

**NOTICE OF JOINT MEETING OF THE BOARD OF DIRECTORS OF
THE TOWN OF CAREFREE, AZ UTILITIES COMMUNITY FACILITIES DISTRICT
AND THE BOARD OF DIRECTORS OF THE CAREFREE WATER COMPANY, INC.**

WHEN: TUESDAY, DECEMBER 21, 2021

WHERE: ZOOM WEB <https://us02web.zoom.us/join/3229729660>
MEETING ID: 322 972 9660*

TIME: 4:00 P.M.

Pursuant to A.R.S. § 10-822, notice is hereby given of the time, place and purposes of a meeting of the Board of Directors of the Town of Carefree Utilities Community Facilities District and the Board of Directors of the Carefree Water Company, Inc., an Arizona corporation.

Members of the Board of Directors are participating by technological means or methods pursuant to A.R.S. §10-708.

CALL TO ORDER

SILENT ROLL CALL

AGENDA

ITEM #1 Review, discussion and possible action to approve Resolution 2021-19 authorizing the Chairman of Board of Directors to enter into Construction Services Contract No. C2021-07 with Achen-Gardner Construction, LLC for Guaranteed Maximum Price (GMP) #2, Pipeline Construction associated with the Carefree Water Consolidation Project.

ITEM #2 Adjournment.

DATED this 15th day of December, 2021.

UCFD/CWC

By: *Kandace French Contreras*
Kandace French Contreras, District Clerk/Secretary

Items may be taken out of sequence

*Due to the risks to public health caused by the possible spread of the COVID-19 virus at public gatherings, it has determined that public meetings will be indefinitely held through technological means. Meetings will be also open to the public through technological means. In reliance on, and compliance with, the March 13, 2020, Opinion issued by Attorney General Mark Brnovich, the Carefree Water Company provides this special advance notice of the technological means through which public meetings may be accessed. While this special notice is in effect, public comment at meetings will only be accepted through written submissions, which may or may not be read aloud during meetings.

Join Zoom Meeting:

Click on the following link or cut and paste it into your browser:

<https://us02web.zoom.us/j/3229729660>

Or go to <https://www.zoom.us/join> Meeting ID: 322 972 9660

A password is not required.

By phone:

Please call 1-253-215-8782



FOR SPECIAL ACCOMMODATIONS

Please contact the Town Clerk, 8 Sundial Circle (PO Box 740), Carefree, AZ 85377; (480) 488-3686, at least three working days prior to the meeting if you require special accommodations due to a disability.

**CAREFREE WATER COMPANY AND
CAREFREE UTILITIES COMMUNITY FACILITIES DISTRICT**

BOARD COMMUNICATION

TO: CHAIRMAN AND BOARD MEMBERS
FROM: GREG CROSSMAN, DISTRICT MANAGER *GC*
DATE: DECEMBER 14, 2021
SUBJECT: DECEMBER 21, 2021, BOARD AGENDA ITEM NO. 1

Attached for your review prior to the December 21, 2021, Board meeting are the following documents covered under Agenda Item No. 1:

- 1) Resolution No. 2021-19 authorizing the Chairman of the Board to enter into the following contract;
- 2) Carefree Water Consolidation Project Construction Contract No. C2021-07 with Achen-Gardner Construction, LLC covering Guaranteed Maximum Price (GMP) #2 for Pipeline Construction in an amount not to exceed \$9,419,012.99.

BACKGROUND

The Carefree Water Consolidation Project is quickly moving into the construction phase. The largest and most critical portion of infrastructure needed to serve the Carefree Service Area (CSA), also known as Neighborhoods A, B, and C, are pipeline improvements that will transport potable water from the Carefree Water Company system into these newly acquired service areas.

Carefree's Construction Manager at Risk (CMAR) Achen-Gardner has produced GMP #2 for pipeline construction. This GMP includes the installation of 24,000 lineal feet of 12-, 8-, 6-, and 4-inch water pipeline and appurtenances, and construction at approximately 26 dispersed locations in order to disconnect, reconnect, and reintegrate portions of the two Town's potable water systems.

GMP #2 is the culmination of a 9-month collaborative design effort which included the design engineer (Coe & Van Loo), the contractor (Achen-Gardner as the Construction Manager at Risk or CMAR), and the independent cost estimator (Innovative Contracting and Engineering). Most recently, the team embarked on a Value Engineering effort focused on accomplishing the goals of the project in the most cost efficient manner. This has resulted in a GMP focused on all major pipeline work that will be re-sequenced by the CMAR to best accomplish an efficient and cost effective construction period. Construction plans include running a minimum of two pipeline crews simultaneously over a 9-month construction period. This gives Achen-Gardner the latitude to be working in multiple areas at one time, maximizing production rates and crew utilization.

RECOMMENDATION

Staff recommends the approval of Resolution 2021-19 which authorizes the Chairman of the Board to enter into Construction Contract No. C2021-07 with Achen-Gardner Construction, LLC covering Guaranteed Maximum Price (GMP) #2 for Pipeline Construction. This contract is in an amount not to exceed \$9,419,012.00. Approval of this Resolution and Contract will allow the most critical portion of this project to move forward into construction in an expeditious manner.

Please contact Greg Crossman (480-488-9100; greg@carefreewaterco.com) with any questions.

RESOLUTION 2021-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT (UCFD), AUTHORIZING THE CHAIRMAN OF THE BOARD OF DIRECTORS TO EXECUTE CONSTRUCTION MANAGER AT RISK (CMAR) CONSTRUCTION SERVICES CONTRACT NO. C2021-07 WITH ACHEN-GARDNER CONSTRUCTION, LLC, FOR GUARANTEED MAXIMUM PRICE #2, PIPELINE CONSTRUCTION

WHEREAS, providing adequate water service to the public is an important, proper, and necessary public purpose; and

WHEREAS, the UCFD has acquired the right to serve those portions of Carefree currently served potable water by the Town of Cave Creek, also known as the Carefree Service Area (CSA) and Neighborhoods A, B, and C; and

WHEREAS, the acquisition of the CSA requires a significant construction effort to disconnect, reconnect, and reintegrate portions of the Town of Cave Creek and Carefree Water Company potable water systems to be performed under the Carefree Water Consolidation Project; and

WHEREAS, the UCFD has determined that the delivery method best suited for the Carefree Water Consolidation Project is the CMAR process; and

WHEREAS, Achen-Gardner Construction, LLC, has been selected as the CMAR for the Carefree Water Consolidation Project; and

WHEREAS, Achen-Gardner Construction, LLC, has provided to the UCFD Guaranteed Maximum Price #2 for pipeline construction; and

WHEREAS, the construction of pipeline components to bring potable water from the Carefree Water Company system to the CSA and disconnect the CSA from the Cave Creek water system are essential portions of the project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the UCFD that the Chairman of the Board is hereby authorized to execute Construction Services Contract No. C2021-07 with Achen-Gardner, LLC for Guaranteed Maximum Price #2, Pipeline Construction, and further authorizing the disbursement of funds for these purposes.

PASSED AND ADOPTED BY the Board of Directors of the Town of Carefree, Arizona Utilities Community Facilities District this 21st day of December, 2021.

AYES ___ NAYS ___ ABSTENTIONS ___ ABSENT ___

TOWN OF CAREFREE, ARIZONA
UTILITIES COMMUNITIES FACILITIES
DISTRICT

ATTESTED TO:

Les Peterson, Chairman of the
Board of Directors

Kandace French Contreras
District Clerk

APPROVED AS TO FORM:

Michael W. Wright
Attorney for the District

**TOWN OF CAREFREE, ARIZONA UTILITIES
COMMUNITY FACILITIES DISTRICT**

**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES**

CAREFREE WATER CONSOLIDATION PROJECT

PROJECT NO. 2021-W01

**CONTRACT NO. C2021-07
GMP #2 – PIPELINE CONSTRUCTION**

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**TOWN OF CAREFREE, ARIZONA UTILITIES
COMMUNITY FACILITIES DISTRICT**

**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES**

**PROJECT NO. 2021-W01
CONTRACT NO. C2021-07
GMP #2 – PIPELINE CONSTRUCTION**

THIS CONTRACT, entered into this 21st day of December, 2021, between the Town of Carefree, Arizona Utilities Community Facilities District, a special purpose tax-levying district and municipal corporation and political subdivision of the State of Arizona (the "UCFD") and Achen-Gardner Construction, LLC, an Arizona Limited Liability Company, (the "Construction Manager at Risk" or "CMAR").

RECITALS

- A.** The UCFD is authorized by provisions of ARS 48-709 to execute contracts for construction services.
- B.** The UCFD intends to construct the Carefree Water Consolidation Project and other water system improvements, referred to in this Contract as the "Project," located within the current and future service area of the Carefree Water Company (the "Water Company").
- C.** The CMAR has represented to the UCFD the ability to provide construction management services and to construct the Project. Based on this representation the UCFD desires to engage Achen-Gardner Contractors, LLC, to provide these services and construct the Project.
- D.** Contract No. C2021-01 has been executed previously between the UCFD and CMAR for Preconstruction Design services. Those services may continue during the duration of this Contract.

FOR AND IN CONSIDERATION of the parties' mutual covenants and conditions, the UCFD and the CMAR agree as follows:

ARTICLE 1 – CMAR'S SERVICES AND RESPONSIBILITIES

1.0 The CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project. The Work must be to the satisfaction of the UCFD and strictly in accordance with all legal requirements and Project Contract Documents as modified. The services may not be required to be performed in the sequence in which they are described. Generally, this project requires the installation of approximately 24,000 lineal feet of 4" to 12" potable water pipe, a 300,000 gallon potable water storage reservoir, and improvements to multiple booster pump stations. The services to be provided under this Contract generally include pipeline construction within the Carefree Service Area (CSA) also known as Neighborhoods A, B, and C as prescribed in Exhibit C attached hereto and by reference made part of this contract.

1.1. GENERAL SERVICES

1.1.1. The CMAR's Representative must be reasonably available to the UCFD and must have the necessary expertise and experience required to supervise the Work. CMAR's Representative must communicate regularly with the UCFD but not less than once a week and must be vested with the authority to act on behalf of the CMAR. The CMAR's Representative may be replaced only with the written consent of the UCFD.

1.2. GOVERNMENT APPROVALS AND PERMITS

1.2.1. Unless otherwise provided, the CMAR shall make application for and obtain or assist the UCFD and the Design Team in obtaining all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. The CMAR is specifically required to obtain the necessary environmental permits or file the necessary environmental notices. Any environmental permits and licenses will be paid by the UCFD in accordance with the provisions of Article 2.4.

1.2.2. Copies of all necessary permits and notices must be provided to the Construction Admin Supervisor and Contract Administrator before starting the permitted activity. This provision is not an assumption by the UCFD of an obligation of any kind for violation of the permit or notice requirements.

1.2.3. The CMAR is responsible for making application for and obtaining permit(s) for building and demolition, but the fees will be paid by the UCFD in accordance with Article 2.4. The CMAR will also obtain any necessary regulatory or permitting, reviews for grading and drainage, water, sewer and landscaping, but the fees for the permitting will be paid by the UCFD in accordance with Article 2.4.

- 1.2.4. The CMAR shall be responsible for all other review and permit fees not specifically listed in Article 2.4 below or as qualified in Exhibit B.
- 1.2.5. The CMAR shall be responsible for only metering all construction-related water use from the Carefree Water Company system through Final Acceptance of the Project. The CMAR shall be responsible for the installation cost for all temporary construction water taps, sewer taps, fire lines, and fire line taps. Arrangement for construction water is the CMAR's responsibility. Construction water includes "test water" required to complete new water line pressure tests. Construction water obtained from sources other than the Carefree Water Company shall be the responsibility of the CMAR, the full cost of which shall be paid by the CMAR.
- 1.2.6. For purposes of this Contract, the Maricopa Association of Governments (M.A.G.) Standard Specification 107.12 is modified to read as follows: The CMAR, at its own expense, shall be responsible for the acquisition of any necessary temporary easements for construction purposes, storage, maintenance, and refuge haul-off as indicated upon the plans, which are required in addition to existing easements and right-of-way secured by the UCFD.

1.3. PRECONSTRUCTION CONFERENCE

- 1.3.1. Before beginning any Work, the Contract Administrator will schedule a Preconstruction Conference. The UCFD and the CMAR have entered into a separate written contract for Design Phase services establishing the fee the UCFD will pay the CMAR for all Preconstruction services
- 1.3.2. The purpose of this conference is to establish a working relationship between the CMAR, utility firms, and various affected agencies and staff. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, CMAR Payment Requests and processing, coordination with the involved utility firms and/or utility companies (i.e. APS, SRP, SW Gas, etc.), and emergency telephone numbers for all representatives involved in the construction.
- 1.3.3. The construction Notice to Proceed (NTP) date will be established at the Preconstruction conference.
- 1.3.4. The CMAR will provide a Baseline Project Schedule indicating duration for all work items and activities included. The UCFD and Design Team will review and comment on the Baseline Project Schedule. The CMAR will revise the Baseline Project Schedule to the satisfaction of the Construction Admin Supervisor and Contract Administrator. No Work will begin until the UCFD accepts the Baseline Project Schedule.
- 1.3.5. The CMAR will submit a Schedule of Values based on the work and bids accepted from selected Subcontractors. These Values must reflect the actual labor time, materials, profit and overhead for the Work.
- 1.3.6. At a minimum, CMAR attendees must include CMAR's Representative, who is authorized to sign documents on behalf of the firm, the job superintendent, and the CMAR's safety officer.

1.4. CONTROL OF THE WORK

- 1.4.1.** The CMAR must properly secure and protect all finished or partially finished Work and is responsible for the Work until the entire contract is completed and accepted by the UCFD. Any payment for completed portions of the Work will not release the CMAR from this responsibility; however, it must turn over the entire Work in full accordance with these specifications before final settlement will be made. In case of suspension of the Work for any cause, the CMAR is responsible for the Project and will take all precautions as necessary to prevent damage to the Project and will erect any necessary temporary structures, signs, or other facilities at no cost to the UCFD.
- 1.4.2.** After all Work under the Contract is completed, the CMAR will remove all loose concrete, lumber, wire, reinforcing, debris and other materials not included in the final Work from the Work site.
- 1.4.3.** The CMAR must provide, through itself or Subcontractors, the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit the CMAR to complete the Work consistent with the Contract Documents, unless otherwise provided in the Contract Documents to be the responsibility of the UCFD or a separate contractor.
- 1.4.4.** The CMAR must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The CMAR will at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 1.4.5.** Survey stakes and marks required for the completion of the construction shown on the plans and as described in the specifications will be furnished by the CMAR.
- 1.4.6.** The CMAR or the CMAR's Superintendent must be present at the Work at all times that construction activities are taking place.
 1. All elements of the Work, such as concrete work, pipe work, etc., are under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.
 2. In the event of noncompliance with this Contract as defined in Article 8 the UCFD may require the CMAR to stop or suspend the Work in whole or in part.
- 1.4.7.** Where the Contract Documents require that a particular product be installed and applied by an applicator approved by the manufacturer, the CMAR shall ensure the Subcontractor employed for this work is approved.
- 1.4.8.** The CMAR shall take field measurements and verify field conditions and will carefully compare all field measurements and conditions and other information known to the CMAR with the Contract Documents before

commencing activities. Errors, inconsistencies or omissions discovered will be immediately reported to the UCFD.

- 1.4.9.** Before ordering materials or conducting work, the CMAR and each Subcontractor must verify measurements at the Site and are responsible for the correctness and accuracy of these measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, will be submitted to the UCFD for resolution before proceeding with the Work.
- 1.4.10.** The CMAR must establish and maintain all building and construction grades, lines, levels, and benchmarks, and is responsible for their accuracy and protection. This work will be performed or supervised by an Arizona licensed Surveyor.
- 1.4.11.** Any person employed by the CMAR or any Subcontractor who, in the opinion of the UCFD, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the UCFD, be removed from the Work by the CMAR or the Subcontractor employing the person, and shall not be employed again in any portion of Work without the written approval of the UCFD. The CMAR or Subcontractor shall hold the UCFD harmless from damages or claims that may occur in the enforcement of this Article.
- 1.4.12.** The CMAR assumes responsibility for the proper performance of the Work of Subcontractors and any acts and omissions in connection with this performance. Nothing in the Contract Documents creates any legal or contractual relationship between the UCFD and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 1.4.13.** The CMAR must coordinate the activities of all Subcontractors. If the UCFD performs other work on the Project or at the Site with separate contractors under the UCFD's control, the CMAR agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 1.4.14.** On a daily basis, the CMAR shall prepare a Contractor's Daily Report. The UCFD's Construction Admin Supervisor or its authorized Inspector will provide a sample report format to the CMAR. The report must detail the activities that occurred during the course of the day, all equipment utilized and the number of hours operated and all personnel on the site inclusive of Subcontractors. The Daily Reports must be submitted to the Construction Inspector and the Contract Administrator on a daily basis, unless otherwise arranged. Failure to provide Daily Reports as arranged or requested above may result in the retention of monthly progress payments until the Reports are brought up to date.
- 1.4.15.** In the event of noncompliance with this Article 1.4, the UCFD may require the CMAR to stop or suspend the construction in whole or in part. Any suspension, due to the CMAR's noncompliance will not be considered a

basis for an increase in the Contract Price or extension of the Contract Time.

1.5. CONTROL OF THE WORK SITE

1.5.1. Throughout all phases of construction, including suspension of the Work, the CMAR must keep the Site reasonably free from debris, trash and construction wastes to permit the CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, the CMAR will remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work to permit the UCFD to occupy the Project or a portion of the Project for its intended use.

1.5.2. Dust Control. The CMAR will take appropriate steps, procedures or means required to prevent abnormal dust conditions due to its construction operations in connection with this Contract. The dust control measures shall be maintained at all times during construction of the Project to the satisfaction of the UCFD, in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and UCFD of Scottsdale Supplement to M.A.G. Standard Specifications together with applicable provisions of Federal and State Law.

1.5.3. Dust Control Coordinator. At any UCFD construction site of 5 acres or more of disturbed surface area, subject to a permit issued by a Control Officer requiring control of PM-10 emissions from dust generating operations, the CMAR must have at all times at the Site, at least one Dust Control Coordinator trained in accordance with the requirements of A.R.S. §49-474.05 during primary dust generating operations that is related to the purposes for which the Dust Control Permit was issued. The Dust Control Coordinator must have full authority to ensure that dust control measures are implemented at the Site, including authority to conduct inspections, deploy dust suppression resources, and modify or shutdown activities as needed to control dust. The Dust Control Coordinator must be responsible for managing dust prevention and dust control on the Site, including the use of leaf blowers and street sweeping equipment. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator.

The requirements described in the above paragraph do not apply if all of the following circumstances are present:

1. The area of disturbed surface area is less than 5 acres.
2. The previously disturbed areas are stabilized in accordance with the requirements of any applicable County rules.
3. The CMAR with the Dust Control Permit provides notice of the acreage stabilized to the County Control Officer.

On sites with greater than 1 acre of disturbed surface area, any CMAR holding a Dust Control permit issued by a County Control Officer, who is required to obtain a single permit for multiple noncontiguous sites that is required to control PM-10 emissions from dust generating operations must have, at least 1 individual who is designated as a Dust Control Coordinator. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator. The Dust Control Coordinator must be present on Site at all times during primary dust generating activities that are related to the purposes for which the permit was issued.

A Subcontractor who is engaged in dust generating operations at a Site that is subject to a Dust Control Permit issued by a County Control Officer and that requires the control of PM-10 emissions from dust generating operations must register with the County Control Officer. The Subcontractor must have its registration number readily accessible on the Site while conducting any dust generating operations.

- 1.5.4.** If applicable, the CMAR shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. The CMAR is responsible for the coordination of all Work to minimize disruption to building occupants and facilities.
- 1.5.5.** Only materials and equipment used directly in the Work may be brought to and stored on the Site by the CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CMAR.
- 1.5.6.** The CMAR is responsible for the cost to dispose of all waste products including excess earth material that will not be incorporated into the Work under this Contract. The waste product will become the property of the CMAR. The CMAR shall provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and shall make necessary arrangements for its disposal. Any disposal/dumping of waste products or unused materials will conform to applicable Federal, State and Local Regulations.
- 1.5.7.** The CMAR shall supervise and direct the Work. The CMAR is solely responsible for the means, methods, techniques, sequences and procedures of construction. The CMAR shall employ and maintain on the Work a qualified supervisor or superintendent who has been designated in writing by the CMAR as the CMAR's representative at the Site. The representative must have full authority to act on behalf of the CMAR and all communications given to the representative will be as binding as if given to the CMAR. The representative must be present on the Site at all times as required to perform adequate supervision and coordination of the Work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.

- 1.5.8.** In the event of abnormal weather conditions, such as windstorms, rainstorms, etc., the CMAR shall immediately inspect the Work Site and take all necessary actions to ensure public access and safety are maintained.
- 1.5.9. Damage to Property at the Site.** The CMAR is responsible for any damage or loss to property at the Site, except to the extent caused by the acts or omissions of the UCFD or its representatives, employees or agents and not covered by insurance. The costs and expenses incurred by the CMAR under this Article shall be paid as a Cost of the Work to the extent that the costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles, but will not increase the GMP.
- 1.5.10. Damage to Property of Others.** The CMAR shall avoid damage, as a result of the CMAR's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of the UCFD. The CMAR shall repair any damage caused by the operations of the CMAR, which costs will be paid as a Cost of the Work to the extent that these costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible, but shall not increase the GMP.
- 1.5.11. Failure of CMAR to Repair Damage.** If the CMAR fails to begin the repair of damage to property as required in Articles 1.5.9, and 1.5.10 and diligently pursue the repair, the UCFD will give the CMAR 10-days written notice to begin repairs. If the CMAR fails to begin the repairs within the 10-day notice period, the UCFD may elect to repair the damages with its own forces and to deduct from payments due or to become due to the CMAR amounts paid or incurred by the UCFD in correcting the damage.
- 1.5.12.** If applicable, the CMAR shall maintain American with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. The CMAR is responsible for the coordination of all Work to minimize disruption to building occupants and facilities.

1.6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 1.6.1.** Shop Drawings, Product Data, Samples and similar submittals are to be forwarded to the Construction Admin Supervisor and the Contract Administrator for review. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required, the way in which the CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 1.6.2.** The CMAR shall review, approve, and verify that all submittals meet the intent of the Contract documents. Six (6) copies of each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents will be delivered to the Construction Admin Supervisor for

review. Submittals made by the CMAR, which are not required by the Contract Documents, may be returned without action.

- 1.6.3. The CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the necessary submittal has been approved by the UCFD. All Work shall be in accordance with approved submittals. The CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the UCFD's approval.
- 1.6.4. By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the CMAR represents that the CMAR has determined and verified materials, field measurements and related field construction criteria, or will do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Contract Documents.
- 1.6.5. The CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by UCFD approval of Shop Drawings, Product Data, Samples or similar submittals unless the CMAR has specifically informed the UCFD in writing of the deviation at the time of submittal and the UCFD has given written approval to the specific deviation.
- 1.6.6. Informational submittals upon which the UCFD is not expected to take responsive action may be identified as informational submittals in the Contract Documents.
- 1.6.7. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the UCFD shall be entitled to rely upon the accuracy and completeness of the calculations and certifications.

1.7. QUALITY CONTROL, TESTING AND INSPECTION

- 1.7.1. **Inspection.** The UCFD's authorized Inspectors may be stationed on the Work Site and report to the Construction Admin Supervisors the progress of the Work, the manner in which Work is being performed, and also to report whenever it appears that material furnished or Work performed by the CMAR fails to fulfill the requirements of the specifications and this Contract. The Construction Inspector may direct the attention of the CMAR to any such failure as described above, but the inspection will not relieve the CMAR from any obligation to furnish acceptable materials or to provide completed construction that is in compliance with the Contract Documents in every particular. The Construction Inspector's purpose is to assist the UCFD's Representative and should not be confused with an inspector associated with any regulatory agency or with an inspector from a Laboratory identified under Article 1.8.
- 1.7.2. In case of any dispute arising between the Construction Admin Supervisor or Construction Inspector and the CMAR as to material furnished or the manner of performing the Work, the Construction Inspector will have the authority to reject materials or suspend the Work until the question and issue can be referred to and decided by the UCFD.

CPM Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Construction Inspectors will in no case act as foremen or perform other duties for the CMAR or interfere with the management of the Work by the CMAR.

- 1.7.3. Inspection or supervision by the Construction Admin Supervisor or Construction Inspector shall not be considered as direct control of the individual workman and his work. Direct control is solely the responsibility of the CMAR.
- 1.7.4. The furnishing of any services for the UCFD shall not make the UCFD responsible for or give the UCFD control over construction means, methods, techniques, sequenced procedures or for safety precautions or programs or responsibility for the CMAR's failure to perform the Work in accordance with Contract Documents.

1.8. MATERIALS TESTING

- 1.8.1. All materials used in the Work must be new and unused, unless otherwise noted, and must meet all quality requirements of the Contract Documents.
- 1.8.2. All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the UCFD. Any material rejected by the UCFD will be removed immediately and replaced in a manner acceptable to the UCFD.
- 1.8.3. The procedures and methods used to sample and test material will be determined by the UCFD. Unless otherwise specified, samples and tests will be made in accordance with the following: The City of Scottsdale Material Testing Manual and the standard methods of American Association of State and Highway Transportation Officials (AASHTO) or American Society for Testing and Materials (ASTM), and Maricopa Association of Governments (MAG) supplements.
- 1.8.4. The CMAR shall be responsible for and shall pay for Quality Control testing, unless specifically exempted by the UCFD from certain testing requirements. The goal of Quality Control testing is to ensure that the Work meets the requirements of the Construction Documents as well as standard and customary construction industry practices within Maricopa County. The CMAR's Quality Control testing program shall be responsible for, but shall not be limited to, all testing required and detailed in the Construction Documents and testing that is standard and customary industry practice within Maricopa County.

The CMAR shall submit to the UCFD for approval a qualified Independent Testing Laboratory to be utilized on the Project. All costs associated with Quality Control testing, both initial and subsequent re-testing, shall be paid by the CMAR. Construction contingency cannot be utilized for the cost of re-testing. All re-testing shall be performed by the same testing laboratory. The results from all Quality Control testing shall be provided to the UCFD at the same time they are provided to the CMAR.

- 1.8.5.** The UCFD shall perform independent Quality Assurance testing throughout the project. The UCFD's Quality Assurance testing will be coordinated and paid for by the UCFD, likely through the firm providing Construction Administration and Inspection (CA&I) services. Quality Assurance testing will be less structured testing intended to validate the results of the Quality Control program and ensure that the goal of the Quality Control program is being met.

The CMAR shall provide the UCFD's Quality Assurance tester(s) access to the Work at all times upon reasonable notice. The cost associated with resolving a noncompliant Quality Assurance test results shall be paid by the CMAR. Construction contingency cannot be utilized for the work necessary to resolve a noncompliant test.

- 1.8.6.** The UCFD shall be responsible for paying for all fees associated with permit issuance including the cost for any initial code compliance testing and inspections. The CMAR shall be responsible for all Work being in compliance with applicable codes and for passing all code compliance testing and inspections. The CMAR shall pay the cost, if any, for code compliance re-testing and re-inspections. Construction contingency cannot be utilized for the cost of code compliance re-testing or re-inspections.

- 1.8.7.** At the option of the UCFD, materials may be approved at the source of supply before delivery is started.

1.9 PROJECT RECORD DOCUMENTS/AS-BUILTS

- 1.9.1** During the construction period, the CMAR shall maintain at the jobsite a set of blueline or blackline prints of the Construction Document drawings and Shop Drawings for Project Record Document purposes.

1. The CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The CMAR will give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings
- Revisions to details shown on drawings
- Depths of foundations below first floor
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits
- Revisions to electrical circuitry
- Actual equipment locations
- Duct size and routing
- Locations of concealed internal utilities
- Changes made by Contract Amendments
- Details not on original Contract Drawings

2. The CMAR shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference locations on the Construction Documents.
3. The CMAR will mark Project Record Drawing sets with red erasable colored pencil.
4. The CMAR will note Requests for Information (RFI) Numbers, Architects' Supplemental Information (ASI) Numbers and Contract Amendment Proposal Numbers, etc., as required to identify the source of the change to the Construction Documents.
5. The CMAR will at the time of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the UCFD or its representative for review and comment.

1.9.2 Immediately upon receipt of the reviewed Project Record Drawings from the UCFD, the CMAR will correct any deficiencies or omissions to the drawings and prepare the following for resubmission to the UCFD:

1. A complete set of PDF electronic files of all Project Record Drawings will be prepared by the CMAR in electronic format. Each drawing will be clearly marked with "As-Built Document." Files will be named consistent with the Plan Set Index
2. The PDF files will be converted from the CADD files of the Construction Documents provided by the UCFD under Article 2.0 accurately bearing the CMAR's As-Built information from the Project Record Drawings in red and delivered to the UCFD as part of the Project closeout.
3. The CMAR's original redlined mark-up prints of the Project Record Drawings.

1.10 PROJECT SAFETY

1.10.1 CMAR Safety Program. The site environment in which the CMAR operates may on occasion present a potential safety and health hazard to any who may be on the job site. All Work will be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including Arizona Division of Occupational Safety and Health (ADOSH) policies and procedures. The CMAR is required to attend a UCFD safety briefing session at the Preconstruction meeting. The Contract Administrator, the designated Risk Management staff and a CMAR's representative will attend the session.

The CMAR will provide a safe jobsite and work environment for the safety and health of employees and members of the general public and will comply with all legal requirements including but not limited to the following:

Occupational Safety and Health Act (OSHA)
Electrical Safe Work Practices Standards
OSHA Personal Protective Equipment Standards
National Fire Protection Association (NFPA) 70E Standard for
Electrical Safety in the Workplace
OSHA Fall Protection Standards
OSHA Confined Space Entry

All other applicable requirements of OSHA and local codes and agencies having jurisdiction.

Contractors that violate these rules and regulations may be subject to job shutdown or removal from UCFD facilities.

1.10.2 Contractor Safety Tailgate Meetings. The CMAR will conduct tailgate safety meetings regularly to ensure that safety on the job is given priority. The Sign-in sheet of the tailgate meeting must be given to the UCFD Inspector within 48 hours after the meeting.

1.10.3 Accident/Injury Procedure. The CMAR will contact the Contract Administrator and Risk Management Department within 24 hours of the occurrence of an accident or injury arising out of the CMAR's work under this Contract.

1.10.4 Unsafe Acts. The CMAR employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of CMAR's work under this Contract.

1.10.5 Safety Audits. The UCFD reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the Construction Admin Supervisor or CPM Inspector must be notified should any OSHA inspections occur at a UCFD job site.

1.10.6 The CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-site or off-site, and (iii) all other property at the Site or adjacent to the Site.

1.10.7 The CMAR assumes responsibility for implementing, monitoring, and documenting all safety precautions and programs related to the performance of the Work.

1.10.8 The CMAR will, before beginning construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, the CMAR's Safety Representative will be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.

- 1.10.9** The CMAR must provide OSHA 300A Summary log information including total recordable cases, total case rates, and lost workday incident rates for the past 2 calendar years. This information can be compared to Bureau of Labor Statistics (BLS) rates to determine whether a contractor has below average or above average accident/injury rates. Bureau of Labor Statistics information can be obtained through Risk Management. The Safety Representative will make routine daily inspections of the Site and will hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.
- 1.10.10** The CMAR and Subcontractors will comply with all Legal Requirements relating to safety, as well as any UCFD-specific safety requirements found in the Contract Documents, provided that the UCFD-specific requirements do not violate any applicable Legal Requirement.
- 1.10.11** The CMAR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to the Contract Administrator and, to the extent mandated by Legal Requirements, to all government or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work.
- 1.10.12** The CMAR's responsibility for safety under this Article 1.10 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.
- 1.10.13** The CMAR and Subcontractors must agree to provide Material Safety Data Sheets for all substances that are delivered to the UCFD, that come under the OSHA Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200, Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

The CMAR and all Subcontractors using chemicals on UCFD property must use only the safest chemicals, with the least harmful ingredients. These chemicals must be approved for use by a UCFD representative before bringing them on the property.

The CMAR and all Subcontractors will make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation must be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication, the CMAR and

Subcontractors are informed of the presence of (or possible presence of) chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the UCFD for specific information relative to the type of chemicals present and location of appropriate Material Safety Data Sheets.

Unless included in the Work, if the CMAR encounters on-site material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he will immediately stop work and report the condition to the UCFD.

If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CMAR will not resume work in the affected area until the material has been abated or rendered harmless. The CMAR and the UCFD may agree, in writing, to continue work in non-affected areas on-site. An extension of Contract Time may be granted in accordance with Article 5.

Upon discovery of hazardous materials the CMAR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

1.11 WARRANTY

1.11.1 The provisions of M.A.G. Section 108.8 apply with the following additional requirements:

1. Should the CMAR fail to begin repairs or corrective work within 14 calendar days after receipt of written notice from the UCFD, the UCFD may perform the necessary work and the CMAR agrees to reimburse the UCFD for the actual cost.
2. The warranty period on any part of the work repaired or replaced is extended for a period of 1 year from the date of the repair or replacement.
3. This warranty does not apply to damage caused by normal wear and tear or by acts beyond the CMAR's control.

1.11.2 The CMAR's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than the CMAR or anyone for whose acts the CMAR may be liable.

1.11.3 Nothing in this warranty is intended to limit any manufacturer's warranty which provides the UCFD with greater warranty rights than provided in this Article 1.11 or the Contract Documents. The CMAR will provide the UCFD with all manufacturers' warranties upon Substantial Completion.

1.11.4 The CMAR's warranty obligation will be the maximum allowed by the Arizona Registrar of Contractors

1.12 CORRECTION OF DEFECTIVE WORK

- 1.12.1** The CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Article 1.11 above within a period of 1 year from the date of Substantial Completion of the Work or any portion of the Work, or within any longer period, to the extent required by the Contract Documents. A Progress Payment, or partial or entire use or occupancy of the Project by the UCFD will not constitute acceptance of the Work if not in accordance with the Contract Documents.
- 1.12.2** The CMAR will take meaningful steps to begin correction of nonconforming Work subject to this Article 1.12. These measures include but are not limited to timely correction of the Work. If the CMAR fails to initiate necessary measures for this Work within 7 days of receipt of written notice from the UCFD, the UCFD, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that the UCFD will commence correction of the nonconforming Work with its own forces.
- 1.12.3** If the UCFD does perform this corrective Work, the CMAR will be responsible for all reasonable costs incurred by the UCFD in performing this correction.
- 1.12.4** The CMAR will immediately respond to any nonconforming Work that creates an emergency.
- 1.12.5** The 1 year period referenced in this Article 1.12 applies only to the CMAR's obligation to correct nonconforming Work and is not intended to be a period of limitations for any other rights or remedies the UCFD may have regarding the CMAR's other obligations under the Contract Documents.

1.13 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTION

The Parties have entered into a Preconstruction Agreement that contains Subcontractor and Major Supplier provisions. In selecting Subcontractors and Major Suppliers, the CMAR will comply with the provisions in the Preconstruction Agreement. [For horizontal construction, as defined in A.R.S. §34-101(15), the CMAR must self-perform not less than 45% of the Work as required by A.R.S. §34-605(G).]

ARTICLE 2 – UCFD’S SERVICES AND RESPONSIBILITIES

2.0 DUTY TO COOPERATE. The UCFD will, throughout the performance of the Work, cooperate with the CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate the CMAR’s timely and efficient performance of the Work and so as not to delay or interfere with the CMAR’s performance of its obligations under the Contract Documents. The UCFD will furnish the CMAR a CADD file of the Construction Documents acceptable to the UCFD, at no cost to the CMAR.

2.1 CONTRACT ADMINISTRATOR/CONSTRUCTION ADMIN SUPERVISOR

2.1.1 The Construction Admin Supervisor is responsible for providing UCFD-supplied information and approvals in a timely manner to permit the CMAR to fulfill its obligations under the Contract Documents.

2.1.2 The Construction Admin Supervisor will also provide the CMAR with prompt notice if the Construction Admin Supervisor observes any failure on the part of the CMAR to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the drawings and specifications.

2.1.3 The UCFD may contract separately with the Design Team and may include partial construction administration services for the Project. A copy of the Design Team's contract will be furnished to the CMAR.

2.1.4 Both the Contract Administrator and Construction Admin Supervisor are responsible for construction administration of the Work. The Design Team, if authorized by the UCFD, will review, approve or take other appropriate action upon the CMAR's submittals such as Shop Drawings, Product Data and Samples in accordance with Article 1.6. Communications by and with the Design Team will be through the Contract Administrator and Construction Admin Supervisor.

2.1.5 The Contract Administrator or Construction Admin Supervisor and the Design Professional will interpret and decide matters concerning performance under the requirements of the Contract Documents. The Design Professional's response to these requests will be made to the UCFD with reasonable promptness. The UCFD will forward response to the CMAR and within the time limits agreed upon.

