

CITY COUNCIL REPORT



Meeting Date: November 13, 2018
 General Plan Element: ***Public Services and Facilities***
 General Plan Goal: ***Provide city service facilities to meet the needs of the Community***

ACTION

1. Adopt Resolution No. 11304 authorizing construction manager at risk construction phase services contract 2018-189-COS in the amount of \$2,441,093.46 with FNF Construction Inc., to provide construction phase services for Pima Road Bridge widening over the Arizona Canal as part of the Pima Road, Krail to Chaparral project.
2. Adopt Resolution 11305 authorizing the city to enter into Contract 2018-190-COS with Salt River Project ("SRP") to license an area across the Arizona Canal for an existing pedestrian bridge, existing vehicular bridge and widening of the existing vehicular bridge.

BACKGROUND

The purpose of this action is to authorize funding for and to authorize CMAR construction phase services for Pima Road Bridge widening over the Arizona Canal as part of the Pima Road, Krail to Chaparral project (SC04). This project will Construct a new 2 lane bridge over the Arizona Canal providing the ultimate roadway cross-section over the Arizona Canal at this location. The remainder of the roadway will be constructed as a part of the Pima Road, Krail to Chaparral project that is currently funded in the FY 2018/19 CIP.

On July 1, 2014, Council authorized Contract 2009-148-COS-A1, an intergovernmental agreement between the Salt River Pima Maricopa Indian Community (the "SRPMIC") and City of Scottsdale related to the joint participation and funding of improvement work to be performed on Pima Road from the McDowell Road intersection to the North boundary of the SRPMIC and Scottsdale, just north of the 90th Street/Pima Freeway traffic interchange.

On July 2, 2018, Council authorized CMAR preconstruction phase services Contract 2018-097-COS with FNF Construction, Inc. for the combined preconstruction services for the 68th Street Bridge and Pima Road Bridge over the Arizona Canal. Staff combined these efforts due to the similarity of

scope and it provided an ability to utilize the SRP canal dry-up scheduled for this winter. The next proposed canal dry-up is in approximately 10 years. This proposed contract award is for services related to only the portion of this project related to the Pima Road bridge at Arizona Canal. Council previously approved a separate CMAR contract for the construction of the 68th Street bridge replacement in October.

Since the July 2, 2018 meeting, staff has continued to work with SRP, SRPMIC, the design team and FNF Contracting to advance the design and deliver a project that meets the needs of both the City, SRPMIC and SRP.

The vehicular bridge was originally installed in 1968. The pedestrian bridge was installed sometime in early 2000. The City and SRP have not located a formal land use right for the existing facilities and therefore a new proposed Land Use License is included with this action. The term of the License is for a period of 25 years. There is no fee associated with the license.

ANALYSIS & ASSESSMENT

Significant Issues to be Addressed

This contract will take advantage of the proposed January 2019 dry-up of the Arizona Canal to construct the future bridge for Pima Road. This allows the bridge to be constructed now rather than having to wait for the next dry-up in approximately 10 years and is considerably less expensive than constructing the bridge while the canal is flowing.

Community Involvement

Meetings with property owners, stakeholders and members of the community will take place as the project progresses through the preconstruction services process.

RESOURCE IMPACTS

Available funding

Funding for the project is available in CIP Account SC04 Pima Road, Krail to Chaparral. Funds include the City of Scottsdale's Transportation 0.2% Sales Tax and Maricopa Association of Governments (MAG) Arterial Life Cycle Program (ALCP) funded by Proposition 400 regional transportation sales tax funds. Additional reimbursement from the SRPMIC is anticipated pending approval of a design and construction IGA which will be brought to Council for approval in Spring 2019 along with the design contract for engineering services to complete the roadway improvements. There are no fees associated with the Land Use License. City continues to be responsible for maintenance of the facilities.

Staffing, Workload Impact

The contract administrator responsible for enforcing all contract provisions will be Elaine Mercado, Senior Project Manager, Capital Project Management Department.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

1. Adopt Resolution No. 11304 authorizing construction manager at risk construction phase services contract 2018-189-COS in the amount of \$2,441,093.46 with FNF Construction Inc., to provide construction phase services for Pima Road Bridge widening over the Arizona Canal as part of the Pima Road, Krail to Chaparral project.
2. Adopt Resolution 11305 authorizing the City to enter into a Land Use License, Contract 2018-190-COS, with Salt River Project ("SRP") for the existing pedestrian bridge, existing vehicular bridge and widening of the existing vehicular bridge.

Proposed Next Steps:

Upon Council approval, the CMAR will begin preparations for construction. The construction for the bridges will begin in December and will be completed in March 2019.

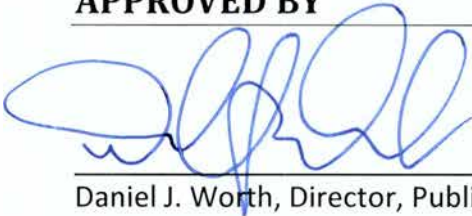
RESPONSIBLE DEPARTMENT(S)

Capital Project Management, Transportation Department

STAFF CONTACT(S)

Elaine Mercado, Senior Project Manager, emercado@scottsdaleaz.gov

APPROVED BY



Daniel J. Worth, Director, Public Works

(480) 312-5555, DWorth@scottsdaleaz.gov

10-27-18

Date

ATTACHMENTS

1. Resolution No. 11304
2. Resolution No. 11305
3. Location Map
4. Contract 2018-189-COS
5. Contract 2018-190-COS
6. Letter of Intent, SRPMIC

RESOLUTION NO. 11304

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING CONSTRUCTION MANAGER AT RISK CONTRACT NO. 2018-189-COS WITH FNF CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$2,441,093.46 TO PROVIDE CONSTRUCTION PHASE SERVICES FOR THE CITY OF SCOTTSDALE'S PIMA ROAD BRIDGE WIDENING OVER THE ARIZONA CANAL PROJECT.

WHEREAS, the City wishes to obtain construction phase services for the City's Pima Road Bridge Widening Over the Arizona Canal Project; and

WHEREAS, the City selected FNF Construction, Inc. ("FNF") by means of a competitive, qualifications-based process to provide the construction manager at risk construction services that the City seeks; and

WHEREAS, the City previously entered Construction Manager at Risk Contract No. 2018-097-COS with FNF for pre-construction phase services; and

WHEREAS, the City desires to engage FNF for construction phase services for Pima Road Bridge Widening Over the Arizona Canal Project;

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Construction Manager at Risk (CMAR) construction services Contract No. 2018-189-COS with FNF Construction, Inc. in an amount not to exceed \$2,441,093.46 to provide construction phase services for the City of Scottsdale's Pima Road Bridge Widening Over the Arizona Canal project.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____, 2018.

CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

By: _____
Carolyn Jagger, City Clerk

By: _____
W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY


Bruce Washburn, City Attorney
By: Eric C. Anderson, Senior Assistant City Attorney

RESOLUTION NO 11305

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2018-190-COS WITH THE SALT RIVER PROJECT ("SRP") FOR A LAND USE LICENSE TO CONSTRUCT, OPERATE AND MAINTAIN AN EXISTING PEDESTRIAN BRIDGE AND EXISTING VEHICULAR BRIDGE AND WIDENING OF THE EXISTING VEHICULAR BRIDGE OVER THE ARIZONA CANAL.

WHEREAS, the Council of the City of Scottsdale deems it necessary and essential as a matter of public welfare to enter into a Land Use License Agreement with SRP for the purpose of maintaining an existing pedestrian bridge and existing vehicular bridge and widening of the existing vehicular bridge ("Public Facilities") over the Arizona Canal.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That it is necessary and essential as a matter of public welfare that the City approve Land Use License 2018-190-COS, attached hereto as Exhibit A, for the purpose of constructing, operating and maintaining Public Facilities over the Arizona Canal.

Section 2. Therefore, the Mayor is authorized and directed to execute the Land Use License Contract No. 2018-190-COS with Salt River Project ("SRP").

PASSED AND ADOPTED by the Council of the City of Scottsdale this 13th day of November 2018.

ATTEST:

CITY OF SCOTTSDALE, an
Arizona Municipal Corporation

By: _____
Carolyn Jagger, City Clerk

By: _____
W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Bruce Washburn, City Attorney
By: Eric C. Anderson, Senior Assistant City Attorney




ATTACHMENT 3					
LOCATION MAP					
DEPT.	B.B.	DRAWN	DATE	SCALE	SHT.
CPM		RAH	10/18	NTS	1 OF 1





Memorandum

To: Honorable Mayor and City Council

From: Dave Lipinski, City Engineer 

Date: November 8, 2018

Re: November 13, 2018 City Council Meeting – Item 17 – Consent – Construction Manager at Risk Contract 2018-189-COS - Pima Road Bridge Widening at the Arizona Canal.

Your Honor and Members of the City Council,

Please note that CMAR contract 2018-189-COS had an error in the number of days that the term of the contract was to be effective. After additional consultation with the CMAR, it was determined that additional contract time is necessary to complete the scope of work.

The correct number of days for this contract should be 150 days. Article 3.0, Contract Time on page 17 of 57 has been corrected.

Please feel free to call me directly at 480-312-2641 if you have questions.



CITY OF SCOTTSDALE

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES

PIMA ROAD BRIDGE WIDENING AT ARIZONA CANAL

PROJECT NO: SC04

CONTRACT NO: 2018-189-COS

ATTACHMENT 4

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CITY OF SCOTTSDALE
CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES

PROJECT NO: SC04
CONTRACT NO: 2018-189-COS

THIS CONTRACT, entered into this ____ day of _____, 2018, between the City of Scottsdale, an Arizona municipal corporation (the "CITY") and FNF Construction, Inc., an Arizona corporation ("CONSTRUCTION MANAGER AT RISK" or "CMAR").

RECITALS

- A.** The Mayor of the City of Scottsdale is authorized by provisions of the City Charter to execute contracts for construction services.
- B.** The City intends to construct the PIMA ROAD BRIDGE WIDENING AT ARIZONA CANAL, as described in Exhibit A attached, and referred to in this Contract as the "Project," which is located at the Pima Road crossing over the Arizona Canal.
- C.** The CMAR has represented to the City the ability to provide construction management services and to construct the Project. Based on this representation the City desires to engage FNF Construction, Inc., to provide these services and construct the Project.
- D.** Contract No: 2018-097-COS has been executed previously between the City 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 City 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, and to completely construct the Project and install the material in the Project for the City. The Work must be to the satisfaction of the City 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.

1.1. General Services

- 1.1.1.** The CMAR's Representative must be reasonably available to the City and have the necessary expertise and experience required to supervise the Work. CMAR's Representative must communicate regularly with the City 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 City.

1.2. GOVERNMENT APPROVALS AND PERMITS

- 1.2.1.** Unless otherwise provided, the CMAR shall apply for and obtain or assist the City 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 City 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 Coordinator and/or Contract Administrator before starting the permitted activity. This provision is not an assumption by the City of an obligation of any kind for violation of the permit or notice requirements.
- 1.2.3.** The CMAR shall apply for and obtain permit(s) for building and demolition, but the fees will be paid by the City 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 City 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 the cost of construction-related water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangement for construction water is the CMAR's responsibility. Construction water does not include "test water" required to complete new water line pressure tests.
- 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 City.

1.3. Preconstruction Conference

- 1.3.1.** Before beginning any Work, the Contract Administrator will schedule a Preconstruction Conference. The City and the CMAR have entered into a separate written contract for Design Phase services establishing the fee the City 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 City 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, manpower and equipment resources required to complete all major work activities. The City 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 Coordinator and Contract Administrator. No Work will begin until the City 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. 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 City. 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 shall take all precautions as necessary to prevent damage to the Project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the City.
- 1.4.2. After all Work under the Contract is completed, the CMAR shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not included in the final Work from the Project 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 City 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 shall 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 shall be furnished by the CMAR.
- 1.4.6. Where the Contract Documents require that a particular product be installed and applied by an applicator approved by the manufacturer, the

CMAR shall ensure that the Subcontractor employed for this work is approved.

- 1.4.7.** The CMAR shall take field measurements and verify field conditions and shall 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 shall be immediately reported to the City.
- 1.4.8.** Before ordering materials or conducting work, the CMAR and each Subcontractor must verify measurements at the Site. 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, shall be submitted to the City for resolution before proceeding with the Work.
- 1.4.9.** The CMAR shall accurately establish, maintain and protect all building and construction grades, lines, levels, and bench marks. This work shall be performed or supervised by an Arizona licensed Surveyor.
- 1.4.10.** Any person employed by the CMAR or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the City, 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 City. The CMAR or Subcontractor shall hold the City harmless from damages or claims that may occur in the enforcement of this Article.
- 1.4.11.** 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 City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 1.4.12.** The CMAR must coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City'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.
- 1.4.13.** On a daily basis, the CMAR shall prepare a Contractor's Daily Report. The City's Construction Coordinator or its Capital Project Management (CPM) 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 shall be submitted to the Construction Inspector 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.

- 1.4.14.** In the event of noncompliance with this Article 1.4, the City 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 any suspension of the Work, the CMAR must keep the Site reasonably free from debris, trash and construction waste to permit the performance of 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 City 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. The dust control measures shall be maintained at all times during construction of the Project to the satisfaction of the City, in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and City 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 City construction site with greater than 1 acre 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 CMAR can establish to the satisfaction of the Contract Manager that one of the exemptions under A.R.S. §49-474.05 applies.

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 shall coordinate 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.** Waste products shall become the property of the CMAR. At its expense, the CMAR shall dispose of all waste products and debris including excess earth material that will not be incorporated into the Work under this Contract at an appropriate off-site location in conformance with 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 insure 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 City or its representatives, employees or agents and not covered by insurance. The costs and expenses incurred by the CMAR under this Article may 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 shall 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 City. 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 City 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 City 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 City in correcting the damage.

1.6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 1.6.1.** When required, Shop Drawings, Product Data, Samples and similar submittals are to be forwarded to the Construction Coordinator and the Contract Administrator for review in order to demonstrate 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) hard copies of each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents will be delivered to the Construction Coordinator for review. Electronic submittals may be acceptable if approved by the Construction Coordinator. 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 City. 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 City'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 City approval of Shop Drawings, Product Data, Samples or similar submittals unless the CMAR has specifically informed the City in writing of the deviation at the time of submittal and the City has given written approval to the specific deviation.
- 1.6.6.** Informational submittals upon which the City 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 City 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 City's Construction Inspectors may be stationed on the Work Site. The Construction Inspector may direct the attention of the CMAR and report to the Construction Coordinator the progress of the Work, the manner in which Work is being performed, and whether it appears that material furnished or Work performed by the CMAR fails to fulfill the requirements of the specifications and this Contract, 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 City's Representative and should not be confused with an inspector associated with a City regulatory agency or with an inspector from a City Laboratory under Article 1.8.
- 1.7.2.** In case of any dispute arising between the Construction Coordinator 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 City. Construction Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Construction Inspectors will in no case act as or be considered as foremen or supervisors or perform other duties for the CMAR.
- 1.7.3.** The furnishing of any services for the City shall not make the City responsible for or give the City 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 City. Any material rejected by the City will be removed immediately and replaced in a manner acceptable to the City.
- 1.8.3.** The procedures and methods used to sample and test material will be determined by the City. 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 Off Roads (AASHTO) or American Society for Testing and Materials (ASTM), and Maricopa Association of Governments (MAG) supplements.
- 1.8.4.** The City may select a pre-qualified Independent Testing Laboratory and will pay for initial City Acceptance Testing.
1. When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will

be paid for by the CMAR. Construction contingency cannot be utilized for the cost of re-testing.

2. When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting will be performed by the same testing agency.

1.8.5. The CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and will provide them access to the Work at all times upon reasonable notice.

1.8.6. All soils and materials testing will be performed by the City's designated agent and payment for testing shall be paid for as outlined below. In coordination with the CMAR, the City will order tests and distribute test results for all construction areas. The City will distribute test results within 24 hours of receipt.

1. The City will pay for soils or materials testing through a separate contract.
2. Other material testing: When the first or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid by the CMAR. The City's Project Contingency cannot be utilized for the cost of re-testing.

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

1.8.8. Code compliance testing and inspections required by codes or ordinances or by a plan approval authority, and which are made by a legally constituted authority are the responsibility of and will be paid by the CMAR, unless otherwise provided.

1.8.9. The CMAR's quality control testing and inspections are the sole responsibility of the CMAR and paid by the CMAR.

1.9 Project Record Documents/As-Builts

1.9.1 During the construction period, the CMAR shall maintain at the jobsite a set of blue-line 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 shall give particular attention to information on concealed elements which are 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 they shall include 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 City or its representative for review and comment.

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

1. A complete set of PDF electronic files of all Project Record Drawings clearly marked with "As-Built Document." Files shall 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 City under Article 2.0 accurately bearing the CMAR's As-Built information from the Project Record Drawings in red and delivered to the City 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. 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 City safety briefing session at the Preconstruction meeting.

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 City facilities.

1.10.2 City Safety Rules and Expectations. Risk Management Division makes available a packet that contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.

1.10.3 Contractor Safety Tailgate Meetings. The CMAR shall 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 City Inspector within 48 hours after the meeting.

1.10.4 Accident/Injury Procedure. The CMAR shall 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.

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

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

1.10.7 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.

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

- 1.10.9** 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.
- 1.10.10** 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.
- 1.10.11** 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 provide Material Safety Data Sheets for all substances that are delivered to the City, 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 City property must use only the safest chemicals, with the least harmful ingredients. These chemicals must be approved for use by a City of Scottsdale representative before bringing them to the Project Site.

The CMAR and all Subcontractors will make every attempt to apply approved chemicals with highly volatile organic compounds, outside of normal 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. All selected Contractors shall contact the City 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 it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, it will immediately stop work and report the condition to the City.

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 City 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.

1.11 WARRANTY

1.11.1 The provisions of M.A.G. Section 108.8 shall 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 City, the City may perform the necessary work and the CMAR shall reimburse the City 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.²

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

1.11.3 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 City 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 City, the City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that the City will commence correction of the nonconforming Work with its own forces.

1.12.3 If the City does perform this corrective Work, the CMAR will be responsible for all reasonable costs incurred by the City 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 City 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 – CITY'S SERVICES AND RESPONSIBILITIES

2.0 DUTY TO COOPERATE. The City 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 City will furnish the CMAR a CADD file of the Construction Documents acceptable to the City, at no cost to the CMAR.

2.1 CONTRACT ADMINISTRATOR/CONSTRUCTION COORDINATOR

2.1.1 The Construction Coordinator will provide City-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 Coordinator will promptly notify the CMAR if the Construction Coordinator 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 City may contract separately with a 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 Coordinator are responsible for construction administration of the Work. The Design Team, if authorized by the City, 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 Coordinator.
- 2.1.5 The Contract Administrator or Construction Coordinator 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 City. The City will timely forward the response to the CMAR.
- 2.1.6 The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the Procurement Code.
- 2.2 **CITY'S SEPARATE CONTRACTORS.** The City is responsible for all Work performed on the Project or at the Site by separate contractors under the City's control. The City 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.** Approving specific parts of the Building Permit is the responsibility of the City's Capital Project Management. The City of Scottsdale Plan Review Division issues Certificates of Occupancy.
- 2.4 **FURNISHING OF SERVICES AND INFORMATION**
 - 2.4.1 The City will be responsible for the payment or waiver of the following:
 - 1. City review and permit(s) fees for building, encroachment, and demolition permits.
 - 2. City 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. City Development Fees.
 - 6. Environmental Permits and Licenses.

2.4.2 Unless expressly stated to the contrary in the Contract Documents, the City 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. Upon request, the City will provide all City 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 City will secure and execute all necessary Contracts with adjacent land or property owners that are reasonably necessary to enable the CMAR to perform the construction.

2.5 PROJECT MANAGEMENT SERVICES

- 2.5.1** The City 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 City will be furnished to the CMAR upon request. The CMAR will not have any right however, to limit or restrict any contract modifications that are mutually acceptable to the City and Technical Consultant.
- 2.5.2** The Technical Consultant services will augment the City staffing resources to effectively manage the objectives of the City 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 City may contract with the Technical Consultant to provide some or all of the following services during the performance of the construction:

1. 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 City informed of progress of the construction and will endeavor to guard the City 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;
2. Review and recommend approval of the CMAR's Payment Requests;
3. Interpret matters concerning performance under and requirements of the Contract Documents on written request of the City. The Technical Consultant's response to these requests will be made with reasonable promptness and within any time limits agreed upon;
4. Analyze, recommend and assist in negotiations of Change Orders;
5. Conduct inspections to determine Substantial Completion and Final Acceptance;
6. Receive and forward to the City for the City'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 150 calendar days as indicated in the Notice to Proceed (NTP).
- 3.1.1** Contract Completion Time will start with the Notice to Proceed (NTP) and end with Substantial Completion. The City 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 City.
- 3.1.3** Each GMP amendment to this Contract will establish a separate construction NTP date, Performance Period and Substantial Completion date for the entire Project. The Performance Period(s) may be sequential or may run concurrently.
- 3.1.4** The CMAR agrees to commence performance of the Work and achieve Performance Periods and the Contract Time.

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

3.2 PUNCH LIST PREPARATION

A minimum of 30 days before Substantial Completion the CMAR, in conjunction with the City, will prepare a comprehensive list of Punch List items, which the City 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 City issues its Final Acceptance Letter, the CMAR will deliver to the City all Operation and Maintenance Manuals necessary for the City to assume responsibility for the operation and maintenance of that portion of the Work.

3.3 LIQUIDATED DAMAGES

If Substantial Completion is not attained within the Contract Time as adjusted, the City 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.

3.4 PROJECT SCHEDULE CONSTRUCTION SCHEDULE. Each approved GMP proposal shall include a Project Schedule as prescribed in Article 3.5 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.

3.4.1 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.

3.4.2 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.

3.4.3 An Updated Project Schedule will be submitted monthly to the City at least 5 days before the CMAR's monthly Payment Request.

1. The CMAR will provide the City 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 Coordinator 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.

3.4.4 The City'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.

3.4.5 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 City-furnished information, and will include activities for City-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.

3.5 COST ESTIMATES

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

3.6 CONSTRUCTION MANAGEMENT PLAN

As a part of the Preconstruction Agreement, the City has required the CMAR to prepare a Construction Management Plan.

ARTICLE 4 – CONTRACT PRICE

- 4.0** The CMAR agrees to do all Work for the construction of the improvements and to completely construct the improvements and install the material, 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 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 \$2,441,093.46, as stated in detail in the GMP Proposal, attached as Exhibit C.
- 4.1.2** The Contract Price is the sum of the GMP plus the City's Project Contingency defined in Article 12 and is subject to adjustments made in accordance with Article 5.
- 4.1.3** The CMAR is responsible for payment of all State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income, whether or not these taxes are specifically separated in the bid amount.
- 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 City 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 City, and as a part of the Work done under the Preconstruction Agreement, the City may request the CMAR to provide a GMP, or series of GMP's if the CMAR or the City determines that phased construction would be in the City'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 all subcontractors. Upon completion of selection of all subcontractors, contractor shall provide a reconciliation of final subcontractor costs and identify any savings. Net buy out savings may be used during construction by the City as a City project contingency. Unused savings will be retained by the City and are not subject to contractor billing.
2. Any net 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 City.

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 1 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, workers not included as direct labor costs engaged in Project support (e.g. loading/unloading, clean-up, etc.) 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 City of Scottsdale Transaction Privilege (sales) Tax Licenses.

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website: http://www.revenue.state.az.us/ADOR_Forms/70-79/74-4002_fillable.pdf

To obtain a City of Scottsdale Transaction (Sales) Tax License Application, please go to the following website:
<http://www.scottsdaleaz.gov/taxes/salestax.asp>

4.7 RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

The CMAR is responsible for payment of all applicable State of Arizona and City of Scottsdale 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.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. The CMAR is advised to consider this as it prepares its bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/ deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website: <http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions, please reference A.R.S. Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

For further questions regarding tax treatment, please contact the Arizona Department of Revenue at (602) 255-2060 and the City of Scottsdale Tax & Audit Section at (480) 312-2625.

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 shall be submitted within 14 days of the commencement of the cause of the delay.
2. If written notice is submitted 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 City or anyone under the City'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** 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 City of any of its legal rights under this Contract.
- 5.1.7** In the event that the CMAR claims damages as a result of expenses incurred by a delay for which the City is responsible, the CMAR and the City will negotiate to determine the amount of these damages as set forth in Arizona Revised Statutes Section 34-609 (E).
 - 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 City, 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 shall notify the Construction Coordinator or Contract Administrator of the condition within 7 days after the condition has been encountered. The CMAR must also give the City 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. (Final costs must be submitted within thirty (30) days after notice is received by the City, 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 must 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 City of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the City 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 City 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 shall promptly notify the Construction Coordinator and request clarification. The CMAR shall also provide a copy of any notice to the City 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 CITY REQUESTED CHANGE IN WORK. The City 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 shall 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 shall 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 In accordance with Scottsdale Revised Code Section 2-200 and any related Rules and Procedures, the City and the CMAR will negotiate in good faith and as expeditiously as possible the 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 City 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 City's Procurement Code.

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 City 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 City 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 City and the CMAR. During the pendency of a resolution of the price and/or time adjustments between the City 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 City 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 City requires. The CMAR shall promptly submit such documentation and other backup as the City 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 City 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. Total Cost or Credit to the City.

5.10 FIELD ORDERS

- 5.10.1** The City 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 City 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 City, 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 City; 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 City 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 City and the CMAR disagree upon the amount to be paid, whether the CMAR is entitled to be paid for any services required by the City or if there other disagreements over the Scope of Work, proposed changes to the Work, or the

time required to complete the Work, the City and the CMAR will resolve the dispute in accordance with Article 7.

1. As part of the negotiation process, the CMAR will furnish the City with a good faith estimate of the costs to perform the disputed services or the additional time required in accordance with the City's interpretations.
2. If the parties are unable to agree and the City expects the CMAR to perform the services in accordance with the City's interpretations, the CMAR will proceed to perform the disputed services, conditioned upon the City issuing a written order to the CMAR (i) directing the CMAR to proceed and (ii) specifying the City'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 City and to its satisfaction, the City 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 City'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 City 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 City 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 City will receive the equipment and materials free and clear of all liens and encumbrances.
 2. For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Maricopa County and be accessible for the City's inspection. Title to the materials and equipment will protect the City's interest and will include applicable insurance, bonding, storage and transportation to the Site.
 3. The City 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 City on a date established by the City 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. 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 City will review Payment Requests and make recommendations for approval or denial within 7 days after the City'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** The Schedule of Values will be submitted as prescribed in this Contract, 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.

- 6.1.8** The CMAR will submit to the City 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 City 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 City'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 City.
- 6.2.2** The City will pay the CMAR all amounts properly due. If the City 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 City. The notice will indicate the specific amounts the City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures the CMAR must take to rectify the City's concerns. The CMAR and the City will attempt to resolve the City'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 City 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 City determines that satisfactory progress is not being made on the Contract, the City 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 City of Scottsdale.
 2. CDs and Securities will be assigned exclusively for the benefit of the City of Scottsdale in accordance with the City's form of Retainage Escrow Contract.

6.4 SUBSTANTIAL COMPLETION

- 6.4.1** Substantial Completion will be for the entire Project 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 City as required in Article 6.4.3 below, the CMAR must inspect the Work and prepare and submit to the City 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 City 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 City's receipt of the CMAR's notice, the City 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 City 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 City'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 City, 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 City 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 City and the CMAR agree that the City'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 City 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 City 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 City 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 City will make final payment 14 days after the City 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 City'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 City 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 City, or someone acting on the City's behalf, or by City 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 City upon the written claim of the CMAR to the City 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 City, 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 City with each progress payment. In addition, any reduction of retention by the City 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 City may take any of one or more of the following 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 City 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 City of Scottsdale 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 City 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 City 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 City of Scottsdale to the CMAR, the City, 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 City of Scottsdale 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 City of Scottsdale will give the Contractor or Subcontractor reasonable advance notice of intended audits.

The City 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 City, 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 City 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 City 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 City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City 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 City'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 City 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 City 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 CITY 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 City 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 City for compensation in excess of the Contract sum, any liability of the City 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 City 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 City 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 Coordinator.
- 7.2.3 If a dispute or disagreement cannot be resolved through the CMAR's Representative, and the City's Contract Administrator, the CMAR's Senior Representative and the City'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, either party may proceed with any legal action authorized by law.

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 City will continue to satisfy its payment obligations to the CMAR pending the final resolution of any dispute or disagreement between the CMAR and the City.

7.3 REPRESENTATIVES OF THE PARTIES

7.3.1 CONTRACT ADMINISTRATORS

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

CITY OF SCOTTSDALE

Dave Lipinski, PE
City Engineer
One Civic Center – Suite 205
7447 East Indian School Road
Scottsdale, AZ 85251
(480) 312-2641

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

City of Scottsdale
Capital Project Management
Elaine Mercado, Contract Administrator
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251
(480) 312-7985

The City designates the individual listed below as its Construction Coordinator:

City of Scottsdale
Capital Project Management
Shayne Lopez, Construction Admin Supervisor
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251
(480) 312-7126

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:

Byron Hubbard, CMAR Representative
FNF Construction, Inc.
115 S. 48th Street
Tempe, AZ 85281

ARTICLE 8 – SUSPENSION AND TERMINATION

8.0 CITY'S RIGHT TO STOP WORK

The City 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 City 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 City.

8.1 TERMINATION FOR CONVENIENCE

8.1.1 Upon receipt of written notice to the CMAR, the City 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 City for evaluation. The City 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 City. 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 City 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 City 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 City'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 City all right, title and interest of the CMAR under the subcontracts terminated, in which case the City 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 City 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 City 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 City 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 City 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 City, upon request, with adequate assurances of future performance will all be causes allowing the City 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 City for any and all damages available under the Contract sustained by reason of the default that gave rise to the cancellation.

8.3 CITY'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 City, 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 City law, regulation or ordinance, the City may cancel this Contract immediately upon giving notice and a reasonable opportunity to cure to the CMAR. In the event the City cancels this Contract or any part of the services, the City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City. Use of incomplete data will be the City's sole responsibility.

- 8.3.9** The CMAR will appraise the Work it has completed and submit its appraisal to the City 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 City may withhold any payments to the CMAR for the purpose of setoff until such time as the exact amount of damages due the City 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 City before its default.
- 8.3.12** If the City'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 City. 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 City in connection with the procurement and defense of claims arising from the CMAR's default.
- 8.3.13** If the City 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 will furnish the City of Scottsdale 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 City 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: 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 City will waive the Professional Liability insurance requirement in writing.

9.2.5 Builders' Risk Insurance (Course of Construction). The CMAR bears all responsibility for loss to all Work being performed and to buildings under construction. Unless waived in writing by the City of Scottsdale, the CMAR will purchase and maintain in force Builders' Risk-Installation insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss or Open Perils policy form, for the completed value at replacement cost equal to the GMP and all subsequent modifications. The CMAR's Builders' Risk-Installation insurance must be primary and not contributory; and waive all rights of subrogation against the City of Scottsdale, its officer, officials and employees.

1. Builders' Risk-Installation insurance must name the City of Scottsdale, the CMAR and all tiers of Subcontractors as Insureds as respects their insurable interest at the time of loss. It must contain a provision that this insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The CMAR is also required to give the City 30 days advance written notice of the coverage termination for this project. The City must also be named as a Loss Payee under Builders' Risk-Installation coverage.
2. Builders' Risk-Installation insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk-Installation insurance must provide coverage from the time any covered property comes under the CMAR's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

3. The CMAR must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk-Installation insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract.

The CMAR will be responsible for any and all deductibles under these policies and the CMAR waives all rights of recovery and subrogation against the City under the CMAR-provided Builders' Risk-Installation insurance described above.

4. The Builders' Risk insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City. Builders' Risk Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property requires to be covered.
5. All rights of subrogation are, by this Contract, waived against the City of Scottsdale, its officers, officials, agents and employees.

9.3 SELF-INSURED RETENTIONS. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self-insured retentions with respect to the City, 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 City, 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 City'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 City, 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 City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, 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 City, its officers, officials, agents, and employees, for losses arising from Work performed by the CMAR for the City.
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 City of Scottsdale, 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 City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by the CMAR for the City.

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 City 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 Subconsultant. 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 City. The City must also be named as a Loss Payee under the Builders' Risk-Installation coverage.

9.6 NOTICE OF CANCELLATION. If the CMAR receives notice that any of the required policies of insurance are materially reduced or cancelled, CMAR shall provide prompt notice to the Contract Administrator of same to the City, 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:

City of Scottsdale
Risk Management Office
7447 East Indian School Road, Suite 225
Scottsdale, Arizona 85251

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 City. Failure to maintain insurance as required may result in termination of this Contract at the City's option.

9.8 VERIFICATION OF COVERAGE

9.8.1 The CMAR must furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) 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 City 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 City of Scottsdale, Capital Project Management. **The project number and project description must be included on the Certificates of Insurance.** The City 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.

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 City of Scottsdale.

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 City of Scottsdale, 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 act, omission, negligence, recklessness, or intentional wrongful conduct 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. 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 City, its officers, agents, representatives, directors, officials, and employees for losses arising from the work performed by the CMAR for the City.

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 City 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 City 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 City from and against all damages, expenses, losses, royalties, profits and costs, including but not limited to attorneys' fees and expenses awarded against the City or the CMAR in any action or proceeding. The CMAR agrees to keep the City informed of all developments in the defense of these actions. The City 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 City is 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 City and not offered or recommended by the CMAR to the City or (ii) arising from modifications to the Work by the City 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 City, the Design Professional, any consultant retained by the City, 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 City of Scottsdale Development Services 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 the City of Scottsdale Supplemental Specifications 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 City 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 City and are to be delivered to the City 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 City agrees to hold the CMAR and the Subconsultants harmless to the extent permitted by law from the legal liability arising out of the City'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 City 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 City 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 City will reasonably request to implement the intent of the Contract Documents.
- 11.6 ASSIGNMENT.** Neither the CMAR nor the City 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 City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City 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 City 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 City 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 shall not be construed to give any rights or benefits to anyone other than the City and the CMAR, and all duties and responsibilities undertaken in accordance with the Contract Documents shall be for the sole and exclusive benefit of the City 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.
- 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 City 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 City 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 City 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 City.
- 11.17 CITY'S RIGHT OF CANCELLATION.** All parties to this Contract acknowledge that it is subject to cancellation by the City of Scottsdale 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 City 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 City 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 an award of reasonable attorneys' fees and reasonable costs and expenses, which will be considered to have accrued on the commencement of the action.
- 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 City:	Elaine Mercado, Contract Administrator City of Scottsdale Capital Project Management 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251
To CMAR:	Byron Hubbard, Project Executive FNF Construction, Inc. 115 S. 48 th Street Tempe, AZ 85281

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 City 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 City Rights Regarding Security Inquiries.** In addition to the foregoing, the City 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 City's entry into this Contract and any breach by the CMAR may, at the City's sole option and unfettered discretion, be considered to be a breach of contract of

11.26.3 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 City.

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 City 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 City 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 City and the City's 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 Complete street closures will not be permitted unless specified in the Special Provisions. The Traffic Engineering Director or designee must approve the timing and sequence of 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 Coordinator for approval or modification at least 72 hours before construction is initiated. After review, the Construction Coordinator will forward the construction schedule and barricade plan to the Right of Way Manager (Traffic Engineering). The Construction Coordinator 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.
 - 11.28.5** The CMAR must insure that placement and maintenance of all temporary traffic control adheres to the City's Barricade Ordinance. Violations of the Ordinance are subject to fines set forth in the Ordinance.
- 11.29 MATERIAL SOURCE.** No material source has been designated by the City 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 A.D.O.T. 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 City of Scottsdale's Ordinance No. 1438, Native Plants, 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. This Project shall not use endangered wood species as set forth in A.R.S. § 34-201(J) 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 building construction and associated work will be restricted to the applicable summer or winter hours. 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. Summer hours begin April 1 and end on October 31. No work may begin before 6:00 a.m. or continue after 7:00 p.m., Monday through Friday. No work will begin on Saturday or Sunday before 7:00 a.m. or continue after 7:00 p.m. Sunday work may be conducted only if the CMAR demonstrates, in writing to the building official, justifiable cause for the Sunday work.

11.33.2 Winter hours begin November 1 and end on March 31. No work will begin before 7:00 a.m. or continue after 5:00 p.m., Monday through Friday. No work may begin on Saturday or Sunday before 8:00 a.m. or continue after 5:00 p.m. Sunday work may be conducted only if the CMAR demonstrates, in writing to the building official, justifiable cause for the Sunday work.

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

11.33.4 The CMAR must submit a written request to the Building Official 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 building official 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 City 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 City 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 City 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 City 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 City 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 City 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 City.

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 City, the City'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 City.

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 City, the CMAR will not divulge data to any third party without first obtaining the written consent of the City. 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 City:

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 City;
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 City, the CMAR will first notify the City as required in this Article of the request or demand for the data. The CMAR will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take the action that the City 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 City. 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 City 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 City 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 City 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 City, 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 City. 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 City's Senior Representative identified in Article 7.3.

11.37.2 Actions that are considered to be adverse to the City 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 City;
2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; 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 City.

11.37.3 The CMAR represents that except for those persons, entities and projects identified to the City, 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 City.

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 City, 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

By entering into a contract with the City, 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 CPM 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 Streets Department when underground conduit is to be severed by excavations at the intersection. The Traffic Signals Supervisor will have all underground traffic conduit located and will provide the necessary City 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 Traffic Signals Supervisor will provide a City Traffic Signal Technician to assist the CMAR with connecting field wiring within the traffic signal control cabinet. The CMAR will provide, at his 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 Streets 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 CPM Inspector will contact the Traffic Management Center (TMC) (480) 312-7777, 24 hours in advance, to coordinate the outage. The City 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 Coordinator 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 Coordinator to utilize a uniformed Police Officer to direct traffic through the intersection when the above criteria are not met. The Construction Coordinator shall be responsible for notifying the City of Scottsdale Intelligent Transportation Systems (ITS) division of any and all changes that will have an effect on the normal flow of traffic operation. (See TMC note above)

11.42 TEMPORARY VEHICLE DETECTION

For all construction projects in the City of Scottsdale within duration of 15 days or more, temporary vehicle detection will be required for all approaches at signalized intersections 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) will 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 the life of the project will 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, 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 Coordinator, Traffic Engineering and Signal Maintenance Departments.

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” means an agreed amount by the City and the CMAR for items which may be required to complete the scope of work.

“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 City 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 City 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.

“City” (“Owner”) means the City of Scottsdale, Arizona, an Arizona municipal corporation. Regulatory activities handled by the City of Scottsdale Development Services, Planning and Fire Departments or any other City department are not subject to the responsibilities of the City under this Contract.

“City's Project Contingency” is an allowance established solely by the City to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes or unforeseen site conditions. The City'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 City's Project Contingency is used. Any CMAR Construction Fee on changes using the City's Project Contingency will be determined under Article 5.

“City's Senior Representative” means the person designated in Article 7.3.

“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 City and the CMAR. Construction Change Directives must comply with the provisions of Rule 2-200.1 of the City's Procurement Code.

"Construction Coordinator" means a City 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 City 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.

"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 City 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 City, 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 City'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 City 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 City, 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 City.

"Design Phase Services Agreement" means the Preconstruction Agreement entered into between the CMAR and the City 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 City. 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 City executes this Contract.

"Field Order" means a written field directive prepared and signed by the City, 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 3.3.8.

"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" as used in this Contract is mandatory.

"Notice to Proceed" means a written notice given by the City to the CMAR fixing the date on which the CMAR will commence performance of the CMAR's obligations under this Contract.

"Owner Agent," "City's Agent" or "Owner Representative" see "City'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 City 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 City 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 City'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 City, 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 the land or premises on which the Project is located generally described as the following location: Click here to enter text., The CMAR will require all subcontractors to include the street address of the Project Site 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 City 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 City Fire Marshall and local authorities (Certificate of Occupancy); (b) issuance of elevator permit; (c) demonstration to the City that all systems are in place, functional, and displayed to the City or its representative; (d) installation of all materials and equipment; (e) City review and acceptance of all systems; (f) City review and acceptance of draft O&M manuals and record documents; (g) City 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.

“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.

THE CITY OF SCOTTSDALE

PROJECT NO. SC04 , CONTRACT NO. 2018-189-COS

This Contract has been executed by the parties above named on the date and year written above, to be retained by the City 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:
FNF CONSTRUCTION, INC., an Arizona corporation

Signature

Print Name, Title

THE CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

W. J. "Jim" Lane, Mayor

Carolyn Jagger, City Clerk

RECOMMENDED:

Dave Lipinski, PE
City Engineer

Katherine Callaway
Risk Management Director

Elaine Mercado, Contract Administrator

APPROVED AS TO FORM:

Bruce Washburn, City Attorney
By: Eric C. Anderson
Senior Assistant City Attorney

**EXHIBIT A
PROJECT DESCRIPTION
SCOPE OF WORK**

Contractor shall provide all labor, materials, and equipment necessary to construct the widening of the existing Pima Road Bridge located over the Arizona Canal per the plans named Pima Road Bridge at Arizona Canal prepared by Premier Engineering Corporation.

**EXHIBIT B
PRECONSTRUCTION AGREEMENT**

PRECONSTRUCTION PHASE SERVICES CONTRACT

2018-097-COS

**IS ON FILE AT THE SCOTTSDALE CITY CLERK'S OFFICE
AND CAN BE FOUND AT THE BELOW LINK:**

<HTTPS://ESERVICES.SCOTTSDALEAZ.GOV/EDMVIEWER/16697788>

EXHIBIT C
SUBMITTAL REQUIREMENTS FOR THE GMP

GMP submittal, one copy for review.

Two (2) copies will be requested by the Capital Project Management prior to contract execution.

GMP Cost Model Exhibit Contents:

1. Scope of Work
 2. Summary of the GMP
 3. Schedule of Values – Direct and Indirect cost summary: Unit prices and quantity take-offs using the City's standard pay items; Details of all allowances and unit price work shown and specified in the detailed design documents; All fixed equipment, site improvements, and utility and equipment installations; Field Office overhead; Home Office overhead; Bonds, taxes, insurance; The CMAR Contractor's fee (include fee allocated to self-performed work and subcontractor work).
 4. List of Plans and Specifications used for GMP Proposal
 5. List of clarification and assumptions
 6. Subcontractor Bids on Subcontractor Letterhead
 7. Project Schedule showing critical path construction items
- A. Scope of Work will consist of a brief description of the work to be performed by CMAR and major points that the CMAR and the City must be aware of pertaining to the scope. (normally one paragraph is sufficient.)
- B. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:
- C. Schedule of Values - spread sheet with the estimated bid or cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CMAR's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable: Material costs, equipment costs, labor costs, hourly labor rates, and total cost. Labor costs shall include the employee classification, benefits, payroll taxes and other payroll burdens; The total cost for any portion of the work to be performed by subcontractors shall include subcontractor overhead and profit. Production rates, transportation and other facilities and services necessary for the proper execution of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work. Copies of quotations from subcontractors and suppliers; Memoranda, narratives, consultant's reports and all other information used by the CMAR Contractor to arrive at the GMP. The GMP must include all assumptions, descriptions and a breakdown of all allowances.

EXHIBIT C

GMP SUMMARY			AMOUNT
	COST OF THE WORK - DIRECT COSTS	AMOUNT	
A	Sub-Contractors' Cost of the Work (Labor, Materials, Equipment, Warranty, Insurance, Profit)	\$964,492.00	
B	CMAR Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$782,132.59	
C	Total Cost of the Work (A+B)		\$ 1,746,624.59
	INDIRECT COSTS	AMOUNT	
D	General Conditions (Negotiated Amount)	\$142,871.63	
E	Total Cost of the Work + General Conditions (C+D)		\$1,889,496.22
F	Payment and Performance Bonds (On Cost of the Work + General Conditions)	\$18,894.96	
G	Insurance (Additional CMAR's Insurance not provided in the Total Cost of the Work)	\$	
H	Subtotal Direct + Indirect Costs (E+F+G)		\$1,908,391.18
I	CMAR Construction Fee (Negotiated Fixed Fee) 10%	\$190,839.12	
J	Project Subtotal (H+I)		\$1,908,391.18
K	Taxes (Actual Reimbursable limited by Not to Exceed)	\$119,945.57	
L	CMAR's GMP (Not to Exceed) (J+K)		\$2,219,175.87
M	CITY'S PROJECT CONTINGENCY (As determined by the City) 10%		\$221,917.59
N	CONTRACT PRICE (Not to Exceed) (L+M)		\$2,441,093.46

- D. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by CMAR, Design Consultant, and Project Manager using the format below.

Plans Used for Preparation of GMP No.	
CMAR	Date
Design Consultant	Date
Project Manager	Date

EXHIBIT C

- E. A list of the clarifications and assumptions made by the CMAR in the preparation of the GMP proposal, to supplement the information contained in the documents.
- F. All Subcontractor Bids for the project on the Subcontractor's Letterhead
- G. A Critical Path Method diagram construction schedule.

NOTE: The submittal package must be kept as simple as possible all on 8½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

Final GMP submittal will consist of the following:

1. Two (2) Copies of the GMP (perforated as requested by Bids & Specifications) Velo or 3-hole punched.
2. One copy of the plans and technical specifications used to arrive at the GMP (signed by Design Consultant, CMAR and Project Manager).

