




Memorandum

To: Honorable Mayor and City Council

From: Daniel J. Worth – Public Works Director 

Date: June 21, 2018

Re: July 2, 2018 City Council Meeting – Item 13 – Consent – Granite Mountain and Fraesfield Trailheads Construction Phase Services Contract.

Your Honor and Members of the City Council,

Per the email from Bill Murphy and Kroy Ekblaw of June 20, please find attached a revised CCR packet for Granite Mountain and Fraesfield Trailheads Construction Phase Services Contract. The revisions reflect the removal of the planned host sites and their supporting material line items from the contract.

Please feel free to call me directly at 480-312-5555 if you have questions.

Jagger, Carolyn

From: Murphy, Bill
Sent: Wednesday, June 20, 2018 6:36 PM
To: City Council; Thompson, Jim
Cc: Jagger, Carolyn; Washburn, Bruce; Hill-Enriquez, MarJan; Smetana, Rachel; Kuester, Kelli; Ekblaw, Kroy
Subject: Council Report-July 2nd

Mayor and Members of the Council:

You may have recently received email inquiries and/or statements of concern regarding the upcoming improvements for the Fraesfield and Granite Mountain trailheads which are scheduled for the July 2nd City Council agenda, Item #13. The concerns have been focused on a concept that staff has been evaluating for targeted implementation in the Fall of 2019, which would provide Trailhead Hosts at these Trailheads. Concerns related to the concept, potential impacts/precedent and desire to have more input opportunities by citizens and the McDowell Sonoran Preserve Commission.

In order to allow further discussion of this concept, we are removing our target of Fall 2019 as a possible implementation of this concept to allow for further input, discussion and presentations later this year, after the summer break and when interested Preserve users have returned to Scottsdale.

Additionally, for agenda item 13 on the July 2nd agenda, we are removing/striking all references to any improvements that might have supported this concept. That will assure all interested parties that no improvements related to this concept will be built.

The packet that was posted for this item earlier this week, does include improvements related to this concept, however a new packet is being finalized that removes all references to this concept and will be provided/posted next week as part of your supplemental packet.

Please contact Bill Murphy (bmurphy@scottsdaleaz.gov 480-312-7954) or Kroy Ekblaw (kekblaw@scottsdaleaz.gov 480-312-7064) if you have any questions or would like to discuss this agenda item.

CITY COUNCIL REPORT



Meeting Date: July 2, 2018
 General Plan Element: ***Open Space and Recreation***
 General Plan Goal: ***Provide high quality and ample quantities of open space***

ACTION

Construction Manager at Risk Contract for Construction Phase services related to the Granite Mountain and Fraesfield Trailheads Construction Project. Adopt Resolution 11195 authorizing Construction Manager at Risk Contract 2018-095-COS in an amount not to exceed \$5,900,034.68 with Valley Rain Construction Corporation for construction phase services for the Granite Mountain and Fraesfield Trailheads Construction Project.

BACKGROUND

The purpose of this action is to award a Construction Manager at Risk (CMAR) contract for construction services for the Granite Mountain and Fraesfield Trailheads Construction Project. Through the contract, Valley Rain Construction Corporation will construct the civil and building improvements for both the Granite Mountain and the Fraesfield trailheads.

The Granite Mountain Trailhead is located on the west side of 136th Street at the intersection with the Lone Mountain Road alignment. This Preserve trailhead provides public multiple-use recreational access to the Granite Mountain area in the northern region of the Preserve.

The Fraesfield Trailhead is located on the north side of Rio Verde Drive at roughly the 134th Street alignment. This Preserve trailhead provides public multiple-use recreational access to the Fraesfield Mountain area in the central and northern regions of the Preserve.

Proposed amenities and improvements to the Granite Mountain and Fraesfield Trailheads include (in accordance with the Preserve Access Areas Report approved by the City Council in 2010):

- Paved entry drives
- Parking for passenger vehicles
- Staging areas for equestrians with horse trailer parking
- Restrooms
- Shaded seating areas

- Educational and interpretive displays
- Maintenance equipment storage

ANALYSIS & ASSESSMENT

Recent Staff Action

On August 28, 2017, Council approved a CMAR contract with Valley Rain Construction Corporation for preconstruction phase services to work with the design team and the city to determine the most efficient construction methods and to develop the final construction cost for the Granite Mountain and Fraesfield Trailheads Construction Project. The selection of Valley Rain Construction Corporation was based on a June 1, 2017 solicitation for statements of qualifications for CMAR design and construction services.

Significant Issues to be Addressed

Key issues to be addressed on the project include: phasing of construction, minimizing conflicts with Preserve users, and constructability reviews.

Community Involvement

Public meetings were held in 2015 and 2017 with Preserve users, adjacent neighbors, stakeholders and other members of the community to gather input on the project master plans. The McDowell Sonoran Preserve Commission received regular project planning updates, and ultimately made a recommendation to the City Council for approval of the Municipal Use Master Site Plan.

RESOURCE IMPACTS

Available funding

Funding is currently available in CIP Project PD04, Granite Mountain and Fraesfield Trailheads Construction Project to fund the project construction services.

Staffing, Workload Impact

The contract administrator responsible for enforcing all contract provisions will be Thyra Ryden-Diaz, Senior Project Manager, Capital Project Management Department.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution 11195 authorizing Construction Manager at Risk Contract 2018-095-COS in the amount of \$6,281,014.54 with Valley Rain Construction Corporation for construction services for the Granite Mountain and Fraesfield Trailheads Construction Project.

Proposed Next Steps:

Upon Council approval, construction services for the project are expected to start immediately and be completed within 8 months.

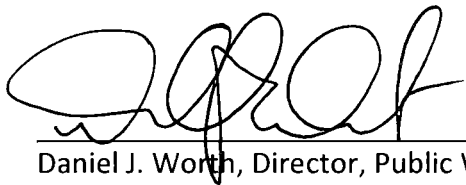
RESPONSIBLE DEPARTMENT(S)

Capital Project Management, Community Services

STAFF CONTACTS (S)

Thyra Ryden-Diaz, Senior Project Manager, Tryden-diaz@scottsdaleaz.gov

APPROVED BY



Daniel J. Worth, Director, Public Works

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

6-20-18

Date

ATTACHMENTS

1. Resolution 11195
2. Location Map
3. Contract 2018-095-COS

RESOLUTION NO. 11195

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING CONSTRUCTION MANAGER AT RISK CONTRACT NO. 2018-095-COS WITH VALLEY RAIN CONSTRUCTION, INC. FOR CONSTRUCTION PHASE SERVICES FOR THE GRANITE MOUNTAIN AND FRAESFIELD TRAILHEADS PROJECT.

WHEREAS, the City of Scottsdale ("City") desires to contract for construction phase services for the Granite Mountain and Fraesfield Trailheads in the McDowell Sonoran Preserve; and

WHEREAS, the City selected Valley Rain Construction, Inc., by means of a competitive, qualifications-based process to provide the construction manager at risk pre-construction and construction services that the City seeks.

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) Contract No. 2018-095-COS with Valley Rain Construction Inc. for construction phase services for the Granite Mountain and Fraesfield Trailheads in an amount not to exceed \$5,900,034.68.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 2nd day of July, 2018.

CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

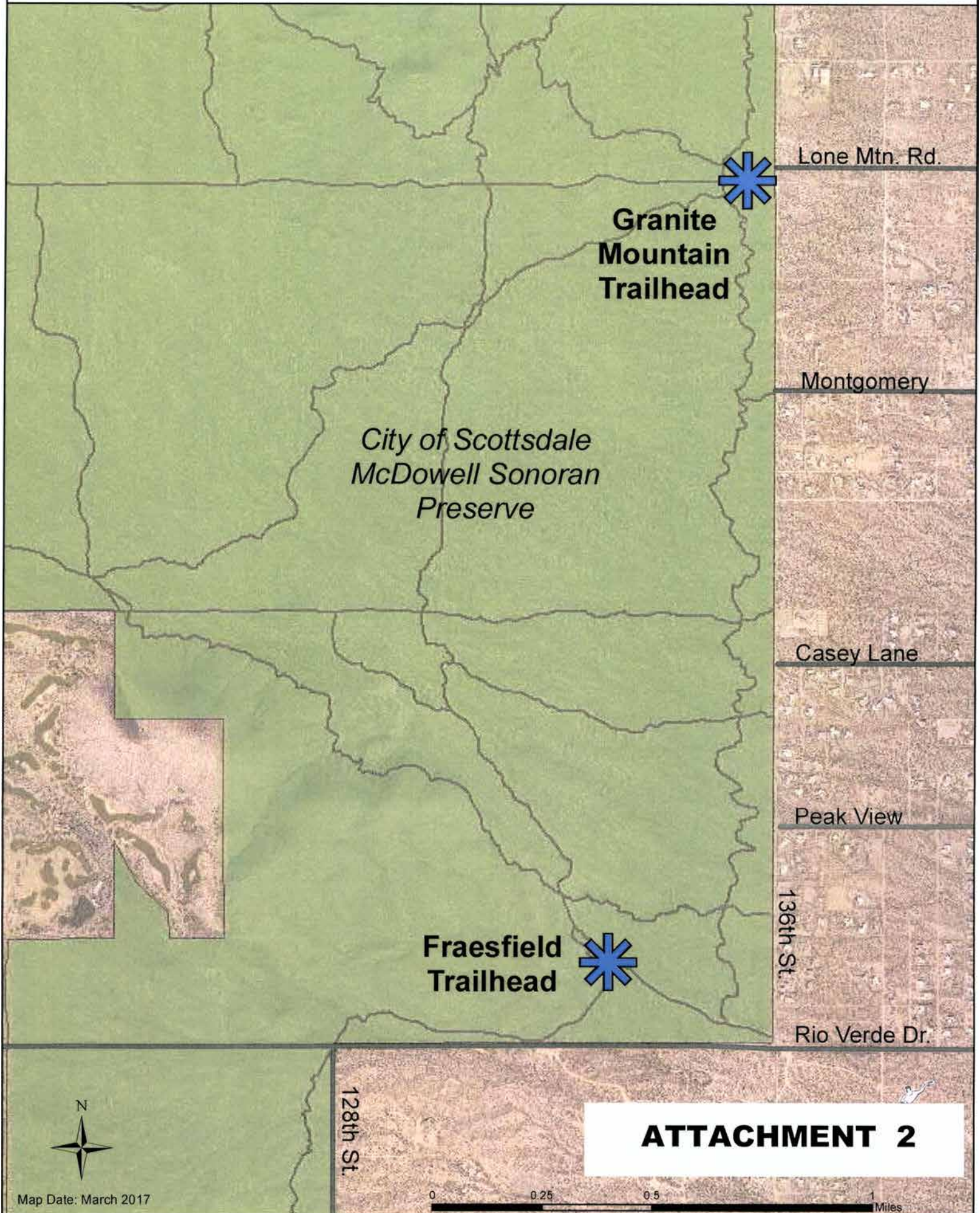
By: _____
Carolyn Jagger,
City Clerk

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

OFFICE OF THE CITY ATTORNEY


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

Location Map - Granite Mtn. and Fraesfield Trailheads





CITY OF SCOTTSDALE

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES

GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT

PROJECT NO: PD04

CONTRACT NO: 2018-095-COS

ATTACHMENT 3

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CITY OF SCOTTSDALE
CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES

PROJECT NO: PD04
CONTRACT NO: 2018-095-COS

THIS CONTRACT, entered into this 2nd day of July, 2018, between the City of Scottsdale, an Arizona municipal corporation (the "CITY") and Valley Rain Construction Corporation, 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 GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT, as described in Exhibit A attached, and referred to in this Contract as the "Project," are located on the west side of 136th Street at the intersection with the Lone Mountain Road alignment; and the north side of Rio Verde Drive at roughly the 134th Street alignment.
- 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 Valley Rain Construction Corporation, to provide these services and construct the Project.
- D.** Contract No: 2017-089-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.

PROJECT NAME –GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT

PROJECT No: PD04

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.

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 300 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.

PROJECT NAME –GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT

PROJECT No: PD04

4.1 CONTRACT PRICE

- 4.1.1** The Contract Price is a not to exceed price of \$5,900,034.68, 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 Subcontractors. Buy out savings may be used during construction by the City as a City Project contingency. Unused savings will be returned to the City.
 - 2. Any savings realized during construction may be incorporated into the construction of the Project to fund additional scope items. Unused savings will be returned to the 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 I as performed by the CMAR through self-performed work, Sub-Contractors' work and any other third party as set forth in Article 1.13 requirements for selection of subcontractors and major suppliers. It includes the costs for all direct labor, materials and equipment incorporated in the completed construction, materials testing prescribed in Article 1.8 and warranty of the work.

2. The CMAR's Indirect Costs include the costs for General Conditions, Payment and Performance Bonds, Insurance, the CMAR Construction Fee and Taxes.
 - a. The General Conditions are costs for the negotiated amount of Project supervision and other indirect costs according to construction terms as defined in Article 12. These costs are not reflected in other GMP items. Costs may include, but are not limited to, the following: Project Manager, Superintendent, Full-time General Foremen, 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
Thyra Ryden-Diaz, PE, Contract Administrator
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251
(480) 312-4327

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

City of Scottsdale
Capital Project Management
Joe Mannino, Construction Admin Supervisor
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251
(480) 312-7758

7.3.2 CMAR's Representatives

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

Daniel K. Kuwitzky, CMAR Representative
Valley Rain Construction Corporation
1614 E. Curry Road
Tempe, AZ 85281
Phone: 480-894-2835

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.

PROJECT NAME –GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT

PROJECT No: PD04

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 reprocurement 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:	Thyra Ryden-Diaz, PE, Contract Administrator City of Scottsdale Capital Project Management 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251
To CMAR:	Daniel K. Kuwitzky, Project Executive Valley Rain Construction Corporation 1614 E. Curry Road 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.

PROJECT NAME –GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT

PROJECT No: PD04

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.

“Blue-line 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. PD04, CONTRACT NO. 2018-095-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:
VALLEY RAIN CONSTRUCTION CORPORATION

Signature

Print Name, Title

THE CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

W. J. "Jim" Lane, Mayor

Carolyn Jagger, City Clerk

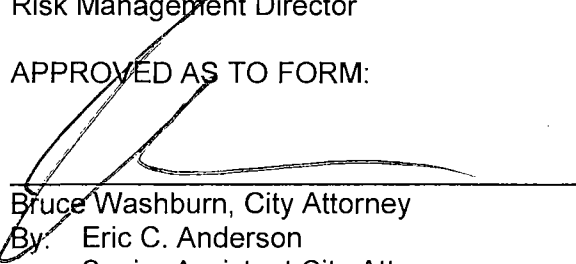
RECOMMENDED:

Dave Lipinski, PE
City Engineer

Katherine Callaway
Risk Management Director

Thyra Ryden-Diaz, PE, Contract Administrator

APPROVED AS TO FORM:



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

PROJECT NAME –GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT

PROJECT NO: PD04

**EXHIBIT A
PROJECT DESCRIPTION
SCOPE OF WORK**

Project scope includes development of 2 existing Trailhead sites, Granite Mountain and Fraesfield located approximately 4 miles apart. Each site will have parking improvements, new restroom facilities with septic, electrical improvements to include lighting at the buildings, new 8" ductile Iron waterline with fire hydrants for connection to future source (Fraesfield only) , native plant salvage, landscape and temporary irrigation.

**EXHIBIT B
PRECONSTRUCTION AGREEMENT**

PRECONSTRUCTION PHASE SERVICES CONTRACT

2017-089-COS

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

<HTTPS://ESERVICES.SCOTTSDALEAZ.GOV/EDMVIEWER/15906462>

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)	\$2,575,953.17	
B	CMAR Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$1,882,503.99	
C	Total Cost of the Work (A+B)		\$4,458,457.16
	INDIRECT COSTS	AMOUNT	
D	General Conditions (Negotiated Amount)	\$468,422.77	
E	Total Cost of the Work + General Conditions (C+D)		\$4,926,879.93
F	Payment and Performance Bonds (On Cost of the Work + General Conditions)	\$48,776.11	
G	Insurance (Additional CMAR's Insurance not provided in the Total Cost of the Work)	\$40,400.42	
H	Subtotal Direct + Indirect Costs (E+F+G)		\$5,016,056.46
I	CMAR Construction Fee (Negotiated Fixed Fee)	\$451,445.08	
J	Project Subtotal (H+I)		\$5,467,501.54
K	Taxes (Actual Reimbursable limited by Not to Exceed)	\$282,533.14	
L	CMAR's GMP (Not to Exceed) (J+K)		\$5,750,034.68
M	CITY'S PROJECT CONTINGENCY (As determined by the City)		\$150,000.00
N	CONTRACT PRICE (Not to Exceed) (L+M)		\$5,900,034.68

- 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

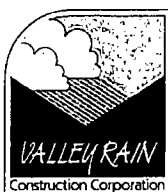
EXHIBIT C

- 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).



June 12, 2018

COS GMP PROPOSAL MASTER SUMMARY
CITY OF SCOTTSDALE – VALLEY RAIN CONSTRUCTION CMAR

PROJECT TITLE: GRANITE MOUNTAIN & FRAESFIELD TRAILHEAD- GMP

PROJECTS: Granite Mountain TH #4-DR-2018, Fraesfield TH # 3-DR-2018

CONTRACT # 2017-089-COS

SCOTTSDALE PROJECT MANAGER: Thyra Ryden Diaz

CONTRACTOR INFO: VALLEY RAIN CONSTRUCTION CORPORATION

PROJECT MANAGER: TONY VIOLA – (602-505-8218) tony@valleyrain.com

ORIGINAL SUBMITTAL DATE: 06-04-2018

CONTRACT TIME: 300 CALENDAR DAYS (Includes Closeouts)

SCOPE OF WORK: See Cover Sheets for individual Trailheads.

PROJECT DOCUMENTS ARE LISTED AS FOLLOWS: See Cover Sheets for individual Trailheads.

SPECIFICATIONS PER COP AND MAG SPECS: See Cover Sheets for individual Trailheads.

GEOTECHNICAL REPORT: See Cover Sheets for individual Trailheads.