2.1.6 The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the Procurement Code.

2.2 UCFD’S SEPARATE CONTRACTORS. The UCFD is responsible for all Work performed on the Project or at the Site by separate contractors under the UCFD’s control. The UCFD will contractually require its separate contractors to cooperate with, and coordinate their activities, so as not to interfere with the CMAR, in order to enable timely completion of Work consistent with the Contract Documents. The CMAR agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.3 PERMIT REVIEW AND INSPECTIONS. Issuance of Right-of-Way and/or Building Permit is the responsibility of the UCFD's Design Engineer. The Town of Carefree issues Certificates of Occupancy.

2.4 FURNISHING OF SERVICES AND INFORMATION

2.4.1 The UCFD will be responsible for the payment or waiver of the following:

1. Town of Carefree, City of Scottsdale, or Town of Cave Creek review and permit(s) fees for building, encroachment, right-of-way, and demolition permits.
2. Town of Carefree, City of Scottsdale, or Town of Cave Creek review fees for grading and drainage, water, sewer and landscaping.
3. Utility design fees for permanent services.
4. Obtaining Clean Water Act Nationwide 404 Permits.
5. UCFD/Carefree Water Company Development Fees.
6. Environmental Permits and Licenses.

2.4.2 Unless expressly stated to the contrary in the Contract Documents, the UCFD will provide (at its own cost and expense) to the CMAR, the following information:

1. To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
2. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable the CMAR to perform the Work;
3. A legal description and Street or Physical address of the Site;
4. To the extent available, as-built record and historical drawings of any existing structures at the Site;
5. To the extent available, environmental studies, environmental impact statements, reports and impact statements describing the environmental conditions (including hazardous materials) known to exist at the site;
6. The UCFD will provide all UCFD standards and guidelines, supplementary conditions and special provisions that will be included in the plans and specifications for the Project. These may include but are not limited to: disposal of surplus material, special security provisions, investigation of underground facilities, traffic controls and regulations, special quality control testing and termite treatment requirements.

The UCFD is responsible for securing and executing all necessary Contracts with adjacent land or property owners that are necessary to enable the CMAR to perform the construction. The UCFD is further

responsible for all costs, including attorneys' fees, incurred in securing these necessary Contracts.

2.5 PROJECT MANAGEMENT SERVICES

- 2.5.1** The UCFD may contract separately with one or more Technical Consultants to provide project management assistance to the Project. The Technical Consultant's contract as well as the contracts of other firms hired by the UCFD will be furnished to the CMAR. The CMAR will not have any right however, to limit or restrict any contract modifications that are mutually acceptable to the UCFD and Technical Consultant.
- 2.5.2** The Technical Consultant services will augment the UCFD staffing resources to effectively manage the objectives of the UCFD and this Project with the goal of managing the key project communication, cost and time parameters.
- 2.5.3** The Technical Consultant may provide preprogramming and design standards.
- 2.5.4** The UCFD may contract with the Technical Consultant to provide some or all of the following services during the performance of the construction:
1. Oversight of the Construction. The UCFD may hire Technical Consultants to assist it in oversight of the Construction Project. The Technical Consultants will:
 2. Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed construction and to determine in general if the construction is being performed in accordance with the Construction Documents. The Technical Consultant will keep the UCFD informed of progress of the construction and will endeavor to guard the UCFD against defects and deficiencies in the construction. The Technical Consultant may have authority to reject construction which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Articles 1.7 and 1.8;
 3. Review and recommend approval of the CMAR's Payment Requests;
 4. Interpret matters concerning performance under and requirements of the Contract Documents on written request of the UCFD. The Technical Consultant's response to these requests will be made with reasonable promptness and within any time limits agreed upon;
 5. Analyze, recommend and assist in negotiations of Change Orders;
 6. Conduct inspections to determine Substantial Completion and Final Acceptance;
 7. Receive and forward to the UCFD for the UCFD's review and records, written warranties and related documents required by the Contract Documents and assembled by the CMAR.

ARTICLE 3 – CONTRACT TIME

3.0 CONTRACT TIME

3.1 Contract Time will be 270 calendar days as indicated in the Notice to Proceed (NTP).

3.1.1 Contract Time will start with the Notice to Proceed (NTP) and end with Substantial Completion. The UCFD will issue a NTP letter establishing the mutually agreed upon NTP date for this Contract.

3.1.2 Failure on the part of the CMAR to adhere to the Project Schedule may be the basis for termination of this Contract by the UCFD.

3.1.3 Each GMP issued for the Carefree Water Consolidation Project, or GMP amendment to this Contract, will establish a separate construction NTP date, Performance Period, and Substantial Completion date that will affect the completion of the entire Project. The Performance Period(s) may be sequential or may run concurrently. The UCFD and the CMAR mutually agree to modify the Substantial Completion requirements for portions of work covered under this Contract if those portions of work are impacted by Substantial Completion dates issued for other subsequent GMP's or GMP amendments.

3.1.4 The CMAR agrees to commence performance of the Work and achieve Performance Periods and the Contract Time.

3.1.5 All the times stated in this Article 3 are subject to adjustment in accordance with Article 5.

3.2 CONSTRUCTION SCHEDULE. Each approved GMP proposal will include a Project Schedule as prescribed in Article 3.7 with a Critical Path Method diagram construction schedule that will indicate the path of critical activities and establish the Performance Period encompassed by the GMP. The CMAR will maintain the construction schedule throughout the construction.

3.3 PUNCH LIST PREPARATION

A minimum of 30 days before Substantial Completion the CMAR, in conjunction with the UCFD, will prepare a comprehensive list of Punch List items, which the UCFD may edit and supplement. The CMAR will proceed promptly to complete and correct the Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the CMAR to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents will not commence until the date of Final Acceptance unless otherwise provided in the Contract Documents. Seven (7) days before the UCFD issues its Final Acceptance Letter, the CMAR will deliver to the UCFD all Operation and Maintenance Manuals necessary for the UCFD to assume responsibility for the operation and maintenance of that portion of the Work.

3.4 LIQUIDATED DAMAGES

The CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the UCFD will suffer damages, which are difficult to determine and accurately specify. The CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, the CMAR will pay as liquidated damages the amounts specified in Section 108.9 of the M.A.G. Standard Specifications, incorporated in this Contract by reference. These amounts may be adjusted depending on the anticipated or actual loss caused by the delay and the difficulty of proof of loss.

3.5 PROJECT SCHEDULE

3.5.1 The Project Schedule will be initially submitted at the start of this Contract as required by Article 1 and updated and maintained throughout the Contract Services. An updated Project Schedule will be part of the GMP amendment.

3.5.2 The Project Schedule will be revised as required by conditions and progress of the Contract Services, but any revisions will not relieve the CMAR of its obligations to complete the Contract Services within the Contract Time(s), as these dates may be adjusted in accordance with the Contract Documents.

3.5.3 An Updated Project Schedule will be submitted monthly to the UCFD, 5 days before the CMAR's monthly Payment Request.

1. The CMAR will provide the UCFD with a monthly status report with each Project Schedule detailing the progress of Construction, including whether (i) the construction is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize the ability to complete the construction as presented in the GMP and within the Contract Time(s). The monthly status report and Project schedule shall be provided electronically to the Contract Administrator and Construction Admin Supervisor no later than the 25th of each month.
2. With each Project Schedule submitted, the CMAR will include a transmittal letter including the following:
 - Description of problem tasks (referenced to field instructions, Requests for Information (RFIs), Change Order or claim numbers) as appropriate.
 - Current and anticipated delays not resolved by approved change orders, including:
 - Cause of the delay.
 - Corrective action and schedule adjustments to correct the delay.
 - Known or potential impact of the delay on other activities, milestones, and the date of Substantial Completion.
 - Changes in construction sequence.
 - Pending items and status including but not limited to:

- Pending Change Orders.
 - Time extension requests.
 - Other items.
 - Substantial Completion date status:
 - If ahead of schedule, the number of days ahead.
 - If behind schedule, the number of days behind.
 - Other project or scheduling concerns.
- 3.5.4** The UCFD's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review will not relieve the CMAR from compliance with the requirements of the Contract Documents or be construed as relieving the CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Contract Services.
- 3.5.5** The Project Schedule will include a Critical Path Method diagram schedule that will show the sequence of activities, the interdependence of each activity and indicate the path of critical activities.

The Critical Path Method diagram schedule will be in days and indicate duration, earliest and latest start and finish dates, and will be presented in a time scaled graphical format for the Project as a whole.

1. The activities making up the schedule will be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and provide an appropriate basis for monitoring and evaluating the progress of the Work.
2. The Critical Path Method diagram construction schedule will be based upon activities which would coincide with the Schedule of Values.
3. The Critical Path Method diagram schedule will show all submittals associated with each Work activity and the review time for each submittal.
4. The schedule will show milestones, including milestones for UCFD-furnished information, and will include activities for UCFD-furnished equipment and furniture, if any, when those activities are interrelated with the CMAR's activities.
5. The schedule will include a critical path activity that reflects anticipated rain delay during the performance of the Contract. The duration will reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data will be based on information provided by the National Weather Service or other approved source.

3.6 COST ESTIMATES

Provisions pertaining to cost estimates may be found in the GMP Proposal, attached as Exhibit C.

3.7 CONSTRUCTION MANAGEMENT PLAN

A formal Construction Management Plan is not required under this GMP; however, items that would normally be a part of an overall Construction Management Plan may be required by other provisions of this Contract.

ARTICLE 4 – CONTRACT PRICE

4.0 The CMAR agrees to do all Work for each phase of the construction of the improvements and to completely construct the improvements and install the material, as applicable and called for by this Contract, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the GMP, as may be amended from time to time, as set forth in the GMP Proposal, attached as Exhibit C, and by reference made a part of this Contract.

4.1 CONTRACT PRICE

4.1.1 The Contract Price is a not to exceed price of \$9,419,012.99 as stated in detail in the GMP #2 Proposal, attached as Exhibit C.

4.1.2 The Contract Price does not include any Project Contingency (UCFD or Contractor) as defined in Article 12. Contingency funding shall be held and managed by the UCFD for the entirety of the Carefree Water Consolidation Project. The lack of identification of a specific Contingency amount does not impact GMP adjustments mutually agreed to and made in accordance with Article 5.

4.1.3 The CMAR is responsible for payment of all transaction privilege (sales) taxes due on construction income, whether or not these taxes are specifically separated in the bid amount, including amounts owed to the State of Arizona, County of Maricopa, Town of Carefree, or other municipalities and agencies as applicable.

4.1.4 Unless otherwise provided in the Contract Documents, the Contract Price is to include all sales, use, consumer and other taxes throughout the term of this Contract, whether or not yet effective or merely scheduled to go into effect.

4.1.5 Any Contingencies and Allowances as agreed upon between the UCFD and the CMAR will be in the GMP.

4.2 CMAR CONSTRUCTION FEE FOR CHANGES. If the GMP requires an adjustment due to changes in the Work, the cost of any changes will be determined under Article 5.

4.3 GUARANTEED MAXIMUM PRICE (GMP)

4.3.1 At the end of the design phase or at a time determined by the UCFD, and as a part of the Work done under the Preconstruction Agreement, the UCFD will request the CMAR to provide a GMP, or series of GMP's if the CMAR determines phased construction would be in the UCFD's best interest. The approved GMP(s) is set forth in Exhibit C, attached to this Contract.

4.3.2 The CMAR guarantees to bring the completion of the construction of the Project within the GMP or the CMAR alone will be required to pay the difference between the actual cost and the GMP.

1. Buy out savings are any savings of the CMAR's GMP at the conclusion of the selection of Subcontractors. Buy out savings may be used during construction by the UCFD as a UCFD Project contingency. Unused savings will be returned to the UCFD.
2. Any savings realized during construction may be incorporated into the construction of the Project to fund additional scope items. Unused savings will be returned to the UCFD.

4.3.3 The GMP is composed of the Total Cost of the Work (Direct Costs) plus the CMAR's Indirect Costs which are not-to-exceed cost reimbursable, actual costs or fixed fee amounts defined as:

1. The Total Cost of the Work (Direct Costs) is a negotiated and not-to-exceed amount defined by the individual work items and their associated negotiated unit prices as part of the hard construction work as defined in Article I as performed by the CMAR through self-performed work, Sub-Contractors' work and any other third party as set forth in Article 1.13 requirements for selection of subcontractors and major suppliers. It includes the costs for all direct labor, materials and equipment incorporated in the completed construction, materials testing prescribed in Article 1.8 and warranty of the work.
2. The CMAR's Indirect Costs include the costs for General Conditions, Payment and Performance Bonds, Insurance, the CMAR Construction Fee and Taxes.
 - a. The General Conditions are costs for the negotiated amount of Project supervision and other indirect costs according to construction terms as defined in Article 12. These costs are not reflected in other GMP items. Costs may include, but are not limited to, the following: Project Manager, Superintendent, Full-time General Foremen and administrative office personnel. Other costs may include: temporary office, fees not specifically listed in Articles 1.2 and 2.4 or as qualified in Exhibit B, fencing and other facilities, office supplies, office equipment, minor expenses, utilities, vehicles, fuel, sanitary facilities, and telephone services at the site.
 - b. Payment Bonds, Performance Bonds and Insurance are actual costs applied to Cost of Work and General Conditions Costs as detailed in the GMP Proposal.
 - c. The CMAR Construction Fee is a negotiated fixed fee that is proposed by the CMAR for management and related services of the CMAR Project. The fee includes the CMAR's profit and home office overhead, whether at the CMAR's principal or branch offices, including the administrative costs, home office costs and any limitations or exclusions that may be included in the General Conditions.
 - d. Taxes include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect.

Taxes are actual costs and are a not-to-exceed reimbursable amount.

4.3.4 The GMP is cumulative. The amount of any GMP amendment will be negotiated separately and will reflect the CMAR's risk from that point forward in the Project.

4.4 GMP PROPOSAL. The GMP Proposal will be that as provided in the Preconstruction Agreement, and the GMP Proposal is attached as Exhibit C.

4.5 GMP APPROVAL. The approval of the GMP will be in accordance with the provisions of the Preconstruction Agreement, attached to this Contract as Exhibit B.

4.6 TAX/LICENSE

The CMAR must secure and maintain, during the life of the Contract, State of Arizona and Town of Carefree Transaction Privilege (sales) Tax Licenses.

To obtain a State of Arizona Privilege (Sales) Tax License Application, fill out the JT-1 Form that can be obtained at the following web address and then submitted to the Arizona Department of Revenue:

<https://azdor.gov/forms/tpt-forms/joint-tax-application-tpt-license>

or apply online at the following web address:

<https://azdor.gov/transaction-privilege-tax/tpt-license/applying-tpt-license>

The Town of Carefree imposes a 3% Transaction Privilege (Sales) Tax and a 4% Construction Transaction Privilege (Sales) Tax. These taxes are collected by the Arizona Department of Revenue. More information on Carefree's Transaction Privilege Tax can be obtained on the Town's website at the following address: <http://www.carefree.org/197/Privilege-Tax>.

4.7 RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

The CMAR is responsible for payment of all applicable State of Arizona, Town of Carefree, or any other transaction privilege (sales) taxes due on construction income whether or not these taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

Privilege (sales) tax exemptions/deductions may be applicable to certain projects. The CMAR is advised to consider this as it prepares its bid. Please reference A.R.S. Title 42 at the following website: <https://www.azleg.gov/arsDetail/?title=42>

For further questions regarding tax treatment, please contact the Arizona Department of Revenue at (602) 255-2060 and the Town of Carefree Accounting Dept. at (480) 488-3686.

ARTICLE 5 – CHANGES TO THE CONTRACT PRICE AND TIME

5.0 DELAYS TO THE WORK

5.1 DELAYS TO THE WORK

- 5.1.1** Delays may be compensable, concurrent, excusable or non-excusable as defined in Article 12.
- 5.1.2** If the CMAR is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CMAR is responsible, the Contract Times for performance may be reasonably extended by Change Order.
- 5.1.3** The CMAR must request an increase in the Contract Time by written notice including an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary.
1. Written notice will be received within 14 days of the commencement of the cause of the delay.
 2. If written notice is received more than 14 days after commencement of the cause of the delay, the period of delay will be considered to commence 14 days before the giving of the notice.
- 5.1.4** By way of example and subject to Article 11.7, events that may entitle the CMAR to an extension of the Contract Time include acts or omissions of the UCFD or anyone under the UCFD's control (including separate contractors), Acts of God or public enemy, changes in the Work, Differing Site Conditions, Hazardous Conditions, unusual delay in transportation, and excessive inclement weather conditions not reasonably anticipated, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the CMAR.
- 5.1.5** If excessive inclement weather conditions are the basis for a request for additional Contract Time, these requests will be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
- 5.1.6** It is understood, however, that permitting the CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the UCFD of any of its legal rights under this Contract.
- 5.1.7** In the event that the CMAR sustains damages as a result of expenses incurred by a delay for which the UCFD is responsible, the CMAR and the UCFD will negotiate to determine the amount of these damages. This

provision is made in compliance with Arizona Revised Statutes Section 34-609 (E) and is effective only if the delay caused by the UCFD is unreasonable under the circumstances and was not within the contemplation of the parties. This provision will not be construed to void any provision of this Contract pertaining to notice of delays, arbitration or other settlement provisions applicable to disputes, or provisions relating to liquidated damages.

1. In addition to the CMAR's right to a time extension for those events stated in this Article 5.0, the CMAR may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for those events described in this Article that are beyond the control of both the CMAR and the UCFD, including the events of war, acts of terrorism, floods, labor disputes (but not including CMAR's own work force and those of its subcontractors), earthquakes, epidemics, excessive inclement weather conditions not reasonably anticipated, and other acts of God.

5.2 DIFFERING SITE CONDITIONS

- 5.2.1** If the CMAR encounters a Differing Site Condition(s), the CMAR may be entitled to an adjustment in the Contract Price or Contract Time(s) to the extent the CMAR's cost or time of performance are the direct result of a Differing Site Condition(s).
- 5.2.2** Upon encountering a Differing Site Condition, the CMAR will provide prompt written notice to the UCFD of the condition, which notice will not be later than 7 days after the condition has been encountered. The CMAR must give the UCFD's Contract Administrator written notice of and an opportunity to observe, such condition before disturbing or altering the Differing Site conditions. The failure of the CMAR to give written notice and make the Claim as required by this Article and Article 7.1.5 shall constitute a waiver by the CMAR of any rights arising out of or relating to such Differing Site Conditions. The CMAR will, to the extent reasonably possible, provide notice before the Differing Site Condition has been substantially disturbed or altered. (Final costs must be submitted within thirty (30) days after notice is received by the UCFD, unless extended by written agreement of the parties.)
- 5.2.3** In order for the CMAR to obtain any additional compensation or time extensions for Differing Site Conditions, the CMAR must demonstrate that it encountered a material difference at the Site, as defined in Article 12, that required it to expend additional cost or time. The CMAR will also establish that it actually and reasonably relied upon the representations found in the Contract Documents concerning the Site conditions.

5.3 APPLICATION FOR EXTENSION OF TIME

- 5.3.1** If performance by the CMAR is delayed for a reason set forth in Article 5, the CMAR may be allowed a reasonable extension of time in conformance with this Article. Before the CMAR's time extension request may be considered, the CMAR shall notify the UCFD of the condition which allegedly has caused or is

causing the delay, and shall submit a written application to the UCFD identifying:

1. Liquidated damage assessment rate, as specified in the Contract;
2. Original total GMP;
3. The original Contract start date and completion date;
4. Any previous time extensions granted (number and duration);
5. The extension of time requested.

5.3.2 In addition, the application for extension of time shall set forth in detail;

1. The nature of each alleged cause of delay in completing the Work; and
2. The date upon which each such cause of delay began and ended and the number of dates attributable to each such cause; and
3. A statement that the CMAR waives all claims except for those delineated in the application, and the particulars of any claims which the CMAR does not agree to waive. For time extensions for Substantial Completion and final completion payments, the application shall include a detailed statement of the dollar amounts of each claim item reserved; and
4. A statement indicating the CMAR's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance and payment for Work performed and that the UCFD retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

5.4 ERRORS, DISCREPANCIES AND OMISSIONS

5.4.1 If the CMAR observes errors, discrepancies or omissions in the Contract Documents, it will promptly notify the UCFD and request clarification. The CMAR will provide a copy of any notice to the UCFD Contract Administrator.

5.4.2 If the CMAR proceeds with the Work affected by any errors, discrepancies or omissions, without receiving clarifications, it does so at its own risk. Adjustments involving these circumstances made by the CMAR before clarification by the Design Professional are at the CMAR's risk.

5.5 UCFD REQUESTED CHANGE IN WORK. The UCFD reserves the right to make, at any time during the progress of the Work, any alterations as may be found necessary or desirable.

5.5.1 Any alterations and changes will not invalidate this Contract nor release the surety, and the CMAR agrees to perform the Work as altered, the same as if it had been a part of the original Contract Documents. The CMAR will notify the

surety of the changes and will assure that the alterations and changes are adequately covered by the surety bond.

- 5.5.2** Upon receipt of a request for Change in Work, the CMAR will prepare a proposal in significant detail according to Article 5.11. The CMAR's proposal will include a detailed description of any schedule impact.
- 5.5.3** Legal Requirements. The Contract Price or Contract Times will be adjusted to compensate the CMAR for the effects of any changes in the Legal Requirements enacted after the date of the Contract or the date of the GMP, affecting the performance of the Work.

5.6 CHANGE ORDERS

- 5.6.1** The UCFD and the CMAR will negotiate Change Orders in good faith and as expeditiously as possible in order to arrive at appropriate adjustments for a Change Order. Upon reaching an agreement, the parties will prepare and execute an appropriate Change Order reflecting the terms of the adjustment. The change in the Work may or may not include an adjustment in the Contract Price or Contract Time.
- 5.6.2** All changes in the Work authorized by Change Orders will be performed under the conditions of the Contract Documents. The decision to issue Change Orders rests solely with the UCFD and any decision to issue a Change Order must be promptly complied with by the CMAR, subject to the provisions of Article 5.4. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the UCFD's Board of Directors.
- 5.6.3** The execution of a Change Order by the CMAR shall constitute conclusive evidence of the CMAR's agreement to the ordered changes in work, this Contract as thus amended, the Contract Price, and the time for performance by the CMAR. The CMAR, by executing the Change Order, waives and forever releases any claim against the UCFD for any additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Change Order of which the CMAR knew or should have known.
- 5.6.4** The UCFD may direct the CMAR to perform additional work under the contract by issuing a Construction Change Directive when time and/or cost of the work is not in agreement between the UCFD and the CMAR. During the pendency of a resolution of the price and/or time adjustments between the UCFD and the CMAR, the CMAR may not suspend work and will comply with the Construction Change Directive.

5.7 UNILATERAL DETERMINATION OF CHANGE ORDER VALUE

If no mutual agreement occurs between the UCFD and the CMAR, the change in Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions to the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit, but shall not include home-office overhead or other indirect

costs and components. The calculation of actual costs shall conform to Article 5.11.2. Any such costs or savings shall be documented in the format and with such content and detail as the UCFD requires. The CMAR shall promptly submit such documentation and other backup as the UCFD may require in evaluating the actual costs incurred.

5.8 ADDITIONAL CHANGE ORDER COST REQUIREMENTS

The cost of all items listed in the CMAR's proposal shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered. The CMAR's or Subcontractor's submittals shall include the cost of materials, sales tax, cost of all transport, equipment costs and any direct Project expenses. CMAR's or Subcontractor's Direct Labor Costs shall be limited to the hourly rate of directly involved workmen, employer contributions toward CMAR standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave. CMAR's or Subcontractor's Indirect Costs may include license fees, bond premiums, supervision, and vehicle expense directly related to the Change order.

5.9 LIMITATION OF COMPENSABLE ITEMS

5.9.1 For Change Orders, the total cost or credit to the UCFD shall be based on the following schedule:

1. CMAR's Materials Costs.
2. CMAR's Direct Labor Costs.
3. CMAR's Equipment Costs (includes owned/rented equipment).
4. Applicable Subcontractor Costs.
5. Subtotal of Costs to the CMAR.
6. CMAR's Overhead and Profit.
7. Insurance, Bond, and Sales Tax, as applicable.
8. Total Cost or Credit to the UCFD.

5.10 FIELD ORDERS

5.10.1 The UCFD has authority to initiate Field Orders that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Field Orders will be imposed by written order and will be binding on the UCFD and the CMAR. The CMAR will carry out any written orders promptly.

5.10.2 Field Orders will not involve an adjustment in the Contract Price or Contract Times unless or until an adjustment becomes a Change Order.

5.10.3 The CMAR may make minor changes in the Work, but the CMAR will promptly inform the UCFD, in writing, of any changes and record the changes, if appropriate, on the Project Record Documents maintained by the CMAR.

5.11 CONTRACT PRICE ADJUSTMENTS

5.11.1 The increase or decrease in Contract Price resulting from a Change in the Work will be determined by one of the following methods stated in order of preference:

1. Using direct cost labor and material rates established in the contract documents as a basis of the Contract Price adjustment;
2. Using unit prices found in the Contract or as subsequently agreed between the parties;
3. A mutually agreed upon accepted, allowance, properly itemized and supported by sufficient substantiating data to permit evaluation by the UCFD; and
4. A negotiated CMAR Construction Fee for the Change in Work equal to additional Indirect Costs resulting from the Change in the Work plus any negotiated profit.

5.11.2 If an increase or decrease cannot be agreed to as provided in Articles 5.7 and 5.8, the cost of the Change of the Work will be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable CMAR Construction Fee, according to the methodology used to establish the contract GMP. The CMAR will maintain a documented, itemized accounting evidencing the expenses and savings associated with the changes.

5.11.3 If unit prices are included in the Contract Documents or are subsequently agreed to by the parties, but application of the unit prices will cause substantial inequity to the UCFD or the CMAR because of differences in the character or quantity of the unit items as originally contemplated, the unit prices will be equitably adjusted.

5.11.4 If the UCFD and the CMAR disagree upon the amount to be paid, whether the CMAR is entitled to be paid for any services required by the UCFD or if there are other disagreements over the Scope of Work, proposed changes to the Work, or the time required to complete the Work, the UCFD and the CMAR will resolve the dispute in accordance with Article 7.

1. As part of the negotiation process, the CMAR will furnish the UCFD with a good faith estimate of the costs to perform the disputed services or the additional time required in accordance with the UCFD's interpretations.
2. If the parties are unable to agree and the UCFD expects the CMAR to perform the services in accordance with the UCFD's interpretations, the CMAR will proceed to perform the disputed services, conditioned

upon the UCFD issuing a written order to the CMAR (i) directing the CMAR to proceed and (ii) specifying the UCFD's interpretation of the services that are to be performed.

5.11.5 Emergencies. In any emergency affecting the safety of persons or property, or both, the CMAR will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price or Contract Time(s), or both, resulting from emergency work will be determined as provided in this Article 5.

ARTICLE 6 – PROCEDURE FOR PAYMENT

6.0 For and in consideration of the faithful performance of the Work required to be done by the Contract Documents, and in accordance with the directions of the UCFD and to its satisfaction, the UCFD agrees to pay the CMAR the Cost of the Work performed and any applicable costs for general conditions, insurance, bonding, and taxes, but no more than the GMP as adjusted by any Change Orders and provisions of Article 5. Payment for the specific Work under this Contract will be made in accordance with payment provisions of this Article 6.0.

6.1 GMP PAYMENT REQUEST

6.1.1 At the Preconstruction conference described in Article 1.3, the CMAR will submit for the UCFD's review and approval a Schedule of Values. The Schedule of Values will (i) be based on the bids accepted from the successful Subcontractors (ii) include values for all items comprising the GMP including any UCFD allowances, and (iii) serve as the basis for monthly progress payments made to the CMAR throughout the Work.

6.1.2 At least 5 working days before the date established for a Payment Request, the CMAR will meet with the Contract Administrator to review the progress of the Work, as it will be reflected on the CMAR Payment Request. The CMAR Payment Request will constitute the CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the CMAR Payment Request, and that title to all the Work will pass to the UCFD free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

6.1.3 The CMAR's Payment Request may request payment for equipment and materials not yet incorporated into the Project if construction progress is in reasonable conformance with the approved schedule.

1. For equipment and materials properly stored at the Site, the equipment and materials will be protected by suitable insurance and the UCFD will receive the equipment and materials free and clear of all liens and encumbrances.
2. For materials and equipment stored off the Site, the UCFD must approve the storage. The material and equipment must be stored within Maricopa County and be accessible for the UCFD's inspection. Title to the materials and equipment will protect the UCFD's interest and will include applicable insurance, bonding, storage and transportation to the Site.
3. The UCFD will be named as an Additional Insured on all insurance required for all stored materials or equipment.

6.1.4 The CMAR will submit a Payment Request in a format acceptable to the UCFD on a date established by the UCFD and the CMAR. The Payment Request will be submitted to the Contract Administrator as identified in Article 7.3. This submittal will include, at a minimum, a narrative

description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and the Subcontractors' actual request for payment plus similar narrative and listing of their work.

- 6.1.5** Payments for these services negotiated as a fixed unit price will be made in accordance with actual measured quantities completed during the preceding month as itemized on the Schedule of Values and stated in Exhibit C.2. Payment for services negotiated as a lump sum will be made in accordance with the percentage of the services completed during the preceding month as itemized on the Schedule of Values in Exhibit C. Those services negotiated, as a not-to-exceed reimbursable sum will be paid in accordance with the actual costs of the service expended during the preceding month. The UCFD will review Payment Requests and make recommendations for approval or denial within 7 days after the UCFD's receipt of each properly submitted and accurate Construction Payment Request, but in each case less the total of payments previously made, and less amounts properly withheld as retention under Article 6.3. Payment Requests will be considered approved and certified for payment after 7 days unless before that time, the Contract Administrator issues a specific finding setting forth in detail those items in the Request for Payment that are not approved for payment.
- 6.1.6** The CMAR agrees at its own cost and expense, to perform all construction, as called for by this Contract free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in this Contract.
- 6.1.7** Each Schedule of Values will be submitted as prescribed in this Contract and others, and subject to adjustment in accordance to this Contract and will serve as the basis for monthly progress payments made to the CMAR throughout the construction. It is understood that the Work under this Project will be accomplished under multiple GMPs.
- 6.1.8** The CMAR will submit to the UCFD on the monthly anniversary of the construction NTP date beginning with the first month after the construction NTP date the "Construction Payment Request".

6.2 PAYMENT OF GMP

- 6.2.1** The UCFD will make payment in accordance with A.R.S. §34-609. Payment will be made no later than 14 days after the CMAR Payment Request is certified and approved by the UCFD's Contract Administrator, less amounts properly retained under Article 6.3. The CMAR will pay all sums due to the subcontractors and suppliers for services and materials within 7 days after the CMAR has received payment from the UCFD.
- 6.2.2** The UCFD will pay the CMAR all amounts properly due. If the UCFD determines that the CMAR is not entitled to all or part of a CMAR Payment Request, it will notify the CMAR in writing within 7 days after the date the CMAR Payment Request is received by the UCFD. The notice will indicate the specific amounts the UCFD intends to withhold, the reasons and contractual basis for the withholding, and the specific measures the CMAR must take to rectify the UCFD's concerns. The

CMAR and the UCFD will attempt to resolve the UCFD's concerns. If the parties cannot resolve these concerns, the CMAR may pursue its rights under the Contract Documents, including those under Article 7.

6.3 RETENTION OF GMP

6.3.1 The UCFD will retain 10% of each CMAR Payment Request amount, provided, however, that when 50% of the Work has been completed by the CMAR, on CMAR's request one-half of the amount retained, including any substituted securities, will be paid to the CMAR if the CMAR is making satisfactory progress on the Contract, and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is 50% completed, no more than 5% of the amount of any subsequent progress payments may be retained if the CMAR is making satisfactory progress on the Contract. If, however, the UCFD determines that satisfactory progress is not being made on the Contract, the UCFD may reinstate the 10% retention for all remaining progress payments.

6.3.2 In lieu of retention, the CMAR may provide an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities guaranteed by the United States, securities of the United States, the State of Arizona, Arizona counties, Arizona municipalities, Arizona school districts, or shares of savings and loan institutions authorized to transact business in Arizona.

1. Securities deposited in lieu of retention must be deposited into a separate account with a bank having a branch located in the Town of Carefree or neighboring community.
2. CDs and Securities will be assigned exclusively for the benefit of the UCFD in accordance with the UCFD's requirements.

6.4 SUBSTANTIAL COMPLETION

6.4.1 It is acknowledged and understood that the Carefree Water Consolidation Project will be completed under multiple GMP's, with the work under each GMP identified as a "Project" for purposes of this and subsequent Contracts. Substantial Completion will be for the entire "Project" (as defined in each GMP) unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion will be in accordance with its definition in Article 12, and with the criteria in the Notice to Proceed.

6.4.2 Before notifying the UCFD as required in Article 6.4.3 below, the CMAR must inspect the Work and prepare and submit to the UCFD a comprehensive list of items to be completed or corrected. The CMAR will proceed promptly to complete and correct items on the list. Failure to include an item on the list does not alter the responsibility of the CMAR to complete all Work in accordance with the Contract Documents.

6.4.3 The CMAR will notify the UCFD when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

- 6.4.4** Within 5 days of the UCFD's receipt of the CMAR's notice, the UCFD and the CMAR will jointly inspect the Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- 6.4.5** If the Work is substantially complete, the UCFD will prepare and issue a Certificate of Substantial Completion that will establish (i) the date of Substantial Completion of the Work or portion of the Work, (ii) the remaining items of Work that have to be completed within 30 calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing the UCFD's and the CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.
- 6.4.6** The UCFD, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items in Article 6.4.5 above, (ii) the CMAR and the UCFD have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) the UCFD and the CMAR agree that the UCFD's use or occupancy will not interfere with the CMAR's completion of the remaining Work.
- 6.4.7 Substantial Completion.** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, the UCFD may release to the CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, not to exceed two and one half times (2.5) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.5 FINAL ACCEPTANCE

Upon receipt of written notice that the Work or identified portions of the Work are ready for final inspection and acceptance, the UCFD and the CMAR will jointly inspect to verify that the remaining items of Work have been completed as described in Article 6.4. Upon verification that the items have been satisfactorily completed, the UCFD will issue a Final Acceptance Letter.

6.6 FINAL PAYMENT

- 6.6.1** After receipt of a final CMAR Payment Request, and provided that the CMAR has completed all of the Work in conformance with the Contract Documents, the UCFD will make final payment 14 days after the UCFD has issued its Final Acceptance Letter.
- 6.6.2** At the time of submission of its final CMAR Payment Request, the CMAR will provide the following information:
1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other

items performed, furnished or incurred for or in connection with the Work which will in any way affect the UCFD's interests;

2. An affidavit regarding settlement of claims executed by the CMAR waiving, upon receipt of final payment by the CMAR, all claims, except those claims previously made in writing to the UCFD and remaining unsettled at the time of final payment; and
3. Consent of the CMAR's surety, if any, to final payment.

6.7 EXTENSION OF TIME FOR FINAL PERFORMANCE

In the event the CMAR is delayed in performing any task, which at the time of the delay is then critical, or which during the delay becomes critical, as the sole and exclusive result of any act or omission by the UCFD, or someone acting on the UCFD's behalf, or by UCFD authorized Change Orders, unusually severe weather not reasonably anticipatable, fire, or other Acts of God, occurring without the fault or negligence of the CMAR, the date for achieving Substantial Completion, or, as applicable, final completion, will be appropriately adjusted by the UCFD upon the written claim of the CMAR to the UCFD filed in full compliance with the Contract Documents. A task is critical within the meaning of this Article if the task is on the critical path of the most recently approved Progress Schedule so that a Delay in performing the task will Delay the ultimate completion of the Project. ANY CLAIM FOR AN EXTENSION OF TIME BY THE CMAR MUST STRICTLY COMPLY WITH THE REQUIREMENTS OF ARTICLE 7 BELOW. IF THE CMAR FAILS TO MAKE SUCH CLAIM AS REQUIRED IN THIS ARTICLE, ANY CLAIM FOR AN EXTENSION WILL BE WAIVED AND SHALL BE DISMISSED.

6.8 PAYMENTS TO SUBCONTRACTORS OR SUPPLIER

6.8.1 The CMAR will pay its Subcontractors or suppliers within 7 calendar days after receipt of each progress payment from the UCFD, unless otherwise agreed in writing by the CMAR and Subcontractor or supplier. The CMAR will pay for the amount of the Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the UCFD with each progress payment. In addition, any reduction of retention by the UCFD to the CMAR will result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. The CMAR will pay Subcontractors or suppliers the reduced retention within 7 calendar days of the payment of the reduction of the retention to the CMAR. No Contract between the CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided in this Contract.