10/25/2018

FNF CONSTRUCTION INC
Pima Road Bridge
at Arizona Canal
Project NO. SC04
Guaranteed Maximum Price

Pima Road Bridge at the Arizona Canal

Project No. SC04

GMP SUMMARY		AMOUNT
COST OF THE WORK - DIRECT COSTS		AMOUNT
A	Subcontractors' Cost of the Work (Labor, Materials, Equipment, Warranty, Insurance, Profit)	\$964,492.00
B	CMAR Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$782,132.59
C		\$1,746,624.59
INDIRECT COSTS		AMOUNT
D	GENERAL CONDITIONS (Negotiated Amount)	\$142,871.63
E	Total Cost of the Work + General Conditions Fee (C+D)	\$1,889,496.22
F	Payment and Performance Bonds (On Cost of the Work + General Conditions Fee (C+D) 1%)	\$18,894.96
G	Insurance (Additional CMAR's Insurance not provided in the Total Cost of Work)	
H	Subtotal Direct + Indirect Cost (E+F+G)	\$1,908,391.18
I	CMAR Construction Fee (Negotiated Fixed Fee) 10%	\$190,839.12
J	Project Subtotal (H+I)	\$2,099,230.30
K	Taxes (Actual Reimbursable limited by Not to Exceed)	\$119,945.57
L	CMAR's GMP (Not to Exceed) (J+K)	\$2,219,175.87
M	CITY'S PROJECT CONTINGENCY (As determined by the City) 10%	\$ 221,917.59
N	CONTRACT PRICE (Not to Exceed) (L+M)	\$2,441,093.46

10/29/2018

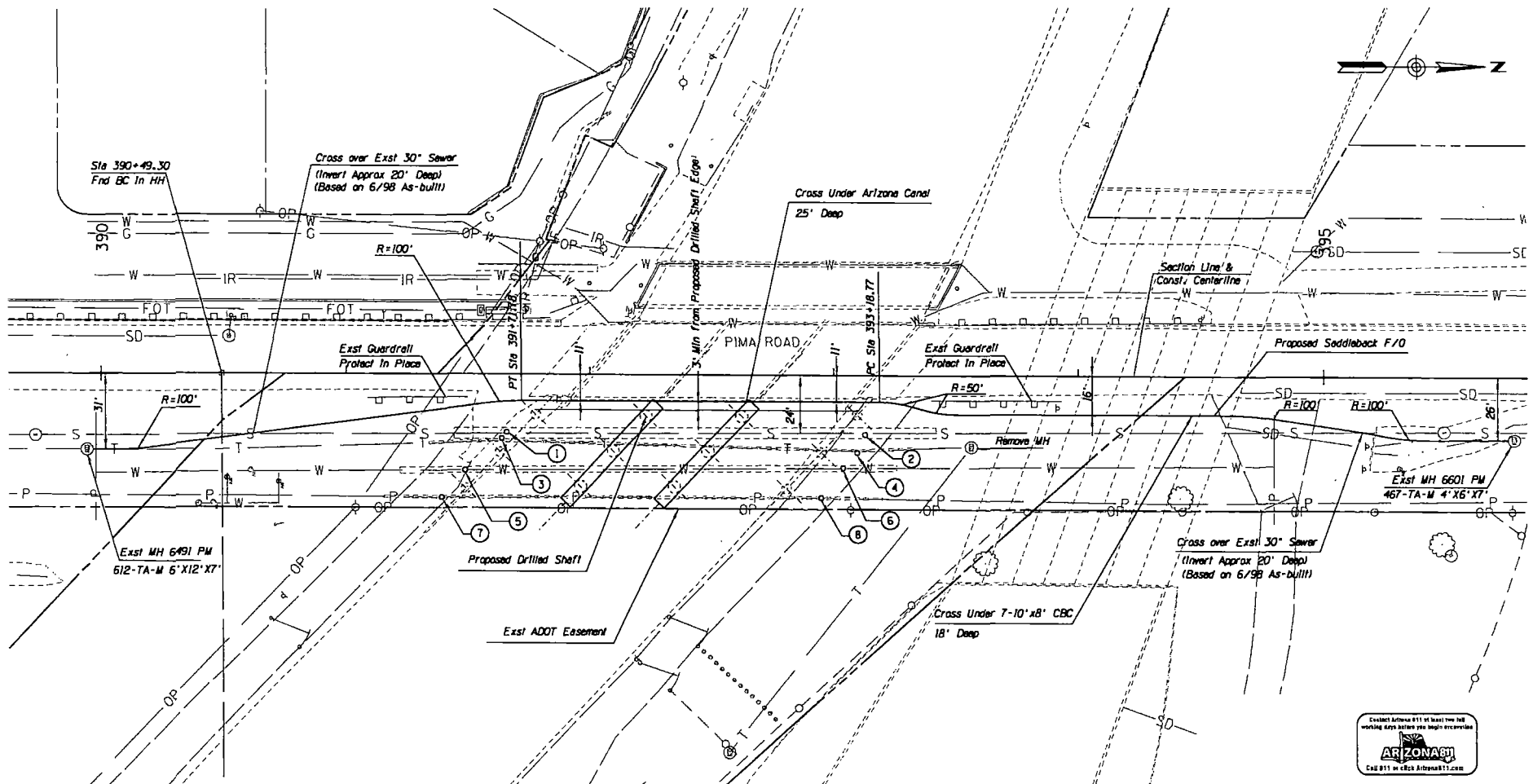


Client	Description	Quantity	Units	Cost Unit Price	Total Cost
105801	Construction Surveying	1.00	LS	\$ 30,256.00	\$ 30,256.00
105820	As-Builts	1.00	LS	\$ 2,500.00	\$ 2,500.00
106001	Quality Control	1.00	LS	\$ 17,046.00	\$ 17,046.00
107001	Permits & Fees	1.00	LS	\$ 2,175.00	\$ 2,175.00
401001	Traffic Control	1.00	LS	\$ 41,512.86	\$ 41,512.86
401010	Temp Conc Barrier / TIA	200.00	LF	\$ 37.88	\$ 7,576.00
505905	Storm Water Pollution Prevention	1.00	LS	\$ 3,588.04	\$ 3,588.04
800001	Mobilization	1.00	LS	\$ 59,386.72	\$ 59,386.72
	On-Site Overhead & General Conditions	1.00	LS	\$ 142,871.63	\$ 142,871.63
350001	Remove AC Pavement	39.00	SY	\$ 28.84	\$ 1,124.76
350002	Mill & Overlay Pavement	454.00	SY	\$ 34.88	\$ 15,835.52
336002	Saw/Seal/Exc Toe Canal Lining 4"	400.00	LF	\$ 14.35	\$ 5,740.00
350072	Remove Canal Lining	700.00	SY	\$ 29.02	\$ 20,314.00
350113	Remove Concrete Bridge Barrier	240.00	LF	\$ 32.61	\$ 7,826.40
350323	Remove Bridge Substructure	1.00	LS	\$ 10,644.65	\$ 10,644.65
206001	Structure Excavation	333.00	CY	\$ 35.51	\$ 11,824.83
206101	Structure Backfill	180.00	CY	\$ 51.80	\$ 9,324.00
505202	Combo Ped Railing / Sidewalk	133.00	LF	\$ 329.65	\$ 43,843.45
505203	F-Shape Conc Barr on Existing Bridge	118.00	LF	\$ 149.15	\$ 17,599.70
505501	Reinforcing Steel	62,000.00	LB	\$ 0.86	\$ 53,320.00
505607	Struct Conc. Abuts/Piers (f'c=3,500 psi)	254.00	CY	\$ 588.93	\$ 149,588.22
505608	Struct Conc. Median (f'c=4,000 psi)	18.00	CY	\$ 629.59	\$ 11,332.62
505609	Struct Conc. Deck Overlay (f'c=4500 psi)	97.00	CY	\$ 508.52	\$ 49,326.44
505610	Precast Voided Slab Beams	1,309.00	LF	\$ 325.08	\$ 425,529.72
520009	Removable Handrail	12.00	LF	\$ 165.96	\$ 1,991.52
505611	Structural Steel Arch	11,000.00	LB	\$ 5.32	\$ 58,520.00
505612	48" dia. Drilled Shafts	240.00	LF	\$ 429.85	\$ 103,164.00
505613	60" dia. Drilled Shafts	300.00	LF	\$ 576.85	\$ 173,055.00
505614	Canal Lining Replace	700.00	SY	\$ 54.68	\$ 38,276.00
402141	Raised Pavment Marker, Type D	8.00	EA	\$ 15.31	\$ 122.48
402111	4" White Striping (Tape)	150.00	LF	\$ 3.57	\$ 535.50
402112	4" Yellow Striping (Tape)	300.00	LF	\$ 3.57	\$ 1,071.00
	SRP Duct Bank (12 - 3" conduits)	275.00	LF	\$ 325.53	\$ 89,520.75
	Saddleback Fiber Line (4 - 4" ducts)	600.00	LF	\$ 126.97	\$ 76,182.00
	Canal Berms, Dry Up & Pump Around	1.00	LS	\$ 40,335.48	\$ 40,335.48
	Lower/Abandon Communication M.H.	1.00	EA	\$ 4,635.93	\$ 4,635.93
	ALLOWANCES				
	Water Pumping (ALLOWANCE)	1	LS	\$ 100,000.00	\$ 100,000.00
	Shaft Testing (ALLOWANCE)	1	LS	\$ 12,000.00	\$ 12,000.00
	Wet Caisson Drilling (ALLOWANCE)	1	LS	\$ 50,000.00	\$ 50,000.00

\$ 1,889,496.22

FNF Construction City of Scottsdale Pima Road at Arizona Canal Clarifications and Assumptions

- 1) This pricing is based on the following incomplete documents:
 - a. Plans named Pima Road Bridge at Arizona Canal– Project No. SC04, 75% Design, October 2018. Total Pages in Plans 24 Each.
 - b. Premier Draft Geo-tech Report, Project No: 2015001-06, Dated September 28, 2018
 - c. Saddleback conduits are 4 each 4" conduits directionally drilled per the next sheet attached and connected to existing manholes. (fiber by others)
 - d. SRP's duct-bank is made up of 12 each 3" conduits and 2 each ground wires per SRP preliminary drawing attached, trenched and backfilled. (conductors by others)
- 2) City directed changes to the plans and specifications are not contemplated and the costs associated with any unforeseen changes are not included in this pricing. Contractor will be fully compensated for both cost and time impacts due to changes.
- 3) The following are the Owner's Responsibilities and costs and are not included within the pricing:
 - a. Land Acquisition costs
 - b. Special inspection costs
 - c. Legal Fees
 - d. Archaeological and Biological Studies
- 4) This pricing does not include costs for delays or disruptions due to a force majeure, general shortage of materials, equipment, energy or goods in the marketplace, the project schedule, completion dates to reflect the cost and schedule consequences. Contractor will be compensated for any impacts arising due to force majeure.
- 5) Assumes no limitations on hours or days worked.
- 6) Assumes no Rock Excavation, any rock excavation shall be considered added scope.
- 7) Excludes Unidentified Utility Re-location.
- 8) Excludes Utility Conflicts not shown in the plans.
- 9) Assumes that all dirt on site meets the soil requirements that are set forth by the owner and engineer. Any materials found that do not meet material requirements will be considered a changed condition and will be paid for through a change order.
- 10) Excludes SRP and APS utility connections and fees.
- 11) Assumes no noise limitations.
- 12) Bid Item "Water Pumping" is an allowance for storm water overtopping our berms.
- 13) Bid Item "Shaft Testing" is an allowance if the drilled shaft require sonic and/or gamma testing.
- 14) Bid Item "Wet Caisson Drilling" is an allowance for any shafts that need to be constructed under water using polymer slurry. Based upon the borings at the abutments we are assuming we will have all dry holes.
- 15) Assumes no over excavation or re-compaction in the canal where the shotcrete is being replaced. Pricing includes and assumes existing material can be scarified and re-compacted to meet SRP requirements. No material to be hauled off or hauled in to meet compaction requirements under the canal lining.
- 16) Assumes monies can be moved between Bid Items to account for overruns with underruns. The overall GMP will not be exceeded.

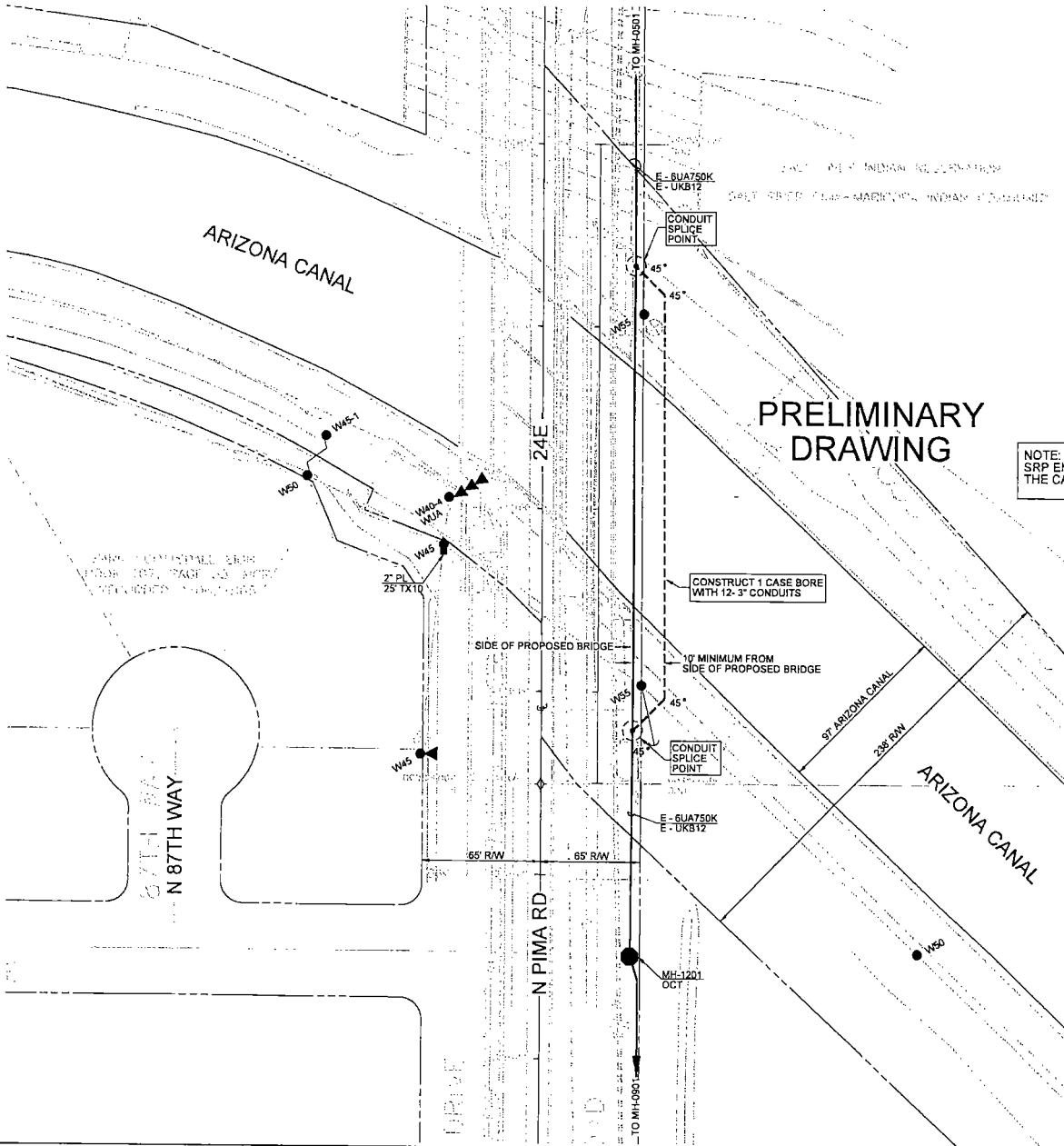
PREMIERENGINEERING CORPORATION
9427 W. CHANDLER BLVD. SUITE 1
CHANDLER, AZ 85226 (480) 829-6000**TEST HOLE SUMMARY**

- 1 City of Scottsdale Sewer (54" Steel) - 19.40' Deep to Top
- 2 City of Scottsdale Sewer (54" Steel) - 20.18' Deep to Top
- 3 Saddleback Communications F/O (12" Steel) - 19.50' Deep to Top
- 4 Saddleback Communications F/O (12" Steel) - 23.00' Deep to Top
- 5 City of Scottsdale Water (30" RCP) - 16.82' Deep to Top
- 6 City of Scottsdale Water (30" RCP) - 15.72' Deep to Top
- 7 SRP Electric (36" Conc Encasement) - 14.50' Deep to Top
- 8 SRP Electric (36" Conc Encasement) - 12.20' Deep to Top



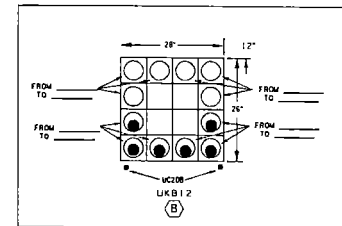
SHEET TITLE
SADDLEBACK RELOCATION

PROJECT TITLE
PIMA ROAD BRIDGE @ ARIZONA CANAL



PRELIMINARY DRAWING

NOTE:
SRP ENGINEERS TO DETERME
THE CASING SIZE AND CONFIGURATION



PRELIMINARY DRAWING

NATURAL GAS YES <input type="checkbox"/> NO <input type="checkbox"/>	
JOB NAME CUS UC COS PIMA RD BRIDGE AT AZ CANAL RELOCATION	
ADDRESS/LOCATION CITY OF SCOTTSDALE	
CONTACT JEREMY RICHTER PHONE 480-312-7869	
BILLING ACCT NO.	
EST. NO.	MAP 1/1/16 57 7N 8SE
ADJACENT BE-07-25	COMP 24.1/106 TO 9/16
AMP NO 13102708	AMP VERSION
CONST CENTER 22860	
ROLLING CODE DDT-14	



FNF Construction, Inc.

6072

Scottsdale: Pima Rd Bridge Over AZ Canal

Greg Harasha

Page 1
10/25/2018 15:22

Cost Report

Activity	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm	Constr	Equip	Sub-Contract	Total
Resource											
BID ITEM = 100	CLIENT# = 105801		Land Item	SCHEDULE: 1	100						
Description = Construction Surveying			Unit = LS	Takeoff Quan:		1.000		Engr Quan:		1.000	
105801	Construction Surveying		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	610	WC:	5507	
4SURVEY	Survey Sub	1.00	1.00 LS	28,756.000					28,756	28,756	
4SURVEY1	Restake at 10%	1.00	1.00 LS	1,500.000					1,500	1,500	
\$30,256.00				[]					30,256	30,256	
									30,256.00	30,256.00	
====> Item Totals: 100 - Construction Surveying											
\$30,256.00				[]					30,256	30,256	
30,256.000	1 LS								30,256.00	30,256.00	
BID ITEM = 200	CLIENT# = 105820		Land Item	SCHEDULE: 1	100						
Description = As-Built			Unit = LS	Takeoff Quan:		1.000		Engr Quan:		1.000	
105820	As-Built		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	610	WC:	5507	
4SURVEY	Survey Sub	1.00	1.00 LS	2,500.000					2,500	2,500	
BID ITEM = 300	CLIENT# = 106001		Land Item	SCHEDULE: 1	100						
Description = Quality Control			Unit = LS	Takeoff Quan:		1.000		Engr Quan:		1.000	
106001	Quality Control		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	610	WC:	5507	
4QC1	Technician Hours	1.00	160.00 HR	45.000					7,200	7,200	
4QC10	Coring	1.00	4.00 EA	20.000					80	80	
4QC11	Coring Equipment	1.00	2.00 DY	58.000					116	116	
4QC12	Professional Enginner Hour	1.00	10.00 HR	95.000					950	950	
4QC13	Project Manager Hours	1.00	10.00 HR	70.000					700	700	
4QC14	Project Coordinator Hours	1.00	20.00 HR	45.000					900	900	
4QC15	Qualiry Control 10% contin	1.00	1.00 LS	2,420.000					2,420	2,420	
4QC2	Trip Charge	1.00	40.00 EA	25.000					1,000	1,000	
4QC3	Proctor ASTM d698 C	1.00	4.00 EA	130.000					520	520	
4QC4	Proctor Per ASTM D698	1.00	8.00 EA	100.000					800	800	
4QC5	Sieve Analysis	1.00	4.00 EA	60.000					240	240	
4QC6	PI Test Wet Prep	1.00	4.00 EA	150.000					600	600	
4QC7	PI Dry Prep	1.00	4.00 EA	50.000					200	200	
4QC8	PH Test	1.00	4.00 EA	160.000					640	640	
4QC9	Compression Test	1.00	40.00 EA	17.000					680	680	
\$17,046.00				[]					17,046	17,046	
									17,046.00	17,046.00	
====> Item Totals: 300 - Quality Control											
\$17,046.00				[]					17,046	17,046	
17,046.000	1 LS								17,046.00	17,046.00	
BID ITEM = 400	CLIENT# = 107001		Land Item	SCHEDULE: 1	100						
Description = Permits & Fees			Unit = LS	Takeoff Quan:		1.000		Engr Quan:		1.000	
00130	PERMITS & FEES		Quan:	1.00 LS	Hrs/Shft:	8.00	Cal:	508	WC:	5507	

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Activity	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM	= 400	CLIENT# = 107001	Land Item	SCHEDULE: 1	100					
Description =	Permits & Fees		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
3PERMIT08	DUST PERMIT	1.00	1.00 LS	1,325.000			1,325			1,325
3PERMIT10	STORM WATER PERMIT	1.00	1.00 LS	850.000			850			850
\$2,175.00				[]			2,175			2,175
							2,175.00			2,175.00
Item Totals:	400	- Permits & Fees								
\$2,175.00				[]			2,175			2,175
2,175.000	1 LS						2,175.00			2,175.00

BID ITEM = 500		CLIENT# = 401001		Land Item	SCHEDULE: 1	100				
Description = Traffic Control				Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000	
401001	Traffic Control			Quan:	120.00 DAY	Hrs/Shft:	10.00	Cal:	610	WC:5507
<u>ZZ</u>	crew on the fly		240.00	CH	Prod:	2.0000 HU	Lab Pcs:	1.00	Eqp Pcs:	1.00
4POLICE	POLICE OFFICERS	1.00	100.00	HR	70.000				7,000	7,000
4TC	Traffic Control (Misc Items	1.00	1.00	LS	1,086.000				1,086	1,086
4TC100	Close Pima Rd. Labor	1.00	2.00	EA	1,086.000				2,172	2,172
4TC110	Service Traffic Cntrl Weekl	1.00	12.00	EA	114.030				1,368	1,368
4TC120	Traffic Cntrl Equip Rent	1.00	60.00	DAY	129.234				7,754	7,754
4TC130	Shoulder Barricade Rent	1.00	60.00	DAY	59.730				3,584	3,584
4TC135	Shoulder Closure Set Rmv	1.00	4.00	EA	347.520				1,390	1,390
4TC4	Message Boards	1.00	120.00	DAY	48.870				5,864	5,864
8TPUJ	Pickup Truck (Job Truc	1.00	240.00	HR	16.000			3,840		3,840
LS08	Traffic Control Person	1.00	240.00	MH	17.930	7,454				7,454
\$41,512.86	2.0000 MH/DAY		240.00	MH	[41.838]	7,454		3,840	30,219	41,513
2.0000	MH/Unit					62.12		32.00	251.82	345.94
<hr/>										
====>	Item Totals:	500	- Traffic Control							
\$41,512.86	240.0000 MH/LS		240.00	MH	[5020.54]	7,454		3,840	30,219	41,513
41,512.860	1 LS					7,454.18		3,840.00	30,218.68	41,512.86

BID ITEM = 550		CLIENT# = 401010		Land Item	SCHEDULE: 1	100		
Description =	Temp Conc Barrier / TIA	Unit =	LF	Takeoff	Quan:	200.000	Engr	Quan: 200.000
07171	TEMP BARRIER INSTALL/RMV	Quan:	200.00 LF	Hrs/Shift:	10.00	Cal: 610	WC: 5506	
4TCB	TCB sub	1.00	200.00 LF		20.000		4,000	4,000
07174	TEMP ATTENUATORS INSTALL/RMV	Quan:	1.00 EA	Hrs/Shift:	10.00	Cal: 610	WC: 5507	
4TCB	TCB sub	1.00	1.00 EA		2,000.000		2,000	2,000
07175	RENT TEMP ATTENUATOR	Quan:	45.00 E/D	Hrs/Shift:	10.00	Cal: 610	WC: 5507	
4TCB	TCB sub	1.00	45.00 E/D		25.000		1,125	1,125
07177	RENT TEMP BARR	Quan:	9,000.00 FTD	Hrs/Shift:	10.00	Cal: 610	WC: 5506	
4TCB	TCB sub	1.00	9,000.00 FTDY		0.050		450	450
Item Totals:		550	- Temp Conc Barrier / TIA					
\$7,575.00					[]		7,575	7,575
37.875		200 LF					37.88	37.88

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Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
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BID ITEM = 600 CLIENT# = 505905 Land Item SCHEDULE: 1 100
 Description = Storm Water Pollution Prevention Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

01120 EROSION/POLLUTION CONTROL Quan: 1.00 LS Hrs/Shift: 10.00 Cal: 610 WC: 5507

ZZ	crew on the fly	8.00	CH	Prod:	0.1250 UH	Lab Pcs:	3.00	Eqp Pcs:	3.00
3SWPP	SWPPP Materials	1.00	1.00 LS	2,000.000		2,000			2,000
8LGT	Grade Tractor	1.00	8.00 HR	31.425				251	251
8P185	P185 Compressor	1.00	8.00 HR	14.378				115	115
8TPU	Pickup	1.00	8.00 HR	16.000				128	128
LU05-A	General/Construction Labor	1.00	8.00 MH	17.930	248				248
OE03-C	Gannon tractor (Ford Ferg)	1.00	8.00 MH	24.090	326				326
OEFM	Operator Foreman	1.00	8.00 MH	40.000	520				520
\$3,588.04	24.0000 MH/LS	24.00	MH	[765.54]	1,094	2,000		494	3,588
24.0000 MH/Unit					1,093.62	2,000.00		494.42	3,588.04

Item Totals: 600 - Storm Water Pollution Prevention
 \$3,588.04 24.0000 MH/LS 24.00 MH [765.54] 1,094 2,000 494 3,588
 3,588.040 1 LS 1,093.62 2,000.00 494.42 3,588.04

BID ITEM = 700 CLIENT# = 800001 Land Item SCHEDULE: 1 100
 Description = Mobilization Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

800001 Mobilization Quan: 1.00 LS Hrs/Shift: 10.00 Cal: 610 WC: 5507

4MILL	Milling Sub	1.00	1.00 EA	1,530.612				1,531	1,531
4SEAL	Sealant Sub	1.00	2.00 EA	500.000				1,000	1,000
4STRI	Striping Sub	1.00	1.00 EA	2,551.020				2,551	2,551
\$5,081.63				[]				5,082	5,082
								5,081.63	5,081.63

00105 MOBE & DEMOBE DIRT EQUIP Quan: 10.00 EA Hrs/Shift: 8.00 Cal: 508 WC: 5507

8TRANS	FNF Transport	100.00	CH	Prod:	10.0000 HU	Lab Pcs:	1.00	Eqp Pcs:	1.00
8TRANS	Transport	1.00	100.00 HR	123.580				12,358	12,358
TK16	Truck, 9-axle (lowbed)	1.00	100.00 MH	17.790	3,341				3,341
\$15,699.06	10.0000 MH/EA	100.00	MH	[177.9]	3,341			12,358	15,699
10.0000 MH/Unit					334.11			1,235.80	1,569.91

00415 STRUCT ACCESS Quan: 1.00 LS Hrs/Shift: 10.00 Cal: 510 WC: 5507

ramps for driller, crane pads for girder erection and other access needs.

ZZ	crew on the fly	40.00	CH	Prod:	4.0000 S	Lab Pcs:	4.00	Eqp Pcs:	4.00
8L966	966 Loader	1.00	40.00 HR	106.177				4,247	4,247
8M140	140H Motor Grader	1.00	40.00 HR	82.077				3,283	3,283
8TPU	Pickup	1.00	40.00 HR	16.000				640	640
8TW4	Water Truck 4Mg	1.00	40.00 HR	54.558				2,182	2,182
OE11-A	Blade (finish)	1.00	40.00 MH	28.440	1,806				1,806
OE11-F	Tractor/Loader (6-<10 cy)	1.00	40.00 MH	28.440	1,806				1,806
OEFM	Operator Foreman	1.00	40.00 MH	40.000	2,467				2,467
TK06-B	H20 Truck (2500-<4000 ga)	1.00	40.00 MH	22.000	1,624				1,624
\$18,055.84	160.0000 MH/LS	160.00	MH	[5230.72]	7,703			10,352	18,056
160.0000 MH/Unit					7,703.36			10,352.48	18,055.84

06690 STRUCTURE MOBE in & out Quan: 10.00 LOA Hrs/Shift: 10.00 Cal: 610 WC: 5222

CARP-F	Carpenter Crew w/ Forklift	40.00	CH	Prod:	4.0000 HU	Lab Pcs:	4.00	Eqp Pcs:	3.00
3PLNT OPEN	Concrete Plant Openings	1.00	1.00 LS	2,500.000		2,500			2,500

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Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub- Contract	Total
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BID ITEM = 700 CLIENT# = 800001 Land Item SCHEDULE: 1 100
Description = Mobilization Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

8FORK	Forklift	1.00	40.00 HR	50.174			2,007		2,007
8TPU	Pickup	1.00	40.00 HR	16.000			640		640
8TRANS	Transport	1.00	40.00 HR	123.580			4,943		4,943
CA01	Carpenter	2.00	80.00 MH	25.480	3,476				3,476
CAFM	Carpenter Foreman	1.00	40.00 MH	40.000	2,634				2,634
TK16	Truck, 9-axle (lowbed)	1.00	40.00 MH	17.790	1,450				1,450
\$17,650.19	16.0000 MH/LOAD	160.00	MH	[507.514]	7,560	2,500	7,590		17,650
16.0000	MH/Unit				756.00	250.00	759.02		1,765.02

00125 WATER SUPPLY Quan: 1.00 LS Hrs/Shift: 10.00 Cal: 610 WC: 5507

2WATER	Water Set up Fee	1.00	1.00 LS	500.000		500			500
2WATER1	Water Monthly Fee	1.00	3.00 MO	250.000		750			750
2WATER2	Buy Water	1.00	1,000.00 MG	1.650		1,650			1,650
\$2,900.00				[]		2,900			2,900
						2,900.00			2,900.00

====> **Item Totals: 700 - Mobilization**

\$59,386.72	420.0000 MH/LS	420.00	MH	[12084.86]	18,604	2,900	2,500	30,301	5,082	59,387
59,386.720	1 LS				18,604.45	2,900.00	2,500.00	30,300.64	5,081.63	59,386.72

BID ITEM = 800 Land Item SCHEDULE: 1 100
Description = On-Site O.H. and GC's***** Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

00101 SUPERVISION Quan: 10.00 WK Hrs/Shift: 8.00 Cal: 508 WC: 5606

8TPUW	PICKUP WEEKLY	1.00	25.00 WK	640.000			16,000		16,000
OH-AP	=> A/P Administrator	1.00	40.00 MH	25.000	1,468				1,468
OH-ES	=> Equip Serv. Administr	1.00	40.00 MH	25.000	1,468				1,468
OH-JC	=> Job Cost Accountant	1.00	40.00 MH	25.000	1,468				1,468
OH-PR	=> Payroll Administrator	1.00	40.00 MH	25.000	1,468				1,468
OHCK	=> Office Clerk	1.00	10.00 WK	500.000	7,938				7,938
OHPE	=> Project Engineer	1.00	10.00 WK	1,600.000	22,536				22,536
OHMSR	=> Senior Project Manage	1.00	5.00 WK	3,000.000	20,603				20,603
OHPS	=> Project Superintendent	1.00	10.00 WK	1,800.000	25,203				25,203
\$98,149.00	16.0000 MH/WK	160.00	MH	[5800]	82,149		16,000		98,149
16.0000	MH/Unit				8,214.90		1,600.00		9,814.90

00120 OFFICE SETUP/OPERATING EXPEN Quan: 2.00 MO Hrs/Shift: 8.00 Cal: 508 WC: 5507

3CONTAINER	JOB CONTAINER	1.00	2.00 EA	2,500.000		5,000			5,000
3OFFICE01	Office Supplies	1.00	2.00 MO	100.000		200			200
3OFFICE02	Office Rent	1.00	2.00 MO	500.000		1,000			1,000
3OFFICE03	Sanitation (J-Johns)	1.00	2.00 MO	300.000		600			600
3OFFICE04	Office Utilities	1.00	2.00 MO	600.000		1,200			1,200
3OFFICE09	Drinking Water & Ice	1.00	2.00 MO	500.000		1,000			1,000
3SETUP01	Build Yard	1.00	1.00 EA	2,500.000		2,500			2,500
3SETUP02	Setup Power Supply	1.00	1.00 LS	1,500.000		1,500			1,500
3SETUP04	Build Temporary Fence	1.00	1.00 EA	1,500.000		1,500			1,500
\$14,500.00				[]		14,500			14,500
						7,250.00			7,250.00

00132 SAFETY & FIRST AID Quan: 8.00 WK Hrs/Shift: 8.00 Cal: 508 WC: 5507

3SAFE1	Safety & First Aid	1.00	8.00 WK	200.000		1,600			1,600
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Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	
BID ITEM = 800			Land Item	SCHEDULE: 1	100					
Description =	On-Site O.H. and GC's*****		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
00135	MISC SMALL TOOLS		Quan:	1.00 LS	Hrs/Shift:	8.00	Cal: 508	WC: 5507		
3MISC	MISC MAT	1.00	1.00 LS	2,500.000			2,500			2,500
00192	Cultural Training		Quan:	80.00 MH	Hrs/Shift:	10.00	Cal: 610	WC: 5507		
Assume 40 men incl subs, 2 hours each										
CA01	=> Carpenter	1.00	80.00 MH	25.480	3,430					3,430
\$3,429.94	1.0000 MH/MH		80.00 MH	[29.728]	3,430					3,430
1.0000 MH/Unit					42.87					42.87
00170	FINAL JOB CLEANUP		Quan:	1.00 LS	Hrs/Shift:	8.00	Cal: 508	WC: 5507		
ZZ	crew on the fly		40.00 CH	Prod:	40.0000 HU	Lab Pcs:	4.00	Eqp Pcs:	2.00	
3MISC	MISC MAT	1.00	1.00 LS	2,500.000			2,500			2,500
8LGT	Grade Tractor	1.00	40.00 HR	31.425				1,257		1,257
8TPU	Pickup	1.00	40.00 HR	16.000				640		640
LS15-B	Conc labor (belt/pipe/hose)	2.00	80.00 MH	18.830	2,286					2,286
OE03-C	Gannon tractor (Ford Ferg)	1.00	40.00 MH	24.090	1,429					1,429
OEFM	Operator Foreman	1.00	40.00 MH	40.000	2,271					2,271
\$10,382.07	160.0000 MH/LS		160.00 MH	[4070]	5,985		2,500	1,897		10,382
160.0000 MH/Unit					5,985.07		2,500.00	1,897.00		10,382.07
00109	MECHANIC		Quan:	2.00 WK	Hrs/Shift:	8.00	Cal: 508	WC: 5507		
8TPU	Pickup	1.00	80.00 HR	16.000				1,280		1,280
OEMC	=> Mechanic	1.00	80.00 MH	27.360	3,213					3,213
\$4,492.61	40.0000 MH/WK		80.00 MH	[1094.4]	3,213			1,280		4,493
40.0000 MH/Unit					1,606.31			640.00		2,246.31
00110	SERVICE TRUCK		Quan:	2.00 WK	Hrs/Shift:	8.00	Cal: 508	WC: 5507		
8TLUBE	Service/Lube Truck	1.00	80.00 HR	24.000				1,920		1,920
OEMC	=> Mechanic	1.00	80.00 MH	27.360	3,213					3,213
\$5,132.61	40.0000 MH/WK		80.00 MH	[1094.4]	3,213			1,920		5,133
40.0000 MH/Unit					1,606.31			960.00		2,566.31
00199	LIGHT PLANTS		Quan:	1.00 MO	Hrs/Shift:	10.00	Cal: 610	WC: 5507		
6 Light Plants for 1 month										
8LTWRM	=> Light Tower/Month	1.00	2.00 MO	1,342.700				2,685		2,685
Item Totals: 800	- On-Site O.H. and GC's*****									
\$142,871.63	560.0000 MH/LS		560.00 MH	[68825.8]	97,989		21,100	23,782		142,872
142,871.630	1 LS				97,989.23		21,100.00	23,782.40		142,871.63

BID ITEM = 1000 CLIENT# = 350001 Land Item SCHEDULE: 1 100
Description = Remove AC Pavement Unit = SY Takeoff Quan: 39.000 Engr Quan: 39.000
small area where median will go back in, will be milled with rest of bridge milling

01382	MILLINGS- SUPPORT		Quan:	5.00 TN	Hrs/Shift:	10.00	Cal: 510	WC: 5507		
ZZ	crew on the fly		1.00 CH	Prod:	5.0000 UH	Lab Pcs:	4.00	Eqp Pcs:	4.00	
3DUMPFEE	Dump Fee	1.00	5.00 TN	39.000			195			195
8BROOM	Broom	1.00	1.00 HR	21.520				22		22
8LGT	Grade Tractor	1.00	1.00 HR	31.425				31		31

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Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	
BID ITEM = 1000	CLIENT# = 350001									
Description =	Remove AC Pavement		Unit =	SY	Takeoff Quan:		39.000	Engr Quan:		39.000
8TPU	Pickup	1.00	1.00 HR	16.000				16		16
8TW4	Water Truck 4Mg	1.00	1.00 HR	54.558				55		55
9SEMI	SEMI END DUMP	1.00	1.00 HR	100.000			100			100
CA01	Carpenter	1.00	1.00 MH	25.480	41					41
OE04-B	Power Broom/concrete pum	1.00	1.00 MH	24.090	39					39
OEFM	Operator Foreman	1.00	1.00 MH	40.000	62					62
TK06-B	H2O Truck (2500-<4000 ga)	1.00	1.00 MH	22.000	41					41
\$600.24	0.8000 MH/TN		4.00 MH	[24.546]	182		295	123		600
0.8000	MH/Unit				36.35		59.00	24.70		120.05
2020088	Milling Sub			Quan: 39.00 SY	Hrs/Shift: 8.00	Cal: 508	WC: 5507			
4MILL	Milling Sub	1.00	39.00 SY	13.453				525		525
Item Totals: 1000 - Remove AC Pavement										
\$1,124.93	0.1025 MH/SY		4.00 MH	[3.147]	182		295	123	525	1,125
28.844	39 SY				4.66		7.56	3.17	13.45	28.84

BID ITEM = 2000	CLIENT# = 350002									
Description =	Mill & Overlay Pavement		Unit =	SY	Takeoff Quan:		454.000	Engr Quan:		454.000
01382	MILLINGS SUPPORT			Quan: 52.00 TN	Hrs/Shift: 10.00	Cal: 510	WC: 5507			
WSP includes haul off and sweep										
ZZ	crew on the fly		4.00 CH	Prod: 13.0000 UH	Lab Pcs:	3.00	Eqp Pcs:	3.00		
8LGT	Grade Tractor	1.00	4.00 HR	31.425			126			126
8TPU	Pickup	1.00	4.00 HR	16.000			64			64
8TW4	Water Truck 4Mg	1.00	4.00 HR	54.558			218			218
OE03-C	Gannon tractor (Ford Ferg)	1.00	4.00 MH	24.090	155					155
OEFM	Operator Foreman	1.00	4.00 MH	40.000	247					247
TK06-B	H2O Truck (2500-<4000 ga)	1.00	4.00 MH	22.000	162					162
\$971.86	0.2307 MH/TN		12.00 MH	[7.285]	564		408			972
0.2308	MH/Unit				10.84		7.84			18.69
2020088	Milling Sub & Mobe			Quan: 454.00 SY	Hrs/Shift: 8.00	Cal: 508	WC: 5507			
4MILL	Milling Sub	1.00	454.00 SY	13.453				6,108		6,108
04305	BUY CONSUMABLES			Quan: 40.00 TN	Hrs/Shift: 10.00	Cal: 610	WC: 5507			
3ACCONSUM	AC Consumables	1.00	40.00 TON	10.000			400			400
04210	AC MIX BUY			Quan: 45.00 TN	Hrs/Shift: 10.00	Cal: 610	WC: 5507			
2AC38	3/8" AC	1.00	45.00 TN	76.900		3,461				3,461
2ACENV	AV Env Fees	1.00	2.00 LD	3.000		6				6
\$3,466.50				[]		3,467				3,467
						77.03				77.03
04380	AC LAY STREETS			Quan: 40.00 TN	Hrs/Shift: 10.00	Cal: 610	WC: 5507			

4 hour min on a paving crew

PAVES	Pave City Streets		4.00 CH	Prod: 10.0000 UH	Lab Pcs:	10.00	Eqp Pcs:	7.00		
8BROOM	Broom	1.00	4.00 HR	21.520			86			86
8LGT	Grade Tractor	1.00	4.00 HR	31.425			126			126
8PAVER	Laydown Machine	1.00	4.00 HR	230.334			921			921
8RVIB	Vibratory Roller	2.00	8.00 HR	49.780			398			398

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Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	
BID ITEM = 2000	CLIENT# = 350002									
Description =	Mill & Overlay Pavement		Unit =	SY	Takeoff	Quan:	454.000	Engr	Quan:	454.000
8TPU	Pickup	1.00	4.00 HR	16.000				64		64
8TW4	Water Truck 4Mg	1.00	4.00 HR	54.558				218		218
LS18-B	Asphalt raker/ironer	1.00	4.00 MH	21.330	146					146
LU05-A	General/Construction Labor	2.00	8.00 MH	17.930	248					248
OE04-B	Power Broom/concrete pum	1.00	4.00 MH	24.090	163					163
OE07-B	Screed (AC & concrete)	1.00	4.00 MH	27.360	183					183
OE08-E	Roller (asphalt & finish)	2.00	8.00 MH	27.360	367					367
OE09-I	Paver (Barber-Greene)	1.00	4.00 MH	27.360	183					183
OEPS	Paving Super	1.00	4.00 MH	49.000	316					316
TK06-B	H2O Truck (2500-<4000 ga)	1.00	4.00 MH	22.000	170					170
\$3,588.65	1.0000 MH/TN	40.00 MH	[30.535]	1,775				1,814		3,589
1.0000 MH/Unit				44.38				45.34		89.72
04440	TACK COAT COMPLETE			Quan: 454.00 SY	Hrs/Shift: 8.00	Cal: 508	WC: 5507			
ZZ	crew on the fly	1.06 CH	Prod: 426.0111 UH	Lab Pcs: 0.00	Eqp Pcs: 0.00					
2TACK	TACK--SS-1H DILUTED	1.00	1.00 TN	500.000	500					500
3BOOTRUCK	Boot Truck	1.00	4.00 HR	200.000		800				800
\$1,300.00			[]		500	800				1,300
					1.10	1.76				2.86
Item Totals:	2000 - Mill & Overlay Pavement									
\$15,834.99	0.1145 MH/SY	52.00 MH	[3.525]	2,339	3,967	1,200	2,222	6,108		15,835
34.879	454 SY			5.15	8.74	2.64	4.89	13.45		34.88
BID ITEM = 3900	CLIENT# = 336002									
Description =	Saw/Seal/Exc Toe Canal Lining 4"		Unit =	LF	Takeoff	Quan:	400.000	Engr	Quan:	400.000
336002	Sawcut Canal Lining 4"			Quan: 400.00 LF	Hrs/Shift: 8.00	Cal: 508	WC: 5507			
4SAW	Sawcut Pavement	1.00	400.00 LF	4.000				1,600		1,600
4SAW_MOBE	Mobe Sawcutter	1.00	2.00 EA	500.000				1,000		1,000
4SEAL	Sealant Sub	1.00	400.00 EA	6.000				2,400		2,400
\$5,000.00			[]					5,000		5,000
								12.50		12.50
3900	Hand ex. liner under lap			Quan: 400.00 LF	Hrs/Shift: 10.00	Cal: 610	WC: 5507			
400 LF hand dig lining under lap.										
CA01	=> Carpenter	1.00	10.00 MH	25.480	429					429
LU05-A	=> General/Construction L	1.00	10.00 MH	17.930	311					311
\$739.33	0.0500 MH/LF	20.00 MH	[1.266]	739						739
0.0500 MH/Unit				1.85						1.85
Item Totals:	3900 - Saw/Seal/Exc Toe Canal Lining 4"									
\$5,739.33	0.0500 MH/LF	20.00 MH	[1.266]	739				5,000		5,739
14.348	400 LF			1.85				12.50		14.35
BID ITEM = 4000	CLIENT# = 350072									
Description =	Remove Canal Lining		Unit =	SY	Takeoff	Quan:	700.000	Engr	Quan:	700.000
	4 strips of channel lining.									
01332	REMOVE CANAL LINING			Quan: 80.00 CY	Hrs/Shift: 10.00	Cal: 610	WC: 5507			

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Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	
BID ITEM = 4000	CLIENT# = 350072									
Description =	Remove Canal Lining		Land Item Unit =	SCHEDULE: 1 100	Takeoff Quan:	700.000	Engr Quan:	700.000		
<u>DEMO1</u>	Light Demo		30.00 CH	Prod:	2.6667 UH	Lab Pcs:	4.00	Eqp Pcs:	5.00	
8E580BR	580 with hyd breaker	1.00	30.00 HR	52.448				1,573		1,573
8L950	950 Loader	1.00	30.00 HR	87.573				2,627		2,627
8P185	P185 Compressor	1.00	30.00 HR	14.378				431		431
8TPU	Pickup	1.00	30.00 HR	16.000				480		480
8TW4	Water Truck 4Mg	1.00	30.00 HR	54.558				1,637		1,637
CA01	Carpenter	1.00	30.00 MH	25.480	1,286					1,286
OE06-A	Front end loader (1.5-3 cy)	1.00	30.00 MH	24.090	1,221					1,221
OEFM	Operator Foreman	1.00	30.00 MH	40.000	1,948					1,948
TK06-B	H20 Truck (2500-<4000 ga)	1.00	30.00 MH	22.000	1,273					1,273
\$12,477.05	1.5000 MH/CY	120.00 MH		[48.813]	5,728			6,749		12,477
1.5000 MH/Unit					71.60			84.36		155.96

01370 **Removals, haul off & dump fees** **Quan: 300.00 LF Hrs/Shift: 10.00 Cal: 610 WC: 5507**

3DUMPFEE	Dump Fee	1.00	160.00 TN	39.000		6,240				6,240
9SEMI	SEMI END DUMP	1.00	16.00 HR	100.000		1,600				1,600
\$7,840.00				[]		7,840				7,840
						26.13				26.13

====> **Item Totals: 4000 - Remove Canal Lining**

\$20,317.05	0.1714 MH/SY	120.00 MH		[5.579]	5,728	7,840	6,749			20,317
29.024	700 SY				8.18	11.20	9.64			29.02

BID ITEM = 4100	CLIENT# = 350113									
Description =	Remove Bridge Railing		Land Item Unit =	SCHEDULE: 1 100	Takeoff Quan:	240.000	Engr Quan:	240.000		
	2 barrier runs,			LF						

01370 **Removals, haul off & dump fees** **Quan: 240.00 LF Hrs/Shift: 10.00 Cal: 610 WC: 5507**

3DUMPFEE	Dump Fee	1.00	50.00 TN	39.000		1,950				1,950
9SEMI	SEMI END DUMP	1.00	4.00 HR	100.000		400				400
\$2,350.00				[]		2,350				2,350
						9.79				9.79

1309 **Remove Bridge Railing** **Quan: 24.00 CY Hrs/Shift: 10.00 Cal: 510 WC: 5507**

<u>DEMO1</u>	Light Demo		10.00 CH	Prod:	2.4000 UH	Lab Pcs:	7.00	Eqp Pcs:	5.00	
8EX320BR	Cat 320 w/hyd breaker	1.00	10.00 HR	123.390				1,234		1,234
8LGT	Grade Tractor	1.00	10.00 HR	31.425				314		314
8P185	P185 Compressor	1.00	10.00 HR	14.378				144		144
8TPU	Pickup	1.00	10.00 HR	16.000				160		160
8TW4	Water Truck 4Mg	1.00	10.00 HR	54.558				546		546
CA01	Carpenter	2.00	20.00 MH	25.480	815					815
CAFM	Carpenter Foreman	1.00	10.00 MH	40.000	617					617
OE03-C	Gannon tractor (Ford Ferg)	1.00	10.00 MH	24.090	387					387
OE06-A	Front end loader (1.5-3 cy)	1.00	10.00 MH	24.090	387					387
OE14	Wheel Excavator/Rock Tren	1.00	10.00 MH	29.470	467					467
TK06-B	H20 Truck (2500-<4000 ga)	1.00	10.00 MH	22.000	406					406
\$5,476.52	2.9166 MH/CY	70.00 MH		[87.363]	3,079			2,398		5,477
2.9167 MH/Unit					128.29			99.90		228.19

====> **Item Totals: 4100 - Remove Bridge Railing**

\$7,826.52	0.2916 MH/LF	70.00 MH		[8.736]	3,079	2,350	2,398			7,827
32.611	240 LF				12.83	9.79	9.99			32.61

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Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	

BID ITEM = 4200 CLIENT# = 350323 Land Item SCHEDULE: 1 100
Description = Remove Bridge Substructure Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000
2 pier bull noses, 2 abut corners including cutting down flush for new beam to fit just right,
and minor work at SW corner of existing bridge

85 Sawcut for Removals haul off Quan: 300.00 LF Hrs/Shift: 10.00 Cal: 610 WC: 5507

3DUMPFEE	Dump Fee	1.00	5.00 TN	39,000			195			195
3SAW_WALL	Wall Saw	1.00	500.00 INFT	10,000			5,000			5,000
4SAW_MOBE	Mobe Sawcutter	1.00	1.00 EA	500,000					500	500
9SEMI	SEMI END DUMP	1.00	2.00 HR	100,000			200			200
\$5,895.00				[]			5,395		500	5,895
							17.98		1.67	19.65

01310 REMOVE CONC Pier & Abut Quan: 1.00 LS Hrs/Shift: 10.00 Cal: 610 WC: 5507

DEMO1	Light Demo		10.00 CH	Prod: 0.1000 UH	Lab Pcs: 8.00	Eqp Pcs: 4.00
8E580BR	580 with hyd breaker	1.00	10.00 HR	52,448		524
8LGT	Grade Tractor	1.00	10.00 HR	31,425		314
8P185	P185 Compressor	1.00	10.00 HR	14,378		144
8TPU	Pickup	1.00	10.00 HR	16,000		160
CA01	Carpenter	5.00	50.00 MH	25,480	2,144	2,144
OE03-C	Gannon tractor (Ford Ferg)	1.00	10.00 MH	24,090	407	407
OE06-A	Front end loader (1.5-3 cy)	1.00	10.00 MH	24,090	407	407
OEFM	Operator Foreman	1.00	10.00 MH	40,000	649	649
\$4,749.65	80.0000 MH/LS		80.00 MH	[2515.18]	3,607	1,143
80.0000 MH/Unit				3,607.14	1,142.51	4,749.65

====> Item Totals: 4200 - Remove Bridge Substructure
\$10,644.65 80.0000 MH/LS 80.00 MH [2515.18] 3,607 5,395 1,143 500 10,645
10,644.650 1 LS 3,607.14 5,395.00 1,142.51 500.00 10,644.65

BID ITEM = 10000 CLIENT# = 206001 Land Item SCHEDULE: 1 100
Description = Structure Excavation Unit = CY Takeoff Quan: 333.000 Engr Quan: 333.000

06148 EXC TO Waste Quan: 333.00 CY Hrs/Shift: 10.00 Cal: 610 WC: 5507

4 slots, 2.5 hours each, 2 sides of the canal,

STREX3	Large Struct Ex & Bf		10.00 CH	Prod: 33.3000 UH	Lab Pcs: 5.00	Eqp Pcs: 4.00
8E320	320 Cat Backhoe	1.00	10.00 HR	56,090		561
8L950	950 Loader	1.00	10.00 HR	87,573		876
8TPU	Pickup	1.00	10.00 HR	16,000		160
8TW4	Water Truck 4Mg	1.00	10.00 HR	54,558		546
9HAULOFF	Haul off waste soil	1.00	300.00 CY	10,000	3,000	3,000
OE09-F	FE Loader (>3 <6 cy)	1.00	10.00 MH	27,360	458	458
OE11-E	Grade checker	1.00	10.00 MH	28,440	475	475
OE11-G	Backhoe (up to 10 cy)	1.00	10.00 MH	28,440	475	475
OEFM	Operator Foreman	1.00	10.00 MH	40,000	649	649
TK06-B	H20 Truck (2500-<4000 ga)	1.00	10.00 MH	22,000	424	424
\$7,624.23	0.1501 MH/CY		50.00 MH	[5.124]	2,482	3,000
0.1502 MH/Unit				7.45	9.01	6.43
						22.90