LOCATION: Fraesfield Trailhead, 31402 North 136th Street, Scottsdale AZ 85262
Granite Mountain Trailhead, 13400 East Rio Verde Drive, Scottsdale, AZ 85262

PROPOSAL TOTAL: \$1,239,077.35 (Fraesfield Building)	\$1,047,459.16
\$2,005,761.96 (Fraesfield Site)	\$1,974,831.22
\$1,233,662.55 (Granite Mtn Building)	\$1,080,366.75
\$1,802,512.68 (Granite Mtn Site)	\$1,797,377.55

Total Building Package: ~~\$6,281,014.54~~ \$5,900,034.68



Fraesfield Trailhead

Building

TABLE OF CONTENTS:

1. Scope of Work	Page 3
2. Proposal Summary Sheet	Page 3
3. Proposal	
A) Schedule of Values	Page 4-7
B) Allowance Schedule	Page 8
C) General Conditions Summary	Page 8
D) Bid Responses	page 9-59
4. Plans & Specifications List	Page 60
5. Clarifications & Assumptions	Page 61
6. Project Exhibits	
a. Schedule	Page 62-63

Fraesfield Trailhead

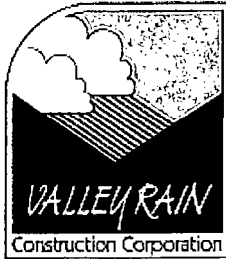
Scope of work

Construction Services to include the following:

1. **Staking:** Included in Site work package
2. **Grading:** Includes Over excavation and re-compaction of existing soils at footings per the soils report. Grading for concrete items are included in concrete being installed in this Building package. Spoils generated from other trades – will be hauled off by the Site grading contractor.
3. **Site Concrete:** Includes fine grading as necessary for concrete subgrade, all forming materials labor and equipment to Footings, slabs & Seatwalls.
4. **Building:** Includes all building trades per the Building GMP Plans dated 5/01/18.
5. **Electrical:** Includes Electrical per the GMP Plans dated 5/01/18.
6. **Site Furnishings/ Misc Steel products:** Supply and install miscellaneous site items to include steel bike rack & rails, hitching posts.
7. **Plumbing:** Installation of fresh water holding tanks at main building and host sites, with pumps, includes restroom building fixtures and drains. Extend 1-1/2" Copper Waterlines to Host Sites from water service connection for Equestrian Building.

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)	\$ 784,122.59	
B	CMAR Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$ 111,249.00	
C	Total Cost of the Work (A+B)		\$ 895,371.59
	INDIRECT COSTS	AMOUNT	
D	General Conditions (Negotiated Amount)	\$ 2,137.00	
E	Total Cost of the Work + General Conditions (C+D)		\$ 897,508.59
F	Payment and Performance Bonds (On Cost of the Work + General Conditions)	\$ 8,885.34	
G	Insurance (Additional CMAR's Insurance not provided in the Total Cost of the Work) (.82%)	\$ 7,359.57	
H	Subtotal Direct + Indirect Costs (E+F+G)		\$ 913,753.50
I	CMAR Construction Fee (Negotiated Fixed Fee) (9%)	\$ 82,237.81	
J	Project Subtotal (H+I)		\$ 995,991.31
K	Taxes (Actual Reimbursable limited by Not to Exceed)	\$ 51,467.85	
L	CMAR's GMP (Not to Exceed) (J+K)		\$ 1,047,459.16
M	CITY'S PROJECT CONTINGENCY (As determined by the City)		\$ -
N	CONTRACT PRICE (Not to Exceed) (L+M)		\$ 1,047,459.16



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	Fraesfield Trailhead (Building) (GMP)	Bid Number:	
Project Location:		Bid Date:	6/12/2018

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Site Controls

SC-1	Construction Staking included in Site Construction	1.00	LS	\$0.00	\$0.00
Total Price for above Site Controls Items:					\$0.00

Grading

G-1	Over Ex for Buildings	1.00	LS	\$5,540.00	\$5,540.00
G-2	Transport Water for Over Ex	1.00	LS	\$740.00	\$740.00
Total Price for above Grading Items:					\$6,280.00

Concrete Curb & Sidewalk

CS-2	Concrete Mockups for Slab & Seatwall	1.00	LS	\$4,630.00	\$4,630.00
Total Price for above Concrete Curb & Sidewalk Items:					\$4,630.00

Signage

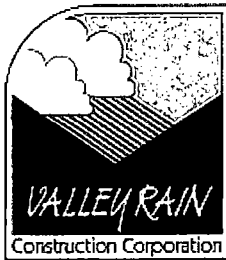
SS-1	Restroom Signs & Room Signs	1.00	LS	\$2,087.50	\$2,087.50
SS-2	Site Signage Package e2 Design & Installation	1.00	LS	\$35,770.55	\$35,770.55
Total Price for above Signage Items:					\$37,858.05

Site Furnishings

SF-02	Bike Racks	10.00	EACH	\$177.52	\$1,775.20
SF-03	Bike Rail	2.00	EACH	\$653.85	\$1,307.70
SF-04	Hitching Post Supply& Install	2.00	EACH	\$653.85	\$1,307.70
SF-05	Trash & Recycle Receptacles	10.00	EACH	\$1,063.64	\$10,636.40
Total Price for above Site Furnishings Items:					\$15,027.00

Restroom

RR-01	Concrete Sidewalk (Plaza Paving)	2,700.00	SF	\$8.66	\$23,382.00
RR-02	RR Concrete interior slab	1.00	LS	\$8,740.00	\$8,740.00
RR-03	Restroom Termite Treatment	1.00	LS	\$1,234.00	\$1,234.00
RR-04	Restroom Structural Steel	1.00	LS	\$153,365.87	\$153,365.87
RR-05	Restroom Structural Steel Deck	1.00	LS	\$137,402.36	\$137,402.36
RR-06	Restroom Exterior wall Steel	1.00	LS	\$37,677.86	\$37,677.86
RR-07	Restroom Exterior walls Masonry	1.00	LS	\$35,724.00	\$35,724.00
RR-08	Restroom Interior Masonry Walls	1.00	LS	\$28,365.00	\$28,365.00
RR-09	Restroom Floor finish	650.00	SF	\$12.00	\$7,800.00
RR-10	Floor and Wall Sealing	1.00	LS	\$3,700.00	\$3,700.00
RR-11	Hollow metal Door & Hardware	1.00	LS	\$13,253.78	\$13,253.78



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To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205	Phone:	480-312-7869
	Scottsdale, AZ 85251	Fax:	480-312-7971
Project Name:	Fraesfield Trailhead (Building) (GMP)	Bid Number:	
Project Location:		Bid Date:	6/12/2018

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
RR-12	Add for Auto Door lock - Allowance	1.00	LS	\$3,000.00	\$3,000.00
RR-13	Plumbing/ Fixtures	1.00	LS	\$36,050.00	\$36,050.00
RR-14	Concrete & Steel Bench	2.00	EACH	\$2,279.54	\$4,559.08
RR-15	Concrete retaining/Seatwall NO Back	47.00	LF	\$191.00	\$8,977.00
RR-16	Restroom Partitions & Accessories	1.00	LS	\$7,582.70	\$7,582.70
RR-17	Restroom Shelving Owner Furnished & Installed	1.00	LS	\$0.00	\$0.00
RR-18	Engineered Quartz Counters	1.00	LS	\$4,109.68	\$4,109.68
RR-19	Plumbing for future	1.00	LS	\$1,158.00	\$1,158.00

Total Price for above Restroom Items: \$516,081.33

Equestrian Structure

EQ-01	Equestrian Building Termite	1.00	LS	\$400.00	\$400.00
EQ-02	Equestrian Concrete Floor & Slab	1.00	LS	\$5,138.00	\$5,138.00
EQ-03	Equestrian Building Structural Steel	1.00	LS	\$52,312.23	\$52,312.23
EQ-04	Equestrian Exterior wall steel	1.00	LS	\$15,972.14	\$15,972.14
EQ-05	Equestrian Exterior wall Masonry	1.00	LS	\$16,180.00	\$16,180.00
EQ-06	Equestrian Interior Masonry Walls	1.00	LS	\$7,343.00	\$7,343.00
EQ-07	Equestrian Floor finish	108.00	SF	\$12.00	\$1,296.00
EQ-08	Floor and Wall Sealing	1.00	LS	\$1,050.00	\$1,050.00
EQ-09	Hollow metal Door & Hardware	1.00	LS	\$5,296.22	\$5,296.22
EQ-10	Equestrian Building Plumbing	1.00	LS	\$6,000.00	\$6,000.00
EQ-11	Restroom Partitions & Accessories	1.00	LS	\$1,042.30	\$1,042.30
EQ-12	Engineered Quartz Counters	1.00	LS	\$790.32	\$790.32
EQ-13	Concrete retaining/Seatwall NO Back	27.00	LF	\$191.00	\$5,157.00
EQ-14	Equestrian Shelving	1.00	LS	\$0.00	\$0.00
EQ-15	Equestrian Horse Trough	1.00	LS	\$5,350.00	\$5,350.00
EQ-16	Plumbing for future	1.00	LS	\$1,211.00	\$1,211.00

Total Price for above Equestrian Structure Items: \$124,538.21

Host Site

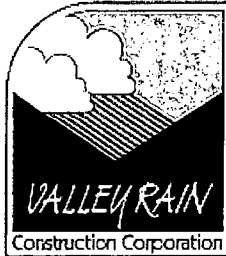
HS-1	Host Site Steel Shade Structures	2.00	EACH	\$51,880.15	\$103,760.30
HS-2	Add Turndown & #3 rebar at Host site Pad	2.00	EACH	\$4,420.00	\$8,840.00
HS-3	Add 1 1/2" Copper waterline to Host Sites, from Equestrian Meter	450.00	LF	\$29.01	\$13,054.50

Total Price for above Host Site Items: \$125,654.80

Electrical

E-3	Building / Host Site Electric/lighting	1.00	LS	\$84,520.00	\$84,520.00
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(15,332.00)



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To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205	Phone:	480-312-7869
	Scottsdale, AZ 85251	Fax:	480-312-7971
Project Name:	Fraesfield Trailhead (Building) (GMP)	Bid Number:	
Project Location:		Bid Date:	6/12/2018

Total Price for above Electrical Items: **\$84,520.00**

\$69,188.00

Allowances

E-3a	Conduit & Conductor Allowance	1.00	LS	\$28,669.00	\$28,669.00
CIS-1 MB	Main Building Cistern 5000 gallon - Allowance	1.00	EACH	\$13,200.00	\$13,200.00
CIS-2 MB	Main Building Pump & Level Controls Restroom - Allowance	1.00	EACH	\$14,900.00	\$14,900.00
CIS-1 HS	Host Site Cistern 5000 gallon - Allowance	1.00	EACH	\$13,200.00	\$13,200.00
CIS-2 HS	Host Site Pump & Level Controls - Allowance	1.00	EACH	\$10,000.00	\$10,000.00

Total Price for above Allowances Items: **\$79,969.00**

\$56,769.00

Contingency

Con-1	Steel Escalation(30% Anticipated On Materials)	1.00	LS	\$65,000.00	\$65,000.00
-------	--	------	----	-------------	-------------

Total Price for above Contingency Items: **\$65,000.00**

General

GC-1	General Conditions	1.00	LS	\$2,137.00	\$2,137.00
GC-2	Insurance	\$8,885.34	1.00	\$10,324.00	\$10,324.00
GC-3	Bond	\$7,359.57	1.00	\$12,464.00	\$12,464.00
GC-4	Construction Fee	\$82,237.81	1.00	\$112,830.00	\$112,830.00
GC-5	Sales Tax	\$51,467.85	1.00	\$61,871.17	\$61,871.17

Total Price for above General Items: **\$199,626.17**

Owner's Contingency

Con-1	City Of Scottsdale Owners contingency	1.00	LS	\$0.00	\$0.00
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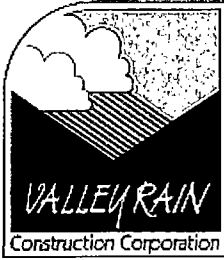
Total Price for above Owner's Contingency Items: **\$0.00**

Total Bid Price: **\$1,259,184.56**

\$1,047,459.16

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.
- Unless provided as a separate pay item or Allowance, costs of testing are excluded from this Estimate and Proposal.
- See Attached assumptions and clarifications



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	Fraesfield Trailhead (Building) (GMP)	Bid Number:	
Project Location:		Bid Date:	6/12/2018

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Valley Rain Construction Corporation

Authorized Signature: _____

Estimator: _____

Fraesfield Trailhead Building ALLOWANCE SCHEDULE

1. ALLOW-1 Cisterns and Pumps	\$51,300.00
2. ALLOW-2 Steel Price Escalation	\$65,000.00
3. ALLOW-3 Conduit & Conductor	\$28,669.00
4. ALLOW-4	\$0,000.00

ALLOWANCES TOTAL \$144,969.00

PROJECT CONTINGENCY SCHEDULE

Con-1 Project Contingency	\$00,000.00
---------------------------	-------------

CONTINGENCY TOTAL \$00,000.00

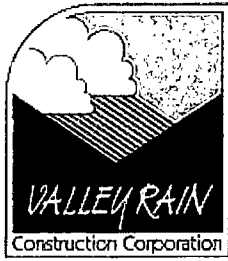


Valley Rain Construction Corporation
1614 East Curry Road
Tempe, Arizona 85281
Ph. 480.894.2835 fax. 480.966.1450
www.valleyrain.com

Fraesfield Trailhead Building
Breakdown of General Conditions
6/12/2018

NO SCALE JOC

	Quantity	Unit	Rate	Amount
Indirect Items				\$ -
Construction Water	1	LS	92.00	\$92.00
Concrete Washout	1	EA	375.00	\$375.00
Dumpster (recycle)	0	MO	550.00	\$0.00
Small Tools	1	LS	210.00	\$210.00
Final Clean	1	LS	1,460.00	\$1,460.00
Contract Administration:				
Construction Principle	35.20	HR	0.00	\$0.00
Project Manager	240.00	HR	0.00	\$0.00
Vice President	32.00	HR	0.00	\$0.00
Chief Estimator	40.00	HR	0.00	\$0.00
Administrative	160.00	HR	0.00	\$0.00
Cost Accountant	35.00	HR	0.00	\$0.00
General Superintendent	200.00	HR	0.00	\$0.00
Total Project			\$	2,137.00 Lump Sum



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ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:			
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869		
		Fax:	480-312-7971		
Project Name:	Fraesfield Building Flatwork Stuctural Grading for Concrete VRCC	Bid Number:			
Project Location:		Bid Date:	5/23/2018		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

Concrete Curb & Sidewalk

CS-2	Concrete Mockups for Structural finishes & Building Concrete	1.00	LS	\$4,630.00	\$4,630.00
------	--	------	----	------------	------------

Total Price for above Concrete Curb & Sidewalk Items: \$4,630.00

Site Furnishings

SF-03	Bike Rack pads	2.00	EACH	\$334.00	\$668.00
SF-08	Trash & Recycle Receptacles Pads	10.00	EACH	\$57.60	\$576.00

Total Price for above Site Furnishings Items: \$1,244.00

Restroom

RR-01	Concrete Sidewalk (Plaza Paving)	2,700.00	SF	\$8.35	\$22,545.00
RR-01	Concrete Sidewalk (Plaza Paving) ABC Base	2,700.00	SF	\$1.55	\$4,185.00
RR-02	RR Concrete interior slab	1.00	LS	\$8,740.00	\$8,740.00
RR-02a	Change rebar from #5 to #3 Restroom	1.00	LS	(\$3,807.00)	(\$3,807.00)
RR-05	Restroom Structural Steel Deck Footing Detail 109	2.00	EACH	\$1,100.00	\$2,200.00
RR-05	Restroom Structural Steel Column Footings Details 106 & 107	14.00	EACH	\$941.00	\$13,174.00
RR-05	Restroom Structural Steel Deck Retaining Wall, Detail 108	48.00	LF	\$191.00	\$9,168.00
RR-07	Restroom Exterior Wall Footings	1.00	LS	\$5,730.00	\$5,730.00
RR-08	Restroom Interior Wall Footings	1.00	LS	\$3,040.00	\$3,040.00
RR-15	Concrete retaining/Seatwall NO Back	47.00	LF	\$143.00	\$6,721.00

Total Price for above Restroom Items: \$71,696.00

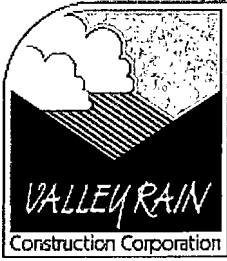
Equestrian Structure

EQ-02	Equestrian Concrete Floor & Slab	1.00	LS	\$5,450.00	\$5,450.00
EQ-02a	Change rebar from #5 to #3 Equestrian Restroom	1.00	LS	(\$412.00)	(\$412.00)
EQ-03	Equestrian Building Structural Steel Column Footing	4.00	EACH	\$941.00	\$3,764.00
EQ-05	Equestrian Exterior wall Footings	1.00	LS	\$3,130.00	\$3,130.00
EQ-06	Equestrian Interior Wall Footings	1.00	LS	\$1,230.00	\$1,230.00
EQ-12	Concrete retaining/Seatwall NO Back	27.00	LF	\$143.00	\$3,861.00
EQ-14	Equestrian Horse Trough	1.00	LS	\$4,870.00	\$4,870.00

Total Price for above Equestrian Structure Items: \$21,893.00

Host Site

HS-1	Host Site Steel Column Footing Detail 106	2.00	EACH	\$2,820.00	\$5,640.00
HS2	Add Turndown 480 LF & #3 rebar at Host site Pad	2.00	EACH	\$4,420.00	\$8,840.00
HS3	Host Site Water Storage Allowance	1.00	LS	\$0.00	\$0.00



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ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205	Phone:	480-312-7869
	Scottsdale, AZ 85251	Fax:	480-312-7971
Project Name:	Fraesfield Building Flatwork Structural Grading for Concrete VRCC		Bid Number:
Project Location:			Bid Date: 5/23/2018

Total Price for above Host Site Items: **\$14,480.00**

Total Bid Price: **\$113,943.00**

\$99,463.00

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.
- Reinforcement at Building slabs has changed from #5 to #3

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
---	---



Proposal

Description: **Fraesfield Building**
Date: **5/21/2018**
Job Code: **13322**
Wage Rate: **Standard**

Prices Bid lump sum . Number is broken out in bid form

Line No.	Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description						
1	1	Main Structure Foundation Includes Slab, Footings and reinforcing	1.00	EA	\$114,523.43	\$114,523.43
2	2	Equestrian Structure with CMU Walls includes: Slab, Footing, and reinforcing	1.00	EA	\$42,493.24	\$42,493.24
3	3	Site Host Foundation	2.00	EA	\$28,060.75	\$56,121.50
4	4	Trash/Rycle Slabs	5.00	EA	\$876.62	\$4,383.10
5	5	Bike Rack Slab	2 each	EA	\$1,753.24	\$10,519.44
Subtotal:						\$228,040.71
GRAND TOTAL:						\$228,040.71
						\$219,274.51
Proposal Certification						

Notes:

All work to be as specified. All grade to be received per CPC Construction's directions, compacted and moisture conditioned. Price includes one mobilization. Additional mobilizations will be billed at \$1,500.00 each. Final billing will be based on field measurements. CPC reserves the right to bill for additional work performed not included on this proposal.