6.8.2 If the CMAR fails to make payments in accordance with these provisions, the UCFD may take any of one or more of the following actions and the CMAR agrees that the UCFD may take these actions:

1. To hold the CMAR in default under this Contract;

2. Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;
3. Reject all future offers to perform work for the UCFD from the CMAR for a period not to exceed one year from Substantial Completion date of this project; or
4. Terminate this Contract.

6.8.3 If the CMAR's payment to a Subcontractor or supplier is in dispute, the CMAR and Subcontractor or supplier agree to submit the dispute to any one of the following dispute resolution processes within 14 calendar days from the date any party gives notice to the other: (a) binding arbitration; (b) a form of alternative dispute resolution (ADR) agreeable to all parties, or (c) a UCFD facilitated mediation. When a disputed claim is resolved through ADR or otherwise, the CMAR and Subcontractor or supplier agrees to implement the resolution within 7 calendar days after the resolution date.

6.8.4 Should the UCFD fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Article, this failure or delay will not be considered a waiver, release or modification of the requirements of this Article or of any of the terms or provisions of this Contract.

6.8.5 The CMAR will include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

6.9 RECORD KEEPING AND FINANCE CONTROLS

6.9.1 Records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the UCFD and the CMAR will be kept on a generally recognized accounting basis.

From the effective date of this Contract and until 3 years after the date of final payment by the UCFD to the CMAR, the UCFD, its authorized representative, and the appropriate federal or state agencies, reserve the right to audit the CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders or Contract Modifications. The UCFD or its authorized representative will have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and will be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Article. The UCFD will give the Contractor or Subcontractor reasonable advance notice of intended audits.

The UCFD reserves the right to decrease the Contract Price or payments made on this Contract if, upon audit of the CMAR's records, the audit discloses the CMAR has provided false, misleading, or inaccurate cost and pricing data.

- 6.9.2** The CMAR will include similar provisions in all of its Contracts with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the UCFD, its authorized representative, and the appropriate Federal and State agencies, have access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.
- 6.9.3** The UCFD reserves the right to decrease Contract Price or payments, or both, made on this Contract if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants or Subcontractors, or both, do not allow the UCFD to audit their records to verify the accuracy and appropriateness of pricing data.
- 6.9.4** If an audit discloses overcharges, of any nature, by the CMAR to the UCFD in excess of 1% of the total contract billings, the actual cost of the UCFD's audit will be reimbursed to the UCFD by the CMAR. Any adjustments or payments, or both, which must be made as a result of any audit or inspection of the CMAR's invoices and records will be made within a reasonable amount of time (not to exceed 90 days) after presentation of the UCFD's findings to the CMAR.
- 6.9.5** This audit provision includes the right to inspect personnel records as required by Section 11.35.

ARTICLE 7 – CLAIMS AND DISPUTES

7.0 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

7.1 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

- 7.1.1** If either the CMAR or the UCFD believes that it is entitled to relief against the other for any event arising out of or related to the Work, that party will provide written notice to the other party of the basis for its claim for relief. The claims shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which notice has been given must be submitted in writing to the UCFD within thirty (30) days after notice has been received.
- 7.1.2** That notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in applicable Articles of the Contract.
- 7.1.3** Written notice will be given within a reasonable time, not to exceed ten (10) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 7.1.4** Notice must include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of the request. ANY NOTICE OF CLAIM NOT FILED WITH THE UCFD WITHIN SUCH TIME AND IN COMPLIANCE WITH THE PRECEEDING PROVISIONS SHALL BE CONSIDERED TO HAVE BEEN WAIVED AND SHALL BE DISMISSED.
- 7.1.5** In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the UCFD therefore, unless emergency conditions exist, the CMAR shall strictly comply with the requirements of this section and such claim shall be made by the CMAR before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CMAR of any claims for compensation.
- 7.1.6** The CMAR must continue its performance under this contract regardless of the existence of any claims by the CMAR.
- 7.1.7** In a claim by the CMAR against the UCFD for compensation in excess of the Contract sum, any liability of the UCFD to the CMAR shall be strictly limited and computed in accordance with the Contract documents and shall in no event include indirect costs (such as home office overheads or consequential damages of the CMAR or any estimated costs or damages.

7.2 DISPUTE AVOIDANCE AND RESOLUTION

- 7.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or

disagreements do arise, the CMAR and the UCFD each commit to resolving any disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

- 7.2.2** The CMAR and the UCFD will first attempt to resolve disputes or disagreements at the field level through discussions between the CMAR's Representative, the Project Manager and the Construction Admin Supervisor.
- 7.2.3** If a dispute or disagreement cannot be resolved through the CMAR's Representative, and the UCFD's Contract Administrator, the CMAR's Senior Representative and the UCFD's Senior Representative, upon the request of either party, will meet as soon as conveniently possible, but in no case later than 30 days after the request is made, to attempt to resolve the dispute or disagreements.
- 7.2.4** Before any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreements. Should the Parties' Senior Representatives be unable to resolve the dispute or disagreement, the parties shall submit the matter to binding private arbitration. Any settlement agreement signed by the parties pursuant to the arbitration shall be binding.
- 7.2.5** Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, the CMAR will continue to perform the Work and the UCFD will continue to satisfy its payment obligations to the CMAR pending the final resolution of any dispute or disagreement between the CMAR and the UCFD.

7.3 REPRESENTATIVES OF THE PARTIES

7.3.1 Contract Administrators

The UCFD designates the individual listed below as its Senior Representative ("UCFD's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2:

Greg Crossman, PE
District Manager
7181 Ed Everett Way, P.O. Box 702, Carefree, AZ 85377
(480) 488-9100
greg@carefreewaterco.com

The UCFD designates the individual listed below as its Contract Administrator:

Greg Crossman, PE
District Manager
7181 Ed Everett Way, P.O. Box 702, Carefree, AZ 85377
(480) 488-9100
greg@carefreewaterco.com

The UCFD designates the individual listed below as its Construction Admin Supervisor:

Greg Crossman, PE
District Manager
7181 Ed Everett Way, P.O. Box 702, Carefree, AZ 85377
(480) 488-9100
greg@carefreewaterco.com

7.3.2 CMAR's Representatives

The CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2:

Daniel J. Spitz, P.E., President
Achen-Gardner Construction, LLC
550 South 79th Street
Chandler, AZ 85266
(480) 940-1300
dspitza@achen.com

The CMAR designates the individual listed below as its Project Manager:

Brian Froelich, Project Manager
Achen-Gardner Construction, LLC
550 South 79th Street
Chandler, AZ 85266
(480) 940-1300
bfroelich@achen.com

ARTICLE 8 – SUSPENSION AND TERMINATION

8.0 UCFD’S RIGHT TO STOP WORK

The UCFD may, at its discretion and without cause, order the CMAR in writing to stop and suspend the Work. Immediately after receiving this notice, the CMAR must discontinue advancing the Work specified in this Contract. The suspension may not exceed 180 consecutive days. If the UCFD suspends the Work for 181 consecutive Days or more, the suspension will be a Contract termination for convenience.

The CMAR may seek an adjustment of the Contract Price or Contract Time, or both, if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by the UCFD.

8.1 TERMINATION FOR CONVENIENCE

8.1.1 Upon receipt of written notice to the CMAR, the UCFD has the right to terminate this Contract or abandon any portion of the Project for which services have not been performed by the CMAR.

1. The CMAR will estimate the value of the Work it has completed and submit its appraisal to the UCFD for evaluation. The UCFD will have the right to inspect the Work to appraise the Work completed.
2. The CMAR will receive compensation for services performed to the date of termination as provided in Article 6.5 of this Contract and the fee will be paid in accordance with Article 6.5.2 and will be an amount mutually agreed upon by the CMAR and the UCFD. If there is no mutual agreement, the final determination will be made in accordance with Article 7.
3. The CMAR will not be entitled to anticipated profit or anticipated overhead but is entitled to recover apportioned profit and overhead proportional to the amount of the Work completed. In no event will the fee exceed that stated in Article 8.1.4 of this Contract or as may be subsequently amended.
4. The UCFD will make the final payment within 60 days after the CMAR has delivered the last of the partially completed items and the final fee has been agreed upon.
5. If the UCFD terminates this Contract in accordance with the provisions of this Article and proceeds to construct the Project through its employees, agents or third parties, the UCFD’s rights to use the work product will be as provided in Article 8.3.

8.1.2 Upon any termination during construction services, the CMAR will proceed with the following obligations:

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.

3. Terminate all subcontracts to the extent they relate to the Work terminated.
4. Assign to the UCFD all right, title and interest of the CMAR under the subcontracts terminated, in which case the UCFD will have the right to settle or to pay any termination settlement proposal arising out of those terminations.
5. Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the CMAR and to which the UCFD has or may acquire an interest.
6. Comply with the requirements of Article 6.6.2 (1), (2) and (3).

8.1.3 The CMAR will submit complete termination inventory schedules no later than 60 days from the date of the notice of termination.

8.1.4 The UCFD will pay CMAR the following:

1. The direct value of its completed Work and materials supplied as of the date of termination;
2. The reasonable costs and expenses attributable to any termination; and
3. The CMAR will be entitled to profit and overhead on completed Work only, but will not be entitled to anticipated profit or anticipated overhead. If it appears the CMAR would have sustained a loss on the entire Work had the Project been completed, the CMAR will not be allowed profit and the UCFD will reduce the settlement to reflect the indicated rate of loss.

8.1.5 The CMAR will maintain all records and documents for 3 years after final settlement. These records will be maintained and subject to auditing as prescribed in Article 6.8.

8.2 CANCELLATION FOR CAUSE

The UCFD may also cancel this Contract or any part of this Contract with 7 days' notice for cause in the event of any default by the CMAR, or if the CMAR fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance despite a reasonable opportunity to cure as judged by the Contract Administrator, and failure to provide the UCFD, upon request, with adequate assurances of future performance will all be causes allowing the UCFD to cancel this Contract for cause. In the event of cancellation for cause, the CMAR will be entitled to amounts due and owing to the CMAR under this Contract for work performed, but will also be liable to the UCFD for any and all damages available under the Contract sustained by reason of the default that gave rise to the cancellation.

8.3 UCFD’S RIGHT TO PERFORM AND CANCEL FOR CAUSE

- 8.3.1** If the CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants or Subcontractors, or both, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as these times may be adjusted, or (vi) perform material obligations under the Contract Documents, then the UCFD, in addition to any other rights and remedies provided in the Contract Documents or by law, has the rights stated in Articles 8.3.3, 8.3.4 and 8.3.5.
- 8.3.2** In the event the CMAR is in violation of any applicable Federal, State, County or UCFD law, regulation or ordinance, the UCFD may cancel this Contract immediately upon giving notice and a reasonable opportunity to cure to the CMAR. In the event the UCFD cancels this Contract or any part of the services, the UCFD will notify the CMAR in writing, and immediately upon receiving notice, the CMAR will discontinue advancing the Work under this Contract and proceed to close all operations.
- 8.3.3** If the UCFD provides the CMAR with a written order to correct deficiencies, to provide adequate maintenance of traffic, adequate cleanup, adequate dust control, or to repair damage resulting from abnormal weather conditions, and the CMAR fails to comply within the time frame specified, the UCFD may have work accomplished by other sources at the CMAR’s expense.
- 8.3.4** Upon the occurrence of an event as stated in Article 8.3, the UCFD may provide written notice to the CMAR that it intends to cancel the Contract unless the problem cited is cured, or commenced to be cured, within 7 days of the CMAR’s receipt of notice.
- 8.3.5** If the CMAR fails to cure, or undertake reasonable efforts to cure the problem, then the UCFD may give a second written notice to the CMAR of its intent to cancel within an additional 7 day period.
- 8.3.6** If the CMAR, within this second 7 day period, fails to cure, or undertake reasonable efforts to cure the problem, then the UCFD may declare the Contract canceled for cause by providing written notice to the CMAR of this declaration.
- 8.3.7** Upon declaring the Contract canceled in accordance with Article 8.3.6, the UCFD may enter upon the premises and take possession of all materials and equipment, for the purposes of completing the Work.
- 8.3.8** Upon cancellation or abandonment, the CMAR will deliver to the UCFD all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the UCFD. Use of incomplete data will be the UCFD’s sole responsibility.
- 8.3.9** The CMAR will appraise the Work it has completed and submit its appraisal to the UCFD for evaluation.

- 8.3.10** If through any cause, the CMAR fails to fulfill in a timely and proper manner its obligations under this Contract, or if the CMAR violates any of the covenants, agreements, or stipulations of this Contract, the UCFD may withhold any payments to the CMAR for the purpose of setoff until such time as the exact amount of damages due the UCFD from the CMAR is determined by a court of competent jurisdiction.
- 8.3.11** In the event of cancellation for cause, the CMAR will not be entitled to receive any further payments under the Contract Documents until the Work is finally completed in accordance with the Contract Documents. At that time, the CMAR will only be entitled to be paid for Work performed and accepted by the UCFD before its default.
- 8.3.12** If the UCFD's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the CMAR will be obligated to pay the difference to the UCFD. These costs and expense will include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the UCFD in connection with the eProcurement and defense of claims arising from the CMAR's default.
- 8.3.13** If the UCFD improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of Article 8.1.

ARTICLE 9 – INSURANCE AND BONDS

9.0 INSURANCE REQUIREMENTS

9.1 INSURANCE REQUIREMENTS

- 9.1.1** At the same time as execution of this Contract, the CMAR shall furnish the UCFD a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona.
- 9.1.2** The CMAR, Subcontractors and Subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by the CMAR, his agents, representatives, employees, or Subcontractors.
- 9.1.3** The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- 9.1.4** The UCFD in no way warrants that the minimum limits contained in this Contract are sufficient to protect the CMAR from liabilities that might arise out of the performance of the Contract services under this Contract by the CMAR, his agents, representatives, employees, Subcontractors or Subconsultants and the CMAR is free to purchase any additional insurance as may be determined necessary.
- 9.1.5** Claims Made. In the event any insurance policies required by this Contract are written on a “claims made” basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all “claims made” policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the “claims made” coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

- 9.2 MINIMUM SCOPE AND LIMITS OF INSURANCE.** The CMAR will provide coverage and with limits of liability not less than those stated below.

9.2.1 Commercial General Liability - Occurrence Form

Commercial General Liability: CMAR must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed

Operations Annual Aggregate, and a \$2,000,000 operations, independent contractors, products completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

9.2.2 Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles

Vehicle Liability: CMAR must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CMAR owned, hired, and non-owned vehicles assigned to or used in the performance of the CMAR’s work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

9.2.3 Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance: CMAR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CMAR employees engaged in the performance of work or services under this Contract and must also maintain Employers’ Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

9.2.4 Professional Liability

Professional Liability: If the Contract is the subject of any professional services or work performed by the CMAR, or if the CMAR engages in any professional services or work adjunct or residual to performing the work under this Contract, the CMAR must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the CMAR, or anyone employed by the CMAR, or anyone whose acts, mistakes, errors and omissions the CMAR is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage will extend for 3 years past completion and acceptance of the work or services, and the CMAR, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

If there is no Professional Liability work or service as a part of this Contract, the UCFD will waive the Professional Liability insurance requirement in writing.

9.3 SELF-INSURED RETENTIONS. Any self-insured retentions and deductibles must be declared and approved by the UCFD. If not approved, the UCFD may

require that the insurer reduce or eliminate any self-insured retentions with respect to the UCFD, its officers, officials, agents, employees, and volunteers.

9.4 OTHER INSURANCE REQUIREMENTS. The policies are to contain, or be endorsed to contain, the following provisions:

9.4.1 Coverage Terms and Required Endorsements.

1. The Commercial General Liability, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The Town of Carefree, Arizona Utilities Community Facilities District (UCFD), the Carefree Water Company (Water Company), and the Town of Carefree (Town), its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CMAR including the UCFD's, Water Company's, and Town's general supervision of the CMAR; Products and Completed operations of the CMAR; and automobiles owned, leased, hired, or borrowed by the CMAR.
2. The UCFD, Water Company, and Town, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CMAR even if those limits of liability are in excess of those required by this Contract.
3. The CMAR's insurance coverage must be primary insurance with respect to the UCFD, Water Company, and Town, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the UCFD, Water Company, and Town, its officers, officials, agents, and employees must be in excess of the coverage provided by the CMAR and must not contribute to it.
4. The CMAR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage provided by the CMAR must not be limited to the liability assumed under the indemnification provisions of this Contract.
6. The policies must contain a waiver of subrogation against the UCFD, Water Company, and Town, its officers, officials, agents, and employees, for losses arising from Work performed by the CMAR for the UCFD.
7. The CMAR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. The CMAR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Contract insurance requirements, including naming the UCFD, Water Company, and Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9.4.2 Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the UCFD, Water Company, and Town, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by the CMAR for the UCFD, Water Company, or Town.

9.5 SUBCONSULTANT'S AND SUBCONTRACTOR'S INSURANCE. Unless the CMAR's Subconsultants and Subcontractors can provide the same level of coverage as detailed in Article 9.2 and name the UCFD, Water Company, and Town and the CMAR as Additional Insureds, the CMAR's certificates must include all Subcontractors and Subconsultants as insureds under its policies or the CMAR must maintain separate certificates and endorsements for each Subcontractor and Sub consultant. All coverages for Subcontractors and Subconsultants must be in the amounts shown in Article 9.2. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the UCFD. The UCFD, Water Company, and Town must also be named as a Loss Payee under the Builders' Risk-Installation coverage, if applicable.

9.6 NOTICE OF CANCELLATION. If the CMAR receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the CMAR's responsibility to provide prompt notice to the Contract Administrator of same to the UCFD, unless such coverage is immediately replaced with similar policies. Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits except until after 30 days written notice has first been given, by certified mail, return receipt requested to:

Town of Carefree, Arizona Utilities Community Facilities District
7181 Ed Everett Way
P.O. Box 702
Carefree, Arizona 85377

9.7 ACCEPTABILITY OF INSURERS. Without limiting any obligations or liabilities of the CMAR, the CMAR must purchase and maintain, at its own expense, the required minimum insurance with duly licensed or approved non-admitted insurers in the State of Arizona with an A.M. Best rating of not less than B++6 with policies and forms satisfactory to UCFD. Failure to maintain insurance as required may result in termination of this Contract at the UCFD's option.

9.8 VERIFICATION OF COVERAGE

9.8.1 The CMAR must furnish the UCFD Certificates of Insurance (ACORD form or equivalent approved by the UCFD) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

9.8.2 All certificates and endorsements are to be received and approved by the UCFD before Work commences except for Builders' Risk Insurance, which must be received and approved as provided in Article 9.2.5. Each insurance policy required by this Contract must be in effect at or before

the earlier of commencement of Work under the Contract Documents or the signing of this Contract except for Builders' Risk Insurance which must be in effect before commencement of Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

9.8.3 All certificates of insurance required by this Contract must be sent directly to the UCFD. **The project number and project description must be included on the Certificates of Insurance.** The UCFD reserves the right to require complete certified copies of all insurance policies required by this Contract, at any time.

9.9 APPROVAL. Any modification or variation from the insurance requirements in this Contract must be approved by the Risk Management Division, whose decision is final. This action will not require a formal contract amendment but may be made by administrative action.

9.10 BONDS AND OTHER PERFORMANCE SECURITY

9.10.1 Before execution of this Contract, the CMAR must provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP. Bonds must be submitted in accordance with Title 34, Chapter 6 of the Arizona Revised Statutes and will be in substantially the same form as Exhibits C and D attached to this Contract. Ken looking into.

9.10.2 Each bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within 2 years before the execution of this Contract.

9.10.3 The bonds must be made payable and acceptable to the UCFD.

9.10.4 The bonds must be written or countersigned by an authorized representative of the surety and the bonds must have attached a certified copy of the Power of Attorney of the signing official.

1. If one Power of Attorney is submitted, it must be for twice the total GMP amount.

2. If two Powers of Attorney are submitted; each must be for the total GMP amount. Personal or individual bonds are not acceptable.

9.10.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CMAR must promptly furnish a copy of the bonds or permit a copy to be made.

9.10.6 All bonds submitted for this Project must be provided by a company which has been rated "A- or better" by the A.M. Best Company.

ARTICLE 10 – INDEMNIFICATION

10.0 CMAR’S GENERAL INDEMNIFICATION. To the fullest extent permitted by law, upon the assertion of a claim, the CMAR, its successors, assigns and guarantors, must defend, indemnify and hold harmless the UCFD, the Water Company, and the Town, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, investigation and litigation, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, related to, arising from or out of, or resulting from any negligence, recklessness, or intentional wrongful conduct to the extent caused by the CMAR or any of its owners, officers, directors, agents, or employees performing work or services under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages by any of the CMAR employees. This indemnity includes any claim or amount arising out of, or recovered under, the Worker’s Compensation Law or arising out of the failure of the CMAR to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the UCFD, Water Company, and Town shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the UCFD, Water Company, or Town, be indemnified by the CMAR from and against any and all claims. It is agreed that the CMAR will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the CMAR agrees to waive all rights of subrogation against the UCFD, Water Company, or Town its officers, agents, representatives, directors, officials, and employees for losses arising from the work performed by the CMAR for the UCFD, Water Company, or Town.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this Article and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

10.1 INTELLECTUAL PROPERTY

10.1.1 The CMAR must pay all royalties and license fees associated with its performance of services.

10.1.2 The CMAR must defend any action or proceeding brought against the UCFD, Water Company, or Town based on any claim that the Work, or any part of it, or the operation or use of the Work or any part of it, constitutes infringement of any United States patent or copyright, now or subsequently issued. The UCFD, Water Company, or Town will give prompt written notice to the CMAR of any action or proceeding and will reasonably provide authority, information and assistance in the defense of the action. The CMAR will indemnify and hold harmless the UCFD from and against all damages, expenses, losses, royalties, profits and costs, including but not limited to attorneys’ fees and expenses awarded against the UCFD, Water Company, or Town or the CMAR in any action or

proceeding. The CMAR agrees to keep the UCFD, Water Company, and Town informed of all developments in the defense of these actions. The UCFD, Water Company, or Town may be represented by and actively participate through its own counsel in any suit or proceedings if it so desires.

- 10.1.3** If the UCFD, Water Company, or Town are enjoined from the operation or use of the Work, or any part of the Work, as the result of any patent or copyright suit, claim, or proceeding, the CMAR must at its sole expense take reasonable steps to procure the right to operate or use the Work. If the CMAR cannot procure the right within a reasonable time, the CMAR must promptly, at the CMAR's option and at the CMAR's expense, (i) modify the Work so as to avoid infringement of any patent or copyright or (ii) replace the Work with Work that does not infringe or violate any patent or copyright.
- 10.1.4** Articles 10.1.2 and 10.1.3 above will not be applicable to the extent any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by the UCFD, Water Company, or Town and not offered or recommended by the CMAR to the UCFD, Water Company, or Town or (ii) arising from modifications to the Work by the UCFD, Water Company, or Town or its agents after acceptance of the Work, or (iii) relating to the copyrights of any specification, drawings, or any Design Documents provided by the UCFD, Water Company, or Town, the Design Professional, any consultant retained by the UCFD, Water Company, or Town, or by a Subcontractor or Supplier.
- 10.1.5** The obligations contained in this Article 10.1 will constitute the sole Contract between the parties relating to liability for infringement or violation of any patent or copyright.

ARTICLE 11 – GENERAL PROVISIONS

11.0 The CMAR is advised to contact the UCFD and the Town of Carefree to determine the requirements for obtaining a permit for marshaling areas it proposes to use. Marshaling areas must be fenced. The CMAR must obtain written approval from the property owner for marshaling area use. This approval must contain any requirements which are a condition of this approval. Marshaling yard requirements according to M.A.G. Subsection 107.6.1 and UCFD and Town of Carefree requirements will apply.

11.1 CONTRACT DOCUMENTS

11.1.1 Contract Documents are as defined in Article 12.

11.1.2 The Contract Documents form the entire Contract between the UCFD and the CMAR. No oral representations or other Contracts have been made by the parties except as specifically stated in the Contract Documents.

11.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence in the order in which they are listed in the definition of Contract Documents in Article 12. As to drawings and plans, given dimensions will take precedence over scaled measurements, and large scale plans over small-scale plans. Contract specifications will take precedence over Contract plans.

11.1.4 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

11.1.5 This Contract, the Plans, Standard Specifications and Details, Special Provisions, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders (if any) are by reference made a part of this Contract.

11.1.6 Work Product

1. All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared or procured in the performance of this Contract (collectively referred to as documents) are to be and remain the property of the UCFD and are to be delivered to the UCFD before the final payment is made to the CMAR. In the event these documents are altered, modified or adapted without the written consent of the CMAR or the Subconsultants, which consent the CMAR or the Subconsultants will not unreasonably withhold, the UCFD agrees to hold the CMAR and the Subconsultants harmless to the extent permitted by law from the legal liability arising

out of the UCFD's alteration, modification or adoption of the documents.

2. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed, created by the CMAR, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CMAR.

- 11.2 AMENDMENTS.** The Contract Documents may not be changed, altered, modified, or amended in any way except in writing signed by a duly authorized representative of each party.
- 11.3 TIME IS OF THE ESSENCE.** The UCFD and the CMAR mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.
- 11.4 MUTUAL OBLIGATIONS.** The UCFD and the CMAR commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.
- 11.5 COOPERATION AND FURTHER DOCUMENTATION.** The CMAR agrees to provide the documents, as the UCFD will reasonably request to implement the intent of the Contract Documents.
- 11.6 ASSIGNMENT.** Neither the CMAR nor the UCFD will, without the written consent of the other assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents.
- 11.7 FORCE MAJEURE.** Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts will include, but not be limited to, riots, acts of war, acts of terrorism, epidemics, labor disputes not arising out of the actions of the CMAR, governmental regulations imposed after the fact, fire, communication line failures, or power failures.
- 11.8 FUNDS APPROPRIATION.** If the UCFD Council does not appropriate funds to continue this Contract and pay for required charges, the UCFD may terminate this Contract at the end of the current fiscal period. The UCFD agrees to give written notice to the CMAR at least 30 days before the end of its current fiscal period and will pay the CMAR for all approved charges incurred through the end of this period.
- 11.9 CONSTRUCTION METHODS.** If the UCFD provides the CMAR with a written order to provide adequate maintenance of traffic, clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CMAR fails to comply in the time frame specified, the UCFD may have work accomplished by other sources at the CMAR's expense.
- 11.10 UTILITY RELOCATIONS FOR CONSTRUCTION METHODS.** If any utility is relocated or rebuilt to accommodate the CMAR's construction methods and available equipment, the expense will be borne by the CMAR.

- 11.11 DAMAGED UTILITIES DURING CONSTRUCTION.** Any utilities damaged during construction will be replaced at the CMAR's expense as required by the M.A.G. Standard Specifications.
- 11.12 THIRD PARTY BENEFICIARY.** The Contract Documents will not be construed to give any rights or benefits to anyone other than the UCFD and the CMAR, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the UCFD and the CMAR and not for the benefit of any other party.
- 11.13 GOVERNING LAW.** The Contract and all Contract Documents are considered to be made under and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona. Such action must be filed, tried and remain in this Court for any and all proceedings. For this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court, and the CMAR hereby waives the right to have such action removed to Federal District Court.
- 11.14 SEVERABILITY.** If any provision of the Contract Documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and their application will not be affected and are enforceable to the fullest extent permitted by law. In accordance with the provisions of ARS § 41-194.01, should the Attorney General give notice to the UCFD that any provisions of the Contract violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Contract and the UCFD and the CMAR shall, within 10 days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s). If the parties are unable to negotiate a resolution to any issues related to the severed provision(s), the UCFD may terminate this Contract in accordance with the provisions of Article 8 hereof.
- 11.15 LEGAL REQUIREMENTS.** The CMAR will perform all Work in accordance with all Legal Requirements and will provide all notices applicable to the Work as required by the Legal Requirements.
- 11.16 INDEPENDENT CONTRACTOR.** The CMAR is and will be an independent contractor and not an employee or agent of the UCFD.
- 11.17 UCFD'S RIGHT OF CANCELLATION.** All parties to this Contract acknowledge that it is subject to cancellation by the UCFD as provided by Section 38-511, Arizona Revised Statutes.
- 11.18 SURVIVAL.** All warranties, representations and indemnifications by the CMAR will survive the completion or termination of this Contract.
- 11.19 COVENANTS AGAINST CONTINGENT FEES.** The CMAR warrants that no person other than a bona fide employee working solely for the CMAR has been employed or retained to solicit or secure this Contract or any Contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this covenant, the UCFD will have the right to annul this

Contract without liability or at its discretion to deduct from the Contract Price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, together with costs and attorney's fees.

- 11.20 SUCCESSORSHIP.** The CMAR and the UCFD agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the CMAR, its successors and assigns, including any individual, company, partnership or other entity with or into which the CMAR merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the CMAR sells its assets.
- 11.21 ATTORNEY'S FEES.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and is enforceable whether or not the action is prosecuted to judgment.
- 11.22 HEADINGS.** The headings used in this Contract, or any other Contract Documents, are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.
- 11.23 NO WAIVER.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents, or the right of either party to enforce each and every provision.
- 11.24 NOTICE.** All notices or demands required to be given, in accordance with the terms of this Contract, will be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph. Notice given by facsimile or electronic mail (email) will not be considered adequate notice.

To UCFD:	Greg Crossman, PE, District Manager Town of Carefree, Arizona Utilities Community Facilities District 7181 Ed Everett Way P.O. Box 702 Carefree, AZ 85377 (480) 488-9100 greg@carefreewaterco.com
To CMAR:	Brian Froelich, Project Manager Achen-Gardner Construction, LLC 550 South 79 th Street Chandler, AZ 85266 (480) 940-1300 bfroelich@achen.com

11.25 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract the CMAR will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sexual orientation, gender identity, or national origin. The CMAR must include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight. The CMAR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CMAR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

11.26 NO PREFERENTIAL TREATMENT OR DISCRIMINATION: In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the UCFD will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin. **Additional UCFD Rights Regarding Security Inquiries.** In addition to the foregoing, the UCFD reserves the right to: (1) have an employee/prospective employee of the CMAR be required to provide fingerprints and execute other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. §41-1750(G)(4); (2) act on newly acquired information whether or not the information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of the CMAR's employees or prospective employees, or both; and, (4) object, at any time and for any reason, to an employee of the CMAR performing Work (including supervision and oversight) under this Contract.

11.26.1 Terms of this Provision Applicable to all of CMAR's Contracts and Subcontracts. The CMAR will include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

11.26.2 Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Contract are material to the UCFD's entry into this Contract and any breach by the CMAR may, at the UCFD's sole option and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Contract. Termination will subject the CMAR to liability for its breach of contract.

11.27 HAZARDOUS MATERIALS. Upon discovery of hazardous materials, the CMAR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

11.27.1 Unless included in the Work, if the CMAR encounters onsite or as material to be incorporated in the Work, any material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by public

health laws, he will immediately stop work and report the condition to the UCFD.

- 11.27.2** If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by public health laws, the CMAR will not resume work in the affected area until the material has been abated or rendered harmless. The CMAR and the UCFD may agree, in writing, to continue Work in non-affected areas onsite.
- 11.27.3** An extension of Contract Time may be granted in accordance with Article 6.
- 11.27.4** The CMAR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.
- 11.27.5** Despite the provisions of this Article 11.27, the UCFD is not responsible for Hazardous Conditions introduced to the Site by the CMAR, Subcontractors or anyone for whose acts they may be liable. The CMAR will indemnify, defend and hold harmless the UCFD, Water Company, and Town and their officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by the CMAR, Subcontractors or anyone for whose acts they may be liable.

11.28 TRAFFIC CONTROL

- 11.28.1** The Town Engineer or designee must approve the timing and sequence of complete street closures at least 2 weeks before the closure. This approval is necessary to provide coordination with other roadway projects and special events.
- 11.28.2** Adequate barricades and lighted warning signs must be installed and maintained by the CMAR throughout the duration of the Project. All traffic control must be in accordance with the City of Phoenix Traffic Control Manual or the approved barricade plan unless otherwise specified in the Special Provisions.
- 11.28.3** The CMAR must submit a construction schedule and a barricade plan to the Construction Admin Supervisor for approval or modification at least 72 hours before construction is initiated. After review, the Construction Admin Supervisor will forward the construction schedule and barricade plan to the Town Engineer. The Construction Admin Supervisor will return the approved barricade plan to the Contractor or ask for additional information.
- 11.28.4** The CMAR will comply with all provisions of the City of Phoenix Traffic Barricade Manual and any other traffic control provisions as may be provided in the technical specifications or in the approved barricade plan.

11.29 MATERIAL SOURCE. No material source has been designated by the UCFD for use on this Project. MAG Specification, Section 106 will apply as will 2008

ADOT Standard Specifications, Section 106.1, 106.2, 106.7 & 106.8, which outline controls and Section 1001-1, -2, & -4, concerning approval of Contractor furnished material source and supplemental Contracts in regards to environmental analysis and the liability for materials testing costs.

- 11.29.1** A CMAR and Subcontractor furnished source will be defined as a material source, which is neither an ADOT furnished source nor a commercial source, as defined in this Contract.
- 11.29.2** A commercial source will be defined as a material source in which the owner or producer has been for at least one year regularly engaged during regular business hours on a continuous basis in the processing and selling of sand, rock, ready mixed Portland cement concrete, asphaltic concrete and other similar products normally produced and sold to all parties. The company will have an Arizona retail sales tax license.
- 11.29.3** The CMAR and Subcontractor furnished material sources situated in the 100-year flood plain of any stream or watercourse, and located within 1.0 mile upstream and 2.0 miles downstream of any highway structure or surfaced roadway crossing will not be allowed.
- 11.29.4** The location of any new material source or existing non-commercial material source proposed for use on this Project will be reviewed by the appropriate agency having flood plain management jurisdiction over the area of proposed source location. The CMAR and Subcontractor will obtain a letter from the agency addressed to the Contract Administrator certifying that the proposed source location conforms to the requirements of this Contract and applicable Standard Specifications as referenced.
- 11.30** The CMAR will familiarize itself with the nature and extent of the Contract documents, work to be performed, all local conditions, and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 11.31** The CMAR will take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the Town of Carefree Zoning Ordinance, Section 9.13, Landscaping, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.
- 11.32 ENDANGERED HARDWOODS.** Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions will not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.
- 11.33 HOURS OF WORK**
 - 11.33.1** All construction activity and associated work will be restricted to the following hours:

Monday thru Saturday	6:00 a.m. to 7:00 p.m.
Sunday and Holidays	10:00 a.m. to 7:00 p.m.

Construction activity will include any work requiring the use of manually operated or power assisted tools or equipment and vehicles used to excavate, erect or deliver materials associated with construction.

11.33.2 The UCFD may establish other times of work as necessary based on the geographical location of the jobsite in relation to surrounding occupancies, buildings and structures.

11.33.3 The CMAR must submit a written request to the UCFD for a variance from the required work hours at least 7 days before the date for which the variance is desired. Variances will not be granted for more than 30 days at a time. A new application must be made for each additional variance. The CMAR must notify adjacent property owners of the intended work and the duration of the requested variance. Proof of notification must be presented to the UCFD before the variance can be granted.

1. The application for the variance must demonstrate justifiable cause why the work must be done outside the prescribed time period (e.g. pouring concrete during “summer hours”). A variance will not be granted based solely on convenience or for work that can be completed during daytime construction hours.
2. The application for a variance must state the construction permit number, the address of the work, type of work, time period of the work, and the duration of the variance.

11.34 COMPLIANCE WITH FEDERAL AND STATE LAWS. The CMAR understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CMAR agrees that the performance of this Work will be in accordance with these laws and to permit the UCFD to verify compliance. The CMAR will also comply with A.R.S. §34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. §34-302, as amended, “Residence Requirements for Employees”. The CMAR will include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the CMAR warrants to the UCFD that the CMAR and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the CMAR and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the CMAR or any of its subcontractors will be considered a material breach of this Contract and may subject the CMAR or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The UCFD retains the legal right to inspect the papers of any employee of the CMAR or any subcontractor who works on this Contract to ensure that the CMAR or any subcontractor is complying with the warranty given above.

The UCFD may conduct random verification of the employment records of the CMAR and any of its subcontractors to ensure compliance with this warranty. The CMAR agrees to indemnify, defend and hold the UCFD harmless for, from and against all losses and liabilities arising from any and all violations of these statutes related to the performance of this Work.

The UCFD will not consider the CMAR or any of its subcontractors in material breach of this Contract if the CMAR and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The “E-Verify Program” means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the CMAR enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The CMAR will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The CMAR’s failure to assure compliance by all its’ subcontractors with the E-Verify Program may be considered a material breach of this Contract by the UCFD.

11.34.1 Compliance with Americans with Disabilities Act

The CMAR acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. The CMAR will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation; provided, however, that the CMAR shall not be responsible for violations that occur based on compliance with the drawings, specifications, or other Design Documents provided by UCFD, the UCFD’s consultants, or the Design Professional. The CMAR agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of the CMAR, its employees, agents or assigns will constitute a material breach of this Contract.