05302 POTHOLING Quan: 4.00 EA Hrs/Shift: 10.00 Cal: 510 WC: 5507

CMP580	Case 580 Pipe Crew		10.00 CH	Prod: 2.5000 HU	Lab Pcs: 6.00	Eqp Pcs: 6.00
8E580	Case 580 Backhoe	1.00	10.00 HR	31,692		317
8TFLAT	Flatrack 1 Ton	1.00	10.00 HR	16,000		160
8TPU	Pickup	1.00	10.00 HR	16,000		160

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Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	
BID ITEM = 10000	CLIENT# = 206001			Land Item	SCHEDULE: 1	100				
Description =	Structure Excavation			Unit =	CY	Takeoff Quan:	333.000	Engr Quan:		333.000
8TW4	Water Truck 4Mg	1.00	10.00	HR	54.558			546		546
8VACUUM	VACUUM TRAILER	1.00	10.00	HR	38.500			385		385
8WKR	Wacker	1.00	10.00	HR	7.570			76		76
CA01	Carpenter	1.00	10.00	MH	25.480	408				408
LS14-B	Pipelayer	1.00	10.00	MH	21.330	346				346
LS17	Jackhamer, Tamper, Wacke	1.00	10.00	MH	21.330	346				346
OE07-A	Backhoe (<1 cy MRC)	1.00	10.00	MH	27.360	436				436
OEFM	Operator Foreman	1.00	10.00	MH	40.000	617				617
TK06-B	H20 Truck (2500-<4000 ga)	1.00	10.00	MH	22.000	406				406
\$4,201.46	15.0000 MH/EA		60.00	MH	[433.125]	2,558		1,643		4,201
15.0000	MH/Unit				639.57			410.80		1,050.37
====>	Item Totals:	10000	-	Structure Excavation						
\$11,825.69	0.3303 MH/CY		110.00	MH	[10.326]	5,040	3,000	3,785		11,826
35.513	333 CY					15.14	9.01	11.37		35.51
BID ITEM = 20000	CLIENT# = 206101			Land Item	SCHEDULE: 1	100				
Description =	Structure Backfill			Unit =	CY	Takeoff Quan:	180.000	Engr Quan:		180.000
06149	BUY STRUCT BF			Quan:	180.00 CY	Hrs/Shift:	8:00	Cal:	508	WC: 5507
2STRBKFL	Structure Backfill	1.00	360.00	TN	12.000	4,320				4,320
06151	STRUCT/NATIVE BF			Quan:	250.00 CY	Hrs/Shift:	10:00	Cal:	510	WC: 5507
STREX3	Large Struct Ex & Bf		10.00	CH	Prod:	25.0000 UH	Lab Pcs:	6.00	Eqp Pcs:	5.00
8L950	950 Loader	1.00	10.00	HR	87.573			876		876
8TPU	Pickup	1.00	10.00	HR	16.000			160		160
8TW4	Water Truck 4Mg	1.00	10.00	HR	54.558			546		546
8WKR	Wacker	2.00	20.00	HR	7.570			151		151
CA01	Carpenter	1.00	10.00	MH	25.480	408				408
LS15-B	Conc labor (belt/pipe/hose)	1.00	10.00	MH	18.830	309				309
LU05-A	General/Construction Labor	1.00	10.00	MH	17.930	296				296
OE09-F	FE Loader (>3 <6 cy)	1.00	10.00	MH	27.360	436				436
OEFM	Operator Foreman	1.00	10.00	MH	40.000	617				617
TK06-B	H20 Truck (2500-<4000 ga)	1.00	10.00	MH	22.000	406				406
\$4,203.52	0.2400 MH/CY		60.00	MH	[6.67]	2,471		1,733		4,204
0.2400	MH/Unit					9.88		6.93		16.81
06152	DRAINAGE BOARD			Quan:	1,000.00 SF	Hrs/Shift:	8:00	Cal:	508	WC: 5222
CARP	Carpenter Crew		2.00	CH	Prod:	166.6667 UM	Lab Pcs:	3.00	Eqp Pcs:	1.00
2GEODRAIN	Geocomposite Drainboard	1.00	1,000.00	SF	0.500	500				500
8TPU	Pickup	1.00	2.00	HR	16.000			32		32
CA01	Carpenter	2.00	4.00	MH	25.480	153				153
CAFM	Carpenter Foreman	1.00	2.00	MH	40.000	115				115
\$800.08	0.0060 MH/SF		6.00	MH	[0.182]	268	500	32		800
0.0060	MH/Unit					0.27	0.50	0.03		0.80
====>	Item Totals:	20000	-	Structure Backfill						
\$9,323.60	0.3666 MH/CY		66.00	MH	[10.275]	2,739	4,820	1,765		9,324
51.798	180 CY					15.22	26.78	9.80		51.80

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Activity	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm	Constr	Equip	Sub-Contract	Total
Resource											
<hr/>											
BID ITEM = 30000 CLIENT# = 505202 Land Item SCHEDULE: 1 100											
Description = Combo Ped Railing / Sidewalk				Unit = LF		Takeoff Quan:		133.000		Engr Quan:	133.000
<hr/>											
80	Parapet Rebar & Railing Subs				Quan:	133.00 LF	Hrs/Shift:	8.00	Cal:	508	WC: 5507
4RAIL	Railing Sub	1.00	133.00	LF		146.140				19,437	19,437
4REBAR	Rebar Sub	1.00	133.00	LF		27.693				3,683	3,683
\$23,119.91						[]				23,120	23,120
										173.83	173.83
<hr/>											
06905	BUY CONSUMABLES				Quan:	50.00 CY	Hrs/Shift:	8.00	Cal:	508	WC: 5507
3BARRCONSUM	BARRIER CONSUMABL	1.00	50.00	CY		35.000			1,750		1,750
3BARRFORMS	FNF BARRIER FORMS	1.00	133.00	LF		2.000			266		266
\$2,016.00						[]			2,016		2,016
									40.32		40.32
<hr/>											
06908	BUY PERMANENT MATERIALS				Quan:	54.00 CY	Hrs/Shift:	8.00	Cal:	508	WC: 5507
24000	4000 PSI CONC	1.00	54.00	CY		83.500			4,509		4,509
2CONCTEMPE	TEMP CONTROL	1.00	54.00	CY		5.000			270		270
\$4,779.00						[]			4,779		4,779
									88.50		88.50
<hr/>											
06912	ASSEMBLE/MOVE BARRIER FORMS				Quan:	133.00 LF	Hrs/Shift:	10.00	Cal:	510	WC: 5222
<u>ZZ</u>	crew on the fly			8.00 CH	Prod:	16.6250 UH	Lab Pcs:	6.00	Eqp Pcs:	2.00	
8FORK	Forklift	1.00	8.00	HR		50.174			401		401
8TPU	Pickup	1.00	8.00	HR		16.000			128		128
CA01	Carpenter	4.00	32.00	MH		25.480	1,323				1,323
CAFM	Carpenter Foreman	1.00	8.00	MH		40.000	501				501
TK02	Forklift Driver	1.00	8.00	MH		17.180	231				231
\$2,583.86	0.3609 MH/LF		48.00	MH		[10.527]	2,054		529		2,584
0.3609 MH/Unit							15.45		3.98		19.43
<hr/>											
06913	F/S BARRIER FORMS				Quan:	133.00 LF	Hrs/Shift:	10.00	Cal:	510	WC: 5222
<u>ZZ</u>	crew on the fly			10.00 CH	Prod:	13.3000 UH	Lab Pcs:	6.00	Eqp Pcs:	2.00	
8FORK	Forklift	1.00	10.00	HR		50.174			502		502
8TPU	Pickup	1.00	10.00	HR		16.000			160		160
CA01	Carpenter	4.00	40.00	MH		25.480	1,654				1,654
CAFM	Carpenter Foreman	1.00	10.00	MH		40.000	626				626
TK02	Forklift Driver	1.00	10.00	MH		17.180	289				289
\$3,229.83	0.4511 MH/LF		60.00	MH		[13.159]	2,568		662		3,230
0.4511 MH/Unit							19.31		4.98		24.28
<hr/>											
06918	BARRIER SANDBLAST JOINTS				Quan:	1,197.00 SF	Hrs/Shift:	8.00	Cal:	508	WC: 5507
<u>ZZ</u>	crew on the fly			8.00 CH	Prod:	149.6250 UH	Lab Pcs:	2.00	Eqp Pcs:	1.00	
8P185	P185 Compressor	1.00	8.00	HR		14.378			115		115
CA01	Carpenter	2.00	16.00	MH		25.480	602				602
\$716.69	0.0133 MH/SF		16.00	MH		[0.341]	602		115		717
0.0134 MH/Unit							0.50		0.10		0.60
<hr/>											
06916	BARRIER POUR CONCRETE				Quan:	15.00 CY	Hrs/Shift:	8.00	Cal:	508	WC: 5507
<u>ZZ</u>	crew on the fly			4.00 CH	Prod:	3.7500 UH	Lab Pcs:	5.00	Eqp Pcs:	2.00	
8P185	P185 Compressor	1.00	4.00	HR		14.378			58		58
8TPU	Pickup	1.00	4.00	HR		16.000			64		64
CA01	Carpenter	4.00	16.00	MH		25.480	602				602

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Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	
BID ITEM = 30000 CLIENT# = 505202 Land Item SCHEDULE: 1 100										
Description =	Combo Ped Railing / Sidewalk		Unit =	LF	Takeoff	Quan:	133.000	Engr	Quan:	133.000
CAFM	Carpenter Foreman	1.00	4.00 MH	40.000	227					227
\$950.23	1.3333 MH/CY	20.00 MH	[37.845]	829				122		950
1.3333 MH/Unit				55.25				8.10		63.35
06914 BARRIER, CURE & PATCH Quan: 798.00 SF Hrs/Shift: 8:00 Cal: 508 WC: 5222										
ZZ	crew on the fly		8.00 CH	Prod:	99.7500 UH	Lab Pcs:	2.00	Eqp Pcs:		1.00
8P185	P185 Compressor	1.00	8.00 HR	14.378				115		115
CM02	Mason	2.00	16.00 MH	19.280	474					474
\$588.97	0.0200 MH/SF	16.00 MH	[0.387]	474				115		589
0.0201 MH/Unit				0.59				0.14		0.74
06992 FORM, SIDEWALK Quan: 133.00 LF Hrs/Shift: 10:00 Cal: 510 WC: 5507										
CARP-F	Carpenter Crew w/ Forklift		5.00 CH	Prod:	5.3200 UM	Lab Pcs:	5.00	Eqp Pcs:		3.00
8FORK	Forklift	1.00	5.00 HR	50.174				251		251
8P185	P185 Compressor	1.00	5.00 HR	14.378				72		72
8TPU	Pickup	1.00	5.00 HR	16.000				80		80
CA01	Carpenter	4.00	20.00 MH	25.480	815					815
CAFM	Carpenter Foreman	1.00	5.00 MH	40.000	308					308
\$1,526.43	0.1879 MH/LF	25.00 MH	[5.869]	1,124				403		1,526
0.1880 MH/Unit				8.45				3.03		11.48
07000 4" PVC Conduit Quan: 266.00 LF Hrs/Shift: 8:00 Cal: 508 WC: 5507										
2PVC_4"EXP	4" PVC Exp coupler	1.00	4.00 EA	100.000		400				400
2PVC4"	4" PVC Conduits	1.00	280.00 LF	3.000		840				840
CA01	=> Carpenter	1.00	4.00 MH	25.480	150					150
\$1,390.42	0.0150 MH/LF	4.00 MH	[0.383]	150	1,240					1,390
0.0150 MH/Unit				0.57	4.66					5.23
06993 POUR, SIDEWALK Quan: 35.00 CY Hrs/Shift: 10:00 Cal: 510 WC: 5507										
CARP-F	Carpenter Crew w/ Forklift		5.00 CH	Prod:	7.0000 UH	Lab Pcs:	6.00	Eqp Pcs:		3.00
8FORK	Forklift	1.00	5.00 HR	50.174				251		251
8P185	P185 Compressor	1.00	5.00 HR	14.378				72		72
8TPU	Pickup	1.00	5.00 HR	16.000				80		80
CA01	Carpenter	3.00	15.00 MH	25.480	611					611
CAFM	Carpenter Foreman	1.00	5.00 MH	40.000	308					308
CM02	Mason	2.00	10.00 MH	19.280	316					316
\$1,638.36	0.8571 MH/CY	30.00 MH	[24.357]	1,236				403		1,638
0.8571 MH/Unit				35.30				11.51		46.81
06981 RAILING EMBEDS Quan: 16.00 EA Hrs/Shift: 8:00 Cal: 508 WC: 5222										
CA01	=> Carpenter	1.00	4.00 MH	25.480	153					153
\$152.73	0.2500 MH/EA	4.00 MH	[6.37]	153						153
0.2500 MH/Unit				9.55						9.55
06994 Cover Plates Quan: 2.00 EA Hrs/Shift: 8:00 Cal: 508 WC: 5507										
2CVRPLATES	Sidewalk Cover Plates	1.00	2.00 EA	500.000		1,000				1,000
CA01	=> Carpenter	1.00	4.00 MH	25.480	150					150
\$1,150.42	2.0000 MH/EA	4.00 MH	[50.96]	150	1,000					1,150
2.0000 MH/Unit				75.21	500.00					575.21
Item Totals: 30000 - Combo Ped Railing / Sidewalk										
\$43,842.85	1.7067 MH/LF	227.00 MH	[47.916]	9,340	7,019	2,016	2,348	23,120		43,843
329.645	133 LF			70.22	52.77	15.16	17.66	173.83		329.65

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Cost Report

Activity	Desc	Quantity	Unit	Unit Cost	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs				Material	Matl/Exp	Ment	Contract	

BID ITEM = 40000 CLIENT# = 505203 Land Item SCHEDULE: 1 100
Description = F-Shape Conc Barr on Existing Bridge Unit = LF Takeoff Quan: 118.000 Engr Quan: 118.000
On existing bridge, added for SW bridge corner work 20 SF D/W, 4 LF curb

06450 DOWELS Quan: 300.00 EA Hrs/Shift: 10.00 Cal: 610 WC: 5507

CA01	CARPENTER		25.00	CH	Prod:	12.0000	UH	Lab Pcs:	4.00	Eqp Pcs:	2.00
2DOWEL10	GROUT FOR DOWELS	1.00	300.00	EA	2.000		600				600
8P185	P185 Compressor	1.00	25.00	HR	14.378			359			359
8TPU	Pickup	1.00	25.00	HR	16.000			400			400
CA01	Carpenter	3.00	75.00	MH	25.480	3,216					3,216
CAFM	Carpenter Foreman	1.00	25.00	MH	40.000	1,624					1,624
\$6,198.61	0.3333 MH/EA		100.00	MH	[11.321]	4,839	600		759		6,199
0.3333 MH/Unit						16.13	2.00		2.53		20.66

505203 BARRIER REBAR Quan: 118.00 LF Hrs/Shift: 8.00 Cal: 508 WC: 5507

4REBAR	Rebar Sub	1.00	118.00	LF	13.265				1,565		1,565
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06905 BUY CONSUMABLES Quan: 12.00 CY Hrs/Shift: 8.00 Cal: 508 WC: 5507

3BARRCONSUM	BARRIER CONSUMABL	1.00	12.00	CY	35.000			420			420
3BARRFORMS	FNF BARRIER FORMS	1.00	118.00	LF	2.000			236			236
\$656.00					[]			656			656
								54.67			54.67

06908 BUY PERMANENT MATERIALS Quan: 15.00 CY Hrs/Shift: 8.00 Cal: 508 WC: 5507

24000	4000 PSI CONC	1.00	15.00	CY	83.500			1,253			1,253
2CONCTEMPE	TEMP CONTROL	1.00	15.00	CY	5.000			75			75
\$1,327.50					[]			1,328			1,328
								88.50			88.50

06912 ASSEMBLE/MOVE BARRIER FORMS Quan: 118.00 LF Hrs/Shift: 10.00 Cal: 510 WC: 5222

HALF THE QUANTITY											
ZZ	crew on the fly		8.00	CH	Prod:	14.7500	UH	Lab Pcs:	6.00	Eqp Pcs:	2.00
8FORK	Forklift	1.00	8.00	HR	50.174			401			401
8TPU	Pickup	1.00	8.00	HR	16.000			128			128
CA01	Carpenter	4.00	32.00	MH	25.480	1,323					1,323
CAFM	Carpenter Foreman	1.00	8.00	MH	40.000	501					501
TK02	Forklift Driver	1.00	8.00	MH	17.180	231					231
\$2,583.86	0.4067 MH/LF		48.00	MH	[11.865]	2,054			529		2,584
0.4068 MH/Unit						17.41			4.49		21.90

06913 F/S BARRIER FORMS Quan: 118.00 LF Hrs/Shift: 10.00 Cal: 610 WC: 5222

ZZ	crew on the fly		10.00	CH	Prod:	11.8000	UH	Lab Pcs:	7.00	Eqp Pcs:	2.00
8FORK	Forklift	1.00	10.00	HR	50.174			502			502
8TPU	Pickup	1.00	10.00	HR	16.000			160			160
CA01	Carpenter	5.00	50.00	MH	25.480	2,173					2,173
CAFM	Carpenter Foreman	1.00	10.00	MH	40.000	659					659
TK02	Forklift Driver	1.00	10.00	MH	17.180	303					303
\$3,795.66	0.5932 MH/LF		70.00	MH	[18.25]	3,134			662		3,796
0.5932 MH/Unit						26.56			5.61		32.17

06918 BARRIER SANDBLAST JOINTS Quan: 158.00 SF Hrs/Shift: 10.00 Cal: 610 WC: 5507

ZZ	crew on the fly		2.00	CH	Prod:	79.0000	UH	Lab Pcs:	2.00	Eqp Pcs:	1.00
8P185	P185 Compressor	1.00	2.00	HR	14.378			29			29
CA01	Carpenter	2.00	4.00	MH	25.480	172					172

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Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	
BID ITEM = 40000 CLIENT# = 505203 Land Item SCHEDULE: 1 100										
Description =	F-Shape Conc Barr on Existing Bridge		Unit =	LF	Takeoff Quan:		118.000	Engr Quan:		118.000
\$200.25	0.0253 MH/SF	4.00	MH	[0.753]	172			29		200
0.0253 MH/Unit					1.09			0.18		1.27
06916 BARRIER POUR CONCRETE Quan: 12.00 CY Hrs/Shift: 10.00 Cal: 610 WC: 5507										
ZZ	crew on the fly		2.00	CH	Prod:	6.0000	UH	Lab Pcs:	6.00	Eqp Pcs: 2.00
8P185	P185 Compressor	1.00	2.00	HR	14.378			29		29
8TPU	Pickup	1.00	2.00	HR	16.000			32		32
CA01	Carpenter	5.00	10.00	MH	25.480	429				429
CAFM	Carpenter Foreman	1.00	2.00	MH	40.000	130				130
\$619.38	1.0000 MH/CY	12.00	MH	[32.552]	559			61		619
1.0000 MH/Unit					46.55			5.06		51.62
06914 BARRIER CURE & PATCH Quan: 668.00 SF Hrs/Shift: 10.00 Cal: 610 WC: 5222										
ZZ	crew on the fly		8.00	CH	Prod:	83.5000	UH	Lab Pcs:	2.00	Eqp Pcs: 1.00
8P185	P185 Compressor	1.00	8.00	HR	14.378			115		115
CM02	Mason	2.00	16.00	MH	19.280	538				538
\$652.77	0.0239 MH/SF	16.00	MH	[0.539]	538			115		653
0.0240 MH/Unit					0.81			0.17		0.98
Item Totals: 40000 - F-Shape Conc Barr on Existing Bridge										
\$17,599.34	2.1186 MH/LF	250.00	MH	[66.265]	11,295	1,928	656	2,155	1,565	17,599
149.147	118 LF				95.72	16.33	5.56	18.26	13.27	149.15
BID ITEM = 50000 CLIENT# = 505501 Land Item SCHEDULE: 1 100										
Description =	Reinforcing Steel		Unit =	LB	Takeoff Quan:		62,000.000	Engr Quan:		62,000.000
60,000 new bridge, 2000 in old bridge parapet										
110 REINFORCING STEEL Quan: 62,000.00 LB Hrs/Shift: 8.00 Cal: 508 WC: 5507										
4REBAR	Rebar Sub	1.00	62,000.00	LB	0.841			52,192		52,192
06402 REBAR HOISTING Quan: 62,000.00 LB Hrs/Shift: 8.00 Cal: 508 WC: 5222										
CA01	CARPENTER		8.00	CH	Prod:	1.0000	S	Lab Pcs:	2.00	Eqp Pcs: 1.00
8FORK	Forklift	1.00	8.00	HR	50.174			401		401
CA01	Carpenter	2.00	16.00	MH	25.480	611				611
\$1,012.32	0.0002 MH/LB	16.00	MH	[0.007]	611			401		1,012
0.0003 MH/Unit					0.01			0.01		0.02
Item Totals: 50000 - Reinforcing Steel										
\$53,203.92	0.0002 MH/LB	16.00	MH	[0.007]	611			401	52,192	53,204
0.858	62000 LB				0.01			0.01	0.84	0.86
BID ITEM = 60000 CLIENT# = 505607 Land Item SCHEDULE: 1 100										
Description =	Struct Conc. Abuts/Piers (f c=3,500 ps		Unit =	CY	Takeoff Quan:		254.000	Engr Quan:		254.000
06605 BRIDGE CONSUMABLES Quan: 254.00 CY Hrs/Shift: 8.00 Cal: 508 WC: 5507										
3BULLNOSE	Bull Nose form	1.00	1.00	EA	1,000.000		1,000			1,000
3C11	CONC SMALL TOOLS	1.00	254.00	CY	35.000		8,890			8,890
3FORMS	Form Material	1.00	2,321.00	SF	5.000		11,605			11,605
\$21,495.00					[]		21,495			21,495

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Activity	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
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BID ITEM = 60000 CLIENT# = 505607 Land Item SCHEDULE: 1 100
 Description = Struct Conc. Abuts/Piers (f c=3,500 ps Unit = CY Takeoff Quan: 254.000 Engr Quan: 254.000
 84.63 84.63

06810 BUY PERMANENT MATERIALS Quan: 272.00 CY Hrs/Shift: 8.00 Cal: 508 WC: 5507

23500	3500 psi Concret	1.00	272.00 CY	81.500		22,168				22,168
2CONTEMPE	TEMP CONTROL	1.00	272.00 CY	5.000		1,360				1,360
\$23,528.00				[]		23,528				23,528
						86.50				86.50

06722 FINE GRADE FTG // JT PREP SHAFTS Quan: 1173.00 SF Hrs/Shift: 10.00 Cal: 510 WC: 5222

FINEGR		Fine Grade Curb/Sidewalk		10.00 CH	Prod:	0.0597 MU	Lab Pcs:	7.00	Eqp Pcs:	3.00
8E580	Case 580 Backhoe	1.00	10.00 HR		31.692			317		317
8LGT	Grade Tractor	1.00	10.00 HR		31.425			314		314
8P185	P185 Compressor	1.00	10.00 HR		14.378			144		144
CA01	Carpenter	2.00	20.00 MH		25.480	827				827
LU05-A	General/Construction Labor	2.00	20.00 MH		17.930	600				600
OE03-C	Gannon tractor (Ford Ferg)	1.00	10.00 MH		24.090	393				393
OE07-A	Backhoe (<1 cy MRC)	1.00	10.00 MH		27.360	442				442
OE11-E	Grade checker	1.00	10.00 MH		28.440	458				458
\$3,493.71					[1.563]	2,719		775		3,494
0.0597 MH/Unit *	0.0596 MH/SF		70.00 MH			2.32		0.66		2.98

06817 FAB WOOD FORMS Quan: 2,321.00 SF Hrs/Shift: 8.00 Cal: 508 WC: 5222

piers have sloping T top for beam seats

ZZ		crew on the fly		40.00 CH	Prod:	9.6708 UM	Lab Pcs:	6.00	Eqp Pcs:	2.00
8FORK	Forklift	1.00	40.00 HR		50.174			2,007		2,007
8TPU	Pickup	1.00	40.00 HR		16.000			640		640
CA01	Carpenter	5.00	200.00 MH		25.480	7,637				7,637
CAFM	Carpenter Foreman	1.00	40.00 MH		40.000	2,307				2,307
\$12,590.40					[2.885]	9,943		2,647		12,590
0.1034 MH/Unit	0.1034 MH/SF		240.00 MH			4.28		1.14		5.42

06636 F/S FOOTERS Quan: 2,125.00 SF Hrs/Shift: 10.00 Cal: 610 WC: 5507

CARP-F		Carpenter Crew w/ Forklift		50.00 CH	Prod:	7.0833 UM	Lab Pcs:	6.00	Eqp Pcs:	2.00
8FORK	Forklift	1.00	50.00 HR		50.174			2,509		2,509
8TPU	Pickup	1.00	50.00 HR		16.000			800		800
CA01	Carpenter	4.00	200.00 MH		25.480	8,575				8,575
CAFM	Carpenter Foreman	1.00	50.00 MH		40.000	3,247				3,247
OE13-F	Crane (100 tons & over)	1.00	50.00 MH		29.470	2,456				2,456
\$17,586.65					[4.705]	14,278		3,309		17,587
0.1412 MH/Unit	0.1411 MH/SF		300.00 MH			6.72		1.56		8.28

06732 FORM STRIP ABUTS & PIERS Quan: 3,663.00 SF Hrs/Shift: 10.00 Cal: 610 WC: 5222

ZZ		crew on the fly		80.00 CH	Prod:	5.7234 UM	Lab Pcs:	8.00	Eqp Pcs:	4.00
8CR90T	90 Ton Crane	1.00	80.00 HR		172.047			13,764		13,764
8FORK	Forklift	1.00	80.00 HR		50.174			4,014		4,014
8P185	P185 Compressor	1.00	80.00 HR		14.378			1,150		1,150
8TPU	Pickup	1.00	80.00 HR		16.000			1,280		1,280
CA01	Carpenter	5.00	400.00 MH		25.480	17,381				17,381
CAFM	Carpenter Foreman	1.00	80.00 MH		40.000	5,268				5,268
LS15-B	Conc labor (belt/pipe/hose)	1.00	80.00 MH		18.830	2,632				2,632
OE13-F	Crane (100 tons & over)	1.00	80.00 MH		29.470	3,983				3,983
\$49,471.71					[5.496]	29,264		20,208		49,472
0.1747 MH/Unit	0.1747 MH/SF		640.00 MH			7.99		5.52		13.51

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Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	
<hr/>										
BID ITEM = 60000	CLIENT# = 505607		Land Item	SCHEDULE: 1	100					
Description = Struct Conc. Abuts/Piers (f c=3,500 ps)			Unit =	CY	Takeoff Quan:		254.000	Engr Quan:		254.000
<hr/>										
06826	POUR SUBSTR		Quan:	254.00 CY	Hrs/Shift:	10.00	Cal:	610	WC:	5222
ZZ	crew on the fly		30.00 CH	Prod:	8.4667 UH	Lab Pcs:	6.00	Eqp Pcs:	3.00	
8FORK	Forklift	1.00	30.00 HR	50.174				1,505		1,505
8P185	P185 Compressor	1.00	30.00 HR	14.378				431		431
8TPU	Pickup	1.00	30.00 HR	16.000				480		480
CA01	Carpenter	4.00	120.00 MH	25.480	5,214					5,214
CAFM	Carpenter Foreman	1.00	30.00 MH	40.000	1,976					1,976
CM02	Mason	1.00	30.00 MH	19.280	1,008					1,008
\$10,614.71	0.7086 MH/CY		180.00 MH	[22.213]	8,198			2,417		10,615
0.7087 MH/Unit					32.28			9.51		41.79
<hr/>										
06728	VERT RESTAINERS		Quan:	20.00 EA	Hrs/Shift:	10.00	Cal:	610	WC:	5507
CA01	CARPENTER		20.00 CH	Prod:	1.0000 HU	Lab Pcs:	1.00	Eqp Pcs:	0.00	
2FIX	FIXED RESTAINERS	1.00	20.00 EA	41.650	833					833
3TEST_REST	Test Restraint	1.00	1.00 EA	500.000		500				500
CA01	Carpenter	1.00	20.00 MH	25.480	857					857
\$2,190.49	1.0000 MH/EA		20.00 MH	[29.728]	857	833	500			2,190
1.0000 MH/Unit					42.87	41.65	25.00			109.52
<hr/>										
06750	PATCH ABUTMENTS & PIERS		Quan:	5,788.00 SF	Hrs/Shift:	10.00	Cal:	610	WC:	5222
ZZ	crew on the fly		40.00 CH	Prod:	72.3500 UM	Lab Pcs:	2.00	Eqp Pcs:	0.00	
CM02	Mason	2.00	80.00 MH	19.280	2,689					2,689
\$2,688.75	0.0138 MH/SF		80.00 MH	[0.311]	2,689					2,689
0.0138 MH/Unit					0.46					0.46
<hr/>										
06774	PUMP CONC		Quan:	272.00 CY	Hrs/Shift:	8.00	Cal:	508	WC:	5222
3CONCPUMP	Concrete Pump	1.00	272.00 CY	21.800		5,930				5,930
<hr/>										
====> Item Totals: 60000 - Struct Conc. Abuts/Piers (f c=3,500 ps)										
\$149,589.02	6.0236 MH/CY		1,530.00 MH	[183.845]	67,948	24,361	27,925	29,355		149,589
588.933	254 CY				267.51	95.91	109.94	115.57		588.93

BID ITEM = 70000 CLIENT# = 505608 Land Item SCHEDULE: 1 100
Description = Struct Conc. Median (f c=4,000 psi) Unit = CY Takeoff Quan: 18.000 Engr Quan: 18.000

06991	Beam Walkway		Quan:	133.00 LF	Hrs/Shift:	10.00	Cal:	510	WC:	5507
If median on existing bridge has to be done prior to setting precast, a walkway is needed to form and pour west median part.										
CARP-F	Carpenter Crew w/ Forklift		10.00 CH	Prod:	2.2167 UM	Lab Pcs:	6.00	Eqp Pcs:	3.00	
8FORK	Forklift	1.00	10.00 HR	50.174				502		502
8TPU	Pickup	1.00	10.00 HR	16.000				160		160
8TRANS	Transport	1.00	10.00 HR	123.580				1,236		1,236
CA01	Carpenter	4.00	40.00 MH	25.480	1,631					1,631
CAFM	Carpenter Foreman	1.00	10.00 MH	40.000	617					617
TK16	Truck, 9-axle (lowbed)	1.00	10.00 MH	17.790	344					344
\$4,488.55	0.4511 MH/LF		60.00 MH	[13.209]	2,591			1,898		4,489
0.4511 MH/Unit					19.48			14.27		33.75
<hr/>										
06805	BUY CONSUMABLES		Quan:	18.00 CY	Hrs/Shift:	8.00	Cal:	508	WC:	5507
3C11	CONC SMALL TOOLS	1.00	18.00 CY	35.000		630				630

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Activity	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
Resource		Pcs								
BID ITEM = 70000 CLIENT# = 505608 Land Item SCHEDULE: 1 100 Description = Struct Conc. Median (fc=4,000 psi) Unit = CY Takeoff Quan: 18.000 Engr Quan: 18.000										
06810	BUY PERMANENT MATERIALS				Quan: 20.00 CY	Hrs/Shift: 8.00	Cal: 508	WC: 5507		
12% yield with avg deck thickness unknown										
24000	4000 PSI CONC	1.00	20.00 CY	83.500		1,670				1,670
2CONCTEMPE	TEMP CONTROL	1.00	20.00 CY	5.000		100				100
4SIGN	Sign Sub	1.00	1.00 EA	408.163					408	408
\$2,178.16				[]		1,770			408	2,178
						88.50			20.41	108.91
06992	FORM-MEDIAN				Quan: 400.00 LF	Hrs/Shift: 10.00	Cal: 510	WC: 5507		
2 six ft raduised ends with middle exp joint										
CARP-F	Carpenter Crew w/ Forklift		10.00 CH	Prod: 8.0000 UM		Lab Pcs: 5.00		Eqp Pcs: 3.00		
8FORK	Forklift	1.00	10.00 HR	50.174				502		502
8P185	P185 Compressor	1.00	10.00 HR	14.378				144		144
8TPU	Pickup	1.00	10.00 HR	16.000				160		160
CA01	Carpenter	4.00	40.00 MH	25.480	1,631					1,631
CAFM	Carpenter Foreman	1.00	10.00 MH	40.000	617					617
\$3,052.85	0.1250 MH/LF		50.00 MH	[3.903]	2,247			806		3,053
0.1250 MH/Unit					5.62			2.01		7.63
06993	POUR-MEDIAN				Quan: 18.00 CY	Hrs/Shift: 10.00	Cal: 510	WC: 5507		
CARP-F	Carpenter Crew w/ Forklift		3.00 CH	Prod: 6.0000 UH		Lab Pcs: 6.00		Eqp Pcs: 3.00		
8FORK	Forklift	1.00	3.00 HR	50.174				151		151
8P185	P185 Compressor	1.00	3.00 HR	14.378				43		43
8TPU	Pickup	1.00	3.00 HR	16.000				48		48
CA01	Carpenter	3.00	9.00 MH	25.480	367					367
CAFM	Carpenter Foreman	1.00	3.00 MH	40.000	185					185
CM02	Mason	2.00	6.00 MH	19.280	189					189
\$983.01	1.0000 MH/CY		18.00 MH	[28.417]	741			242		983
1.0000 MH/Unit					41.19			13.43		54.61
Item Totals: 70000 - Struct Conc. Median (fc=4,000 psi) \$11,332.57 7.1111 MH/CY 128.00 MH [212.746] 5,580 1,770 630 2,945 408 11,333 629.587 18 CY 309.98 98.33 35.00 163.60 22.68 629.59										

BID ITEM = 80000 **CLIENT# = 505609** Land Item **SCHEDULE: 1** 100
Description = Struct Conc. Deck Overlay (fc=4500 ps) Unit = **CY** Takeoff Quan: 97.000 Engr Quan: 97.000

06805	BUY CONSUMABLES				Quan: 97.00 CY	Hrs/Shift: 8.00	Cal: 508	WC: 5507		
3C11	CONC SMALL TOOLS	1.00	97.00 CY	35.000				3,395		3,395
06810	BUY PERMANENT MATERIALS				Quan: 108.00 CY	Hrs/Shift: 8.00	Cal: 508	WC: 5507		
12% yield with 5" min. deck thickness 12% allows for 1/2" thicker plus normal pour waste										
24500	4500 psi Concrete	1.00	108.00 CY	85.500		9,234				9,234
2CONCTEMPE	TEMP CONTROL	1.00	108.00 CY	5.000		540				540
\$9,774.00				[]		9,774				9,774
						90.50				90.50
06811	Joint Seal				Quan: 110.00 LF	Hrs/Shift: 8.00	Cal: 508	WC: 5507		
2JT_2"ANCHOR	App/Anchor 2" Jt Materials	1.00	110.00 LF	15.000		1,650				1,650
4SEAL1"	1" Joint Seal	1.00	110.00 LF	15.000					1,650	1,650

Cost Report

Activity	Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm	Material	Constr	Matl/Exp	Equip	Sub-Contract	Total
BID ITEM =	80000	CLIENT# =	505609	Land Item	SCHEDULE:	1	100							
Description =	Struct Conc.	Deck Overlay (fc=4500 ps		Unit =	CY	Takeoff	Quan:		97.000		Engr	Quan:		97.000
\$3,300.00					[]			1,650				1,650		3,300
								15.00				15.00		30.00
06641	F/S OVERHANG / EDGE			Quan:	150.00 LF	Hrs/Shift:	10.00	Cal:	610	WC:	5222			
need good walkway over water, strip with manlifts over water														
ZZ	crew on the fly			25.00	CH	Prod:	1.0000 UM	Lab Pcs:	6.00	Eqp Pcs:	3.00			
8FORK	Forklift	1.00	25.00	HR		50.174			1,254		1,254			
8LIFTA	60' MANLIFT	1.00	25.00	HR		48.950			1,224		1,224			
8TPU	Pickup	1.00	25.00	HR		16.000			400		400			
CA01	Carpenter	5.00	125.00	MH		25.480	5,432				5,432			
CAFM	Carpenter Foreman	1.00	25.00	MH		40.000	1,646				1,646			
\$9,955.98	1.0000 MH/LF		150.00	MH		[32.551]	7,078			2,878	9,956			
	1.0000 MH/Unit						47.19			19.19	66.37			
06660	BIDWELL SETUP			Quan:	1.00 EA	Hrs/Shift:	10.00	Cal:	510	WC:	5222			
ZZ	crew on the fly			10.00	CH	Prod:	10.0000 HU	Lab Pcs:	9.00	Eqp Pcs:	4.00			
8BIDWELL	=> BIDWELL RENT	1.00	1.00	EA		5,545.000			5,545		5,545			
8CR90T	90 Ton Crane	1.00	10.00	HR		172.047			1,720		1,720			
8FORK	Forklift	1.00	10.00	HR		50.174			502		502			
8TPU	Pickup	2.00	20.00	HR		16.000			320		320			
CA01	Carpenter	4.00	40.00	MH		25.480	1,654				1,654			
CAFM	Carpenter Foreman	1.00	10.00	MH		40.000	626				626			
CM02	Mason	2.00	20.00	MH		19.280	640				640			
OE08-D	Mech Finisher (Bidwell)	1.00	10.00	MH		27.360	442				442			
OE13-F	Crane (100 tons & over)	1.00	10.00	MH		29.470	473				473			
\$11,922.26	90.0000 MH/EA		90.00	MH		[2610.41]	3,835			8,087	11,922			
	90.0000 MH/Unit						3,835.05			8,087.21	11,922.26			
06672	POUR DECK			Quan:	97.00 CY	Hrs/Shift:	10.00	Cal:	510	WC:	5222			
ZZ	crew on the fly			10.00	CH	Prod:	9.7000 UH	Lab Pcs:	8.00	Eqp Pcs:	3.00			
8FORK	Forklift	1.00	10.00	HR		50.174			502		502			
8TPU	Pickup	2.00	20.00	HR		16.000			320		320			
CA01	Carpenter	2.00	20.00	MH		25.480	827				827			
CAFM	Carpenter Foreman	1.00	10.00	MH		40.000	626				626			
CM02	Mason	2.00	20.00	MH		19.280	640				640			
LS15-B	Conc labor (belt/pipe/hose)	2.00	20.00	MH		18.830	627				627			
OE08-D	Mech Finisher (Bidwell)	1.00	10.00	MH		27.360	442				442			
\$3,983.15	0.8247 MH/CY		80.00	MH		[22.061]	3,161			822	3,983			
	0.8247 MH/Unit						32.59			8.47	41.06			
06680	WATER CURE DECK			Quan:	5,480.00 SF	Hrs/Shift:	8.00	Cal:	508	WC:	5222			
ZZ	crew on the fly			24.00	CH	Prod:	228.3333 UH	Lab Pcs:	4.00	Eqp Pcs:	2.00			
8P185	P185 Compressor	1.00	24.00	HR		14.378			345		345			
8TPU	Pickup	1.00	24.00	HR		16.000			384		384			
CA01	Carpenter	2.00	48.00	MH		25.480	1,833				1,833			
CAFM	Carpenter Foreman	1.00	24.00	MH		40.000	1,384				1,384			
LS15-B	Conc labor (belt/pipe/hose)	1.00	24.00	MH		18.830	696				696			
\$4,641.99	0.0175 MH/SF		96.00	MH		[0.481]	3,913			729	4,642			
	0.0175 MH/Unit						0.71			0.13	0.85			
06774	PUMP CONC			Quan:	108.00 CY	Hrs/Shift:	8.00	Cal:	508	WC:	5222			
3CONCPUMP	Concrete Pump	1.00	108.00	CY		21.800			2,354		2,354			
Item Totals: 80000 - Struct Conc. Deck Overlay (fc=4500 ps														

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Cost Report

Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	
BID ITEM = 80000	CLIENT# = 505609									
Description =	Struct Conc. Deck Overlay (fc=4500 ps)		Unit =	CY	Takeoff Quan:		97.000	Engr Quan:		97.000
\$49,326.78	4.2886 MH/CY	416.00 MH	[126.474]	17,987	11,424	5,749	12,516	1,650		49,327
508.524	97 CY			185.44	117.77	59.27	129.03	17.01		508.52

BID ITEM = 100000	CLIENT# = 21000									
Description =	Precast Voided Slab Beams		Unit =	LF	Takeoff Quan:	1,309.000	Engr Quan:	1,309.000		

100 PRECAST (VOIDED SLAB TYPE) SILL **Quan: 1,309.00 LF** **Hrs/Shift: 8.00** **Cal: 508** **WC: 5507**

added manlift to help sub work over water

2STRAND	Add'l for symmetry	1.00	1.00 LS	800.000		800				800
4BEAM	Precast Beam Sub	1.00	1,309.00 LF	295.918				387,357		387,357
8LIFTA	=> 60' MANLIFT	1.00	20.00 HR	48.950				979		979
8TPU	Pickup	1.00	20.00 HR	16.000				320		320
CA01	=> Carpenter	1.00	20.00 MH	25.480	752					752
CAFM	=> Carpenter Foreman	1.00	20.00 MH	40.000	1,135					1,135
\$391,343.56	0.0305 MH/LF	40.00 MH	[1]	1,887	800		1,299	387,357		391,344
0.0306 MH/Unit				1.44	0.61		0.99	295.92		298.96

06290 PLACE SAFETY LINE **Quan: 200.00 LF** **Hrs/Shift: 10.00** **Cal: 510** **WC: 5507**

CARP	Carpenter Crew		5.00 CH	Prod: 40.0000 UH	Lab Pcs:	5.00	Eqp Pcs:	1.00		
8TPU	Pickup	1.00	5.00 HR	16.000		80		80		
CA01	Carpenter	4.00	20.00 MH	25.480	815			815		
CAFM	Carpenter Foreman	1.00	5.00 MH	40.000	308			308		
\$1,203.67	0.1250 MH/LF	25.00 MH	[3.903]	1,124		80		1,204		
0.1250 MH/Unit				5.62		0.40		6.02		

06729 BEARING PADS/DOWELS **Quan: 86.00 EA** **Hrs/Shift: 10.00** **Cal: 610** **WC: 5222**

raised plugs on bearing pads. Premier is changing from neoprene strips to brg pads.