Bond Rate: 3%

Inclusions:

Labor
Equipment
Materials
Per Plans 05-01-18

Exclusions:

Bushhammering of any wall, surface or slab
Any Item Not Specifically Included on this Proposal
Catch Basins
Extruded Curb
Fence and Gate Footings
Removals
Compaction/Moisture Testing
Landscape Utility Repairs
Excavation/Backfill
Prevailing Wages



				Proposal				
Line No.	Pay Item No.	Description			Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description								
		Saw Cutting						
		Joint Sealing						
		Loose Rip Rap						
		Irrigation Sleeves, Electrical Sleeves						
		Anchor Bolts, Embeds, Weld Plates						
		Unforeseen Conditions						
		All Sales Taxes						
		Bond Permits, Fees						
		Survey, Staking, Testing, Sampling						
		Dust Control						
		Hard Dig						
		Waterproofing						
		Spoil Hauloff						
		Overtime, Holiday Work, Night Work, Weekend work						
		Repair of Concrete Damaged by Others						
		Concrete Washout Pan/Pit						
		Safety Railing						
		Trash Racks						
		Subgrade Preparation						
		Unforeseen Condition						

All material is guaranteed to be as specified. All work to be completed in a workman like 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 change over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Proposal is based on package pricing and can't be separated with out prior consent from CPC Construction. Upon acceptance of this proposal the General Contractor must incorporate this proposal and its entirety into the Subcontract Agreement in order for CPC Construction to perform the work specified.

CPC Construction LLC must be notified of the construction start date for the scope of work specified in this proposal (3) weeks prior to start date. CPC can not guarantee a work force on-site if not notified in a timely manner.

This proposal is good for 30 Calendar Days.

Submitted By: Sal Alcantar

From: Tony Viola
Sent: Thursday, May 31, 2018 5:59 PM
To: Byron L. Burkholder; Jeff Rees
Cc: Sami Dannaoui
Subject: FW: Fraesfield & Granite Mountain Trailheads

Price from Mirage Marble and Granite below

Tony

From: Bujor (BJ) Balog [<mailto:info@mirageaz.com>]
Sent: Thursday, May 31, 2018 3:07 PM
To: Tony Viola
Subject: Re: Fraesfield & Granite Mountain Trailheads

Hi Tony

Thank you for your inquiry,

Labor for the 2 -8ft top and the one 3ft long will run \$1950 fabricated and installed with a 5inch apron miter edge .

One jumbo quartz slab shall do it, you can check colors at www.aracruzgranite.com

Medium Palomino slab will cost \$750

High end like Calcatta price per slab \$1150 ← Used

Feel free to contact with any questions or other information you might need.

Thank you!

Plugged \$1,200 for under counter supports

Bujor (BJ) Balog

Plugged \$600 for Lavatory pipe protection

President

Mirage Marble&Granite

Phone 480-252-7182

Office 623-606-7610

E-mail miragectop@yahoo.com

www.mirageaz.com

Like us on Facebook at:

<https://www.facebook.com/MirageAZ>

Sent from my iPhone

On May 31, 2018, at 9:50 AM, Tony Viola <Tony@valleyrain.com> wrote:

Hi BJ

Attached are the plan sheets and the specs for the 2 projects we have in Scottsdale.
We need pricing ASAP –

1. Price with Average priced material- Please provide a color range
2. Price with High end priced material- Please specify color or material name

Contract award will be written in late June/early July however the install will not take place until December.

Please let me know if you have any questions and my contact info is below.

Thank you
Tony

Byron Burkholder, Chief Estimator
byron@valleyrain.com

<image002.jpg>

1614 E. Curry Road
Tempe, Arizona 85281
480-894-2835 Cell 602-723-
4434 Fax: 480-966-1450
www.valleyrain.com

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<Fraesfield Engineered Quartz Counters.pdf>

<Fraesfield Main building Counter cross section.pdf>

<Granite TH Countertops.pdf>

--(Scanned by Message Lab)---

From: ray@allpridemang.com
Sent: Thursday, May 31, 2018 2:17 PM
To: Byron L. Burkholder
Subject: RE: Fraesfield & Granite Mountain Trailheads

"APPROXIMATELY" \$10,000 for labor and ADA brackets with all installation
\$3,000 for Material (That's using \$1,000 per slab) 3 slabs
So right around \$13,000

Plugged \$600 for Lavatory Pipe protection
--

From: Byron L. Burkholder <Byron@valleyrain.com>
Sent: Thursday, May 31, 2018 1:58 PM
To: 'ray@allpridemang.com' <ray@allpridemang.com>
Subject: RE: Fraesfield & Granite Mountain Trailheads

Ray is there any way I could get a plug number today.
Guess a little high.

I found a two page specification for the counters

Byron Burkholder, Chief Estimator
byron@valleyrain.com



1614 E. Curry Road
Tempe, Arizona 85281
480-894-2835 Cell 602-723-
4434 Fax: 480-966-1450
www.valleyrain.com

From: ray@allpridemang.com [mailto:ray@allpridemang.com]
Sent: Thursday, May 31, 2018 11:11 AM
To: Byron L. Burkholder
Subject: RE: Fraesfield & Granite Mountain Trailheads

Got it Byron ,, should have numbers to you end of day Monday ,, my estimator may call with questions

From: Byron L. Burkholder <Byron@valleyrain.com>
Sent: Thursday, May 31, 2018 9:22 AM
To: 'ray@allprideMandG.com' <ray@allprideMandG.com>
Subject: Fraesfield & Granite Mountain Trailheads

Ray,

These two trailheads are located in NE Scottsdale. 134 st & Rio Verde Dr. They are about 3 miles apart.

Please quote on the engineered quartz counter tops.

Only the Equestrian building at Fraesfield gets a sink. The Two Main restroom buildings are just counters at this time.

Is it possible for you to install the sub base for the counters ?

Byron Burkholder, Chief Estimator
byron@valleyrain.com



1614 E. Curry Road
Tempe, Arizona 85281
480-894-2835 Cell 602-723-
4434 Fax: 480-966-1450
www.valleyrain.com

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**Doors
Hardware
Security**

Phoenix Office
5670 South 40th Street Suite 1
Phoenix, AZ 85040
P: 480.889.1000

2018-095-COS
Exhibit C - Page 19 of 244

MAY 30, 2018

PROPOSAL

To: Valley Rain, Inc
Attention: Estimating Department

**Fraesfield Granite Mountain
Scottsdale, AZ 85251**

Price Details

08110 | Steel Doors and Frames
FF -(7)HM Frames = \$1,069.00
FF -(7)HM Doors = \$3,456.00
GM -(7)HM Frames = \$1,081.00
GM -(7)HM Doors = \$3,217.00

08710 | Door Hardware
FF-Hardware = \$5,601.00
GM-Hardware = \$5,668.00
*Spare Parts = \$3,324.00

*Spare parts include:
(1) Timer
(1) Power Supply
(5) Door Stops
(5) Wall Bumpers
(2) Cylindrical Locks (Less Core)
(2) Universal Mortise Locks (Less Core)
(5) Padlocks (Less Core)

Plugged Add for Electric Locks \$3,000
--

99997 | Labor/Non-tax
Installation of HMD's & Hardware = \$2,800.00
Exclusions: HMF's, Spare Parts, Electrical Hardware & Electrical
Connections.

Keying By Others

Project Total

\$26216.00
Excludes Tax



**Doors
Hardware
Security**

Phoenix Office
5670 South 40th Street Suite 1
Phoenix, AZ 85040
P: 480.889.1000

2018-095-COS
Exhibit C - Page 20 of 244

Additional Details & Notes

Notes & Exclusions

FF = Fraesfield Trailheads
GM = Granite Mountain Trailheads

Questions? Please call me direct at **623.889.0954** or email rmartinez@tchco.com.

PROPOSAL

Accepted By _____ Valley Rain, Inc

Respectfully Submitted By:

Signature _____

Ralph Martinez
Project Manager

Print Name _____

Title _____

Licenses
Arizona: ROC#250885
New Mexico: #364208

Date _____

**All prices are confidential and are the property of TCH. Freight F.O.B. destination. Any changes to project documents may affect the price. All changes will be required to have an executed change order signed by all parties prior to any material being released to jobsite. Back charges for work performed without prior written authorization from TCH will not be accepted. This quotation is subject to change if not accepted in writing within 30 days. TCH is a material supplier, no retainage will be accepted. All special order material is subject to a restocking fee.

**Payment Terms are net 30 days from date of invoice. Your FINANCE CHARGE is computed by a single periodic rate of 1.5% which is an ANNUAL PERCENTAGE RATE of 18% applied to your "previous balance without deducting current payments and/or credits appearing on the face of the statement." Buyer expressly agrees to pay all of Seller's costs, expenses, and attorneys' fees incurred for enforcement of collection of any amount due Seller under this agreement. Venue is Washington County, MN.

**For warranty information, please go to www.tchco.com/warranty



KELLEY

ESTABLISHED IN 1886

BROS.

PROPOSAL

Phoenix Office L-05 Arizona Contr. License # 102509

3440 N 27th Avenue, Phoenix, AZ 85017
FX: 602.254.5224 PH: 602.254.5967

We are pleased to present this quotation per architectural plan pages dated 01 MAY 18.

PROJECT: Granite Mountain & Frase Field Trailheads

ADDENDUM:

081113- HOLLOW METAL DOORS & FRAMES

\$11,000.00

- 14 EA **CURRIES** HOLLOW METAL DOORS
- 14 EA **CURRIES** 3-SIDED HOLLOW METAL FRAMES

087100- DOOR HARDWARE

\$14,000.00

BEST LOCKSETS, **LCN** CLOSERS

SECTION 13 SPARE PARTS CHART **ADD \$10,200.00**

INSTALLATION OF DOORS & HARDWARE

\$4,800.00

Exclusions: Responsibility for work and materials **not part of the above sections, unless specifically noted otherwise.** These include tax, bonds, unloading, delivery, installation, glass, glazing, painting, pre-finishing, fieldwork, measuring, field splicing, frame installation, grouting, low voltage connections, lock boxes and bituminous coating (**asphaltic emulsion**). **Kelley Bros of Arizona always excludes installation of hardware for gates, overhead doors, glass doors & aluminum openings.**

This quotation on material requested is **FOB PHX, tailgate delivery**, freight allowed to jobsite, **30-day terms**, material billed in-store, and subject to credit approval. Allow time for special material orders to clear factory to estimate approximate shipping time. Use this Proposal as your purchase order by signing the Acceptance and returning one copy to our office. **Quote good for 30 days.** Notify our office for time extension if required.

Quoted By: Chris Billings Acceptance: _____

Date: 5/23/18 Date: _____

AS per a phone call with Chris Billings at 9:56AM on 05/30/2018: ADD all the amounts (11,000;14,000 ; 4,800;10,200) and divided by two to get each site quote

**Hawkeye
Electric, Inc.**

Transmitted to:	Tony Viola	From:	Pete Trowbridge
Email:	tony@valleyrain.com	Direct: 480-374-4120	Email: <u>pete@hawkeyeelectric.com</u>
Company:	Valley Rain Construction Corporation	Office No. 480-894-2835	Cell: 602-505-8218

X Comments Below

OWNER APPROVAL SIGNATURE

Export of Spoils
Traffic control
Materials testing
Utility company fees
Transformer pads
Primary and secondary conduit (in site numbers)

[illegible]

Kimbrell Electric, Inc.

7593 North 73rd Drive
Glendale, AZ 85303
(602) 265-2111 Fax: (623) 931-9963

PROPOSAL

May 22, 2018

To: Valley Rain
Address: 1614 E Curry Road
Tempe, AZ 85281
Ph: 480-200-3907
Email: jrees@valleyrain.com
Attn:

Job Name/Location:

fraesfield bldg

We hereby submit specifications and estimates for: **Electrical, per the following Plan(s) and Sheet(s) Numbers;**

Engineer: _____ Sheet(s) No.: _____ Plan Date: _____

Scope:

Please see attached bid schedule.

Sales tax Value added to total

\$0.00

Upon your Acceptance, All Terms and Conditions as Outlined in this Proposal, become a Part Of or an Attachment To the Contract.

Please Note Our Exclusions, below.

Exclusions: Unless Otherwise Noted Above

Taxes, Bond, Permits, Atypical Insurance, Testing, Engineering Fees, Utility Charges, Painting, Saw Cutting, Allowance, Striping, Concrete & Asphalt Repair, Landscape Repair, Temporary Power, Patching, Foundation Removal, Survey, Non Electrical Sleeves, Private Utility locating, Hard dig or Rock Excavation, Spoil Removal & Haul Off, Traffic Control, Off Duty Police Officer, & Special Systems Wire, Trench Plates, Trench Protection, Charges for Powerline or De-Energizing Lines, Construction Water, Dust Control, Track Out, Staging Yard, Signage, Weekend or Overtime.

All Material Secured on site to be paid with Progress Payments.

We hereby propose to furnish material and labor - complete in accordance with the above specifications for the sum of:

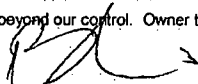
\$0.00

Note: This proposal is based on prices quoted for concrete, electrical conduit, wiring and other electrical products as of the date of this proposal. Due to rapidly rising prices in concrete, steel and copper, this proposal is subject to increase if products increase prior to the execution of a written agreement, by the amount of increases quoted by our intended suppliers and/or subcontractors.

(We will provide proof of any increase, upon request)

All material is guaranteed to be as specified. All work to be completed in a professional 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. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Ins.

Authorized Signature



Brian Kimbrell

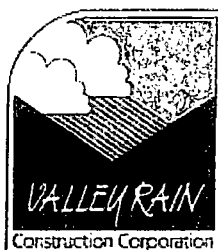
Note: This proposal may be withdrawn by Kimbrell Electric, Inc., if not accepted within 15 days.

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

Signature

Date

"The Bitterness of Poor Quality, Lingers Long After the Sweet Low Price is Forgotten"



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

Request For Quote

Submitted To:	Kimbrell Electric, Inc.	Contact:	Brenda Arthur
Address:	7593 North 73rd Drive Glendale, AZ 85303	Phone:	602-265-2111
		Fax:	623-931-9963
Project Name:	2017.12.15 Fraesfield Trailhead Building Package	Bid Number:	
Project Location:		Bid Date:	10/3/2017
Estimator:			
Attachments:	Instructions for Document Downloading.pdf, Pre Qual cover letter 2017.pdf, USE TEMPLATE Subcontractor Prequalification Form 2017 rev 2.1.pdf		

Electrical

Line#	Item #	Description	Quantity	UM	Unit Price
	E-3	Main Building Electric / Lighting	1.00	LS	\$45,628.00
	E-3	Equestrian Building Electrical	1.00	LS	\$20,650.00
	E-3	Host Site Electrical	1.00	LS	\$15,332.00

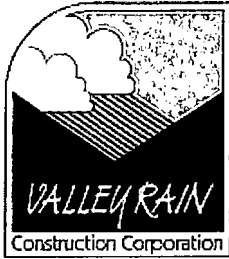
Added item: Conductors to all structure i.e. RV host sites, Equestion, main building, sump pumps ect.

\$28,669.00

Total: \$110,279.00

General Notes:

- This project is located at 13400 E Rio verde Dr, Scottsdale
- This Project is one we have & Will be starting Mid July, Ending Mid April 2019
- Bids to be Due May 21st End of Business Day
- There are no water facilities in the near vicinity of the project. Valley Rain will provide a water source at 118th Street & Rio Verde Dr (2 miles away from the project). Subcontractors requiring more than 200 gallons in a day will be require to provide for their own water.
- Project documents can be viewed and downloaded from Valley Rain's Document Box. Just follow instructions attached to this invitation.
- This is the Building package for the project. The link below also accesses the Site work package documents.
- <https://valleyrain.box.com/s/kqhrq7ezgaf7auo4mlr8voga86wzrpoa>
- There is another similar Trailhead project we are bidding, Granite Mountain Trailhead, 2.5 miles away from this project. The Link for Granite Mountain trailhead is <https://valleyrain.box.com/s/vmvd44s0s4ifv3rvfs5x7wzxfvj6eg3>
- If you have not been prequalified by our company in the last year, please fill out the attached form & submit with your proposal.



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:			
Address:	7447 East Indian School Road, Suite 205	Phone:	480-312-7869		
	Scottsdale, AZ 85251	Fax:	480-312-7971		
Project Name:	Fraesfield VRCC Over Ex for Buildings	Bid Number:			
Project Location:		Bid Date:	5/23/2018		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

Grading

G-1	Over Ex for Buildings	1.00	LS	\$5,540.00	\$5,540.00
G-2	Transport Water for Over Ex	1.00	LS	\$740.00	\$740.00

Total Price for above Grading Items: \$6,280.00

Total Bid Price: \$6,280.00

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
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SCHROEDER'S CUSTOM COATINGS, INC.

12035 North 74th Place | Scottsdale, AZ 85260

Phone: 480-483-1662 | Fax: 480-951-5841

License Number | ROC 177535

E-mail: SchroedersCoatings@msn.com

Website: www.schroederscustomcoating.com

entered \$8,883.76
round off price.

Proposal/Contract

This Contract has been prepared for:	Valley Rain Construction Corporation Attention: Tony Viola, Sami Dannaoui, Byron
Billing Address:	1614 East Curry Road Tempe, AZ 85281
Phone:	480-894-2835 #304
Fax:	480-966-1450
Cell:	
E-Mail:	Tony@valleyrain.com Byron@valleyrain.com Sdannaoui@valleyrain.com
Project Name:	Fraesfield trailhead flooring
Project Address:	31402 North 136 th Street, Scottsdale, AZ 85262

SCOPE OF WORK: Trailhead buildings floor polish and sealer work

Schroeder's Custom Coatings, Inc., herein referred to as SCCI, agrees to perform the work described below:

Please Note: This proposal is subject to our standard terms and conditions described below.