11.35 DATA CONFIDENTIALITY

11.35.1 As used in this Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CMAR in the performance of this Contract.

- 11.35.2** The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR in connection with the CMAR's performance of this Contract is confidential and proprietary information belonging to the UCFD.
- 11.35.3** Except for Subcontractors, Material and Equipment Suppliers, Consultants or other like parties necessary to complete the Work or as required by the UCFD, the CMAR will not divulge data to any third party without first obtaining the written consent of the UCFD. The CMAR will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided the CMAR has first given the required notice to the UCFD:
1. Data, which is or becomes publicly available other than as a result of a violation of this Contract;
 2. Data, which was in the CMAR's possession legally and without restrictions before its performance under this Contract. unless the data was acquired in connection with the Work performed for the UCFD;
 3. Data, which was acquired by the CMAR in its performance under this Contract and which was disclosed to the CMAR by a third party, who to the best of the CMAR's knowledge and belief, had the legal right to make any disclosure and the CMAR is not otherwise required to hold the data in confidence; or
 4. Data, which is required to be disclosed by virtue of law, regulation, or court order to which the CMAR is subject.
- 11.35.4** In the event the CMAR is required or requested to disclose data to a third party, or any other information to which the CMAR became privy as a result of any other contract with the UCFD, the CMAR will first notify the UCFD as required in this Article of the request or demand for the data. The CMAR will give the UCFD sufficient facts so that the UCFD can be given an opportunity to first give its consent or take the action that the UCFD may consider appropriate to protect the data or other information from disclosure.
- 11.35.5** The CMAR, unless prohibited by law, shall promptly deliver, as stated in this Article, a copy of all data in its possession and control to the UCFD. All data will continue to be subject to the confidentiality requirements of this Contract.
- 11.35.6** The CMAR assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the UCFD if any of the provisions of this Article are violated by the CMAR, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will cause irreparable harm that justifies injunctive relief in court.

11.36 TAXES AND INDEMNIFICATION

The fee listed in this Contract includes any and all taxes applicable to the activities authorized by this Contract. The UCFD will have no obligation to pay additional amounts for taxes of any type. CMAR and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the CMAR. CMAR shall, and require all subcontractors to hold the UCFD harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

11.37 CONFLICT OF INTEREST

11.37.1 To evaluate and avoid potential conflicts of interest, the CMAR will provide written notice to the UCFD, as stated in this Article, of any work or services performed by the CMAR for third parties that may involve or be associated with any real property or personal property owned or leased by the UCFD. The notice will be given 7 business days before commencement of the Project by the CMAR for a third party, or 7 business days before an adverse action as defined below. Written notice and disclosure will be sent to the UCFD's Senior Representative identified in Article 7.3.

11.37.2 Actions that are considered to be adverse to the UCFD under this Contract include but are not limited to:

1. Using data as defined in this Contract acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the UCFD;
2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the UCFD; and
3. Using data to produce income for the CMAR or its employees independently of performing the services under this Contract, without first obtaining the written consent of the UCFD.

11.37.3 The CMAR represents that except for those persons, entities and projects identified to the UCFD, the services to be performed by the CMAR under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the UCFD.

11.37.4 The CMAR's failure to provide a written notice and disclosure of the information as required in this Article on Conflicts of Interest will constitute a material breach of this Contract.

11.38 COMMENCEMENT OF STATUTORY LIMITATION PERIOD AND STATUTE OF REPOSE

11.38.1 Before Final Completion. As to acts or failures to act occurring before the relevant date of Final Completion, any applicable statute of limitations will commence to run and any alleged cause of action will have accrued in any and all events not later than the date of Final Completion.

11.38.2 Between Punch List Preparation and Final Completion. As to acts or failures to act occurring between the relevant date of Punch List Preparation and before Final Completion, any applicable statute of limitation will begin to run and any alleged cause of action will have accrued in any events not later than the date of Final Completion.

11.38.3 After Completion. As to acts or failures to act occurring after the date of Final Completion, any applicable statute of limitations will commence to run and any alleged cause of action will have accrued in any and all events not later than the date of any correction of the Work or failure to correct the Work by the CMAR, or the date of actual commission of any other act or failure to perform any duty or obligation by the CMAR or the UCFD, whichever occurs last.

11.38.4 Statute of Repose. The time period for the applicable Statute of Repose will begin to run at the time specified in A.R.S §12-552 as it is amended or renumbered from time to time.

11.39 NO BOYCOTT OF ISRAEL

Unless preempted by applicable law, by entering into a contract with the UCFD, the CMAR certifies that it is not currently engaged in and agrees for the duration of the Contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

11.40 EXISTING WORK OCCURRING NEAR TRAFFIC SIGNAL EQUIPMENT

The CMAR will use due care when excavating at or near intersections where traffic signal underground conduit is located. The CMAR will notify the authorized Inspector, 48 hours in advance, of any work at the intersections. The CMAR will be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the Public Works Department when underground conduit is to be severed by excavations at the intersection. The Town Engineer will have all underground traffic conduit located and will provide the necessary Traffic Signal Technicians to assist the CMAR in identifying wiring phases and direction of conduit runs upon 24 hours notice from the CMAR and at least 1 day before the CMAR's scheduled wiring and installation of temporary cables. The CMAR will be responsible for the wiring and connection of all temporary cable within the pull boxes and terminal compartments. The Town Engineer will provide a Traffic Signal Technician to assist the CMAR with connecting field wiring within the traffic signal control cabinet. The CMAR will provide, at CMAR's expense, 2 off-duty uniformed Police Officers to direct traffic while the traffic signal is turned off and the wiring is transferred. The CMAR will be responsible as specified by the Public Works Department for the repair and restoration of all traffic signal overhead and underground items that have been

damaged or modified. Intersections with communications or CCTV cameras will be restored to full functionality within 24 hours, if they are disturbed during construction. The authorized Inspector will contact the Public Works Department, 24 hours in advance, to coordinate the outage. The Town of Carefree does not allow the splicing of Magnetic Detector Loops.

11.41 TEMPORARY TRAFFIC SIGNALS

The CMAR will provide and install temporary traffic signals if at any time during construction the alignment of the traffic lanes is such that two traffic signal indications for any movement are not within a 20 degree cone of vision from the driver's eye located ten feet behind the stop bar position as specified in Section 4D.15 of the MUTCD. The CMAR will submit a temporary traffic signal plan to the Construction Admin Supervisor for approval at least 14 days in advance of installation of the temporary traffic signal equipment. For short durations, the CMAR may obtain approval from the Construction Admin Supervisor to utilize a uniformed Police Officer to direct traffic through the intersection when the above criteria are not met. The CMAR shall be responsible for notifying the Town of Carefree of all changes that will have an effect on the normal flow of traffic operation. (See TMC note above)

11.42 TEMPORARY VEHICLE DETECTION

For portions of the Project impacting signalized intersections for 15 days or more, temporary vehicle detection may be required for all approaches that currently have loop detection which will be disturbed by the construction. In addition, traffic signal communications (telephone or other) to the central signal computer and CCTV (if present) shall be maintained continuously during the course of the project. Work under this item will consist of furnishing all labor, equipment and materials necessary to install temporary traffic signal detection, and maintain signal communications. The CMAR or sub-contractor, through entire period of impacting the signalized intersection, shall maintain the detection zones and communications by ensuring full functionality 24 hours a day, 7 days a week. The CMAR will be responsible for the ongoing operation of the detection equipment during the period of impact to the signalized intersection, which may require redeployment of detection zones as traffic barricading and lane use changes require.

The work will be performed as specified in Sections 11.38 – 11.40, herein and as directed by the Construction Admin Supervisor, the Public Works Department, or other jurisdictional agencies. Payment for work to provide temporary vehicle detection, if required, shall be determined by Change Order in accordance with Article 5.

ARTICLE 12 – DEFINITIONS

“Addenda” – Written or graphic instruments issued before the submittal of the GMP Proposal(s), which clarify, correct, or change the GMP Proposal(s) requirements.

“Allowance Items” - The work items that have been designated "Allowance" are a best estimate of the cost of work for which a scope has yet to be confirmed, determined, or a unit price finalized. The allowance quantity and unit price values are not guaranteed, and are subject to adjustment by mutual agreement between the UCFD and the CMAR as the scope and/or price is confirmed. Associated increases/decreases in cost will be funded/credited with a Change Order to the project. All Allowance items, when involved, are to include Contractor Fee for Overhead and Profit, Insurance, Bonds, and Sales Tax. Parties realize invoices from material suppliers and subcontractors may take in excess of 30 days to receive.

“Alternate Systems Evaluations” - Alternatives for design, means, and methods or other scope of work considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets UCFD requirements.

“As-built Document” – “As-built in construction is equivalent to “as-is.” Drawings deemed “as-built” are final drawings that include all changes made during the actual construction process. These drawings represent the actual existing constructed conditions as opposed to designs or a proposed condition. The As-built Documents should be per Arizona Revised Statute 32-152.

“Blueline or Blackline Prints” – Prints that allows comparison of document versions to show what has been revised.

“Change Order” – means a written order to the CMAR executed by the UCFD after execution of this Contract, directing a change in the Work. A Change Order may include a change in the Contract Price (other than a change attributable to damages to the CMAR for delay as provided in Article 5 hereof) or the time for the CMAR’s performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the UCFD may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the contract amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CMAR may begin billing (subject to the requirements for pay applications provided elsewhere herein) as the work is performed.

“CMAR Construction Fee” is a negotiated fixed fee that is proposed by the CMAR for the project as defined in Article 4.3.

“Claim” means a written request for either payment of additional monies or extension of contract time, submitted in accordance with the terms of this Contract or applicable law.

“Clarifications and Assumptions List” means a list prepared by the CMAR and accepted by the Contract Administrator. Generally, the List identifies the CMAR’s means and methods used in developing the GMP and identifies unresolved construction or site issues that may

impact construction progress. The List of Clarifications and Assumptions may need additional confirmation or study by the project design team to avoid cost impact to the GMP.

“Construction Change Directive” means an alternate mechanism for directing the CMAR to perform additional work under the Contract when time and/or cost of the work is not in agreement between the UCFD and the CMAR.

“Construction Admin Supervisor” means a UCFD employee who coordinates the daily construction activities with the contractor, and with their inspection staff that performs quality control inspections, enforces project plans and specifications and adopted UCFD codes and ordinances.

“Construction Documents” means the plans; specifications and drawings prepared by the Design Professional after correcting for permit review requirements and incorporating addenda and approved change orders.

“Contingency, UCFD’s” - means a construction fund to cover cost growth during the Project used at the discretion of the UCFD usually for costs that result from the UCFD’s direct changes or unforeseen site conditions. The amount of the UCFD’s Project Contingency may be set solely by the UCFD and will be in addition to the project costs included in the CMAR’s GMP package. The UCFD’s Project Contingency is an amount to cover changes initiated by the UCFD, which may be incorporated into the GMP as an allowance at the UCFD’s discretion.

“Contingency, CMAR’s (or Contractor’s)” – means a construction fund to cover increases in the Cost of Work of the Project due to unforeseen circumstances. The CMAR’s Contingency shall be negotiated between the Parties and shall be reflective of the risk inherent in the state of completion of the Construction Documents at the time the GMP Proposal is submitted. Funding of the CMAR’s Contingency shall be at the sole discretion of the UCFD. Use by the Contractor of the CMAR’s Contingency shall be subject to the review and approval of the UCFD’s Contract Administrator, which shall not be unreasonably withheld.

“Contract Administrator” means the person designated in Article 7.3.

“CMAR’s Representative” means the person designated in Article 7.3.2.

“CMAR’s Senior Representative” means the person designated in Article 7.3.2.

“Contract Documents” means the following items and documents in descending order of precedence executed by the UCFD and the CMAR: (i) all written modifications, addenda and Change Orders; (ii) this Contract, including all exhibits and attachments; (iii) written Supplementary Conditions; (iv) Construction Documents; (v) GMP Plans and Specifications; and (vi) the Preconstruction Agreement.

“Contract Time(s)” means the Day(s) set forth in Article 3 subject to adjustment in accordance with this Contract.

“Cost of the Work” means the direct costs necessarily incurred by the CMAR in the proper performance of the Work as defined in Article 4.3.

“Day(s)” mean calendar days unless otherwise specifically noted in the Contract Documents.

“Delay” means an unanticipated event or interference with the progress of a critical path work activity being performed at the time that causes the completion date of the Project to be extended. Delays may be caused by the UCFD, the CMAR, third parties or Force Majeure events. Delays may be excusable, compensable, non-compensable or concurrent.

“Delay, Compensable” means delay that results from the UCFD’s actions or inactions that entitle the CMAR to both a time extension and delay damages.

“Delay, Concurrent” means two or more delays, within the same timeframe, both of which would independently impact the Project’s critical path. If one delay is caused by the UCFD and the other by the CMAR, the CMAR will generally be entitled to an excusable, non-compensable time extension, to the degree the delays may “overlap.”

“Delay, Excusable” means an unforeseeable delay caused by an event beyond the control and without the fault or negligence of the CMAR (including its suppliers and subcontractors). Excusable delays may be compensable or non-compensable, depending upon whether the terms of the Contract or the law allows recovery of delay costs. Unless otherwise shown, it will generally be presumed that these delays are non-compensable.

“Delay, Non-Excusable” means a delay within the control of the CMAR, its suppliers and subcontractors, or a delay resulting from a risk taken by the CMAR under the terms of the Contract. The CMAR will not be due any time extension or delay damages, and may be responsible for paying to the UCFD, actual or liquidated damages for the delay.

“Deliverables” means the work products prepared by the CMAR in performing the scope of work described in this Contract or required by the Project Team.

“Design Team” refers to licensed design professionals that have been selected to work on the Project by the UCFD.

“Design Phase Services Agreement” means the Preconstruction Agreement entered into between the CMAR and the UCFD as referenced in this Contract. This Agreement will contain the provisions associated with the development of the GMP Proposal by the CMAR. Wherever a conflict exists between this Contract and the Preconstruction Agreement, the terms of this Contract will control.

“Differing Site Conditions” - Comply with M.A.G Standard Specifications Subsection 102.4.

“Drawings” (“Plans”) - Documents which visually represent the scope, extent, and character of the Work to be furnished and performed by the CMAR during the construction phase and which have been prepared or approved by the Design Professional and the UCFD. Drawings include documents that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100%), but “*not for construction*”. Drawings do not include shop drawings.

“Effective Date of this Contract” - The date specified in this Contract on which the Contract becomes effective, but if no date is specified, the date on which the UCFD executes this Contract.

“Field Order” means a written field directive prepared and signed by the UCFD, directing a change in work that may or may not include an adjustment in contract price or contract time.

“Final Acceptance” means the completion of all the Work as prescribed in Article 6.5.

“General Conditions” are negotiated indirect costs of the Work necessarily incurred by the CMAR as defined in Article 4.3.

“Guaranteed Maximum Price (GMP) Plans and Specifications” means the documents used to establish the GMP and made part of this Contract by reference.

“Guaranteed Maximum Price” or “GMP” means the sum of the maximum cost of the Work as given in the GMP proposal including the CMAR’s direct costs, indirect costs as defined in Article 4.3.

“Guaranteed Maximum Price (GMP) Proposal” - The offer or proposal of the CMAR submitted on the prescribed form stating the GMP prices for the entire Work or portions of the Work to be performed during the construction phase.

“Hazardous Substance” -_means:

- (a) Any substance designated pursuant to sections 311(b) (2) (A) and 307(a) of the clean water act.
- (b) Any element, compound, mixture, solution or substance designated pursuant to section 102 of CERCLA.
- (c) Any hazardous waste having the characteristics identified under or listed pursuant to section 49-922.
- (d) Any hazardous air pollutant listed under section 112 of the federal clean air act (42 United States Code section 7412).
- (e) Any imminently hazardous chemical substance or mixture with respect to which the administrator has taken action pursuant to section 7 of the federal toxic substances control act (15 United States Code section 2606).
- (f) Any substance which the director, by rule, either designates as a hazardous substance following the designation of the substance by the administrator under the authority described in subdivisions (a) through (e) of this paragraph or designates as a hazardous substance on the basis of a determination that such substance represents an imminent and substantial endangerment to public health.

“Indirect Costs” are the General Conditions, Payment and Performance Bonds, Insurance, Taxes, and Permitting and Licensing Fees as defined in Article 4.3.

“Informational Submittals” – Submittals are required (common with construction projects) for the architect and engineer to verify that the correct products and quantities will be installed on a project.

“Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-governmental entity having jurisdiction over the Project or Site, the practices involved in the Project, Site, or any Work.

“Liquidated Damages” means an amount the CMAR will pay as required in Article 3.4.

“Must” and “will” as used in this Contract are mandatory.

“Notice to Proceed” means a written notice given by the UCFD to the CMAR fixing the date on which the CMAR will start to perform the CMAR’s obligations under this Contract.

“Owner Agent,” “UCFD’s Agent” or “Owner Representative” see “UCFD’s Senior Representative.”

“Payment Request” means a monthly progress payment request that is based on a monthly estimate of the dollar value of the Work completed.

“Preconstruction Services” means advice given during the design phase. Preconstruction Services will be contracted for between the UCFD and the CMAR in accordance with the provisions of Article 1.3.1, as required by A.R.S. §34-603(C) (1) (c). Services may include the following: design review, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, GMP preparation, and subcontractor bid phase services.

“Preconstruction Agreement” means the Contract between the UCFD and the CMAR for the services provided by the CMAR during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimate, GMP preparation, and subcontractor bid phase services.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CMAR to illustrate materials or equipment for some portion of the Work.

“Professional Certification” – Professional certification is a designation which indicates that a person is qualified to perform a job or task. Professional certification can be trade certification or professional designation.

“Project” means the Work to be completed in the execution of this Contract as described in the Recitals and in Exhibit A attached.

“Project Record Documents” means the documents created pursuant to Article 1.6.

“Project Record Drawing Prints” – Set of current design drawings used by construction contractor for reference during construction. These drawings are typically marked up during the construction process, and are used to develop the subsequent “as-built” drawings.

“Project Team” – Consists of the Design Professional, the CMAR, the Contract Administrator, the UCFD’s representatives and other stakeholders who are responsible for making decisions regarding the Project.

“Punch List” means those minor items of Work to be completed before Final Acceptance which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent the issuance of a Certificate of Occupancy.

“Samples” means physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Savings” means the difference between the Guaranteed Maximum Price and the Final Cost of the Work (including CMAR’s Fee). One Hundred Percent (100%) of savings will accrue to the UCFD, unless otherwise agreed in the itemization of the Guaranteed Maximum Price.

“Schedule of Values (SOV)” means the Document specified in the construction phase, which divides the Contract Price into pay items so that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on whether the Progress Schedule is cost-loaded or not.

“Shop Drawings” mean drawings, diagrams, schedules and other data specially prepared for the Work by the CMAR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Site” means any site, land, or premises on which the Project is to be located or constructed including multiple areas within the Town of Carefree, Town of Cave Creek, and City of Scottsdale. The CMAR will require all subcontractors to include the street addresses or descriptors, as applicable, in their contracts.

“Specifications” means those sections of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain applicable administrative details.

“Subcontractor” means any person or entity retained by the CMAR as an independent contractor to perform a portion of the Work and must include material men and suppliers. All subcontractors must be selected in accordance with the selection plan stated in Article 1.13.

“Substantial Completion” means when the Work, or when an agreed upon portion of the Work is sufficiently complete so that the UCFD can occupy and use the Project or a portion of it for its intended purposes. This may include, but is not limited to: (a) approval by the Fire Marshall and local authorities (Certificate of Occupancy); (b) issuance of elevator permit; (c) demonstration to the UCFD that all systems are in place, functional, and displayed to the UCFD or its representative; (d) installation of all materials and equipment; (e) UCFD review and acceptance of all systems; (f) UCFD review and acceptance of draft O&M manuals and record documents; (g) UCFD operation and maintenance training completed; (h) HVAC test and balance completed (provide minimum 30 days before projected substantial completion); (i) completed landscaping and site work; and (j) final cleaning.

“Supplier” means a manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with the CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase work by the CMAR or any Subcontractor.

“UCFD” or “District” or “Owner” means the Town of Carefree, Arizona Utilities Community Facilities District, a special purpose tax-levying district and municipal corporation and political subdivision of the State of Arizona. For purposes of this Contract, the use of the terms “UCFD” or “District” or “Owner” shall be include by reference the Carefree Water Company (“Water Company”) and the Town of Carefree (“Town”).

“UCFD’s Project Contingency” is an allowance established solely by the UCFD to be used at the sole discretion of the UCFD to cover any increases in Project costs that result from UCFD directed changes or unforeseen site conditions. The UCFD’s Project Contingency will be added to the GMP amount provided by the CMAR, the sum of which will be the full contract price for construction. Taxes will be applied by the CMAR at the time that the

UCFD's Project Contingency is used. Any CMAR Construction Fee on changes using the UCFD's Project Contingency will be determined under Article 5.

"UCFD's Senior Representative" means the person designated in Article 7.3.

"Work" means the entire completed construction or the various separately identifiable parts of the construction, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

END OF CONTRACT - SIGNATURES ON NEXT PAGE.

TOWN OF CAREFREE, ARIZONA UTILITIES
COMMUNITY FACILITIES DISTRICT

PROJECT NO. 2021-W01, CONTRACT NO. C2021-07

This Contract has been executed by the parties above named on the date and year written above, to be retained by the District Clerk.

The CMAR agrees that this Contract, as awarded, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount(s), under the terms and conditions of the Contract.

CONSTRUCTION MANAGER AT RISK:

ACHEN-GARDNER CONSTRUCTION, LLC, an Arizona Limited Liability Company

By: _____

Print name: _____

Title: _____

**THE TOWN OF CAREFREE, ARIZONA
UTILITIES COMMUNITY FACILITIES DISTRICT**
Arizona municipal corporation

ATTEST:

Les Peterson, Chairman

Kandace French Contreras, District Clerk

REVIEWED:

Greg Crossman, PE
District Manager

APPROVED AS TO FORM:

Michael W. Wright, District Attorney

**EXHIBIT A
PROJECT DESCRIPTION
SCOPE OF WORK – GMP #2**

Contractor shall perform all work and furnish all materials and labor for construction of pipeline improvements for the CSA, also known as Neighborhoods A, B, and C, as defined in GMP #2 attached as Exhibit C. Work shall include the disconnection of Neighborhoods A, B, and C from the Cave Creek Water system and reconnection to the Carefree Water Company system.

**EXHIBIT B
PRECONSTRUCTION AGREEMENT**

PRECONSTRUCTION PHASE SERVICES CONTRACT

C2021-01

IS ON FILE AT THE DISTRICT CLERK'S OFFICE

EXHIBIT C

GMP #2



December 14, 2021

E-Mailed: 12-14-21
greg@carefreewaterco.com

Town of Carefree, Arizona Utilities Community Facilities District (UCFD)
7181 Ed Everett Way
Carefree, AZ 85377

Attn: Greg Crossman, P.E., General Manager and Contract Administrator

Re: Carefree Water Consolidation Project
Town of Carefree Project No. 2021-W01
Achen-Gardner Project No. 3878103

Subj: Achen-Gardner GMP #2 Proposal (Rev. 1)

Dear Mr. Crossman:

Achen-Gardner Construction, LLC respectfully submits for your review and approval our GMP #2 Proposal dated 12/15/21 for the Town of Carefree Water Consolidation Project, Town of Carefree Project No. 2021-W01.

Achen-Gardner proposes to complete the scope of work defined in the revised plans received by Achen Gardner from Cassandra Alejandro on November 16, 2021 at 6:33pm and 6:35pm for a Guaranteed Maximum Price (GMP) not to exceed \$9,419,012.99.

Please feel free to contact myself with any questions or comments by phone at (602)-376-0103 or by e-mail at bfroelich@achen.com. We are looking forward to a successful project with the Carefree Water Company.

Sincerely;

ACHEN-GARDNER CONSTRUCTION, LLC

Brian Froelich

Brian Froelich, Project Manager

Attachments

Cc: Project File
DS / dspitza@acen.com

ACHEN-GARDNER CONSTRUCTION, LLC | www.achen.com

550 SOUTH 79TH STREET | CHANDLER, AZ 85226 | P: 480.940.1300 | P: 800.580.5548 | F: 480.940.4576

ARIZONA: 261745 A, 261746 B-1, 261747 B-4 | COLORADO: 20101257887 | NEW MEXICO: 365027

INDEX OF ATTACHMENTS

GMP PROPOSAL (12/14/2021)

Town of Carefree, Arizona Utilities Community Facilities District
Carefree Water Consolidation Project
TOC Project Number: 2021-W01/ AGC Project Number: 3878103

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- **ATTACHMENT B: THE WORK.....PAGE 4**
 - **B.1: PROPOSAL LIST OF DOCUMENTS.....PAGE 4**
 - **B.2: PROJECT CONSTRUCTION PHASE KEY PERSONNEL.....PAGE 6**
- **ATTACHMENT C: GMP PROPOSAL SCHEDULE OF VALUES.....PAGE 7**
 - **C.1: GMP PROPOSAL SOV.....PAGE 7**
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 - **C.2.1: SUB & SUPPLIER RECOMMENDATIONS.....PAGE 17**
- **ATTACHMENT D: PROJECT SCHEDULE.....PAGE 84**
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ATTACHMENT A – PROJECT DESCRIPTION

GMP PROPOSAL (12/14/2021)

**Town of Carefree, Arizona Utilities Community Facilities District
Carefree Water Consolidation Project
TOC Project Number: 2021-W01/ AGC Project Number: 3878103**

The Town of Carefree, Arizona Utilities Community Facilities District (the UCFD), through the Carefree Water Consolidation Project, seeks to expand service to more than 20% of Carefree residents who are currently being furnished potable water by the Town of Cave Creek in what are identified as Neighborhoods A, B, and C. This complex project will involve a variety of water system improvements at several different locations or project “sites”. Including the installation of various water lines up to 12” diameter (possibly even 16” diameter), the construction of a new 300,000 gallon concrete potable water storage reservoir, and upgrades or improvements to multiple booster pump stations.

The Work will generally be consistent with that shown in the plans produced by the engineering firm Coe and Van Loo (CVL) and provided to Achen Gardner from Cassandra Alejandro on November 16, 2021, with the understanding that significant changes can occur in the development of the project plans post November 16, 2021.

The areas included in GMP 2 are as follows:

- Southwest Carefree Water Improvements (Neighborhood A)
- West Carefree Water Improvements (Neighborhood B)
- Northwest Carefree Water Improvements (Neighborhood C)
- Tom Darlington To Carefree HWY Water Main (Tom Darlington/Carefree HWY)

Notes:

1. GMP 2 Scope excludes waterline materials already included in GMP 1, dated 8/6/2021 and incorporated into CMAR Construction services Contract No.:C2021-04
2. GMP 2 scope excludes balance of reservoir excavation and site work also known as GMP# A.1
3. GMP 2 scope excludes booster pump stations upgrades and reservoir construction expected to be included in future GMP# A.2 or other.

ATTACHMENT B.1 – PROPOSAL LIST OF DOCUMENTS

GMP PROPOSAL (12/14/2021)

**Town of Carefree, Arizona Utilities Community Facilities District
Carefree Water Consolidation Project
TOC Project Number: 2021-W01/ AGC Project Number: 3878103**

The GMP proposal included herein was developed based off of the following items:

- 60% plans labeled Southwest Carefree Water System Improvement Plans for Carefree Water Company Neighborhood A located in sections 34 & 35 of Township 6 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona (sheets 1-14) from COE and VanLoo II LLC. Received by Achen Gardner on November 16, 2021.
- Plans labeled West Carefree Water System Improvement Plans for Carefree Water Company Neighborhood B Located in sections 34 & 35 of township 6 north, range 4 east, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona (sheets 1- 9) from COE and VanLoo II LLC stamped by Tracy A Grunden on 9/17/21 Received by Achen Gardner on November 16, 2021. (no percentage given on plan sheets)
- 60% plans labeled Tom Darlington to Carefree HWY 12” Water Main Plans for Carefree Water Company Located in sections 3 & 4 of Township 5 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona (sheets 1- 12) from COE and VanLoo II LLC Received by Achen Gardner on November 16, 2021.
- Plans titled Northwest Carefree Water System Improvement Plans for Carefree Water Company Neighborhood C (Project Plans – Sheets 1 to 13 by Coe and Van Loo II LLC stamped by Tracy A. Grunden on 8/27/21) Received by Achen Gardner on November 16, 2021. (no percentage given on plan sheets)
- The 30% plan review comments and responses as shared with the project team dated 2/25/21
- Town of Carefree, Arizona Utilities Community Facilities District Carefree Water Consolidation Project Construction Manager at Risk preconstruction services contract project No 2021-W01 contract no C2021-01 dated 3/2/202.
- Email from Cassandra Alejandro on November 16th with the subject Carefree Water Consolidation Project Program Assessment Markups (1 OF 2) (Neighborhood A and Neighborhood C)
- Email from Cassandra Alejandro on November 16th with the subject Carefree Water Consolidation Project Program Assessment Markups (2 OF 2) (Neighborhood B and Tom Darlington/Carefree HWY)
- MAG Specifications.(2020 Edition Arizona)

- Achen-Gardner's Design Phase Proposal and associated Design Phase Services Contract for this project, Town of Carefree Project No. 2021-W01, Contract No. C2021-01 executed on March 2nd, 2021.
- Request for Statement of Qualifications Construction Manager at Risk Services (2020)
- Statement of Qualifications Dated 10/29/20
- Carefree Water Company UCFD CMAR Construction Services (Early Procurement) Carefree Water Consolidation Project No.: 2012-W01 Contract No.: C2021-04 (Including GMP1 proposal dated 8/6/2021)
- Carefree Water Consolidation Project Pipeline Construction and Neighborhood Transition Narrative dated November 14, 2021 Rev.0
- Carefree Water Company UCFD CMAR Construction Services Carefree Water Consolidation Project No.: 2012-W01 Contract No.: C2021-06 (Including GMPA1 proposal dated 10/20/2021) dated 11/2/21.
- Detail Cost Report provided to Greg Crossman under separate cover and included herein by reference and at owners request not a design document.

ATTACHMENT B.2 – KEY CONSTRUCTION PHASE PERSONNEL

GMP PROPOSAL (12/14/21)

**Town of Carefree, Arizona Utilities Community Facilities District
Carefree Water Consolidation Project
TOC Project Number: 2021-W01/ AGC Project Number: 3878103**

Achen-Gardner’s project key personnel for construction phase are as follows:

Name:	Title:	Phone:	E-Mail:
Brian Froelich	Project Manager	602-376-0103	bfroelich@achen.com
Mark Gierszewski	Project Superintendent	602-980-1621	mgierszewski@achen.com
Mike Gewecke	Field Operations Manager	602-370-2003	mgewecke@achen.com
Howdy Hale	Specialty Superintendent	602-397-2704	hhale@achen.com
Abigail Goode	Project Engineer	602-377-4593	agoode@achen.com
Lynne Stocker	Project Manager	602-775-1783	lstocker@achen.com
Aric Smith	Safety Manager	602-478-3283	asmith@achen.com

Additional team members to provide support during the construction phase are as follows:

Name:	Title:	Phone:	E-Mail:
Dan Spitz	President	602-397-3658	dspitza@achen.com
Mark Monroe	Project Executive	602-875-7661	mmonroe@achen.com
Andy Mortensen	Project Lead Estimator	480-940-1300	amortensen@achen.com
Jason Robinson	Director Water/Wastewater Plants	602-359-4081	jrobinson@achen.com

(Note: Additional key construction phase personnel will be added or removed to this list as necessary.)