Abuts 1.5" and piers 1" thick

CA01	CARPENTER		10.00 CH	Prod: 0.1163 HU	Lab Pcs:	4.00	Eqp Pcs:	1.00		
2BP 2.5'	Brg Pad 2.5'	1.00	13.00 EA	250.000	3,250			3,250		
2BP 5'	5' brg pad	1.00	55.00 EA	400.000	22,000			22,000		
2BRGDOWEL	Dowels	1.00	20.00 EA	25.000	500			500		
2PAD10	TEST BEARING PADS	1.00	2.00 EA	1,500.000	3,000			3,000		
4SEAL_BOLTS	Hot Pour Seal Anch Bolts	1.00	20.00 EA	100.000			2,000	2,000		
8LIFTA	60' MANLIFT	1.00	10.00 HR	48.950		490		490		
CA01	Carpenter	4.00	40.00 MH	25.480	1,738			1,738		
\$32,977.61	0.4651 MH/EA	40.00 MH	[13.827]	1,738	28,750	490	2,000	32,978		
0.4651 MH/Unit				20.21	334.30	5.69	23.26	383.46		

Item Totals: 100000 - Precast Voided Slab Beams

\$425,524.84	0.0802 MH/LF	105.00 MH	[2.505]	4,749	29,550	1,869	389,357	425,525		
325.076	1309 LF			3.63	22.57	1.43	297.45	325.08		

BID ITEM = 104000	CLIENT# = 520009									
Description =	Removable Handrail		Unit =	LF	Takeoff Quan:	12.000	Engr Quan:	12.000		

520009 Handrail (MAG-DII-124 Removable) **Quan: 12.00 LF** **Hrs/Shift: 10.00** **Cal: 610** **WC: 5507**

2RMVEMBED	Embeds for removable posts	1.00	4.00 EA	200.000		800				800
4HANDRAIL	Handrail Sub	1.00	12.00 LF	75.000				900		900
4PAINT	Paint Sub	1.00	12.00 LF	10.000				120		120

====> Item Totals: 110000 - 48" dia. Drilled Shafts

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Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	
BID ITEM = 110000	CLIENT# = 505612									
Description =	48" dia. Drilled Shafts		Land Item	SCHEDULE: 1	100					
			Unit =	LF	Takeoff Quan:		240.000	Engr Quan:		240.000
\$103,162.96	0.2083 MH/LF	50.00	MH	[5.78]	2,144		1,500	3,553	95,966	103,163
429.846	240 LF				8.93		6.25	14.81	399.86	429.85

BID ITEM = 120000	CLIENT# = 505613									
Description =	60" dia. Drilled Shafts		Land Item	SCHEDULE: 1	100					
			Unit =	LF	Takeoff Quan:		300.000	Engr Quan:		300.000

120000	60" dia. Shafts Geotech Drilling			Quan:	2.00 EA	Hrs/Shift:	10.00	Cal:	610	WC:	5507
3DRILL_MOBE	Geo Tech Drill Mobe	1.00	1.00	EA	270.000			270			270
3DRILLRIG	Drill Rig	1.00	10.00	HR	135.000			1,350			1,350
8TPU	Pickup	1.00	4.00	HR	16.000				64		64
8TW4	=> Water Truck 4Mg	1.00	4.00	HR	54.558				218		218
OEFM	=> Operator Foreman	1.00	4.00	MH	40.000	260					260
TK06-B	=> H20 Truck (2500-<400	1.00	4.00	MH	22.000	170					170
\$2,331.71	4.0000 MH/EA		8.00	MH	[144.67]	429		1,620	282		2,332
	4.0000 MH/Unit					214.74		810.00	141.12		1,165.86

5020106	DRILLED SHAFT FOUNDATION (60")			Quan:	300.00 LF	Hrs/Shift:	8.00	Cal:	508	WC:	5507
4REBAR	Rebar Sub	1.00	300.00	LF	87.877				26,363		26,363
4SHAFT	Drilled Shaft Sub	1.00	300.00	LF	407.073				122,122		122,122
4SHAFT_PVC	PVC tubes in shafts	1.00	300.00	LF	46.805				14,042		14,042
\$162,527.13					[]				162,527		162,527
									541.76		541.76

06148	SOIL TO EMB/ASSIST			Quan:	250.00 CY	Hrs/Shift:	10.00	Cal:	510	WC:	5507
ZZ	crew on the fly		25.00	CH	Prod:	10.0000 UH	Lab Pcs:	2.00	Eqp Pcs:	2.00	
8L950	950 Loader	1.00	25.00	HR	87.573			2,189			2,189
8TW4	Water Truck 4Mg	1.00	25.00	HR	54.558			1,364			1,364
9HAULOFF	Haul off waste soil	1.00	250.00	CY	10.000		2,500				2,500
OE11-F	Tractor/Loader (6-<10 cy)	1.00	25.00	MH	28.440	1,129					1,129
TK06-B	H20 Truck (2500-<4000 ga)	1.00	25.00	MH	22.000	1,015					1,015
\$8,197.28	0.2000 MH/CY		50.00	MH	[5.548]	2,144		2,500	3,553		8,197
	0.2000 MH/Unit					8.58		10.00	14.21		32.79

=> Item Totals:	120000	- 60" dia. Drilled Shafts									
\$173,056.12	0.1933 MH/LF	58.00	MH	[5.588]	2,573		4,120	3,836	162,527		173,056
576.854	300 LF				8.58		13.73	12.79	541.76		576.85

BID ITEM = 130000	CLIENT# = 505614									
Description =	Canal Lining Replace		Land Item	SCHEDULE: 1	100					
			Unit =	SY	Takeoff Quan:		700.000	Engr Quan:		700.000

685	Seal Shotcrete			Quan:	400.00 LF	Hrs/Shift:	10.00	Cal:	610	WC:	5507
400 LF here, 400 LF in saw/seal liner Premier said SRP is requiring sealant at every joint. 65 LF x 12 runs. 4 runs at each pier (at pier face & sawcut line). 2 at abut. (one at abut face, one at sawcut line)											
4SAW_MOBE	Mobe Sawcutter	1.00	1.00	EA	500.000				500		500
4SEAL	Sealant Sub	1.00	400.00	LF	6.173				2,469		2,469
\$2,969.40					[]				2,969		2,969
									7.42		7.42

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Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	

BID ITEM = 130000 CLIENT# = 505614 Land Item SCHEDULE: 1 100
 Description = Canal Lining Replace Unit = SY Takeoff Quan: 700.000 Engr Quan: 700.000

02161 Grade Shotcrete Quan: 700.00 SY Hrs/Shift: 10.00 Cal: 610 WC: 5507

ZZ	crew on the fly		10.00	CH	Prod:	70.0000	UH	Lab Pcs:	9.00	Eqp Pcs:	4.00
8E320	320 Cat Backhoe	1.00	10.00	HR	56.090			561		561	
8LGT	Grade Tractor	1.00	10.00	HR	31.425			314		314	
8TPU	Pickup	1.00	10.00	HR	16.000			160		160	
8TW4	Water Truck 4Mg	1.00	10.00	HR	54.558			546		546	
LU05-A	General/Construction Labor	4.00	40.00	MH	17.930	1,242				1,242	
OE03-C	Gannon tractor (Ford Ferg)	1.00	10.00	MH	24.090	407				407	
OE11-E	Grade checker	1.00	10.00	MH	28.440	475				475	
OE11-G	Backhoe (up to 10 cy)	1.00	10.00	MH	28.440	475				475	
OEFM	Operator Foreman	1.00	10.00	MH	40.000	649				649	
TK06-B	H20 Truck (2500-<4000 ga)	1.00	10.00	MH	22.000	424				424	
\$5,253.95	0.1285 MH/SY		90.00	MH	[3.578]	3,673		1,581		5,254	
0.1286 MH/Unit						5.25		2.26		7.51	

06905 BUY CONSUMABLES Quan: 100.00 CY Hrs/Shift: 10.00 Cal: 610 WC: 5507

need final drawings for toe down CY at piers and abuts

3TOOLS	Tools & Misc Matl	1.00	100.00	CY	35.000			3,500		3,500	
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06908 BUY PERMANENT MATERIALS Quan: 110.00 CY Hrs/Shift: 10.00 Cal: 610 WC: 5507

24000	4000 PSI CONC	1.00	110.00	CY	83.500	9,185				9,185	
2CONCTEMPE	TEMP CONTROL	1.00	110.00	CY	5.000	550				550	
\$9,735.00					[]	9,735				9,735	
						88.50				88.50	

06956 SET UPS ROLLER SCREED Quan: 100.00 LS Hrs/Shift: 10.00 Cal: 610 WC: 5222

CARP-F	Carpenter Crew w/ Forklift		10.00	CH	Prod:	10.0000	HU	Lab Pcs:	7.00	Eqp Pcs:	2.00
8FORK	Forklift	1.00	10.00	HR	50.174			502		502	
8TPU	Pickup	1.00	10.00	HR	16.000			160		160	
CA01	Carpenter	4.00	40.00	MH	25.480	1,738				1,738	
CAFM	Carpenter Foreman	1.00	10.00	MH	40.000	659				659	
CM02	Mason	2.00	20.00	MH	19.280	672				672	
\$3,730.56	70.0000 MH/LS		70.00	MH	[2105.66]	3,069		662		3,731	
70.0000 MH/Unit						3,068.82		661.74		3,730.56	

06958 SLABS POUR & FINISH MAIN SLAB Quan: 100.00 CY Hrs/Shift: 10.00 Cal: 610 WC: 5507

CARP-F	Carpenter Crew w/ Forklift		10.00	CH	Prod:	10.0000	UH	Lab Pcs:	9.00	Eqp Pcs:	3.00
8FORK	Forklift	1.00	10.00	HR	50.174			502		502	
8P185	P185 Compressor	1.00	10.00	HR	14.378			144		144	
8TPU	Pickup	1.00	10.00	HR	16.000			160		160	
CA01	Carpenter	5.00	50.00	MH	25.480	2,144				2,144	
CAFM	Carpenter Foreman	1.00	10.00	MH	40.000	649				649	
CM02	Mason	2.00	20.00	MH	19.280	663				663	
LU05-A	General/Construction Labor	1.00	10.00	MH	17.930	311				311	
\$4,572.71	0.9000 MH/CY		90.00	MH	[26.121]	3,767		806		4,573	
0.9000 MH/Unit						37.67		8.06		45.73	

06948 FORM & SCREED FORMS Quan: 600.00 SF Hrs/Shift: 10.00 Cal: 610 WC: 5507

CARP-F	Carpenter Crew w/ Forklift		10.00	CH	Prod:	7.5000	UM	Lab Pcs:	8.00	Eqp Pcs:	2.00
8FORK	Forklift	1.00	10.00	HR	50.174			502		502	
8TPU	Pickup	1.00	10.00	HR	16.000			160		160	
CA01	Carpenter	5.00	50.00	MH	25.480	2,144				2,144	

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Activity	Desc	Quantity	Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost		Material	Matl/Exp	Ment	Contract	
BID ITEM = 130000	CLIENT# = 505614		Land Item	SCHEDULE: 1 100						
Description =	Canal Lining Replace		Unit =	SY	Takeoff Quan:		700.000	Engr Quan:		700.000
CAFM	Carpenter Foreman	1.00	10.00 MH	40.000	649					649
CM02	Mason	2.00	20.00 MH	19.280	663					663
\$4,118.34	0.1333 MH/SF		80.00 MH	[4.005]	3,457			662		4,118
0.1333 MH/Unit					5.76			1.10		6.86
06999: COLD WEATHER PROTECTION										
Quant: 100.00 CY Hrs/Shift: 10.00 Cal: 610 WC: 5507										
ZZ	crew on the fly		10.00 CH	Prod: 5.0000 UM	Lab Pcs: 2.00			Eqp Pcs: 0.00		
3BLANKETS	Cold Weather Conc Blanket	1.00	100.00 CY	5.000			500			500
CA01	Carpenter	2.00	20.00 MH	25.480	857					857
\$1,357.49	0.2000 MH/CY		20.00 MH	[5.946]	857		500			1,357
0.2000 MH/Unit					8.57		5.00			13.57
06774: PUMP/CONC										
Quant: 110.00 CY Hrs/Shift: 8.00 Cal: 508 WC: 5222										
3PUMP3	36 METER PUMP MOB	1.00	2.00 HR	223.450			447			447
3PUMP4	36 METER PUMP-HR	1.00	10.00 HR	223.450			2,235			2,235
3PUMP5	36 METER PUMP-CY	1.00	110.00 CY	3.270			360			360
\$3,041.10				[]			3,041			3,041
							27.65			27.65
Item Totals: 130000 - Canal Lining Replace										
\$38,278.55	0.5000 MH/SY		350.00 MH	[14.6]	14,823	9,735	7,041	3,710	2,969	38,279
54.684	700 SY				21.18	13.91	10.06	5.30	4.24	54.68
BID ITEM = 200000	CLIENT# = 402141		Land Item	SCHEDULE: 1 100						
Description =	Raised Pavment Marker, Type D		Unit =	EA	Takeoff Quan:		8.000	Engr Quan:		8.000
950: Raised Pavement Markers, Type "D" (COS 2)										
Quant: 8.00 EA Hrs/Shift: 10.00 Cal: 610 WC: 5507										
4STRI	Striping Sub	1.00	8.00 EA	15.306				122		122
BID ITEM = 201000	CLIENT# = 402111		Land Item	SCHEDULE: 1 100						
Description =	4" White Striping (Tape)		Unit =	LF	Takeoff Quan:		150.000	Engr Quan:		150.000
880: White Stripe Paint 4" Equiv										
Quant: 150.00 LF Hrs/Shift: 10.00 Cal: 610 WC: 5507										
4STRI	Striping Sub	1.00	150.00 LF	3.571				536		536
BID ITEM = 202000	CLIENT# = 402112		Land Item	SCHEDULE: 1 100						
Description =	4" Yellow Striping (Tape)		Unit =	LF	Takeoff Quan:		300.000	Engr Quan:		300.000
890: Yellow Stripe Paint 4" Equiv										
Quant: 300.00 LF Hrs/Shift: 10.00 Cal: 610 WC: 5507										
4STRI	Striping Sub	1.00	300.00 LF	3.571				1,071		1,071
BID ITEM = 300000	CLIENT# = 402112		Land Item	SCHEDULE: 1 100						
Description =	Canal Berms, Dry Up & Pump Around		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000

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Activity	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Material	Perm	Constr	Matl/Exp	Equip	Sub-Contract	Total
BID ITEM = 300000					Land Item	SCHEDULE: 1		100					
Description = Canal Berms, Dry Up & Pump Around					Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	1.000	
02610	PLACE BERMS		Quan:	1.00	LS	Hrs/Shift:	10.00	Cal:	610	WC:	5507		
ZZ	crew on the fly		10.00	CH	Prod:	0.1000	UH	Lab Pcs:	5.00	Eqp Pcs:	4.00		
8E320	320 Cat Backhoe	1.00	10.00	HR	56.090				561		561		
8L950	950 Loader	1.00	10.00	HR	87.573				876		876		
8TPU	Pickup	1.00	10.00	HR	16.000				160		160		
8TW4	Water Truck 4Mg	1.00	10.00	HR	54.558				546		546		
LU05-A	General/Construction Labor	1.00	10.00	MH	17.930	311					311		
OE09-F	FE Loader (>3 <6 cy)	1.00	10.00	MH	27.360	458					458		
OE11-G	Backhoe (up to 10 cy)	1.00	10.00	MH	28.440	475					475		
OEFM	Operator Foreman	1.00	10.00	MH	40.000	649					649		
TK06-B	H20 Truck (2500-<4000 ga)	1.00	10.00	MH	22.000	424					424		
\$4,459.75	50.0000 MH/LS		50.00	MH	[1583.56]	2,318			2,142		4,460		
50.0000	MH/Unit					2,317.54			2,142.21		4,459.75		
02620	REMOVE BERMS		Quan:	1.00	LS	Hrs/Shift:	10.00	Cal:	610	WC:	5507		
ZZ	crew on the fly		10.00	CH	Prod:	0.1000	UH	Lab Pcs:	8.00	Eqp Pcs:	4.00		
8E320	320 Cat Backhoe	1.00	10.00	HR	56.090				561		561		
8L950	950 Loader	1.00	10.00	HR	87.573				876		876		
8TPU	Pickup	1.00	10.00	HR	16.000				160		160		
8TW4	Water Truck 4Mg	1.00	10.00	HR	54.558				546		546		
LU05-A	General/Construction Labor	4.00	40.00	MH	17.930	1,242					1,242		
OE09-F	FE Loader (>3 <6 cy)	1.00	10.00	MH	27.360	458					458		
OE11-G	Backhoe (up to 10 cy)	1.00	10.00	MH	28.440	475					475		
OEFM	Operator Foreman	1.00	10.00	MH	40.000	649					649		
TK06-B	H20 Truck (2500-<4000 ga)	1.00	10.00	MH	22.000	424					424		
\$5,391.53	80.0000 MH/LS		80.00	MH	[2211.13]	3,249			2,142		5,392		
80.0000	MH/Unit					3,249.32			2,142.21		5,391.53		
315	PUMPS FOR DEWATERING		Quan:	1.00	LS	Hrs/Shift:	10.00	Cal:	610	WC:	5507		
3FUEL	Fuel for Generators	1.00	2,500.00	GA	3.250				8,125		8,125		
4PUMP	Pump Subcontractor	1.00	1.00	EA	400.000						400		400
4PUMP1	Pump Pick Up	1.00	1.00	EA	400.000						400		400
4PUMP2	Labor Install	1.00	1.00	LS	3,060.000						3,060		3,060
4PUMP3	Labor Pick Up	1.00	1.00	LS	1,675.000						1,675		1,675
4PUMP4	Weekly Rent	1.00	5.00	WK	3,364.840						16,824		16,824
\$30,484.20					[]				8,125		22,359		30,484
									8,125.00		22,359.20		30,484.20
Item Totals: 300000 - Canal Berms, Dry Up & Pump Around													
\$40,335.48	130.0000 MH/LS		130.00	MH	[3794.69]	5,567			8,125	4,284	22,359		40,335
40,335.480	1 LS					5,566.86			8,125.00	4,284.42	22,359.20		40,335.48
BID ITEM = 310000					Land Item	SCHEDULE: 1		100					
Description = Water Pumping Allowance					Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	1.000	
9950	Water Pumping Allowance		Quan:	1.00	LS	Hrs/Shift:	8.00	Cal:	508	WC:	5507		
3ALLOW	Allowance	1.00	1.00	LS	100,000.000				100,000		100,000		
Item Totals: 310000 - Water Pumping Allowance													
\$100,000.00					[]				100,000		100,000		
100,000.000	1 LS								100,000.00		100,000.00		

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Activity	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 320000										
Description =	Shaft Testing Allowance									
120050	Shaft Testing Allowance									
3ALLOW	Allowance	1.00	1.00 LS	12,000.000			12,000			12,000
Item Totals: 320000 - Shaft Testing Allowance										
\$12,000.00				[]			12,000			12,000
12,000.000		1 LS					12,000.00			12,000.00
BID ITEM = 330000										
Description =	Wet Shaft Allowance									
120100	Wet Shaft Allowance									
3ALLOW	Allowance	1.00	1.00 LS	50,000.000			50,000			50,000
Item Totals: 330000 - Wet Shaft Allowance										
\$50,000.00				[]			50,000			50,000
50,000.000		1 LS					50,000.00			50,000.00
BID ITEM = 1000000										
Description =	SRP Duct Bank									
1000000	SRP Duct Bank Sub									
4ELEC	Electrical Sub	1.00	275.00 LF	111.675				30,711		30,711
06905	BUY CONSUMABLES									
3TOOLS	Tools & Misc Matl	1.00	1.00 LS	1,500.000			1,500			1,500
06908	BUY PERMANENT MATERIALS									
24000	4000 PSI CONC	1.00	10.00 CY	83.500		835				835
2SLURRY	2 Sack Slurry	1.00	300.00 CY	58.500		17,550				17,550
\$18,385.00				[]		18,385				18,385
						18,385.00				18,385.00
06130	Brace Power Pole									
one shift in, 1/2 shift out										
CARP-F	Carpenter Crew w/ Forklift	15.00	CH	Prod:	1,500 S	Lab Pcs:	6.00	Eqp Pcs:	3.00	
3BRACEPOLE	Brace Pole Matl	1.00	1.00 EA	2,500.000		2,500				2,500
8FORK	Forklift	1.00	15.00 HR	50.174			753			753
8TPU	Pickup	1.00	15.00 HR	16.000			240			240
8TRANS	Transport	1.00	15.00 HR	123.580			1,854			1,854
CA01	Carpenter	4.00	60.00 MH	25.480	2,607					2,607
CAFM	Carpenter Foreman	1.00	15.00 MH	40.000	988					988
TK16	Truck, 9-axle (lowbed)	1.00	15.00 MH	17.790	544					544
\$9,484.89	90.0000 MH/EA	90.00	MH	[2795]	4,139	2,500	2,846			9,485
90.0000 MH/Unit					4,138.58	2,500.00	2,846.31			9,484.89

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Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Material	Matl/Exp	Ment	Contract
<hr/>									
BID ITEM	= 1000000			Land Item	SCHEDULE: 1	100			
Description =	SRP Duct Bank			Unit =	LF	Takeoff Quan:	275.000	Engr Quan:	275.000
<hr/>									
01332	REMOVE CANAL LINING			Quan:	600.00 SF	Hrs/Shift:	10.00	Cal:	610 WC: 5507
ZZ	crew on the fly		2.00 CH	Prod:	300.0000 UH	Lab Pcs:	4.00	Eqp Pcs:	5.00
4SAW	Sawcut Pavement	1.00	300.00 LF	4.000				1,200	1,200
8E330	336 Cat Excavator	1.00	2.00 HR	113.067				226	226
8EX330BR	Cat 330 w/hyd breaker	1.00	2.00 HR	178.510				357	357
8L966	966 Loader	1.00	2.00 HR	106.177				212	212
8TPU	Pickup	1.00	2.00 HR	16.000				32	32
8TW4	Water Truck 4Mg	1.00	2.00 HR	54.558				109	109
OE11-F	Tractor/Loader (6-<10 cy)	1.00	2.00 MH	28.440	95				95
OE11-G	Backhoe (up to 10 cy)	1.00	2.00 MH	28.440	95				95
OEFM	Operator Foreman	1.00	2.00 MH	40.000	130				130
TK06-B	H20 Truck (2500-<4000 ga)	1.00	2.00 MH	22.000	85				85
\$2,541.38	0.0133 MH/SF		8.00 MH	[0.462]	405			937	1,200
0.0133	MH/Unit				0.67			1.56	2.00
									4.24
<hr/>									
01371	DUMP FEES			Quan:	15.00 TN	Hrs/Shift:	10.00	Cal:	610 WC: 5507
3DUMP	Dump Fees	1.00	15.00 TN	39.000				585	585
9SEMI	SEMI END DUMP	1.00	4.00 HR	100.000				400	400
\$985.00				[]				985	985
								65.67	65.67
<hr/>									
06140	STR EXC TO WASTE			Quan:	300.00 CY	Hrs/Shift:	10.00	Cal:	610 WC: 5507
includes placing shoring,									
STRCEX	Structural Excavation		10.00 CH	Prod:	30.0000 UH	Lab Pcs:	5.00	Eqp Pcs:	4.00
3TRENCH_SHORT	Trench Shoring	1.00	1.00 LS	1,500.000				1,500	1,500
4POTHOLE	Pothole Sub	1.00	1.00 LS	2,000.000				2,000	2,000
8E320	320 Cat Backhoe	1.00	10.00 HR	56.090				561	561
8L950	950 Loader	1.00	10.00 HR	87.573				876	876
8TPU	Pickup	1.00	10.00 HR	16.000				160	160
8TW4	Water Truck 4Mg	1.00	10.00 HR	54.558				546	546
9HAULOFF	Haul off waste soil	1.00	300.00 CY	10.000			3,000		3,000
OE09-F	FE Loader (>3 <6 cy)	1.00	10.00 MH	27.360	458				458
OE11-E	Grade checker	1.00	10.00 MH	28.440	475				475
OE11-G	Backhoe (up to 10 cy)	1.00	10.00 MH	28.440	475				475
OEFM	Operator Foreman	1.00	10.00 MH	40.000	649				649
TK06-B	H20 Truck (2500-<4000 ga)	1.00	10.00 MH	22.000	424				424
\$11,124.23	0.1666 MH/CY		50.00 MH	[5.687]	2,482		4,500	2,142	2,000
0.1667	MH/Unit				8.27		15.00	7.14	6.67
									37.08
<hr/>									
5246	Slurry Backfill Trench			Quan:	300.00 CY	Hrs/Shift:	10.00	Cal:	610 WC: 5507
ZZ	crew on the fly		30.00 CH	Prod:	10.0000 UH	Lab Pcs:	4.00	Eqp Pcs:	1.00
8TPU	Pickup	1.00	30.00 HR	16.000				480	480
LS14-B	Pipelayer	2.00	60.00 MH	21.330	2,183				2,183
OE11-E	Grade checker	1.00	30.00 MH	28.440	1,425				1,425
OEFM	Operator Foreman	1.00	30.00 MH	40.000	1,948				1,948
\$6,036.30	0.4000 MH/CY		120.00 MH	[12.962]	5,556			480	
0.4000	MH/Unit				18.52			1.60	20.12
<hr/>									
06774	PUMP CONC & Slurry			Quan:	310.00 CY	Hrs/Shift:	8.00	Cal:	508 WC: 5222
3PUMP3	36 METER PUMP MOB	1.00	4.00 HR	223.450				894	894
3PUMP4	36 METER PUMP--HR	1.00	10.00 HR	223.450				2,235	2,235
3PUMP5	36 METER PUMP--CY	1.00	310.00 CY	3.270				1,014	1,014
\$4,142.00				[]				4,142	4,142

Cost Report

Activity	Desc	Quantity	Unit	Unit Cost	Labor	Perm	Constr	Equip	Sub-Contract	Total
Resource		Pcs				Matl/Exp		Ment		
<hr/>										
BID ITEM = 1000000				Land Item	SCHEDULE: 1	100				
Description = SRP Duct Bank				Unit =	LF	Takeoff Quan:	275.000	Engr Quan:		275.000
							13.36			13.36
<hr/>										
02161	Grade Shotcrete			Quan:	600.00 SF	Hrs/Shift:	10.00	Cal:	610	WC: 5507
<hr/>										
ZZ	crew on the fly		2.00	CH	Prod:	300.0000 UH	Lab Pcs:	8.00	Eqp Pcs:	4.00
8E580	Case 580 Backhoe	1.00	2.00	HR	31.692			63		63
8LGT	Grade Tractor	1.00	2.00	HR	31.425			63		63
8TPU	Pickup	1.00	2.00	HR	16.000			32		32
8TW4	Water Truck 4Mg	1.00	2.00	HR	54.558			109		109
LU05-A	General/Construction Labor	3.00	6.00	MH	17.930	186				186
OE03-C	Gannon tractor (Ford Ferg)	1.00	2.00	MH	24.090	81				81
OE07-A	Backhoe (<1 cy MRC)	1.00	2.00	MH	27.360	92				92
OE11-E	Grade checker	1.00	2.00	MH	28.440	95				95
OEFM	Operator Foreman	1.00	2.00	MH	40.000	130				130
TK06-B	H20 Truck (2500-<4000 ga)	1.00	2.00	MH	22.000	85				85
\$936.48	0.0266 MH/SF		16.00	MH	[0.761]	669		267		936
0.0267	MH/Unit					1.12		0.45		1.56
<hr/>										
06948	FORM & PREP EDGES			Quan:	150.00 SF	Hrs/Shift:	10.00	Cal:	610	WC: 5507
<hr/>										
CARP-F	Carpenter Crew w/ Forklift		5.00	CH	Prod:	3.7500 UM	Lab Pcs:	8.00	Eqp Pcs:	2.00
8FORK	Forklift	1.00	5.00	HR	50.174			251		251
8TPU	Pickup	1.00	5.00	HR	16.000			80		80
CA01	Carpenter	5.00	25.00	MH	25.480	1,072				1,072
CAFM	Carpenter Foreman	1.00	5.00	MH	40.000	325				325
CM02	Mason	2.00	10.00	MH	19.280	332				332
\$2,059.16	0.2666 MH/SF		40.00	MH	[8.01]	1,728		331		2,059
0.2667	MH/Unit					11.52		2.21		13.73
<hr/>										
06956	SET UPS ROLLER SCREED			Quan:	1.00 EA	Hrs/Shift:	10.00	Cal:	610	WC: 5222
<hr/>										
CARP-F	Carpenter Crew w/ Forklift		2.00	CH	Prod:	2.0000 HU	Lab Pcs:	7.00	Eqp Pcs:	2.00
8FORK	Forklift	1.00	2.00	HR	50.174			100		100
8TPU	Pickup	1.00	2.00	HR	16.000			32		32
CA01	Carpenter	4.00	8.00	MH	25.480	348				348
CAFM	Carpenter Foreman	1.00	2.00	MH	40.000	132				132
CM02	Mason	2.00	4.00	MH	19.280	134				134
\$746.11	14.0000 MH/EA		14.00	MH	[421.14]	614		132		746
14.0000	MH/Unit					613.77		132.34		746.11
<hr/>										
06958	SLABS POUR & FINISH MAIN SLAB			Quan:	8.00 CY	Hrs/Shift:	10.00	Cal:	610	WC: 5507
<hr/>										
CARP-F	Carpenter Crew w/ Forklift		2.00	CH	Prod:	4.0000 UH	Lab Pcs:	7.00	Eqp Pcs:	3.00
8FORK	Forklift	1.00	2.00	HR	50.174			100		100
8P185	P185 Compressor	1.00	2.00	HR	14.378			29		29
8TPU	Pickup	1.00	2.00	HR	16.000			32		32
CA01	Carpenter	3.00	6.00	MH	25.480	257				257
CAFM	Carpenter Foreman	1.00	2.00	MH	40.000	130				130
CM02	Mason	2.00	4.00	MH	19.280	133				133
LU05-A	General/Construction Labor	1.00	2.00	MH	17.930	62				62
\$743.04	1.7500 MH/CY		14.00	MH	[50.441]	582		161		743

Cost Report

Activity	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Material	Constr	Equip	Sub-Contract	Total
Resource								Matl/Exp			
BID ITEM = 1000000					Land Item	SCHEDULE: 1	100				
Description = SRP Duct Bank					Unit = LF	Takeoff	Quan:	275.000	Engr	Quan:	275.000
0.2500 MH/Unit						10.72		5.00	15.72		
Item Totals: 1000000 - SRP Duct Bank											
\$89,519.99 1.2872 MH/LF 354.00 MH					[40.761]	16,261	18,385	13,667	7,297	33,911	89,520
325.527 275 LF						59.13	66.85	49.70	26.53	123.31	325.53
BID ITEM = 1010000					Land Item	SCHEDULE: 1	100				
Description = Directional Drill Fiber line					Unit = LF	Takeoff	Quan:	600.000	Engr	Quan:	600.000
1010000 Directional Drill Fiber line					Quan:	600.00 LF	Hrs/Shift:	10:00	Cal:	510	WC: 5507
sub excludes water											
8TW4 Water Truck 4M 20.00 CH					Prod:	2.0000 S	Lab Pcs:	3.00	Eqp Pcs:	2.00	
3WATERLINE Hydrant water line 1.00 1.00 LS					1,500.000		1,500			1,500	
4FIBER Directional Drill Dub 1.00 600.00 LF					117.346				70,408	70,408	
8TPU Pickup 1.00 20.00 HR					16.000			320		320	
8TW4 Water Truck 4Mg 1.00 20.00 HR					54.558			1,091		1,091	
CA01 Carpenter 1.00 20.00 MH					25.480	815				815	
OEFM Operator Foreman 1.00 20.00 MH					40.000	1,233				1,233	
TK06-B H2O Truck (2500-<4000 ga) 1.00 20.00 MH					22.000	812				812	
\$76,180.20 0.1000 MH/LF 60.00 MH					[3.208]	2,861	1,500	1,411	70,408	76,180	
0.1000 MH/Unit						4.77	2.50	2.35	117.35	126.97	
Item Totals: 1010000 - Directional Drill Fiber line											
\$76,180.20 0.1000 MH/LF 60.00 MH					[3.208]	2,861	1,500	1,411	70,408	76,180	
126.967 600 LF						4.77	2.50	2.35	117.35	126.97	
BID ITEM = 1011000					Land Item	SCHEDULE: 1	100				
Description = Lower/Abandon Communication Manhole					Unit = EA	Takeoff	Quan:	1.000	Engr	Quan:	1.000
1011000 Lower/Abandon Comm Manhole					Quan:	1.00 EA	Hrs/Shift:	10:00	Cal:	510	WC: 5507
Exc, Remove Top, Slurry Bottom, Backfill top											
ZZ crew on the fly 8.00 CH					Prod:	8.0000 HU	Lab Pcs:	6.00	Eqp Pcs:	4.00	
2SLURRY 2 Sack Slurry 1.00 10.00 CY					58.500	585				585	
3DUMPFEE Dump Fee 1.00 5.00 TN					39.000		195			195	
8E320 320 Cat Backhoe 1.00 8.00 HR					56.090			449		449	
8L950 950 Loader 1.00 8.00 HR					87.573			701		701	
8TPU Pickup 1.00 8.00 HR					16.000			128		128	
8WKR Wacker 1.00 8.00 HR					7.570			61		61	
9SEMI SEMI END DUMP 1.00 4.00 HR					100.000		400			400	
LS14-B Pipelayer 2.00 16.00 MH					21.330	554				554	
OE09-F FE Loader (>3 <6 cy) 1.00 8.00 MH					27.360	348				348	
OE11-E Grade checker 1.00 8.00 MH					28.440	361				361	
OE11-G Backhoe (up to 10 cy) 1.00 8.00 MH					28.440	361				361	
OEFM Operator Foreman 1.00 8.00 MH					40.000	493				493	
\$4,635.93 48.0000 MH/EA 48.00 MH					[1468.72]	2,118	585	595	1,338	4,636	
48.0000 MH/Unit						2,118.07	585.00	595.00	1,337.86	4,635.93	
Item Totals: 1011000 - Lower/Abandon Communication Manhole											
\$4,635.93 48.0000 MH/EA 48.00 MH					[1468.72]	2,118	585	595	1,338	4,636	
4,635.930 1 EA						2,118.07	585.00	595.00	1,337.86	4,635.93	

FNF Construction, Inc.

6072

Greg Harasha

Scottsdale: Pima Rd Bridge Over AZ Canal

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Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM	= 1011000									
Description =	Lower/Abandon Communication Manhole		Land Item Unit =	SCHEDULE: 1	100					
				EA	Takeoff Quan:	1.000		Engr Quan:	1.000	
\$1,889,357.16	*** Report Totals ***	5,632.00	MH		319,052	161,603	283,379	160,831	964,492	1,889,357

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: 07/02/18 Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

508 40 HOUR WEEK (Default Calendar)

510 50 HOUR WEEK (5 X 10)

608 48 HOUR WEEK (6 X 8)

610 60 HOUR WEEK (6 X 10)

FNF Construction, Inc.
6072 Scottsdale: Pima Rd Bridge Over AZ Canal

10/25/2018 14:59

EQUIPMENT USE BY EQUIPMENT

Biditem/ Category	Activity/ Resource	Description	Quantity	Unit	Pcs	Rnt %	EOE %	Inside Equipment	Outside Equipment	EOE	Other	Total
8BIDWELL		BIDWELL RENT										
*** 8BIDWELL		BIDWELL RENT	1.00					5,500		45		5,545
8BROOM		Broom										
*** 8BROOM		Broom	5.00						94	14		108
8CR90T		90 Ton Crane										
*** 8CR90T		90 Ton Crane	110.00					18,463		462		18,925
8E320		320 Cat Backhoe										
*** 8E320		320 Cat Backhoe	58.00						2,262	991		3,253
8E330		336 Cat Excavator										
*** 8E330		336 Cat Excavator	2.00					168		59		226
8E580		Case 580 Backhoe										
*** 8E580		Case 580 Backhoe	22.00						538	160		697
8E580BR		580 with hyd breaker										
*** 8E580BR		580 with hyd breaker	40.00						1,773	325		2,098
8EX320BR		Cat 320 w/hyd breaker										
*** 8EX320BR		Cat 320 w/hyd breaker	10.00						1,080	154		1,234
8EX330BR		Cat 330 w/hyd breaker										
*** 8EX330BR		Cat 330 w/hyd breaker	2.00						316	41		357
8FORK		Forklift										
*** 8FORK		Forklift	416.00						17,727	3,145		20,872
8L950		950 Loader										
*** 8L950		950 Loader	138.00					9,801		2,284		12,085
8L966		966 Loader										
*** 8L966		966 Loader	42.00					3,520		940		4,459
8LGT		Grade Tractor										
*** 8LGT		Grade Tractor	99.00						2,306	805		3,111
8LIFTA		60' MANLIFT										
*** 8LIFTA		60' MANLIFT	75.00					3,388		284		3,671
8LTWRM		Light Tower/Month										
*** 8LTWRM		Light Tower/Month	2.00						1,408	1,277		2,685
8M140		140H Motor Grader										
*** 8M140		140H Motor Grader	40.00					2,602		681		3,283
8P185		P185 Compressor										
*** 8P185		P185 Compressor	294.00						2,004	2,223		4,227
8PAVER		Laydown Machine										
*** 8PAVER		Laydown Machine	4.00					828		93		921
8RVIB		Vibratory Roller										
*** 8RVIB		Vibratory Roller	8.00					296		102		398
8TFLAT		Flatrack 1 Ton										
*** 8TFLAT		Flatrack 1 Ton	10.00					160				160
8TLUBE		Service/Lube Truck										
*** 8TLUBE		Service/Lube Truck	80.00					1,920				1,920
8TPU		Pickup										
*** 8TPU		Pickup	893.00					14,288				14,288
8TPUJ		Pickup Truck (Job Truck)										
*** 8TPUJ		Pickup Truck (Job Truck)	240.00					3,840				3,840
8TPUW		PICKUP WEEKLY										
*** 8TPUW		PICKUP WEEKLY	25.00					16,000				16,000
8TRANS		Transport										
*** 8TRANS		Transport	185.00					22,862				22,862
8TW4		Water Truck 4Mg										
*** 8TW4		Water Truck 4Mg	237.00					9,190		3,740		12,930
8VACUUM		VACUUM TRAILER										
*** 8VACUUM		VACUUM TRAILER	10.00					385				385
8WKR		Wacker										
*** 8WKR		Wacker	38.00						266	22		288

FNF Construction, Inc.
 6072 Scottsdale: Pima Rd Bridge Over AZ Canal

10/25/2018

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EQUIPMENT USE BY EQUIPMENT

Biditem/ Category	Activity/ Resource	Description	Quantity	Unit	Pcs	Rnt %	EOE %	Inside Equipment	Outside Equipment	EOE	Other	Total
REPORT TOTALS								113,212	29,774	17,845		160,831

"*" indicates non-additive item

FNF Construction, Inc.

10/25/2018

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Scottsdale: Pima Rd Bridge Over AZ Canal

LABOR USE REPORT

RESOURCE	DESCRIPTION	QUAN		RATE	BASE	BURDEN	TOTAL
CA01	Carpenter	2,340.00	MH	25.48	67,525.13	31,070.66	98,595.79
CAFM	Carpenter Foreman	520.00	MH	40.00	23,416.46	9,604.63	33,021.09
CM02	Mason	276.00	MH	19.28	6,084.91	3,007.51	9,092.42
LS08	Traffic Control Pers	240.00	MH	17.93	5,020.54	2,433.64	7,454.18
LS14-B	Pipelayer	86.00	MH	21.33	2,103.18	979.60	3,082.78
LS15-B	Conc labor (belt/pip	214.00	MH	18.83	4,337.23	2,212.05	6,549.28
LS17	Jackhamer, Tamper,	10.00	MH	21.33	234.63	111.52	346.15
LS18-B	Asphalt raker/ironer	4.00	MH	21.33	99.54	45.98	145.52
LU05-A	General/Constructio	164.00	MH	17.93	3,394.83	1,662.49	5,057.32
OE03-C	Gannon tractor (Ford	94.00	MH	24.09	2,442.76	1,141.28	3,584.04
OE04-B	Power Broom/concr	5.00	MH	24.09	138.92	62.58	201.50
OE06-A	Front end loader (1.5	50.00	MH	24.09	1,389.22	625.78	2,015.00
OE07-A	Backhoe (<1 cy MR	22.00	MH	27.36	665.76	303.12	968.88
OE07-B	Screed (AC & concr	4.00	MH	27.36	127.68	55.58	183.26
OE08-D	Mech Finisher (Bid	20.00	MH	27.36	601.92	281.54	883.46
OE08-E	Roller (asphalt & fin	8.00	MH	27.36	255.37	111.17	366.54
OE09-F	FE Loader (>3 <6 cy	58.00	MH	27.36	1,818.57	798.01	2,616.58
OE09-I	Paver (Barber-Green	4.00	MH	27.36	127.68	55.58	183.26

FNF Construction, Inc.

10/25/2018

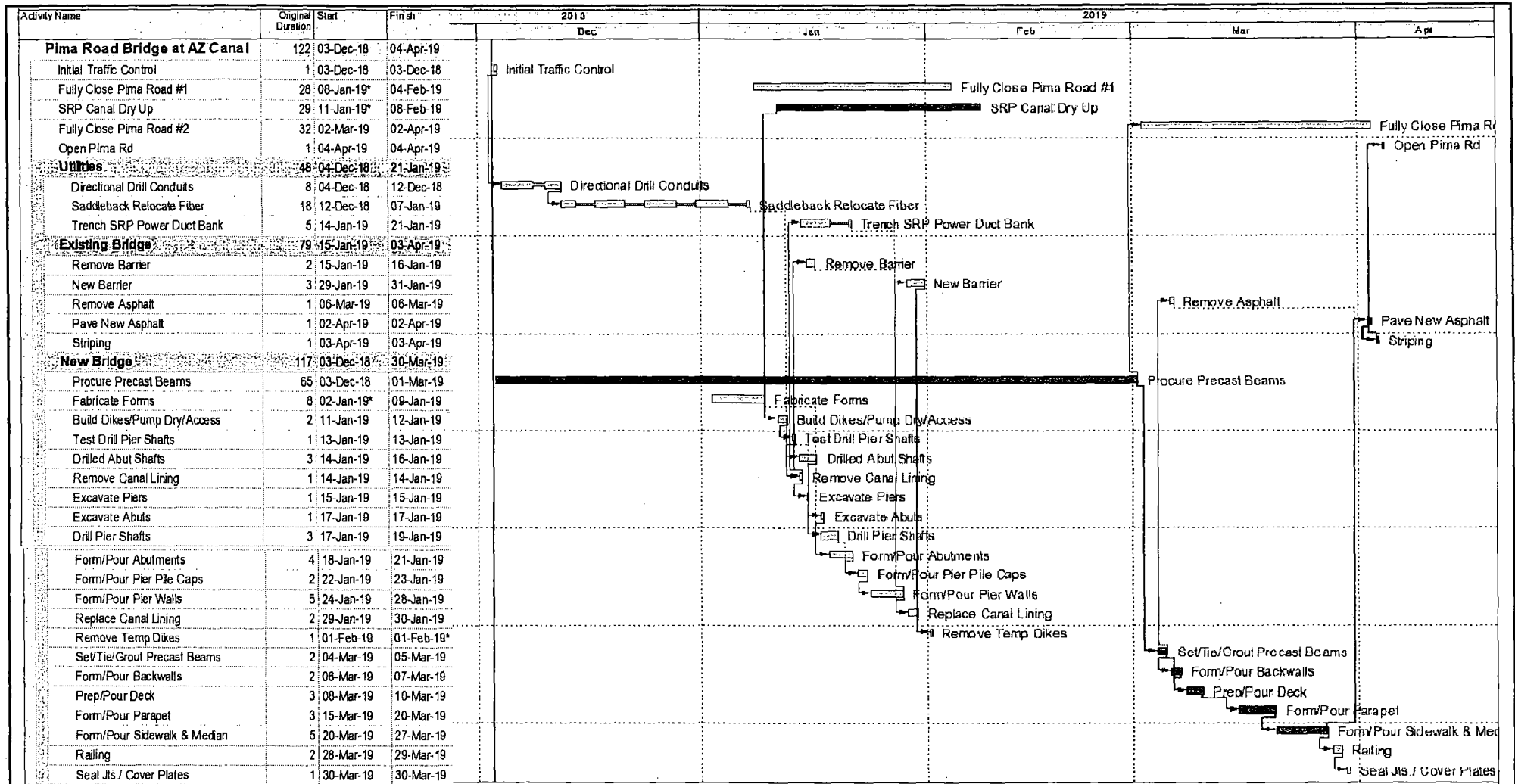
15:01

6072

Scottsdale: Pima Rd Bridge Over AZ Canal

LABOR USE REPORT

RESOURCE	DESCRIPTION	QUAN		RATE	BASE	BURDEN	TOTAL
OE11-A	Blade (finish)	40.00	MH	28.44	1,251.36	554.75	1,806.11
OE11-E	Grade checker	80.00	MH	28.44	2,620.33	1,144.29	3,764.62
OE11-F	Tractor/Loader (6-<	92.00	MH	28.44	2,881.92	1,276.84	4,158.76
OE11-G	Backhoe (up to 10 c	60.00	MH	28.44	1,975.68	855.90	2,831.58
OE13-F	Crane (100 tons & o	160.00	MH	29.47	5,481.56	2,413.20	7,894.76
OE14	Wheel Excavator/Ro	10.00	MH	29.47	324.17	142.63	466.80
OEFM	Operator Foreman	269.00	MH	40.00	12,038.85	4,799.46	16,838.31
OEMC	Mechanic	160.00	MH	27.36	4,377.60	2,047.62	6,425.22
OEPS	Paving Super	4.00	MH	49.00	228.67	86.85	315.52
OH-AP	A/P Administrator	40.00	MH	25.00	1,000.00	467.50	1,467.50
OH-ES	Equip Serv. Adminis	40.00	MH	25.00	1,000.00	467.50	1,467.50
OH-JC	Job Cost Accountant	40.00	MH	25.00	1,000.00	467.50	1,467.50
OH-PR	Payroll Administrato	40.00	MH	25.00	1,000.00	467.50	1,467.50
TK02	Forklift Driver	36.00	MH	17.18	691.78	361.18	1,052.96
TK06-B	H20 Truck (2500-<4	237.00	MH	22.00	5,870.37	3,921.13	9,791.50
TK16	Truck, 9-axle (lowbe	185.00	MH	17.79	3,531.35	2,863.60	6,394.95
Grand Total		5,612.00			165,057.97	76,900.17	241,958.14



CONSTRUCTION, INC.

FNF Construction, Inc.
115 S. 48th St.
Tempe, AZ 85281
(480) 784-2910

Project Name:

**PIMA ROAD BRIDGE
AT ARIZONA CANAL
PROJECT NO. SC04**

Drawing Name:

Project Schedule

Date of Submittal:

10-25-18

Scale:

N/A

Drawing Number:

1 of 1



P.O. Box 2105
 Scottsdale, AZ 85252
 (480) 941-3004 Office
 (480) 970-6740 Fax
 CR-70 Lic# 107812 Bonded
 Maricopa County D.O.T. D/MBE #175-99
 Arizona D.O.T. DBE #1756

Project Name: Pima Road Bridge
Scottsdale, AZ

Proposal Date: 10/19/2018

Item No.	Description	Quantity	Unit	Unit Price	Extended	Furn/Inst
6011141	Ped Combo Barrier	133	LF	\$ 27.14	\$ 3,609.62	X
6011140	F Barrier (34")	118	LF	\$ 13.00	\$ 1,534.00	X
6050002	Reinforcing Steel	62,000	LB	\$ 0.8250	\$ 51,150.00	X
6090048	48" Diam Drilled Shaft	240	LF	\$ 91.15	\$ 21,876.00	X
6090060	60" Diam Drilled Shaft	300	LF	\$ 86.12	\$ 25,836.00	X
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ 104,005.62	

Notes:

1. Attachment "A" general terms and conditions must be included in the contract.
2. No retention on material. 5% on labor only.
3. Monthly est pmts will be paid to the subcontractor within 7 days of contractor receiving payment
4. Quote is for items found on architectural and structural drawings only. Any items found on Civil Landscape, Electrical or any other type of plan sheet are excluded unless noted otherwise.
5. Price must be verified, unless executed within 10 days from date of this proposal.
6. Price is contingent on non prevailing wage.



Geotechnical & Materials, Inc.

October 12, 2018,

Alpha Proposal Number: 18-CR-7823

FNF Construction Inc

115 South 48th Street

Tempe, AZ 85281

Office phone number: 480-784-2910

Cell phone number: 602-571-4612

Attention: Greg Harasha

Email: GHarasha@FNFinc.com

Regarding: Materials Sampling and Testing Services
Pima Rd Bridge at Arizona Canal
Pima Rd and AZ Canal
Scottsdale, AZ

Alpha Geotechnical & Materials, Inc. (Alpha), is pleased to present our estimate for sampling and testing services for this project. This proposal is based upon a review of 75% improvement plans dated October, 2018 by City of Scottsdale. **Alpha should revise this proposal once updated plans become available**

1.0 PROJECT UNDERSTANDING

The project consists of a new bridge construction that runs along Pima Road and crosses the Arizona Canal in Scottsdale, Arizona. Materials sampling and testing services will be required to determine compliance with the applicable specifications and City regulations during construction.

2.0 ESTIMATED FEES

Alpha estimates (see last page/pages) the fee to complete the above scope of services to be: **\$14,613.50**

While the estimate to complete the project is based on the rates and quantities listed, **the amount invoiced will be based on actual quantities. History has shown that the management of this budget is best done through limiting the number of trips (service calls), to the allocated trips in our estimate.**

The quoted rates include the vehicle and all equipment necessary to perform field tests. Charges will be made at the unit rates established in this proposal for all project-related time, including travel (port-to-port). Overtime (over 8 hours per day or Saturday / Sunday work) will be invoiced at an hourly rate times 1.5. Copies of concrete cylinder compressive strength data can be provided to the concrete supplier if instructed. An additional charge of \$75 will be billed for services scheduled the same day. All other reports of tests and inspections will be distributed to those designated by the client. The services for this project will be performed on an hourly and unit rate basis from portal-to-portal.

Laboratory unit prices are all inclusive. The unit prices for laboratory tests include all labor, equipment and secretarial time necessary to complete the test procedure in the laboratory and prepare the report.

3.0 SCOPE OF SERVICES

Alpha will provide qualified and experienced personnel to perform the scopes identified in our price estimate attached.

4.0 ASSUMPTIONS

- The number of trips assumed for each scope is included in our estimate
- We assume that bridge Piers will be poured in 3 placements, Abutments in 2 placements and Caissons in 3 placements
- Cross-hole sonic log testing or gamma-gamma log testing for drilled shafts are not included in this estimate.
- We assume that no Asphaltic Concrete cores will be required.
- It is the contractor's responsibility to coordinate testing efforts such that the minimum testing frequency of the applicable jurisdiction is met

5.0 CLIENT RESPONSIBILITIES

- Sign our attached Consulting Services Agreement or provide a Consulting Services Contract for our signature prior to work start.
- Schedule services at least 24hrs in advance (48hrs for night work) by calling 602-453-3265 Ext. 4. Alpha's office hours are from 8:00am to 5:00pm
- Provide Alpha with updated plans each time there are changes or updates to the existing plans.
- Ensure that the contractor enables Alpha to meet or exceed the minimum test per trip requirement.
- Sign our attached **AlphaWeb Client User Authorization** form so that **you** will have access to test results and inspection reports on a near real time basis (within 24 hours) on our secure web site (www.alphageotech.com).
- Sign our attached **AlphaWeb Third Party User Authorization** form if you want a **Third Party User** to have access to test results and inspection reports on a near real time basis (within 24 hours) on our secure web site (www.alphageotech.com).

6.0 ALPHA DELIVERABLES

- Test results are available on our secure web site at no charge.
- Final Reports are available on our secure web site at no charge.
- Final Reports assembled on electronic media and/or bound originals are at \$50 per report.

Additional areas of construction may require materials testing or inspections to satisfy other code or jurisdictional requirements. These services will be provided at the client's request. However, they are not included in our cost estimate and will be invoiced according to our Standard Unit Fee Schedule.

The Client acknowledges acceptance of this estimate by signing one copy and returning it to Alpha Geotechnical & Materials, Inc. We look forward to working with you on this project and are committed to enhancing the quality and therefore, value of the project to the owners.

Should questions arise concerning this estimate, please do not hesitate to contact the undersigned at (602) 453-3265 extension 132, or e-mail questions to: awold@alphageotech.com.

Respectfully submitted,

Alpha Geotechnical & Materials, Inc.

A handwritten signature in black ink, appearing to read "Patrick O'Leske". The signature is fluid and cursive, with the first name "Patrick" written in a larger, more prominent script than the last name "O'Leske".

Patrick O'Leske, E.I.T.

Project Manager

Phone: (602) 453-3265 x 106

Attached:

- Consulting Services Agreement
- AlphaWeb Client User Authorization Form to get test results on the web for Client
- AlphaWeb Third Party User Authorization Form to get test results on the web for Third Party User
- Estimate

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT is made by and between:

- **FNF Construction Inc**

hereinafter referred to as CLIENT, and Alpha Geotechnical & Materials, Inc., hereinafter called Alpha.

The CONSULTING SERVICES AGREEMENT between the parties consists of these terms and conditions, the attached PROPOSAL identified as Alpha Proposal Number:

- **18-CR-7823** **dated: 10/12/2018**

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 CONSULTING SERVICES AGREEMENT must be mutually agreed to in writing.

SECTION 1 - SCOPE OF WORK

Alpha shall perform pursuant to the terms and conditions of this CONSULTING SERVICES AGREEMENT the services as set forth in the accompanying PROPOSAL.

SECTION 2 - PERMITS & UTILITIES

1. Unless otherwise stated in the PROPOSAL, CLIENT shall apply for and obtain all required permits and licenses. CLIENT shall make all necessary arrangements for right of entry to provide Alpha access to the site for all equipment and personnel at no charge to Alpha.
2. While Alpha will take all reasonable precautions to minimize any damage to the property, CLIENT agrees to hold Alpha harmless for any damages to structures or any damage required for right of entry, in the absence of willful and gross misconduct by Alpha.

SECTION 3 - SAMPLES

Samples collected during this work will be retained for approximately 30 days after the sample is collected and then disposed.

SECTION 4 - INVOICES

Alpha will submit monthly progress invoices to CLIENT. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1 1/2%) per month on past due invoices. Alpha may require a retainer prior to start of work. Alpha will apply the retainer, if applicable, to the final invoice.

SECTION 5 - OWNERSHIP OF DOCUMENTS

1. All reports, field data, field notes, calculations, estimates and other documents prepared by Alpha, as instruments of service, shall remain the property of Alpha.
2. Alpha will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to CLIENT at reasonable times.