Scope of work #1: Restroom floors (3)

SCCI will Diamond grind then polish the concrete floor using the *Diamatic Ultraflor polishing system* in order to provide a level 3 cut (1/4") and an 800 grit gloss: **\$6,500.00**

Generator rental to provide sufficient power to operate diamond grinding / polishing equipment: **\$1,500.00**

Scope of work #2: Clean and seal floors of two janitor rooms and one storage room:

SCCI will clean concrete floor and apply one coat each of W.R. Meadows Vocomp #20, and #25 clear acrylic sealer. **\$895.00**

Notes:

- 1: It is advised to protect the floors in these areas from stains and marks.
- 2: If the floors need to be scrubbed with water and sufficient water is not available onsite to perform the cleaning work then a water tank trailer will need to be rented. Rental and additional man hours at \$50.00 per hour, needed to rent, fill, haul to and from jobsite, and return the rented equipment, will be billed additional as a change order.
- 3: If curing agent and / or bondbreaker is applied prior to sealer then it will need to be removed prior to application of sealer. Curing agent removal will add \$1.00 per square foot to the job additional to the base price.
- 4: Polish work must be performed prior to fixtures and partitions being installed.

Notes:

- 1: SCCI will pay for all City and State taxes at the point of sale.
- 2: Substrate will be re-evaluated after initial demo and or initial grind to determine the floors suitability for polishing.
- 3: Price may increase for unforeseen patching, levelling of uneven concrete surface and / or additional flooring products removal.
- 4: Level of cut is affected by the flatness of the slab. Higher areas will show larger aggregate exposure and lower areas will show smaller exposure. Aggregate within the slab matrix is an unknown, beyond the control of SCCI, and may vary.
- 5: Previous flooring products may cause shadow effects in finished polish.
- 6: Patching of holes and cracks will not match parent flooring.
- 7: Semi-rigid joint filler may crack if control joints shrink or move. SCCI does not warrantee cracking of polyurea material due to shrinking or movement of slab(s)
- 8: Polished concrete does not mask or remove stains and discoloration and may in fact enhance some stains.
- 9: SCCI does not warrantee the performance of the polished concrete surface from staining due to reactive or penetrative liquids. Diligence must be taken in the cleaning and maintenance of a polished surface.
- 10: **At no time should adhesive tape, or ink markers of any kind be placed upon a polished concrete surface.**
- 11: **Floor should be protected during construction and after polishing. Equipment such as lifts and pipe threaders should be diapered and used in a way that oils and stains not be in contact with the concrete substrate.**

INITIALS _____

Terms and Conditions:

1. If blueprint and/or specification book specifications are incomplete, nonexistent, or nonsensical, SCCI will not be held responsible for any deviations in process and/or materials. Materials used will conform to contract verbiage. Installation will conform to manufacturer's instructions of said materials.
2. This proposal is based on clean concrete in good condition and/or the condition of the floor at time of inspection. If the floor is damaged, painted, chalk-lined, paint over-sprayed, or altered in a substantial way during the time between the inspection that this contract is based upon and the scheduled work date, additional charges for cleanup and repair may apply. Unless stated in this contract the substrate is to be coated as is, in regards to flatness and levelness. No concession will be made after substantial completion of work for owner's or General Contractors negligence in repairing concrete substrate. Substantial concrete repairs and filling of pour backs needs to be completed far enough (generally one month) in advance, uncovered, to allow for it to properly cure and release excessive moisture content. If not specifically stated in this contract repairs to substrate are the responsibility the G.C. or client. Any repairs not contracted for and performed by SCCI are considered goodwill and carry no warranty. If work space is hidden, obscured or unable to be easily inspected, SCCI has the right to renegotiate the proposal regardless of verbal and/or written contracts and agreements.
3. Unless noted, this proposal does not include saw cut joint or tooled joint filling/caulking. Saw cut joint or tooled joint filling/caulking service is available for \$3.00 per linear foot. In the event that this service is not contracted for prior to the arrival of the work crew to begin coating, then a trip surcharge may apply to account for the crew needing to source the filler material.
4. This proposal does not include excessive patching, anchor bolt removal, removal of curing agents or sealers, glues, coatings, mastics, previous flooring, excessive paint slop or overspray.
5. Changes made on special order colors and/or materials may be subject to a restocking fee and/or additional charges for mixed, unusable material. All change orders must be made in writing and signed by Customer and/or General Contractor, and SCCI.
6. Finished, operational lighting in place is highly recommended during flooring installation. No discount or reduction in proposal price will be given due to unsatisfactory results if work was completed without finished/operational lighting in place. Repairs requested due to lack of finished lighting will be at the discretion of SCCI and may be at additional cost to the Customer and/or General Contractor.
7. The proposal is based upon all personal property and construction materials being cleared from the workspace. All personal property, merchandise, construction materials and/or debris is to be removed from all work space/areas prior to work commencement. Additional time spent by SCCI including removing items and debris will be billed at a rate of \$50.00 per hour/per employee. SCCI and any person working under their license will not be held corporately or personally responsible for the safety and security of items and materials left in the work area.
8. Additional charges may be added for any of the following: crew standby time, overtime, differences in customer quoted square footages versus actual square footage, multiple mobilizations, or trip charges.
9. This proposal is based on one mobilization, to be performed during normal work hours. Night and weekend work performed at the request of the Customer and/or General Contractor, or, in any way not at the discretion of SCCI, is subject to overtime surcharges. All the above items are to be negotiated and covered in a separate contract.
10. Proposals made by SCCI are based on work crews working on jobsite between the hours of 6:00 a.m. and 4:00 p.m. Monday through Friday, Mountain Standard time, excluding New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day, and any other stated holidays. If Customer and/or General Contractor requires or requests work to commence outside these specifications, an additional charge will either be included in the proposal price or in an additional notice named, Overtime Notice. The Overtime Notice states; "Upon written notice by Customer/General Contractor to SCCI, Customer/General Contractor informs SCCI of the need for overtime on (date/time) until (date/time). General Contractor agrees to reimburse SCCI for all costs related to overtime work, plus an additional 10% scheduling fee." Overtime Notice must be signed by Customer/General Contractor and SCCI.
11. Proposal reflects good access to the job site. Additional charges will apply for any unusual access conditions.
12. Disposal container to be provided by owner or General Contractor. SCCI is to place refuse created during installation in this container.
13. SCCI shall use caution to not damage the concrete substrate during the removal of overlying materials; however, SCCI shall not be held liable for over-profiling of the concrete sub surface.
14. SCCI will not be held liable for repairs due to tape or adhesives being used upon the finished floor surface. Many times the compounds in the adhesives will weaken the bond of the sealer and cause it to pull off the floor with or without concrete

substrate attached. All repairs due to adhesives will not fall under the SCCI warranty and will be billed to the party requesting the repair. **ESPECIALLY DO NOT USE TAPE OF ANY KIND ON WAXED FINISHED FLOORS.**

15. Proposal may change if not accepted within 90 days of the proposal date.
16. Bonds, permits, sales taxes are excluded. Sales tax will be added if the Form 5000 (prime contractor) certificate is not received to our office via fax, email, or by postal mail.
17. SCCI recommends that care be taken to avoid the use of curing agents on the slab and that client provides proper protection to all flooring areas to be stained during construction in order that a better finish product may be provided to the client.
18. Work will not be scheduled until SCCI receives the signed proposal by fax, email or in person and 50% of the contract proposal price. SCCI accepts checks, Visa, MasterCard, America Express and cash.
19. Final Pay
 - a. All billing is due upon receipt of invoice. After thirty days, a finance charge at the periodic rate of 1½% per month with an annual percentage rate of 18% will be charged on all accounts unpaid after the last day of the following month.
 - b. General Contractor agrees to pay SCCI within 45 days of the General Contractor's receipt of invoice, regardless of whether General Contractor has been paid by Owner.
20. This proposal is to be added as an attachment to the General Contractors contract. In the event terms or conditions in the General Contractors contract conflict with the terms or conditions of this proposal, the terms and conditions of this proposal will take precedence.
21. Alkalai Silica Reaction: (ASR) No warranty will be given by SCCI or any of its suppliers for concrete substrate for work performed on Concrete floors with ASR issues, Known or Unknown by SCCI or the G.C. or the client. Client and/or G.C. enter into work on this type of concrete at their own risk.
22. Any and all testing of substrates and materials to be installed before or after installation must be made known to an SCCI representative in writing prior to application of product. Any testing not specifically mentioned in the scope of work area of the contract will fall into the terms of the acid stain / grind and seal addendum. Any testing done by SCCI shall be for determining suitability of the substrate for coating by the parties involved. Results are not to be used as an ironclad benchmark of the entire project, as slab moisture may vary throughout the project. Any and all testing required by the General Contractor, the client and/ or their representatives will be paid for by the requestor, performed by an impartial third party, and the test results shared by all parties. Any recommendations for products made by SCCI or their representatives are based on their experience and are merely their opinion based on the information available such as visual inspection, budget and time allowances given. SCCI is not a manufacturer, nor an engineering firm. All final decisions and liability for product decisions are the responsibility of the General Contractor and / or the client / customer.

Initials of responsible party: _____
23. **Due to current federal laws and regulations, the above project cannot proceed without proper Asbestos/ hazardous materials survey being provided when applicable. This is applicable in all commercial (non-residential) projects and testing must have been done in the areas where this contract work is to be done and in Maricopa County must be current (within the last 12 months).**

The Proposal/Contract is submitted by: **Donald Schroeder,
Schroeder's Custom Coating, Inc.
June 1, 2018**

The Proposal/Contract is accepted by: **VALLEY RAIN CONSTRUCTION CORPORATION**

Name _____ Title _____ Date _____

SCHROEDER'S CUSTOM COATINGS, INC.

12035 North 74th Place | Scottsdale, AZ 85260

Phone: 480-483-1662 | Fax: 480-951-5841

License Number | ROC 177535

E-mail: SchroedersCoatings@msn.com

Website: www.schroederscustomcoating.com

Warranty Disclosure

Client Name:	Valley Rain Construction Corporation Attention: Tony Viola, Sami Dannaoui, Byron
Client Address:	1614 East Curry Road Tempe, AZ 85281
Project Name:	Fraesfield trailhead flooring
Project Address:	31402 North 136 th Street, Scottsdale, AZ 85262

The attached submittal(s) are an integral part of this Proposal/Contract and the following limitations, warranties, disclaimers, and exclusions shall apply to all pages of these submittals. All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per 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 this proposal. NOTE: Charges for these are due and payable at time of change. All agreements are contingent upon strikes, accidents, or delays beyond our control. The owner is responsible to carry fire, theft, wind, and other necessary insurance.

WARRANTY

Schroeder's Custom Coatings, Inc. shall warranty that for a period of one year (two years residential) from date of completion, all materials and labor are to be free of defects and installed in a workmanlike manner. Schroeder's Custom Coatings, Inc. will, at its discretion, repair, replace, and/or correct covered defects at no additional charge to the original customer provided notice is received from customer in writing during said period.

WARRANTY SPECIFICALLY EXCLUDES:

- any and all crack & joint repair
- structural integrity of substrate
- failure due to hydrostatic pressure
- drainage or standing of water on deck
- supplemental heating
- altering of floor pitch
- any other services not specified
- natural aging of finishes
- removal of stains from finishes
- loss of shine from weathering
- calcium or lime deposits on finishes
- Bid Bond
- removal of existing finishes unless specified
- color may vary slightly from color chart

TO BE PROVIDED BY OWNER/OTHERS:

- electrical power or generator
- access to water and drainage
- sufficient lighting
- protection of finishes from damage by others during and after installation

Schroeder's Custom Coatings, Inc. and our product suppliers deny any liability for slipping and/or falls on our coatings. A textured finish or anti-skid particles are encouraged in all areas subject to wet or slippery conditions.

I have read and understand THE WARRANTY DISCLOSURE:

Name _____ Title _____ Date _____

SCHROEDER'S CUSTOM COATINGS, INC.

12035 North 74th Place | Scottsdale, AZ 85260

Phone: 480-483-1662 | Fax: 480-951-5841

License Number | ROC 177535

E-mail: SchroedersCoatings@msn.com

Website: www.schroederscustomcoating.com

Acid Stain/Grind and Seal Addendum

Client Name:	Valley Rain Construction Corporation Attention: Tony Viola, Sami Dannaoui, Byron
Client Address:	1614 East Curry Road Tempe, AZ 85281
Project Name:	Fraesfield trailhead flooring
Project Address:	31402 North 136 th Street, Scottsdale, AZ 85262

MOISTURE TESTING

Moisture testing is recommended on all resinous flooring projects. Moisture testing is highly recommended on hillside lots, areas below grade and pour backs. Moisture testing is the responsibility of the General Contractor or Customer. Any moisture testing requested to be performed by SCCI will be billed as an extra charge. The amount for the first test kit installed and removed is \$120.00; each additional test kit is \$30.00.

SCCI will not be held liable for failure to flooring due to hydrostatic pressure in areas other than where tests were performed. Vapor barrier coating can be installed by SCCI at additional cost.

STAIN COLOR

Once acid stain color is approved by General Contractor and/or Customer and the seal coat applied, any subsequent changes to the color or finish will be subject to additional time and material charges. All acid stain projects require a 75% deposit upon acceptance of contract.

Schroeder's Custom Coatings, Inc. cannot guarantee the exact color of acid stain because the color is a result from the acid reacting to minerals in the concrete. There is also the possibility of white discoloration from hydro pressure over which we have no control, therefore, cannot bear any responsibility.

CONCRETE DISCLAIMER

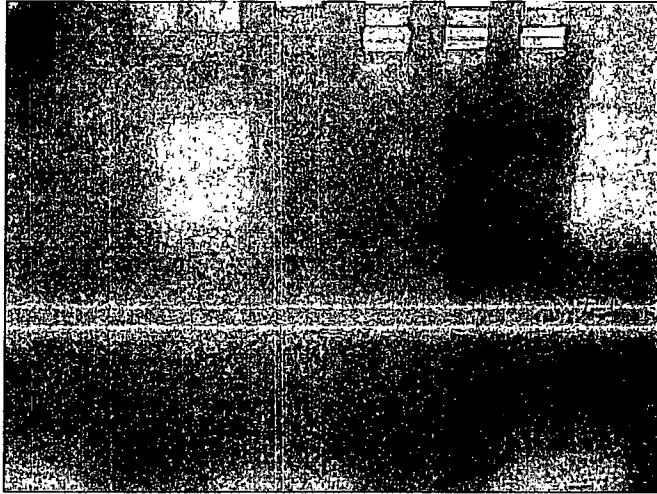
Concrete has inherent surface defects such as cracks and chips. The surface may also have patterns or texture variations. During construction, damage is frequently done to the concrete surface. This damage may or may not require a patch. Normally, all of these characteristics of the concrete are covered by floor coverings, wood, carpet, or tile. In the case of concrete coatings or stains, transparent or not, many of these surface defects will be visible. That is the nature of the product and application. In the event that damage to the floor occurs after the stain has been applied, the damage may or may not be patched, and the damage or repaired area will be re-stained and/or recoated at General Contractor and/or Customer's expense and at the discretion of SCCI. Patched areas most likely will not match original SCCI installation and concrete.

SCCI will not re-stain an entire floor unless there is a failure of more than 25% of the stained floor area. Surface variations, allowed by the registrar of contractors standards, are ¼" deviation within 10 feet of length. Concrete floors will be prepared to this standard before the application of the concrete stain. Deviations of ¼" per 10 feet can at times create small gaps between the floor and the bottom of cabinets, baseboards or door thresholds. These gaps are typically hidden by the application of traditional floor coverings over the concrete. These deviations may be visible with concrete stain and will not be filled or hidden. By selecting a stained concrete as the finish surface of the floor, the General Contractor and/or Customer accepts the above conditions as set forth.

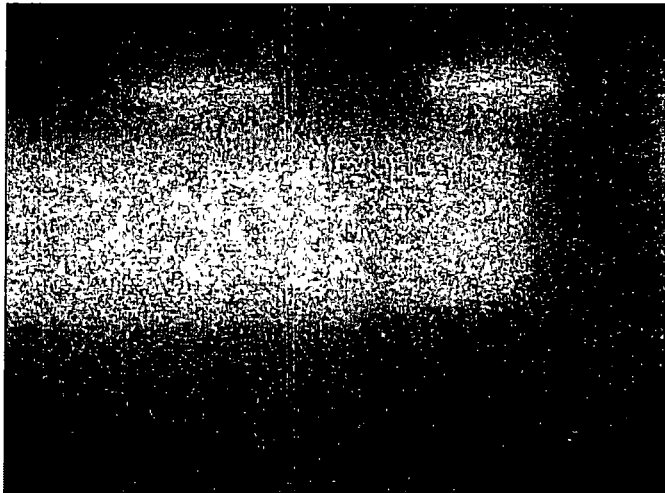
I have read and understand the ACID STAIN ADDENDUM:

Name _____ Title _____ Date _____

ULTRAFLOR® Levels of Cut



Level 1 / Cream Finish
Light exposure of fine aggregates



Level 2 / Salt & Pepper
Full exposure of light aggregates
Light exposure of coarse aggregates



Level 3 / Exposed Aggregate
Heavy exposure of coarse aggregates

ULTRAFLO[®] Levels of Gloss

Level A / Low Gloss

Satin Finish between 30-40

Typically a 400 grit finish

Level B / Medium Gloss

Medium Gloss finish between 41-55

Typically an 800 grit finish

Level C / High Gloss

High Gloss finish above 56

Typically a 1500 grit finish

ULTRAFLO[®] Levels of Cut

Level 1 Cut

Light exposure of the fine aggregates

Cream finish

Level 2 Cut

Full exposure of the light aggregates

Light exposure of the coarse aggregates

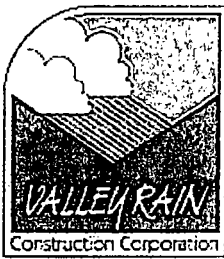
Salt & Pepper finish

Level 3 Cut

Heavy exposure of the coarse aggregates

Exposed aggregate finish

\$74,482.00



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

Request For Quote

Submitted To:	Magsam Masonry, Inc.	Contact:	Bill Magsam
Address:	5239 East Libby Street Scottsdale, AZ 85254	Phone:	(602) 524-5274
		Fax:	602-595-4848
Project Name:	2017.12.15 Fraesfield Trailhead Building Package	Bid Number:	
Project Location:		Bid Date:	10/3/2017
Estimator:			
Attachments:	Instructions for Document Downloading.pdf, Pre Qual cover letter 2017.pdf, USE TEMPLATE Subcontractor Pregalification Form 2017 rev 2.1.pdf		

Masonry

Line#	Item #	Description	Quantity	UM	Unit Price
	RR-07	Restroom Exterior Masonry Walls	1.00	LS	29,994.00
	RR-08	Restroom Masonry Walls Interior	1.00	LS	25,325.00
	EQ-05	Equestrian Exterior Masonry Walls	1.00	LS	13,050.00
	EQ-06	Equestrian Interior Masonry Walls	1.00	LS	6,113.00

General Notes:

- This project is located at 13400 E Rio verde Dr, Scottsdale
- This Project is one we have & Will be starting Mid July, Ending Mid April 2019
- Bids to be Due May 21st End of Business Day
- There are no water facilities in the near vicinity of the project. Valley Rain will provide a water source at 118th Street & Rio Verde Dr (2 miles away from the project). Subcontractors requiring more than 200 gallons in a day will be require to provide for their own water.
- Project documents can be viewed and downloaded from Valley Rain's Document Box. Just follow instructions attached to this invitation.
- This is the Building package for the project. The link below also accesses the Site work package documents.
- <https://valleyrain.box.com/s/kqhrq7ezgaf7auo4mlr8voga86wzrpoa>
- There is another similar Trailhead project we are blding, Granite Mountain Trailhead, 2.5 miles away from this project. The Link for Granite Mountain trailhead is <https://valleyrain.box.com/s/vmvd44s0s4ifv3rvfs5x7wzxfvj6eq3>
- If you have not been prequalified by our company in the last year, please fill out the attached form & submit with your proposal.