GMP 2 -Town Carefree - Carefree Water Consolidation Project TOC PROJECT 2021-W01 AGC PROJECT 3878103					ATTACHMENT C1 12/14/2021	
Bid Item No.	Description	Quantity	Unit	Unit Price	Total	
TOM DARLINGTON / CAREFREE HWY						
1000	PARKWAY GRADING RESTORATION	5,529.00	SY	\$ 1.21	\$ 6,690.09	
1005	DESERT RESTORATION (ALLOWANCE)	1.00	AL	\$ 10,000.00	\$ 10,000.00	
1010	R/R AC PAVEMENT (MAG 200-1 TYPE "A")	5,418.00	SY	\$ 64.39	\$ 348,865.02	
1020	ADJUST VALVE FRAME & COVER (MAG 270)	6.00	EA	\$ 275.00	\$ 1,650.00	
1040	R/R BORDER CURB	30.00	LF	\$ 19.85	\$ 595.50	
1050	BUY ABC BACKFILL / HAUL OFF NATIVE	6,961.00	TN	\$ 31.07	\$ 216,278.27	
1060	BUY 1/2 SACK SLURRY BACKFILL / HAUL OFF NATIVE	984.00	CY	\$ 122.91	\$ 120,943.44	
1070	6" DIP WATERLINE (INLCUDES HYDRANT LATERALS)	1,385.00	LF	\$ 83.49	\$ 115,633.65	
1080	12" DIP WATERLINE	8,879.00	LF	\$ 102.88	\$ 913,471.52	
1085	LARGE STORM DRAIN CROSSING	4.00	EA	\$ 63,099.40	\$ 252,397.60	
1090	6" GATE VALVE W/ BOX & COVER (INC HYDRANT VALVES)	4.00	EA	\$ 354.68	\$ 1,418.72	
1100	12" GATE VALVE W/ BOX AND COVER	2.00	EA	\$ 664.74	\$ 1,329.48	
1110	JACK & BORE @ STA 10+00	40.00	LF	\$ 655.66	\$ 26,226.40	
1120	BORE PITS EX/SHORE/BF @ STA 10+00	1.00	LS	\$ 12,078.23	\$ 12,078.23	
1130	VERTICAL REALIGNMENT OVER	3.00	EA	\$ 4,622.18	\$ 13,866.54	
1140	VERTICAL REALIGNMENT UNDER	2.00	EA	\$ 9,244.33	\$ 18,488.66	
1150	MAG 404 SEWER PROTECTION	1.00	EA	\$ 3,512.74	\$ 3,512.74	
1160	CONNECT TO EXISTING WATERLINE 12" AND UNDER	4.00	EA	\$ 9,494.55	\$ 37,978.20	
1170	4" BACKFLOW (C.O.S DETAIL 2353 ON PLANS)	1.00	EA	\$ 12,418.81	\$ 12,418.81	
1180	6" PRV & VAULT (MOD C.O.S. DET 2342-1 ON PLANS)	1.00	EA	\$ 35,726.23	\$ 35,726.23	
1190	4" WTR METER & VAULT (C.O.S. DET 2345-1 ON PLANS)	1.00	EA	\$ 25,102.26	\$ 25,102.26	
SUBTOTAL FOR TOM DARLINGTON / CAREFREE HWY					\$ 2,174,671.36	
NEIGHBORHOOD A						
2000	NATIVE CLEAR & GRUB	1,200.00	SY	\$ 2.40	\$ 2,880.00	
2005	PARKWAY GRADING RESTORATION	1,919.00	SY	\$ 1.30	\$ 2,494.70	
2010	DESERT RESTORATION (ALLOWANCE)	1.00	AL	\$ 35,000.00	\$ 35,000.00	
2040	R/R AC PAVEMENT (MAG 200-1 TYPE "A")	1,542.00	SY	\$ 66.73	\$ 102,897.66	
2050	ADJUST VALVE FRAME & COVER (MAG 270)	21.00	EA	\$ 275.00	\$ 5,775.00	
2070	REMOVE 6" WATERLINE (HYDRANT LATERAL)	47.00	LF	\$ 23.25	\$ 1,092.75	
2080	R/R CURB & GUTTER	30.00	LF	\$ 44.85	\$ 1,345.50	
2090	R/R BORDER CURB	560.00	LF	\$ 28.49	\$ 15,954.40	
2095	R/R SIDEWALK	50.00	SF	\$ 24.74	\$ 1,237.00	
2100	ABANDON EXISTING WATERLINE	110.00	LF	\$ 1.78	\$ 195.80	
2110	BUY ABC BACKFILL / HAUL OFF NATIVE	2,583.00	TN	\$ 31.07	\$ 80,253.81	
2120	BUY 1/2 SACK SLURRY BACKFILL / HAUL OFF NATIVE	554.00	CY	\$ 123.15	\$ 68,225.10	
2130	8" DIP WATERLINE	219.00	LF	\$ 146.23	\$ 32,024.37	
2140	6" DIP WATERLINE (INLCUDES HYDRANT LATERALS)	2,114.00	LF	\$ 84.96	\$ 179,605.44	
2145	12" DIP WATERLINE	225.00	LF	\$ 278.79	\$ 62,727.75	
2146	16" DIP WATERLINE	865.00	LF	\$ 121.19	\$ 104,829.35	
2150	6" GATE VALVE W/ BOX & COVER (INC HYDRANT VALVES)	3.00	EA	\$ 353.84	\$ 1,061.52	
2152	12" GATE VALVE W/ BOX AND COVER	3.00	EA	\$ 664.75	\$ 1,994.25	
2153	16" GATE VALVE W/ BOX AND COVER	4.00	EA	\$ 732.16	\$ 2,928.64	
2160	VERTICAL REALIGNMENT OVER	2.00	EA	\$ 4,622.17	\$ 9,244.34	
2170	VERTICAL REALIGNMENT UNDER	1.00	EA	\$ 9,244.33	\$ 9,244.33	
2180	MAG 404 SEWER PROTECTION	2.00	EA	\$ 3,794.53	\$ 7,589.06	
2190	CONNECT TO EXISTING WATERLINE 12" AND UNDER	6.00	EA	\$ 9,494.55	\$ 56,967.30	
2200	CONNECT EXISTING WATER SERVICE	2.00	EA	\$ 2,066.81	\$ 4,133.62	
2210	NEW WATER SERVICE	1.00	EA	\$ 4,178.83	\$ 4,178.83	
2220	AIR GAP	11.00	EA	\$ 10,002.26	\$ 110,024.86	
2240	TIE-IN/DISCONNECT CAREFREE & LOS REALES	1.00	LS	\$ 9,852.27	\$ 9,852.27	
2250	TIE-IN/DISCONNECT CAREFREE & SUNSET TRAIL	1.00	LS	\$ 9,852.27	\$ 9,852.27	
2260	TIE-IN/DISCONNECT CAVE CREEK & SENTINAL ROCK	1.00	LS	\$ 13,743.17	\$ 13,743.17	
2270	TIE-IN/DISCONNECT CAVE CREEK @ STA 21+50	1.00	LS	\$ 9,852.27	\$ 9,852.27	
2280	TIE-IN/DISCONNECT CAVE CREEK @ STA39+44	1.00	LS	\$ 9,852.27	\$ 9,852.27	
2290	TIE-IN/DISCONNECT CHINO & LANGUID	1.00	LS	\$ 9,852.27	\$ 9,852.27	

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2300	TIE-IN/DISCONNECT HIDDEN CANYON & EL SENDOR	1.00	LS	\$ 9,852.27	\$ 9,852.27
2310	TIE-IN/DISCONNECT STAGECOACH & 58TH ST	1.00	LS	\$ 9,852.27	\$ 9,852.27
2320	TIE-IN/DISCONNECT STAGECOACH & 61ST ST	1.00	LS	\$ 9,852.27	\$ 9,852.27
2325	10" BACKFLOW (C.O.S DETAIL 2353 ON PLANS)	1.00	EA	\$ 12,418.81	\$ 12,418.81
2330	10" PRV & VAULT (MOD C.O.S. DET 2342-1 ON PLANS)	1.00	EA	\$ 36,719.23	\$ 36,719.23
2335	12" PRV & VAULT (MOD C.O.S. DET 2342-1 ON PLANS)	1.00	EA	\$ 36,719.23	\$ 36,719.23
2340	8" WTR METER & VAULT (C.O.S. DET 2345-1 ON PLANS)	1.00	EA	\$ 25,248.26	\$ 25,248.26
SUBTOTAL FOR NEIGHBORHOOD A					\$ 1,107,572.24
NEIGHBORHOOD B					
3010	R/R AC PAVEMENT (MAG 200-1 TYPE "A")	3,245.00	SY	\$ 63.95	\$ 207,517.75
3020	ADJUST VALVE FRAME & COVER (MAG 270)	8.00	EA	\$ 275.00	\$ 2,200.00
3030	ABANDON EXISTING WATERLINE	3,050.00	LF	\$ 1.30	\$ 3,965.00
3040	BUY ABC BACKFILL / HAUL OFF NATIVE	3,634.00	TN	\$ 29.77	\$ 108,184.18
3050	BUY 1/2 SACK SLURRY BACKFILL / HAUL OFF NATIVE	560.00	CY	\$ 122.93	\$ 68,840.80
3060	4" DIP WATERLINE	22.00	LF	\$ 226.66	\$ 4,986.52
3070	6" DIP WATERLINE (INLCUDES HYDRANT LATERALS)	5,666.00	LF	\$ 89.43	\$ 506,710.38
3080	6" GATE VALVE W/ BOX & COVER (INC HYDRANT VALVES)	8.00	EA	\$ 354.69	\$ 2,837.52
3090	JACK & BORE TERRACE ESTATES/LAZY BURRO	30.00	LF	\$ 701.55	\$ 21,046.50
3100	BORE PITS EX/SHORE/BF TERRACE ESTATES/LAZY BURRO	1.00	LS	\$ 12,078.23	\$ 12,078.23
3110	VERTICAL REALIGNMENT OVER	2.00	EA	\$ 4,622.17	\$ 9,244.34
3120	VERTICAL REALIGNMENT UNDER	1.00	EA	\$ 9,244.33	\$ 9,244.33
3130	MAG 404 SEWER PROTECTION	2.00	EA	\$ 3,565.80	\$ 7,131.60
3140	CONNECT TO EXISTING WATERLINE 12" AND UNDER	8.00	EA	\$ 9,494.55	\$ 75,956.40
3145	FIRE HYDRANT (EXCLUDES GATE VALVES & LATERAL PIPE)	6.00	EA	\$ 1,933.60	\$ 11,601.60
3150	CUT/PLUG EXISTING WATERLINE	2.00	EA	\$ 2,942.80	\$ 5,885.60
3160	PIPE CAP W/ BLOWOFF MAG 390 B	2.00	EA	\$ 1,925.03	\$ 3,850.06
3170	CONNECT EXISTING WATER SERVICE	11.00	EA	\$ 1,503.14	\$ 16,534.54
3180	NEW WATER SERVICE	11.00	EA	\$ 3,623.36	\$ 39,856.96
3190	AIR GAP	3.00	EA	\$ 10,002.26	\$ 30,006.78
3200	TIE-IN/DISCONNECT AT NORTH BOUNDRY	1.00	LS	\$ 9,852.27	\$ 9,852.27
SUBTOTAL FOR NEIGHBORHOOD B					\$ 1,157,531.36
NEIGHBORHOOD C					
4010	R/R AC PAVEMENT (MAG 200-1 TYPE "A")	2,516.00	SY	\$ 65.77	\$ 165,477.32
4020	ADJUST VALVE FRAME & COVER (MAG 270)	15.00	EA	\$ 275.00	\$ 4,125.00
4030	R/R ROLL CURB	40.00	LF	\$ 29.72	\$ 1,188.80
4040	ABANDON EXISITNG WATERLINE	2,200.00	LF	\$ 1.44	\$ 3,168.00
4050	BUY ABC BACKFILL / HAUL OFF NATIVE	2,812.00	TN	\$ 31.07	\$ 87,368.84
4060	BUY 1/2 SACK SLURRY BACKFILL / HAUL OFF NATIVE	410.00	CY	\$ 122.89	\$ 50,384.90
4070	BUY 1 SACK SLURRY BACKFILL (ENCASEMENTS)	42.00	CY	\$ 119.65	\$ 5,025.30
4080	4" DIP WATERLINE	734.00	LF	\$ 82.30	\$ 60,408.20
4090	6" DIP WATERLINE (INCLUDES HYDRANT LATERALS)	649.00	LF	\$ 117.40	\$ 76,192.60
4100	8" DIP WATERLINE	3,759.00	LF	\$ 80.79	\$ 303,689.61
4110	4" GATE VALVE W/ BOX AND COVER	1.00	EA	\$ 355.26	\$ 355.26
4120	6" GATE VALVE W/ BOX & COVER (INC HYDRANT VALVES)	10.00	EA	\$ 354.37	\$ 3,543.70
4130	8" GATE VALVE W/ BOX AND COVER	4.00	EA	\$ 377.35	\$ 1,509.40
4140	VERTICAL REALIGNMENT OVER	1.00	EA	\$ 4,622.20	\$ 4,622.20
4150	VERTICAL REALIGNMENT UNDER	1.00	EA	\$ 9,244.33	\$ 9,244.33
4160	MAG 404 SEWER PROTECTION (ONLY ONE SHOWN)	4.00	EA	\$ 3,763.17	\$ 15,052.68
4170	CONNECT TO EXISTING WATERLINE 12" AND UNDER	5.00	EA	\$ 9,494.55	\$ 47,472.75
4180	FIRE HYDRANT (EXCLUDES GATE VALVES & LATERAL PIPE)	6.00	EA	\$ 1,933.60	\$ 11,601.60
4190	NEW WATER SERVICE	2.00	EA	\$ 3,434.33	\$ 6,868.66
4200	CUT EXISITNG WATER SERVICE / CONNECT TO NEW MAIN	2.00	EA	\$ 1,550.10	\$ 3,100.20
4210	12" PRV & VAULT (MOD C.O.S. DET 2342-1 ON PLANS)	1.00	EA	\$ 31,393.26	\$ 31,393.26
4220	1" ARV	4.00	EA	\$ 4,415.82	\$ 17,663.28
4230	PIPE CAP W/ BLOWOFF MAG 390 B	5.00	EA	\$ 1,925.03	\$ 9,625.15
4240	RESTORE DIRT ROAD (72ND STREET)	1,004.00	SY	\$ 3.91	\$ 3,925.64
4250	AIR GAP	1.00	EA	\$ 10,002.27	\$ 10,002.27
4260	TIE-IN/DISCONNECT RISING SUN & STEVENS	1.00	LS	\$ 17,634.07	\$ 17,634.07
4270	TIE-IN/DISCONNECT SCOPA & 72ND ST	1.00	LS	\$ 13,743.17	\$ 13,743.17
SUBTOTAL FOR NEIGHBORHOOD C					\$ 964,386.19
WL GENERAL CONDITIONS					
5000	CONSTRUCTION SURVEYING & AS-BUILTS	1.00	LS	\$ 26,208.38	\$ 26,208.38
5010	SWPPP	1.00	LS	\$ 59,680.00	\$ 59,680.00

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5030	MATERIAL TESTING QC	1.00	LS	\$ 72,006.17	\$ 72,006.17
5040	CONSTRUCTION WATER & DUST CONTROL	9.00	MO	\$ 21,668.77	\$ 195,018.93
5050	SWEEPING	1.00	LS	\$ 25,920.00	\$ 25,920.00
5060	GENERAL CONDITIONS	9.00	MO	\$ 134,335.69	\$ 1,209,021.21
5070	MOBILIZATION	1.00	LS	\$ 15,493.30	\$ 15,493.30
5080	TRAFFIC CONTROL	1.00	LS	\$ 253,359.96	\$ 253,359.96
5110	FLAGGERS (ALLOWANCE)	1.00	AL	\$ 173,123.79	\$ 173,123.79
5120	VARIABLE MESSAGE BOARDS (ALLOWANCE)	1.00	AL	\$ 27,000.00	\$ 27,000.00
5130	PURCHASE ADDITIONAL PIPE MATERIALS (ALLOWANCE)	1.00	AL	\$ 200,000.00	\$ 200,000.00
SUBTOTAL FOR WL GENERAL CONDITIONS					\$ 2,256,831.74
RUNNING TOTAL NO. 1 DIRECT COST					\$ 7,660,992.89
5100	CONTRACTOR FEE FOR OVERHEAD & PROFIT	12.50%			\$ 957,624.11
SUBTOTAL CONTRACTOR FEE					\$ 957,624.11
RUNNING TOTAL NO. 2 DIRECT COST AND CONTRACTOR FEE					\$ 8,618,617.00
5200	INSURANCE	1.75%			\$ 150,825.80
5300	BONDS (BASED ON TOTAL GMP CONTRACT VALUE)	0.75%			\$ 71,086.74
SUBTOTAL INSURANCE AND BOND					\$ 221,912.54
RUNNING TOTAL NO.3 DIRECT COST, CONTRACTOR FEE, INSURANCE AND BOND					\$ 8,840,529.54
5400	SALES TAX 65% of 10.3%	6.695%			\$ 591,873.45
5401	SALES TAX CREDIT FOR WATERLINE MATERIAL PURCHASE				\$ (13,390.00)
SUBTOTAL SALES TAX					\$ 578,483.45
GMP#2 TOTAL INCLDUNG DIRECT COST, CONTRACTOR FEE, INSURANCE, BOND AND SALES TAX					\$ 9,419,012.99
5500	CMAR CONTINGENCY	1.00	LS	-	\$ -
SUBTOTAL CONTINGENCY					\$ -
TOTAL GMP#2 AND CMAR CONTINGENCY					\$ 9,419,012.99

ATTACHMENT C.2 – GMP CLARIFICATIONS, INCLUSIONS, & EXCLUSIONS

GMP PROPOSAL (12/14/2021)

**Town of Carefree, Arizona Utilities Community Facilities District
Carefree Water Consolidation Project
TOC Project Number: 2021-W01/ AGC Project Number: 3878103**

1. Scheduling and Phasing:

- a. For the purpose of this GMP, adverse weather conditions such as average days of rain per month, is assumed to be two (2) each per month. A weather-related delay may be claimed on days where rainfall did not actually occur, but follows a day of heavy rain that has impacted the schedule. That is, the 18 days of weather-related delays will not result in delays to the project schedule. If the project experiences additional weather-related delays beyond this amount, the Contractor shall be entitled to negotiate a commensurate extension of time associated with the delays and/or a Price adjustment for additional costs associated with but not limited to General Conditions, accelerations, etc. NTP will be dependent upon plan approval and permit issuance, but is anticipated to be no earlier than February 1, 2022 with substantial completion of GMP 2 anticipated 9 months after NTP(s).
- b. Work Hours – This GMP is based on a 9-hour day time work shift Monday to Friday. (re: Attachment D – Schedule). Night and weekend work shall be for restrictive activities as agreed upon with UCFD or as required to fulfill off-peak activities as coordinated with and agreed to by the UCFD. Overtime hours are excluded except as previously qualified in this GMP 2 proposal. If owner directed overtime is required, the premium cost will be compensated for out of UCFD contingency or negotiated Change Order.

2. General Clarifications:

- a. This Project is proposed to be administered as a Measured Quantity/Unit Price Guaranteed Not-to-Exceed Contract (re: Attachment s C1, and the Schedules of Values (Direct Costs)) are defined by the individual work items and their associated UCFD approved unit prices (re: Attachment C1, Running Total #1) plus negotiated general conditions, fee structures, and markups (re: Attachment C1, Subtotals #1,#2, and #3 and associated Items 5100-5401). Fee and mark-ups shall apply to all direct costs, General Conditions, change orders, and use of UCFD Contingency. Final contract price/payout shall be based on field measured, final completed quantities, approved unit prices, UCFD contingency authorizations and approved change orders. It is understood that these individual OWNER approved unit prices include the cost associated with the risk of delivering the work and are not subject to adjustment unless mutually agreed to.
- b. Contingencies – per the owner’s request, there will be no CMAR (or Contractors) Contingency. Instead all contingency will be placed in a UCFD Contingency excluded from GMP proposal. UCFD contingency may be used for but not limited to the following project cost: unforeseen conditions, secondary material source suppliers, hard dig, pavement markings, off duty officers, added scope, cost associated with future plan development, and bid line item overruns as defined in the Executed CMAR Project No. 2021-W01 contract

Page 33 of 38. See Attachment E for recommended UCFD contingency and specific UCFD contingency clarifications.

- c. Hard Dig – excavation productions and equipment are defined in the detail cost report (included by reference herein). Any trench excavation production that does not meet the estimated production as shown in the detail cost report may be considered hard dig if qualified under clarification 2.d below. The additional cost will be tracked and paid for on a time and material basis.
- d. Hard Dig Qualifying Criteria: Project Team Representatives consisting of Carefree, CVL, Achen-Gardner and ICE (only if available) will witness these excavations and mutually agree to the characteristics of hard dig conditions that are encountered during excavation. Hard dig criteria may include excavation production rates, soil/rock characteristics at the site, equipment response to digging conditions, and other appropriate criteria as mutually agreed by the Representatives. When hard dig conditions, as mutually agreed upon, are encountered then the excavation will be paid for out of UCFD Contingency, as detailed in Clarification 2.b.
- e. All applicable change orders are to include overhead, profit, insurance, bonds, and sales tax. As detailed on Attachment C.1, these markups will be applied and paid per Line Items #5100, 5200, 5300, 5400 and 5401 on agreed to direct costs
- f. Other Contractor Coordination – The CMAR agrees to make a good faith effort in coordinating its work with that of “other” contractors working within the project limits.
- g. Re: Scope of Work - It is understood that the documents listed in Attachment B.1 (i.e. plans, specifications, etc.) have been used to prepare this GMP. Item “descriptions” and “units” (or unit of measure) included in Attachment C shall serve to assist in the clarification of and definition of the scope of work included under each item of work (i.e. “Bid Item”). The cost associated with any changes, revisions, additions and / or deletions directed by UCFD will be compensated for and funded through owner change order, or future GMP as mutually agreed to by all parties. Final contract price / payout will be based on paid invoices, and approved change orders (See Attachment C.1).
- h. Re: Subcontractor and Supplier pricing - GMP based on recommended awarded subcontractor and supplier resource values and associated proposal / quote clarifications / inclusions / exclusions / qualifications included in the GMP Subcontractor and Supplier Selection Recommendations (See Attachment C.2.1).
- i. Re: NTP - the Notice to Proceed date is to be mutually agreed upon. NTP will be dependent upon permit issuance, but is anticipated to be no earlier than February 1, 2022. Our proposal assumes a NTP on February 1, 2022 or later.
- j. Deliverables Scope, as modified and agreed to in the Construction Manager at Risk – Preconstruction services contract dated March 2nd, 2021.

- k. It is assumed that all existing water service meter boxes will be reused for new meters. AGC will furnish new meter boxes to new services (per GMP 1). All meters are to be furnished by the UCFD.
- l. List of Clarifications and/or Assumptions included in this Attachment and/or any of the other GMP Attachments shall take precedence over all Contract Agreements, Plans and Specifications and UCFD General Conditions articles and/or provisions.
- m. Construction Management Plan is not required and is not included in this GMP.
- n. Proposed preliminary project schedule, excludes logic associated with acquiring temporary construction easements or permanent right-of-way (ROW) of any kind. This GMP assumes that all right-of-way and easements required to construct the Project will be acquired by UCFD staff no later than Notice to Proceed, or in a time period not to impact the proposed sequencing and schedule of the Project. Final project schedule will be developed in coordination with approved and permitted project plans and all final plan details. Any delays, associated costs, or schedule accommodations outside those shown on the final schedule are not included in the overall duration presented in this Attachment or in the GMP.
- o. This GMP excludes all costs associated with Town of Carefree permit & plan review fees, QA (i.e. inspection) costs, impact fees, utility company fees and/or any other permit or fee not detailed in Attachment C and related Attachments.
- p. Definition of “Lump Sum” – Work Items that have been designated “Lump Sum” are a single fixed unit price of one each Lump Sum (LS).
- q. Cost to cover material cost for plant opening fees (night or weekend), and any cost increases occurred from using a secondary supply source when the primary supply source is unable to provide project material on the date needed will be paid for out of UCFD Contingency or change order.
- r. This GMP assumes that all water meters are located within the right-of-way or within a UCFD acquired temporary construction easement.
- s. This GMP excludes the additional cost associated with COVID 19 safety procedures, as would be additional to those currently utilized by Achen Gardner at the time of writing this GMP. This relates to accommodate temporary water services, and to sanitary facilities during temporary shutdowns of services to accommodate tie-ins, etc. Any additional cost incurred to the project specifically for COVID 19 protection will be charged to UCFD contingency or a change order to the project. This includes but is not limited to additional temporary hand wash stations and/or restrooms for businesses or residents, service and cleaning worksite portable restrooms (more than twice per week), and cleaning the field office (more than once per week).
- t. Any person on site, regardless of who they are employed by, will be required to follow the COVID-19 procedures outlined in Achen-Gardner’s project safety manual and any additional requirements deemed necessary by the government or construction team as the project progresses.

- u. Price excludes all MAG 200-1 “T-Top” pavement replacement. All pavement replacement is to be MAG 200-1 Type “A” replacement. Paid for at actual measured quantity.
- v. Based on actual field conditions encountered, the contractor reserves the right to utilize ½ sack slurry backfill in lieu of ABC backfill with UCFD approval in order to mitigate constructability issues.
- w. All waterline tie-ins are to be disinfected by swab method and are to be pressure tested by visual inspection. Price also assumes that waterline can be isolated for shutdown/tie-in purposes.
- x. Allowance Items –Work Items that have been designated “Allowance” are a best estimate of the cost of work for which a scope has yet to be confirmed/determined or a Unit Price finalized. The Allowance Quantity and Unit Price values are not guaranteed, and are subject to adjustment by mutual agreement between the UCFD and CM@Risk as the scope and/or price is confirmed. Final adjustments to Attachment C1, Item Nos. 1005, 2010, 5110, 5120 and 5130 shall be made based on final allowance scope of work completed. Associated increases/decreases in cost will be funded/credited from/to the UCFD Contingency Item when defined by Owner
- y. Final alignment of the waterline may vary from those shown on the project plans due to conflicts with existing utilities or other unknown conditions. Any such changes will be agreed upon between the CMAR, Owner, and Design Engineer.
- z. Backfill for the project will be approximately 20% slurry and 80%ABC regardless of whose right of way the work is taking place in. It is assumed for this GMP that the City of Scottsdale will waive the 100% Slurry backfill requirements. Final contract value will be based off actual quantities (cubic yards or tons respectively).

3. General Bid Item Inclusions/Clarifications:

- a. Bid Item 1110 and 3090: Jack and Bore @ STA 10+00 and at TERRACE ESTATES/LAZY BURRO –bid items were based on the assumption that The detail will spec out 24” casing (for both the 6” and 12” bores) with CCI casing spacers or approved equal and rubber end seals. Pricing will be obtained for having to bore a 42” casing if poor soil conditions are encountered and an upsizing of the casing if required. This cost may be placed in the UCFD contingency. The casings are to be placed a minimum of 2’ below the item you are crossing. Change in casing size will be paid for by UCFD contingency or change order.
- b. Bid Item 1130, 2160, 3110, and 4140: VERTICAL REALIGNMENT OVER – The 1 sack slurry required for the encasement is excluded from this item and is to be paid under the BUY 1 SACK SLURRY BACKFILL (ENCASEMENTS) bid item. Price includes the installation of the fittings and time required to realign the waterline to pass over an existing utility. The quantity of waterline installed through the alignment shall be paid under the appropriate bid item for the size of waterline installed.

- c. Bid Item 1140, 2170, 3102, and 4150: VERTICAL REALIGNMENT UNDER – Depending on the location of the utility to be crossed, different backfill and/or encasement materials may be required. The backfill required for the realignment is excluded from this item and is to be paid under BUY 1/2 SACK SLURRY BACKFILL or BUY ABC BACKFILL/HAUL OFF NATIVE material bid item (per direction of UFCF or design engineer). Price includes the installation of the fittings and time required to realign the waterline to pass under an existing utility. The quantity of waterline installed through the alignment shall be paid under the appropriate bid item for the size of waterline installed.
- d. Bid Item 1050, 2110, 3040, and 4050: BUY ABC BACKFILL / HAUL OFF NATIVE – Includes furnishing and installing ABC and the associated haul off and disposal of the excavated native material. This bid items is to be used for all underground backfill where ABC is used throughout the project. Unless clarified in another bid item, all ABC for the project is to be measured and paid under this item. Item is to be measured by the ton (TN) and paid by the delivered ticketed quantity.
- e. Bid Item 1060, 2120, 3050, and 4060: BUY 1/2 SACK SLURRY BACKFILL / HAUL OFF NATIVE – Includes furnishing and installing ½ sack slurry and the associated haul off and disposal of the excavated native material. This bid items is to be used for all underground backfill where ½ sack slurry is used throughout the project. Unless clarified in another bid item, all ½ sack slurry for the project is to be measured and paid under this item. Item is to be measured by cubic yard (CY) and paid by the delivered ticketed quantity.
- f. Bid Item 1085: Large Storm Drain Crossings – Includes only the following storm drain crossings any additional large storm drain crossings will be paid for by UFCF Contingency or change order to the project.
 - i. Double Barrel 24” Storm Drain – Sheet 10 at approximate station 0+50.
 - ii. Single 60” Storm Drain – Sheet 11 at approximate station 12+50.
 - iii. Single 48” Storm Drain - Sheet 4 at approximate station 98+30.
 - iv. Single 42” Storm Drain - Sheet 5 at approximate station 111+90.
- g. Bid Items 2240-2320, 3200, and 4260-4270: TIE-IN/DISCONNECT VARIOUS LOCATIONS - Are for locations with limited quantities that have a great potential for changes between now and the final plans. These locations also have the potential for changes in the field. Achen Gardner feels confident we can price the labor and equipment necessary to cover any minor modifications to the work in these locations between now and the start of construction. This will also cover any minor field modifications required to complete the installation to achieve the desired intent of the design. Achen Gardner intends to submit a set of marked up drawings highlighting the anticipated scope in each of these locations. These bid items exclude ABC and slurry backfill, Pavement removal & replacement, Valve frame and cover adjustments, and Hardscape removals and replacements (curb/gutter/landscaping). All excluded items are to be paid under other bid items pertaining to this scope or the UFCF Contingence or Change order if no existing bid item pertains to its scope.
- h. Bid Item 4070: BUY 1 SACK SLURRY BACKFILL (ENCASEMENTS) - Includes furnishing and installing 1 sack slurry and the associated haul off and disposal of the excavated native material. This bid items is to be used for all underground encasements and/or backfill where 1 sack slurry is used throughout the project. Unless clarified in another

bid item, all 1 sack slurry for the project is to be measured by the cubic yard (CY) and paid under this item. Item is to be measured and paid by the delivered ticketed quantity.

- i. Bid Item 5030: Material Testing QC - This will be used to cover all cost associated with compaction of backfill, roll patterns for asphalt, or other agreed upon testing requirements. This will cover all cost associated with soil data and analysis to enable contractor achieve compaction (excludes backfill testing for QA).
- j. Bid Item 5040: CONSTRUCTION WATER & DUST CONTROL – Price based on UCFD of Carefree furnishing construction water at no cost to Achen-Gardner Construction.

4. General Exclusions:

- a. Re: Hazardous Materials – This GMP proposal excludes any and all costs associated with handling and / or disposing of hazardous wastes not introduced by Achen-Gardner.
- b. The furnishing of utility pole supports of any kind.
- c. Our Proposal excludes cost impacts due to project shut downs for special events or Holiday moratoriums.
- d. Price excludes any temporary water or sewer service. If temporary water or sewer service is required, the cost will be paid for with a change order, unless the temporary service is used by the CMAR for their purposes or convenience.
- e. Price excludes the removal and replacement of any/all reinforced concrete unless shown on the plans.
- f. Existing Utilities –This GMP excludes all costs associated with removing, replacing, bracing, and/or relocating any existing buried and/or overhead utilities not detailed on the plans (re: Attachment B) and specifically defined on Attachment C and related Attachments. Achen-Gardner does accept responsibility for protecting any existing utilities detailed on the project plans that are properly located (i.e. Bluestake) (re: Attachment C). If unknown utilities cause extensive delays out of Achen-Gardner’s control, funding to cover associated costs resulting from any of the above conditions will be compensated for under UCFD Contingency or Change Order should the condition arise.
- g. Unstable Grade – This GMP Proposal excludes any work associated with unstable grade. If required, these costs will be compensated for under UCFD Contingency or Change Order should the condition arise.
- h. Price excludes filling any/all abandoned pipelines. Abandoned pipelines shall be drained and capped.
- i. Price excludes Public Outreach.
- j. Price excludes Slurry Seal.

- k. Price excludes Pavement Markings.
- l. Price excludes Off Duty Officers
- m. Price excludes Hard Dig
- n. Price excludes secondary material source. If secondary material source is needed it will be paid for out of UCFD contingency or change order with owner approval.
- o. Price excludes bid items quantity overruns
- p. Price excludes added scope
- q. Price excludes additional cost to increase from 24” to 42” casing
- r. Price excludes potential material escalations based on market conditions.
- s. Price excludes Quality Assurance/Acceptance (QA)

5. Allowance Bid Items:

The following Allowance bid items were estimated based on current market pricing. The Allowance dollar amounts do not include overhead, profit, insurance, bonds, and sales tax. These markups will be applied and paid per Line Items #5100, 5200, 5300, 5400 and 5401 (respectively)

- a) *Desert Restoration (Bid Item #1005, 2010) \$45,000.00*
 - i. This Allowance will be used to cover any cost associated with topsoil removal or replacement, hydroseeding/revegetation, replacing native plants/trees, or relocation/protection of wildlife.
- b) *Flaggers (Bid Item #5110) \$173,123.79.00*
 - i. This Allowance bid item is to be utilized for the cost associated with any Achen-Gardner employee, subcontractor flagman, or any temporary labor hired by Achen-Gardner that is used for Flagging. This GMP assumes using 3 flaggers on Carefree highway 100% of the time, 2 flaggers in the neighborhoods 50% of the time and no flaggers on Tom Darlington while work is being performed in these areas.
- c) *Variable Message Boards (Bid Item #5120) \$27,000.00*
 - i. This Allowance bid item is to be utilized for the reimbursement of the delivery, rental and pick up fees associated with any VMS board used for the project.
 - ii. All VMS board messages will be reviewed and approved by UCFD.

- d) *Purchase Additional Pipe Materials (Bid Item 5130) \$200,000.00*
 - i. This Allowance bid item is to be utilized to purchase all additional pipe materials not included in GMP#1.

ATTACHMENT C.2.1 – SUBCONTRACTOR AND SUPPLIER RECOMENDATIONS

GMP PROPOSAL (12/14/2021)

**Town of Carefree, Arizona Utilities Community Facilities District
Carefree Water Consolidation Project
TOC Project Number: 2021-W01/ AGC Project Number: 3878103**

Subcontractor & Supplier Recommendation Clarifications, Inclusions, and Exclusions:

- GMP is based on the following recommended subcontractors and suppliers for the Carefree Water Consolidation Project. These recommendations are consistent with the projects subcontractor and supplier selection parameters. Unless otherwise specified in the GMP attachments, the GMP proposal is subject to all inclusions, exclusions, clarifications, and qualifications included on quotations and / or proposals included within the entirety of this attachment. Below is a table that summarizes the subcontractors and suppliers Achen-Gardner recommends for this project based off an analysis of best qualified, best price, and best overall value:

Recommended Sub or Supplier	Proposal	Best Price	Best Qualified	Best Value	# of Bidders	Notes
On It Construction	\$18,500.00	X	X	X	2	1
Buesing corp	\$270,095.00	X			3	
Fisher Sand and Gravel	\$367,423.00	X	X	X	2	1
Horizontal Boring, LLC.	\$36,260.00	X			2	
Statewide disinfection	\$18,387.75	X			1	2,3
Olson Precast	\$68,597.00	X	X	X	2	1
Ninyo & Moore	\$70,006.00	X			1	2
Desert Ready mix	\$257,204.45	X	X	X	3	1
Modern Concrete Cutting	\$35,247.90	X			1	1,2
EPS Group	\$26,208.00	X	X	X	1	1,4
Off Site Sweeping	\$59,680.00	X		X	1	4
Trafficade	\$95,969.00	X		X	1	4

Notes:

- 1.) *These material supply costs are incorporated into the GMP's proposed unit prices included in Exhibit C.1.*
- 2.) *Solicited multiple Subcontractors and Suppliers but only one provided a quote for this project.*
- 3.) *Only Subcontractor that provides this service.*
- 4.) *Only Solicited to previously selected Subcontractors or Suppliers from previously submitted GMPs*

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3878100E

Andy Mortensen

CAREFREE WATERLINE REDUCED SCOPE

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12/11/21 6:05 AM

ADJUST ADJUSTMENT SUB

Vendor Code						ONITCONSTRUC	SPECIALTYCOM
Vendor Name						On It Constructio	Specialty Compani
Vendor Phone						6026879794	6235822385
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price	Unit Price
		2ADJMH	ADJUST NEW MANHOLE	6.00	EA	375.0000	420.0000
		2ADJMOB	ADJUSTMENT MOBILIZATION	2.00	EA	1,025.0000	1,750.0000
		2ADJVALVE	ADJUST NEW VALVE	50.00	EA	275.0000	390.0000
Quoted Amount						18,050	25,520
Plugged Amount						0	0
Bond						0	0
Mobilization						0	0
% Adjustment						0	0
\$ Adjustment						0	0
Total Adjustment						0	0
Totals						18,050	25,520
Diff From Plug						18,050	25,520
Total Minority						0	0

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

ON IT CONSTRUCTION, LLC

1637 W Desert Hills Dr
 Phoenix, AZ 85086
 Phone: 602-687-9794

Project: CAREFREE PROJECT
 Date: DECEMBER 10, 2021

DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL PRICE
Utility Adjustments				
ADJUST MANHOLES	6	EACH	\$ 375.00	\$ 2,250.00
ADJUST VALVES	50	EACH	\$ 275.00	\$ 13,750.00
SHORT LOAD FEES	4	EACH	\$ 275.00	\$ 1,100.00
MOBILIZATIONS	4	EACH	\$ 750.00	\$ 3,000.00
		EACH		\$ -
		EACH		\$ -
		EACH		\$ -
		EACH		\$ -
		EACH		\$ -
		EACH		\$ -
		EACH		\$ -
		EACH		\$ -
		EACH		\$ -
		EACH		\$ -
				\$ 20,100.00

Minimum jobsite call charge is \$3000.00. Sales tax excluded. Retention excluded. Traffic control excluded. Colored concrete excluded. Missing or broken hardware is excluded. Barricading excluded. Valve extensions excluded. Epoxy coating excluded. Drywells excluded. Debris caps excluded. Debris shields excluded. Locator coil excluded. Adjustments in concrete or landscape excluded. Any excavation due to misalignment or depth beyond 5' will be billed additionally. Bonding excluded. Dust control excluded. Job security excluded. Night and weekend work excluded. Grading and shaping excluded. Pricing good until May 31, 2022.

Dean Doherty
 Estimator
dean@onitconstructionaz.com
 602-721-0273



Specialty Companies Group, LLC

PROPOSAL

TO: **Achen Gardner Construction, LLC**

9/2/2021

PROJECT: **Carefree Silver Saddle & Neighborhood C - Utility Adjustments**

PLAN DATE: **6/14/21**

LOCATION: **Cave Creek Road & Scopa Trail**

CITY: **Carefree**

ATTN: **Andy Mortensen**

PHONE: **480-403-9452**

DAVIS-BACON: **No**

Item #	Item Description	Qty.	Unit	Unit Price	Unit Total
1	Adjust Manhole Frame & Cover Per MAG Detail 422	2	Each	\$420.00	\$840.00
2	Adjust Valve Box Frame & Cover Per MAG Detail 270	34	Each	\$390.00	\$13,260.00

Proposal Based On Adjusting A Minumum Of Seven (7) Items Per Mobilization. When Six (6) Items Or Less Are Adjusted An Additional Mobilization Will Be Billed At \$1,750.00 Each.

Total: \$14,100.00

TERMS:

All hardware for adjustments to be provided by others unless noted above.

Traffic control shall be provided by others.

Night / Weekend work shall be additional.

Final billing shall be based on field verification of installed quantities. Void or empty hole billed at unit price.

Additional mobilizations due to delay or unknown conditions shall be provided at \$1,750.00 each.

Adjustment unit prices are good through May 2022.

EXCLUSIONS:

Permits, bonds and taxes. Engineering, survey and testing. Construction Water. SWPPP.

Pre-lowering. Flat-tops. Frames, covers, grade rings, debris shields, valve box, lid, debris caps and electronic locators.

Saw-cutting, core drilling and asphalt milling. Colored concrete, asphalt patch back and crack sealing. Manhole coating or lining.

Pavement marking, striping and reflectors.

Pre-vailing wages and certified payroll.

Respectfully Submitted,

Bryant Shaw

Bryant Shaw
Estimator Special Projects

Accepted By: _____

Date: _____

PO# : _____

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3878100E

Andy Mortensen

CAREFREE WATERLINE REDUCED SCOPE

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12/13/21 2:53 PM

AGGREGATES AGGREGATES

Vendor Code						BUESINGCORP	CEMEXINC	VULCANMATERT
Vendor Name						Buesing Corp	Cemex Inc	Vulcan Materials (
Vendor Phone						6022333339	7606377179	5203302541
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price	Unit Price	Unit Price
		2AGABC	ABC MAG	16,101.00	TN	16.1500	17.0000	18.2500
Quoted Amount						260,031	273,717	293,843
Plugged Amount						0	0	0
Bond						0	0	0
Mobilization						0	0	0
% Adjustment						0	0	0
\$ Adjustment						0	0	0
ENVIRO						0	6,195	4,965
INCREASE						10,064	0	0
Total Adjustment						10,064	6,195	4,965
Totals						270,095	279,912	298,808
Diff From Plug						45,047	54,864	73,760
Total Minority						0	0	0

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



BUESING CORP.
Highway / Heavy Construction
AZ Lic. # A-ROC200645

"Simply the Best"

Date: 12/13/2021

To: Achen Gardner Construction

Attn: Andy Mortensen

Phone: -

Fax: **REVISED QUOTE**

Bid Date: December 13, 2021

Project No:

Project: **Carefree H2O Consolidation**

Location: Carefree Highway & Tom Darlington Drive

City: Carefree, Az

We are pleased to submit the following cost estimate:

Pricing Good Through 04/30/2023 (See Standard Provisions)

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	TOTAL
16,000	TON	GRANITE BASED MAG ABC DELIVERED IN BELLY DUMPS	\$ 14.60	\$ 233,600.00
16,000	TON	GRANITE BASED MAG ABC DELIVERED IN SUPERS	\$ 16.15	\$ 258,400.00
	TON	ADD FOR ABC DELIVERY EFFECTIVE 10/01/2022	\$ 1.25	\$

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 noted dirt haul prices exclude permits, loading, dust control and 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 29 DAYS. If

JOB AWARD IS LONGER THAN 29 DAYS PLEASE NOTIFY US WITHIN THE 29 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 BELLY DUMPS OR 7 MINUTES PER LOAD FOR SUPERS TO GET FROM PROJECT ENTRANCE TO DUMPSITE, UNLOADED & BACK TO PROJECT ENTRANCE.