SECTION 6 - DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the CLIENT and Alpha agree that all disputes arising between them out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

SECTION 7 - STANDARD OF CARE & NOTIFICATION

1. Services performed by Alpha under this CONSULTING SERVICES AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty is expressed or implied.
2. Alpha 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.
3. Alpha will be responsible for data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 8 - LIMITATION OF LIABILITY

1. CLIENT agrees to limit Alpha's liability to CLIENT and all third parties arising from Alpha's negligent acts, errors or omissions, such that the total aggregate liability of Alpha to all those named shall not exceed our fees for the project or \$50,000, whichever is less. Neither CLIENT nor any third parties assume any liability for damages to others, which may arise solely on account of Alpha's negligent acts, errors or omissions.
2. As part of the consideration Alpha requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Alpha by CLIENT of any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Alpha or its successors or assigns and that no individual person shall be made personally liable or liable for damages, in whole or in part.

SECTION 9 - INSURANCE

Alpha represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that Alpha has such coverage under public liability and property damage insurance policies which Alpha deems to be adequate. Certificates for all such policies of insurance will be provided to CLIENT, if requested. Within the limits and conditions of such insurance, Alpha agrees to indemnify and hold CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by Alpha, its agents, staff, and consultants employed by it. Alpha shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

SECTION 10 - TERMINATION

1. This CONSULTING SERVICES AGREEMENT may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the event of the parties' failure to agree upon an adjustment to this CONSULTING SERVICES AGREEMENT in accordance with Section 6. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Alpha shall be paid for services performed to the termination notice date plus reasonable termination expenses.

2. In the event of termination or suspension for more than three (3) months prior to completion of all reports contemplated by this CONSULTING SERVICES AGREEMENT, Alpha may complete such analyses and records as are necessary to complete ALPHA's Project files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of ALPHA in completing such analyses, records and reports.

SECTION 11 - ENTIRE AGREEMENT

1. This CONSULTING SERVICES AGREEMENT along with the exhibits and/or proposals appended hereto constitute the entire CONSULTING SERVICES AGREEMENT of the parties with respect to the subject matter hereof.

2. The Parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this CONSULTING SERVICES AGREEMENT which will become effective on the date signed by the CLIENT below.

Alpha Geotechnical & Materials, Inc.**FNF Construction Inc**

By (signature):

By

Name (please print)

James E. Weaver, P.E.

Name

Title

President

Title

Date

Date

Pima Rd Bridge at Arizona Canal

Bridge (Abutment, Approach Slab, Piers, Deck)

<i>Units</i>		<i>Rate (\$/Hr,\$/EA.)</i>	
73.5	Technician Hours	\$45	\$3,307.50
21	Trip Charge	\$32	\$672.00
	Labor Subtotal		\$3,979.50
2	Moisture-Density Relations (Proctors), Standard (ASTM D698 A)	\$100	\$200.00
2	Moisture-Density Relations (Proctors), Standard (ASTM D698 C)	\$130	\$260.00
4	Full Sieve Analysis, (ASTM C136 & C117)	\$60	\$240.00
2	Plasticity Index (ASTM D4318), (Wet Prep)	\$150	\$300.00
2	Plasticity Index (ASTM D4318), (Dry Prep)	\$50	\$100.00
4	pH & Resistivity (AZ 236)	\$160	\$640.00
64	Compression Tests (ASTM C39), Concrete Strength	\$17	\$1,088.00
	Lab Work Subtotal		\$2,828.00
	Task Subtotal		\$6,807.50

Foundation (Caissons)

<i>Units</i>		<i>Rate (\$/Hr,\$/EA.)</i>	
39	Technician Hours	\$45	\$1,755.00
13	Trip Charge	\$32	\$416.00
	Labor Subtotal		\$2,171.00
36	Compression Tests (ASTM C39), Concrete Strength	\$17	\$612.00
	Lab Work Subtotal		\$612.00
	Task Subtotal		\$2,783.00

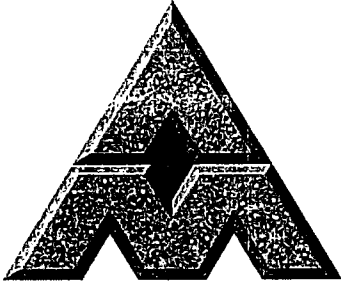
Streets & Street Related Work (Concrete Barrier, ABC, Asphalt)

<i>Units</i>		<i>Rate (\$/Hr,\$/EA.)</i>	
48	Technician Hours	\$45	\$2,160.00
8	Trip Charge	\$32	\$256.00
	Labor Subtotal		\$2,416.00
1	Moisture-Density Relations (Proctors), Standard (ASTM D698 C)	\$130	\$130.00
1	Full Sieve Analysis, (ASTM C136 & C117)	\$60	\$60.00
1	Plasticity Index (ASTM D4318), (Wet Prep)	\$150	\$150.00
16	Compression Tests (ASTM C39), Concrete Strength	\$17	\$272.00
2	Maximum Theoretical Specific Gravity, Rice (ASTM D2041)	\$140	\$280.00
2	Ignition & Gradation of Bituminous Mixtures (ASTM D6307)	\$120	\$240.00
	Lab Work Subtotal		\$1,132.00
	Task Subtotal		\$3,548.00

Project Management

<i>Units</i>		<i>Rate (\$/Hr,\$/EA.)</i>	
5	Professional Engineer Hours	\$95	\$475.00
8	Project Manager Hours	\$70	\$560.00
10	Project Coordinator Hours	\$44	\$440.00
	Labor Subtotal		\$1,475.00

Estimated Labor Total	\$10,041.50
Estimated Laboratory Total	\$4,572.00
Estimated Project Total	\$14,613.50



Arizona Materials

Corporate Offices:
 3636 S. 43rd Avenue
 Phoenix, AZ 85009
 Phone: 602-278-7777
 Fax: 602-442-6905
www.arizonamaterials.net

MATERIALS QUOTE

Quote Number: _____ Expected Start Date: _____

Bid Date: 10/10/2018 Effective Date: _____ Expiration Date: 12/31/2018

Customer: FNF Construction Customer Job #: _____

Customer Address: 115 S 48th St Tempe, AZ

Phone work/cell: 623-583-9500 Fax: 623-583-7750 Email: _____

Job Name: PIMA RD BRIDGE AT THE ARIZONA CANAL Project No: _____

Job Address: PIMA RD SOUTH OF INDIAN BEND City: SCOTTSDALE

Cross Streets: SAME

Map Grid: _____ Special Instructions: _____

Plant: _____ Round Trip Miles: _____ COD: YES _____ NO _____

Specification: _____ MAG _____ ADOT _____ STANDBY: YES _____ NO _____

Quantity	Product Description	Mix Design Code	FOB Price	Delivered Price
272	CLASS S 3500 PSI ASH	13530		\$ 87.50
128	CLASS S 4000 PSI ASH	14030		\$ 89.00
108	CLASS S 4500 PSI ASH	14530		\$ 93.50
	An 6 yard minimum order is required to avoid a small load delivery fee.			
	Fuel Fees - Waived			
Total Yds				
508.00				

2% Discount if Paid by 15th of Following Month

**Customer has 30 days to validate quote with P.O., signing issued quote, or written verification.
 This quotation based on 10 CY load size and 6 minutes/cubic yard unloading time.**

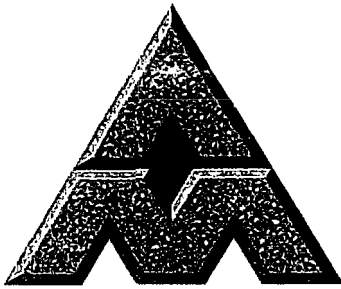
Arizona Materials, LLC Terms and Conditions of Sale (page 2) are applicable, unless excluded above.

FRANK CAMPBELL

Quoted By:

Date:

Accepted By:



Corporate Offices:
3636 S. 43rd Avenue
Phoenix, AZ 85009
Phone: 602-278-7777
Fax: 602-442-6905
www.arizonamaterials.net

Arizona Materials *Terms and Conditions of Sale*

Additives

Hot / Chilled Water - \$1.00 per cubic yard
Ice - \$0.25 per pound (3-5 business days notice require)
Non-Chloride Accelerator - \$1.50 per unit
Recover - \$2.00 per 1/2 Hour

Fiber

Micro Fiber - \$6.00 per yard
Macro Fiber (Structural) - Priced as Quoted

Color

Standard Liquid Color - See mix detail for per yard pricing
Color Washout - \$25.00 per load

Delivery

Fuel Surcharge - \$15.00 per load
Wash Out System Buckets - \$25.00 per load (requested at time of order)
Standby Charges - \$1.50 per minute beyond 6 minutes per cubic yard
Short Load Charges -

1.0 to 2.5 yds -	\$150.00
3.0 to 4.5 yds -	\$125.00
5.0 to 6.5 yds -	\$100.00
7.0 to 7.5 yds -	\$75.00

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

Weekend Delivery - \$5.00 per yard
Plant Opening Charge - \$500.00/hr, 4 hour minimum
Sunday / Holiday Opening - \$750.00/hr, 4 hour minimum

Concrete Pricing subject to change in the event of cement / fly ash allocations and/or unanticipated cement / fly ash price increases.

All materials are produced in conformance with ACI / ASTM Standards.

Contractor is responsible to provide safe access to the point of delivery.

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

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

**CALPORTLAND™****Ready-Mix**

Telephone: (602) 817-6945

Fax (602) 817-6939

Price Expiration:

03/31/2019

See acceptance clause below

Customer Name **FNF CONSTRUCTION INC** Attention _____
 Project Name **PIMA RD BRIDGE OVER AZ CANAL** City **SCOTTSDALE**
 Project **PIMA RD & ARIZONA CANAL** C/St _____
 Address _____
 Office Phone _____ Fax _____ Email _____

Date	10/19/2018	Sales	EJ (MANNY)	Cell #	(602) 809-1258	Email	enappa@calportland.com	Quote #	92752
Customer #	1002248	Job Start	10/11/2018	Job End	03/31/2019				

Volume	Product Number	Description	Unit Price	UOM	Comments
300.00	P3525CS2	3500PSI #57 CLASS S ADOT	\$85.00	CY	
150.00	P4025CS3	4000PSI #57 ASH ADOT CLASS S	\$88.00	CY	
100.00	P4525CS4	4500 PSI ADOT CLASS S	\$90.00	CY	
550	Total Volume		\$5.50	LOAD	Environmental Fee

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

Comments : **PRICING IS VALID UNTIL 3/31/2019**
ON 4/1/2019 ADD \$10.00 PER CUBIC YARD, VALID UNTIL 10/1/2019

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.

Cancellations required 90 minutes prior to scheduled delivery. 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 / Sunday / Holiday delivery is available. Please contact CalPortland for applicable charges.

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. Split-Loads or multiple Order-Backs subject to Minimum Load Charges. Under 6 CY = \$200.00

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 pro-rated 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.



Seller Acceptance: _____

Date Received: _____

Acceptance Date: _____





Ready Mix Terms and Conditions

Customer #	1002248	Customer Name	FNF CONSTRUCTION INC
Quote #	92752	Project Title	PIMA RD BRIDGE OVER AZ CANAL

Tempered Water:	\$2.00 per cubic yard.
Ice:	\$0.40 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 yard
Macro Fiber:	(Structural) Priced individually
Standard Liquid Color:	\$2.75 per pound – 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
Plant Opening Charge:	\$250.00 per hour/4 hour minimum.
Saturday Service:	\$5.00 per cubic yard Saturday operating hours 5:00am – 12:00pm Loads delivered outside of operating hours subject to additional charges
Sunday/Holiday Opening:	\$500.00 per hour/4 hour minimum.
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:



casefoundation.com

October 9, 2018

FNF Construction, Inc.
115 S. 48th Street
Tempe, Arizona 85281

Attn: Greg Harasha

Reference: Budget Pricing – Pima Road Bridge at Arizona Canal
Scottsdale, Arizona
Preliminary Quotation

We are pleased to submit budget pricing for the installation of the twelve (12) drilled shafts for the above referenced project.

This budget is based on preliminary project information. **Due to the fact that no borings are available for the pier shaft locations, we have assumed shaft excavation will be in stable ground conditions, in-the-dry, without the use of casing or slurry.**

Our estimation of cost is as follows:

Description	Units	Quantity	Unit Price	Extended Amount
Mobilization	LS	1	<u>\$34,000.00</u>	<u>\$34,000.00</u>
Drilled Shaft Foundation (48")	LF	240	<u>\$214.00</u>	<u>\$51,360.00</u>
Drilled Shaft Foundation (60")	LF	300	<u>\$335.00</u>	<u>\$100,500.00</u>
Integrity Testing	LS	1	<u>\$12,000.00</u>	<u>\$12,000.00</u>
Integrity Test Tubes	LS	1	<u>\$20,800.00</u>	<u>\$20,800.00</u>
Total Bid Amount				<u>\$218,660.00</u>

Schedule

This budget is based on the assumption that all caissons will be available and installed during one mobilization utilizing two drill rigs (if available) during each mobilization, working 10 hour shifts 5 days per week, during daylight hours; weekends and holidays excluded. If additional mobilizations are required they will be charged at **\$34,000.00** each. We have included one onsite relocation of one drill rig to access abutment shafts that may not be accessible by ramps into and out of the canal.

Case Foundation Company
4050 E. Cotton Center Blvd. Suite 10
Phoenix, AZ 85040



t: 602-454-0988
f: 602-454-2165

Assumptions:

1. This budget includes the cost of labor, equipment and materials as of the day of this quote.
2. We have assumed that the site grade will be prepared to approximately top of shaft elevation by others to provide a level, stable work platform at all shaft locations.
3. We have assumed that all shaft locations can be accessed by our drill rig and crane, under their own power. We have included one onsite trucking move across the canal in each mobilization.
4. **We have assumed that overhead electric lines will be de-energized or relocated prior to our mobilization.**
5. All shafts will be available, all cages will be built, and the site will be prepared prior to our mobilization.
6. All reinforcing in shafts must be configured to allow concrete placement down the center of the shaft.
7. Drilled shafts will be installed in accordance with normal industry practice and in accordance with ADOT 609.
8. We have assumed that there will not be any restrictions in excavating adjacent drilled shafts on the project.

Includes:

1. Excavation of shafts from approximately top of shaft elevation or as mutually agreed, in-the-dry, without the use of casing or drilling slurry.
2. Mechanical clean-out of shaft bottoms prior to concrete placement. Cleanout may occur the day following excavation.
3. Furnish hoisting power and labor to set full length reinforcing steel cages delivered to the shaft location complete with centralizers attached by others. Securing reinforcing cages for General Contractor to perform splicing over the shaft if required.
4. Furnish and place ADOT Class "S" 3,500 psi concrete via free fall in all shafts to top of shaft elevation.
5. Furnish operated loader to maintain clean drilled shaft work area, service drill rig and crew during all drilling hours, and stockpile spoils for removal and disposal by others.
6. Furnish shaft protection for drilled shaft excavations until our concrete is placed.

Excludes:

1. General site preparation, maintenance, dewatering and restoration.
2. Detection, relocation, protection, or underpinning of existing utilities and structures that may be damaged by drilling operations or equipment traffic.
3. Level, dry access to each drilled shaft location for drilling equipment and concrete delivery.
4. Removal and disposal of overhead or underground obstructions. Drill rig delays due to manmade/man placed, or boulder obstruction removal will be charged as extra work.

5. All field engineering services required for drilled shaft construction, including survey, layout and cutoff elevations, during all hours of operation.
6. Rock excavation.
7. Furnishing reinforcing steel cages to each shaft location. Furnishing and installation of mechanical couplers for splicing cages.
8. Cleaning and/or chipping construction joint/top of shaft. Cleaning/sandblasting reinforcing steel.
9. Curing top of shaft concrete. Forming and pouring above working grade.
10. Furnishing sand/pea gravel backfill for any shaft cut off below working grade.
11. Furnishing and placing of excavation covers and protection of shafts after concrete placement included herein.
12. Concrete washout.
13. Spoil removal/disposal.
14. Shop drawings and as-builts.
15. Installation or maintenance of erosion or sediment control, traffic screens or any other environmental or SWPPP measures.
16. Any costs for hazardous/contaminated materials.
17. Soil testing, concrete testing or any inspection services.
18. Providing shaft entry.
19. Traffic control and flaggers.
20. Dust control.

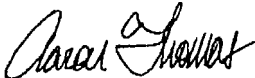
Miscellaneous Information:

1. Payment and Performance Bond can be provided but will result in a 0.4% increase to our final contract amount.

We look forward to the opportunity to work with you on this project. Please call if we can be of further service.

Very truly yours,

CASE FOUNDATION COMPANY



Aaron Thomas, PE
Project Manager

QUOTATION



6 Lopez Loop
Belen, New Mexico 87002
Phone: (505) 864-0238 Fax: (505) 861-0323

Date: October 18, 20
Quotation No.:
Revision No.:

To FNF Construction

Project Reference: City Of Scottsdale Proj SC04

Pima Road Bridge

Castillo Ready Mix Concrete Inc. is pleased to submit the following quotation for your review:

Quantity	UOM	PRODUCT
1309	LF	SIV-48 Voided Slabs
24	each	Same as above FOB Plant Belen Tie Rod Assembly's HDG

Terms & Conditions: Invoices will be submitted on a weekly basis. Invoices to be paid within 30 days.
Castillo Prestress will not accept liquidated damages or retainage.
Delivery rate will be 5 slabs, skip one day and repeat till completion
Spans 1 & 3 weigh 19.5 Tons each, Span 2- 16 Tons each

1. Prices are FOB Jobsite unloaded by others, Based on trucks using their own power. Contractor to provide safe access t
2. Unloading Time per Truckload: Two Hours. Overtime Rate: \$75.00/Hour
3. Price does not include outside testing or inspection services.
4. Price based on Grey, normal weight concrete. Does not include any type of surface applied coatings
5. Prices based on order of all materials, Terms and Conditions are firm for acceptance within thirty days from proposal date. This proposal shall be made a part of any subsequent purchase agreement.
6. Delivery shop drawings 3 weeks, production 4 weeks after approved drawings
7. Delivery also contingent on ADOT approval of our facility and our concrete mix design.
8. **No additional loose items included such as bearing pads, sole plates, abut. Dowels etc.**

Steve Ruiz

We appreciate the opportunity to be of service to you.

Estimating/ Project Manager

Castillo Ready Mix Concrete Inc.

E-Mail: sruiz@castilloprestress.com

Cell: 505-582-5247



018
089.1-18
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Price per UOM		
\$285.00	per LF	FOB Jobsite
\$232.00	per LF	FOB BELEN
Included		

o Hook



1830 W. Broadway Road, Mesa, Arizona 85202
(480) 969-6300 FAX: (480) 969-7300

PROPOSAL

Proposal Submitted to: F N F CONSTRUCTION	Bid No.: TE05B	Date: 10/12/18
Fax #, Phone # :	Job-Name: PIMA / AZ CANAL DRY UP	
Address, City, State, Zip Code:	Job Location: SCOTTSDALE, AZ	

ITEM	QUANTITY	DESCRIPTION	UNIT	AMOUNT
1	275 LF	12-3" PVC DUCT BANK	110.00	30,250.00
		Conduits racked and installed in FNF provided trench.		
		FNF to furnish/install any shoring required.		
		FNF to provide and install trench/backfill/slurry/patching.		
			TOTAL	\$30,250.00

Note:

Contractors West, Inc. reserves the right to bill for additional work performed not included on this proposal. Fenced secured staging yard within GC's project yard provided by GC.

Inclusion:

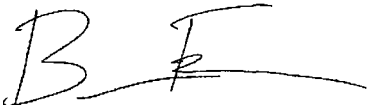
Labor & materials to complete project per plans & specs. Noted 0 addenda.

Exclusion:

Police Officer Presence, Traffic Control, Barricades, Trench Plates, spoil haul off, Sawcut/Asphalt/concrete/landscape removal or restoration, foundation/conduit removal, Bond premium 1.5%, Sales tax, Survey, Sampling, Testing, Permits & fees, Electrical Service & Development Fees, Hard dig, Cobbles or Rock Excavation (CASE 580 Backhoe), Construction water, Dust control, Track out, Staging yard, Weekend or overtime, Temporary roads and access for work areas, Redlines, GPS or GIS As-builts, Overhead power line protection, deenergizing or lineman cost.

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of: *****Thirty Thousand Two Hundred Fifty and 00/100***** dollars (*****\$30,250.00*****). All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Submitted by: Bruce Farmer Acceptance of Proposal: _____

Signature:  Authorized Signature: _____

This proposal may be withdrawn if not accepted within 30 days.

CORESLAB[®] STRUCTURES (ARIZ) INC.

October 3, 2018

Mr. Greg Harasha
FNF Construction, Inc.
115 S. 48th Street
Tempe, AZ 85281

Project: Pima Road Bridge (75%)
Scottsdale, Arizona

Re: Precast Concrete Bid

Gentlemen:

Coreslab Structures (ARIZ) Inc. proposes to fabricate, deliver and erect the following items for the lump sum amount listed.

BASE BID: (Part 1) Fabricate, Stored in Coreslab Yard\$330,800.00
(Part 2) Deliver and Install.....\$92,000.00
Total Base Bid\$422,800.00

PRECAST SCHEDULE (Preliminary)

NTP & Release Material Procurement Oct. 19, 2018
Shop Drawings & Calcs.....(4 weeks)..... 11/05 to 12/04 '18
Approvals(4 weeks)..... 12/10 to 01/04 '19
Mold Set Up (1 week)..... 01/07 to 01/11 '19
Fabrication (Lead).....(2 weeks)..... 03/25 to 04/05 '19
Installation(3 days).....04/10 to 04/12 '19
(Set Girders, Grout, Tie Rods)

PRECAST PRODUCT

21" Deep x 48" Voided Slabs 30 Pcs 5,240 SF

MAILING: P.O. BOX 18150 • PHOENIX, ARIZONA 85005
5026 SOUTH 43RD AVENUE • PHOENIX, ARIZONA 85041 • (602) 237-3875 • (602) 237-3459

ARIZONA • ARKANSAS • CALIFORNIA • CONNECTICUT • FLORIDA • GEORGIA • INDIANA
KANSAS • MISSOURI • NEBRASKA • NEW MEXICO • OKLAHOMA • ONTARIO • SOUTH CAROLINA • TEXAS

CLARIFICATIONS

1. This bid is based on preliminary 75% drawing sheets (5 total) S-01.11 thru S-01.15 City of Scottsdale dated 10/2018, general plan and typical sections and notes, email clarifications dated 9/27/18.
2. This proposal is based on bridge design specifications per AASHTO Design Specifications LRFD Construction 7th Edition with 2015 with 2016 interim revisions. Design Loading Live Load HL 93 (LRFD) & Dead Load 25 PSF for future wear surface.
3. Bridge construction specifications are per ADOT Standard Specifications for Road & Bridge Construction 2008 Edition.
4. This proposal is based on the #8 bearing pin dowels at centerline of each girder being placed after girder is in place. This is necessary to facilitate installation of transverse tension rods during sequential placement of each girder.
5. All drilled shafts and abutments are by FNF and are required to be completed to bearing elevation in those areas where precast erection is scheduled. All other walls are also by the Contractor including wing walls, and retaining walls.
6. Transverse tie rods to develop 30,000 lbs. as required. All tie rods, nuts, and washers are galvanized in accordance with ASTM-A153.
7. The Contractor will provide a close-by staging area for Coreslab trucks.
8. Erection/crane and truck access to be provided by FNF access will be required from both abutments to erect slabs for the Pima Road Bridge.
9. During the erection and grouting of the voided slab units, Coreslab shall implement a controlled access zone in accordance with OSHA requirements for fall protection. During this time, the entire deck shall be declared a "Controlled Access Zone" and no other activity will be allowed. No other trades shall infringe in this zone, nor stockpile materials or equipment until all of Coreslab's work has been completed, and the deck has been released to the General Contractor.
10. This proposal is valid until October 19, 2018 and is contingent upon final approval by Coreslab's Credit Department.

PRODUCT FINISHES

This bid assumes a **COMMERCIAL GRADE** finish for the precast concrete on all interior surfaces. A **COMMERCIAL GRADE** finish is defined as an "as cast" finish. The surface will contain air holes ("bug holes") and water marks and there may be some minor chips and spalls. There may be some scaling and/or scouring. There may be patches and streaks of color variation within the surface

and the overall color tone may vary between pieces. There may be form marks due to joints, dents or holes in a steel form, or knots and grain from a wooden form. Large fins from joint bleeding will be removed, but small fins may remain. Only "honeycombed" and/or badly spalled areas will be repaired or finished. Maximum allowable form joint offset is 3/16 inch [5 mm]. Hairline (less than 0.006 inches [0.15 mm]) cracks due to drying shrinkage will not be filled.

Concrete Materials	Portland Cement:	Type II or Type III
	Sand:	Salt River
	Coarse Aggregate	Salt River

Voided Slabs:	Structural finish, intentionally roughened ($\frac{1}{4}$ " aptitude) top and bottom, as customarily manufactured with no caulking or grouting of underside longitudinal joints.
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INCLUSIONS

1. 3" diameter holes at each end of the slabs at abutment per details.
2. Cutting prestress strand flush with concrete and coat with asphaltic material – at abutments and with strand extensions at center piers.
3. 4" diameter PVC pipe through voided slab.
4. Galvanized transverse tie rods, washers and nuts per details.
5. Structural grouting of voided slab longitudinal joints.
6. One move into the job for the erection of all members has been included in this proposal. Additional move-ins that are attributable to the Contractor will be charged at \$9,500.00 for each occurrence.

EXCLUSIONS

1. Bearing pads, note: none indicated on sheets provided.
2. Any precast items not listed above.
3. Topping slab.
4. Miscellaneous material for other portions of construction.
5. Structural or miscellaneous steel of any kind (other than that included above).
6. Cast in items for other trades (other than included above).
7. $\frac{1}{2}$ " bituminous joint filler and 1" hot poured sealant, if required.
8. #8 x 4'-0" bearing pin dowels @ centerline at each girder.
9. Caulking or sealants.
10. Street cleaning of any kind.
11. Dust control, specifically water truck and/or driver.
12. Painting of any precast concrete.
13. Openings (other than included above).
14. All field bending of reinforcing steel.
15. Furnishing or placing loose rebar.

16. Painting or galvanizing of any steel embedments.
17. Liquidated, actual and/or other damages of any kind.
18. Cost of performance or materials payment bonds.
19. Permits of any kind: street, building etc. (except our own truck and crane movement permits.)
20. Traffic control at/or near the jobsite.
21. Cost of plant and/or field inspection and testing. (Coreslab is a PCI Certified Plant and PCI Qualified Erector)
22. Repairing or cleaning Coreslab products damaged by others.
23. Treatment of underside of joints between slabs.
24. Sales tax.

GENERAL CONTRACTOR PROVIDED ITEMS

1. Controlling Dust and Respirable Crystalline Silica

The General Contractor shall be responsible for controlling dust (which may include respirable crystalline silica) on the project regardless of its source(s) including, but not limited to, windblown onto the site, generated by truck and equipment travel regardless of who is operating the truck or equipment or generated by other parties. Coreslab Structures shall only be responsible for control of dust generated by the performance of its work activities such as cutting, sawing, drilling, grinding attaching, patching or altering the precast.

Coreslab Structures shall have the right to stop work and restrict access to the affected area(s) under the applicable OSHA standard if it can demonstrate, through appropriate monitoring devices or other methods, that the dust being generated is or is anticipated to be in excess of OSHA requirements related to total dust or respirable crystalline silica.

Any civil penalties imposed by OSHA or other regulatory bodies against Coreslab Structures due to non-compliance with the dust standards and due to no fault of Coreslab Structures shall be the responsibility of the General Contractor.

2. Firm, level and clear all-weather access for delivery and erection equipment under their own power. An unobstructed working strip 65 feet wide will be required adjacent to the abutments as coordinated with Coreslab Erection Department. Any power line closer than 10 feet to the operating radius of the crane required for erection shall either be moved or the power shut off. Any ramp required for access of delivery and/or erection equipment will be an 8% or less slope and of sufficient width to safely operate all equipment. Coreslab Erection Department will approve all site conditions prior to authorizing the start of any field operations.
3. Traffic control if required during delivery and/or erection at/or near the jobsite.

4. Clean, level bearing surfaces free from all obstructions at the proper elevation to receive Coreslab components.
5. All safety barriers, opening covers or any other safety measures required by OSHA or other safety regulatory agency.
6. Adequate protection of curbs, sidewalks or asphalt to prevent damage caused by Coreslab's heavy trucks and crane.

DRAFTING, DESIGN AND APPROVALS

This proposal is based on Coreslab's standard design, manufacturing and installation criteria. Coreslab will provide member design and shop drawings. Approved shop drawings shall constitute the extent and scope of work required by Coreslab under this Agreement. Coreslab will not manufacture any product until approved shop drawings have been received.

QUALITY ASSURANCE

All of the precast/prestressed concrete in this proposal shall be fabricated in accordance with PCI MNL-116.

JOBSITE SAFETY

Because conventional fall protection is infeasible and creates a greater hazard at the leading edge and during the initial connection activity, we plan to do this work using a safety monitoring system as outlined in OSHA Federal Registry 1926, subpart M, Fall Protection. A detailed Fall Protection Plan will be submitted prior to commencement of work.

ADDITIONAL INSURED AND INDEMNITY PROVISIONS

Additional insured coverage is to be furnished by an insurance certificate.

Indemnification shall be limited to the extent of bodily injury and property damage caused by the negligent acts or omissions of Coreslab Structures (ARIZ) Inc. or by anyone employed directly or indirectly by them during the performance of their work. In no event, shall Coreslab Structures be required to defend, indemnify or hold harmless any Indemnatee for any negligent acts or omissions of an Indemnatee.

If a subcontract is issued in lieu of signing this proposal letter, the contract indemnity clause must read:

"To the fullest extent permitted by law, Coreslab Structures (ARIZ) Inc. shall indemnify, defend and hold harmless the General Contractor, Owner, Architect/Engineer, Architect's Engineer's consultants, and agents and employees of any of them (hereinafter referred to as "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to

attorney's fees arising out of or resulting from the performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Coreslab Structures (ARIZ) Inc., anyone directly or indirectly employed by Coreslab Structures (ARIZ) Inc., or anyone for whose acts Coreslab Structures (ARIZ) Inc. may be liable, regardless of whether or not such claim, damage, or expense is caused in part by an Indemnatee. In no event, however, shall Coreslab Structures (ARIZ) Inc. be required to defend, indemnify or hold harmless any Indemnatee for any negligent acts or omission of an Indemnatee."

NOTE: This is the only language we will accept regarding indemnification, in a subcontract.

GENERAL CONTRACTOR TO CARRY "BUILDER'S RISK"

This proposal is based upon the General Contractor or Owner carrying full coverage "Builder's Risk" on the entire project to which this proposal applies, at no expense to Coreslab. The General Contractor will provide evidence of such coverage to Coreslab prior to any product being delivered to the jobsite.

Coreslab agrees to hold the General Contractor harmless for property damage and bodily injury which results from, and which is limited to, acts of negligence on the part of Coreslab, its employees, agents, and subcontractors. However, the General Contractor agrees to take all necessary protective measures to prevent damage to utilities, footings, foundation walls, curbs, sidewalks, driveways, and concrete or asphalt paving and to release Coreslab from liability for such damage that occurs. Every effort will be made by Coreslab crews to avoid such damage.

PAYMENT TERMS

Monthly progress payments shall be made for drafting, design, mobilization, fabrication, delivery, erection and any other work that may have been performed during the previous month. Material, which has been cast and stored in Coreslab's yard, is specifically included.

Retention basis will be reduced to 5% upon 50% completion of our work. The final release is due within 30 days of completion of the project.

Monthly and final payment will adhere to the terms and conditions of Arizona's Prompt Payment Act.

REMEDIAL WORK

Coreslab using its own specialists and workers shall perform remedial jobsite work. No back charges will be accepted unless authorized in writing by a representative of Coreslab. If so authorized, invoicing of complete charges must be received in its office within 15 days of completion of the work.

UNFORESEEN DELAYS

Coreslab will not be liable for delays in the fabrication or delivery of materials as a result of fire, labor difficulties, transit loss or damage, non-availability of supplies from usual sources, acts of God, or, without limitation by the foregoing, any causes beyond Coreslab's reasonable control.

This subcontract shall not be assigned without the written consent of Coreslab. A formal purchase order or contract submitted must stipulate: "Terms and conditions set forth in Coreslab's proposal of October 3, 2018." Coreslab reserves the right to reject any subcontract tendered which is inconsistent with terms outlined herein.

We thank you for the opportunity of submitting this proposal.

Sincerely,

CORESLAB STRUCTURES (ARIZ) INC.

Steve Spears
Senior Project Consultant



22811 S. LINDSAY RD
CHANDLER, AZ 85249

DATE	PROPOSAL #
7/20/2018	216

NAME / ADDRESS
Premier Engineering Corp. 6437 W. Chandler Blvd. Ste 1 Chandler, AZ 85226

LOCATION	PROJECT
Pima Rd	Geotech

DESCRIPTION	QUANTITY	RATE	TOTAL
Mobilize/ Demobilize	2	135.00	270.00
Drilling Operations (2-60')	7	135.00	945.00
Thank you for your business.		TOTAL	\$1,215.00



Hanson
HEIDELBERGCEMENT Group

4025 S. McClintock Dr. #202
Tempe, Arizona 85282
Sales: 602-685-4800
Fax: 602-275-9146

Concrete Dispatch: 602-685-3400

Quotation No. 108230

Sales Rep
Hall, Kyle M
Ph:(602) 690-7317

JOB NAME CITY OF SCOTTSDALE CMAR PIMA RD BRIDGE	MAP	JOB / P.O. NUMBER 65246/	QUOTE DATE 10/15/2018
JOB LOCATION PIMA RD & MCDONALD RD SCOTTSDALE, AZ	JOB START DATE		

CUSTOMER FNF CONSTRUCTION
CONTACT GREG HARASHA 480 7842910 GHARASHA@FNFINC.COM
STREET ADDRESS 115 S 48TH ST
CITY, STATE, ZIP TEMPE AZ, 85281
CUSTOMER NO. 1406344

BID DATE
October 12, 2018

EXPIRATION DATE
April 30, 2019
** See Escalator Clause

QTY	UOM	MATERIAL DESCRIPTION	PRODUCT CODE	PRICE
0	DS	NON-CHLORIDE ACCELERATOR (PER UNIT)	3333	\$.60
0	EA	WATER - HOT - PER YARD	5060	\$.00
0	DS	RETARDER (LEVEL PER YARD)	5161	\$1.00
0	EA	WATER-CHILLED-PER YARD	8200	\$.00
0	LB	ICE (PER LB./PER YARD)	8300	\$.55
0	EA	NITRO1	NITRO	\$3.66
0	EA	ORDERBACK FEE - MULTIPLE ORD BK SAME ORD	ORDBK	\$25.00
0	EA	STAND-BY - CONCRETE - PER MINUTE	9999	\$2.00
0	EA	WEEKEND CHARGE - P/YD - SUBJECT TO AVAI	9960	\$5.00
0	EA	OPEN UP CHARGE - WEEKDAY	5404	\$500.00
0	EA	SATURDAY - OPEN UP CHARGE	5402	\$1500.00
0	EA	SUNDAY - OPEN-UP CHARGE	5401	\$3000.00
0	LB	FIBERS 150 - MICRO - PER YARD	8000	\$6.00
0	/L	FUEL SURCHARGE - P/LD - MARKET DRIVEN WI	3835	\$15.00
272	CY	3500 PSI-F, 1" ADOT CLASS 'S'	D353141	\$80.00
128	CY	4000 PSI-F, 1" CLASS S	D403141	\$82.00
108	CY	4500 PSI-F, 1", ADOT CLASS S	D453141	\$84.00

ADDITIONAL COMMENTS

- SHORT LOAD CHARGES DO NOT APPLY NITRO PRICE OF \$3.66/UNIT IS EQUIVELENT TO ICE PRICE AT \$0.55/POUND

PRICES DO NOT INCLUDE TAX, IF APPLICABLE RATE IS 8.60%

Escalation Notes:

Signature: Kyle M Hall

Date: 10/15/2018

CONCRETE TERMS AND CONDITIONS

- ALL ORDERS AND QUOTED PRICES ARE SUBJECT TO CREDIT APPROVAL.
- Stand by Charges: First five (5) minutes per yard at no charge. Thereafter \$2.00 per minute (\$120.00 Per Hour).
- Cancellation for deliveries during non-operating hours requires 48 hours notice.
- Hanson Aggregates of Arizona, Inc. is not responsible for damage to tools, vehicles, or equipment on the job-site.
- Hanson Aggregates of Arizona, Inc. is not responsible for damage inside the curb line. Owners or buyers are responsible for providing safe and reasonable access to locations where concrete is to be deposited.
- All materials are subject to availability and may be allocated or not available if shortages develop, inclement weather, or acts of God occur.
- There is a required 3 yard minimum load size for all deliveries of high-performance concrete (strengths in excess of 6000 PSI or sack content above 8), lightweight concrete, or color concrete.
- Customer shall provide an authorized person to sign each delivery ticket.
- Customer is responsible for providing a contained area for the ready mix truck wash out and to properly dispose of the wastewater.
- Customer is responsible for a safe work environment.
- All claims regarding delivery or product quality must be submitted in writing within 45 days from the date of service. Claims over 45 days will not be reviewed by Seller.
- Discount 1% 15th Prox, Net 30th Prox.

- Short Load Charges: If applies 1yd - \$240.00 2yd - \$210.00 3yd - \$180.00 4yd - \$150.00 5yd - \$120.00 6yd - \$90.00 7yd - \$60.00 8yd - \$30.00
- This Quote is valid for 60 days following the quote date listed above.

NOTES AND COMMENTS

- **PLEASE CONTACT THE SALES DEPARTMENT PRIOR TO ORDERING FOR A PROJECT THAT WE ARE GOING TO SUPPLY.**
- Please order by product codes when given. Mix designs are available upon request.
- Changes in the cementitious content or admixture dosages will be charged to the customer accordingly.
- Seller is not responsible for concrete temperature and does not warrant that available materials and products will meet specific shrinkage requirements.
- Seller does not warrant against pop-outs, color variations, or cracking. The placement, finish, and overall aesthetics of this product are the responsibility of the Buyer.
- Concrete is not sold for any particular use or purpose and is not warranted to be acceptable for use in the specific environment or soils condition.

Exclusive Warranty and Remedy: Seller warrants that the product sold hereunder will conform to the applicable specifications set forth on the face hereof. EXCEPT FOR SUCH EXPRESS WARRANTY, SELLER MAKE NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, and all other warranties of merchantability and fitness for a particular purpose, are hereby disclaimed. Buyer's sole and exclusive remedy for any defective or non-conforming product shall be, in the Seller's sole determination, (1) the repair or replacement by Seller of the defective product or (2) the refund of the price paid for such product. Seller's liability hereunder shall in no event exceed the amount paid for the product sold hereunder and SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.



HARK DRILLING, INCORPORATED

12225 W. Peoria Ave, Suite A

El Mirage, AZ 85335

* Phone 623/434-3105 * Fax 623/434-3175

Date: October 16, 2018
To: FNF CONTRACTING
Attn: Greg Harasha

PROJECT: PIMA ROAD BRIDGE AT ARIZONA CANAL
RE: Drilled Shafts Foundations

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>	<u>ESTIMATED UNITS</u>	<u>ESTIMATED COSTS</u>
6090001 D.S. 4' DIAMETER	\$279.00	LF	240	\$66,960.00
6090002 D.S. 5' DIAMETER	\$437.00	LF	300	\$131,100.00
6090003 D.S. Integrity Tubes/Test	\$53,460.00	LS	1	\$53,460.00
6090004 D.S. Wet Contingency	\$190,000.00	LS	1	\$190,000.00
Subtotal				\$441,520.00

Clarifications/Exclusions:

- Pricing includes - Drilling from top of caisson elevation, Setting your Steel with accessories, S/P 3500 psi Concrete
- Pricing includes - Integrity tubes and testing priced separately
- If additional mobilizations are required they will be invoiced at \$5000 EA
- All additional safety orientation/training and panel drug testing over Hark policy excluded
- All overtime, additional shifts, weekends excluded
- All insurance and indemnity over Hark Policy excluded
- Location/removal of all underground/overhead utilities to be completed by others
- Blue stake, potholing, surveying, layout/alignment of elevations and traffic control to be completed by others
- All excavation, spoil removal/handling, water supply, water disposal, dust control and hole covers to be completed by others
- Pricing excludes steel reinforcement with accessories and moving on site
- All other inspections/ testing to be completed by others
- Site to be truck, track rig drill accessible and track out maintained by others
- Pricing excludes - Sales Tax

This is all required to perform the work stated in proposal. This proposal shall remain valid for 30 days. Acceptance of this proposal becomes a legal contract. Pricing excludes taxes.

Payment Terms: Full payment without retention is due within 30 days of invoice. Unpaid amounts shall accrue interest at rate of 1.5% per month. Customer shall be liable for all costs of collecting amounts due and unpaid, including reasonable attorney's fees.

Once Hark Drilling, Inc.'s work has commenced and the project happens to delay to no fault of Hark Drilling, a stand by rate of \$520 per hour will be applied to the invoice.

Hark Drilling, Incorporated appreciates your business and will do everything within control to meet your needs and make your project a success.

Sincerely,

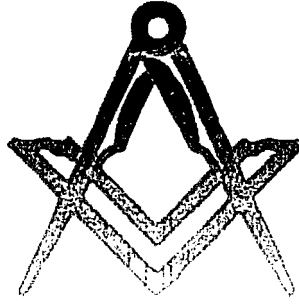
Hark Drilling, Inc.
Raymond Suiter

Company: _____

By: _____

Date: _____

METRO



ENGINEERING & SURVEY, LLC.

October 25th, 2018

PROJECT: Pima Road Bridge at Arizona Canal
PROJ NO: SC04
LOCATION: City of Scottsdale

Dear Mr. Harasha,

Metro Engineering and Survey, LLC. is an Arizona certified **DBE member** and pleased to present this proposal to you to provide Professional Services for the above referenced project.

In order for Metro Engineering and Survey, LLC. to provide the Construction Surveying & Layout, the Client or representatives of the Client, shall supply:

- 1.. A hard copy of the Approved plans and special provisions for this project.
2. Electronic CADD File

SURVEY SCOPE OF WORK

This proposal covers items listed in below scope of work, and any additional work not covered by this proposal will be addressed with a change order or with a separate proposal.

1. Furnish all materials, personnel, and equipment necessary to perform all surveying, staking, and verification of the accuracy of all existing control points.
2. Structure bridge layout: Stake drilled shafts, pier/abutment caps, bearing pads, and bridge screed elevations.
3. Stake concrete curb and gutter every 25'
4. Establish final lift pavement markings every 50'
5. Work shall be done under the direct supervision of a registered land surveyor.
6. Office Calculations, Research, Travel and Supervision

ESTIMATED COSTS AND ANTICIPATED FEES

Proposal is based on the needed survey crew(s) working approximately 15 days.

The items associated with this proposal are presented below:

1	Construction Surveying and Layout	\$28,756.00
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Notes

1. 48-hour notice given for scheduled work.
2. Proposal is good for 30 days from date of quotation.
3. This proposal is based on a mutually agreed upon contract.
4. This estimated fee is for a one-time only staking and location for each line item. It is contractor's responsibility for the protection of all staking.
5. If additional staking is required, work shall be paid on an hourly basis at our current billing rates.
6. Our office or field crew chief must be notified immediately if any discrepancies or inaccuracy of stakes is suspected. If notification is not given and we are not afforded the opportunity to either verify or correct these inaccuracies we shall accept no responsibility or liability for those items. Any questions regarding accuracy of construction layout will not be considered unless the reference points from which the layout occurred are preserved intact in their original and undisturbed state.
7. The survey proposal is based upon completion of scoped items as a unit whole, not being segmented, phased or broken up into multiple un-scheduled trips. Situations out of our control (i.e. contractor not ready for survey after scheduled crew arrives, site/work area not accessible or ready for staking) not allowed Metro Engineering and Survey perform these duties will result in additional charges.
8. Any scope of work not included in the above survey scope of work is excluded from this proposal

Metro Engineering and Survey, LLC. appreciates the opportunity to provide technical services to you, and looks forward to performing this work. Should you have any questions regarding this submittal, please do not hesitate to call.

Sincerely,

Brandon Gallimore

Metro Engineering and Survey, LLC.

7777 North 70th Avenue
Glendale, AZ 85303
Office: 623-879-0610
Fax: 623-879-0611

CERTIFIED DBE



Vendor # 20099827

Submitted To: FNF Construction



BID PROPOSAL

DATE: September 13, 2018
PROPOSAL # BG091318
PROPOSAL GOOD FOR 30 DAYS
PROJECT: Pima Rd

ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
1	Initial Fee for Bags, Flags, Plans	one time fee	\$420.00	
2	Labor to setup right lane closures	each	\$210.00	
3	Equipment per day for right lane closures	per day	\$119.00	
4	Labor to pickup right lane closures	each	\$210.00	
5	Labor to service and maintain once a week	per week	\$105.00	
6	Message board	per day	\$45.00	

Need to Add 8.6% Rental Sales Tax to Total Barricade Cost

Includes: Temporary Traffic Control Devices for a road closure. Message boards

excludes: **8.6% Rental Sales Tax, Permit Fees, ADA ped wall, Water barrier, Flaggers, Project signs.**

Terms & Conditions

Scope of Work: Temporary traffic control required to complete the job according to the approved traffic control plans prepared by Metro Traffic Control, LLC.

Conditions: Labor will be billed upon actual port to port hourly rates.

Taxes are not included. Sales tax will be added to billing as applicable.

Service will be defined as equipment that does not meet the Manual on Uniform Traffic Control Devices (MUTCD).

Any replacement of traffic control devices caused by construction activity, excessive winds and devices damaged by the traveling public will be billed port to port.

Traffic control equipment that is "stored" in project yards for future use as requested by the General Contractor will be charged as in use. Net 30 Days on all rental and labor. On all jobs with labor, one hour minimum charges will apply.

Payment: 0% Retention

Agreement: The undersigned hereby accepts this bid (the above prices, specifications and that the conditions are satisfactory) and authorizes Metro Traffic Control, LLC to furnish all materials and labor proposed above which is required to complete the above described project. The Parties agree that this Bid Proposal is incorporated into any subcontractor agreement between the parties, whether signed or not, and in the event an inconsistency exists between the term of the subcontractor agreement and this Bid Proposal the parties agree that the terms of this Bid Proposal shall control and shall supersede and replace any such terms between the parties.

The undersigned agrees to pay the amount stated in this proposal upon completion of work and presentation of progress payment request. In the event it becomes necessary to refer any unpaid balance owed for work performed to an attorney, the undersigned agrees to pay all attorney fees and all costs incurred in the collection of the monies due under the term of this agreement.

FNF Construction
Accepted this ____ day of _____, 2018.
Signed: _____

Metro Traffic Control, LLC.
Confirmed this 13th day of September 2018.
Branley Gallimore



Proposal Date: 10/8/2018

0

Paradise Rebar, Inc.

2547 West Jackson Street, Phoenix, AZ 85009 (602) 447-0839 Fax 447-8019

SECTION IV- STANDARD CONDITIONS OF AGREEMENT

- 1 X Purchaser agrees to furnish design information, location of pour joints and construction schedules in sufficient time to allow for the preparation and approval of detail drawings plus a minimum of seven (7) working days for fabrication and delivery. 48 hours notice is required for cancellation of previously scheduled deliveries and two (2) weeks notice of job requirements and changes in construction.
- 2 X Purchaser agrees to give Seller 24 hours notice for workman at jobsite and placement to be done on normal 8 hour shift excluding weekends and holidays.
- 3 X No charges for labor or materials, furnished by Purchaser shall be allowed as a credit, unless authorized in writing by Seller at time of transaction.
- 4 X All backcharges and/or deductions of any kind must be addressed and presented to the Seller within 30 days of the occurrence.
- 5 X Purchaser will provide clear access roads and ramps for unloading of trailer/ truck deliveries to within 50 ft of point of installation and reasonable storage areas.
- 6 X All Indemnification per AIA - A401 (2007) Standard Form of Agreement Between Contractor and Subcontractor.
- 7 X Additional insured for other than Purchaser will be @ \$100.00 per request.
- 8 X All Liability Insurance is for \$5,000,000 coverage. Any additional coverage may result in additional costs.
- 9 X Terms of Payment: Purchaser agrees to pay Seller 100% of total billing for materials, within 30 days of invoice billing date. NO RETENTION ON MATERIAL. In the event Purchaser does not make payment within the time period specified above, Seller will have the right to vacate the jobsite without penalty. No work will resume until such moneys are paid in full.
- 10 X Seller reserves the right to sub-contract portions of this work. Purchaser agrees to pay Seller 95% of total billing for labor performed, within 30 days of invoice billing date, and to pay the remaining 5% within 30 days after substantial completion of the work under this contract unless Purchaser receives a reduction in retention during the progress of the job, at which time Seller shall receive like reduction. Seller may exercise the option to utilize an escrow account in lieu of retention. In the event of unreasonable delay not caused by the Seller, preventing completion of contract work, the retention shall immediately become due and payable.
- 11 X This proposal is based on full 40,000 pound truck loads of materials to the jobsite. Lesser loads will be the responsibility of the Purchaser.
- 12 X This proposal is based on _____ trips to the jobsite for Field Personnel. Additional trips will be the responsibility of the Purchaser @ \$ _____ - _____ per man, per trip.
- 13 X Drilled Shaft rebar paid for according to approved detailed lengths shipped to job.
- 14 X Price subject to negotiation if concrete work is subcontracted out.
- 15 X After a twenty four (24) hour period, all loads will be assumed to be verified. Purchaser agrees that any materials found to be missing or lost on site after that period will be charges for at the unit price for the job plus any additional freight costs incurred in shipping replacements.
- 16 X This proposal is based on pouring the walls and top slabs in all reinforced concrete box culverts monolithically.
- 17 X All Value Engineering to be subject to review by Seller.
- 18 X Price(s) based on notification of intent to award within 30 days of bid date. Letter of Intent or award must be issued within 30 days of bid date. Any quote exceeding these periods will need to be confirmed and are subject to change due to market conditions. Prices are based on acceptance of all items as listed in proposal. Partial acceptance, changes, revisions, or exclusions of items may require revised pricing on remaining items.
- 19 X PARADISE REBAR excludes all equipment (lifts and cranes) unless specifically noted within this proposal. The following equipment will be required to safely and efficiently offload, store or locate reinforcing bar as follows:
 - a) Forklift or Reach lift:
 - b) Crane:

Comments: Front end loaders/backhoes are not suitable for most hoisting requirements due to safety and efficiency of placement of reinforcing. The use of excavating equipment or other equipment not specifically designed for these purposes shall be strictly prohibited.