MBE / DBE / SBE Certified
City of Phoenix, Tucson, ADOT



Licensed Bonded Insured

ROC 228921

PROPOSAL

8650 N 35th Ave Suite 114
Phoenix, Arizona 85051
Phone: 602-723-3675
Fax: 602-441-3252

Lazavila@altavistamasonry.com

Job Name:	Granite Mountain Trailhead Fraesfield Trailheads	Submitted to:	Valley Rain
Address:	31402 N 136th St. Scottsdale, AZ	Attn:	Jeff Reese/Byron Burkholder
Architect:	Smith Group JJR	Bid Date:	5/22/2018
Date of Plans:	5/1/2018	Addenda:	1

Prices are held for 30 days for the performance of
MASONRY, subject to the acceptability of the
Subcontract terms & conditions & will be incorporated
into the subcontract as an attachment.

Base Bid Price: \$ **26,572.00**

Inc.	Exc.	Place		Inc.	Exc.	Place	
X		X	Medium weight cmu per specs	X		X	Grout in masonry walls only
X		X	Normal weight cmu per specs	X		X	Rebar for masonry walls only
X		X	Special order cmu	X		X	Horizontal wire reinforcement
X		X	Integral color cmu	X		X	Control Joint
X		X	Dry block/Integral water repellant		X		Sprayed-in/Loose-fill insulation
	X		Pre-cast/cast stone		X		Steel Imbeds/straps
	X		Integral colored pre-cast/cast stone			X	Setting of Imbeds/Straps
	X		4" brick veneer		X		Anchor Bolts
	X		Thin brick veneer			X	Setting of Anchor bolts
	X		Glass block per plans/specs		X		Steel lintels
	X		Natural stone veneer per plan/spec			X	Setting of steel lintels
	X		Cultured stone veneer per plan/spec		X		Reglet/counter flashing
	X		Felt & installation			X	Setting of reglet/counter flashing
	X		Lathe & installation			X	Set hollow metal door frames
	X		Brown coat/scratch coat		X		Set frames after walls are built
	X		Finish stucco	X		X	Shoring for masonry lintels
	X		EIFS/Synthetic stucco		X		Wall bracing/Wall bracing engineering
	X		Footings		X		Setting of Steel Lintels in excess of 200 lbs
	X		Site Work		X		Dead man for wall bracing
	X		Rebar anchored to footings		X		Flashing
	X		Drill & epoxy		X		Caulking/Compressible filler
	X		Dry-packing for masonry imbeds		X		Paint/stain/anti-graffiti/waterproofing
	X		Concrete stems		X		Layout for other trades
	X		Concrete slabs		X		Engineering/Surveying of corners
	X		Dust control of Jobsite		X		Bond/sales tax/permit fees
	X		Masonry Shop Drawings		X		Temporary fencing/restrooms
	X		Testing & Inspections costs		X		Efflorescence removal after initial cleaning
	X		Hot/cold weather protection		X		Trash debris removed from premises
X		X	Trash debris placed in g.c. supplied dumpster		X		Residential Davis Bacon Wages
	X		Demolition		X		Indian Preference
	X		Highway Davis Bacon Wages (Cement Mason)		X		Commercial Davis Bacon Wages

Additional Conditions: Potable water must be available from time of commencement with hose attachment within 200' from building
We will install the following items supplied by others not exceeding 200 lbs: Steel lintels, anchor bolts
imbeds, weld plates, reglet. Wall penetrations (only if layed out by other trades during construction)

MBE / DBE / SBE Certified

City of Phoenix, Tucson, ADOT



Licensed Bonded Insured

8650 N 35th Ave

Suite 114

Phoenix, Arizona 85051

Phone: 602-723-3675

Fax: 602-441-3252

Revised

Page 2 of

2

ROC 228921

Lazavila@altavistamasonry.com

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Proposal from Alta Vista Masonry LLC For: Masonry	Addenda # 1	Date: 5/22/2018
MASONRY WORK: Limited to page (1) inclusions, exclusions and items specifically called out below built per plans & specs		
Granite Mountain Trailhead Main Bldg. & Equestrian Structure CMU walls & stems per plans		\$26,572.00
We PROPOSE hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of: As quoted above		\$26,572.00
ALTERNATES:		
Fraisfield Main Bldg. & Equestrian Structure CMU walls & stems per plans. ADD:		\$76,643.00
IF FOOTING ALTERNATES ARE ACCEPTED PLEASE ADD THE FOLLOWING EXCLUSIONS: HARD DIG, REMOVAL OF DIRT SPOILS, COMPACTION, BACKFILL, DUST CONTROL, ENGINEERING, SURVEY POINTS, IRRIGATION, LANDSCAPE, UTILITIES AND TRAFFIC CONTROL.		
		N/A
We PROPOSE hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of:		
Payment to be made as follows: 35% for Materials upon acceptance the rest on 30 day progress payments		
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra cost 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. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.		<div>Authorized Signature</div> <div>Lasaro Avila</div>

Dougherty Painting Company

An Equal Employment Opportunity Employer

PAINTING CONTRACTOR
COMMERCIAL – INDUSTRIAL
K-34 LICENSE NO. 159581
EMAIL: DPAINTCO@yahoo.com

8871 N. 79th AVENUE
PEORIA, AZ 85345-7902
OFFICE: 623-486-4126
FAX: 623-486-0981

May 29, 2018

Granite Mountain Trailhead

Concrete to be sandblasted and sealed at Main Building (w/storage) and Equestrian Building

Sandblasted concrete summary

Sandblast CIP walls – approximately 1,900 SF

Sandblast Seat walls – approximately 182 LF

Sandblast ADA Symbols – 8 each – HC stencil to be included

Sandblast 4" ADA Aisles – 4 each (344 LF /86 LF each) – layout and blast tape to be included.

One sandblast wall mock-up

"Wall Treatment"

Seal masonry – approximately 1,500 SF

Seal CIP wall and seat wall – approximately 2,500 SF

Paint doors – 7 each

One painted/sealed mock-up wall

Estimated cost:	Sandblasting \$ 16,000.00
	Paint/sealer: <u>4,000.00</u>
	Total: \$ 20,000.00

Sandblasting is based upon time frame and hard to breakdown on a SF basis. For budget purposes we respectfully submit the following.

Sandblast per SF: \$ 5.00

Sandblast HC Symbol: \$350.00 each

Seal walls with Vocomp 20per SF: \$ 0.70

Paint HM door and frame: \$ 100.00 each

Mock-up wall cost: \$ 500.00 each

Bush hammer walls and concrete floors are not included in the estimate for sealer cost above.
(Bush hammer and floor grinding, or polishing is excluded – we do not do these).

Dougherty Painting Company

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PAINTING CONTRACTOR
COMMERCIAL – INDUSTRIAL
K-34 LICENSE NO. 159581
EMAIL: DPAINTCO@yahoo.com

8871 N. 79th AVENUE
PEORIA, AZ 85345-7902
OFFICE: 623-486-4126
FAX: 623-486-0981

May 29, 2018

Fraesfield Trailhead

Concrete to be sandblasted and sealed at Main Building and Equestrian Building

Sandblasted concrete summary

Sandblast Seat walls – approximately 88 LF

Sandblast ADA Symbols – 8 each – HC stencil to be included

Sandblast 4" ADA Aisles – 4 each (344 LF /86 LF each) – layout and blast tape to be included.

One sandblast wall mock-up

"Wall Treatment"

Seal masonry and seat walls – approximately 3,500 SF

Paint doors – 7 each

One painted/sealed mock-up wall

Estimated cost:	Sandblasting \$ 11,000.00
	Paint/sealer: <u>3,750.00</u>
	Total: \$ 14,750.00

Sandblasting is based upon time frame and hard to breakdown on a SF basis. For budget purposes we respectfully submit the following.

Sandblast per SF: \$ 5.00

Sandblast HC Symbol: \$350.00 each

Seal walls with Vocomp 20per SF: \$ 0.70

Paint HM door and frame: \$ 100.00 each

Mock-up wall cost: \$ 500.00 each


Partitions & Accessories Company, division of L. R. Borelli, Inc.

Plugged \$350 for
AED Cabinet, Fire
Extinguisher &
Mop hanger

1220 South Pasadena Mesa, AZ 85210
Phone (480) 969-6606 | Fax (480)-969-0459

License ROC # CR60 110352
www.partitionsco.com Tax ID#07370669

Wednesday, May 23, 2018
Proposal # B-154502

Refer to proposal
number when you call

(Quote is good for 30 days from date of proposal)

TO:	Valley Rain Construction	JOB:	Fraesfield Trailhead Building Package
ATTN:		LOCATION:	
EMAIL:	Byron Burkholder <byron@valleyrain.com>	PHONE/FAX:	

NON CREDIT CUSTOMERS: In order to set up your job our payment terms are as follows:

1. If paying by check ---- 100% is due up front.
2. If paying by credit card ---- 50% is due up front and P&A Co. runs the balance of the job the day prior to install. A 3% fee will be added to contracts over \$3,000.00.

Specification Section – Toilet Partitions

- Provide (4) Accurate Stainless Steel (SATIN 4), overhead braced toilet partitions with standard chrome hardware & (1) urinal screens

Specification Section – Toilet Accessories * BID ALL ASI ACCESSORIES*

QTY	No.	Description	Manufacturer Name
3.00	150SX18	GRAB BAR	Gamco
3.00	150SX36	GRAB BAR	Gamco
3.00	150SX42	GRAB BAR	Gamco
5.00	360	Automatic Soap Dispenser	American Specialties Inc.
5.00	40	TPH	American Specialties Inc.
4.00	852	NAPKIN DISPOSAL	American Specialties Inc.
5.00	0620-A2436	CHANNEL FRAME MIRROR	American Specialties Inc.
3.00	AIRBLADE V-SN	HU02 V Sprayed Nickel	Dyson-B2B, Inc.
1.00	83392-09003	ADA Sign Men	P & A CO
1.00	83392-09005	ADA SIGN Women	P & A CO
1.00	83392-09007	ADA UNISEX SIGN	P & A CO
1.00	1315-4	UTILITY SHELF	American Specialties Inc.

Furnished & Installed: \$8,275.00

ADD.TAX: \$397.00

NOTE: Full height hinge/bracket systems for toilet partitions require flat and level wall surface for the full height of the hinge/bracket system. Partitions & Accessories Co. will not be responsible for any gaps created by different wall elevations due to a difference in materials.

Exclusions: Waiver of subrogation, bonds, cutouts, backing, blocking, liquidated damages, tackable wall panels, **hand dryer installation (if applicable)**, installation of owner furnished accessories, demolition, reinstallation of existing partitions & accessories, structural and header support, and drilling or tapping of the steel, sway braces or support systems, pocket doors. **Hand Dryers, material only – installation by others.**

To place the order, please sign and return a copy to us for processing.

Kevin Starnes | Estimator
480-969-6606 Phone | 480-969-0459 Fax

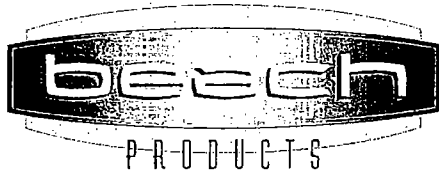
Partitions & Accessories Co.
Kevin@partitionsco.com

Customers without an open account or if material is non-stock may be required to pay 50% down. We require a credit application completed and approved prior to establishing an account. Customers with an open account are required to pay "net 10 days". We herewith submit our estimate for furnishing the material which is to be manufacturer's standard construction unless specifically mentioned. See Manufacturers catalog for further information. This quotation is based upon plans available to us as of this date. The price listed herein is subject to revision in the event of "last minute" addenda; bulletins; or amendments received by us after this date. Usage of any part of this proposal constitutes acceptance of the proposal and all associated terms and conditions in their entirety. Quotation is for immediate acceptance within 30 days, subject to change without notice thereafter. All shipments contingent upon strikes, fires, accidents or other delays beyond our control. If quotation is freight allowed, it is based on material delivered to tailgate, consignee's jobsite. Consignee responsible for unloading and storing of materials. Consignee shall inspect material and is solely responsible for shortage or damage if not recorded on freight bill. If there is a shortage or damage consignee is responsible for filing claim with carrier. ALL COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY FEES TO BE PAID BY PURCHASER. LATE CHARGES OF 10% OF THE UNPAID BALANCE WILL ACCRUE MONTHLY. (MINIMUM OF \$50.00 PER MONTH.) Any litigation necessary falls under the jurisdiction of Maricopa County, Arizona.

COMPANY _____

PRINTED NAME/TITLE: _____

ACCEPTED BY: _____



QUOTATION

P.O. Box 14468 Phoenix, AZ 85063
Phone (602) 272-6754 • Fax (602) 272-6797
www.beachproductsonline.com

Plugged \$200 for
AED Cabinet

PROJECT: **Granite Mountain & Fraesfield Trail Heads**
Scottsdale, AZ

DATE: **05/30/2018**
REF NO. **015928.AL**

STANDARD EXCLUSIONS:
Taxes, Bond, Backing, Caulking & Cut-Outs.

ACKNOWLEDGE 0 ADDENDUM

SCOPE OF WORK:

GRANITE MOUNTAIN TRAIL HEAD

TOILET PARTITIONS

HADRIAN

FLOOR MOUNTED OVERHEAD BRACED EMBOSSED STAINLESS STEEL WITH FULL HEIGHT
STAINLESS STEEL HARDWARE.

(4) COMPARTMENTS

(1) URINAL SCREEN

FURNISH & INSTALL **\$6,180.00**
ADD PRIVILEGE TAX **\$355.74**

TOILET ACCESSORIES

BRADLEY

(2) 812001 18 GRAB BAR

(2) 812001 36 GRAB BAR

(2) 812001 42 GRAB BAR

(3) 4781-11 NAPKIN DISPOSAL

(6) 7481 2436 STAINLESS STEEL MIRROR

(4) 6563 WALL MOUNTED SOAP DISPENSER

(1) 9933 MOP & BROOM HOLDER

ATLAS AMERICAN

(4) VPS-OFUX2 TOILET TISSUE HOLDER W/FULL SHROUD

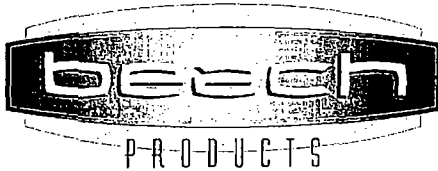
FURNISH & INSTALL **\$2,660.00**
ADD PRIVILEGE TAX **\$142.59**

e/m:

Payment to be made as follows: **NET 30 WITH APPROVED CREDIT APPLICATION**

Note: This proposal may be withdrawn by us if not accepted by: **06/29/2018**

andrew@beachaz.com



QUOTATION

P.O. Box 14468 Phoenix, AZ 85063
Phone (602) 272-6754 • Fax (602) 272-6797
www.beachproductsonline.com

PROJECT: **Granite Mountain & Fraesfield Trail Heads**
Scottsdale, AZ

DATE: **05/30/2018**
REF NO. **015928.AL**

STANDARD EXCLUSIONS:
Taxes, Bond, Backing, Caulking & Cut-Outs.

ACKNOWLEDGE 0 ADDENDUM

SCOPE OF WORK:

FRAESFIELD TRAIL HEAD

TOILET PARTITIONS

HADRIAN

FLOOR MOUNTED OVERHEAD BRACED EMBOSSED STAINLESS STEEL WITH FULL HEIGHT
STAINLESS STEEL HARDWARE.

(4) COMPARTMENTS

(1) URINAL SCREEN

FURNISH & INSTALL **\$6,180.00**
ADD PRIVILEGE TAX **\$355.74**

TOILET ACCESSORIES

BRADLEY

(3) 812001 18 GRAB BAR

(3) 812001 36 GRAB BAR

(3) 812001 42 GRAB BAR

(4) 4781-11 NAPKIN DISPOSAL

(7) 7481 2436 STAINLESS STEEL MIRROR

(4) 6563 WALL MOUNTED SOAP DISPENSER

(2) 9933 MOP & BROOM HOLDER

ATLAS AMERICAN

(5) VPS-OFUX2 TOILET TISSUE HOLDER W/FULL SHROUD

FURNISH & INSTALL **\$3,455.00**
ADD PRIVILEGE TAX **\$184.47**

e/m:

Payment to be made as follows: **NET 30 WITH APPROVED CREDIT APPLICATION**

Note: This proposal may be withdrawn by us if not accepted by: **06/29/2018** **andrew@beachaz.com**

MASTERCRAFT PLUMBING SERVICE LLC

16845 N. 29th Ave Ste.1-331 Phoenix, AZ 85053 Phone: 602-504-2144

Revised Proposal

DATE: May 31, 2018

Customer Valley Rain Construction
1614 E. Curry Rd.
Tempe, AZ 85281

ATTN: Tony
PHONE 480-949-2835
FAX 480-9661450

Proposal No: 1199

Job Name: Fraesfield Trailhead

Job Location: 31402 N. 136th st
Scottsdale, Az 85262

TYPE OF WORK

Plumbing Total **\$48,200.00**

Alternate Deduct for sheet P 2.1
Detail 1 and 2
Key notes -

P-224
P-225
P-223
P-214

and associated piping (\$4,650.00)

Deduct for L-1
Lavatories and fixtures and trim x5 (\$1,500.00)

Revised Total **\$42,050.00**

INCLUSIONS:

Soil, waste and vent (ABS).
Domestic water.
Fixtures and trim.
Owner supplied equip connections.
Price includes plumbing to 1 RO host

EXCLUSIONS:

Permits, fees, taxes, bonds and meters.
Trash and debris removal (to your dumpster).
Piping beyond 5' of structure / suite.
Hard soils, caliche excavation.
Boost system

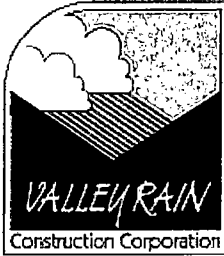
Thank you for allowing us to participate in this bid process with your firm, should you have any questions, please feel free to contact me directly at any time **(480) 797-6295**.