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

GENERAL INFORMATION

Account: ACHEN-GARDNER CONSTRUCTION LLC
Account number: 3033003
Contact: Andy Mortensen
E-mail: amortensen@achen.com
Phone: 480-403-9452

Customer Service: 602-416-2658
Sales Office Address: 5555 E. Van Buren Street, Suite 155, Phoenix, AZ 85008

Project: D - CAREFREE WATER CONSOLIDATION
Project Address: 34505 East Carefree Highway
 Scottsdale, Arizona 85266

Doc. Expiration Date: 3/31/2022
Price Valid from: 12/10/2021
Price Valid to: 3/31/2022

MATERIAL PRICING:

Material Number	Description	Plant	Quantity	UoM	Delivered Price	Truck Type	Notes
1307799	SPEC BASE COARSE	2108-8991-Agg Trading - Superstn Crsh (SO-3233)	16,000.00	TON	\$14.75	16 WHEELER	DELIVERED IN SUPERS

ADDITIONAL CLAUSES

Category	Item	Value	UoM	Comments
Pricing Escalation	The prices are subject to an escalation of	x.xx	USD/ton	Effective , and each months thereafter
Surcharges and Fees	Variable Fuel surcharge	xx.xx	USD/Load	
	Environmental compliance fee	\$5.00	USD/Load	Charged on all loads
	Full freight recovery	xx.xx	USD/ton	Based on full freight for a load of 22 Tons
	Plant Opening fee for non business hours on weekdays, weekends	\$1,000.00	USD per Each	Subject to notification
	Saturday haul premium	Bid upon request	USD/ton	Aggregates account manager for pricing
	Standby charge	xx.xx	USD/min	Subject to notification
	Re-handling fee	\$40.00	USD/Load	Unsuitable material dumped at landfill, to be reloaded

Pricing Conditions

All Sales are subject to CEMEX Standard terms and conditions. Pricing quoted is per short ton and does not include sales tax. Applicable Sales Tax will apply unless Sales Tax exemption certificate is on file at CEMEX prior to pick up or delivery.

Delivered Pricing: Pricing is based on delivery during regular aggregate plant hours.

FOB Pricing: Material prices are FOB CEMEX facility at the designated location loaded onto buyer's trucks. Ownership of materials transfers from CEMEX to customer at gate.

Payment terms

Payment Terms are standard as follows: Net 10th Prox. (10th of the month following delivery or pick up)

Delayed portion of payment will attract a Finance charge of the lessor of 1.5% per month, 18% per annum or maximum permitted under applicable laws

Material Availability

All Materials are subject to availability by plant inventory, production schedules, shipping schedules, plant failure and / or equipment breakdown. CEMEX is not liable for lack of material, equipment, drivers, disruptions in transportation, and any other shortage.

Delivery Availability

All shipments are subject to truck availability.

Product Performance

All material is per engineer approval and is considered acceptable when tested and sampled per acceptable sampling standards at our plant.

Respectfully,

CEMEX Con Mat South,LLC

Donald Peters

Phone: 0

Email: donald.peters@cemex.com

Accepted by:

ACHEN-GARDNER CONSTRUCTION LLC

Standard Terms and Condition

1. **Terms and Conditions.** These Standard Terms and Conditions of CEMEX Con Mat South, LLC and its affiliates ("Seller"), Buyer's Credit Application, and Seller's Quotation, if any, (collectively, "Agreement") govern any and all purchases made by Buyer from Seller and are incorporated herein by reference. This Agreement, and any other documents prepared by Seller for Buyer in connection with Buyer's purchase of materials contain the entire understanding between the parties concerning the subject matter hereof, and there are no other agreements or understandings except as set forth herein. Any different or additional terms or conditions contained in any writing or instrument of Buyer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, this Agreement.
2. **Technical Assistance.** In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice by Seller is for Buyers guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.
3. **Prices and Price Increases.** Prices for the materials are (i) subject to material availability at the time of delivery; (ii) shall remain firm until the date set forth on the Seller's Quotation, if any, or if no such date is given, for a period of thirty (30) days after the date the order was accepted by Seller, the price was quoted by Seller or such shorter period as set forth in the Seller's quote; thereafter prices are subject to change by Seller; and (iii) do not include Saturday, Sunday holiday, off-hour or overtime shipments, all of which are subject to additional charges. Prices are applicable only to the job quoted or orders accepted by Seller and are available only to the specific Buyer referred to therein, are for a standard mix design, if applicable, and are only for the quantities requested by Buyer at the time the prices were quoted. Seller reserves the right to (i) increase prices on any quote or accepted orders without notice to reflect any raw material cost increases or surcharges incurred by Seller and (ii) defer or cancel any quote or accepted orders in the event Seller becomes delayed or prevented from performing due to shortages or allocation of raw materials. In the event of a delay or cancellation resulting from shortages or allocations of raw materials, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or cancellation.
4. **Surcharges and Fees.** Prices quoted may not include additional charges Buyer may be responsible for. Such additional charges include, but are not limited to, charges for additives, accelerators, winterizers/summerset, water (hot or chilled), ice and stand-by, waiting time and delivery charges due to loads in amounts less than a full truckload. Such prices shall be charged at the rate of Seller's then-current price list for additional charges, which is incorporated into these Terms and Conditions by reference as if fully set forth herein and which is available to Buyer upon request. Buyer acknowledges that surcharges and fees are to recoup Seller's costs and achieve a return on investment.
5. **Tests.** Seller reserves the right to levy an additional charge on Buyer for any nonstandard tests that Buyer may require to be performed on the materials sold to Buyer. Failure of Buyer to witness any tests shall be deemed a waiver by Buyer of its right to do so and of any right to require repetition of such tests, and Buyer shall be deemed to have accepted any such test results as sufficient to meet its specifications.
6. **Payment and Interest.** Buyer shall make all payments due hereunder in accordance with the terms of this Agreement and as stated on Seller's invoices or other notices of terms, without any right of setoff or retention and without regard to any agreement Buyer may have with other parties. If Buyer fails to pay in full the invoice amount when due, Buyer agrees to pay interest on the unpaid balance from the date when due until paid in full at the rate selected by Seller, not to exceed the lesser of 18% per annum or the highest lawful rate, specifically including post judgment. Buyer agrees to pay any and all costs and expenses incurred by Seller in collecting from Buyer any past due amounts, including but not limited to reasonable attorney fees, court costs and collection agency fees. Seller may suspend pending deliveries during any period when Buyer has overdue balances or evidence of a changed financial condition.
7. **Liens.** Buyer agrees to timely provide in writing to Seller information regarding bonding companies, general contractors or owners for the purpose of filing preliminary notices and claims on payment bonds or mechanic's and material supplier's liens.
8. **Delivery.** Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or frontage of the address for delivery. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets. In absence of a specific delivery date on the Quotation, Seller will commence delivery of the materials on a date and at a rate mutually agreed upon by both Seller and Buyer.
9. **Default.** If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may at its option and without notice: (i) declare the entire unpaid balance owed by Buyer due and payable; (ii) postpone further deliveries until such default is remedied; (iii) terminate any and all obligations under any contract; and (iv) refuse further performance without any liability to Buyer.
10. **Limited Warranty and Liability Disclaimer.** Seller warrants that the materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Quotation, if any, and shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery thereof. No other express warranties are made with respect to said materials. Acceptance by Buyer of the materials shall constitute confirmation by Buyer that the materials meet the description and specifications, if any, set forth in such applicable Quotation. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications or naturally occurring substances. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the materials failing to comply, to repair or to provide Buyer with conforming replacements for any nonconforming materials. Seller shall not be responsible for any removal or installation costs. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY.** Buyer agrees that in specific consideration for receiving this warranty, it will indemnify and hold harmless Seller from any and all damages in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Seller. This Agreement may not be modified or amended except by a writing signed by both parties.
11. **Delays.** If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure.
12. **Claims.** Buyer agrees that all claims against Seller are waived unless presented to Seller in writing within one week from the date of delivery of the materials. Seller shall have thirty days from receipt to inspect and correct a defect if such claim is allowed. Buyer further agrees that in the event that Buyer disagrees with Seller's decision about whether to allow the claim that the Buyer's remedy is to formally adjudicate the claim, but the Buyer further agrees that Seller's invoices for all materials supplied shall be paid in the interim. No claim shall be allowed after the materials purchased hereunder are incorporated, modified or processed by Buyer in any manner. **SELLER'S LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE SHALL NOT EXCEED THE PRICE OF THE MATERIALS ACTUALLY RECEIVED FROM BUYER BY SELLER WITH REGARD TO WHICH SUCH CLAIM FOR LOSS OR DAMAGE IS MADE.**
13. **Waiver.** Seller may, at its option, permit Buyer to remedy any default under this Agreement without waiving the default so remedied or any other default by Buyer. Buyer waives notice of default of this Agreement and waives presentment, demand, protest, and notice of dishonor as to any instrument issued or delivered to Seller.
14. **Venue.** This Agreement will be governed by the applicable state and federal laws without giving effect to conflict of laws principles. The Buyer agrees that any legal actions and proceedings brought for the breach or the enforcement of this Agreement will lie in the state and county in this state of delivery. Buyer consents and submits to the jurisdiction and venue of any state, county or federal court located within that county. As a material inducement to Seller to enter into this Agreement, Buyer waives the right to trial by jury in any proceeding arising out of or related to this Agreement.
15. **Notice.** Any notice sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to the 10100 Katy Freeway, Suite 300, Houston, TX 77043, Attn: CEMEX Customer Care.
16. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.
17. **Offset and/or Setoff.** Seller may exercise the right of set-off under this Agreement as to any sums owed by Buyer and/or its affiliates under any other contract or agreement with Seller and/or its affiliates.
18. **Remedies Cumulative.** The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement are to be in addition to, and not a limitation of rights and remedies at law or in equity.
19. **Miscellaneous.** Time is of the essence. Buyer consents to Seller sending information to Buyer regarding Seller's products and prices at any time by fax to any fax number provided by Buyer, other electronic means or otherwise. A facsimile copy or electronic transmission will be treated as an original. Buyer shall not assign the Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.
20. **Authorization for Credit Review.** Buyer consents to Seller's use of a non-business consumer credit report on the Buyer in order to further evaluate the credit worthiness of the Buyer in connection with the extension of business credit as contemplated hereby. Buyer authorizes Seller to utilize a consumer credit report from time to time in connection with the extension or continuation of business credit. Buyer hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @ 1681 et seq.
21. **Representations.** Buyer represents to Seller that it is solvent and that any financial information provided reflects the present financial condition of the Buyer. If Buyer is not a corporation or limited liability entity, Buyer acknowledges that Seller is relying on the credit worthiness and financial ability of the owner(s) of Buyer. Each owner shall be joint and severally liable for all indebtedness of Buyer to Seller under the Agreement. Buyer warrants that all information supplied to Seller is accurate and complete. Each representation and the information contained in a Credit Application, if any, is material and given to induce Seller to provide credit. Buyer will notify Seller by certified mail, within forty-eight (48) hours after any material change in Buyer's financial or ownership status.



Our Commitment to Sustainable Construction



CEMEX has an ambitious strategy to address climate change by delivering sustainable construction materials. Our ambition reflects a commitment to a more sustainable future. That's why we're leading the way in developing solutions that contribute to resilient infrastructure, while promoting economic growth with respect for the environment.



Learn more at cemexusa.com/sustainability



We're proud to offer our range of sustainable low carbon ready-mix concrete for builders who want to address climate change. Vertua® Classic can help you achieve CO₂ emissions reductions by 20% or more when compared to 100% portland-cement-based concrete.

Learn more:

cemexusa.com/vertua



Portland Limestone Cement

Build sustainably without compromising strength, durability or other benefits. CEMEX Type II is a popular Portland Limestone Cement suited for projects such as concrete, precast, block, pavers and many others. Learn more:

cemexusa.com/TypeII.



CEMEX has been producing high-quality, reliable and innovative admixtures for the construction industry for more than 20 years. CEMEX Admixtures are customized to fit your exact specifications and can help your concrete perform in a wide variety of conditions. Learn more:

cemexusa.com/admixtures.



Quotation



Attn: Andy Mortensen

Quote Name: CAREFREE WATER CONSOLIDATION / BASIN
Quote #: 505421

ACHEN-GARDNER CONSTRUCTION LLC
 550 SOUTH 79TH STREET
 CHANDLER, AZ 85226
Acct#: 213235

BASIN RD & CAVE CREEK / SCOTTSDALE
 AZ067937
 CAVE CREEK, AZ 85331

Date:	Monday, December 13, 2021	Sales Rep :	Brian Kochert
Quote Created:	Thursday, December 9, 2021		2526 E University Drive
Effective From:	Monday, December 13, 2021	Phone:	PHOENIX, AZ 85034
Quote Expiration:	Monday, December 12, 2022	Fax :	480-536-0576
Price Expiration:	Saturday, December 31, 2022	Email:	kochertb@vmcmail.com

Special Instructions:

**Effective January 1, 2023 all quoted asphalt will have a price increase of \$1.50 per ton. Final expiration date March 31, 2023.

**Effective January 1, 2023 all quoted aggregates will have a price increase of \$1.00 per ton. Final expiration date March 31, 2023.

This Hot-Mix Asphalt quote is based on a published average selling price from Poten & Partners for liquid binder of \$515/per ton. Any increase in price of \$25.00 or greater will be billed to the customer at \$1.50 per ton for every \$25.00 increase.

In the above example, if the published rack rate for liquid binder hits \$540/ton during the lifecycle of the project, an increase of \$1.50/ton will be added to each invoice for that month. If the rack rate climbs to \$565/ton, a second \$1.50 Binder Surcharge will go into effect. If pricing drops back down to the initial published rate, we'll adjust the price back to the original quoted per ton price.

Material quoted based on no specs reviewed. If any changes or different material is required, material is subject to price adjustment

Prices quoted are for delivery during normal business hours - Monday thru Friday 6AM to 5PM. Plant Premium for Monday - Friday night production (per 8 hour shifts) will be charged \$2,000.00 per shift. Plant Premium for Friday night into Saturday morning production (per 8 hour shifts) will be charged \$2,000.00 per shift. Plant Premium for Saturday production (per 8 hour shifts) will be charged \$1,000.00 per shift. Plant Premium for Sunday production (per 8 hour shifts) will be charged \$2,000.00 per shift. Any overtime will be charged at \$350.00 per hour. Truck stand by will be charged on site after the first 20 minutes at the rate of \$93 per hour or \$1.55 per minute. All night work will be subject to an 8 hour minimum hourly haul charge. All weekend work will be subject to a 4 hour minimum hourly haul charge.

SAND & GRAVEL

Plant	Product Name	Product #	Qty	U/M	Delivered Price Per Unit
SUN CITY SAND & GRAVEL	MAG SPEC ABC	16272	16,000	Tons	\$18.45
		Truck Type STD FRT RATE			
SUN CITY SAND & GRAVEL	MAG SPEC ABC	16272	16,000	Tons	\$18.25
		Truck Type BOTTOM DUMP			

ASPHALT

Plant	Product Name	Product #	Qty	U/M	Delivered Price Per Unit
-------	--------------	-----------	-----	-----	--------------------------



GOMEZ HMA	1/2" EVAC - PG70-10	331511G		3,634	Tons	\$92.50
		Truck Type	STD FRT RATE			
19TH AVE HMA	1/2" EVAC PG76-22TR+	336411H		1	Tons	\$98.65
		Truck Type	STD FRT RATE			
19TH AVE HMA	1/2" EVAC PG70-16TR	336611H		1	Tons	\$91.65
		Truck Type	STD FRT RATE			
GOMEZ HMA	3/8 COLD	456800		200	Tons	\$118.50
		Truck Type	STD FRT RATE			

Other Charges

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

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

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

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

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

Accepted by: _____

Date: _____

Sales Representative: _____

Date: _____

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

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

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

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

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

SHIPMENT AND DELIVERY

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

CREDIT AND DEFAULT

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

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479>.

EXCULPATORY PROVISIONS

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

CHANGE OF TERMS

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

APPLICABLE LAW

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

LIMITED WARRANTY AND WARRANTY DISCLAIMER

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

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3878100E

Andy Mortensen

CAREFREE WATERLINE REDUCED SCOPE

Page 1 of 1

12/11/21 6:32 AM

ASPHALT ASPHALT

Vendor Code						FISHERSANDAN	VULCANMATERI
Vendor Name						Fisher Sand and	Vulcan Materials
Vendor Phone						4807301033	6025288961
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price	Unit Price
		2AC12EVAC	1/2 EVAC ASPHALT	3,634.74	TN	92.4000	98.6500
		2ACCOLD	AC COLD MIX	201.50	TN	120.0000 P	118.5000
Quoted Amount						335,850	382,445
Plugged Amount						24,180	0
Bond						0	0
Mobilization						0	0
% Adjustment						0	0
\$ Adjustment						0	0
ENVIRO						0	1,532
PI-1						7,268	0
Total Adjustment						7,268	1,532
Totals						367,298	383,977
Diff From Plug						343,118	359,797
Total Minority						0	0

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

Andy Mortensen

From: Gary Slone <gslone@fisherind.com>
Sent: December-10-21 12:12 PM
To: Andy Mortensen
Cc: Gary Slone
Subject: FW: Town of Carefree

Mort.

Town of Carefree
Carefree Hwy & Tom Darlington Dr
\$76.40 TN 3,634 TN EVAC A1/2" PG70-10
Delivered through 6/30/22
Add \$4.00 TN starting 7/1/22 through 12/31/22
Add another \$6.00 TN starting 1/1/23 to 4/30/23

Add \$20.00 TN for A1/2" PG76-22 PMTR+



Gary Slone
Southwest Asphalt
Mobile 480.217.0599
Email GSlone@Fisherind.com

From: Andy Mortensen <amortensen@achen.com>
Sent: Friday, December 10, 2021 10:03 AM
To: Gary Slone <gslone@fisherind.com>
Subject: RE: Town of Carefree

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gary,

We had a mistake on our solicitation. We need you to hold pricing through April 2023. Can you revise and resend your quote? My apologies.

Thanks,

ANDY MORTENSEN

Estimator

Main: 480.940.1300 | Fax: 480.940.4576 | Email: amortensen@achen.com

ACHEN-GARDNER CONSTRUCTION

100% EMPLOYEE OWNED

550 South 79th Street | Chandler, AZ 85226

2425 West Wave Hill Court | Tucson, AZ 85705

achen.com | [facebook](https://www.facebook.com) | [twitter](https://twitter.com) | [linkedin](https://www.linkedin.com) | [instagram](https://www.instagram.com) | [youtube](https://www.youtube.com)

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From: Gary Slone <gslone@fisherind.com>

Sent: December-09-21 3:17 PM

To: Andy Mortensen <amortensen@achen.com>

Subject: Town of Carefree

Dutch, what's happening buddy?

Town of Carefree

Carefree Hwy & Tom Darlington Dr

\$72.40 TN 3,634 TN EVAC A1/2" PG70-10

Delivered through 4/30/22

Add \$20.00 TN for A1/2" PG76-22 PMTR+



Gary Slone
Southwest Asphalt

Mobile 480.217.0599

Email GSlone@Fisherind.com

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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Quotation



Attn: Andy Mortensen

Quote Name: CAREFREE WATER CONSOLIDATION / BASIN
Quote #: 505421

ACHEN-GARDNER CONSTRUCTION LLC
550 SOUTH 79TH STREET
CHANDLER, AZ 85226
Acct#: 213235

BASIN RD & CAVE CREEK / SCOTTSDALE
AZ067937
CAVE CREEK, AZ 85331

Date:	Monday, December 13, 2021	Sales Rep :	Brian Kochert
Quote Created:	Thursday, December 9, 2021		2526 E University Drive
Effective From:	Monday, December 13, 2021	Phone:	PHOENIX, AZ 85034
Quote Expiration:	Monday, December 12, 2022	Fax :	480-536-0576
Price Expiration:	Saturday, December 31, 2022	Email:	kochertb@vmcmail.com

Special Instructions:

**Effective January 1, 2023 all quoted asphalt will have a price increase of \$1.50 per ton. Final expiration date March 31, 2023.

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SAND & GRAVEL

Plant	Product Name	Product #	Qty	U/M	Delivered Price Per Unit
SUN CITY SAND & GRAVEL	MAG SPEC ABC	16272	16,000	Tons	\$18.45
		Truck Type STD FRT RATE			
SUN CITY SAND & GRAVEL	MAG SPEC ABC	16272	16,000	Tons	\$18.25
		Truck Type BOTTOM DUMP			

ASPHALT

Plant	Product Name	Product #	Qty	U/M	Delivered Price Per Unit
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GOMEZ HMA	1/2" EVAC - PG70-10	331511G		3,634	Tons	\$92.50
		Truck Type	STD FRT RATE			
19TH AVE HMA	1/2" EVAC PG76-22TR+	336411H		1	Tons	\$98.65
		Truck Type	STD FRT RATE			
19TH AVE HMA	1/2" EVAC PG70-16TR	336611H		1	Tons	\$91.65
		Truck Type	STD FRT RATE			
GOMEZ HMA	3/8 COLD	456800		200	Tons	\$118.50
		Truck Type	STD FRT RATE			

Other Charges

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

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

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

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

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

Accepted by: _____

Date: _____

Sales Representative: _____

Date: _____

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

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

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

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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.**

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3878100E

Andy Mortensen

CAREFREE WATERLINE REDUCED SCOPE

Page 1 of 1

12/14/21 11:33 AM

BORE BORE

Vendor Code						HOLLAMONROAD	HORIZONTALBO	SPECIALIZEDS
Vendor Name						Hollamon Road Bo	Horizontal Boring	Specialized Servic
Vendor Phone						9285676208	6022543048	6029976164
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price	Unit Price	Unit Price
1110	3021190	4BORE	SUB JACK AND BORE	40.00	LF	0.0000	518.0000	2,215.0000
3090	3021190	4BORE	SUB JACK AND BORE	30.00	LF	0.0000	518.0000	2,215.0000
Quoted Amount						0	36,260	155,050
Plugged Amount						0	0	0
Bond						0	0	0
Mobilization						0	0	0
% Adjustment						0	0	0
\$ Adjustment						0	0	0
MOB								
MOBILIZATION						0	0	9,000
Total Adjustment						0	0	9,000
Totals						0	36,260	164,050
Diff From Plug						0	36,260	164,050
Total Minority						0	0	0

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

HORIZONTAL BORING

2402 S. 16th Ave
 Phoenix, Arizona 85007
 Ernie Romero

Telephone 602-237-9808
Ernie@HorizontalBoringllc.com
 Operations Manager

PROPOSAL

December 13, 2021

PROPOSAL: Achen-Gardner

Attention: Estimating

SPECIFICATIONS: Auger Bore 40 LF of 24" .375 steel casing for a 12" waterline
 Auger Bore 30 LF of 24" .375 steel casing for a 6" waterline
Carefree Water – 2 Bores (Carefree, AZ)

INCLUDES: All labor and equipment to auger bore 24" steel casing in place, casing spacers to skid & push 6" and 12" carrier pipe and place rubber end seals at casing ends. Furnish labor, equipment, casing spacers, and steel casing as per MAG 602. A test pit will be required prior to mobilization.

EXCLUDES: Liability of: all work relating to excavation and backfill of all bore pits and exit pits, shoring or sloping of pits as per OSHA, inspection, survey, access to pit locations, utilities verification and location and potholing, any conflicts, Blue Stake: place us on your log as additional contractor, barricades, traffic control, railroad flaggers, railroad insurance, fencing, ground control; de-watering of pits, well points, spoil removal and inspection fees, engineering calcs, right of entry fees, all permits, bonds, licenses, landscaping and restoration, casing vents, cathodic protection, annular fill, hard dig, assumes good soil conditions; excludes any caliche, rock, cobble or unstable sand material encountered in the bore path, all 6" and 12" carrier pipe, and joint connections on 6" and 12" carrier pipe. Bore pit: 12'x36'x18" below invert of carrier pipe

BID PRICE:

Auger Bore:	70 LF	24"	\$	338.00 LF	\$	23,660.00
Steel Casing:	70 LF	24"	\$	88.00 LF	\$	6,160.00
Skid & Push:	70 LF	6"/12"	\$	92.00 LF	\$	6,440.00
Total:					<u>\$</u>	<u>36,260.00</u>

PAYMENT: Terms are based on monthly estimate with payment in full 30 days after completion of Horizontal Boring's portion of the project or progress billing.

THANK YOU

SINCE 1962

Andy Mortensen

From: Arvid Veidmark <arvid@sscunderground.com>
Sent: December-13-21 9:00 AM
To: Andy Mortensen
Subject: RE: [EXTERNAL] Carefree Water Consolidation - Update Jack & Bore Requirements

Andy,

SSC will supply either a 24" or 42" steel casing to install under a 30' and 40' box culvert. GC to excavate a bore pit 44' long x 14' wide, pit needs to be 36" lower than the invert of the waterline.

If ground conditions are solid and we can use our 24" rock head then we will install a 24" x .500 wall steel casing, we will supply 6" x 24" & 12" x 24" casing spacers, attach them to the 6" & 12" DIP and push these through the casing. SSC will seal the ends with a RES.

For the 24" bores...

\$1,908.00 x 70' = \$133,560.00 for L&E
\$307.00 x 70' = \$ 21,490.00 for casing/spacers
\$4,500.00 LS mobe

For the 42" bores...

\$2,874.00 x 70' = \$201,180.00 for L&E
\$737.00 x 70' = \$51,590.00 for casing/spacers
\$4,500.00 mobe

Call me with any questions, I figured the 24" at worst case as we are going under a box culvert in the mountains, for the 24" to work it has to be rock or cemented cobbles.

If we encounter sand or unstable soils then we have to go with a 42" and hand tunnel.

Thank you
Arvid III



Arvid Veidmark III | Executive Vice President/Senior Estimator
2001 W. North Lane, Phoenix, AZ 85021 | www.sscunderground.com
O: (602) 997-6164 | F: (602) 997-4811 | E: Arvid@sscunderground.com
Licensed in AZ #085634 | CA #1006387 | NM #382037
[Read SSC's recent newsletter](#)

From: Andy Mortensen <amortensen@achen.com>
Sent: Monday, December 13, 2021 8:44 AM
To: Arvid Veidmark <arvid@sscunderground.com>
Subject: RE: [EXTERNAL] Carefree Water Consolidation - Update Jack & Bore Requirements

12" DIP = 40 FT
6" DIP = 30 FT

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3878100E

Andy Mortensen

CAREFREE WATERLINE REDUCED SCOPE

Page 1 of 1
12/11/21 6:08 AM

DISINFECT DISINFECT

Vendor Code						STATEWIDEDIS	
Vendor Name						Statewide Disinfe	
Vendor Phone						4809818859	
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price	
1070	3021320	4DISINFECT	SUB DISINFECT 6" WATERLINE	1,385.00	LF	0.7500	
1080	3021320	4DISINFECT	SUB DISINFECT 12" WATERLINE	8,879.00	LF	0.7500	
2130	3021320	4DISINFECT	SUB DISINFECT 8" WATERLINE	219.00	LF	0.7500	
2140	3021320	4DISINFECT	SUB DISINFECT 6" WATERLINE	2,114.00	LF	0.7500	
2145	3021320	4DISINFECT	SUB DISINFECT 12" WATERLINE	225.00	LF	0.7500	
2146	3021320	4DISINFECT	SUB DISINFECT 16" WATERLINE	865.00	LF	0.7500	
3060	3021320	4DISINFECT	SUB DISINFECT 4" WATERLINE	22.00	LF	0.7500	
3070	3021320	4DISINFECT	SUB DISINFECT 6" WATERLINE	5,666.00	LF	0.7500	
4080	3021320	4DISINFECT	SUB DISINFECT 4" WATERLINE	734.00	LF	0.7500	
4090	3021320	4DISINFECT	SUB DISINFECT 6" WATERLINE	649.00	LF	0.7500	
4100	3021320	4DISINFECT	SUB DISINFECT 8" WATERLINE	3,759.00	LF	0.7500	
Quoted Amount						18,388	
Plugged Amount						0	
Bond						0	
Mobilization						0	
% Adjustment						0	
\$ Adjustment						0	
Total Adjustment						0	
Totals						18,388	
Diff From Plug						18,388	
Total Minority						0	

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



Statewide Disinfection Service, Inc.
 PO Box 20555
 Mesa, AZ 85277-0555
 +1 4809818859
 www.statewidedisinfectionservice.net

ADDRESS

Achen Gardner
 550 South 79th Street
 Chandler, AZ 85226-4706

Estimate 2194

DATE 12/10/2021

P.O. NUMBER

602 376 0479

ORDERED BY

Andy Mortensen

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Disinfection Per Foot for the Town of Carefree project no 1070 for 6 inch pipe line	1,385	0.75	1,038.75
	Disinfection Per Foot for no. 1090 water line 12 inch	8,879	0.75	6,659.25
	Disinfection Per Foot for no. 2130 water line 8 inch	219	0.75	164.25
	Disinfection Per Foot for no. 2140 water line 6 inch	2,114	0.75	1,585.50
	Disinfection Per Foot for no. 1090 water line 12 inch	225	0.75	168.75
	Disinfection Per Foot for no. 1090 water line 16 inch	865	0.75	648.75
	Disinfection Per Foot for no. 3060 water line 4 inch	22	0.75	16.50
	Disinfection Per Foot for no. 3070 water line 6 inch	5,666	0.75	4,249.50
	Disinfection Per Foot for no. 4080 water line 4 inch	734	0.75	550.50
	Disinfection Per Foot for no. 4090 water line 6 inch	649	0.75	486.75
	Disinfection Per Foot for no.4100 water line 8 inch	3,759	0.75	2,819.25

Thank You

Licensed - Insured - Bonded
 ROC 254901 Plumbing ROC 202634 Disinfection AWWA standards
 Physical address: 344 S Hawes Rd. Mesa, AZ 85208

This estimate/invoice is subject to change from initial scope of work if actual measurements, standby time or other factors beyond the control of Statewide Disinfection Services and may be adjusted at final invoice.
 Estimate pricing expires in 30 days

Jim

TOTAL

\$18,387.75

Accepted By

Accepted Date

Licensed - Insured - Bonded
ROC 254901 Plumbing ROC 202634 Disinfection AWWA standards
Physical address: 344 S Hawes Rd. Mesa, AZ 85208

This estimate/invoice is subject to change from initial scope of work if actual measurements, standby time or other factors beyond the control of Statewide Disinfection Services and may be adjusted at final invoice.

Estimate pricing expires in 30 days

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3878100E

Andy Mortensen

CAREFREE WATERLINE REDUCED SCOPE

Page 1 of 1

12/14/21 11:38 AM

PRECAST PRECAST

Vendor Code						OLDCASTLEPRE	OLSONPRECAST
Vendor Name						Oldcastle Precast	Olson Precast
Vendor Phone						4806366282	6022696219
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price	Unit Price
		2PRECAST01	6" PRV VAULT (C.O.S. 2342-1)	1.00	EA	12,675.0000	11,096.9200
		2PRECAST04	4" WATER METER VAULT (C.O.S.	1.00	EA	7,377.0000	4,913.7300
		2PRECAST08	8" WATER METER VAULT (C.O.S.	1.00	EA	7,523.0000	11,568.5300
		2PRECAST10	10" PRV VAULT (C.O.S. 2342-1)	1.00	EA	13,668.0000	17,407.3300
		2PRECAST12	BUY 12" PRV VAULT (C.O.S. 234	1.00	EA	13,668.0000	17,407.3300
		2PRECAST12	BUY 12" PRV VAULT (C.O.S. 234	1.00	EA	13,668.0000	17,407.3300
Quoted Amount						68,579	79,801
Plugged Amount						0	0
Bond						0	0
Mobilization						0	0
% Adjustment						0	0
\$ Adjustment						0	0
Total Adjustment						0	0
Totals						68,579	79,801
Diff From Plug						68,579	79,801
Total Minority						0	0

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

Contract & Proposal

Quote No.....: S102806-3

411 E. Frye Road
Chandler, AZ 85225

Telephone.: 480-963-2678
Fax.....: 844-695-0877

oldcastleinfrastructure.com

Quote To ...: Achen-Gardner Construction, LLC.
550 S 79TH ST
CHANDLER, AZ 85226 4706

Ship To ...: Carefree Water Consolidation
TBD
Carefree, AZ 85377

Reference.: Andy Mortensen 480-403-9452

Contact: TINA (EMAIL)

Phone:

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S102806	12/9/2021	000017	Net 30 Days		FOB Job Site	30 days

Group: a

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001	Precast 615-WA Open Bottom Vault. Inside Dimensions Are 6'0" x 15'0". Top With (2) 36"x36" Galvanized Hatches Rated HS20 Off-Street Traffic. Top Also Has (2) Vent Pipes. Offset Pipe Slots In Walls. Includes Aluminum Ladder. Delivered By Boom Truck. Must Ship In No More Than (2) Trips.		12,765.00	12,765.00
2.00	Ea	0030200	#44-3636 Cover,W/Hasp,Galv			
1.00	Ea	0320010	615 Top O.S. w/(2) 42x42 openings			
1.00	Ea	0320030	615-5X O.S. w/ offset slots			
1.00	Ea	4554425	LAD Ladder,Alum,8',w/11"Stdoff			
9.00	Roll	6202556	CS Mastic,1"x14.5' Roll,RN103,(8/Bx)			
1.00	Ea	4606125	MISC Pipe Set,Vent,4",Galv			
2.00	Ea	9400000	Freight OPI Truck			

Group: b

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001	Alternative To Design Precast 510-WA Open Bottom Vault. Inside Dimensions Are 5'0"		7,337.00	7,337.00

Contract & Proposal

Quote No.....: S102806-3

 411 E. Frye Road
 Chandler, AZ 85225

 Telephone.: 480-963-2678
 Fax.....: 844-695-0877

oldcastleinfrastructure.com

Quote To ...: Achen-Gardner Construction, LLC.
 550 S 79TH ST
 CHANDLER, AZ 85226 4706

Ship To ...: Carefree Water Consolidation
 TBD
 Carefree, AZ 85377

Reference.: Andy Mortensen 480-403-9452

Contact: TINA (EMAIL)

Phone:

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S102806	12/9/2021	000017	Net 30 Days		FOB Job Site	30 days

x 10'0". Top With (1) 36"x60"
 Galvanized Hatches Rated HS20
 Off-Street Traffic. Top Also Has (2)
 Vent Pipes. Offset Pipe Slots In
 Walls. Delivered By Boom Truck.
 Must Ship In (1) Trip.
 -

1.00	Ea	0080210	#57-3660, Top, Galv
1.00	Ea	0120331	5106 WMA Top, 2' x 4' Opening, New Style
1.00	Ea	0120285	5106 WMA Base, Open Bottom, w/Offset Slots, NS
5.00	Roll	6202556	CS Mastic, 1"x14.5' Roll, RN103, (8/Bx)
1.00	Ea	4606125	MISC Pipe Set, Vent, 4", Galv
1.00	Ea	9400000	Freight OPI Truck

Group: c

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001	Alternative To Design Precast 612-WA Open Bottom Vault. Inside Dimensions Are 6'0" x 12'0". Top With (1) 36"x60" Galvanized Hatches Rated HS20 Off-Street Traffic. Top Also Has (2) Vent Pipes. Offset Pipe Slots In Walls. Delivered By Boom Truck. Must Ship In (1) Trip. -		7,523.00	7,523.00

Contract & Proposal

Quote No.....: S102806-3

411 E. Frye Road
Chandler, AZ 85225

Telephone.: 480-963-2678
Fax.....: 844-695-0877

oldcastleinfrastructure.com

Quote To ...: Achen-Gardner Construction, LLC.
550 S 79TH ST
CHANDLER, AZ 85226 4706

Ship To ...: Carefree Water Consolidation
TBD
Carefree, AZ 85377

Reference.: Andy Mortensen 480-403-9452

Contact: TINA (EMAIL)

Phone:

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S102806	12/9/2021	000017	Net 30 Days		FOB Job Site	30 days

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0080210	#57-3660, Top, Galv			
1.00	Ea	0140394	612 Slab Top w/50"x 78" Hole,New Style			
1.00	Ea	0140406	612 5X WMA w/ offset slots,New Style			
6.00	Roll	6202556	CS Mastic,1"x14.5' Roll,RN103,(8/Bx)			
1.00	Ea	4606125	MISC Pipe Set,Vent,4",Galv			
1.00	Ea	9400000	Freight OPI Truck			

Group: d

Qty	Unit	Item	Description	Mark	Unit price	Amount
3.00	Ea	0000001	Alternative To Design Precast 814-WA Open Bottom Vault. Inside Dimensions Are 8'0" x 14'0". Top With (2) 36"x36" Galvanized Hatches Rated HS20 Off-Street Traffic. Top Also Has (2) Vent Pipes. Offset Pipe Slots In Walls. Includes Aluminum Ladder. Delivered By Boom Truck. Must Ship In No More Than (2) Trips. -		13,668.00	41,004.00
6.00	Ea	0030200	#44-3636 Cover,W/Hasp,Galv			
3.00	Ea	0190006	814 Top O.S. w/(2) 42x42 openings			
3.00	Ea	0190017	814 WMA Base w/ Slots			

Contract & Proposal

Quote No.: S102806-3

 411 E. Frye Road
 Chandler, AZ 85225

 Telephone.: 480-963-2678
 Fax.....: 844-695-0877

oldcastleinfrastructure.com

Quote To ...: Achen-Gardner Construction, LLC.
 550 S 79TH ST
 CHANDLER, AZ 85226 4706

Ship To ...: Carefree Water Consolidation
 TBD
 Carefree, AZ 85377
Reference.: Andy Mortensen 480-403-9452**Contact:** TINA (EMAIL)**Phone:**

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S102806	12/9/2021	000017	Net 30 Days		FOB Job Site	30 days

Qty	Unit	Item	Description	Mark	Unit price	Amount
3.00	Ea	4554425	LAD Ladder, Alum, 8', w/11" Stdoff			
30.00	Roll	6202556	CS Mastic, 1"x14.5' Roll, RN103, (8/Bx)			
3.00	Ea	4606125	MISC Pipe Set, Vent, 4", Galv			
6.00	Ea	9400000	Freight OPI Truck			

Group: z

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001	Quote Provisions: 1) 1 hour allowed for unloading. Extra time charged at \$120/hr FLAT BED and \$250/hr BOOM TRUCK. Assess or applicable fuel charges on freight will be invoiced to the customer at cost only.			