2547 West Jackson Street, Phoenix, AZ 85009 (602) 447-0839 Fax 447-8019

SECTION V- STANDARD EXCLUSIONS BY SELLER & FURNISHED BY BUYER

- 1 X Approved properly manned equipment for hoisting or lowering of reinforcing materials or men, including hoisting for unloading trucks, setting cages or assemblies.
- 2 X Cost of Sales or Use Taxes, inspection, testing, bonds, penalties or Liquidated Damages.
- 3 X Form savers, threaded bars, couplers, anchors, bolts, studs, sheathing, sleeves, or inserts (unless specifically noted in price schedule).
- 4 X Cleaning, cutting, straightening, locating or rework of existing reinforcing steel.
- 5 X Cutting, drilling, grouting, field bending or dry-packing of reinforcing steel.
- 6 X Burning of structural steel to pass reinforcing steel.
- 7 X Protection, covering, painting, greasing or wrapping of reinforcing steel or smooth dowels.
- 8 X Rebar Safety Caps or devices for covering rebar ends.
- 9 X All welding and rebar welded to structural/ miscellaneous iron.
- 10 X Blocking, chairing, wrapping and/or pulling of welded wire fabric.
- 11 X Firm, level, subgrade at elevation shown on drawings.
- 12 X All dead men, cables and labor for guying if required.
- 13 X Cleaning of work areas.
- 14 X Lines, grades, steel racks, scaffolding, work platforms & ramps, sanitary facilities and drinking water.
- 15 X Removal of staples used to hold placing aids to forms.
- 16 X Reinforcing for precast, closure rebar, precast connections and prestressing items.
- 17 X Sand Plated Chairs.
- 18 X Test bars and test couplers.
- 19 X Adequate power and lighting when necessary.
- 20 X Cost of reworking or replacing reinforcing steel damaged or lost due to flood, actions of buyer, other subcontractors or other acts of God.
- 21 X Blocks, wheels or spacers for clearances in drilled shafts or caissons.
- 22 X All CMU Rebar, Unless Otherwise Noted.
- 23 X Tie wire, accessories and field placing aids for F.O.B. materials.
- 24 X Removal or Displacement of Placing Aids for Drilled Shafts.

SECTION VI- SPECIAL CONDITIONS, EXCLUSIONS AND/OR CLAIRIFICATIONS FOR THIS PROJECT

[illegible]

Steel and Machinery Fabricators3883 W. Lower Buckeye Rd.
Phoenix, Arizona 85009-6697Phone: (602) 278-5581Fax: (602) 269-2632

www.rjruffco.com

CONTRACTOR'S LICENSE:

075877 L29**QUOTATION**NO. 1854EATO: FNF ConstructionDATE: 10/19/20181155 S. 48th StATTENTION: Greg HarashaTempe, Az 85281PHONE: (480) 929-6799

FAX: _____

QUANTITY	WE ARE PLEASED TO QUOTE AS FOLLOWS -	PRICE
1 ea	Budgetary Estimate: One (1) Bridge Arch Section Per Steel Arch Details 1 @ 75% Preliminary Pima Road Bridge @ Arizona Canal, Project SC04 Sheet S18. •Quoted with end plates and vertical post attachment plates as before, sketch are shown on attached drawing.	\$44,360.00
LOT TOTAL (NOT INCLUDING SALES TAX):		\$44,360.00
Notes: •28 ea 1" A36 10"x12" mounting plates •2 ea 1" A36 14"x14" mounting plates •Sandblasted, Primed and 2 coats of paint (Sherwin Williams Pro Ind. Water based Alkyd Urethane) •Lead Time: 8-10 weeks A.R.O. •FOB: RJ RUFF & CO. YARD (Special load required) •Price is based on complete order of all items shown above. •Pricing does not include sales tax, if applicable. •Due to market conditions, price and delivery are subject to material availability at time of order. •Delivery estimate is based on shop schedule at time of quotation. •Term: N30		

WE ACCEPT THE ABOVE QUOTATION AND THE TERMS
AND CONDITIONS OF SALE.F.O.B.: OUR YARD

CUSTOMER: _____

DELIVERY: 8-10 weeks A.R.O.

BY: _____

VALID FOR: 5 DAYS

TITLE: _____ DATE: _____

BY: Edgar AyonTERMS & CONDITIONS OF SALE:

Contact R. J. Ruff & Co. for a complete copy of the TERMS & CONDITIONS OF SALE if you do not already have one. **QUOTATION:** This is a quotation only and not an offer to sell. **MATERIAL:** Quotation price is contingent on material availability at time of order. **OVERTIME:** Unless specified, all work will be performed during regular work hours to meet the predefined delivery date. **DELIVERY:** Exact date of delivery is not guaranteed but will be approximated as nearly as possible. **CHANGES:** Changes/ additions made to the quantity, job, or F.O.B. point may increase the final price of the job and the estimated time of delivery. **PAYMENTS:** Unless otherwise specified, all invoices are NET 30 days.

R. J. RUFF & CO.
TERMS AND CONDITIONS OF SALE

1. Quotation:

This is a quotation only and not an offer to sell. This quotation is subject to all terms and conditions set forth herein and upon the face hereof.

2. Design:

Seller shall not be responsible for the correctness, adequacy, or suitability of any design, details, or plans and specifications furnished by Buyer. Detail drawings prepared by Seller and approved by Buyer shall be deemed the correct interpretation of the work to be performed. Seller specifically assumed no responsibility whatsoever for designs. No modifications to the design or work may be made unless agreed to in writing by the Sellers.

3. Patent Indemnity:

Buyer shall indemnify and hold Seller harmless from all loss, damage, and liability which may be incurred on account of infringement of any U.S. patent relating to the goods manufactured or fabricated pursuant to the specifications and design of Buyer.

4. Overtime:

Unless otherwise expressly provided herein, all work shall be performed during regular work hours. If Buyer should require overtime, the added cost thereof shall be reimbursed to Seller in addition to the contract price.

5. Price:

The price quoted herein is subject to adjustment to reflect changes in Seller's costs of material. Seller will notify Buyer in writing of any price adjustment due to such an increased in the cost of materials.

The price quoted herein reflects the price for supplying goods in conformance with specifications and drawings of Buyer. Buyer will bear all additional costs incurred due to any changes or alterations in the specifications and drawings.

Buyer is solely responsible for the payment of any state, local, or federal taxes which may be imposed as a result of the sale, delivery, or use of the goods.

6. Delivery:

Except as otherwise specified hereon, exact date of delivery is not guaranteed but will be approximated as nearly as possible. All goods are sold FOB, the place of business of Seller, unless otherwise agreed to. Seller is not responsible for coordinating its schedule with that of Buyer or other suppliers or contractors. If for any reason, Buyer is unable or unwilling to accept delivery of the goods, the Buyer shall pay Seller, upon demand, the full contract price together with all costs and expenses incurred in storing, caring for, handling, and disposing of the goods.

7. Title:

Title and risk of loss shall pass to Buyer upon delivery or time of delivery of the goods tendered.

8. Security Interest:

Seller reserves and Buyer grants to Seller a purchase money security interest in the goods, for the purpose of securing the unpaid balance of the purchase price due hereunder and all other promises and obligations arising under this Agreement. If Buyer fails to pay the purchase price of the goods when due or otherwise defaults under this Agreement, Seller shall have all of the rights of a secured party upon default under the Uniform Commercial Code. When all of the Buyer's obligations hereunder are fully satisfied, the security interest reserved herein shall terminate.

9. Warranty:

Seller warrants title to its products and that the goods sold herein shall conform to the specifications and drawings as submitted or approved by Buyer. EXCEPT FOR SUCH EXPRESS WARRANTIES, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES OF EVERY KIND ARE HEREBY DISCLAIMED AND EXCLUDED. No agent, employee or representative of Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods being sold under this Agreement, and unless any such affirmation, representation or warranty is specifically included herein, it has not formed a part of the basis of this bargain and shall no way be enforceable by Buyer. Since Seller has no control over the use of the goods after delivery, it shall not be responsible for the finished work in which it is used, and Buyer's sole remedy for the breach of the express warranty of conformity to the specifications and drawings shall be exclusively limited to either replacement of the nonconforming goods at the point of delivery specified herein or to a refund of all or a portion of the purchase price paid by Buyer for such goods. In no event shall Seller be liable for any special, consequential, or incidental damages directly or indirectly arising from the goods sold hereunder or their use. Any rejection or claim on account of defective or nonconforming goods or for any other cause whatsoever shall be deemed waived by Buyer unless written notice thereof is given by Seller within ten (10) days of the delivery or tendered delivery of the goods.

10. Payments:

All invoices are payable ten (10) days from date of invoice without retention, offset or interest charge of any kind whatsoever. Account balances unpaid thirty (30) days after date of invoice will be assessed as service charge of one and one-half percent (1-½%) per month.

If Buyer fails to make payment when due, or if the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, Seller may defer or discontinue further shipments without prejudice to any other lawful remedy until past due payments or assurances satisfactory to Seller of Buyer's credit are received or Seller may terminate this Agreement. In the event of such termination, Buyer shall reimburse Seller for all costs and expenditures incurred under this Agreement.

11. Force Majeure:

Seller will not be responsible for the failure of performance of this Agreement due to causes beyond its control, including but not limited to, work stoppages, delays or failure of usual sources of supply or transportation, fires, civil disobedience, riots, rebellions, acts of God, and similar occurrences.

12. Claims:

Claims for defective or nonconforming goods shall be made in writing to Seller within ten (10) days of delivery date or date delivery was tendered, and if not made within said time any such claim shall be deemed waived. In the event of a claim of defective or nonconforming goods, Seller shall be given the opportunity to correct any claimed deficiency, and upon correction, any claim of Buyer shall be deemed satisfied. Any action by Buyer for breach of this contract must be commenced within one (1) year after the cause of action has occurred.

13. General Provisions:

This Agreement is governed by the laws of the State of Arizona.

This Agreement supersedes all prior written or oral understanding with reference to the goods being purchased. There are no covenants, conditions, or agreements between the parties except as set forth herein. This contract may be amended only by written instrument executed by both parties.

Neither the benefits nor obligations of this Agreement are assignable by Buyer without the prior written consent of Seller.

Should Seller retain or employ an attorney to collect or to bring suit to enforce payment or to enforce any other rights under this Agreement, the Buyer agrees to pay Seller all attorney's fees and costs incurred.

Waivers of any breach hereof shall not constitute a waiver of any subsequent breach of the same or any other provision hereof.



ROCK SOLID

6741 W. Rock Solid Way, Box 5062, Chandler, AZ 85226

480 496-9633 (office)

Quote Number **MATERIAL QUOTE**

Quote Date	10/10/18
Prices Effective Through	3/31/2018

Customer Name FNF
 Project Name Pima Rd Bridge
 Project Address Pima Rd & Grand Canal (Indian Bend Rd), Scottsdale, AZ
 Contact Name Greg Harasha
 Contact Phone 480-929-6799
 Contact email gharasha@fnfinc.com

Source Plant: 5

Quantity	Product Code	Description	Application	Price	U of M	Notes
272	A3570	Class S 3500 psi Standard Concrete	Structure	\$87.00	CY	
128	A4000	Class S 4000 psi Standard Concrete	Structure	\$89.50	CY	
108	A4570	Class S 4500 psi Standard Concrete	Structure	\$92.00	CY	
		Materials from SRPMIC				
508	Total CY					

General Terms and Conditions:

Above prices are valid for 30 days and confirmed upon written acceptance. Prices subject to revision after 30 days.

Payment Terms: 2% discount allowed if payment received by the 10th of the month following delivery; Invoices due and payable in 30 days.

Pricing subject to applicable Sales Taxes.

Standby Charges: Allowance of 5 min per cy to unload concrete. Thereafter, subject to fee of \$1.50/minute to unload

Short Load Charges: Less than 2 cy--\$150; 2-2.5 cy--\$100; 3-3.5 cy--\$75; 4-4.5 cy--\$50

Tempered Water Charge: \$2/cy; Non-Chloride Accelerator: \$0.90/unit, 4 units= 1%; Hydration Stabilizer: \$1/level (ca. 30 min)

Color washout Charge: \$25 per load

Rock Solid mix designs include low alkali cement and fly ash to help mitigate potential for Alkali-Silica Reactivity (ASR) in concrete mixes. Purchaser assumes ASR liability for mixes requested without fly ash or low alkali cement.

Quoted by: David P. Allenemail: dallen@rocksolidconcrete.com

Accepted by: _____

Date: _____



SCOUGAL RUBBER CORPORATION
 885 DENMARK DRIVE
 SUITE 103
 MCCARRAN, NV 89434
 Ph: 775-284-8500
 Fax 775-284-8501

27755

Bid Date: October 19, 2018

To: FNF CONSTRUCTION

Phone: 480-929-6799

Attn: Greg Harasha

Fax: 480-968-7580

Email: GHarasha@FNFinc.com

Description: PIMA ROAD BRIDGE
 AT ARIZONA CANAL

Job #: PROJECT SC04

Quote Number: 27755

Quantity	Unit	Description	Unit Price	Total
13	ea	0.5" x 8" x 30" plain neoprene pad - 60 durometer **Qty. includes 1 test pad	\$59.00	\$767.00
55	ea	0.5" x 8" x 60" plain neoprene pad - 60 durometer **Qty. includes 1 test pad	\$118.00	\$6,490.00
			Total	\$7,257.00

Inclusions: material is AASHTO neoprene, 60 durometer. Scougal Rubber will supply standard manufacturer's testing and material per AZDOT specifications. Submittal drawings.

Exclusions: sales tax, engineering, liquidated damages, retention, partial orders, partial deliveries.

Approximate time required for production, dating from the receipt of approved shop drawings **4-6 WEEKS**

All prices F.O.B. jobsite. Terms: Net 30 Days. Scougal Rubber will manufacture bearings as shown on contract drawings using specified materials. Scougal Rubber is not responsible for design or installation. Liability: limited to the cost of our product, we will not be responsible for additional charges. Warranty: one year product only. If this project is subject to compensation due to escalation of raw material pricing, Scougal Rubber Corporation reserves the right to make claim at time of shipment.

PLEASE NOTE:

Due to the instability in raw material markets, price and lead time subject to change based on current market conditions at time of approved submittal and/or customer authorization to procure materials.

Sincerely,

SCOTT NELSON
 scottn@ScougalRubber.com



SRMG / Salt River Sand & Rock
8800 E Chaparral Rd Ste 155
Scottsdale AZ 85250

ph: (480) 850-5757
fx: (480) 850-5758

E-Quote

Aggregates • Pozzolans • Phoenix Cement®

Notice: The information contained in this fax transmission is confidential and may be exempt from disclosure under applicable law. It is intended solely for the individual or entity designated below. Unauthorized review and use of this information is strictly prohibited. If this transmission should reach you in error please contact the sender at the above phone number immediately.

To: Greg **Date:** Oct 10, 2018

From: Beckie **Page:** 1 of 2

Customer Name: FNF Construction Inc.

Project: City of Scottsdale CMAR Pima Rd Bridge over the Arizona Canal

Location: Pima Rd & the Arizona Canal

Material	Estimated Qty	F.O.B	Price			
ADOT ABC	360 short tons	Delivered in Supers	\$12.00	net	per	ton
ADOT ABC	360 short tons	Delivered in Belly Dumps	\$11.50	net	per	ton

Notes:

Pricing does not include applicable taxes.

Expiration:

Unless a written purchase order or Price Quotation (with terms and conditions) is executed with Salt River Sand & Rock, a division of the Salt River Pima-Maricopa Indian Community, the offer contained in this quotation will expire 30 days from the date of issue.

Cash Discount:

All pricing is net no cash discount.

Freight:

Salt River Materials Group utilizes common carriers for all deliveries. All excess freight charges, including stand-by, short load, and diversion fees, will be to the account of the purchaser.



SRMG / Salt River Sand & Rock
8800 E Chaparral Rd Ste 155
Scottsdale AZ 85250

ph: (480) 850-5757
fx: (480) 850-5758

E-Quote

Aggregates • Pozzolans • Phoenix Cement®

Force Majeure and Material Availability:

Seller shall not be liable for any delay in the delivery of materials purchased hereunder due to any act or condition beyond its reasonable control, including, without limitation, any act of God, war, fire, strikes, restraint imposed by a government, a railroad or a utility, unscheduled plant outages or breakdowns, or an inability to obtain or a shortage of raw materials, parts equipment or transportation (collectively a "Force Majeure Event"). Seller may delay the delivery of any materials resulting from any Force Majeure Event. If such delay exists beyond a period of forty-five (45) days, Seller may cancel this Agreement, in whole or in part, or suspend performance under this Agreement for the duration of the delay and extend the shipment or delivery schedule accordingly. During the period of any shortage of materials, Seller may allocate materials among its buyers, including Buyer, as it deems appropriate in its discretion. Any non-performance as a result of the occurrence of any Force Majeure Event shall not be deemed a default by Seller.



STINGER BRIDGE & IRON

4248 N. Highway 87 Coolidge, AZ 85125

Tel: 520-723-5383 Fax: 520-723-7084

October 2, 2018

Page 1 of 3

PRECAST PRESTRESSED CONCRETE QUOTATION

Re: City of Scottsdale Project No. SC04; Pima Road Bridge @ Arizona Canal

Gentlemen,

We propose to furnish the following items for the above referenced project in accordance with the 75% project plans provided. No project specifications have been provided, reviewed or considered in preparation of this Quotation.

Item #	Description	Quantity	Unit \$	Total \$
NA	Precast Concrete Voided Slabs	1310 LF	\$ 290.00	\$ 379,900.00

The above items will be furnished in accordance with the following stipulations, which upon acceptance of this quotation are agreed to and accepted by the Buyer:

1. We include manufacture, transportation to the job site, hoisting and erecting girders on Contractor furnished, graded and installed bearing pads and/or assemblies. We will furnish and install lateral tie rods and shear key grout.
2. Girders will be furnished as plain gray concrete with a steel form finish. Any additional finishing, architectural features, painting, staining, cleaning or other treatments are excluded.
3. This quotation is issued on an all or none basis. Under no circumstances may any of the above items be eliminated.

October 2, 2018

Page 2 of 3

Re: City of Scottsdale Project No. SC04; Pima Road Bridge @ Arizona Canal

4. Progress payments for girders cast and stockpiled will be billed in accordance with ADOT Standard Specifications Sections 109.06 and 109.07. Girders will be invoiced at 80% of unit prices for girders cast and stockpiled during the monthly billing cycle with no retention withheld. Final 20 % payment shall be invoiced after erection of girders during the billing cycle. All invoices shall be due and payable within 30 days of invoice dates.
5. We have included and provided for 1 mobilization for hauling and erection of voided slabs.
6. Girder fabrication and delivery schedule shall be as mutually agreed upon. All fabrication and erection is to be performed during normal working hours. Any premium to facilitate Contractors schedule is excluded.
7. This quotation will be made part of any purchase order or subcontract between Contractor and Stinger Bridge & Iron and these terms shall supersede any other terms.

We exclude: bond; sales taxes; permits; fees; traffic control; contractor quality control; testing and inspections; surveys or lay-out; any loose items not embedded in the concrete girders; forming/false work, bidwell, screed rail or fall protection embeds or hardware; bearing pads; vertical restrainers; threaded dowels; ~~bracing or shoring; painting or surface preparation; light~~ plants; man lifts; permit or right of way costs; any utility hardware or installation; patching lifting, forming or tie down holes or cutting lifting loops; patching voided slab exterior recess pockets for tie rods; any costs for-SWPPP, erosion or dust control, track-out; any engineering costs.

It is further understood that Contractor or others are to provide the following at no costs to Stinger Bridge & Iron:

1. Acceptable access for our men and equipment. This access shall enable cranes and heavy transports to move easily under their own power to locations acceptable to us for hauling and erection purposes to each span, abutment and/or pier a minimum of 50' in width and 5% maximum grades
2. Protection, disconnect, de-energizing, removal and/or re-location of any man-made, natural, underground or overhead obstructions, amenities and/or utilities that interfere or conflict with positioning and/or safe operation of cranes and transports.

October 2, 2018

Page 3 of 3

Re: City of Scottsdale Project No. SC04; Pima Road Bridge @ Arizona Canal

We will not be held responsible for any charges relating to camber differential of products after plant acceptance by Contracting Agency. This includes charges for formwork, formwork adjustments, rebar, rebar adjustment, concrete, concrete grade adjustment, etc.

We will not be liable for delays in fabrication or delivery of product due to fire, labor difficulties, transit loss or damage, non-availability of materials, supplies or equipment, Acts of God or causes beyond our reasonable control.

Stinger Bridge & Iron assumes no responsibility for the accuracy, correct detailing, structural adequacy or performance of designs provided by the Buyer and used in the structure included in this agreement. No inference is made or implied that any portion of the Engineer of Record's design responsibility will be assumed by Stinger Bridge & Iron.

Remedial job-site work shall be performed using our own crews. Back-charges will not be accepted unless approved in writing by an authorized representative of Stinger Bridge & Iron.

Title to materials shall pass to the Buyer upon payment in full to Stinger Bridge & Iron.

Purchase orders or Subcontracts must include and/or stipulate that the terms and conditions contained in the Stinger Bridge & Iron Quotation shall prevail. Stinger reserves the right to reject any Purchase Order or Subcontract tendered that is inconsistent with terms and conditions contained herein.

This quote must be accepted in writing by October 30, 2018 or it shall be deemed void and of no force and effect unless acceptance arrives in the office of Stinger Bridge & Iron by the referenced date. If properly accepted within the prescribed time, this quotation shall serve as an agreement and valid working contract between the Buyer and Seller.

Respectfully submitted,

Accepted By:

Stinger Bridge & Iron

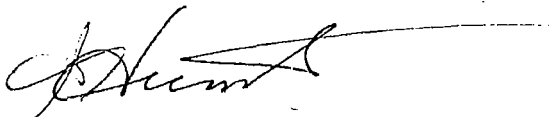
Contractor: _____

Signature: _____

Printed: _____

Title: _____

Date: _____



Steven D. Humbert

Operations Manager - Precast



SUNLINE CONTRACTING

820 N. 17th Ave.
Phoenix, AZ 85007
Phone: 602-769-5076
Fax: 602-441-3085

TO: Estimating Department

Project # NA

Project Name: N. Pima Rd at the Arizona Canal

Location: Scottsdale, AZ

Bid Date: 10/25/2018

Add #:

AZ ROC #: 254708

For additional information regarding this or any other Quote, please contact :

Jeff Sarpy 602-769-5076

jsarpy@sunlinecontracting.com

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	4" WHITE TEMPORARY TAPE	LF	150	\$ 3.50	\$ 525.00
2	4" YELLOW TEMPORARY TAPE	LF	300	\$ 3.50	\$ 1,050.00
3	PAVEMENT MARKER TYPE "D"	EA	8	\$ 15.00	\$ 120.00
4	TYPE 2H OBJECT MARKER 24" X 8" SIGN W/ POST	EA	1	\$ 250.00	\$ 250.00
5	SIGN FOUNDATION (30") (TO BE INSTALLED BY OTHERS)	EA	1	\$ 150.00	\$ 150.00
6	MOBILIZATION	EA	1	\$ 2,500.00	\$ 2,500.00
				TOTAL:	\$ 4,595.00

Notes & Exclusions:

The above estimated mobilizations are for the following: 1 TEMPORARY TAPE AND SIGN INSTALL MOB

Additional mobilizations will be billed at a rate of \$2500.00 each.

Furnished in place per plans and specs.

Due to fluctuations in material prices the above quote is good for 30 days from the Bid Date.

Scheduling work: Please allow 2 weeks advance notice.

We will dispose all debris generated from waterblasting as directed by the prime contractor onsite. Prime contractor accepts all responsibility for the waste material, to include liquid waste.

The estimated price also includes the furnishing of all material, labor, equipment, and incidentals necessary to complete the work in strict accordance with job plans and specifications. Quantities shown above are an estimate only, actual installed quantities will be invoiced.

Exclusions to the above price are as follows:

Bond is not Included.

Heavy Sweeping

Traffic Control

Stripe obliteration

Water Supply

Hand Digging

Asphalt Paving & Patching

State, county & city permits

Survey & Layout

Taxes not included.

Sealer for Stripe Obliteration

Dump Site

Grading & Dirt Work

Spoil Removal

Jeff Sarpy - Estimator Sunline Contracting



Attn: Greg Harasha

Quote Name:
Quote #:CMAR PIMA RD BRIDGE OVER ARIZONA CAN
372460FNF CONSTRUCTION
115 S. 48TH ST.
TEMPE, AZ 85281
Acct#: 214834115 S 48TH ST / TEMPE
6587
TEMPE, AZ 85281Date: Wednesday, October 10, 2018
Quote Created: Wednesday, October 10, 2018

Sales Rep : David Clift

Effective From: Wednesday, October 10, 2018
Quote Expiration: Friday, November 9, 2018
Price Expiration: Monday, December 31, 2018Phone: 818-262-0570
Fax :
Email: cliftd@vmcmail.com**Special Instructions:****ASPHALT**

Plant	Product Name	Product #	Qty U/M	Delivered Price Per Unit
GOMEZ HMA	1/2" MAG/EVAC Marshall	37158G	45 Tons	\$76.90

Other Charges

Environmental Fee -Agg & Asphalt at \$3.00 / 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.

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 <http://www.marsh.com/moi?client=D156>.

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.

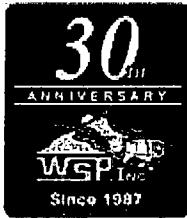
LIMITED WARRANTY AND WARRANTY DISCLAIMER

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.**

Greg Harasha

From: Brian Gallimore <bgallimore@wspinc.net>
Sent: Wednesday, October 17, 2018 2:00 PM
To: Greg Harasha
Subject: RE: City of Scottsdale CMAR Pima Rd bridge over the Arizona Canal

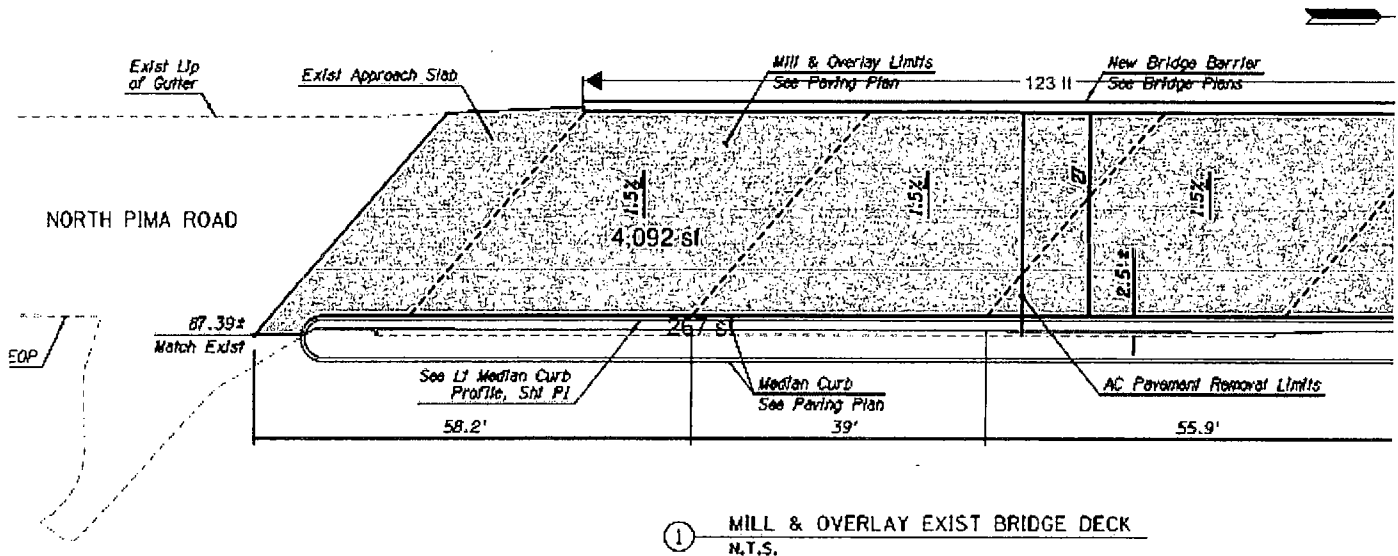
Mill haul and sweep \$ 6500 mob \$ 1500 thanks



Brian Gallimore | President
WSP Inc.
7777 N 70th Ave | Glendale, AZ 85303
O: 623-434-5050 | F: 623-434-5059

From: Greg Harasha [mailto:GHarasha@fnfinc.com]
Sent: Wednesday, October 10, 2018 9:51 AM
To: Brian Gallimore
Subject: City of Scottsdale CMAR Pima Rd bridge over the Arizona Canal

Brian,
Please quote (by the 19th) milling off and hauling off 2.5" of AC off this canal bridge. Location attached.
500 SY 71 tons
One mobe.
Thanks



**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 City of Scottsdale, 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 City of Scottsdale, dated the _____ day of _____, 20____, for Contract 2018-189-COS, Project No. SC04 , (PIMA ROAD BRIDGE WIDENING AT ARIZONA CANAL), 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 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 _____, 20____.

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 City of Scottsdale, 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 City of Scottsdale dated the _____ day of _____, 20____, for Contract 2018-189-COS, Project No. SC04 , (PIMA ROAD BRIDGE WIDENING AT ARIZONA CANAL), 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 _____, 20____.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

PROJECT NUMBER:SC04

To the City of Scottsdale, Arizona

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 City of Scottsdale against any and all liens, claims of liens, suits, action, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said project construction items or services.

Signed and dated this _____ day of _____, 20____.

CONTRACTOR

BY:

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires

PROJECT No: SC04

**CONTRACTOR'S NOTICE OF
FINAL PAY ESTIMATE**

CONTRACT NUMBER: 2018-189-COS

PROJECT NUMBER: SC04

PROJECT NAME: PIMA ROAD BRIDGE WIDENING AT ARIZONA CANAL

To the City of Scottsdale

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 _____ 20__.

BY: _____

Title: _____

For: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires

**CONTRACTOR'S NOTICE OF
FINAL ACCEPTANCE**

PROJECT NUMBER: SC04

PROJECT NAME: PIMA ROAD BRIDGE WIDENING AT ARIZONA CANAL

CONTRACTOR NAME: FNF Construction, Inc.

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: City Clerk
Accounting Director
Risk Management Director
Tax Audit Manager

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

SALT RIVER PROJECT
LAND USE LICENSE

**DO NOT REMOVE
THIS PAGE IS PART OF THE ORIGINAL
DOCUMENT**

ATTACHMENT 5

**SALT RIVER PROJECT
LAND USE LICENSE**

Salt River Project License No.: 73559-0
Salt River Project File No.: 2422.73559
Effective Date: November 1, 2018
Agent: CSV

1. License Granted

WHEREAS, it is understood by the parties hereto that Licensor and the Salt River Valley Water Users' Association (Association) manage the Licensed Property pursuant to contracts with the United States of America (USA), which assign to Licensor the responsibility and authority for the care, operation, maintenance and management of the Salt River Reclamation Project ("Reclamation Project") of which the Licensed Property is a part, and;

WHEREAS, Licensor is willing to consent to Licensee's use of the Licensed Property in a manner that does not in any way compromise the contractual obligation or authority of Licensor to manage the Reclamation Project.

For valuable consideration acknowledged and received by Licensor, the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona ("Licensor"), grants **CITY OF SCOTTSDALE**, an Arizona municipal corporation ("Licensee"), a revocable License granting the nonpossessory and nonexclusive right and privilege to enter upon and use certain real property, the Licensed Property, under the following terms and conditions. Nothing herein shall be construed as a conveyance of a real property interest in the Licensed Property.

2. Purpose

Licensee shall make the Licensed Property available for use by the general public and may use the Licensed Property only for roadway, pedestrian and vehicular bridges as now constructed and to be constructed under City's Project No. SC04 PE. Licensee shall not use the Licensed Property for any other purpose without the prior written approval of Licensor. Licensee acknowledges that, but for this License, it has no rights to use or occupy the Licensed Property, and represents that it makes no claim to such rights.

3. Licensed Property

The Licensed Property shall mean: That portion of the federal property occupied by the Arizona Canal lying within the Northwest and Southwest quarters of Section Seven (7) Township Two (2) North, Range Five (5) East and within the Northeast and Southeast quarters of Section Twelve (12) Township Two (2) North, Range Four (4) East, Gila and Salt River Meridian, Maricopa County, Arizona and more particularly described on the plans attached to and incorporated herein as Exhibit "A"

4. Compensation

4.1 Licensee shall reimburse Licensor, for all federal, state and local excise, sales, privilege, gross receipts and other similar taxes lawfully imposed on and paid by Licensor as a result of any License Fees received by Licensor under this License; provided, however, that this Section shall not apply to income taxes. Licensee shall pay all property taxes, if any, levied on the Licensed Property.

4.2 All amounts paid by Licensee to Licensor as a result of damages, costs, expenses and sums incurred by Licensor hereunder as a result of Licensee's default shall be deemed to be License Fees.

4.3 Any payment due under this License that is not paid within 30 days of its due date shall bear interest from the date such payment was due at the rate of eighteen percent (18%) per annum. Licensor shall have all the rights and remedies provided herein and by law for Licensee's failure to pay any of the compensation specified in this Section 4.

4.4 Within 30 days of Licensor's delivery of an invoice therefore, Licensee shall pay any incremental increase in Licensor's operation and maintenance costs on the Licensed Property resulting from Licensee's exercise of its rights hereunder. Licensor shall incur no liability for any costs of repairing or replacing Licensee's improvements within the Licensed Property, damaged as a result of Licensor's operation and maintenance of its facilities, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

4.5 In the event of non-payment by Licensee of any amount due hereunder, Licensor's remedies shall include, though not be limited to, the collection of past due compensation and termination of this License.

5. Term

The term of this License shall be for Twenty Five Years (25) Licensed Years (as defined below) beginning November 1, 2018 and ending October 31, 2043 unless terminated earlier pursuant to the terms set forth herein, and may be renewed upon written agreement by the parties. For purposes of this License, the term "License Year" shall mean each twelve (12) month period during the term of this License commencing on November 1st and ending at midnight on the next succeeding October 31st.

6. Default

If a party ("Defaulting Party") fails (i) to make payment required herein by its due date or (ii) perform an obligation under this License within 30 days after written notice is given to the Defaulting Party of its failure to perform such obligation on the date when such performance was due (or, if such default cannot reasonably be cured within 30 days, then within such longer period as is determined by the non-defaulting party to be necessary to cure such default, provided the Defaulting Party commences to cure such default within the 30 day period), then, upon the expiration of the applicable cure period, if any, the non-defaulting party may terminate this

License upon not less than 30 days prior written notice to the Defaulting Party.

7. Rights of the United States of America

7.1 This License is subject to the paramount rights and regulatory jurisdiction of the USA in and to the Licensed Property, federal reclamation law, and all agreements existing and to be made between and among the USA, the Association, and Licensor regarding the management, care, operation and maintenance of the Reclamation Project.

7.2 The USA reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. The USA will make every reasonable effort to keep damages to a minimum.

8. Successors and Assigns

The privileges granted to Licensee herein shall not inure to or benefit any person or entity other than Licensee, either through assignment or sublicense. Any attempt by Licensee to so assign or sublicense all or any portion of the Licensed Property for any purpose whatsoever shall void this License.

9. Termination of the License

9.1 Either party or the USA may terminate this License without cause upon not less than thirty (30) days written notice.

9.2 The USA or Licensor may, at any time and at no cost or liability to the USA or Licensor, terminate this License if the USA or Licensor determines that any of the following apply:

(i) The use has become incompatible with authorized project purposes, project operations, safety, and security;

(ii) A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1); or

(iii) Termination is necessary for operational needs of the project.

9.3 The USA or Licensor may, at any time and at no cost or liability to the USA or Licensor, terminate this License if the USA or Licensor determines that the Licensee has failed to use the Licensed Property for its intended purpose. Further, failure to construct improvements pursuant to Section 15 hereof within the timeframe specified in the terms of the License may constitute a presumption of abandonment of the requested use and cause termination of the License.

9.4 Upon the expiration, termination, or revocation of this License, if all License Fees and damage claims due the USA and Licensor have been paid, the Licensee shall remove all structures, equipment, or other improvements made by it from the Licensed Property at no cost to the USA or Licensor. Upon failure to remove any such improvements within thirty (30) days of the expiration, termination, or revocation, any remaining improvements shall, at the option of the USA or Licensor, be removed or become the property of the USA or Licensor. The Licensee shall pay all expenses of the USA or Licensor, or their assigns, related to the removal of such improvements.

10. Maintenance of Licensed Property & Interface with Licensor's Use of Licensed Property

10.1 Licensee, at its own expense, shall maintain all of the Licensed Property in reasonably good, sanitary and safe condition. Subject to the conditions set forth herein, Licensor reserves to itself and Association, a right of access to the Licensed Property for the construction, use, operation, maintenance, relocation and removal of any existing and future electric or water distribution or transmission facilities. Any such construction, use, operation, maintenance, relocation or removal shall be performed in a manner designed to avoid, to the extent feasible, disturbance to Licensee's improvements and Licensee's use and enjoyment of the Licensed Property. Licensor shall give Licensee at least ninety (90) days prior written notice of any such construction, use, operation, maintenance, relocation or removal that will materially disrupt Licensee's use and enjoyment of the Licensed Property or the Licensee's improvements; provided, however, that such notice may be given in such shorter period as Licensor determines to be reasonable under prevailing circumstances, or with no notice in the event of an emergency where no notice is feasible. Nothing in this License shall be construed to deny or lessen the powers and privileges granted Licensor by the laws of the State of Arizona. Licensor shall not be liable to Licensee for any damage to Licensee's improvements located upon the Licensed Property, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

10.2 If Licensee defaults in the performance of the obligations set forth in Section 10.1, and Licensor gives notice of the default, Licensee shall correct such default to the reasonable satisfaction of Licensor within the required period of time set forth in the notice of default (the "Correction Period"), which period of time shall be reasonable under the circumstances. If Licensee fails to correct the default within the Correction Period, Licensor may take any action reasonably determined by Licensor to be necessary to correct such default, including without limitation making any repair or modification to or removing any of Licensee's improvements. Licensee shall reimburse Licensor for the reasonable costs it incurs to correct such default within thirty (30) days after Licensor presents Licensee with a statement of such costs. Licensee shall release Licensor and Association from all damages resulting to Licensee from the correction of such default, including, without limitation, those damages arising from all repairs or modifications to or removal of any of Licensee's improvements.

10.3 The USA, acting through Reclamation, Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the License or other damage to Licensee's activities or facilities.

10.4 In accordance with Section 10.1, Licensee, at its own expense, shall maintain all existing and future vegetation and landscaping within the Licensed Property to ensure reasonably safe and unrestricted access by those lawfully present thereon and so as to afford Licensor a canal bank maintenance road no less than twenty (20) feet in width free of any such vegetation or landscaping at all times.

11. Nonexclusive Rights

This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner Licensor or the USA deems not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

12. Existing Easements and Licenses

This License is subject to all existing encumbrances of record, including easements and licenses. It shall be Licensee's obligation and responsibility to ascertain the rights of all third parties in the Licensed Property. Licensor consents only to the use of the Licensed Property for the purposes described herein, in its capacity as manager of the Licensed Property and on behalf of the USA. Nothing in this License shall be construed as Licensor's representation, warranty, approval or consent regarding rights in the Licensed Property held by other parties. Licensee shall indemnify and hold Licensor, the USA and the Association harmless from any liability arising out of any dispute or claim regarding actual or alleged interests in the Licensed Property, affecting Licensee's interests created herein, and shall release Licensor, the USA and Association from any such claims on its own behalf.

13. Indemnification

13.1 To the extent not prohibited by law or expressly excepted herein, Licensee, its successors and assigns ("Indemnitors"), shall indemnify, release, and hold harmless Licensor and Association ("Indemnitees") and the directors, officers, employees, agents, successors and assigns thereof, for, from and against any damage, loss or liability caused in whole or in part by Licensee, regardless of whether caused in part by Indemnitees or any of them, and suffered by Indemnitees as a result of any claim, demand, lawsuit or action of any kind, whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitors' obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts

or omissions of Indemnites, their contractors, directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify, release and hold harmless Indemnitors. Licensor's obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Licensee acknowledges that Licensor and USA makes no warranties or representations related to the composition of the soil on the Licensed Property and shall release, indemnify, defend and hold harmless Licensor and USA from, for and against any claims, loss or liability to it, its agents, employees or contractors for personal injury associated with or arising out of contact with or disturbance of such soil. The provisions of this Section shall survive termination of this License.

13.2 The Licensee agrees to indemnify the USA for, and hold the USA and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Licensee.

14. Insurance

Unless self-insured, without limiting any liabilities or any other obligations of Licensee, Licensee shall provide and maintain, with forms and insurers acceptable to Licensor, and until all obligations under the License are satisfied, the minimum insurance coverages, as follows:

14.1 If applicable, worker's compensation insurance to cover obligations imposed by applicable federal and state statutes and employer's liability insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).

14.2 Commercial General liability insurance with a minimum combined single limit of Two Million Dollars (\$2,000,000.00) each occurrence or current homeowner's liability policy. The policy shall include coverage for bodily injury liability, property damage liability, and for liability assumed under this License.

14.3 If applicable, comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million and No/100 Dollars (\$2,000,000.00) each occurrence with respect to Licensee's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of the work.

14.4 The policies required by Sections 14.2 and 14.3 hereof shall be endorsed to include Licensor, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for Licensor, members of its governing bodies, its officers, agents and employees shall be primary insurance and that any insurance carried by Licensor, members of its governing bodies, its officers, agents or employees shall be excess and not contributory insurance.

14.5 Licensee shall waive their rights of recovery and require its insurers providing the required coverages to waive all rights of subrogation against Licensor and members of its governing bodies, its officers, agents and employees for matters arising out of this License.

14.6 Upon execution of this License, Licensee shall furnish Licensor with Certificates of Insurance as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor addressed as follows:

Manager, Land Rights Management, PAB10W
Salt River Project
P.O. Box 52025
Phoenix, Arizona 85072-2025

14.7 The insurance policies may provide coverages that include deductibles or self-insured retentions. Licensee shall be solely responsible for deductibles and/or self-insured retentions, and SRP, at its option, may require Licensee to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

15. Construction

15.1 Prior to making any improvements on the Licensed Property, Licensee shall submit to Licensor for its approval final construction documents and plans showing the location of any such improvements. Licensor shall approve or disapprove such documents and plans within 30 days. If applicable, Licensee shall obtain a Construction License from Water Engineering prior to the start of construction. Construction on the Licensed Property shall be performed only in accordance with approved construction documents and plans. At least ten (10) days prior to the beginning of any construction on the Licensed Property, Licensee shall give Licensor notice of the date that construction will begin and a schedule listing all construction activities and the dates when such construction activities will be performed. Licensee shall give Licensor written notice of all changes in the schedule and delays in construction immediately upon it being reasonably foreseeable that such change or delay will occur.

15.2 Licensee's improvements constructed, installed, operated and maintained on the Licensed Property shall not interfere with Licensor's use of Licensor's existing or any future irrigation or electric facilities on or adjacent to the Licensed Property.

15.3 Licensor may request Licensee to alter the scheduling of construction undertaken pursuant to Section 15.1 but only when and to the extent necessary to prevent any material interference with Licensor's use of the Licensed Property, and if such improvements do interfere with Licensor's use, Licensor may request Licensee to relocate Licensee's material, facilities and improvements as deemed necessary by Licensor.

15.4 If relocation of Licensee's materials, facilities, or improvements is necessitated by Licensors use of existing facilities or the construction of improvements by or on behalf of Licensors, Licensee shall bear the entire actual cost of relocating said materials, facilities and improvements.

15.5 Licensors shall not exercise its right to require relocation of Licensee's facilities, materials, and improvements in an unreasonable or arbitrary manner, and warrants to Licensee that as of the date of this License, relocation of Licensee's facilities is not expected or anticipated as a result of Licensors existing plans for the Licensed Property.

16. Permits, Statutes and Codes

16.1 Licensee shall comply with all requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities with jurisdiction, applicable to Licensee's use of the Licensed Property. Licensee shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required by Licensee's actions pursuant to this License.

16.2 The USA or Licensors may, at any time and at no cost or liability to the USA or Licensors, terminate any License if the Licensee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any License, or to obtain any required permits or authorizations.

17. Licensors Right to Inspect

17.1 Licensors, Association or the USA may enter any part of the Licensed Property at all reasonable times to make an inspection thereof. During any construction by Licensee, Licensors may inspect all trenching, backfilling and other related construction activity that potentially affects Licensors facilities, and require conformance with all Licensors requirements and specifications related thereto.

17.2 Licensee shall release Licensors, Association and the USA from any claims for damages arising out of any delay caused by Licensors in permitting or inspecting any work on the Licensed Premises. The provisions of this Section shall survive termination of this License.

18. Service of Notice

All notices, demands and invoices required or permitted by this License shall be in writing and shall be considered to have been properly delivered: (i) if mailed, three (3) business days after deposit in the U.S. mail, postage prepaid, return receipt requested, addressed as follows; (ii) if sent by overnight delivery service, on the next business day after deposit with such service, addressed as follows; (iii) if personally delivered, or (iv) if by email on the date of delivery service to:

Mail

Notices to Licensors

Attn: Manager, PAB10W

SALT RIVER PROJECT
Land Rights Management
P.O. Box 52025
Phoenix, AZ 85072-2025

Notices to Licensee

Attn: Maria L. Muiser, Asset Management
Coordinator
Capital Projects Management, OCC201
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 205
Scottsdale, AZ 85251

Hand /Certified Delivery

Notices to Licensors

Attn: Manager, PAB348

SALT RIVER PROJECT
Land Rights Management
2727 E. Washington Street
Phoenix, AZ 85034-1422

Notices to Licensee

Attn: Maria L. Muiser, Asset Management
Coordinator
Capital Projects Management, OCC201
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 205
Scottsdale, AZ 85251

Either party may change its address or the designated person to receive notification hereunder by giving notice of such change in the manner provided above.

19. Waiver

This License may not be modified or any provision waived except by written agreement executed by both Licensors and Licensee. The waiver by either party of any breach or failure to provide full performance under any of the terms and conditions of this License, or the failure of a party to exercise, or any delay in exercising, any rights or remedies provided herein or by law, or the failure of a party to notify the other properly in the event of a breach hereunder shall not be construed as a waiver of any other term of condition herein, or of any subsequent or continuing breach of the same or any other term or condition.

20. Attorneys' Fees Upon Default

If either party brings or defends any legal action, suit or proceeding based on rights or obligations arising from this License, the successful party shall be entitled to recover reasonable litigation expenses, court costs and reasonable attorneys' fees, as determined by a court, in any such action, suit or proceeding. The foregoing shall not in any way limit or restrict any other right or remedy at law or equity otherwise available to such party.

21. Force Majeure

21.1 If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this License, other than the obligation of Licensee to make payments of amounts due hereunder, then the obligations of both Licensee and Licensors, so far as they are affected by

such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or permits or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this Section shall require Licensor to settle a strike.

21.2 The USA may, at any time and at no cost or liability to the USA, terminate this License in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

22. Entire Agreement; Changes After Execution

This License, including its specified addenda and exhibits, if any, constitutes the entire agreement between the parties, and any amendment hereto must be in writing and signed by both parties.