Sincerely,

James Chavez
Mastercraft Plumbing Service llc

PROPOSAL ACCEPTED

SIGNATURE



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:			
Address:	7447 East Indian School Road, Suite 205	Phone:	480-312-7869		
	Scottsdale, AZ 85251	Fax:	480-312-7971		
Project Name:	Fraesfield VRCC Misc Utility for Buildings		Bid Number:		
Project Location:			Bid Date: 5/23/2018		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

Equestrian Future Plumbing

U-3	2" Vent line for Horse Trough	1.00	LS	\$238.00	\$238.00
U-4	3" Drain line for Horse Trough	1.00	LS	\$412.00	\$412.00
U-5	3/4" Copper Water for Horse Trough	1.00	LS	\$561.00	\$561.00

Total Price for above Equestrian Future Plumbing Items: \$1,211.00

Restroom Future Plumbing

U-1	2" Drain line for Drinking fountain	1.00	LS	\$401.00	\$401.00
U-2	1/2" Copper Water for Drinking Fountain	1.00	LS	\$757.00	\$757.00

Total Price for above Restroom Future Plumbing Items: \$1,158.00

Total Bid Price: \$2,369.00

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.
- Assumes existing soils are acceptable for backfill

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
---	---



Quote #: Q00570
Project: Granite Mtn PRECAST CONCRETE I
SEATS
Date: 05-15-2018

4150 E. Magnolia Street
Phoenix, AZ 85034
Phone: 480-310-0929
Email: bobj@stimco.com

Submitted To:
Valley Rain Construction Corporation
Byron Burkholder
1614 E. Curry road
Tempe, AZ 85281

Sales Rep: Bob Jacot

Payment Terms: 50% Deposit to Place Order into Production....Balance Due in Full Prior to Shipment

Material Transfer: Local Delivery

Item #	Item Description	Quantity	Unit Price	Total
Concrete Bench	18"W x 96" L x 4"T. With protruding bolts and steel embeds. See shop Drawing for All Details. Any integral color with medium sandblast finish.	2	\$ 870.00	\$ 1,740.00
Mold Build	See Shop Drawing.	1	\$ 595.00	\$ 595.00

Material: Precast Concrete
Texture: Medium Sandblast

Color: Any Integral Color, You Pick?
Lead Time: FIVE WEEKS

Additional Info: SEE SHOP DRAWING

Sub Total: \$ 2,335.00

Shipping & Handling: \$ 495.00

Tax: \$ 0.00

Total: \$ 2,830.00

By signing this estimate, I acknowledge that I am ordering only what is listed on this estimate and corresponding shop drawings that will be provided. If the shop drawings provided are incorrect, or there are items missing from this estimate that are needed to fully complete the project, please notify us and we will make the necessary changes. If the order is produced as called out on this estimate and associated shop drawings, but is not correct, Precision Precast Group will not be held responsible. Payment terms detailed above must be followed accordingly to ensure timely availability of this order.

Please sign here to accept Quote #Q00570: _____

Thank you for the opportunity to earn your business!

Artistic Sandblasting & Engraving, LLC

Estimate

2018-095-COS
Exhibit C - Page 45 of 244

DATE

5/24/2018

Please Remit To:

PO Box 179

Laveen, AZ 85339-0179

602-237-4600 Fax 602-237-3434

NAME / ADDRESS

*Valley Rain Construction Corporation
1614 E Curry Road
Tempe, Arizona 85281
480-894-2835 Fax 480-966-1450*

PROJECT

P.O. NO.

TERMS

Net 30

DESCRIPTION	QTY	COST	TOTAL
<i>Sandblast on customer's * RR-15 seat wall* 282.00 SQ FT</i>	<i>1</i>	<i>2,256.00</i>	<i>2,256.00</i>
<i>Sandblast on customer's *EQ-11 Seat wall* 162.00 SQ FT</i>	<i>1</i>	<i>1,296.00</i>	<i>1,296.00</i>
<i>Sandblast on customer's *EQ-14 Horse Trough* 60.00 SQ FT</i>	<i>1</i>	<i>480.00</i>	<i>480.00</i>
<i>This bid is given with No details given as to conditions access or protection needed. *This is subject to change after details are received*</i>			
<i>Thank you for considering doing business with us.</i>	Total <i>\$4,032.00</i>		



GC Industries LLC

10105 E Via Linda Ste 103-257

Scottsdale, AZ. 85258

Phone (480) 483-2277

Az. Lic. # 199604

Proposal Submitted to:		Work To Be Performed At:	
		Job	Fraesfield Trail Head
Name	Valley Rain - Byron Burkholder	Address	Scottsdale, AZ
Address		Date	5/11/2018
Ph / Fax			

We are pleased to submit the following proposal for the above referenced project.

Caulking Scope:

RR-01: Sidewalk Sealant 200 LF: \$ 450.00

RR-10: Sealant of Restroom Bldg: \$ 500.00

EQ-02: Sealants for Sidewalk 40LF: \$ 100.00

EQ-08: Sealants for Equestrian Bldg: \$ 250.00

Excludes:

Over time hours, all lift equipment/scaffolding/swingstage, all other caulking not specified above, custom colors, primers, all interior horizontal joints, dissimilar materials, MPE penetrations, hollow metal windows, acoustical sealants, water testing, 3rd party inspections, liquidated damages, sales tax and any item not listed above.

We propose hereby to furnish materials and labor-complete in accordance with the above specifications for the sum of:

\$ One Thousand Three Hundred & 00/100 Dollars

with payments to be made as follows: Net 30 Days

Any alterations or deviation from above specifications involving extra costs will be executed only upon written change order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Greg Czajka

Note- this proposal may be withdrawn by us if not accepted within 60 days.

Terms and Conditions

Any outstanding balances not paid when due as agreed will accrue an interest charge of 1 1/2% per month from the due date of invoice until paid. Customer agrees to pay any collection costs, including reasonable attorney fees and court cost to the extent permitted by law.

Acceptance of Proposal

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

Date of Acceptance _____ Signature _____



GC Industries LLC

10105 E Via Linda Ste 103-257
Scottsdale, AZ. 85258
Phone (480) 483-2277
Az. Lic. # 199604

Proposal Submitted to:	Work To Be Performed At:
<i>Name</i> Valley Rain - Byron Burkholder	<i>Job</i> Fraesfield Trail Head
<i>Address</i>	<i>Address</i> Scottsdale, AZ
<i>Ph / Fax</i>	<i>Date</i> 5/11/2018

We are pleased to submit the following proposal for the above referenced project.

Caulking Scope:

RR-01: Sidewalk Sealant 200 LF: \$ 450.00

RR-10: Sealant of Restroom Bldg: \$ 500.00

EQ-02: Sealants for Sidewalk 40LF: \$ 100.00

EQ-08: Sealants for Equestrian Bldg: \$ 250.00

Excludes:

Over time hours, all lift equipment/scaffolding/swingstage, all other caulking not specified above, custom colors, primers, all interior horizontal joints, dissimilar materials, MPE penetrations, hollow metal windows, acoustical sealants, water testing, 3rd party inspections, liquidated damages, sales tax and any item not listed above.

We propose hereby to furnish materials and labor-complete in accordance with the above specifications for the sum of:

\$ One Thousand Three Hundred & 00/100 Dollars

with payments to be made as follows: Net 30 Days

Any alterations or deviation from above specifications involving extra costs will be executed only upon written change order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Greg Czajka

Note- this proposal may be withdrawn by us if not accepted within 60 days.

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Acceptance of Proposal

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

Date of Acceptance _____ Signature _____



20615 N. 29th Place, Phoenix, AZ 85050
602-788-1670 –Office / 602-788-1631 – Fax
Commercial ROC196113 / Residential ROC196099

PROPOSAL

Date: May 21, 2018

To: Valley Rain Construction
Attn: Sami Dannaoui
1614 E. Curry Rd.,
Tempe, AZ 85281

We are pleased to submit the following proposal:

Project Name: Fraesfield Trailhead
Address: 13400 E Rio Verde Dr, Scottsdale, AZ

Work to be performed: To furnish and install Urethane Sealant @ the following conditions:

- HMD
- Slab to Building
- Sidewalk EJ

Total Labor & Material \$1,931.00

Textura Fee (If Applicable) \$TBD
Pollution Insurance \$3,000,000 Limit (If Applicable) \$500.00

AK&J Sealants shall warranty the above work to be free of defects per specifications.

Exclusions: Sales tax unless noted above and all other materials and/or accessories not specifically noted in the work to be performed above.

Performance of work to be done in accordance with the best developed industry standards and techniques in compliance with the manufacturers' recommendations. *AK&J Sealants* carries workman compensation, public liability and property damage insurance. Our insurance carrier(s) upon acceptance of the bid will issue a certificate. This proposal is based upon current labor and material pricing and is subject to review and rebid if not accepted within 60 days of the date herein. Any deviation or alteration to the above scope of work and material proposed must be agreed upon in writing prior to any materials being installed, or any labor being performed. This proposal must be included as an exhibit to your contract, or this proposal and the scope described above is binding in lieu of a formal contract.

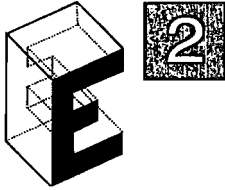
Thank you for your consideration of our services,

Acceptance of proposal, please sign below

A handwritten signature in black ink, appearing to read 'Josh Peters', is written over a horizontal line.

Josh Peters, Estimator

Date: _____



E² INNOVATIONS, INC.

4001 North 28TH Avenue - Phoenix, Arizona 85017

Phone: (602) 212-9515 - Fax: (602) 212-9512

e-mail e2i@e2innovations.com , Web: www.e2innovations.com

March 19, 2018

Byron Burckholder
Valley Rain Construction Inc.
1614 E. Curry Road
Tempe Arizona 85281

Quote #A7509

Dear Byron:

We are pleased to present you with the following quotation, for the Fraesfield Trailhead in accordance with the RFQ you e-mailed on 5-9-18. The quote includes shop drawings, materials, fabrication and installation for the items noted.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price/pc</u>	<u>Amount</u>
1	Restroom Signs (Men and Women symbols)	2	\$112.50	\$225.00
2	Information Display Case	1	\$750.00	\$750.00
Grand Total				\$975.00

Plugged \$1,750 for room ID Signs

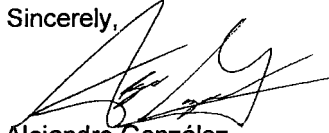
Prices do not include applicable sales tax. Unless specified, delivery charges are not included in the quoted price.

See Signage
package Quote

Payment given upon acceptance and return of signed quotation and receipt of 50% of invoice amount. Delivery time will be scheduled upon order confirmation. Full payment is due on delivery. Arizona Tax Exemption Certificate 5000 must be on file prior to your order's being invoiced. If invoice is processed with tax a refund will not be issued. The customer is responsible to pay all applicable sales tax on the order. Prices quoted are valid for 30 days.

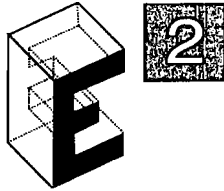
We look forward to working with you and servicing your metal cutting needs. If you have any questions, please don't hesitate to contact me at 602-212-9515.

Sincerely,


Alejandro González

Accepted

Date



E² INNOVATIONS, INC.

4001 North 28TH Avenue - Phoenix, Arizona 85017

Phone: (602) 212-9515 - Fax: (602) 212-9512

e-mail e2i@e2innovations.com , Web: www.e2innovations.com

May 21, 2018

Tony Viola
Project Manager
Valley Rain Construction Inc.
1614 E. Curry Road
Tempe Az 85281

Estimate #A7510

Dear Tony:

We are pleased to present you with the following quotation for *estimating purposes only* for the Fraesfield and Granite Trailheads. The quote is in accordance with your email dated 5-9-18, the "Sign Ideas" drawing you provided in your email, and previous similar work we have completed for the City of Scottsdale.

<u>FRAESFIELD TRAILHEAD</u>				
<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price/pc</u>	<u>Amount</u>
1	iZone Panels for 8'x10' Area			\$8,500.00
	Drop Slot for Safe		\$400.00	
	Brochure Rack		\$500.00	
2	Relocate Existing Map Stand		\$600.00	
	Map Box		\$150.00	
	Map Sign Panel (Printed ACM)		\$180.00	
	New Sign Stand w/iZone Panel (32"x24")		\$1,900.00	
3	Dog Safety Sign Stand w/iZone Panel		\$1,500.00	
4	Hanging Restroom Signs		\$450.00	
5	Panorama iZone Sign with Frame/Stand		\$5,800.00	
6	Photo & Interpretive iZone Sign and Frame/Stand		\$5,800.00	
7	Rules & Regulations Sign (Printed ACM)		\$1,100.00	
8	Volunteer Mobile Cart		\$2,800.00	
Other	Directional Signs		\$350.00	
Other	No Overnight Parking Signs		\$350.00	
Other	Pedestrian Trail Crossing Signs		\$350.00	
Other	Trail Directional Signs: 6"x6" Galv. w/Printed Vinyl (Head Only)		\$18.20	
Other	Trail Directional Signs: 9"x12" Galv. w/Printed Vinyl(Head Only)		\$22.35	

Add \$5,000.00 for unforeseen

<u>GRANITE TRAILHEAD</u>				
<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price/pc</u>	<u>Amount</u>
1a/1b	iZone Panels for 8'x10' Area		\$8,500.00	
2	Bulletin Board (24"x36"x3.5")		\$600.00	
	Brochure Rack		\$500.00	
	New iZone Sign Panel		\$1,500.00	
3	New iZone Sign Panel		\$1,500.00	
	Drop Slot for Safe		\$400.00	
	Brochure Rack		\$500.00	
4	Relocate Existing Map Stand		\$600.00	
	Map Box		\$150.00	
	Map Sign Panel (Printed ACM)		\$180.00	
	New Sign Stand w/iZone Panel (32"x24")		\$1,900.00	
	Dog Safety Sign Stand w/iZone Panel		\$1,500.00	
5	Hanging Restroom Signs		\$450.00	
6	Rules & Regulations Sign (Printed ACM)		\$1,100.00	
7	Volunteer Mobile Cart		\$2,800.00	
Other	Directional Signs		\$350.00	
Other	No Overnight Parking Signs		\$350.00	
Other	Pedestrian Trail Crossing Signs		\$350.00	
Other	Trail Directional Signs: 6"x6" Galv. w/Printed Vinyl (Head Only)		\$18.20	
Other	Trail Directional Signs: 9"x12" Galv. w/Printed Vinyl(Head Only)		\$22.35	

Add \$5,000.00 for unforeseen

Prices do not include applicable sales tax or permits.

We look forward to working with you and servicing your metal cutting and signage needs. If you have any questions, please don't hesitate to contact me at 602-212-9515.

Sincerely,

Eric S. Bolze, P.E.

Accepted

Date



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

Request For Quote

Submitted To:	Sierra Signs (SBE, DBE, MBE, WBE)	Contact:	Teri Davis
Address:	830 E Southern Mesa, AZ 85204	Phone:	(480) 835-0168
		Fax:	(480) 835-0005
Project Name:	2017.12.15 Fraesfield Trailhead Building Package	Bid Number:	
Project Location:		Bid Date:	10/3/2017
Estimator:			
Attachments:	Instructions for Document Downloading.pdf, Pre Qual cover letter 2017.pdf, USE TEMPLATE Subcontractor Prequalification Form 2017 rev 2.1.pdf		

Signage Specialty

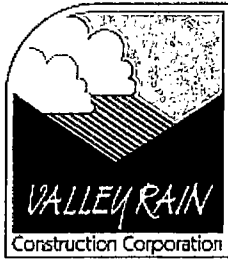
LS 22650.00

Line#	Item #	Description	Quantity	UM	Unit Price
	SS-1	Restroom Signs Main Building, per schedule & details ,A7.0 (sht 39) men/women	2.00	LS	1100 ea
	SS-1	Restroom Signs Equestrian Building, per schedule & details,A7.0 (sht 39) unisex	1.00	LS	1100 ea
	SS-2	Informational Display Case	1.00	EACH	8000.00 ea
	SS-1	Trash sign	5.00	EACH	650.00 ea
	SS-1	Recycle Sign	5.00	EACH	650.00 ea
	SS-1	Manure Sign	1.00	EACH	650.00 ea

General Notes: Room Name signs

7.00 EACH 600.00 ea

- This project is located at 13400 E Rio verde Dr, Scottsdale
- This Project is one we have & Will be starting Mid July, Ending Mid April 2019
- Bids to be Due May 21st End of Business Day
- There are no water facilities in the near vicinity of the project. Valley Rain will provide a water source at 118th Street & Rio Verde Dr (2 miles away from the project). Subcontractors requiring more than 200 gallons in a day will be require to provide for their own water.
- Project documents can be viewed and downloaded from Valley Rain's Document Box. Just follow instructions attached to this invitation.
- This is the Building package for the project. The link below also accesses the Site work package documents.
- <https://valleyrain.box.com/s/kqhrq7ezgaf7auc4mlr8voga86wzrpoa>
- There is another similar Trailhead project we are bidding, Granite Mountain Trailhead, 2.5 miles away from this project. The Link for Granite Mountain trailhead is <https://valleyrain.box.com/s/vmvd44s0s4ifv3rvfs5x7wzxfv6eg3>
- If you have not been prequalified by our company in the last year, please fill out the attached form & submit with your proposal.