Oldcastle Infrastructure Commercial Clarifications

10/04/2021 V1

Special Products:

- 1) Any special product(s) and high-volume standards (collectively, "Special Products") will be invoiced on a mutually agreed upon in writing delivery date and ownership transferred, upon Invoicing. Oldcastle Infrastructure, Inc. ("Oldcastle") reserves the right to require full or partial pre-payment for any Special Products ordered.
- 2) Special Products may not be returned.
- 3) If Special Product(s) cannot be accepted within 30 days of invoicing, a 10% storage fee will be assessed monthly unless otherwise agreed upon in writing.
- 4) All Special Products ordered as part of a cash sale must be fully paid prior to production.
- 5) A disposal fee of \$200/ton will be charged for all Special Products on hand over 90 days from the mutually agreed upon

Contract & Proposal

Quote No.....: S102806-3

 411 E. Frye Road
 Chandler, AZ 85225

 Telephone.: 480-963-2678
 Fax.....: 844-695-0877

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Ship To ...: Carefree Water Consolidation
 TBD
 Carefree, AZ 85377

Reference.: Andy Mortensen 480-403-9452

Contact: TINA (EMAIL)

Phone:

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S102806	12/9/2021	000017	Net 30 Days		FOB Job Site	30 days

delivery date.

Delivery:

- 6) The site must be accessible by delivery vehicles under their own power. If the material is to be delivered and set by Oldcastle, acceptability to the site will be determined by the boom operator.
- 7) Freight charges quoted are based on full truckload quantities. Short loads will be subject to additional charges to cover the cost of delivery.
- 8) Deliveries canceled with less than 24 hours' notice are subject to full delivery charge.
- 9) Delivery includes one hour for offloading. Additional time in excess of one hour will be invoiced at an hourly rate.
- 10) A restocking fee of up to 40% may be charged on undamaged, standard products. Freight charges for returned product on Oldcastle equipment will also be applicable.
- 11) All Returns must be approved by Oldcastle. Returns will not be accepted after 90 days from date of purchase.

Pricing:

- 12) Oldcastle must be notified if a project requires prevailing wages as additional costs may be applied to the quotation.
- 13) Pricing remains valid for 30 days from the date of this quote.

Additional Items:

- 14) Every effort has been made to provide an accurate take-off however, the quantities are not guaranteed by Oldcastle but provided for the buyer's convenience only. It is the buyer's responsibility to verify the accuracy of the project requirements and quantities. Changes in quantities, dimensions, or specifications from this quote may require an adjustment in price. Buyer agrees to pay per unit price for the actual number of units delivered.
- All products and services listed on this Quotation are provided under OLDCASTLE INFRASTRUCTURE, INC's Standard Terms and Conditions located at: <https://oldcastleinfrastructure.com/support/terms-conditions/>

QUOTATION TOTAL US 68,629.00

IMPORTANT: This proposal is based on standard terms and conditions. Items and quantities shown are the basis for the quotation, and we are not responsible for any discrepancies between this list and actual items or quantities.

 (Accepted by)

Sales Person: David Reneson

Telephone:

 (Position)

 (Date)

By: _____



Olson Precast of Arizona
 License No. 098590 Type A-12
 3045 S. 35th Ave
 Phoenix, AZ 85009
 Phone: (602) 269-6219
 Fax: (602) 278-5568

Quote Number: 34574

Quote Date: 12/13/2021

Office

Bill to:	ACHEN GARDNER CONSTRUCTION, LLC 550 S. 79TH STREET CHANDLER, AZ 85226	Project:	CAREFREE WATER CONSOLIDATION CAREFREE, AZ
Contact:	Andy Mortensen	Project Manager:	
Phone :	480-940-1300	Fax:	480-940-4576
Customer ID:	ACHEN GARDN	PO:	
Terms:	Net 30	ShipVia:	
		Sales Rep:	Greg Williams
		Bid Date:	12/13/2021

Product ID / Structure Type	Qty	Structure Price/Average	Amount
5'X12'X6' ID PRECAST PRV 2342 VAULT w/ 6" WALL	1	\$11,096.92	\$11,096.92
8'X12'X6' ID PRECAST PRV 2342 VAULT w/ 6" WALL	3	\$17,407.33	\$52,221.98
SCOTTSDALE 6" METER VAULT 2345 mod 13' X 6'	1	\$11,568.53	\$11,568.53
SCOTTSDALE 4" METER VAULT 2345 10'-6" X 5'	1	\$4,913.73	\$4,913.73



Olson Precast of Arizona
 License No. 098590 Type A-12
 3045 S. 35th Ave
 Phoenix, AZ 85009
 Phone: (602) 269-6219
 Fax: (602) 278-5568

Quote Number: 34574

Quote Date: 12/13/2021

Office

	\$79,801.16
Taxable	\$0.00
Non-Taxable	\$79,801.16
Sub Total	\$79,801.16
Tax	\$0.00
Total	\$79,801.16

QUOTE DONE PER CUSTOMERS SUPPLIED EMAILED TAKE-OFF

STANDARD EXCLUDES UNLESS SPECIFIED IN INCLUDES: Excavation & Excavation Protection, Backfill, Shoring, Final Adjustment and Supplying Grade Rings For Final Adjustment, Tax, All Bonds, Traffic Control, Access, Dewatering, Pipe Cutting/Breakout/Penetrations/Drops, Permits, Short Loads, Water Stops, Grades, Staking, Concrete Collar, Weekend Work, Night Work between 6 p.m to 4 a.m, Lighting, Concrete Pumping, Pipe & Valve Work including Stabilization of Pipe, Grout Fill, Coating/Linings Testing, Knockouts, Retention, Textura billing costs, Stand by charges due to contractor.

STANDARD NOTES: Excavation to not exceed MAG or plan details. Design and Fabrication per industry standard any required modification will be extra. For MAG A concrete will be billed at \$200/yd for over excavation, and / or lost concrete due to contractor not ready. **REQUIRED :** Suitable access for boom/redi mix trucks to perform under own power, on level ground no powerlines or overhead obstructions (15' from boom pedestal to center of hole; actual distance determined by depth and weight of product). A one year warranty is included in this price. Prices are good for 45 days from date of estimate. Jobs awarded but not started within 3 months or after concrete price increases may be re-priced. Olson Precast's liability is limited to the total of this quote.

MANHOLE NOTES: Material meets ASTM C- 478 specifications. Bases are MAG 420 or 520 unless specified. Waterstop to be provided and installed by Contractor per manufactures specs: Vacuum Testing and Coating Scheduled six months after installation maybe re-priced. Vacuum Testing of Sewer Manholes Only are to top of cone. Olson is not Responsible for Vacuum Testing Grade rings when Adjustment is by Others. If agency requires testing to top of F/C and test passes thru top of cone then change order required to pass through F/C. Customer to Supply and Install Pipe Plug on Pipe larger than 27". 28 day cure time required for Coating of Concrete unless Contractor waives Olson liability in writing. Scheduling of closeout work including, vacuum testing, coating, insecta coating requires a two week notice. **MAX PIPE DISTANCE:** For 8"-12" Pipe from Center of manhole 48" MH = 21" 60" MH = 27" For all other pipe size distance @ Springline from Outside pipe to Outside Pipe cannot exceed 42". Customer is responsible for Confirmation of Frame & Cover Lettering. Olson to set manhole openings to outflow pipe. Olson is not responsible for conflicts with manhole openings and curbs.

METER VAULT INCLUDES: 6" FOOTER, 6" WALLS, 8" ROOF, 8" RISER, 5000 P.S.I CONCRETE, GRADE 60 REINFORCING, PIPE SLOTS, BUYTL SEALANT IN JOINTS, VENT PIPES, 2-MAG 314 FRAME AND COVERS, DELIVERED AND SET WITH CONTRACTOR ASSISTANCE IN A PREPARED ACCESSIBLE EXCAVATION PROVIDED THERE ARE NO POWERLINES OR OVERHEAD OBSTRUCTIONS, ESTIMATE REFLECTS WATER TABLE BELOW VAULT DEPTH.

EXCLUDES: INSTALLATION OF VENT PIPES, OTHER HARDWARE, TRAFFIC RATING, DESIGN TO BE FILLED w/ WATER WITHOUT BACKFILL, SUMP HOLES, SEALING COMPLETE STRUCTURE WATERTIGHT, ENGINEER CALCS, COATING, TESTING, GROUTING, PIPE SLEEVES, CORE DRILLED HOLES, LINK SEALS.

PRV VAULT INCLUDES: 6" FOOTER, 6" WALLS, 8" ROOF, 8" RISER, 5000 P.S.I CONCRETE, GRADE 60 REINFORCING, PIPE SLOTS, BUYTL SEALANT IN JOINTS, 2-36X36 ALUMINUM INCIDENTAL TRAFFIC HATCHES, 1- ALUMINUM LADDER WITH SAFETY UP, DELIVERED AND SET WITH CONTRACTOR ASSISTANCE IN A PREPARED ACCESSIBLE EXCAVATION PROVIDED THERE ARE NO POWERLINES OR OVERHEAD OBSTRUCTIONS, ESTIMATE REFLECTS WATER TABLE BELOW VAULT DEPTH.

EXCLUDES: INSTALLATION OF LADDER AND SAFETYUP AND VENT PIPES, OTHER HARDWARE, TRAFFIC RATING, DESIGN TO BE FILLED w/ WATER WITHOUT BACKFILL, SUMP HOLES, SEALING COMPLETE STRUCTURE WATERTIGHT, ENGINEER CALCS, COATING, TESTING, GROUTING, PIPE SLEEVES, CORE DRILLED HOLES, LINK SEALS.

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3878100E

Andy Mortensen

CAREFREE WATERLINE REDUCED SCOPE

Page 1 of 1

12/14/21 9:59 AM

QC QUALITY CONTROL

Vendor Code						NINYOMOORE	
Vendor Name						Ninyo & Moore	
Vendor Phone						6022431600	
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price	
5030	3021230A	4TECH+REPORT	NEIGHBORHOOD A	3,423.00	LF	2.7600	
5030	3021230A	4TESTS	NEIGHBORHOOD A	3,423.00	LF	0.7500	
5030	3021230B	4TECH+REPORT	NEIGHBORHOOD B	5,808.00	LF	2.0800	
5030	3021230B	4TESTS	NEIGHBORHOOD B	5,808.00	LF	0.6700	
5030	3021230C	4TECH+REPORT	NEIGHBORHOOD C	5,242.00	LF	2.0900	
5030	3021230C	4TESTS	NEIGHBORHOOD C	5,242.00	LF	0.5900	
5030	3021230D	4TECH+REPORT	TOM DARLINGTON/CAREFREE	10,264.00	LF	2.4700	
5030	3021230D	4TESTS	TOM DARLINGTON/CAREFREE	10,264.00	LF	0.4500	
Quoted Amount						72,006	
Plugged Amount						0	
Bond						0	
Mobilization						0	
% Adjustment						0	
\$ Adjustment						0	
Total Adjustment						0	
Totals						72,006	
Diff From Plug						8,185	
Total Minority						0	

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

December 13, 2021
Proposal No. 12PHX02-04251

Mr. Paul Ekstrom
Achen-Gardner Construction
550 South 79th Street
Chandler, Arizona 85226

Subject: Proposal to Provide Materials Testing Services
Carefree Water System Improvements
Scottsdale and Carefree
Scottsdale, Arizona

Dear Mr. Ekstrom:

We are pleased to present this proposal to provide materials testing services at the subject site. In preparation of this proposal, we have reviewed the plans prepared by CVL Design dated September 17, 2021. We understand that the project will include new water line for carefree water company. Additional improvements will generally include concrete flatwork, underground utilities, and asphalt paving. This proposal was prepared without the benefit of a construction schedule and is based on our assumptions as to the needed materials testing.

SCOPE OF SERVICES

Our scope of services will include the following:

- Observation, testing, and sampling during, placement of soil, aggregate, concrete and asphalt.
- Laboratory testing of soil, aggregate, concrete and asphalt.
- Data analysis and compilation.

ESTIMATED FEE

We propose to provide our services on a time-and-materials basis in accordance with the attached Schedule of Fees. We estimate the fee for our services to be approximately \$72,000 (Seventy-Two Thousand Dollars). The individual estimation is:

- Neighborhood A estimation will be \$ 12,000 (Twelve Thousand Dollars).
- Neighborhood B estimation will be \$ 16,000 (Sixteen Thousand Dollars).

- Neighborhood C estimation will be \$ 14,000 (Fourteen Thousand Dollars).
- Neighborhood Tom Darlington estimation will be \$30,000 (Thirty Thousand Dollars).

A breakdown of our fees is presented in the attached Table 1, Table 2, Table 3 and table 4. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Ahmed M. Khattar
Project Manager



Craig Rees
Principal/Construction Services

AMK/ECR/tlp

Attachments: Table 1 – Breakdown of Estimated Fee (Neighborhood A)
Table 2 – Breakdown of Estimated Fee (Neighborhood B)
Table 3 – Breakdown of Estimated Fee (Neighborhood C)
Table 4 – Breakdown of Estimated Fee (Tom Darlington)
Schedule of Fees
Work Authorization and Agreement

Table 1 - Breakdown of Estimated Fee (Neighborhood A)

Earthwork and Concrete

Field Technician	140 hours	@	\$	50.00 /hour	\$	7,000.00
Vehicle/Equipment Usage	140 hours	@	\$	10.00 /hour	\$	1,400.00
Subtotal					\$	8,400.00

Asphalt Paving

Field Technician	16 hours	@	\$	50.00 /hour	\$	800.00
Vehicle/Equipment Usage	16 hours	@	\$	10.00 /hour	\$	160.00
Subtotal					\$	960.00

Laboratory Testing

Proctor Density	4 tests	@	\$	125.00 /test	\$	500.00
Gradation	4 tests	@	\$	110.00 /test	\$	440.00
Atterberg Limit	4 tests	@	\$	90.00 /test	\$	360.00
Asphalt Marshall Bulk Density	2 tests	@	\$	125.00 /test	\$	250.00
Maximum Theoretical Specific Gravity (Rice)	2 tests	@	\$	125.00 /test	\$	250.00
Asphalt Extraction/Gradation	2 tests	@	\$	200.00 /test	\$	400.00
Concrete Cylinders Compressive Strength	24 tests	@	\$	15.00 /test	\$	360.00
Subtotal					\$	2,560.00

Project Management and Data Processing

Project Engineer/Manager	10 hours	@	\$	96.00 /hour	\$	960.00
Data Processor	6 hours	@	\$	38.00 /hour	\$	228.00
Subtotal					\$	1,188.00

TOTAL ESTIMATED FEE

\$ 12,148.00

Table 2 - Breakdown of Estimated Fee (Neighborhood B)

Earthwork and Concrete

Field Technician	180 hours	@	\$	50.00 /hour	\$	9,000.00
Vehicle/Equipment Usage	180 hours	@	\$	10.00 /hour	\$	1,800.00
Subtotal						\$ 10,800.00

Asphalt Paving

Field Technician	32 hours	@	\$	50.00 /hour	\$	1,600.00
Vehicle/Equipment Usage	32 hours	@	\$	10.00 /hour	\$	320.00
Subtotal						\$ 1,920.00

Laboratory Testing

Proctor Density	5 tests	@	\$	125.00 /test	\$	625.00
Gradation	5 tests	@	\$	110.00 /test	\$	550.00
Atterberg Limit	5 tests	@	\$	90.00 /test	\$	450.00
Asphalt Marshall Bulk Density	4 tests	@	\$	125.00 /test	\$	500.00
Maximum Theoretical Specific Gravity (Rice)	4 tests	@	\$	125.00 /test	\$	500.00
Asphalt Extraction/Gradation	4 tests	@	\$	200.00 /test	\$	800.00
Concrete Cylinders Compressive Strength	32 tests	@	\$	15.00 /test	\$	480.00
Subtotal						\$ 3,905.00

Project Management and Data Processing

Project Engineer/Manager	15 hours	@	\$	96.00 /hour	\$	1,440.00
Data Processor	5 hours	@	\$	38.00 /hour	\$	190.00
Subtotal						\$ 1,630.00

TOTAL ESTIMATED FEE

\$ 16,335.00

Table 3 - Breakdown of Estimated Fee (Neighborhood C)

Earthwork and Concrete

Field Technician	160 hours	@	\$	50.00 /hour	\$	8,000.00
Vehicle/Equipment Usage	160 hours	@	\$	10.00 /hour	\$	1,600.00
Subtotal					\$	9,600.00

Asphalt Paving

Field Technician	32 hours	@	\$	50.00 /hour	\$	1,600.00
Vehicle/Equipment Usage	32 hours	@	\$	10.00 /hour	\$	320.00
Subtotal					\$	1,920.00

Laboratory Testing

Proctor Density	4 tests	@	\$	125.00 /test	\$	500.00
Gradation	4 tests	@	\$	110.00 /test	\$	440.00
Atterberg Limit	4 tests	@	\$	90.00 /test	\$	360.00
Asphalt Marshall Bulk Density	3 tests	@	\$	125.00 /test	\$	375.00
Maximum Theoretical Specific Gravity (Rice)	3 tests	@	\$	125.00 /test	\$	375.00
Asphalt Extraction/Gradation	3 tests	@	\$	200.00 /test	\$	600.00
Concrete Cylinders Compressive Strength	28 tests	@	\$	15.00 /test	\$	420.00
Subtotal					\$	3,070.00

Project Management and Data Processing

Project Engineer/Manager	13 hours	@	\$	96.00 /hour	\$	1,248.00
Data Processor	5 hours	@	\$	38.00 /hour	\$	190.00
Subtotal					\$	1,438.00

TOTAL ESTIMATED FEE

\$ 14,108.00

Table 4 - Breakdown of Estimated Fee (Tom Darlington)

Earthwork and Concrete

Field Technician	380 hours	@	\$	50.00 /hour	\$	19,000.00
Vehicle/Equipment Usage	380 hours	@	\$	10.00 /hour	\$	3,800.00
Subtotal					\$	22,800.00

Asphalt Paving

Field Technician	48 hours	@	\$	50.00 /hour	\$	2,400.00
Vehicle/Equipment Usage	48 hours	@	\$	10.00 /hour	\$	480.00
Subtotal					\$	2,880.00

Laboratory Testing

Proctor Density	5 tests	@	\$	125.00 /test	\$	625.00
Gradation	5 tests	@	\$	110.00 /test	\$	550.00
Atterberg Limit	5 tests	@	\$	90.00 /test	\$	450.00
Asphalt Marshall Bulk Density	6 tests	@	\$	125.00 /test	\$	750.00
Maximum Theoretical Specific Gravity (Rice)	6 tests	@	\$	125.00 /test	\$	750.00
Asphalt Extraction/Gradation	6 tests	@	\$	200.00 /test	\$	1,200.00
Concrete Cylinders Compressive Strength	20 tests	@	\$	15.00 /test	\$	300.00
Subtotal					\$	4,625.00

Project Management and Data Processing

Project Engineer/Manager	27 hours	@	\$	96.00 /hour	\$	2,592.00
Data Processor	10 hours	@	\$	38.00 /hour	\$	380.00
Subtotal					\$	2,972.00

TOTAL ESTIMATED FEE

\$ 30,397.00

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 136
Senior Engineer/Geologist/Environmental Scientist	\$ 115
Senior Project Engineer/Geologist/Environmental Scientist	\$ 102
Project Engineer/Geologist/Environmental Scientist	\$ 96
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 90
Staff Engineer/Geologist/Environmental Scientist	\$ 80
GIS Analyst	\$ 84
Technical Illustrator/CAD Operator	\$ 48

Field Staff

Certified Asbestos/Lead Technician	\$ 102
Field Operations Manager	\$ 74
Nondestructive Examination Technician (UT, MT, LP)	\$ 79
Supervisory Technician	\$ 68
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 68
Senior Technician	\$ 54
Technician	\$ 50

Administrative Staff

Geotechnical/Environmental/Laboratory Assistant	\$ 43
Information Specialist	\$ 43
Data Processor	\$ 38

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 10/hr
Expert Witness Testimony	\$ 400/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, T 89, T90	\$ 90
California Bearing Ratio (CBR), D 1883	\$ 450
Chloride and Sulfate Content, ARIZ 733, 736	\$ 100
Clay Expansion, FHA Swell	\$ 110
Consolidation, D 2435, T 216-94	\$ 250
Crumb Test Dispersion Test, D 4647	\$ 60
Direct Shear, D 3080, T236	\$ 350
Expansion Index, D 4829, UBC 18-2	\$ 120
Expansion Potential (Method A), D 4546	\$ 110
Hydraulic Conductivity, D 5084	\$ 300
Hydrometer Analysis, D 7928, T 88-93	\$ 200
Double Hydrometer Analysis, D 4221, T 88	\$ 400
Lime Determination, pH Method, D 62765	\$ 210
Standard Proctor Density, D 698	\$ 125
Standard Proctor Density Treated Soils, D 698	\$ 195
Modified Proctor Density Treated Soils, D 1557, T 180-93, T 99-94	\$ 205
Miller Box Resistivity	\$ 60
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 90
Moisture Only, D 2216, T 265	\$ 25
Moisture and Density, D 2937	\$ 35
Permeability, CH, D 2434, T 215	\$ 220
pH and Resistivity, ARIZ 236 c	\$ 100
Pinhole Dispersion Test, D 4647	\$ 245
R-value, D 2844, T 190	\$ 250
Sand Equivalent, D 2419, T 176	\$ 90
Sieve Analysis, D 422	\$ 55
Sieve Analysis, C-136 (includes 200 wash), D 422, D 1140	\$ 110
Solubility	\$ 80
Specific Gravity, D 854, T 100-93	\$ 85
Sulfate & Chloride Content	\$ 90
Swell Test, D 4546	\$ 290
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 800
Triaxial Shear, U.U., D 2850 per point	\$ 160
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 315
Triaxial Shear, C.D, D 4767, T 297 per pt	\$ 375
Unconfined Compression, D 2166, T 208	\$ 175

MASONRY

Brick Absorption, C 67	\$ 65
Brick Compression, C 67	\$ 30
Brick Moisture, C 67	\$ 30
CMU Block Compression Test, 8x8x16, C 140	\$ 75
CMU Block Moisture Content, C 140	\$ 70
Core Compression	\$ 35
Concrete Block Linear Shrinkage, C 426	\$ 150
Grout Prisms Compressive Strength, C 1019	\$ 40
Masonry Grout, 4x4x8 prism compression, UBC 21-18	\$ 22
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 22
Masonry Prism, half size, compression, UBC 21-17	\$ 120
Mortar Cubes Compressive Strength, C 109	\$ 20

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A-36, A615	\$ 125
Fireproofing Density Test, UBC 7-6	\$ 50
Hardness Test, Rockwell, A-370	\$ 40
High Strength Bolt, Nut & Washer Conformance, set, A-325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 80
Pre-Stress Strand (7 wire), A 416	\$ 150
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 85
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 100
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Concrete Core Absorption ASTM C 497 Method A	\$ 85
Concrete Core Compressive Strength, C 42, T 24-93	\$ 90
Concrete Coring Minimum Charge	\$ 300
Concrete Laboratory Mix Verification, excluding cylinders	\$ 300
Concrete Mix Design	\$ 2,000
Compression Tests, 6x12 or 4x8 Cylinder, C 39, T 22-92	\$ 20
Drying Shrinkage, C 157	\$ 300
Flexural Test, C 78	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 190
Lightweight Concrete Fill Compression, C 495	\$ 40
Measurement of Concrete Cores, ASTM C 174	\$ 20
Rapid Chloride Permeability, C 1202	\$ 425
Splitting Tensile Strength, C 496	\$ 95
Time of Setting of Cement by Vicat Needle, C 191	\$ 250

ASPHALT

Asphalt Mix Design Review	\$ 400
Asphalt Mix Design, 5 points, Tex	\$ 1,500
Asphalt Content/Gradation (Ignition Oven), T 308, D 6307	\$ 150
Bulk Density Lab Molded Samples, Tex 207F (per set)	\$ 50
Bulk Specific Gravity per specimen (non-absorptive), D 2726	\$ 25
Bulk Specific Gravity per specimen (coated), D 1188	\$ 45
Compressive Strength of Hot Mix Asphalt, T 167	\$ 275
Extraction, % Asphalt, including Gradation, D 2172, T 164-94 T 30-93, Tex 210F	\$ 225
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 200
Hveem Stability, Tex 208F (per set)	\$ 90
Marshall Mix Design, Flow and Unit Weight, (set of 3) T 245-94	\$ 75
Marshall Mix Design	\$ 3,500
Maximum Theoretical Unit Weight, D 2041, CT 309, Tex 227F	\$ 75
Molding Specimens, Tex 206F (per set)	\$ 55
Tensile Strength Ratio D 4867, T283	\$ 350
SuperPave Mix Design	\$ 4,000

AGGREGATES

Absorption, Coarse, C 127	\$ 50
Absorption, Fine, C 128	\$ 75
Alkali Reactivity, C 1260	\$ 750
Alkali-Silica Reactivity, C 1567	\$ 750
Clay Lumps and Friable Particles, C 142	\$ 95
Fractured Faces, NDOT, T 2303, ARIZ 212e	\$ 140
Los Angeles Abrasion, C 131 or C 535	\$ 180
Moisture, C 566, T 255-92	\$ 25
Mortar make properties of fine aggregate, C 87	\$ 300
Organic Impurities, C 40	\$ 50
Sand Equivalent, D 2419, T 176	\$ 85
Sieve Analysis, Coarse Aggregate, C 136	\$ 110
Sieve Analysis, Fine Aggregate (included wash), C 136	\$ 110
Sodium Sulfate Soundness (per size fraction), C 88	\$ 240
Specific Gravity, Coarse, C 127	\$ 125
Specific Gravity, Fine, C 128	\$ 125
Unit Weight C 29, T 19	\$ 50

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
3202 East Harbour Drive
Phoenix, Arizona 85034

PROPOSAL NO. **12PHX02-04251**

1. PROJECT ADDRESS: **Scottsdale and Carefree, Scottsdale, Arizona**
2. PROJECT DESCRIPTION: **Materials Testing Services**
3. SCOPE OF STUDY: **Please refer to proposal dated December 13, 2021.**
4. FEE: **\$72,000 (Seventy-Two Thousand Dollars – Time and Materials)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Achen-Gardner Construction** PHONE: **(480) 940-1300**
550 South 79th Street
Chandler, Arizona 85226
- CONTACT: **Paul Ekstrom** PHONE: **(480) 940-1300**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Achen-Gardner Construction**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **12PHX02-04251** dated **December 13, 2021**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by

CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent

Date

Craig Rees, Principal/Construction Services

Date

PM: AMK

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3878100E

Andy Mortensen

CAREFREE WATERLINE REDUCED SCOPE

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REDIMIX REDI MIX

Vendor Code						DESERETREDIM	CALPORTLANT	DIAMONDBACKM
Vendor Name						Desert Redi Mix	Cal Portland (Tucs	Diamondback Mat
Vendor Phone						4804282280	5202408106	6026967139
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price	Unit Price	Unit Price
		2CRMAG1/2SK	1/2 SACK CLSM	2,523.00	CY	94.0000	113.0000	105.0000
		2CRMAG1SK	1 SACK CLSM	42.00	CY	98.0000	116.0000	110.0000
		2CRMAGB	MAG B CONCRETE	41.80	CY	129.0000	138.0000	132.0000
		2CRMAGC	MAG C CONCRETE	77.33	CY	125.0000	135.0000	130.0000
		2CRSL1-2	SHORT LOAD CHARGE 1<2 CY	6.00	EA	0.0001	200.0000	150.0000
Quoted Amount						256,336	307,379	286,006
Plugged Amount						0	0	0
Bond						0	0	0
Mobilization						0	0	0
% Adjustment						0	0	0
\$ Adjustment						0	0	0
ENVIRO FEE			ENVIRO FEE (267 LDS)			868	5,340	5,340
FUEL			FUEL FEE (267 LDS)			0	5,340	0
ZONE			ZON/DISTNACE CHARGE (267 LDS)			0	0	80,100
Total Adjustment						868	10,680	85,440
Totals						257,204	318,059	371,446
Diff From Plug						14,564	75,418	128,805
Total Minority						0	0	0

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



DESERT READY MIX

READY MIX CONCRETE SALES AND SERVICE

4011 PRESIDIO STREET

MESA, AZ 85215

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

Begin Date: December 8, 2021

Quote #: 14655

Expiration Date: **April 30, 2023**

MAP/GRID: 66-3

Customer: **ACHEN GARDNER CONSTRUCTION, LLC**

Customer Code: ACHE001

Address:

CHANDLER, AZ 85226

Contact: ANDY MORTENSEN (ESTIMATOR)

Phone: 480-940-1300

Fax:

Project: **CAREFREE WATER CONSOLIDATION**

Job Address: CAREFREE HIGHWAY & TOM DARLINGTON DRIVE

Terms Description: **2% 10TH NET 30**

"This quote does not guarantee product or service availability"

Item Code	Item Description	Est. Qty	Price
S500501	PHCLSM.5 (1/2 SACK SLURRY COP)	2523 Yards	\$94.00
SRP104	1/2 SACK MAG CLSM (SRP MIX)	Per Yard	\$94.00
S501001	PHCLSM1 (1 SACK SLURRY)	42 Yards	\$98.00
A202001	MAG C 2000 PSI	78 Yards	\$125.00
A202501	MAG B 2500 PSI	42 Yards	\$129.00
TC	TEMPERATURE CONTROL	Per Yard	\$1.00

Additional Fees

Fee ID *	UOM	Price
E01	Per Yard	\$3.25

Minimum Load Fee

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

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

Quoted By:

BRUCE A. TABET



Price Expiration:
05/01/2022
See acceptance clause below

Customer Name ACHEN GARDNER CONSTRUCTION LLC Attention _____
 Project Name CAREFREE WATER CONSOLIDATION City CAREFREE
 Project Address TOM DARLINGTON & CAREFREE HWY C/St _____
 Office Phone _____ Fax _____ Email _____

Date 12/08/2021 Sales MARK REINER Cell # (480) 620-4673 Email mreiner@calportland.com Quote # 124683
 Customer # 1016934 Job Start 12/08/2021 Job End 05/01/2022

Volume	Product Number	Description	Unit Price	UOM	Comments
2523.00	PHCLSM	0.5 SK ABC SLURRY (PHCLSM 1/2)	\$113.00	CY	
42.00	S10157S1	1 SK ABC SLURRY (PHCLSM 1)	\$116.00	CY	
42.00	P2025C01	2000PSI #57 MAG C	\$135.00	CY	
	P2525B01	MAG B 2500PSI #57 ASH	\$138.00	CY	
2607	Total Volume		\$20.00	LOAD	Environmental Fee
			\$20.00	LOAD	Fuel Surcharge

Fly ash and lightweight mixes subject to daily availability / All aggregates meet ASTM C 33.

Comments : PRICE INCLUDES 4-1-22 INCREASE. QUOTE EXPIRES 5-1-22

Subject to availability, CalPortland warrants that the concrete as delivered to this project will meet or exceed the design strength specified on the delivery ticket when evaluated in accordance with applicable ACI and ASTM standards. CalPortland does not provide Contractor Quality Control. CalPortland guarantees ticketed mix designs of less than 5,000psi for load of three yards or more. Mix strength for loads less than three yards is not guaranteed. Ticketed mix designs of 5,000psi or greater require a four-yard minimum. Three-yard minimum for all colored concrete. Concrete is a natural product. Seller cannot be responsible for variations in color, surface discoloration, popouts or variations in the finished product caused by finishing techniques or job site conditions. Due to potential reactive aggregates in Arizona, CalPortland recommends the use of a Class F Fly Ash to mitigate Alkali Silica Reactivity (ASR). Purchaser shall assume the liability for the use of a cement-only mix.

CalPortland reserves the right to postpone or cancel any quotes, current jobs or accepted deliveries if unable to perform due to raw material shortages, allocations or government regulations. Prices subject to change due to drastic cost changes of the major components of concrete or surcharges.

Concrete is batched and delivered at current ambient temperatures. Buyer is responsible for temperature controlled concrete (Ice/Tempered Water). Prices for temperature controlled concrete are available upon request.

Contractor is responsible for providing safe access to the point of delivery. CalPortland accepts no responsibility for damages to the premises beyond the curb line.

Customer shall provide and assume responsibility for an area or container for clean out of the concrete truck chutes. Additional color added by Buyer on-site subject to wash out fees.

All products quoted per Buyers request. Additional products or services ordered are subject to applicable charges.

Standard Operating hours: Loads batched outside Standard Operating Hours subject to applicable charges.
 Summer: 3:00AM – 2:00PM
 Winter: 5:00AM – 3:00PM
 Saturday: 5:00AM – 12:00PM

Standing Time: \$2.00 per minute beyond 5 minutes per CY.

Minimum Load Charges: One Minimum Load Charge waived on orders of 1 full load or more.
 Under 6 CY = \$200.00

Excessive Trucking Fee: Split Loads or multiple Order Backs subject to Excessive Trucking Fees.

Fuel Surcharge: Variable Fuel Surcharge based on U.S. Energy Information Administration On-Highway Diesel Fuel Price Index and is adjusted weekly.
<https://www.eia.gov/petroleum/gasdiesel/>

Terms: All pricing is net 30 days with a valid credit application on file. All applicable sales taxes will be added to price.

Financing: All invoices are due and payable within 30 days of the original billing date. A Finance Charge of 1.5% per month on a prorated portion thereof (12% Annual Percentage Rate) will be charged upon all balances not paid within 30 days or first appearance on a Statement.
 We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge debit cards.

General Terms & Conditions of Sale: CalPortland Co. Terms and Conditions are applicable and included as page two of this quote. If you did not receive a copy, please contact CalPortland Sales Department at (602) 817-6950.

Acceptance: For this job quotation to be effective, written acceptance must be received no later than 30 days after quote date.