23. Governing Law, Venue and Waiver of Trial by Jury

23.1 This License shall be interpreted, governed by, and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. Licensor and Licensee agree that any action, suit, or proceeding arising out of, or in any way connected with this License, shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or in any way connected with this License.

23.2 Each provision of this License shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this License shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the License as a whole.

24. Water Damage

Except when the result of the negligent or willful act or omission of Licensor or Association or their directors, officers, employees, agents or assigns, neither Licensor, Association or the USA shall be liable for any loss sustained by Licensee, its officers, employees, agents or invitees on the Licensed Property because of water damage resulting from any source whatsoever, including, but not limited to, flood, drainage or run-off, irrespective of any prior knowledge by Licensor of the

possibility of such flood, drainage or run-off, arising from or in connection with the operation or maintenance of any Reclamation Project dam, canal or other facility.

25. Transactional Conflict of Interest

Notice is hereby given of A.R.S. § 38-511.

26. Approvals

Each party agrees that if any consent or approval shall be required of such party, such consent or approval shall not be unreasonably withheld.

27. Reservation of Remedies

Unless otherwise provided herein, each party shall have available to it, all remedies provided by law or equity.

28. Archaeological and Environmental Compliance

28.1 Licensee shall immediately provide an oral notification to Reclamation (hereinafter described) authorized official and Licensor of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on the Licensed Property. The License shall follow up with a written report of their finding(s) to Reclamation authorized official and Licensor within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this License. The Licensee shall immediately cease the activity in the area of discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation authorized official and Licensor before resuming the activity. Protective and mitigative measures specified by Reclamation authorized official and Licensor shall be the responsibility of the Licensee.

28.2 Licensee through the Licensor shall obtain a final environmental clearance from Reclamation prior to construction on the Licensed Property.

28.3 Licensee shall notify Licensor's staff archaeologist should any cultural resources or human remains be found on the Licensed Property, and when appropriate, shall be responsible for other notifications and legal requirements as required by the Archeological Resource Protection Act and the Native American Graves Protection and Repatriation Act and ensuing 43 C.F.R. 10 regulations. All costs are the responsibility of the Licensee.

28.4 (a). Licensee may not allow contamination or pollution on Licensed Property, waters or facilities by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b). Licensee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.

(c). "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

(d). Upon discovery of any event which may or does result in contamination or pollution of Licensed Property, waters or facilities, Licensee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to the Licensor. Reporting is timely if made within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is a situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e). Violation of any of the provisions of this Article 28, as determined by the Licensor, may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by Licensee and shall make Licensee liable for the cost of full and complete remediation and/or restoration of any Licensed Property, waters or facilities that are adversely affected as a result of the violation.

28.5 Licensee hereby assumes and accepts all liability and responsibility for initiation and completion of response, cleanup, and corrective and remedial action, and the cost thereof, required on the Licensed Property and any other affected premises, due to any action taken by Licensee or its agents, officers, directors, or employees that results in release of any hazardous substance within the meaning of the Federal Comprehensive Environmental Response, Compensation and Liability Act -- 42 U.S.C. § 9601 et seq., or the Arizona Environmental Quality Act -- A.R.S. § 49-101 et seq., as such laws have been or are amended from time to time, or regulated substance within the meaning of Subtitle I of the Federal Resource Conservation and Recovery Act (Underground Storage Tanks) -- 42 U.S.C. § 6991a et seq., or the Arizona Underground Storage Tank Law -- A.R.S. § 49-1001 et seq., as such laws have been or are amended from time to time. This Section 28 shall survive termination of this License.

29. Motor Vehicle Use – Special Conditions

Intentionally Deleted

30. Officials Not to Benefit

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon, pursuant to 41 U.S.C. § 22.

31. Illegal Use

Any activity deemed to be illegal on the Licensed Property will be cause for immediate

termination of this License.

32. Bonding

Licensee shall provide a bond in the amount of \$ ____-0-_____, to be maintained until all construction activities of this project and restoration of the disturbed areas have been completed and accepted in writing by Reclamation or Licensor. Upon completion, or partial completion, of these restoration requirements, Reclamation or Licensor, may terminate or allow partial reduction of the amount of the bond requirement.

33. Pest Control

33.1 The Licensee shall not permit the use of any pesticides on Licensed Property without prior written approval by Reclamation or Licensor. The Licensee shall submit to Reclamation or Licensor for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

33.2 All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their (State Department of Agricultural, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirement and such records shall be furnished to Reclamation or Licensor not later than five (5) working days after any application of a pesticide.

33.3 Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation or Licensor.

33.4 Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

33.5 The Licensee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to Licensor or Reclamation Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

33.6 Aerial application of pesticides is prohibited without the prior written consent by Licensor or Reclamation's designated representative.

33.7 The Licensee agrees to include the provisions contained in paragraphs 33.1 through 33.6 of this Section in any subcontract or third-party contract it may enter into pursuant to this License.

IN WITNESS WHEREOF, the parties hereto have executed this License this _____ day of _____, 2018.

LICENSOR:

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

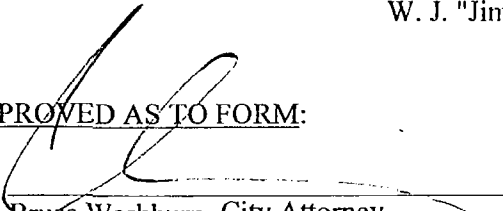
By: _____
Christine Vallarelli
Its: Senior Land Management Agent

LICENSEE:

CITY OF SCOTTSDALE

By: _____
W. J. "Jim" Lane, Mayor, City of Scottsdale

APPROVED AS TO FORM:


Bruce Washburn, City Attorney
By: Eric C. Anderson, Senior Assistant City Attorney

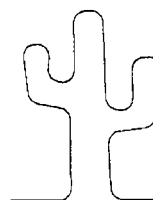
ATTEST:

By: _____
Carolyn Jagger, City Clerk



CITY OF SCOTTSDALE

PUBLIC IMPROVEMENTS

**COUNCIL**

W.J. "JIM" LANE, MAYOR
 SUZANNE KLAPP
 VIRGINIA KORTE
 KATHY LITTLEFIELD
 LINDA MILHAVEN
 GUY PHILLIPS
 DAVID N. SMITH
CITY MANAGER
 JIM THOMPSON
CITY ATTORNEY
 BRUCE WASHBURN
CITY CLERK
 CAROLYN JAGGER

"AS-BUILT" CERTIFICATION

I HEREBY CERTIFY THAT THE "AS-BUILT" IMPROVEMENTS AS SHOWN HEREON ARE LOCATED AS NOTED, AND THE LOCATIONS ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR _____ DATE _____

CITY OF SCOTTSDALE

REVIEWED AND RECOMMENDED APPROVAL BY: _____

PAVING	STRUCTURES
GRADING & DRAINAGE	BUILDING
WATER & SEWER	PLUMBING
TRAFFIC	MECHANICAL
PLANNING IMPROVEMENTS	ELECTRICAL
PLANNING FACILITIES	FIRE IMPROVEMENTS
LANDSCAPE	FIRE FACILITIES
NATIVE PLANT	

ENGINEERING COORDINATION MANAGER (OR DESIGNEE) _____ DATE _____

BUILDING OFFICIAL (OR DESIGNEE) _____ DATE _____



ENGINEER

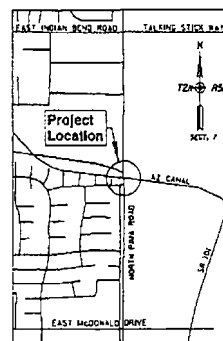
PREMIER
 ENGINEERING CORPORATION
 6437 W. CHANDLER BLVD SUITE 1
 CHANDLER, AZ 85226 (480) 829-0500

PIMA ROAD BRIDGE AT ARIZONA CANAL PROJECT NO. SC04 BID NO. XXXXXX

NO CONFLICT SIGNATURE BLOCK				
Utility	Utility Company	Name of Authorized Representative	Telephone Number	Date Signed
Electric	SRP			
Telephone	Sonicnetback			
Natural Gas	Southwestern Gas			
Cable TV	COX			
Power/Other	Canarylink			
Other	Southwestern			
Water	City of Scottsdale			
Waste	SRP/MC			
Sewer	City of Scottsdale			
Sewer	SRP/MC			

Engineer's Certification
 I, _____ as the Engineer of Record for this development, hereby certify that all utility companies listed above have been provided and approved plans for review, and that all conflicts identified by the utilities have been resolved. In addition, the "No Conflict" forms have been obtained from each utility company and are included in this submittal.

Signature _____ Date _____



Vicinity Map
 N.T.S.

FLOOD INSURANCE RATE MAP BLOCK (FORM)				
Community Number	Panel & Sheet	Surf	Date of Flood Zone	Base Flood Elevation (in AG 2006 use depth)
045012	W40001	-	N40011	-

**75% DESIGN
 OCT 2018**

SHEET INDEX

Sht. No.	Dwg. No.	Description
1	G1	COVER SHEET
2	G2	GENERAL NOTES
3	G3	ROADWAY QUANTITY SUMMARY
4	D1	PAVING DETAILS
5	P1	PAVING PLAN & PROFILE
6 - 24	S01 - S19	BRIDGE PLANS (SEE GENERAL PLAN & ELEVATION SHEET FOR INDEX)

BENCH MARKS (NAVD '88)

No.	Description
1.	W 1/4 COR, SEC 7, T2N R5E COS BC IN HH ELEV = 1284.70
2.	NW COR, SEC 7, T2N R5E SRP, BCF ELEV = 1292.89

City of Scottsdale approved plans shall be kept on the job site at all times during the course of construction.

**PIMA ROAD BRIDGE AT ARIZONA CANAL
 PROJECT NO. SC04 BID NO. XXXXX**

PLAN REVIEW NO.

DRISTART APPROVAL NO.

DESIGN FILE: P:\2015081-06\Engineering\600\Production\Sheets\15081-06.PPB1.dgn

PL01 DATE: 9/28/2018

Quantity Summary Table

Description	Unit	Quan
Remove AC Pavement	SY	39
Mill & Overlay Pavement	SY	454
Raised Pavement Marker, Type D	EA	8
4" White Striping (Painted) - See Note 2	LF	151
6" Yellow Striping (Painted) - See Note 2	LF	453

Notes:

- Quantities for future improvements not shown in Quantity Summary Table.
- Striping quantities provided in 4' section strips.

PREMIER

ENGINEERING CORPORATION
CHANDLER, AZ 85226-1000



DATE: 9/28/2018
75%
MUNICIPAL SERVICES
DEPARTMENT
CAPITAL PROJECT
MANAGEMENT
SCOTTSDALE, ARIZONA 85259

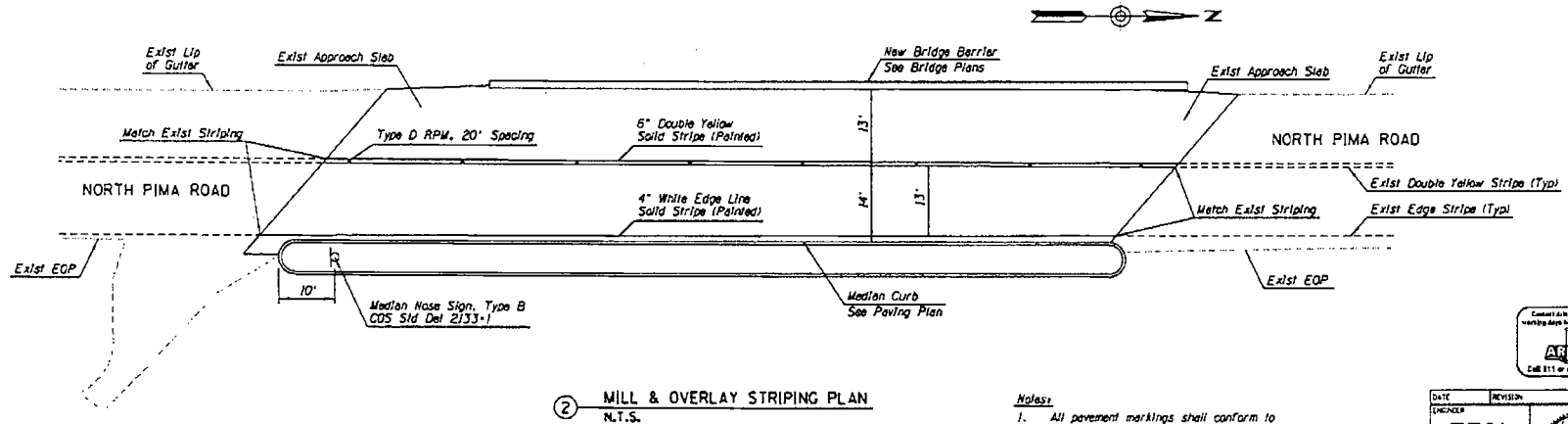
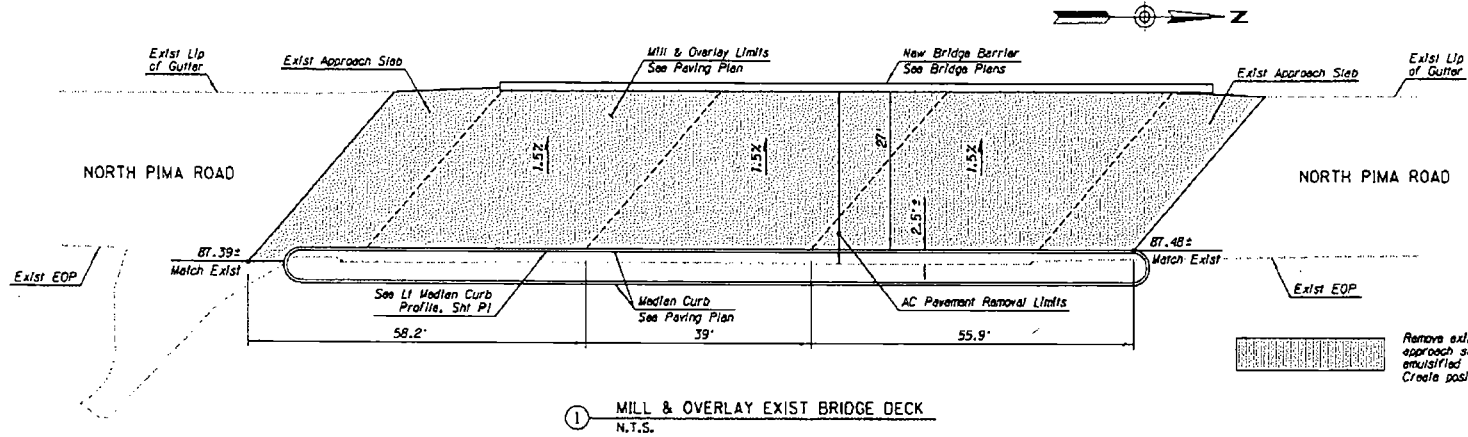
PROJECT TITLE: ROADWAY QUANTITY SUMMARY

PROJECT: PIMA ROAD BRIDGE @ ARIZONA CANAL
SHEET: 15081-06
DATE: 9/28/2018
BY: [Signature]
CHECKED: [Signature]
DATE: 10/2/2018
SCALE: 1"=20'

XXX-XX

DESIGN: F:\E:\2019\190-COS\190-COS.dwg; PLOT: DATE: 9/26/2018

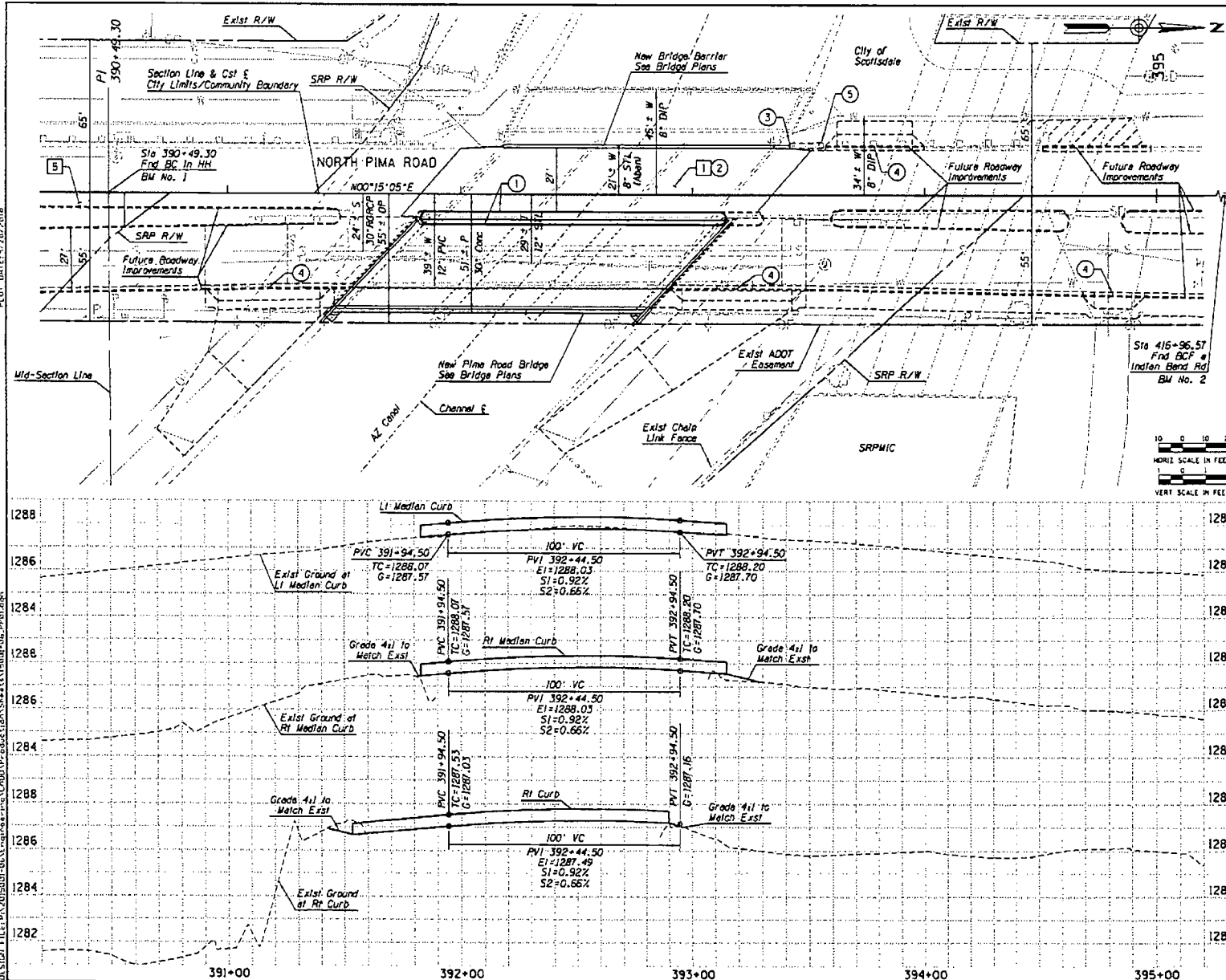
PREMIER ENGINEERING CORPORATION
6431 W. CHANDLER BLVD. SUITE 1
CHANDLER, AZ 85226 (480) 828-4000



DATE	REVISION	BY
09/26/2018		
75% PRELIMINARY NOT FOR CONSTRUCTION		
MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT		
SHEET TITLE PAVING DETAILS		
PROJECT TITLE PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	DESIGNED BY	CHECKED BY
1"=40'	RM	XX/XX
DATE	DATE	DATE
10/20/18	10/20/18	10/20/18
BY	BY	BY
XX/XX	XX/XX	XX/XX
APPROVED BY [Signature]		DATE 10/20/18
PROJECT NO. 190-COS		SHEET NO. 4 of 24

PLOT DATE: 4/28/2018

DESIGN FILE: P:\2015001-06\Engineering\CADD\Production\Sheet\2018-190-COS.dwg, Prelim.dwg



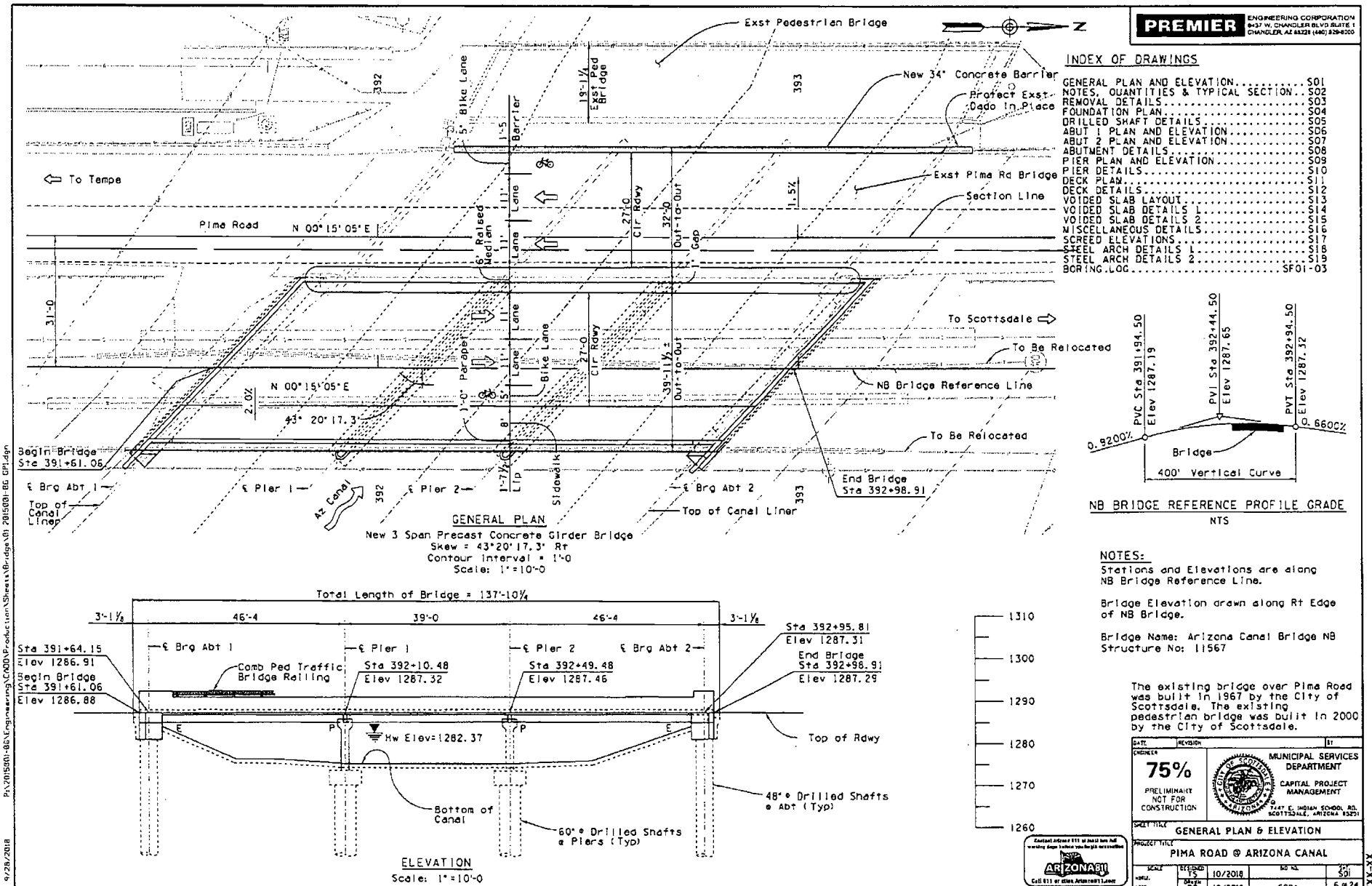
PREMIER ENGINEERING CORPORATION 8337 W. CHANDLER BLVD SUITE 1 CHANDLER, AZ 85226 (480) 830-4000		
REMOVAL & RELOCATION NOTES		
Description	Unit	Quan
1 Remove AC Pavement from Bridge Deck	SF	39
CONSTRUCTION NOTES		
Description	Unit	Quan
1 Mountable Median Curb & Gutter See Bridge Plans	-	-
2 Mill & Overlay (See Bridge Plans) See Det 1, Sht D1	SF	454
3 Protect Guardrail and Dado In Place	-	-
4 Future Driveway Entrance	-	-
5 Future SHORTTRAC Crash Cushion	-	-
DATE: 4/28/2018 CHECKED: [Signature] 75% PRELIMINARY NOT FOR CONSTRUCTION		
MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT 7447 E. INDIAN SCHOOL RD. SCOTTSDALE, ARIZONA 85251		
PIMA ROAD PLAN & PROFILE PROJECT TITLE: PIMA ROAD BRIDGE @ ARIZONA CANAL SCALE: 1"=20' HORIZ, 1"=4' VERT DESIGNED BY: RM DATE: 10/2018 CHECKED BY: AR PROJECT NO.: 2018-190-COS SHT: 5 of 24		

P:\2015001-05\Engineering\CADD\Production\Sheets\Bridges\B1 2015001-05.dgn

9/28/2018

9/28/2018

P:\2015001-05\Engineering\CADD\Production\Sheets\Bridges\B1 2015001-05.dgn

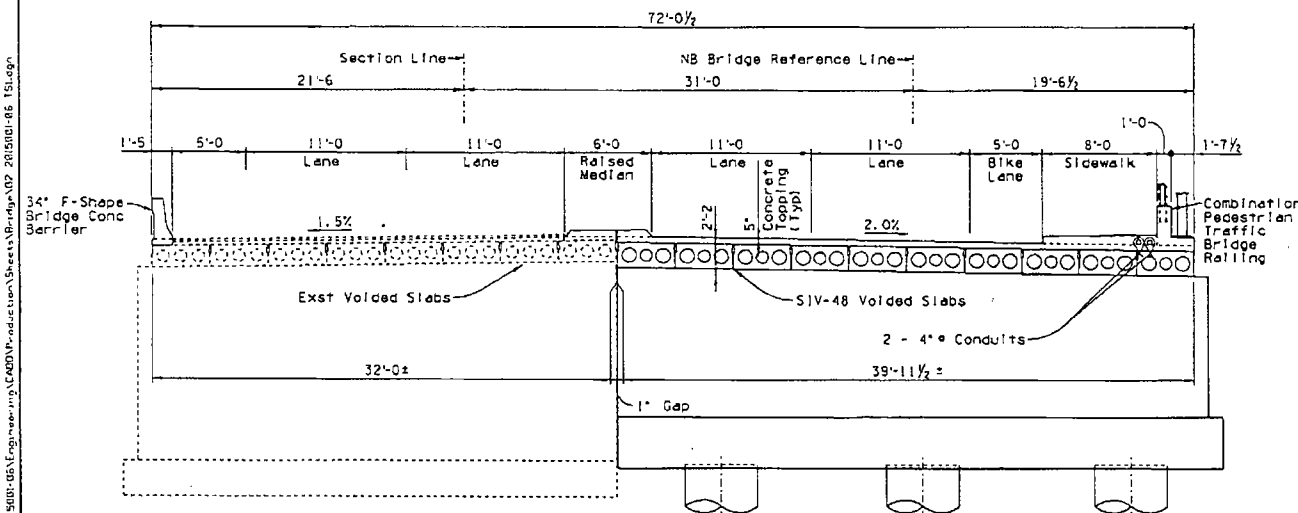


APPROXIMATE QUANTITIES								
Item	Struct. Excav.	Struct. Backfill	Concrete			Reinf. Steel	SIV-48 Volded Slab	48" Dia. Drilled Shafts
			f'c=3,500 psi	f'c=4,000 psi	f'c=4,500 psi			
	CY	CY	CY	CY	CY	LB	LF	LF
Abt 1			49.4			5739		120
Pier 1			77.2			14357		150
Pier 2			77.9			14357		150
Abt 2			49.4			5739		120
Superstr.				17.7	96.8	19192	1309	
Total			253.9	17.7	96.8	59384	1309	300
As-Built								

Restrainers, Vertical Earthquake (Fixed)..... 20 EA
 F-Shape Bridge Concrete Barrier and Transition (34' x SD1.0)..... 118 LF
 Combination Pedestrian-Traffic Bridge Rail (SD1.04)..... 133 LF
 Concrete Removal..... X LS
 Place Dowels..... 300 EA
 Structural Steel..... 10946 LB
 Existing Bridge Reinforcing..... 1300 LB

ADOT STRUCTURAL DETAIL DRAWINGS:

SD 1.01, SD 1.04, & SD 2.01



TYPICAL SECTION
Scale: 1/4" = 1'-0"

GENERAL NOTES:**DESIGN SPECIFICATIONS:**

AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, CUSTOMARY US UNITS, 7TH EDITION, WITH 2015 AND 2016 INTERIM REVISIONS.

CONSTRUCTION SPECIFICATIONS:

ARIZONA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2008 UNLESS NOTED OTHERWISE.

DESIGN LOADINGS:

LIVE LOAD, HL-93 (LRFD)

DEAD LOAD INCLUDES ALLOWANCES OF 25 PSF FOR FUTURE WEARING SURFACE.

COMPOSITE DESIGN - DEAD LOAD CARRIED BY GIRDERS ONLY. GIRDERS DESIGNED USING TRANSFORMED SECTION PROPERTIES.

INVENTORY AND OPERATING RATING FOR HL-93 ARE IN ACCORDANCE WITH AASHTO MANUAL FOR BRIDGE EVALUATION, SECOND EDITION 2011 WITH INTERIM REVISIONS.
INVENTORY RATING RF = X.XX
OPERATING RATING RF = X.XX

SEISMIC DATA TABLE

PCA	S _g	S ₁	SITE CLASS	SEISMIC ZONE	OPERATIONAL CLASSIFICATION
X.XX	X.XX	X.XX	D	I	OTHER

STRENGTH:

CONCRETE TOPPING..... f'c = 4500 PSI
 ABUTMENTS, PIERS & DRILLED SHAFTS..... f'c = 3500 PSI
 MEDIAN, PARAPETS & SIDEWALKS..... f'c = 4000 PSI
 ALL OTHER CONCRETE..... f'c = 3000 PSI
 GRADE 60 REINFORCING STEEL..... fy = 60,0 KSI
 PRESTRESSING STEEL..... fpu = 270.0 KSI
 (1/2" DIA 7-WIRE LOW RELAXATION STEEL)

ALL CONCRETE SHALL BE CLASS 'S' UNLESS NOTED OTHERWISE.

REINFORCING STEEL SHALL CONFORM TO ASTM A615 EXCEPT WHERE ASTM A706 IS SPECIFIED FOR WELDABILITY. ALL REINFORCING SHALL BE FURNISHED AS GRADE 60.

ALL STRUCTURAL TUBING (TS) SHALL CONFORM TO ASTM A500 GRADE B. ALL OTHER STRUCTURAL STEEL SHALL CONFORM TO ASTM A36, U.N.O.

ALL BENDS AND HOOKS SHALL MEET THE REQUIREMENTS OF AASHTO LRFD SECTION 5.10. ALL BEND DIMENSIONS FOR REINFORCING STEEL SHALL BE OUT-TO-OUT OF BARS. ALL PLACEMENT DIMENSIONS FOR REINFORCING STEEL SHALL BE CENTER OF BAR UNLESS NOTED OTHERWISE.

ALL REINFORCING SHALL HAVE 2 INCH CLEAR COVER, UNLESS NOTED OTHERWISE.

CHAMFER ALL EXPOSED CORNERS 1/4" UNLESS NOTED OTHERWISE.

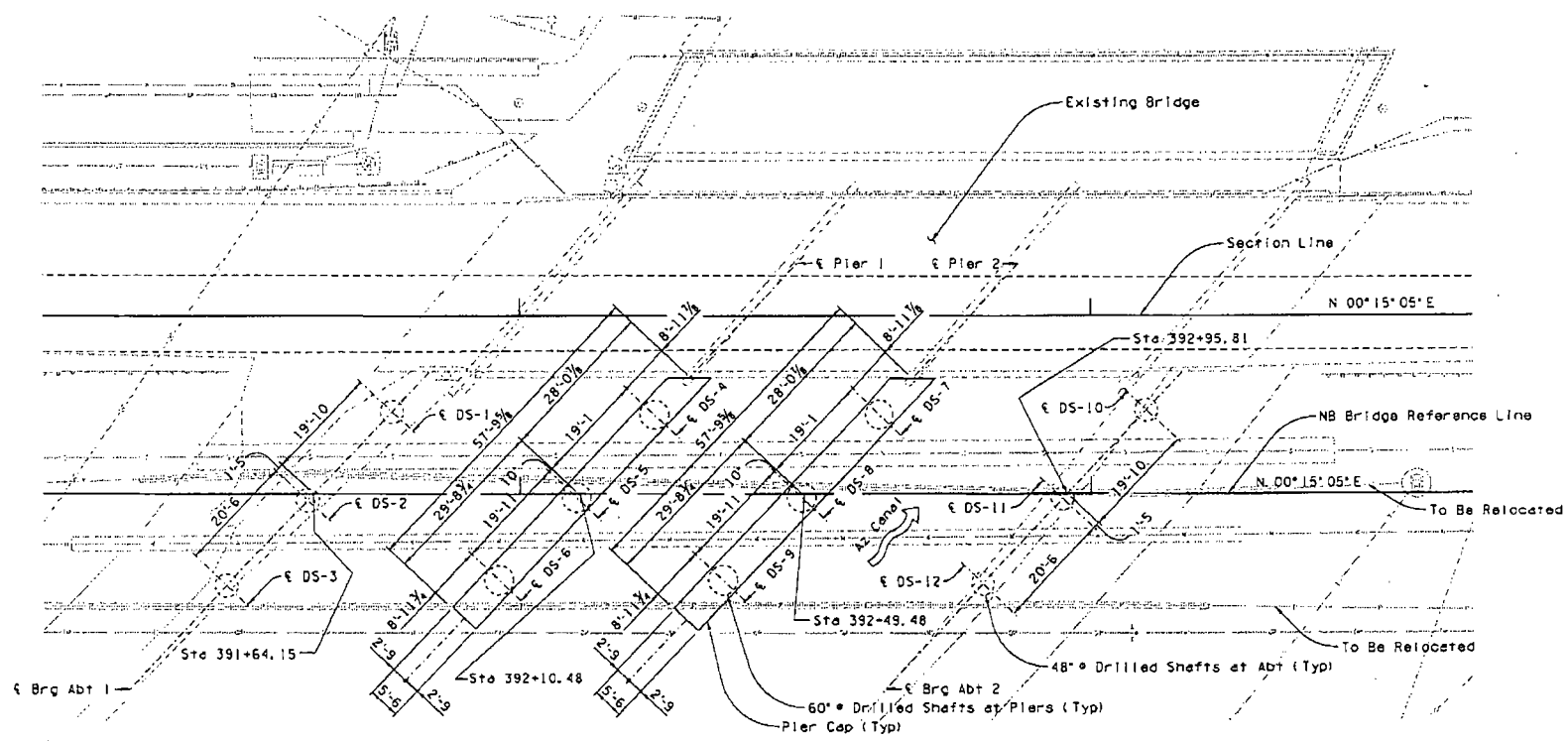
ALL WELDING SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICAN WELDING SOCIETY, ANSI/AASHTO/AWS D1.5 BRIDGE WELDING CODE, LATEST EDITION.

SIDEWALKS, MEDIAN, PARAPETS AND RAILINGS SHALL BE CONSTRUCTED AFTER SPANS HAVE TAKEN DEAD LOAD DEFLECTION.



DATE	REVISION	BY
ENGINEER		
75% PRELIMINARY NOT FOR CONSTRUCTION		
MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT 7447 E. INDIAN SCHOOL RD. SCOTTSDALE, ARIZONA 85264		
PROJECT TITLE PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	DATE	BY
AS SHOWN	10/2/2018	SP1
DESIGN	DATE	BY
RC	10/2/2018	SP2
PROJECT NO.	7-2124	

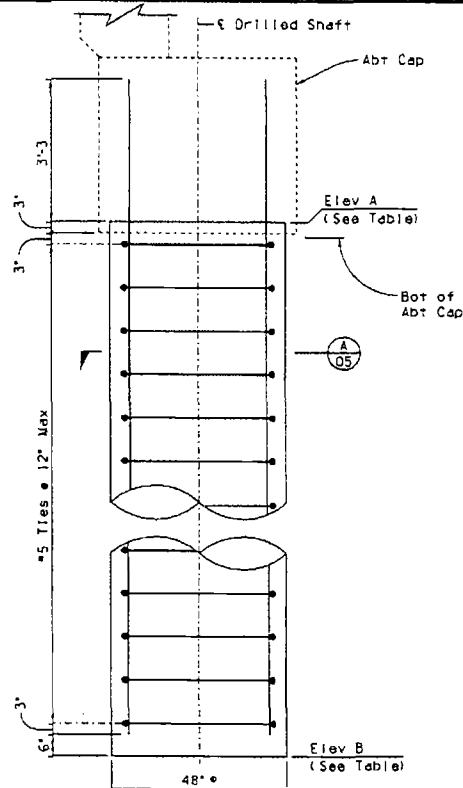
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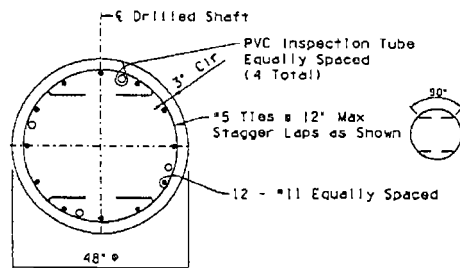
FOUNDATION PLAN
Skew = 43°20'17.3" Rt
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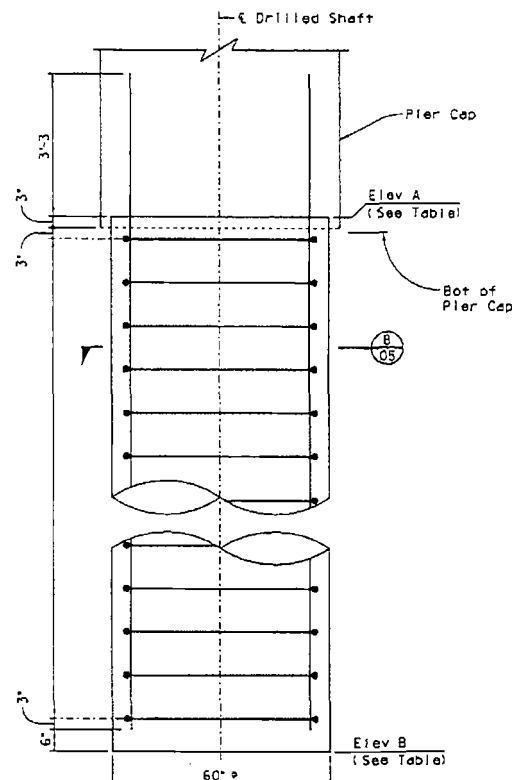
DATE	REVISION	BY
CHECKED		
75%		
PRELIMINARY NOT FOR CONSTRUCTION		
MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT TAYLOR, E. INDIAN SCHOOL RD., SCOTTSDALE, ARIZONA 85251		
FOUNDATION PLAN		
PIMA ROAD @ ARIZONA CANAL		
SCALE	DATE	BY
1"=10'-0"	10/2/2018	SC04
DATE	BY	BY
10/2/2018	SC04	9/2/24



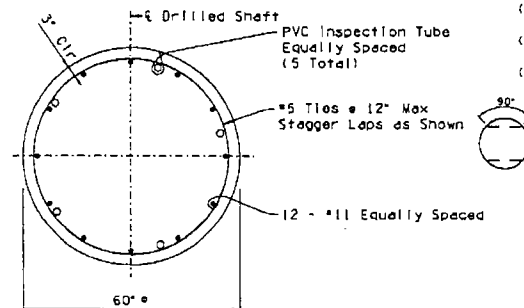
TYPICAL ABUTMENT DRILLED SHAFT
Scale: 1/4" = 1'-0"



SECTION A
Scale: 1/4" = 1'-0"



TYPICAL ABUTMENT DRILLED SHAFT
Scale: 1/4" = 1'-0"



SECTION B
Scale: 1/4" = 1'-0"

PREMIER ENGINEERING CORPORATION
6427 W. CHANDLER BLVD SUITE 11
CHANDLER, AZ 85226 (480) 829-6000

DRILLED SHAFT NOTES:

1. Drilled shaft construction shall conform to Section 609 of the ADOT Standard Specifications, Edition 2008, and in accordance with the Special Provisions of this project.
2. Inspection tube size, type and details shall be per Standard Specifications and Special Provisions. Inspection tubes shall not be attached to the longitudinal reinforcement, and shall be placed between longitudinal reinforcement.
3. The confirmation shaft shall be shaft DS-1 at Abutment 1. See ADOT Standard Specifications, Section 609-3.02.
4. In the event of a weak layer (silt, clay, loose sand), ect. at the recommended elevation of the shaft bottom the shaft shall be extended to bear on firm soil as determined by the Engineer.
5. Concrete shall be placed immediately after excavation has been completed and reinforcing cage placed in its position.
6. Any construction joint not shown on the project plans shall require the approval of the Engineer prior to construction.

DRILLED SHAFT TABLE					
Shaft #	Elev A (ft)	Elev B (ft)	(1) Total Unfactored Load (Kips)	(2) Total Unfactored Load (Kips)	(3) Total Settlement (Inch)
DS-1	1281.33	1241.33			
DS-2	1280.88	1240.88			
DS-3	1280.46	1240.46			
DS-4	1270.25	1220.25			
DS-5	1270.25	1220.25			
DS-6	1270.25	1220.25			
DS-7	1270.25	1220.25			
DS-8	1270.25	1220.25			
DS-9	1270.25	1220.25			
DS-10	1281.50	1241.50			
DS-11	1281.28	1241.28			
DS-12	1281.06	1241.06			

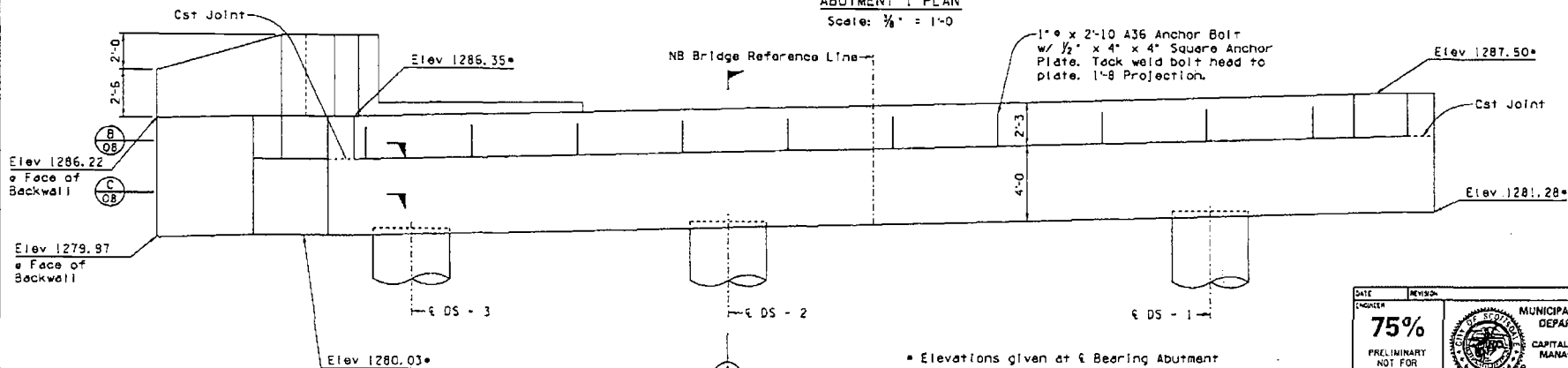
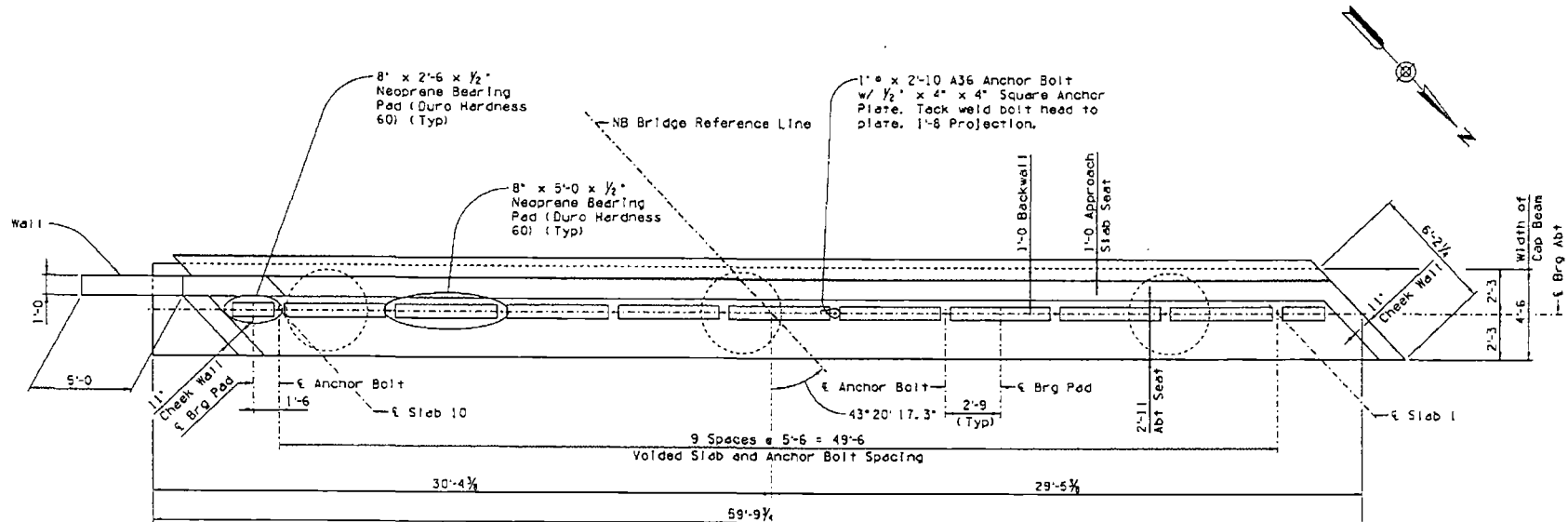
- (1) No increase for redundancy or group efficiency effects.
- (2) Increase for redundancy or group efficiency effects
- (3) Estimated

DATE: 10/2/2018
DESIGNER: 75%
PRELIMINARY
NOT FOR
CONSTRUCTION

MUNICIPAL SERVICES DEPARTMENT
CAPITAL PROJECT
MANAGEMENT
7447 E. INDIAN SCHOOL RD.
SCOTTSDALE, ARIZONA 85251

PROJECT TITLE			
PIMA ROAD BRIDGE @ ARIZONA CANAL			
SCALE	DATE	BY	CHK
1" = 10'	10/2/2018	RC	SDS
DATE	DATE	DATE	DATE
10/2/2018	10/2/2018	10/2/2018	10/2/2018



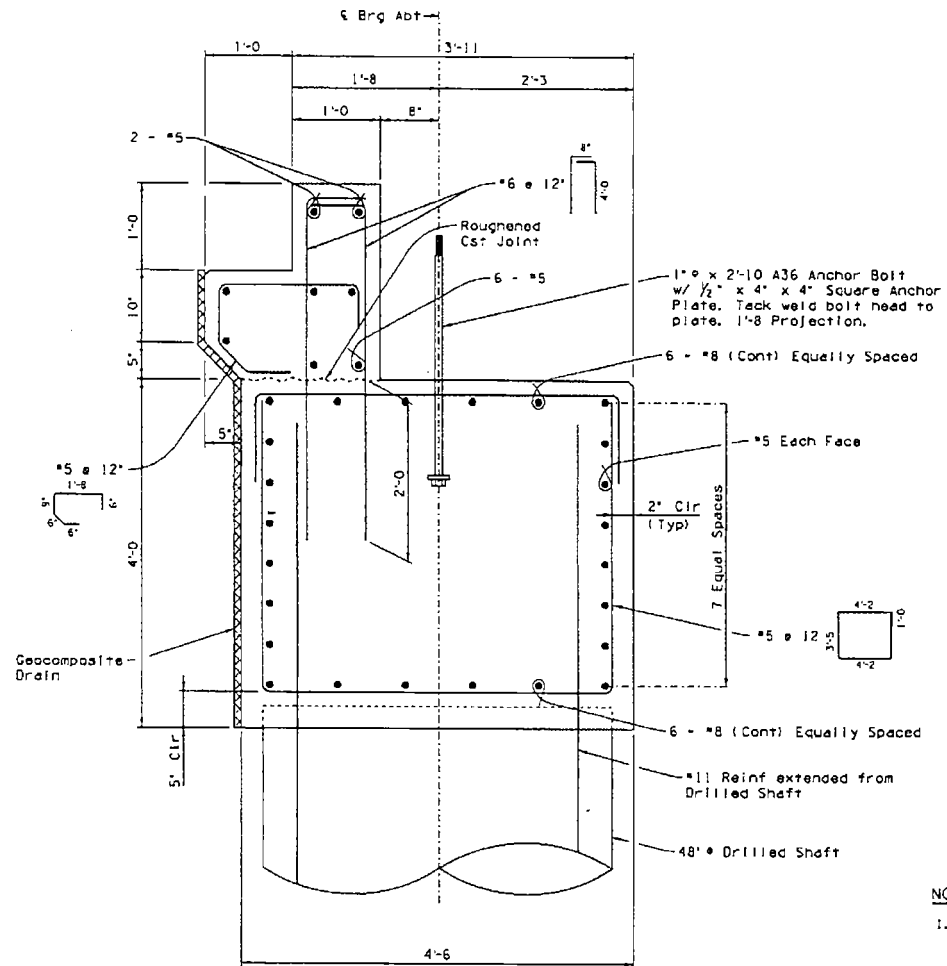


* Elevations given at $\frac{1}{2}"$ Bearing Abutment

DATE	REVISION	BY
10/2/2018		
75% PRELIMINARY NOT FOR CONSTRUCTION		
PROJECT TITLE ABUTMENT 1 PLAN AND ELEVATION		
PROJECT NO. PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	DATE	BY
1" = 10'	10/2/2018	506
DATE	PROJECT NO.	11 OF 24
10/2/2018	506	