**VALLEY RAIN CONSTRUCTION CORP.**

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	Fraesfield Building Site Furnishing Installation VRCC	Bid Number:	
Project Location:		Bid Date:	5/23/2018
Item #	Item Description	Estimated Quantity	Unit
		Unit Price	Total Price

Site Furnishings

SF-03	Bike Racks	10.00	EACH	\$26.10	\$261.00
SF-04	Bike Rail	2.00	EACH	\$125.00	\$250.00
SF-05	Hitching Post Supply& Install	2.00	EACH	\$125.00	\$250.00
SF-08	Trash & Recycle Receptacles	10.00	EACH	\$107.00	\$1,070.00

Total Price for above Site Furnishings Items: \$1,831.00**Restroom**

RR-14	Concrete & Steel Bench	2.00	EACH	\$653.00	\$1,306.00
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Total Price for above Restroom Items: \$1,306.00**Total Bid Price:** \$3,137.00**Notes:**

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
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VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

Additional Items Plugged
Bug Screen & Magnets \$2,400

Request For Quote

Submitted To:	Cave's Canopies And Steel, Inc.	Contact:	Stacey
Address:	P.O. Box 2988 Apache Junction, AZ 85217	Phone:	480-982-0890
Project Name:	2017.12.15 Fraesfield Trailhead Building Package	Fax:	480-982-1083
Project Location:		Bid Number:	
Estimator:		Bid Date:	10/3/2017
Attachments:	Instructions for Document Downloading.pdf, Pre Qual cover letter 2017.pdf, USE TEMPLATE Subcontractor Prequalification Form 2017 rev 2.1.pdf		

Steel Siding

Line#	Item #	Description	Quantity	UM	Unit Price
	RR-06	Restroom Exterior wall Steel	1.00	LS	no bid
	EQ-04	Equestrian Exterior wall Steel	1.00	LS	no bid

These Items are using a plugged price for future award to Cave's
\$51,250 plug

Steel Structural

Line#	Item #	Description	Quantity	UM	Unit Price
	SF-03	Bike Rack - Supply	10.00	EACH	400. / 4000.
	SF-03	Bike Rack steel Supply	10.00	EACH	400. / 4000
	SF-04	Hitching post Steel Supply	2.00	EACH	500 / 1000
	SF-05	Hitching post Steel Supply	2.00	EACH	500 / 1000
	SF-08	Trash & Recycle Receptacles Supply	5.00	EACH	850 / 4250
	RR-04	Restroom All Structural Steel	1.00	LS	145,000.
	RR-05	Deck & Structural Framing	1,170.00	SF	35,100.
	RR-05	Steel Railing at deck	90.00	LF	11,700.
	RR-14	Steel - Bench Framing	1.00	LS	400. -
	EQ-03	Equestrian All Structural Steel	1.00	LS	45,900.
	EQ-03	Equestrian Steel Fence & Gate at storage area	1.00	LS	no bid
	HS-1	Host Site Steel Shade Structures	2.00	EACH	55000. / 110,000.

Corrected price to
\$80 per loop

Corrected for Bike
rail 2ea @ 500/ea

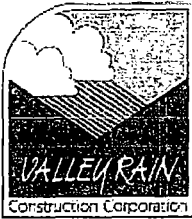
Revised to \$95,004

This item is being
awarded to
Caliente ironworks

General Notes:

- This project is located at 13400 E Rio verde
- This Project is one we have & Will be starting Mid July, Ending Mid April 2019
- Bids to be Due May 21st End of Business Day
- There are no water facilities in the near vicinity of the project. Valley Rain will provide a water source at 118th Street & Rio Verde Dr (2 miles away from the project). Subcontractors requiring more than 200 gallons in a day will be require to provide for their own water.
- Project documents can be viewed and downloaded from Valley Rain's Document Box. Just follow instructions attached to this invitation.
- This is the Building package for the project. The link below also accesses the Site work package documents.
- <https://valleyrain.box.com/s/kghrq7ezqaf7auo4mlr8voga86wzrpoa>

Allen Bynon



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

Additional Items Plugged
Bug Screen & Magnets \$2,400

Request For Quote

Submitted To:	Caliente Ironworks (SBE, DBE)	Contact:	Mark Coffey
Address:	PO BOX 899 Carefree, AZ 85377	Phone:	(623) 465-5389
Project Name:	2017.12.15 Fraesfield TH 30%	Fax:	(632) 465-5389
Project Location:		Bid Number:	
Estimator:		Bld Date:	10/3/2017
Attachments:	Instructions for Document Downloading.pdf		

22 Site Furnish Install (See SF-7a)

Line#	Item #	Description	Quantity	UM	Unit Price
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24 Steel Miscellaneous

Line#	Item #	Description	Quantity	UM	Unit Price
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25 Steel Structural

Line#	Item #	Description	Quantity	UM	Unit Price
SF-04		Hitching post Steel Supply 325.00 EA FOR B	2.00	EACH	650.00
SF-05		Hitching post Steel Supply 325.00 EA FOR B	2.00	EACH	650.00
RR-03		Restroom All Structural Steel (COR 10 DECK "AESS" S.S. NOT CORE 10)	1.00	LS	229,152.00
RR-03		Deck & Structural Framing EQ. STRUCTURE (1205 S.F.)	1,170.00	SF	38,560.00
RR-03		Steel Railing at deck (MAIN STRUCTURE ONLY) DECK 1170 S.F.	90.00	LF	11,250.00
RR-04		Restroom Exterior wall Steel (INCL EQUESTRIAN WAUS)	1,800.00	SF	43,200.00
					133,750.00
					455,912.00

General Notes (STEEL GRATE DECKING 1,071 S.F.)

- This project is located at 7th Avenue & Carefree Hwy.
- There are no water facilities in the near vicinity of the project. Contractor is responsible to secure a water source and providing all necessary water and storage devices for construction activities.
- This Project is Price Revised to starting Mid July, Ending Mid November
- Project doc \$96,000
- See the Link below to access the bid Documents
- https://valleyrain.box.com/signup/collablink/d_3874831089/3b10d1a02f982

(INITIAL QUOTE NOT TO BE USED)

SEE BELOW OTHER SCOPE ITEMS

- * Host Site see G.M.T.H. for item (46,384.00 EACH)
- * SEE G.M.T.H. FOR MKL STEEL NOT REQUESTED HERE.
- * NO EXCAVATION, NO CONC, NO FINISH PAINT, NO TAX INCL.
- * Steel price is only 30 days.

Host Canopies
Awarded to
Caliente

Thank you!

Mark

5/7/2018 5:37:26 PM

Page 1 of 1

I Believe (2) Host site canopies add 92,768.00 to ABOVE INITIAL QUOTE, TOTAL SHOULD BE 548,680.00 WITH SCOPE SHOWN —

MC

ATI 10M J



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

Brian

Request For Quote

Submitted To:	Moreno Welding, Inc.	Contact:	Monica Moreno
Address:	3414 South 3rd Place Phoenix, AZ 85040	Phone:	602-276-9508
		Fax:	602-268-5812
Project Name:	2017-12-15 Fraesfield Trailhead Building Package	Bld Number:	
Project Location:		Bld Date:	10/3/2017
Estimator:			
Attachments:	Instructions for Document Downloading.pdf, Pre Qual cover letter 2017.pdf, USE TEMPLATE Subcontractor Prequalification Form 2017 rev 2.1.pdf		

Steel Siding

Item #	Description	Quantity	UM	Unit Price
RR-05	Restroom Exterior wall Steel	1.00	LS	\$ 62,510 ⁰⁰
EQ-04	Equestrian Exterior wall Steel	1.00	LS	\$ 33,886 ⁰⁰

Steel Structural

Item #	Description	Quantity	UM	Unit Price
SF-03	Bike Rack - Supply	10.00	EACH	\$ 2,163 ⁰⁰ X 2
SF-03	Bike Rack steel Supply	10.00	EACH	\$ 2,163 ⁰⁰ X 2
SF-04	Hitching post Steel Supply	2.00	EACH	\$ 1,795 ⁰⁰ X 2
SF-05	Hitching post Steel Supply	2.00	EACH	\$ 1,795 ⁰⁰ X 5
SF-08	Trash & Recycle Receptacles Supply	5.00	EACH	\$ 3,216 ⁰⁰ X 5
RR-04	Restroom All Structural Steel	1.00	LS	177,444 ⁰⁰
RR-05	Deck & Structural Framing	1,170.00	SF	148,292 ⁰⁰
RR-05	Steel Railing at deck	90.00	LF	\$ 13,500 ⁰⁰
RR-14	Steel - Bench Framing	1.00	LS	300 ⁰⁰
EQ-03	Equestrian All Structural Steel	1.00	LS	93,454 ⁰⁰
EQ-03	Equestrian Steel Fence & Gate at storage area	1.00	LS	27,896 ⁰⁰
RS-11	Rest Site Steel Shade Structures	2.00	EACH	\$ 80,085 X 2

General Notes

- This project is located at 18400 E Rio Verde Dr., Scottsdale
- This project is one we have & will be starting Mid July/ending Mid April 2019
- Bids to be Due May 21st End of Business Day
- While there are no water facilities in the near vicinity of the project, Valley Rain will provide a water source at 118th Street & Rio Verde Dr. (miles away from the project). Subcontractors requiring more than 200 gallons in a day will be require to provide for their own water.
- Project documents can be viewed and downloaded from Valley Rain's Document Box. Just follow the link provided in this invitation.
- This is the Bld drawing for the project. The link below also accesses the Site work package documents.
- <http://www.valleyrain.com/links/72724/raucnllvov-bowzmpa>

From: Sami Dannaoui
Sent: Wednesday, May 30, 2018 11:01 AM
To: Byron L. Burkholder; Jeff Rees
Cc: Tony Viola
Subject: FW: Request for quote; Fraesfield Added Building Trades

Hi Byron and Jeff,
Below is Sexton Pest control quote for reference.

Sami Dannaoui

From: Ken Fincel [<mailto:kfincel@sextonpestcontrol.com>]
Sent: Wednesday, May 23, 2018 1:28 PM
To: Sami Dannaoui
Cc: Nichole Hedges
Subject: RE: Request for quote; Fraesfield Added Building Trades

Sami I could not get the files to open , but based on the information I was able to get both properties have 4300 SF of treatable area, I can do each foe \$1634.00 using the Termiticide Adonis mixed at 5% and this price would include a 5 year warranty.

Ken Fincel
Sexton Pest control
602 796-4627

From: Sami Dannaoui [<mailto:SDannaoui@valleyrain.com>]
Sent: Tuesday, May 22, 2018 3:33 PM
To: Ken Fincel
Subject: FW: Request for quote; Fraesfield Added Building Trades

Hey Kim,
Attached is the original invitation
Also I am requesting another quote for Granite mtn TH project which is 3-4 miles away from Fraesfield (You can find the link in the same RFQ at the bottom) and they are similar projects starting at the same time.
Both sites termite area is 4300 SF.

Sami Dannaoui

From: Sami Dannaoui [<mailto:sdannaoui@valleyrain.com>]
Sent: Tuesday, May 22, 2018 3:32 PM
To: Kim
Subject: Request for quote; Fraesfield Added Building Trades

I am requesting that bids be submitted by May 21st, End of Business day.

This Building Package is in addition to the Fraesfield Trailhead Site Package.

Site work is also included in the link below

<https://valleyrain.box.com/s/kqhrq7ezgaf7auo4mlr8voga86wzrpoa>

Please contact me if you should have any questions.

Thanks,

Byron Burkholder

--(Scanned by Message Lab)---

--(Scanned by Message Lab)---

--(Scanned by Message Lab)---



WOOD DESTROYING ORGANISM TREATMENT AGREEMENT

Inspection Date: 5/22 2018
Initial Treatment Date: _____

Branch #: 141
Treatment Notice Location:
☒ Electrical Box ☐ Hot Water Heater ☐ Other (specify): _____

This AGREEMENT is made between TRULY NOLEN OF AMERICA, INC., (hereinafter referred to as "TRULY NOLEN") and the BUYER, as follows:

VALLEY RAIN - FRAESFIELO

BUYER:
13400 E. RIO VERDE DR.
TREATMENT STREET ADDRESS (PROPERTY TREATED)
SCOTTSDALE AZ 85262
CITY STATE ZIP
480 387-7754
HOME PHONE:

BILLING AGENT:
BILLING STREET ADDRESS (MAILING ADDRESS)
CITY STATE ZIP
BILLING PHONE:

Building Type: ☐ single family home ☐ multi-family residence ☐ detached garage
☒ other (specify) COMMERCIAL

Linear Ft. 1000 Square Ft. 4300
Cubic Ft. _____

Buyer's Email Address: SOANNA@VALLEYRAIN.COM

WOOD DESTROYING ORGANISM (WDO): Treatment will only cover those WDO types specified and paid for by the BUYER.	Treatment based on our inspection that reveals (check one column per organism) Active Infestation Evidence of Infestation Preventative or Pretreats	Proposed Services Valid for 90 Days Enter Amount	Service(s) Chosen by the BUYER
A. TOTAL TERMITE PROTECTION Premium Service covers all termites.		\$	\$
B. SUBTERRANEAN BARRIER PLUS Includes Formosan termites.		\$	\$
C. SUBTERRANEAN TERMITES ONLY Excludes Formosan termites.		<u>\$ 3575.00</u>	<u>\$ 3575.00</u>
D. TRU-GUARD SERVICE FOR DRYWOODS ONLY.		\$	\$
E. INSPECTION & CONDITIONAL TREATMENT WARRANTY <input type="checkbox"/> Subterranean <input type="checkbox"/> Drywoods		\$	\$
F. OTHER State or Tarf Fee:	<u>X</u>	\$	<u>\$ 2.00</u>

If in the future it is determined a fumigation is necessary, TRULY NOLEN will provide this service, at a 40% reduction of our \$ 3577.00
BUYER'S INITIALS cost. TOTAL AMOUNT

THE SERVICES OFFERED BY TRULY NOLEN UNDER THIS AGREEMENT INCLUDE THE APPLICATION OF MATERIAL REGISTERED WITH THE ENVIRONMENTAL PROTECTION AGENCY IN AN EFFORT TO LIMIT, DETER, INHIBIT, RESTRAIN, HINDER, IMPEDE OR CONTROL THOSE WOOD DESTROYING ORGANISMS SPECIFIED BY THE BUYER ON THE FACE OF THIS AGREEMENT. FACTORS BEYOND TRULY NOLEN'S CONTROL CAN DIMINISH THE EFFECTIVENESS OF TREATMENT. COMPLETE ELIMINATION, CONTROL OR ABSOLUTE PREVENTION IS NOT ALWAYS POSSIBLE. FOR THESE REASONS, TRULY NOLEN OFFERS YOUR CHOICE OF ONE OF THE FOLLOWING LIMITED GUARANTEES:

REPAIR & RE-TREATMENT GUARANTEE OPTION - The REPAIR & RETREATMENT GUARANTEE provides that in the event of continued subsequent infestation by the wood destroying organisms initially treated TRULY NOLEN will retreat the structure or affected portion, while this agreement is in effect. Additionally, TRULY NOLEN will provide for the repair of NEW structural damage as may be caused by new or continued infestation. SEE DETAILS ON BACK PAGE, ITEM #2.

RE-TREATMENT ONLY GUARANTEE OPTION - This RETREATMENT ONLY GUARANTEE provides that, in the event of continued or subsequent infestation by the wood destroying organisms initially treated, TRULY NOLEN will retreat the structure or affected portion, while this agreement is in effect. SEE DETAILS ON BACK PAGE, ITEM #3.

NO GUARANTEE OPTION - Provides NO GUARANTEE for the services provided. SEE DETAILS ON BACK PAGE, ITEM #4.

Cost of Initial Treatment \$ 3575.00
Additional Guarantee Renewal Fees Prepaid:
_____ yrs @ \$ _____ \$
X Other Charges TARF \$ 2.00
Sales Tax (if applicable) _____ \$
1. TOTAL CASH PRICE \$ 3577.00
2. Less Down Payment _____ \$
3. Less Other _____ \$
4. Balance of Total Cash Price Due Upon Completion _____ \$
5. Balance to be Financed _____ \$
6. INTEREST CHARGES _____ \$
7. Deferred Payment Price (Item 5 plus Item 6) ... \$ _____

Disclaimers, limitations, conditions and exclusions apply to Truly Nolen's obligation to retreat or repair the premises. See below and on the back page for complete details.

Payment Method: ☐ Cash ☐ Check # _____
☐ MC ☐ VISA ☐ AMEX ☐ DISC
Card # _____ Expires: _____
RETURNED CHECKS. There will be a \$25 fee for returned checks.

Finance Method: 3 MO. _____ 6 MO. _____ 9 MO. _____ OTHER _____
LATE FEE. Any time a payment is late by more than 10 calendar days, there will be a Late Fee of \$25 added to the Outstanding Balance. Additionally, Finance Charges will begin to accrue on the outstanding balance the day after payment is due. The Finance Charge (Item 6) is applied at a monthly rate of 1.0% (12% Annual Rate).
DEFERRED PAYMENT. Price (Item 7) is payable in lawful money of the United States of America in _____ successive minimal monthly payments of \$ _____ commencing on the (circle one) 4th 17th _____ with a final payment of \$ _____ due _____.

THERE IS NO GUARANTEE UNTIL INITIAL AND RENEWAL PAYMENTS ARE MADE ACCORDING TO TERMS.

GUARANTEE RENEWAL OPTION(S): For the Treatment(s) specified by the BUYER, payment for the Initial Treatment(s) includes a one (1) year guarantee as specified on the back page. At BUYER's option and for BUYER's further protection, this Guarantee may be renewed annually.

The GUARANTEE RENEWAL FEE will be \$ 450.00 per year due before the end of _____ (month/year). Failure to timely pay the RENEWAL FEE will excuse TRULY NOLEN's performance under the contract and Guarantee. TRULY NOLEN may reinstate the Guarantee and allow renewal in its sole discretion, and offer a satisfactory inspection of the premises. After two (2) renewal years, the RENEWAL FEE may be modified by TRULY NOLEN. TRULY NOLEN will inspect the property annually upon request at the owner of the property, while the Guarantee renewal option is in effect. For your annual inspection, please contact your local TRULY NOLEN office.