Buyer Acceptance: _____
 Name / Title: _____
 Date: _____

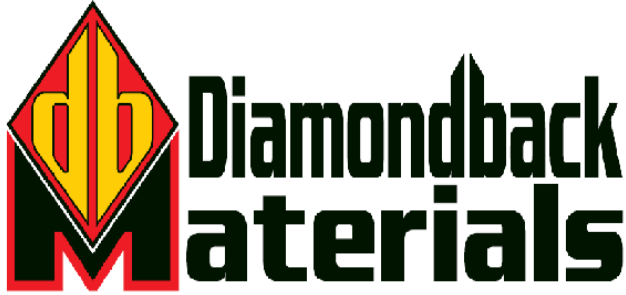


Ready Mix Terms and Conditions

Customer #	1016934	Customer Name	ACHEN GARDNER CONSTRUCTION LLC
Quote #	124683	Project Title	CAREFREE WATER CONSOLIDATION

Tempered Water:	Heated Water \$2.00 per cubic yard.
Ice:	\$0.50 per pound (Requires 3 – 5 business days notice).
Non-Chloride Accelerator:	\$0.09 per ounce.
Recover Set Delay Admixture:	\$0.20 per ounce.
Micro Fiber:	\$6.50 per pound.
Macro Fiber:	(Structural) Priced individually
	Please see manufacturer recommendation / specifications for suggested dosage rate.
Standard Liquid Color:	See mix detail for per yard pricing. Actual color of concrete may vary due to differences in cement, aggregates, job site conditions and finishing methods. Three-yard minimum load required.
Color Washouts:	\$25.00 per load
Standby Charges:	\$2.00 per minute beyond 5 minutes per cubic yard.
Minimum Load:	Under 6 CY = \$200.00
Excessive Trucking:	One Excessive Trucking Fee of \$200 will be assessed for each additional load required due to load sizes or multiple Order Backs.
Saturday Service:	\$5.00 per cubic yard Saturday operating hours 5:00am – 12:00pm Loads delivered outside of operating hours subject to additional charges
Split Load Charges:	\$250.00 per load.
Cancellation Charges:	\$10.00 per cubic yard - All orders greater than 80 cubic yards cancelled within 24 hours of scheduled delivery \$10.00 per cubic yard (with a minimum of \$250.00) - All orders with scheduled delivery between the hours of 6:00pm – 4:00am cancelled within 24 hours of scheduled delivery

Special Provisions:



Locally Owned & Operated

Open 6 Days a Week

11435 W. Buckeye Rd, #104-276
 Avondale, Az 85323
 Office - 623-925-8966
 Dispatch - 623-925-4743

MATERIALS QUOTE

Quote Number: 17-1209C Expected Start Date: _____

Bid Date: _____ Effective Date: 12/10/21 Expiration Date: 9/30/22

Customer: Achen Gardner Construction LLC Customer Job #: _____

Customer Address: 550 South 79th Street, Chandler AZ 85226

Phone work/cell: Erik 602-694-1454 Fax: _____ email: esimms@achen.com

Job Name: Carefree Water Consolidation Project No: _____

Job Address: Carefree Hwy and Tom Darlington

Cross Streets: _____ Special Instructions: _____

Map Page/Grid: _____ Should Diamondback Materials charge you sales tax on this project? Sales Tax---> YES ? NO ?

Plant: 17 & 18 Round Trip Miles: 80 COD: YES NO

Quantity	Product Description	Fly Ash Code	No Ash Code	Delivered
2523	1/2 Sack ABC Slurry		12011	\$ 105.00
42	1 Sack ABC Slurry		12012	\$ 110.00
42	MAG B 2500 PSI	12504	12505	\$ 132.00
77	MAG C 2000 PSI	12004	12005	\$ 130.00
	Zone Charge	per	load	\$ 300.00
	2% Discount if Paid by 15th of Following Month			
Short Loads:	1 - 2 1/2 Yards			\$ 200.00
	3 - 4 1/2 Yards			\$ 150.00
	5 - 5/12 Yards			\$ 100.00
	Saturday Charge Per Yard			\$ 5.00
	HOT or CHILLED Water			\$ 2.00
	Environmental Impact and Energy Fee per load			\$ 20.00

Notes: Concrete Pricing subject to change in the event of cement / flyash allocation and/or unanticipated cement / flyash price increases. Quote is good for 30 days unless validated with signature or P.O. Prices are based on full loads. Anything under 6 yards is subject to a short load charge. Quote is based on 6 minutes per yard allowable unloading time, additional time may be charged at \$90.00 per hour.

All standard terms and conditions of sale apply, unless excluded above.

Jim Latto 602-696-4139

jim@azdbm.com

12/10/21

Quoted By: _____

Date: _____

Accepted By: _____

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3878100E

Andy Mortensen

CAREFREE WATERLINE REDUCED SCOPE

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SAWCUT SAWCUT

Vendor Code						MODERNCONCRE
Vendor Name						Modern Concrete
Vendor Phone						6023693613
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price
		4SAWAC5	SAWCUT AC 5"	46,544.47	LF	0.7500
		4SAWCG	SAWCUT CURB & GUTTER	22.00	EA	15.0000
		4SAWSW	SAWCUT SIDEWALK	2.00	EA	2.0000
Quoted Amount						35,242
Plugged Amount						0
Bond						0
Mobilization						0
% Adjustment						0
\$ Adjustment						0
Total Adjustment						0
Totals						35,242
Diff From Plug						-11,652
Total Minority						0

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

Project #	Project Name	Owner			Bid Date
		Town of Carefree			12/10/2021

SAWCUT

Client #	Description	Quantity	Units	Unit Price	Extended Price
	SAWCUT AC 5"	46544	LF	\$ 0.75	\$ 34,908.00
	SAWCUT CURB & GUTTER	22	EA	\$ 15.00	\$ 330.00
	SAWCUT SIDEWALK 4"	2	EA	\$ 2.00	\$ 4.00

Modern Concrete Cutting
David Snodgrass
modernconcretecutting@gmail.com

Quote Analysis Report

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3878100E

Andy Mortensen

CAREFREE WATERLINE REDUCED SCOPE

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SURVEY SURVEY

Vendor Code						EPSGROUP
Vendor Name						EPS Group
Vendor Phone						4802984900
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price
5000	3021490A	4AB	NEIGHBORHOOD A - CONSTRUC	3,423.00	LF	0.4236
5000	3021490A	4LAYOUT	NEIGHBORHOOD A - CONSTRUC	3,423.00	LF	1.2635
5000	3021490B	4AB	NEIGHBORHOOD B - CONSTRUC	5,808.00	LF	0.2497
5000	3021490B	4LAYOUT	NEIGHBORHOOD B - CONSTRUC	5,808.00	LF	0.8196
5000	3021490C	4AB	NEIGHBORHOOD C - CONSTRUC	5,242.00	LF	0.3043
5000	3021490C	4LAYOUT	NEIGHBORHOOD C - CONSTRUC	5,242.00	LF	0.9910
5000	3021490D	4AB	TOM DARLIGNTON/CAREFREE -	10,264.00	LF	0.1271
5000	3021490D	4LAYOUT	TOM DARLIGNTON/CAREFREE -	10,264.00	LF	0.3649
Quoted Amount						23,825
Plugged Amount						0
Bond						0
Mobilization						0
% Adjustment						2,383
\$ Adjustment						0
Total Adjustment						2,383
Totals						26,208
Diff From Plug						26,208
Total Minority						0

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

December 13, 2021

Paul Ekstrom
Achen – Gardner Construction

Re: Carefree Water System Improvements

EPS Group, Inc. is pleased to submit this proposal for the above referenced project. Our total fee as shown in the scope below is **\$23,825.00**.

- Tom Darlington to Carefree Hwy - **\$5,050.00**
- Neighborhood A - **\$5,775.00**
- Neighborhood B - **\$6,210.00**
- Neighborhood C - **\$6,790.00**

The scope breakdown is included in the attached pages. 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 dave.hargrove@epsgroupinc.com.

Sincerely,



David Hargrove
Survey Project Manager/CST III
EPS Group, Inc

CONSTRUCTION STAKING SCOPE & FEE SCHEDULE FOR:

Carefree Water System Improvements – Tom Darlington to Carefree Hwy

1	Calibration and Control <ul style="list-style-type: none"> Calibrate site horizontally and vertically and produce horizontal control sheet for staking project. Establish additional onsite control for use during project. 	\$1,015
2	QA/QC <ul style="list-style-type: none"> Provide point sheets, plans and calculations necessary for field crew to perform layout and as-builts. Check field data to ensure quality of work. 	\$700
3	Water <ul style="list-style-type: none"> Stake alignment with a single offset at 50' intervals, valves, bends, crossings and meters for water main and grade to invert. Stake centerline of fire hydrants with a double offset and grade to top of curb or sidewalk. 	\$2,030
4	As-Builts <ul style="list-style-type: none"> Provide civil as-built data per Town of Carefree requirements onto approved construction plans only. As-builts must be scheduled and obtained prior to backfill or the waterline will have to be potholed at the contractor's expense. Landscape and Irrigation plan as-builts are not included. EPS will provide as-built drawings by digital copy only. 	\$1,305
TOTAL FEE, ABOVE SERVICES*		\$5,050.00

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

*Above total includes 5 trips to site. Any additional trips are subject to a mobilization charge of \$250 per trip.

CONSTRUCTION STAKING SCOPE & FEE SCHEDULE FOR:

Carefree Water System Improvements Neighborhood A

1	Calibration and Control <ul style="list-style-type: none"> Calibrate site horizontally and vertically and produce horizontal control sheet for staking project. Establish additional onsite control for use during project. 	\$1,015
2	QA/QC <ul style="list-style-type: none"> Provide point sheets, plans and calculations necessary for field crew to perform layout and as-builts. Check field data to ensure quality of work. 	\$700
3	Water <ul style="list-style-type: none"> Stake alignment with a single offset at 50' intervals, valves, bends, crossings and meters for water main and grade to invert. Stake centerline of fire hydrants with a double offset and grade to top of curb or sidewalk. 	\$2,610
4	As-Builts <ul style="list-style-type: none"> Provide civil as-built data per Town of Carefree requirements onto approved construction plans only. As-builts must be scheduled and obtained prior to backfill or the waterline will have to be potholed at the contractor's expense. Landscape and Irrigation plan as-builts are not included. EPS will provide as-built drawings by digital copy only. 	\$1,450
TOTAL FEE, ABOVE SERVICES*		\$5,775.00

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

*Above total includes 6 trips to site. Any additional trips are subject to a mobilization charge of \$250 per trip.

CONSTRUCTION STAKING SCOPE & FEE SCHEDULE FOR:

Carefree Water System Improvements Neighborhood B

1	Calibration and Control <ul style="list-style-type: none"> Calibrate site horizontally and vertically and produce horizontal control sheet for staking project. Establish additional onsite control for use during project. 	\$1,015
2	QA/QC <ul style="list-style-type: none"> Provide point sheets, plans and calculations necessary for field crew to perform layout and as-builts. Check field data to ensure quality of work. 	\$700
3	Water <ul style="list-style-type: none"> Stake alignment with a single offset at 50' intervals, valves, bends, crossings and meters for water main and grade to invert. Stake centerline of fire hydrants with a double offset and grade to top of curb or sidewalk. 	\$3,045
4	As-Builts <ul style="list-style-type: none"> Provide civil as-built data per Town of Carefree requirements onto approved construction plans only. As-builts must be scheduled and obtained prior to backfill or the waterline will have to be potholed at the contractor's expense. Landscape and Irrigation plan as-builts are not included. EPS will provide as-built drawings by digital copy only. 	\$1,450
TOTAL FEE, ABOVE SERVICES*		\$6,210.00

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

*Above total includes 6 trips to site. Any additional trips are subject to a mobilization charge of \$250 per trip.

CONSTRUCTION STAKING SCOPE & FEE SCHEDULE FOR:

Carefree Water System Improvements Neighborhood C

1	Calibration and Control <ul style="list-style-type: none"> Calibrate site horizontally and vertically and produce horizontal control sheet for staking project. Establish additional onsite control for use during project. 	\$1,015
2	QA/QC <ul style="list-style-type: none"> Provide point sheets, plans and calculations necessary for field crew to perform layout and as-builts. Check field data to ensure quality of work. 	\$700
3	Water <ul style="list-style-type: none"> Stake alignment with a single offset at 50' intervals, valves, bends, crossings and meters for water main and grade to invert. Stake centerline of fire hydrants with a double offset and grade to top of curb or sidewalk. 	\$3,480
4	As-Builts <ul style="list-style-type: none"> Provide civil as-built data per Town of Carefree requirements onto approved construction plans only. As-builts must be scheduled and obtained prior to backfill or the waterline will have to be potholed at the contractor's expense. Landscape and Irrigation plan as-builts are not included. EPS will provide as-built drawings by digital copy only. 	\$1,595
TOTAL FEE, ABOVE SERVICES*		\$6,790.00

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

*Above total includes 6 trips to site. Any additional trips are subject to a mobilization charge of \$250 per trip.

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 during the course of construction, but not listed in the 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 in their original and undisturbed state. The survey director/field supervisor must be notified immediately if any inaccuracy of construction is suspected.
3. A minimum 48-hour working day notice will be required for scheduling work.
4. Contract staking, additional staking and re-staking services shall be performed on an "upon request" basis, and must be approved by the General Contractor or Owner prior to their request.
5. All staking shall be performed one time only under the Fee Schedule, unless otherwise noted.
6. The Surveyor shall coordinate directly with the General Contractor to determine offset distances and lath markings, or if unavailable, the surveyor will use industry standards. The Surveyor shall provide cut sheets to the General Contractor upon request.
7. The General Contractor is responsible for scheduling as-builts with a 48-hour working day notice. Utility as-builts must be obtained prior to backfill or they may have to be exposed or potholed at a later date.
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 services only. The horizontal control portion of the services does not include setting property corners unless EPS is the original Surveyor of Record for the property, prior to the construction phase.
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 with no exceptions.
13. Any and all ALTA Surveys, Topo Maps, Legal Descriptions, Record of Surveys, setting of property pins is excluded in its entirety.

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3878100E

Andy Mortensen

CAREFREE WATERLINE REDUCED SCOPE

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SWPPP

SWPPP

Vendor Code						OFFSITESWEEP
Vendor Name						Off Site Sweeping
Vendor Phone						4802726393
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price
5010	A3021500	4SWPPP	SUB SWPPP	1.00	LS	14,820.0000
5010	B3021500	4SWPPP	SUB SWPPP	1.00	LS	14,820.0000
5010	C3021500	4SWPPP	SUB SWPPP	1.00	LS	14,820.0000
5010	D3021500	4SWPPP	SUB SWPPP	1.00	LS	15,220.0000
Quoted Amount						59,680
Plugged Amount						0
Bond						0
Mobilization						0
% Adjustment						0
\$ Adjustment						0
Total Adjustment						0
Totals						59,680
Diff From Plug						0
Total Minority						0

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



PROJECT QUOTE

2113 East Jackson Street, Phoenix, AZ 85034

480-272-6393 | bids@offsitesweeping.com

CUSTOMER	Item	Description	#	Units	Price Per Unit	Amount
Achen Gardner	Design	ADEQ Stormwater Pollution Prevention Plan Book/Binder + Plan	1	Per Site	\$1,000.00	\$1,000.00
PROJECT	Inspection	Rain Event Inspection	1	Per Visit	\$200.00	\$200.00
Neighborhood A	Installation	47"x3.5" SWPPP Sign (required for sites 1 acre and up)	1	EA	\$100.00	\$100.00
DATE	Installation	Stabilized Construction Entrance (30'x50'x6" w/ 1"-3" rock with fabric base)	1	EA	\$2,500.00	\$2,500.00
12/13/21	Installation	Man-made Concrete Washout Area (straw bales and plastic lining)	1	EA	\$1,000.00	\$1,000.00
PREPARED BY:	Removal	Removal of Concrete	1	Per Load	\$750.00	\$750.00
Ayreson Burks	Mobilization	SWPPP Mobilization for initial install	1	Per Visit	\$500.00	\$500.00
ACCEPT BY DATE:	Maintenance	SWPPP Mobilization for addtl requested installation or maint. work	1	Per Visit	\$200.00	\$200.00
3/13/22	Inspection	Inspections (per AZG2020-001 CGP) (24 per year @ 14 day interval)	4	Per Visit	\$200.00	\$800.00
	Installation	Curb Inlet Protection (6' long per unit)	10	EA	\$130.00	\$1,300.00
	Installation	Catch Basin/Bubbler/Drywell Protection	10	EA	\$130.00	\$1,300.00
	Installation	Sand Bags	55	EA	\$4.00	\$220.00
	Installation	9" Sediment Wattle (w/ wood stakes)	1500	LF	\$3.30	\$4,950.00
	Signage	96"x48" Dust Control Project Sign (required for sites 5 acres and up)	0	EA	\$600.00	\$0.00
	Installation	Wire Mesh Silt Fence (36" fabric, 24" wire w/ steel stakes)	0	LF	\$4.00	\$0.00
	Installation	Concrete Washout Bins	0	Month	\$450.00	\$0.00
	Removal	Disposal of Concrete From Washout Bin	0	Per Load	\$450.00	\$0.00
	Sweeper	Street Sweeping 4 Hr. Min. (No travel or trip charges)	0	Per Hour	\$120.00	\$0.00
	Water Truck	Dust Control 6 Hr. Min.	0	Per Hour	\$100.00	\$0.00

THIS QUOTE INCLUDES THE FOLLOWING CONDITIONS:	TOTAL PRICE EXCLUDES TAXES
	\$14,820.00

1. Allow up to 3 weeks for the development of the Stormwater Pollution Prevention Plan Book.
2. All units will be done on the field unit measurement. This is not a lump sum quote.
3. Zero quantity line items in this quote are unit prices for items that are commonly needed on a project by project basis. Please use these unit prices for those items when deemed necessary.
4. If quantities change by more than 20%, Offsite reserves the right to re-price the project.
5. Offsite must have a completed contract on file before scheduling any work. Most require a minimum one-week lead time.
6. Quote is for original SWPPP install and does not include replacement of damaged or worn Control Measures.
 - a. If replacement of damaged or worn Control Measures are needed, use the unit prices within this quote to calculate cost.
7. Number of inspections performed may vary from quoted amount.
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8. If the quotation is not accepted within 90 days of quotation date, Offsite reserves the right to modify prices, terms or quantities. Payment due within 30 days after each scope completion.
9. On site delays will be billed to the contractor for the crew's rate plus 10%.
10. Quote excludes taxes, surveying, staking, permits, and SWPPP plan changes/amendments.
11. Inspection recommendations for corrections will be decided by the owner.
12. We acknowledge all addendums associated with this project.



PROJECT QUOTE

2113 East Jackson Street, Phoenix, AZ 85034

480-272-6393 | bids@offsitesweeping.com

CUSTOMER	Item	Description	#	Units	Price Per Unit	Amount
Achen Gardner	Design	ADEQ Stormwater Pollution Prevention Plan Book/Binder + Plan	1	Per Site	\$1,000.00	\$1,000.00
PROJECT	Inspection	Rain Event Inspection	1	Per Visit	\$200.00	\$200.00
Neighborhood B	Installation	47"x3.5" SWPPP Sign (required for sites 1 acre and up)	1	EA	\$100.00	\$100.00
DATE	Installation	Stabilized Construction Entrance (30'x50'x6" w/ 1"-3" rock with fabric base)	1	EA	\$2,500.00	\$2,500.00
12/13/21	Installation	Man-made Concrete Washout Area (straw bales and plastic lining)	1	EA	\$1,000.00	\$1,000.00
PREPARED BY:	Removal	Removal of Concrete	1	Per Load	\$750.00	\$750.00
Ayreson Burks	Mobilization	SWPPP Mobilization for initial install	1	Per Visit	\$500.00	\$500.00
ACCEPT BY DATE:	Maintenance	SWPPP Mobilization for addtl requested installation or maint. work	1	Per Visit	\$200.00	\$200.00
3/13/22	Inspection	Inspections (per AZG2020-001 CGP) (24 per year @ 14 day interval)	4	Per Visit	\$200.00	\$800.00
	Installation	Curb Inlet Protection (6' long per unit)	10	EA	\$130.00	\$1,300.00
	Installation	Catch Basin/Bubbler/Drywell Protection	10	EA	\$130.00	\$1,300.00
	Installation	Sand Bags	55	EA	\$4.00	\$220.00
	Installation	9" Sediment Wattle (w/ wood stakes)	1500	LF	\$3.30	\$4,950.00
	Signage	96"x48" Dust Control Project Sign (required for sites 5 acres and up)	0	EA	\$600.00	\$0.00
	Installation	Wire Mesh Silt Fence (36" fabric, 24" wire w/ steel stakes)	0	LF	\$4.00	\$0.00
	Installation	Concrete Washout Bins	0	Month	\$450.00	\$0.00
	Removal	Disposal of Concrete From Washout Bin	0	Per Load	\$450.00	\$0.00
	Sweeper	Street Sweeping 4 Hr. Min. (No travel or trip charges)	0	Per Hour	\$120.00	\$0.00
	Water Truck	Dust Control 6 Hr. Min.	0	Per Hour	\$100.00	\$0.00

THIS QUOTE INCLUDES THE FOLLOWING CONDITIONS:	TOTAL PRICE EXCLUDES TAXES
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CUSTOMER	Item	Description	#	Units	Price Per Unit	Amount
Achen Gardner	Design	ADEQ Stormwater Pollution Prevention Plan Book/Binder + Plan	1	Per Site	\$1,000.00	\$1,000.00
PROJECT	Inspection	Rain Event Inspection	1	Per Visit	\$200.00	\$200.00
Neighborhood C	Installation	47"x3.5" SWPPP Sign (required for sites 1 acre and up)	1	EA	\$100.00	\$100.00
DATE	Installation	Stabilized Construction Entrance (30'x50'x6" w/ 1"-3" rock with fabric base)	1	EA	\$2,500.00	\$2,500.00
12/13/21	Installation	Man-made Concrete Washout Area (straw bales and plastic lining)	1	EA	\$1,000.00	\$1,000.00
PREPARED BY:	Removal	Removal of Concrete	1	Per Load	\$750.00	\$750.00
Ayreson Burks	Mobilization	SWPPP Mobilization for initial install	1	Per Visit	\$500.00	\$500.00
ACCEPT BY DATE:	Maintenance	SWPPP Mobilization for addtl requested installation or maint. work	1	Per Visit	\$200.00	\$200.00
3/13/22	Inspection	Inspections (per AZG2020-001 CGP) (24 per year @ 14 day interval)	4	Per Visit	\$200.00	\$800.00
	Installation	Curb Inlet Protection (6' long per unit)	10	EA	\$130.00	\$1,300.00
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	Installation	Sand Bags	55	EA	\$4.00	\$220.00
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	Signage	96"x48" Dust Control Project Sign (required for sites 5 acres and up)	0	EA	\$600.00	\$0.00
	Installation	Wire Mesh Silt Fence (36" fabric, 24" wire w/ steel stakes)	0	LF	\$4.00	\$0.00
	Installation	Concrete Washout Bins	0	Month	\$450.00	\$0.00
	Removal	Disposal of Concrete From Washout Bin	0	Per Load	\$450.00	\$0.00
	Sweeper	Street Sweeping 4 Hr. Min. (No travel or trip charges)	0	Per Hour	\$120.00	\$0.00
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PROJECT QUOTE

2113 East Jackson Street, Phoenix, AZ 85034

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CUSTOMER	Item	Description	#	Units	Price Per Unit	Amount
Achen Gardner	Design	ADEQ Stormwater Pollution Prevention Plan Book/Binder + Plan	1	Per Site	\$1,000.00	\$1,000.00
PROJECT	Inspection	Rain Event Inspection	1	Per Visit	\$200.00	\$200.00
Tom D./ Carefree	Installation	47"x3.5" SWPPP Sign (required for sites 1 acre and up)	1	EA	\$100.00	\$100.00
DATE	Installation	Stabilized Construction Entrance (30'x50'x6" w/ 1"-3" rock with fabric base)	1	EA	\$2,500.00	\$2,500.00
12/13/21	Installation	Man-made Concrete Washout Area (straw bales and plastic lining)	1	EA	\$1,000.00	\$1,000.00
PREPARED BY:	Removal	Removal of Concrete	1	Per Load	\$750.00	\$750.00
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ACCEPT BY DATE:	Maintenance	SWPPP Mobilization for addtl requested installation or maint. work	1	Per Visit	\$200.00	\$200.00
3/13/22	Inspection	Inspections (per AZG2020-001 CGP) (24 per year @ 14 day interval)	6	Per Visit	\$200.00	\$1,200.00
	Installation	Curb Inlet Protection (6' long per unit)	10	EA	\$130.00	\$1,300.00
	Installation	Catch Basin/Bubbler/Drywell Protection	10	EA	\$130.00	\$1,300.00
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	Installation	Wire Mesh Silt Fence (36" fabric, 24" wire w/ steel stakes)	0	LF	\$4.00	\$0.00
	Installation	Concrete Washout Bins	0	Month	\$450.00	\$0.00
	Removal	Disposal of Concrete From Washout Bin	0	Per Load	\$450.00	\$0.00
	Sweeper	Street Sweeping 4 Hr. Min. (No travel or trip charges)	0	Per Hour	\$120.00	\$0.00
	Water Truck	Dust Control 6 Hr. Min.	0	Per Hour	\$100.00	\$0.00

THIS QUOTE INCLUDES THE FOLLOWING CONDITIONS:	TOTAL PRICE EXCLUDES TAXES
	\$15,220.00

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12. We acknowledge all addendums associated with this project.

Quote Analysis Report

Achen-Gardner Construction, LLC 5
3878100E

Andy Mortensen

CAREFREE WATERLINE REDUCED SCOPE

Page 1 of 1

12/14/21 11:46 AM

TRAFFIC TRAFFIC CONTROL

Vendor Code						TRAFFICADETR
Vendor Name						Trafficade Traffic
Vendor Phone						6024310911
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price
5080	5080A	4TCA	NEIGHBORHOOD A	3,423.00	LF	3.1800
5080	5080B	4TCB	NEIGHBORHOOD B	5,808.00	LF	3.1800
5080	5080C	4TCC	NEIGHBORHOOD C	5,242.00	LF	3.1800
5080	5080CARE	4TCCARE	TC ON CAREFREE	6,158.00	LF	4.3100
5080	5080D	4TCTD	TC ON TOM DARLINGTON	4,106.00	LF	5.7000
Quoted Amount						95,969
Plugged Amount						0
Bond						0
Mobilization						0
% Adjustment						0
\$ Adjustment						0
Total Adjustment						0
Totals						95,969
Diff From Plug						0
Total Minority						0

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



WE PROVIDE:

BARRICADES

TRAFFIC CONTROL

TRAFFIC PLANS

PLATES & SHORING

PAVEMENT MILLING

SAWING & CORING

BARRIER WALL

SAFETY SUPPLIES

CUSTOM SIGNS

SIGN INSTALLATIONS

ASPHALT PAVING

Locations:

Phoenix

2533 W. Holly St.
Phoenix, AZ 85009

Chandler

17046 S. Weber Dr.
Chandler, AZ 85226

Tucson

2802 N. Flowing Wells
Tucson, AZ 85705

Prescott

11580 E. Santa Fe Loop
Dewey, AZ 86327

Flagstaff

5301 E. Commerce Ave.
Flagstaff, AZ 86004

Yuma

3178 33rd Place, Ste. A
Yuma, AZ 86365

Holbrook:

405 W. Vista Dr.
Holbrook, AZ 86025

Kingman:

2700 Airway Ave.

Achen Gardner Construction.

Atte: Paul Ekstrom (602) 918-4931

Tom Darlington To Carefree Hwy 12” Water Main

And 6” Scottsdale Interconnect Project.

Bid Date: 12-13-2021

401D

TRAFFIC CONTROL DAILY ESTIMATE

TOM DARLINGTON- ONE DIRECTION SINGLE LANE CLOSURE.

MAINTAIN 1 THRU LANE USING THE CURB LANE OR HIGH SPEED LN-

WORK AREA: 200 FT. DAY TIME SET UP.

- Estimated cost for equipment rental daily is \$40.00*.
- Estimated labor cost for set up, take down, reset OR pick up is \$150.00* per occurrence.

TOM DARLINGTON- TWO DIRECTION SINGLE LANE CLOSURE.

MAINTAIN 1 THRU LANE USING THE CURB LANE OR HIGH SPEED LN IN

BOTH DIRECTIONS- WORK AREA: 200 FT. DAY TIME SET UP.

- Estimated cost for equipment rental daily is \$65.00*.
- Estimated labor cost for set up, take down, reset OR pick up is \$300.00* per occurrence.

TOM DARLINGTON- ONE DIRECTION SINGLE LANE CLOSURE.

MAINTAIN 1 THRU LANE USING THE CURB LANE OR HIGH SPEED LN-

WORK AREA: 1000 FT. DAY TIME SET UP.

- Estimated cost for equipment rental daily is \$50.00*.
- Estimated labor cost for set up, take down, reset OR pick up is \$175.00* per occurrence.

CAREFREE HWY – WEST BOUND FULL CHANNEL. MAINTAIN 1 THRU

LANE IN EACH DIRECTION ON THE S/S OF THE MEDIAN @ TOM

DARLINTON. WORK AREA: 800 FT. DAY TIME SET UP.

- Estimated cost for equipment rental daily is \$50.00*.
- Estimated labor cost for set up, take down, reset OR pick up is \$175.00* per occurrence.

CAREFREE HWY 2-WAY FLAGMAN STATION USING AFAD UNITS- WORK

AREA: 500 FT. DAY TIME SET UP.

- Estimated cost for equipment rental daily is \$45.00*.
- Estimated labor cost for set up, take down, reset OR pick up is \$150.00* per occurrence.
- The above estimated labor cost does not included labor for stand-by, flaggers or AFAD units. 2 Flaggerade AFADs are \$104.00* per hour.

TYPICAL LOCAL MINOR STREET HARD CLOSURE- WORK AREA: 100 FT.

DAY TIME SET UP.

- Estimated cost for equipment rental daily is \$40.00*.
- Estimated labor cost for set up, take down, reset OR pick up is \$125.00* per occurrence.

MESSAGE BOARD RENTAL (AS NEEDED).

- 1 – VMS Boards with protection equipment is \$40.00* per day.
- Estimated cost for delivery OR pick up of each unit is \$125.00* per occurrence.

EXCLUSIONS:

Message Boards, Temporary No Parking Signs, Municipal Plan Review Fees, Permit Fees, Shadow Truck, Project Specialty Signs, Concrete or Water Filled Barrier Wall, Flagger, Police Officers, Standby Time and ADA Compliance.

TERMS / CONDITIONS:

1. Invoices will be based off the actual ticketed equipment and / or labor delivered to the job.
2. Sales tax is not included and will be added to all billings. Tax rate subject to change if the prevailing rate changes.
3. This quote is valid for 60 days. If work starts after 60 days, then Trafficade reserves the right to nullify this quote and re-quote at its own discretion.
4. 0% Retention

**Trafficade Estimator:
Abel Duenez 602-431-0911
Abel@trafficade.com**

Kingman, AZ 86409
(833) 231-0911

ATTACHMENT E – PROJECT SCHEDULE

GMP PROPOSAL (12/14/2021)

**Town of Carefree, Arizona Utilities Community Facilities District
Carefree Water Consolidation Project
TOC Project Number: 2021-W01/ AGC Project Number: 3878103**

GMP #2 Project Schedule to be developed in conjunction with issuance
of Notice to Proceed

Town Carefree - Carefree Water Consolidation Project TOC PROJECT 2021-W01 AGC PROJECT 3878103					
Bid Item No.	Description	Quantity	Unit	Unit Price	Total
RECOMMENDED UCFD CONTINGENCY - TOM DARLINGTON, NEIGHBORHOOD A, NEIGHBORHOOD B, AND NEIGHBORHOOD C					
	UNFORESEEN CONDITIONS	1.00	LS	\$ 933,851.57	\$ 933,851.57
	PAVEMENT MARKINGS	1.00	LS	\$ 25,000.00	\$ 25,000.00
	OFF-DUTY OFFICERS	1.00	LS	\$ 26,520.00	\$ 26,520.00
	HARD DIG ROCK	1.00	LS	\$ 318,313.71	\$ 318,313.71
	ADDITIONAL COST TO INCREASE FROM 24" TO 42" CASING	1.00	LS	\$ 150,000.00	\$ 150,000.00
	POTENTIAL MATERIAL ESCALATIONS	1.00	LS	\$ 105,000.00	\$ 105,000.00
					\$ -
					\$ -
SUBTOTAL FOR CMAR CONTINGENCY DIRECT COST					\$ 1,558,685.28
RUNNING TOTAL NO. 1 DIRECT COST					\$ 1,558,685.28
5100	CONTRACTOR FEE FOR OVERHEAD & PROFIT	12.50%			\$ 194,835.66
SUBTOTAL CONTRACTOR FEE					\$ 194,835.66
RUNNING TOTAL NO. 2 DIRECT COST AND CONTRACTOR FEE					\$ 1,753,520.94
5200	INSURANCE	1.75%			\$ 30,686.62
5300	BONDS	0.70%			\$ 12,489.45
SUBTOTAL INSURANCE AND BOND					\$ 43,176.07
RUNNING TOTAL NO.3 DIRECT COST, CONTRACTOR FEE, INSURANCE AND BOND					\$ 1,796,697.01
5400	SALES TAX 65% of 10.3%	6.695%			\$ 120,288.86
5401	SALES TAX CREDIT FOR WATERLINE MATERIAL PURCHASE				\$ -
SUBTOTAL SALES TAX					\$ 120,288.86
RUNNING TOTAL NO.4 DIRECT COST, CONTRACTOR FEE, INSURANCE, BOND AND SALES TAX					\$ 1,916,985.87
TOTAL RECOMMENDED UCFD CONTINGENCY - - TOM DARLINGTON, NEIGHBORHOOD A, NEIGHBORHOOD B, AND NEIGHBORHOOD C					\$ 1,916,985.87

EXHIBIT D
STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Carefree, Arizona Utilities Community Facilities District, County of Maricopa, State of Arizona in the amount of _____ Dollars (\$ _____), for the payment whereof, the said 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 contract with the Town of Carefree, AZ Utilities Community Facilities District, dated the 21st day of December, 2021, for Contract No. C2021-07, Guaranteed Maximum Price (GMP) #2 – Pipeline Construction which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein. This GMP contract represents a portion of the work Project No. 2021-W01, Carefree Water Consolidation Project–Pipeline Construction.

NOW THEREFORE, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and Contracts of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and Contracts of all duly authorized modifications of the contract 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 6, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of Title 34, Chapter 6, Arizona Revised Statutes, to the extent as if it were copied at length in this Contract. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court. The performance under this bond is limited to the construction to be performed under the contract and does not include any design services, Preconstruction services, financial services, maintenance services, operations services or any other related services included in the contract.

WITNESS our hands the _____ day of _____, 2021.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

**EXHIBIT E
STATUTORY PAYMENT BOND**

PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Carefree, Arizona Utilities Community Facilities District, County of Maricopa, State of Arizona, in the amount of _____ Dollars (\$_____), for the payment whereof, the said 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 contract with the Town of Carefree, Arizona Utilities Community Facilities District dated the 21st day of December, 2021, for Contract No. C2021-07, Project No. 2021-W01, Carefree Water Consolidation Project-Pipeline Construction which contract 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 monies 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 the contract, 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 6, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Arizona Revised Statutes, to the same extent as if they were copied at length in this Contract.

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

WITNESS our hands the _____ day of _____, 2021.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

CONTRACT NUMBER: C2021-07

PROJECT NUMBER: 2021-W01

PROJECT NAME: Carefree Water Consolidation Project – GMP #2 – Pipeline Construction

To: The Town of Carefree, Arizona Utilities Community Facilities District

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 total consideration of \$_____, including the final pay estimate of \$_____, as full and complete payment under the terms of the contract, 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 defend, indemnify and hold harmless the Town of Carefree, Arizona Utilities Community Facilities District (District) against any and all liens, claims of liens, suits, action, damages, charges and expenses whatsoever, which said District may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said project construction items or services.

Signed and dated this _____ day of _____ 2021.

CONTRACTOR

BY:

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires

**CONTRACTOR’S NOTICE OF
FINAL PAY ESTIMATE**

CONTRACT NUMBER: C2021-07

PROJECT NUMBER: 2021-W01

PROJECT NAME: Carefree Water Consolidation Project – GMP #2 – Pipeline Construction

To: The Town of Carefree, Arizona Utilities Community Facilities District

This notice confirms acceptance by Contractor of final contract payment in the amount of \$_____ which represents the balance due for subject project. This amount includes payment for all retentions held and adjusted final quantities.

TOTAL CONTRACT AMOUNT, including final pay estimate: \$_____.

Signed and dated this _____ day of _____ 2021.

BY: _____

Title: _____

For: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires

**CONTRACTOR'S NOTICE OF
FINAL ACCEPTANCE**

PROJECT NAME: Carefree Water Consolidation Project

PROJECT NUMBER: 2021-W01 – GMP #2 – Pipeline Construction

CONTRACTOR NAME: Achen-Gardner Construction LLC

FINAL CONTRACT AMOUNT:

Construction on the above project was completed on _____ and on _____ a final inspection was made of the subject improvements by this office. The work substantially conforms to the approved plans and specifications. We, therefore, accept those portions within the public right-of-way into our system for maintenance.

Approved By:

Contract Administrator

Construction Admin Supervisor

cc: District Clerk
District Treasurer