SECTION A
Scale: 1 1/2" = 1'-0"

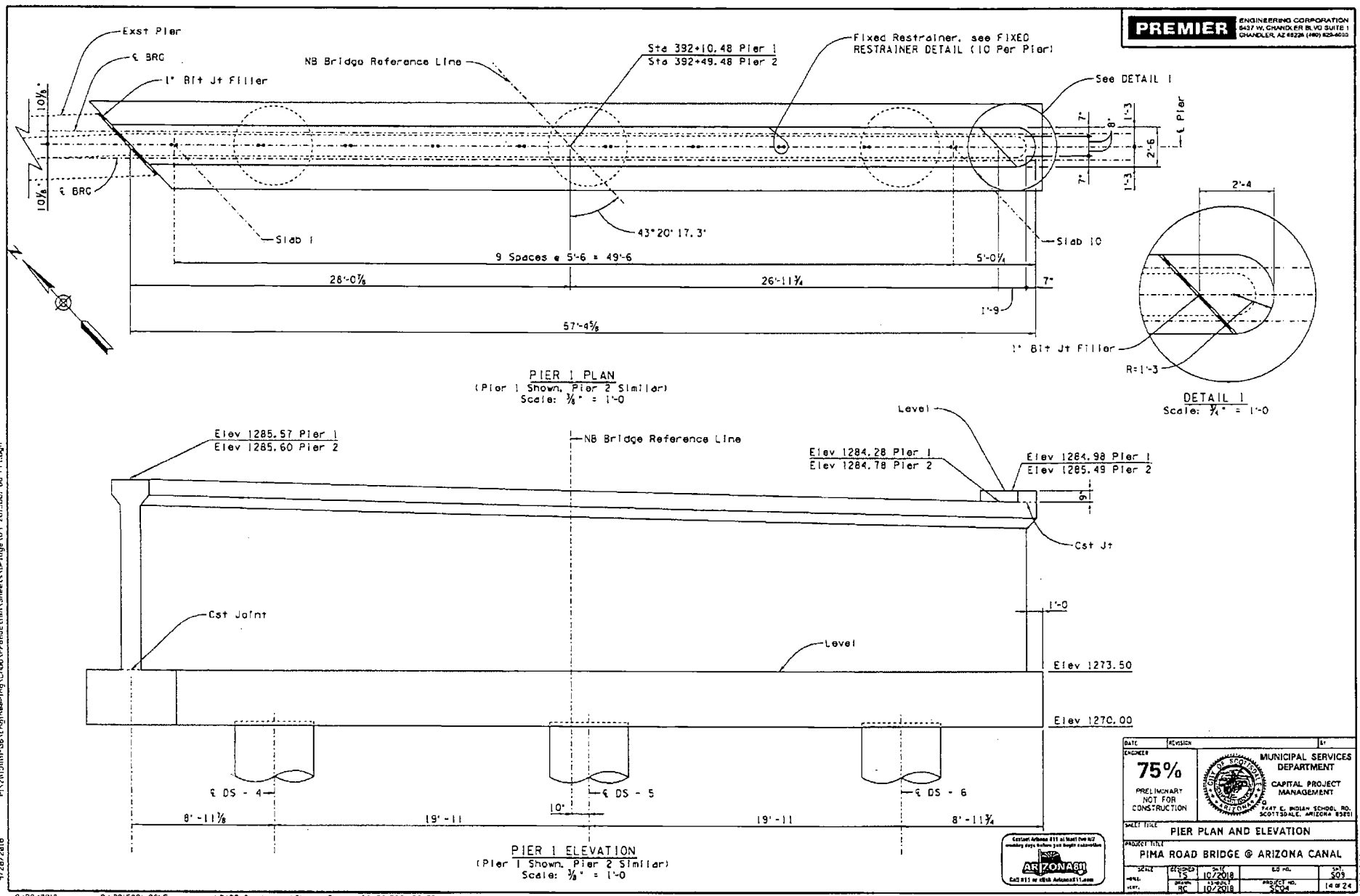
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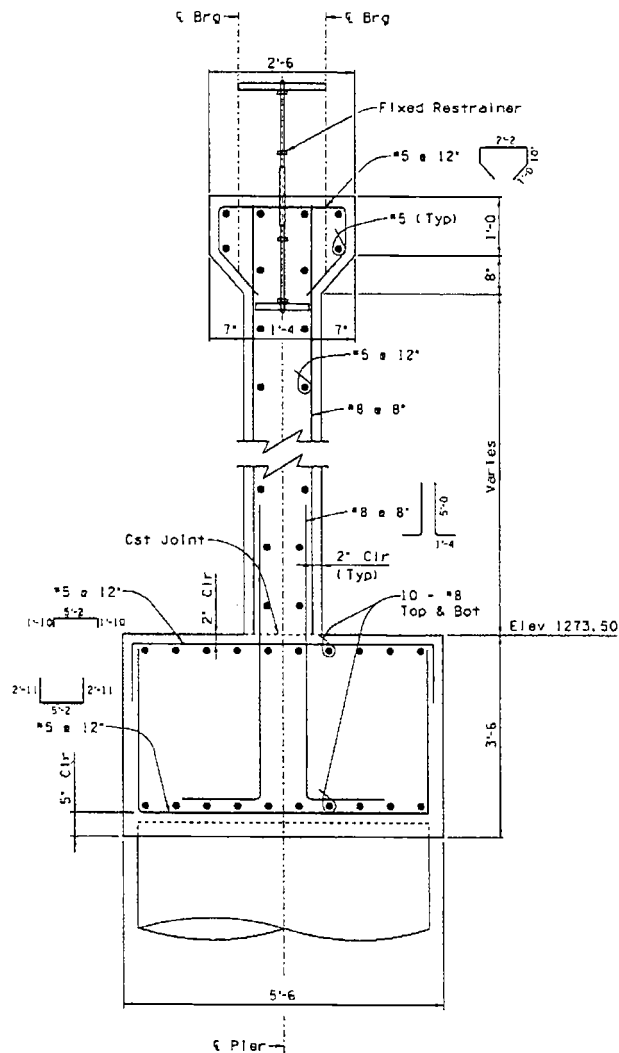
1. All horizontal steel in cap beam and backwall shall be spliced as follows:
Top #8 bars shall be spliced 4'-0" minimum at centerline drilled shaft span.
Bottom #8 bars shall be spliced 2'-8" minimum at centerline of drilled shaft.
#6 Bars shall be spliced 2'-3" minimum.
#5 Bars shall be spliced 1'-10" minimum.
2. No bar shall be spliced within the required lap length of an adjacent bar.



DATE	REVISION	BY
CHECKED		
75%		
PRELIMINARY		
NOT FOR		
CONSTRUCTION		
 MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT 2411 E. INDIAN SCHOOL RD. SCOTTSDALE, ARIZONA 85251		
SHEET TITLE: ABUTMENT DETAILS 1		
PROJECT TITLE: PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE: AS SHOWN	DATE: 10/2/2018	REV. NO.: 508
DESIGNED BY: PC	CHECKED BY: PC	PROJECT NO.: 13 of 24

PREMIER ENGINEERING CORPORATION
8437 W. GRANDLER BLVD SUITE 1
CHANDLER, AZ 85226 (PH) 480-850-4600






SECTION
Scale: 1 1/2" = 1'-0" A

PREMIER

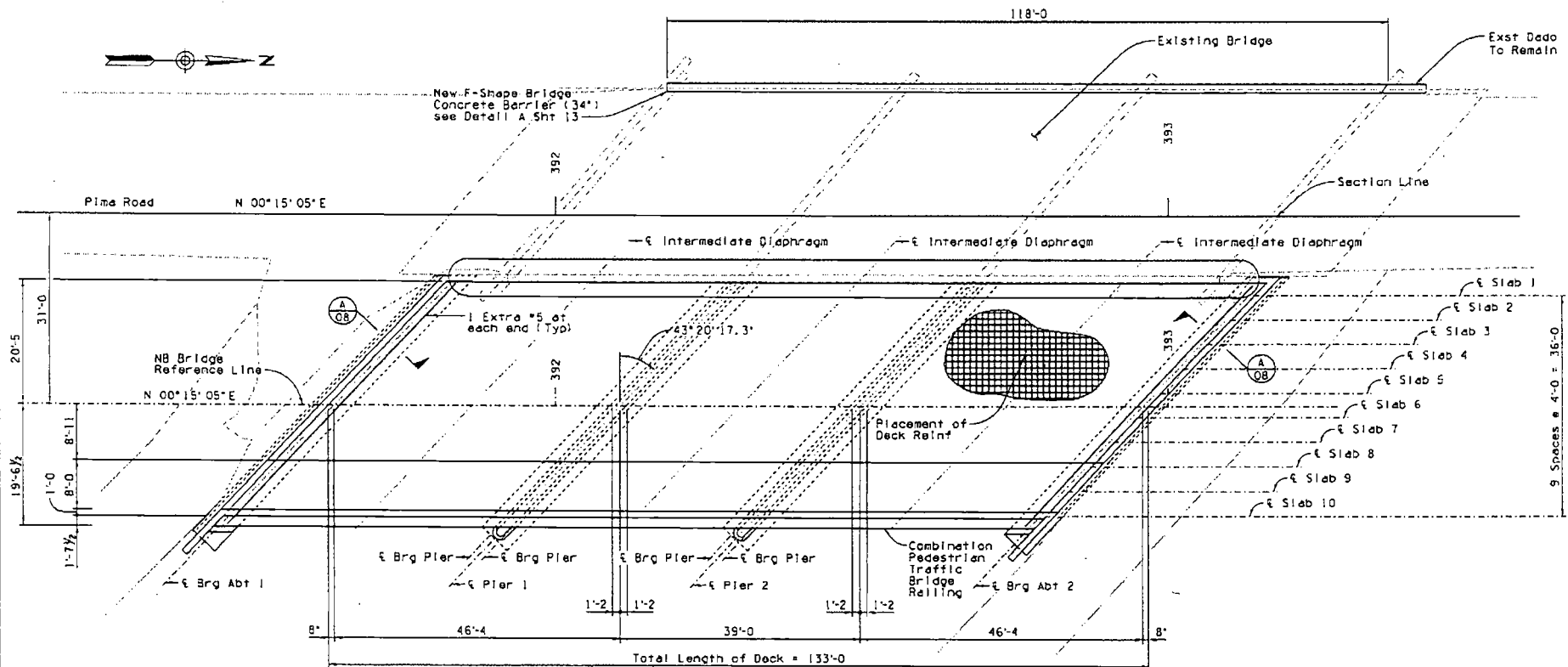
ENGINEERING CORPORATION
9437 W. CHANDLER BLVD SUITE 1
CHANDLER, AZ 85226 (480) 828-4400



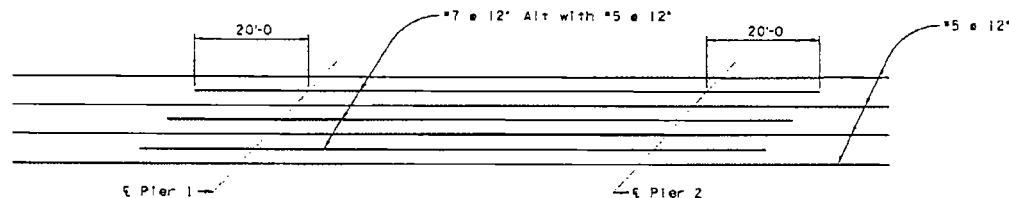
DATE	REVISION	BY
ENGINEER		
75% PRELIMINARY NOT FOR CONSTRUCTION		
 MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT 1447 E. INDIAN SCHOOL RD. SCOTTSDALE, ARIZONA 85261		
SHEET TITLE		
PIER DETAILS		
PROJECT TITLE		
PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	REVISION	BY
1" = 10'	10/2018	10
DATE	REVISION	BY
10/2018	10/2018	10
15 OF 24		

XXX-XX

PREMIER ENGINEERING CORPORATION
6437 W. CHANDLER BLVD SUITE 1
CHANDLER, AZ 86226 (480) 829-8000




DECK PLAN
Scale: $\frac{1}{8}'' = 1'-0''$

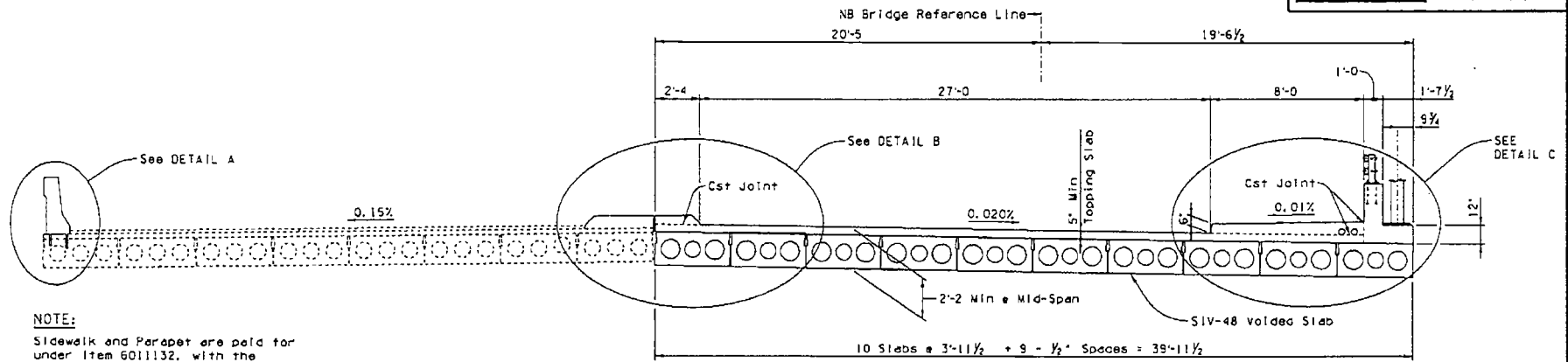


LONGITUDINAL STEEL & PIERS
NTS



DATE	REVISION	BY
ENGINEER		
75%		MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT MAY E. IRVING SCHROEDER, SCOTTSDALE, ARIZONA 85259
PRELIMINARY NOT FOR CONSTRUCTION		
SHEET TITLE		
DECK PLAN		
PROJECT TITLE		
PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	DESIGNED BY	EE NR.
	15	
	10/20/08	
VERT.	BY	PROJECT NR.
	10/20/08	SC-11
		16/9/24

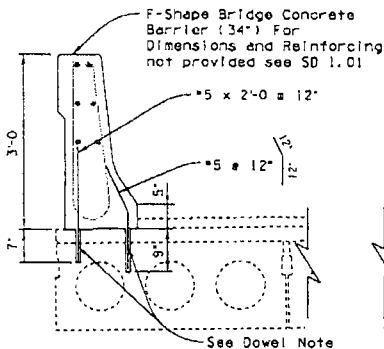
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----



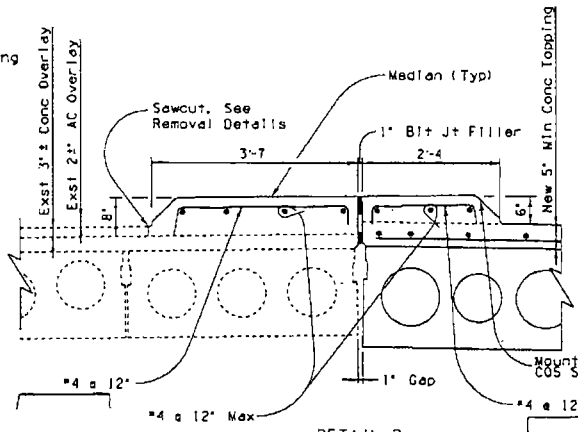
TYPICAL SECTION
Scale: 1/4" = 1'-0"

NOTE:

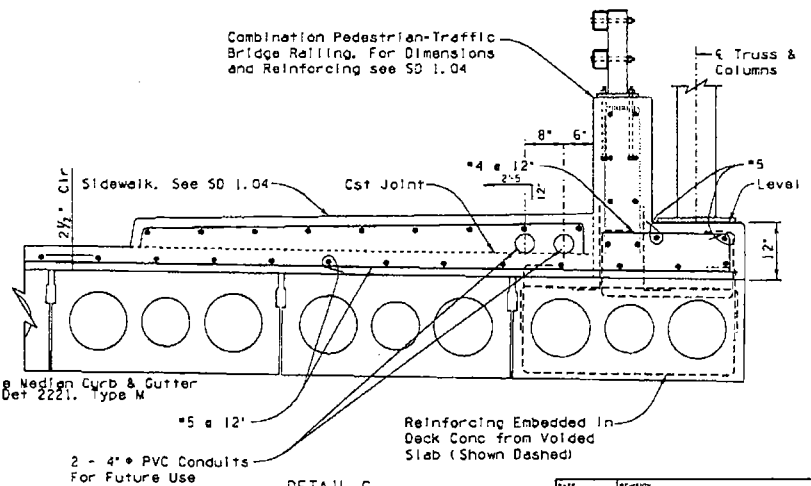
Sidewalk and Parapet are paid for under Item 6011132, with the sidewalk width and height modified to 8'-0" and 6" respectively.



DETAIL A
Scale: 3/8" = 1'-0"



DETAIL B
Scale: 3/8" = 1'-0"



DETAIL C
Scale: 3/8" = 1'-0"

DOWEL NOTE:

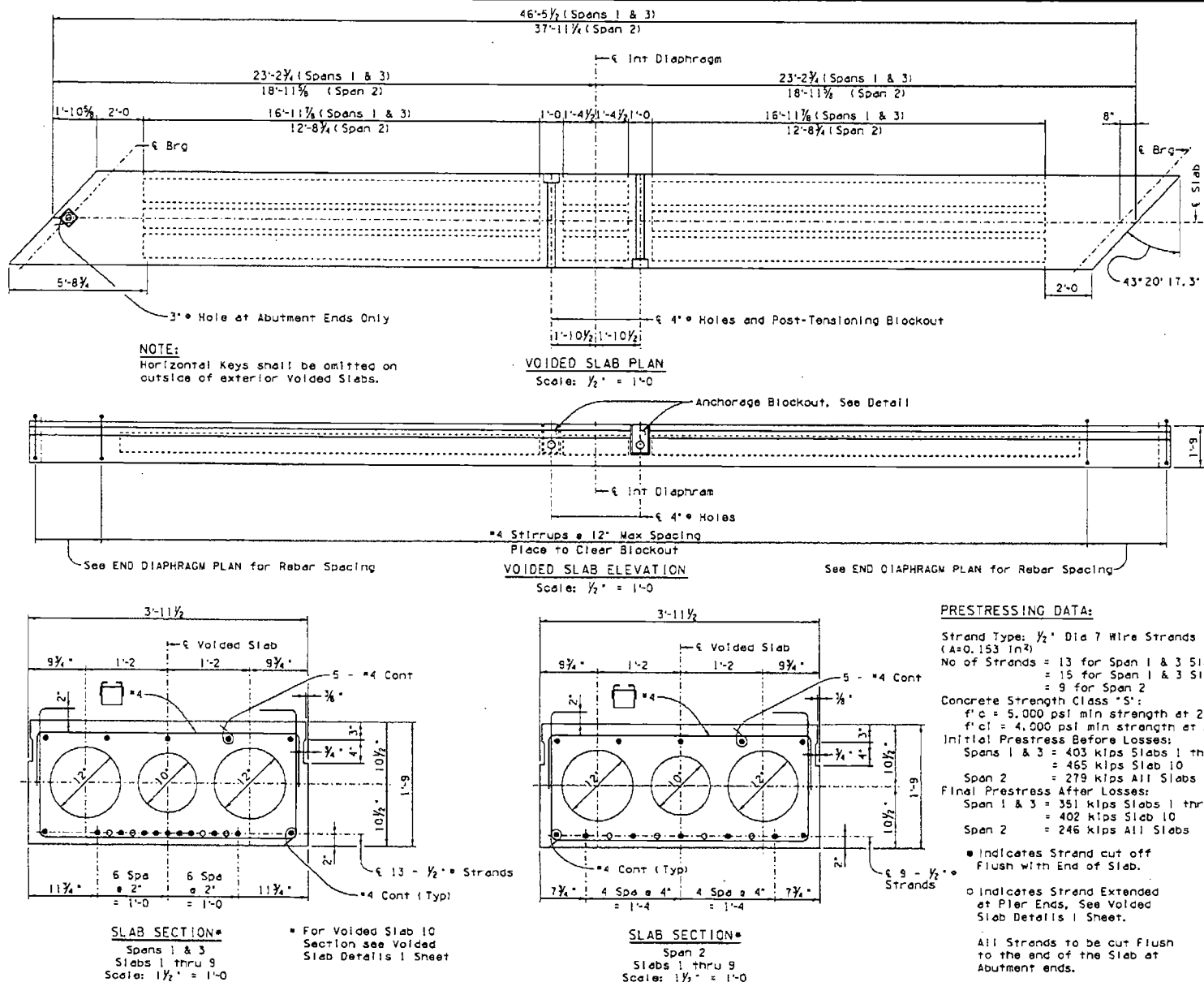
Drill 1/4" hole for #5 dowel to depth shown in DETAIL A. Epoxy dowel in hole with an approved epoxy adhesive. Epoxy anchorage shall develop a tensile pullout strength of 9 kips for a #5 dowel. Details of anchorage system shall be submitted to the Engineer for approval prior to installation.

SUPERSTRUCTURE NOTES:

- Place transverse reinforcing normal to the NB Pima RD Cst &.
- All continuous horizontal bars in the topping slab, median, sidewalk, barrier and parapet may be spliced where required with a minimum lap length as follows:
 #4 Bars.....1'-6 Min
 #5 Bars.....1'-6 Min
 #7 Bars.....2'-0 Min
- All splices shall be staggered w/adjacent bars.

DATE	REVISION	BY
ENGINEER		
75% PRELIMINARY NOT FOR CONSTRUCTION		
MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT TRAY E. HOWARD SCHOOL RD. SCOTTSDALE, ARIZONA 85251		
PROJECT TITLE DECK DETAILS		
PROJECT TITLE PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	DESIGNER	DATE
1" = 20'	RM	10/2018
DATE	DRIVER	DATE
10/2018	RM	10/2018
DATE	DRIVER	DATE
10/2018	RM	10/2018





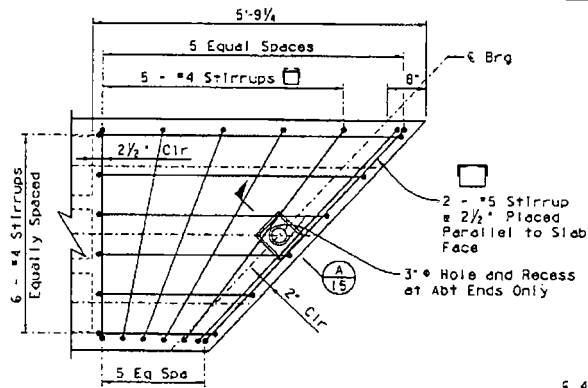
PREMIER ENGINEERING CORPORATION
8437 W. CHANDLER BLVD SUITE 1
CHANDLER, AZ 85226 (480) 838-8800

NOTES:

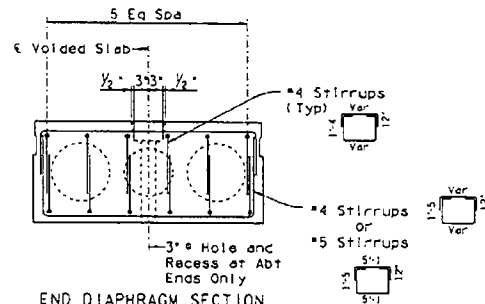
1. Girders are AASHTO Type S1V-48 voided slab sections and are to be pretensioned.
2. Pretensioning steel shall conform to ASTM A416 for uncoated, 7 wire, low relaxation strand with an ultimate tensile strength $f'_s = 270,000$ psi.
3. The hole for dowels at the Abutment slab ends shall be cast in a way that they are vertical when the slab is erected.
4. The top surface of slabs shall be roughened to an amplitude of $\frac{1}{4}"$ normal to the centerline of slab. Curing compound shall not be applied.
5. The contractor shall adjust the dimensions shown to account for elastic shortening and shrinkage.
6. Pick-up devices shall be anchored only in the end zones of the slab and cut flush with the top slab after erection.
7. All prestressed concrete products shall be manufactured in a plant that is currently certified by the P.C.I. plant certification program, and or maintains a quality control procedure that is in full compliance with P.C.I. requirements.
8. The use of masked strands will not be allowed.



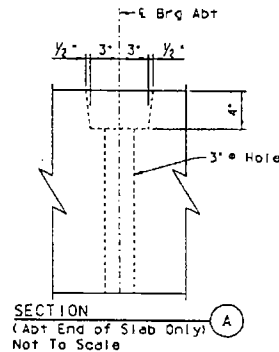
DATE	10/2/2018	BY	18
ENGINEER			
<p>75%</p> <p>PRELIMINARY NOT FOR CONSTRUCTION</p>			
<p>VOIDED SLAB LAYOUT</p>			
<p>PROJECT SITE: PIMA ROAD BRIDGE @ ARIZONA CANAL</p>			
SCALE	AS SHOWN	SHEET	513
DATE	10/2/2018	PROJECT NO.	18-024
BY	10/2/2018	PROJECT NO.	18-024



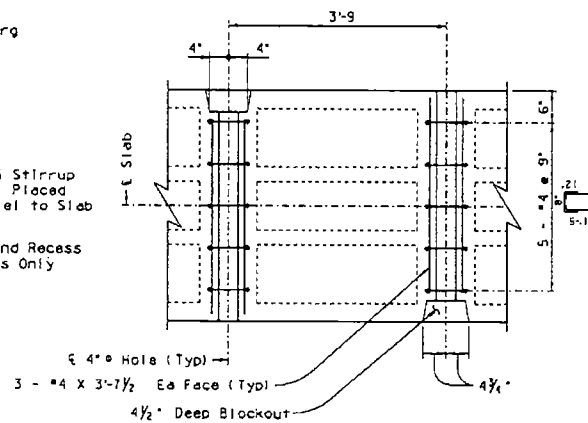
END DIAPHRAGM PLAN
Scale: 1" = 1'-0"



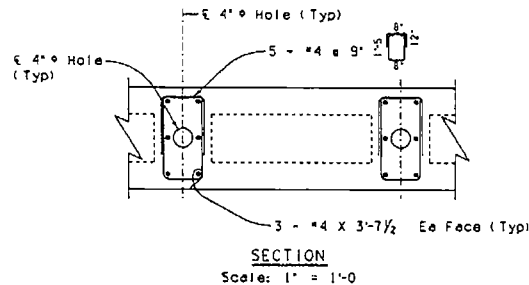
END DIAPHRAGM SECTION
Scale: 1" = 1'-0"



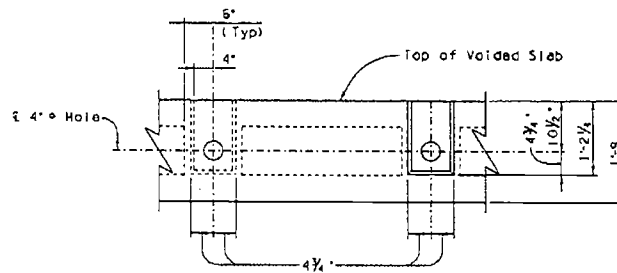
SECTION
(Abt End of Slab Only)
Not To Scale



INTERMEDIATE DIAPHRAGM PLAN
Scale: 1" = 1'-0"

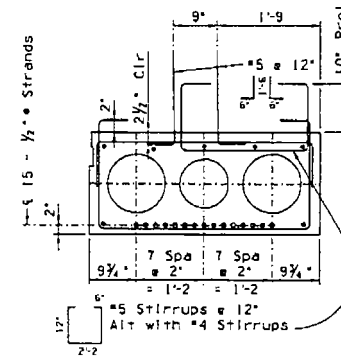


SECTION
Scale: 1" = 1'-0"

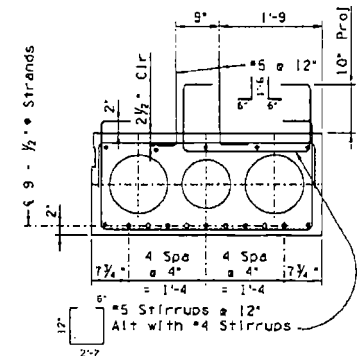


LATERAL TIE BLOCK OUT DETAIL
Scale: 1" = 1'-0"

NOTE:
For Slab Dimensions, Voids and
Reinforcing Details not Called
out see Slab Sections on Voids
Slab Layout Sheet



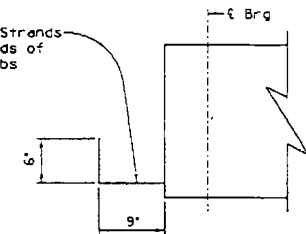
SPANS 1 & 3



SPAN 2

VOIDED SLAB #10 SECTIONS
Scale: 1" = 1'-0"

Extend 4 Strands
at Pier Ends of
Voided Slabs



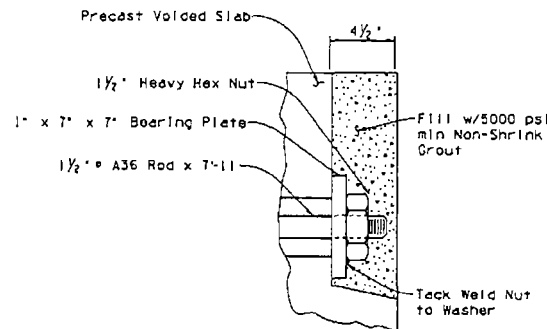
ELEVATION AT PIER ENDS OF SLABS
Scale: 1 1/2" = 1'-0"

PREMIER ENGINEERING CORPORATION
6437 W. CHANDLER BLVD SUITE 1
CHANDLER, AZ 85226 (480) 629-0000

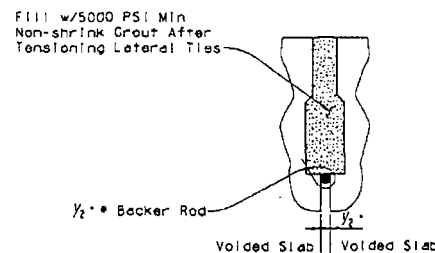


DATE	REVISION	BY
DESIGNED		
75% PRELIMINARY NOT FOR CONSTRUCTION		
MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT 4401 E. INDIAN SCHOOL, INC. SCOTTSDALE, ARIZONA 85251		
SHEET TITLE VOIDED SLAB DETAILS 1		
MASTER TITLE PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	DATE	SHEET NO.
DESIGNED TS	10/2/2018	514
CHECKED RG	10/2/2018	19 of 24

XXX-XX

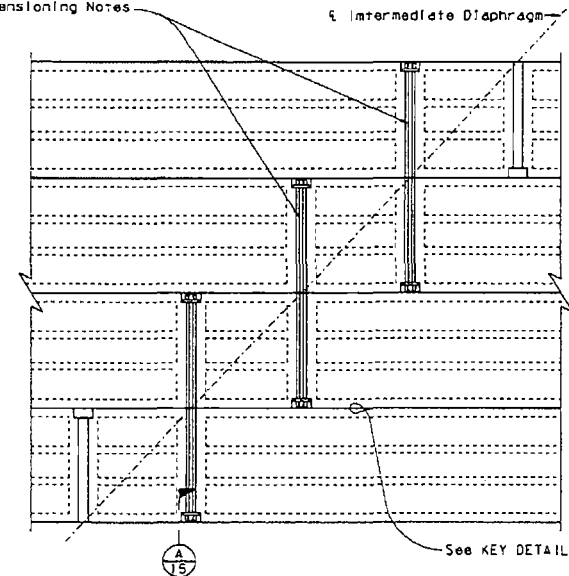


SECTION A
Scale: 3" = 1'-0"



KEY DETAIL
NOT TO SCALE

Tensioning Rods
See Lateral
Tensioning Notes




PARTIAL PLAN SHOWING TENSION RODS
Scale: 1/2" = 1'-0"

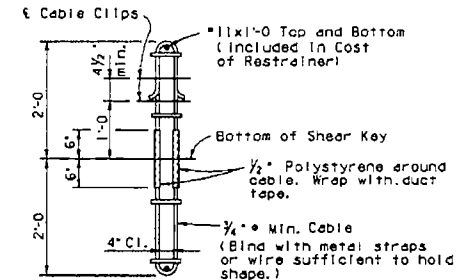
LATERAL TENSIONING NOTES:

1. The voided slabs shall be laterally tensioned two slabs at a time starting with Slabs 1 and 2. Next Slab 3 shall be erected and laterally tensioned to Slab 2. Erection of the remaining slabs shall proceed in the same manner until all slabs have been placed. Fill in shear keys and lateral tie blockouts with non-shrink grout as shown in Details.
2. Lateral ties shall be tensioned by turn of the nut method 1/2 turn from the hand tight position to achieve 30 kips of force.
3. 1 1/2" dia rod, nut and bearing plate shall consist of ASTM A36 steel and shall be galvanized in accordance with ASTM A153 (AASHTO M-22).

PREMIER ENGINEERING CORPORATION
9407 W. CHANDLER BLVD SUITE 1
CHANDLER, AZ 85225 (PH) 480-940-0000

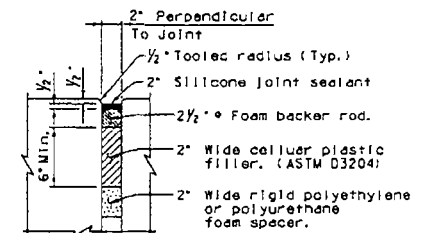
DATE	REVISION	BY
DESIGNER		
75%		
PRELIMINARY		
NOT FOR		
CONSTRUCTION		
 MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT MAY T. INDIAN SCHOOL RD. SCOTTSDALE, ARIZONA 85251		
SHEET TITLE		
VOIDED SLAB DETAILS 2		
PROJECT TITLE		
PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	DATE	BY
1/2" = 1'-0"	10/2018	SJS
DATE	PROJECT NO.	2018-24
10/2018	SC24	





Restrainer Cables shall be 3/4" Dia. preformed 6x19 galvanized with the minimum breaking strength of 42 Kips. One sample of cable 3 feet in length shall be furnished to the Engineer for testing.

FIXED RESTRAINER DETAIL
NTS



Joint is considered incidental to the cost of the bridge.

SECTION A
Not To Scale



DATE	REVISION	BY
CHECKED		
75%		
PRELIMINARY NOT FOR CONSTRUCTION		
MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT 2447 E. INDIAN SCHOOL RD. SCOTTSDALE, ARIZONA 85251		
PROJECT TITLE		
MISCELLANEOUS DETAILS		
PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	DESIGNED	BY
1" = 10'	10/2018	516
DATE	PROJECT NO.	21-24
10/2018	SC04	

BRIDGE SCREED ELEVATIONS												
		± Brg Abt 1	0.10	0.20	0.30	0.40	0.50	0.60	0.70	0.80	0.90	± Brg Pier 1 Back
SPAN 1	Lt Edge of Deck											
	Face of Barrier											
	Voided Slab 1											
	Voided Slab 2											
	Voided Slab 3											
	Voided Slab 4											
	Voided Slab 5											
	Voided Slab 6											
	Voided Slab 7											
	Voided Slab 8											
	Voided Slab 9											
	Face of Railing											
	Voided Slab 10											
	Rt Edge of Deck											
BRIDGE SCREED ELEVATIONS												
		± Brg Pier 1 Ahead	0.10	0.20	0.30	0.40	0.50	0.60	0.70	0.80	0.90	± Brg Pier 2 Back
SPAN 2	Lt Edge of Deck											
	Face of Barrier											
	Voided Slab 1											
	Voided Slab 2											
	Voided Slab 3											
	Voided Slab 4											
	Voided Slab 5											
	Voided Slab 6											
	Voided Slab 7											
	Voided Slab 8											
	Voided Slab 9											
	Face of Railing											
	Voided Slab 10											
	Rt Edge of Deck											
BRIDGE SCREED ELEVATIONS												
		± Brg Pier 2 Ahead	0.10	0.20	0.30	0.40	0.50	0.60	0.70	0.80	0.90	± Brg Abt 2
SPAN 3	Lt Edge of Deck											
	Face of Barrier											
	Voided Slab 1											
	Voided Slab 2											
	Voided Slab 3											
	Voided Slab 4											
	Voided Slab 5											
	Voided Slab 6											
	Voided Slab 7											
	Voided Slab 8											
	Voided Slab 9											
	Face of Railing											
	Voided Slab 10											
	Rt Edge of Deck											

PREMIER ENGINEERING CORPORATION
8437 W. CHANDLER BLVD SUITE 1
CHANDLER, AZ 85226 (480) 932-8999



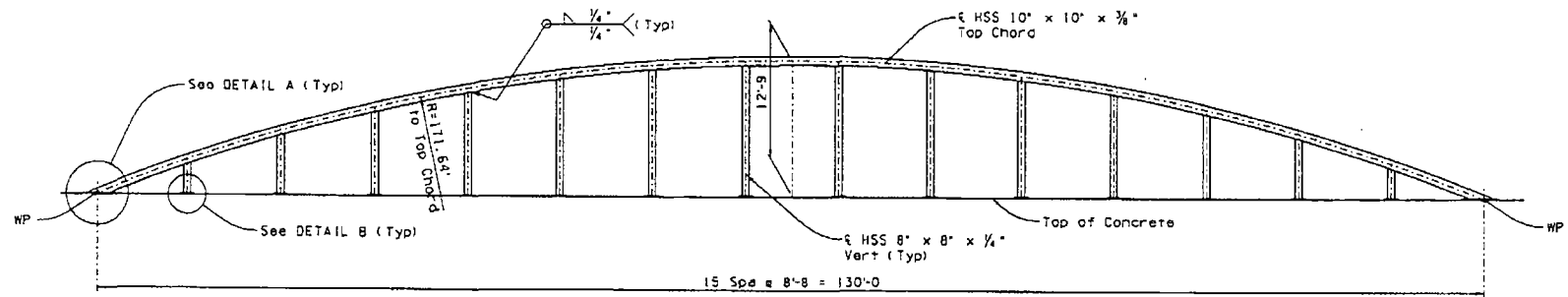
DATE	REVISION	BY
ENGINEER		
75%		MUNICIPAL SERVICES DEPARTMENT
PRELIMINARY NOT FOR CONSTRUCTION		CAPITAL PROJECT MANAGEMENT
SHEET TITLE SCREED ELEVATIONS		
PROJECT TITLE PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	DESIGNED TS 10/2018	BY JL 10/2018
NOEL	REVIEW RC 10/2018	PROJECT NO. SC04
DATE		SHEET NO. 22 of 24

XX-XX

9/28/2018

9/28/2018

P:\2015001-06\Engineering\CAAD\Production\Shoals\Bridges\18 2015001-06 501.dgn




STEEL ARCH ELEVATION

Scale: $\frac{3}{16}'' = 1'-0''$

PREMIER ENGINEERING CORPORATION
6437 W. CHANDLER BLVD SUITE 1
CHANDLER, AZ 85226 (480) 829-0050




DATE	12/10/2018	BY
75%		MUNICIPAL SERVICES DEPARTMENT
PRELIMINARY NOT FOR CONSTRUCTION		CAPITAL PROJECT MANAGEMENT
		1447 E. INDIAN SCHOOL RD. SCOTTSDALE, ARIZONA 85251
SHEET TITLE		
STEEL ARCH DETAILS 1		
PROJECT TITLE		
PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	REVISIONS	DATE
	15	10/20/18
DATE	SHEET NO.	SHEET TOTAL
12/10/2018	10/20/18	500
	239	239

F:\2015001-06\Engineering\CADD\Production\Sheets\Bridges\19 2015001-06 S02.dgn

9/28/2018

PREMIER ENGINEERING CORPORATION
6427 W. CHANDLER BLVD SUITE 1
CHANDLER, AZ 85226 (480) 834-4600

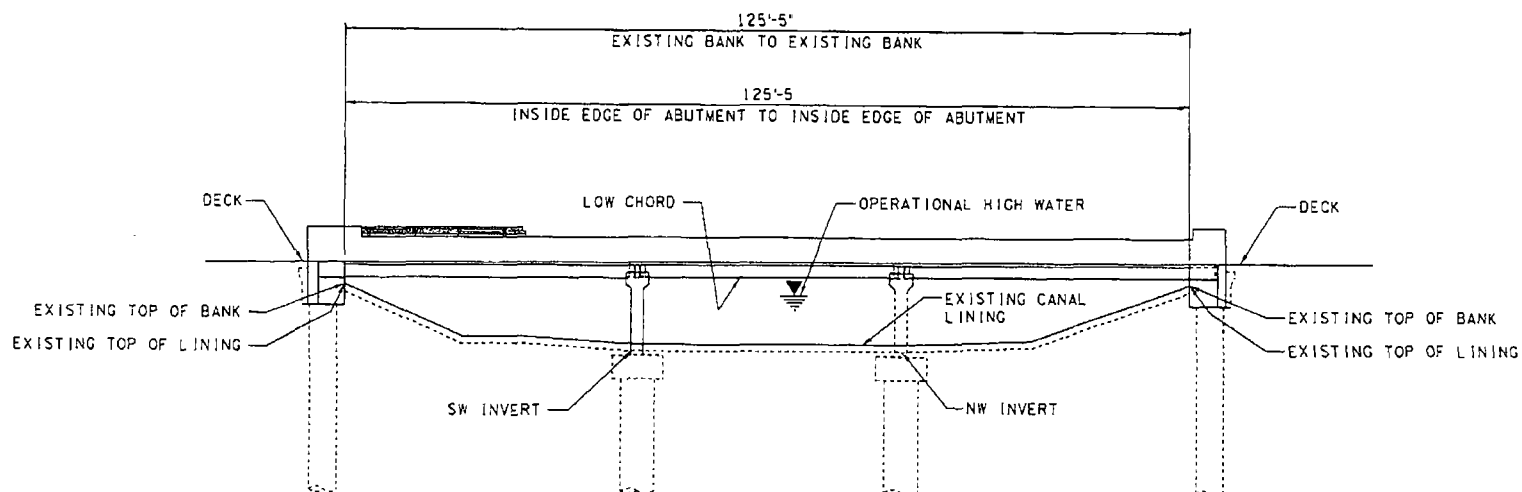


DATE	REVISION	BY
DESIGNER	 MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT 7441 E. INDIAN SCHOOL RD. SCOTTSDALE, ARIZONA 85251	
75% PRELIMINARY NOT FOR CONSTRUCTION		
SHEET TITLE		
STEEL ARCH DETAILS 2		
PROJECT TITLE		
PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	DESIGNED	CHECKED
TS	10/22/18	519
DATE	PROJECT NO.	24 OF 24
10/2/2018	SC04	

9/28/2018

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XXXX



CROSS SECTION

CORNER	SRP STATION	CANAL				BRIDGE	
		INVERT	EXISTING TOP LINING	EXISTING TOP BANK	OPERATIONAL HIGH WATER	LOW CHORD	DECK
NW	1926+34	1275.19	1287.42	1287.42	1282.12	1285.38	1287.59
NE	1926+34	N/A	N/A	N/A	1282.15	1284.81	1287.02
SW	1926+86	1275.18	1287.31	1287.31	1282.12	1285.29	1287.50
SE	1926+86	N/A	N/A	N/A	1282.15	1284.14	1286.35

SRP REVIEW EXHIBIT



DATE	REVISION	BY
ENGINEER		
75% PRELIMINARY NOT FOR CONSTRUCTION		
MUNICIPAL SERVICES DEPARTMENT CAPITAL PROJECT MANAGEMENT 7443 E. INDIAN SCHOOL RD. SCOTTSDALE, ARIZONA 85251		
SHEET TITLE		
SRP REVIEW EXHIBIT		
PROJECT TITLE		
PIMA ROAD BRIDGE @ ARIZONA CANAL		
SCALE	AS SHOWN	SHEET
DATE	10/26/18	NO. 1
REV.	10/26/18	OF 1

Grove, Annette

From: Karl Tobin <Karl.Tobin@ghd.com>
Sent: Monday, October 29, 2018 10:08 AM
To: Grove, Annette
Cc: Bill Roberts; Keri Allen
Subject: Zone 2 Invoices - September & October
Attachments: Zone 2 Invoice-September.pdf; Zone 2 Invoice-October.pdf

Annette,

I have attached our Zone 2 invoices for September and October. I apologize for sending two at once. The September invoice was generated last month but, I just notice it was not forwarded to you. Please let me know if it is possible to process both invoices or if you need us to make any modifications.

Thanks,

Karl Tobin, PE
Project Manager

GHD

Proudly employee owned

T: +1 602 216 7236 | M: +1 480 745 6375 | karl.tobin@ghd.com
4747 North 22nd Street, Suite 200, Phoenix, AZ 85016 | <http://www.ghd.com/>

WATER | ENERGY & RESOURCES | ENVIRONMENT | PROPERTY & BUILDINGS | TRANSPORTATION

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Salt River PIMA-MARICOPA INDIAN COMMUNITY

10005 EAST OSBORN ROAD / SCOTTSDALE, ARIZONA 85256-9722
PHONE (480)362-7900 FAX (480)362-5900

October 29, 2018

Dan Worth
Public Works Director
City of Scottsdale
9191 E San Salvador Dr.
Scottsdale, AZ 85258

Dear Mr. Worth:

The purpose of this letter is to document the Salt River Pima-Maricopa Indian Community's (SRPMIC) intent to enter into a negotiated Intergovernmental Agreement (IGA) with the City of Scottsdale (City). The purpose of the IGA is to identify and define the general responsibilities of the City and SRPMIC (the Parties), for the remaining work and unfunded costs to implement the Roadway Project and the Flood Control Project (the Projects) described in the First Amended and Restated Intergovernmental Agreement between the SRPMIC and City (CITY OF SCOTTSDALE CONTRACT NO. 2009-148-COS-A1; PROJECT: PIMA ROAD IMPROVEMENTS AND GRANITE REEF WATERSHED FLOOD CONTROL). The IGA will be amended to change the method of cost sharing for the Roadway Project, extend the northern boundary of the Roadway Project to the intersection of 90th Street and Via Linda and to exclude the Via de Ventura to Krail portion of the project because that portion has been completed.

The Parties further intend to negotiate a mutually beneficial amended IGA to establish the following agreements.

- Cooperation in all aspects of the design, construction, and long term maintenance of the Projects
- Financial responsibilities of the Parties:
 - Maricopa Association of Governments shall be responsible for 70% of all eligible roadway project costs, up to the maximum amount programmed in the Arterial Life Cycle Program (ALCP).
 - The City shall be responsible for 40% of the ALCP local match requirement and for all costs in excess of the maximum amount of regional funds allocated for the project.
 - SRPMIC shall be responsible for 60% of the ALCP local match requirement and for 100% of the City's allowable reimbursable administrative costs, not to exceed 10% of the design and construction costs.
- General responsibilities of the Parties:
 - The City shall be the lead agency for the projects responsible for procurement of design consultants, construction contractor, and for providing project management services, inspections and construction management services for the Projects.
 - SRPMIC shall be responsible for assisting in public outreach activities, regular attendance at project meetings during design development and construction of the Projects, and participation as required to timely prosecute the intent of the Projects.



Salt River PIMA-MARICOPA INDIAN COMMUNITY

10005 EAST OSBORN ROAD / SCOTTSDALE, ARIZONA 85256-9722
PHONE (480)362-7900 FAX (480)362-5900

In furtherance of the anticipated agreements, the SRPMIC Council will consider a resolution to provide a limited waiver of sovereign immunity with respect to dispute resolution arising from the amended IGA governing the Projects.

Should you have any questions, you can contact me, Scott Thigpen at (480) 362-7406 or Jennifer Jack at (480) 362-7747.

Sincerely,

A handwritten signature in cursive script, reading "Bryan D. Meyers", followed by a horizontal line.

Bryan D. Meyers
Community Manager
(480) 362-7468