AUTOPAY OPTION: A 10% autopay renewal discount is available. BUYER must elect auto deduction starting one (1) month after completion of work. This deduction would be on the 4th or 17th of the month in the amount of \$ _____. This option can be canceled at the customer's discretion on an annual basis.

BUYER'S RIGHT TO CANCEL: If this is a home solicitation sale, and if you do not want the goods or services, you may cancel this AGREEMENT by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services, and must be delivered or postmarked before midnight of the third business day after you sign this AGREEMENT. If you cancel this AGREEMENT, the seller may not keep all or part of any cash down payment. Truly Nolen will deliver services after the three (3) day period, unless requested to be sooner by you, in which case you waive the BUYER's right to cancel.

IT IS IMPORTANT THAT YOU READ THE ENTIRE AGREEMENT ON BOTH SIDES OF ALL PAGES BEFORE SIGNING.

Truly Nolen of America, Inc.

License # C4020A

ACCEPTED (ACCEPTANCE REQUIRED WITHIN 30 DAYS OF INSPECTION DATE)

615 V. DEER VALLEY #125 623 434 3302

Office Address _____ Phone _____
REHAN YADAV Rishi 051014
Inspector # _____

BUYER or Authorized Agent of BUYER

TRANSACTION DATE

Branch Manager Approval



LIMITATION OF LIABILITY: Except for repair damage specifically covered by the purchase of a REPAIR & RETREATMENT GUARANTEE, the liability of TRULY NOLEN for treatment, re-inspection, re-treatment, or claims arising out of or relating to the interpretation, performance or breach of this AGREEMENT, or any claim for damages under statute or common law injury caused by performance, and/or negligence or any other tort claim in the inducement or performance of the AGREEMENT, shall not exceed the cumulative aggregate sum of \$5,000.00 for the entire period covered by this AGREEMENT or, if there is no Guarantee, the purchase price of services. In no event shall either party be liable to the other for indirect, special or consequential damages including, but not limited to, diminished resale value of a home or its contents, loss of use of the home or its contents, punitive damages, attorneys' fees or loss of anticipated profits.

2018-095-COS

GENERAL TERMS AND CONDITIONS

Exhibit C - Page 60 of 244

1. **WARNING - PESTICIDES AND TERMITICIDES CAN BE HARMFUL!** Truly Nolen applies EPA registered chemicals. TRULY NOLEN will, upon request, provide detailed Safety Data Sheets (SDS) on materials to be used. BUYER AGREES TO ADVISE ALL POTENTIAL OCCUPANTS OF THE STRUCTURE(S) TO CONSULT WITH THEIR PHYSICIAN IF THEY OR ANY MINOR CHILDREN MAY BE SENSITIVE TO CHEMICALS AND/OR CHEMICAL ODORS BEFORE ALLOWING PERFORMANCE OF EACH TREATMENT AND TO AVOID THE PREMISES AS THE PHYSICIAN ADVISES.
2. **REPAIR & RETREATMENT GUARANTEE OPTION.** If the term "REPAIR & RETREATMENT GUARANTEE" is offered by TRULY NOLEN and specified by the BUYER on this AGREEMENT'S front page, a REPAIR & RETREATMENT GUARANTEE applies to the AGREEMENT, subject to all limitations of liability and other provisions of this AGREEMENT, including payment of all initial and renewal fees. This REPAIR & RETREATMENT GUARANTEE provides that, in the event of a continued or subsequent infestation by any of the wood destroying organisms initially treated, as specified by the BUYER on the face of this AGREEMENT, TRULY NOLEN will re-treat the structure(s), or affected portions thereof, for one (1) year after the initial treatment, and during each additional year of the optional renewal period, in accordance with the terms of this AGREEMENT. A request for re-treatment or inspection must be reported during the initial or renewed term of this AGREEMENT. Additionally, during the period the AGREEMENT is in effect, TRULY NOLEN will provide for the repair of new structural damage to the structure(s) as may be caused by a new or continued infestation of wood destroying organisms initially treated, as specified by the BUYER, provided that the initial treatment and REPAIR & RETREATMENT GUARANTEE Renewal fees are paid in accordance with the terms of the AGREEMENT, and is limited to those repairs undertaken with TRULY NOLEN's shall not exceed the cumulative aggregate sum of \$1,000,000.00 for all covered structures for the entire period covered by the AGREEMENT, and is limited to those repairs undertaken with TRULY NOLEN's prior-written approval. This limited guarantee does not apply to exposed or unexposed damage that may have existed at the date of the initial treatment. The habits of the organisms and other conditions beyond TRULY NOLEN's control may create the need for multiple treatments over a period of time. Therefore, new damage will be defined as damage that occurs after the initial treatment date and is caused by a new infestation of wood destroying organisms initially treated, as selected by the BUYER and shall be substantiated by the presence in the damaged area of an active infestation of the specified wood destroying organism. **AFTER FOUR (4) RENEWAL YEARS, THE REPAIR & RETREATMENT GUARANTEE REVERTS AUTOMATICALLY TO A RETREATMENT ONLY GUARANTEE, as described below in #3, unless the TOTAL TERMITE PROTECTION option or SUBTERRANEAN BARRIER PLUS option has been purchased, which includes a reapplication of materials to the exterior perimeter after four (4) renewal years to reinforce any areas that may have become conducive to reinfestation, in the professional opinion of Truly Nolen, followed by a reapplication of materials every five (5) renewal years thereafter, subject to the same professional assessment by Truly Nolen. AFTER NINE (9) RENEWAL YEARS, THE REPAIR & RETREATMENT GUARANTEE REVERTS AUTOMATICALLY TO A RETREATMENT ONLY GUARANTEE, as described below in #3.**
3. **RE-TREATMENT ONLY GUARANTEE OPTION.** If the term "RE-TREATMENT ONLY GUARANTEE" is specified on this AGREEMENT'S front page, or if an Inspection Only service was purchased, a RETREATMENT ONLY GUARANTEE applies to the AGREEMENT, subject to all provisions of this AGREEMENT and payment of all initial and renewal fees. This RETREATMENT ONLY GUARANTEE provides that, in the event of a continued or subsequent infestation by any of the wood destroying organisms initially treated, as specified by the BUYER on the face of this AGREEMENT, TRULY NOLEN will re-treat the structure(s), or affected portions thereof, for one (1) year after the initial treatment, and during each additional year of the optional renewal period, in accordance with the terms of the AGREEMENT. A request for re-treatment or inspection must be reported during the initial or renewed term of this AGREEMENT. This RETREATMENT ONLY GUARANTEE is limited to RETREATMENT ONLY, and DOES NOT COVER REPAIR of existing or subsequent damage caused by wood destroying organisms to the property, the structure(s), or the contents thereof. By accepting the AGREEMENT and RETREATMENT ONLY GUARANTEE, the BUYER expressly waives any claim for damages to the property, the structure(s) or the contents thereof caused by or resulting from any infestation of wood destroying organisms, and releases TRULY NOLEN and its employees from any and all liability for any such claims or damages.
4. **NO GUARANTEE OPTION.** If marked on the front of this AGREEMENT, or if no choice is marked as to the type of Guarantee, this AGREEMENT provides no guarantee for the services provided. You agree to waive all claims or remedies against TRULY NOLEN for re-treatment or repair of damages to the structure or their contents. You expressly agree to limit your remedy to the purchase price for these services.
5. **BUYER'S UNDERSTANDING OF INSPECTION AND CONDITIONAL WARRANTY.** If the Inspection and Conditional Warranty option was purchased, in lieu of a preventative treatment, BUYER understands TRULY NOLEN is initially performing no initial treatment but is providing a RETREATMENT-ONLY GUARANTEE. TRULY NOLEN found no visible evidence of subterranean or drywood termites at initial inspection. TRULY NOLEN will re-inspect the property annually upon renewal. If at any time while the property is under guarantee and an infestation of either subterranean or drywood termites or both are identified, Truly Nolen will perform either a complete liquid treatment for subterranean or Tru-Guard service for drywood termites, or both, depending upon the warranty option chosen initially. At the end of four (4) renewal years, irrespective of infestation(s), a complete termite treatment (a complete liquid treatment for subterranean termites and a Tru-Guard service for drywoods) will be rendered to the property for control of the selected type(s) of termites at no additional cost to the buyer.
6. **INSPECTION AND EXISTING DAMAGE.** TRULY NOLEN is not responsible for the repairing or replacing of either visible damage or hidden damage existing as of the date of this AGREEMENT. All treatments, repairs and recommendations by TRULY NOLEN are based on non-destructive visual inspection. Because damage may exist in unexposed, inaccessible or hidden areas of the structure(s) not detectable by visual inspection, TRULY NOLEN is not responsible for repairing any damage which may subsequently be found without live infestation at the time of discovery. At times, TRULY NOLEN may recommend, or the BUYER may choose to undertake, destructive inspection measures at BUYER'S cost. Under no circumstances will TRULY NOLEN be responsible for repairing or restoring damage caused by a destructive inspection process. TRULY NOLEN cannot and does not guarantee that any damage discovered during the initial or subsequent visual inspections of the structure(s) comprises all of the damage which may exist in the structure(s) at the time of inspection. On written request, TRULY NOLEN will inspect the premises as soon as practicable, up to thirty (30) calendar days from receipt of the written request, and if warranted, will treat the premises as soon as practicable.
7. **FUNCTIONAL DAMAGE.** The term "Functional Damage" means damage that affects the functional purpose of the damaged portion of the structure. This includes damage that may affect the structural integrity or cosmetic appeal of the damaged area and does not include etching or scarring of wood members. Under the REPAIR & RETREATMENT GUARANTEE, if accepted, TRULY NOLEN will provide for repairs or replacements, to be determined at its sole discretion, necessary to restore the functional purpose of any covered damaged area. Restorations will be to a like quality and condition, before the covered damage occurred. TRULY NOLEN will only be responsible for restoring those sections of wall coverings (including paint), wall tile, or floor tile, actually damaged or disrupted during the repair process. TRULY NOLEN will make an effort to match wall coverings, wall tile, or floor tile that may be damaged during a repair process, but will not guarantee or assume responsibility for an exact match. In no event will TRULY NOLEN be responsible for repairs or redecoration in areas not directly affected by or in the immediate vicinity of termite damage, or for indirect expenses or consequential damages relating to the existence of termites or termite damage, or for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure. BUYER is responsible for ensuring that a building permit is displayed during any construction or repair work and shall promptly advise TRULY NOLEN if a permit is not displayed.
8. **CONDITIONS CONDUCTIVE TO INFESTATION.** Certain conditions in treated areas or interior areas, including water leakage through the roof or exterior walls of the structure(s), may destroy the effectiveness of TRULY NOLEN'S treatment and create conditions conducive to new or continued infestation. TRULY NOLEN is not responsible for the cost of re-treating or infestation or repairing of damage where primarily caused by conditions conducive to infestation, such as direct wood to earth contact, mulch or cellulose debris over treated soil, excessive moisture conditions, water leakage in treated areas, interior areas, or through the roof or exterior walls, foamboard below grade, stucco frame below grade, excessive stucco over-pour at or below grade, structural or mechanical problems, including plumbing and HVAC leaks and inadequate or improper ventilation. In addition, all conditions now or subsequently recognized by any federal, state or local authority as conducive to infestation are included. Not all conditions conducive to infestation may be visible during inspections. At any time, TRULY NOLEN may request the BUYER, at BUYER'S own cost, to correct conditions conducive to infestation that are known to exist, or discovered at a later date, that could adversely affect treatment. TRULY NOLEN may use a limitation, exclusion, or condition in this contract that is a primary cause of the termite infestation or damage to deny treatment of a termite infestation or repair of termite damage, unless the subject of the limitation, exclusion, or condition is a primary cause of the termite infestation or damage and, if TRULY NOLEN discovers the condition, provides written notice to BUYER of the condition within sixty (60) days of TRULY NOLEN'S discovery, and further provides BUYER an opportunity to correct that condition within sixty (60) days. Additionally, BUYER is responsible to timely notify TRULY NOLEN of the existence of any known conducive condition. Upon completion of corrections by the BUYER, TRULY NOLEN may provide additional treatment as needed. If additional treatment is necessary because of water leakage, TRULY NOLEN may provide additional treatment to the affected area at an additional expense to BUYER. BUYER'S failure to notify TRULY NOLEN of the existence of a known conducive condition or to make timely correction when requested will enable TRULY NOLEN, at its sole discretion, to cancel this AGREEMENT, subject only to sixty (60) days prior written notification by TRULY NOLEN.
9. **ADDITIONS, ALTERATIONS.** If during the Guarantee period the BUYER takes any actions which affect the treated structure(s) by creating new insect hazards or interference with the chemical protective barrier (including, but not limited to: additions, alterations, structural modifications soil removal from or soil addition to the base of the foundation), TRULY NOLEN may terminate this AGREEMENT unless TRULY NOLEN receives prior written notification of the alteration from BUYER, re-inspects the structure(s), contracts for additional treatment as needed and/or adjusts the Guarantee renewal fee.
10. **ACCESS.** TRULY NOLEN'S liability under either the REPAIR & RETREATMENT GUARANTEE or RE-TREATMENT ONLY GUARANTEE shall terminate if access to the premises, structure(s) or any part of the structure is refused to TRULY NOLEN for the purpose of inspections including to observe any invasive inspections of hidden building components and/or the performance of this AGREEMENT. This includes access to and the BUYER'S permission to treat, if needed, through floor and/or wall coverings that cannot be readily removed (tile, linoleum, wallpaper, etc.). If TRULY NOLEN must have access to and treat through such coverings, BUYER acknowledges TRULY NOLEN'S only responsibility will be to patch the treatment holes and TRULY NOLEN will not be responsible for the repair, or replacement of the affected covering.
11. **ACTS OF GOD AND OTHER EVENTS.** Certain events beyond TRULY NOLEN'S control may affect TRULY NOLEN'S ability to perform obligations provided for under this AGREEMENT. These events include, but are not limited to: heavy rain, strong winds, hurricanes, extreme temperatures, acts of governmental authorities, or any other Act of God or circumstances or causes beyond the control of TRULY NOLEN. TRULY NOLEN shall have no liability if, at its discretion, it becomes necessary to postpone, cancel, or terminate treatment as a result of such events.
12. **LIMITED ASSIGNABILITY.** After one (1) year from the original treatment date, a REPAIR & RETREATMENT GUARANTEE and RE-TREATMENT ONLY GUARANTEE shall be assignable to a new owner of the premises, provided that BUYER gives a copy of this AGREEMENT and any attached Graphs, Specifications and Checklists to the subsequent owner at time of property transfer, and the new owner pays a \$75.00 customer service fee to TRULY NOLEN. The new owner must accept all terms and conditions of the agreement currently used by TRULY NOLEN, and advise TRULY NOLEN in writing of their name and proper billing address within ten (10) days of the property transfer.
13. **SETTLEMENT OF DISPUTES:** BUYER and TRULY NOLEN mutually agree that any dispute or controversy arising out of or relating to: (1) this AGREEMENT, (2) any treatment or service rendered by TRULY NOLEN, (3) any damage or injury to person or to property, whether direct, incidental, or consequential, alleged to be caused by TRULY NOLEN, (4) the enforcement of any claim under Guarantee, or (5) any claim regarding the sale shall be settled and resolved exclusively by arbitration. It is further agreed there shall be no class actions or joinder brought through the arbitration or any other proceedings. As a condition precedent to any action, the parties shall engage in a mediation with each party shall bear their own costs. The mediation shall be non-binding. It is further agreed there shall be a single neutral arbitrator, and the National Arbitration Forum ("NAF") shall conduct the arbitration under its rules. If the NAF is not available, the American Arbitration Association may conduct the arbitration under its own rules. Discovery shall be permitted as provided under the State Rules of Civil Procedure, except discovery shall not be permitted as to transactions with other customers. The arbitrators must apply all legal and equitable defenses. The arbitrator shall not have the authority to award indirect, special, or consequential damages including, but not limited to, diminished resale value of a house, building, or its contents, loss of use, lost anticipated profits, punitive damages, or attorney's fees, such damages being specifically waived. Any award of damages shall include a written decision that states reasons upon which the award is based, including all elements involved in the calculation of any award of damages. Either party may appeal the arbitrator's award to any court of competent jurisdiction. The court having jurisdiction over the appeal may adjudicate any issues as if the matter had been an appeal from a court of law or equity.
14. **NOTICE TO TRULY NOLEN.** Any disputes or claims under this AGREEMENT must be made promptly in writing to TRULY NOLEN OF AMERICA, INC., P.O. Box 43550, Tucson, Arizona 85733, during this AGREEMENT term or any approved extension. The BUYER agrees not to file any action against TRULY NOLEN without allowing TRULY NOLEN to first enter and reinspect the building. The BUYER also agrees not to file any action unless the BUYER files it within one (1) year after sending a written claim.
15. **ENTIRE AGREEMENT.** This AGREEMENT, including any attached Graphs and Specifications, Checklists and standardized state inspection forms, constitutes the entire AGREEMENT between the parties, and may not be varied, altered or modified in any way except by written agreement between the parties and approved in writing by a TRULY NOLEN corporate officer. No verbal changes in the terms of the AGREEMENT or verbal approval of deviations from performance of this AGREEMENT shall be permitted. Any provision deemed unlawful shall be considered severed. The parties agree this is an arms-length transaction and neither intends to create a fiduciary relationship.
16. **SUCCESSORS IN INTEREST.** TRULY NOLEN and BUYER acknowledge and agree that this AGREEMENT, and all of its provisions, terms and conditions contained are binding and benefit their marital communities, successors in interest, heirs, assigns, representatives, agents, insurers, devisees and/or transferees to the full extent the law allows.
17. **NO THIRD PARTY BENEFICIARIES.** TRULY NOLEN and BUYER acknowledge and agree there are no intended Third Party Beneficiaries to this AGREEMENT.

NOTE: PLEASE REFER TO BOTH SIDES OF THIS AGREEMENT FOR ALL DETAILS OF ANY GUARANTEE AND GENERAL TERMS AND CONDITIONS. ACKNOWLEDGEMENT: BY SIGNING THE FACE OF THIS AGREEMENT, THE BUYER ACKNOWLEDGES THAT THE BUYER HAS READ, UNDERSTANDS AND AGREES TO ABIDE BY THIS AGREEMENT AND ANY AND ALL ATTACHED CHECKLISTS, GRAPHS, SPECIFICATIONS OR OTHER DOCUMENTS. BUYER ACKNOWLEDGES RECEIVING THE ATTACHED DIAGRAM OF THE STRUCTURE(S) TO BE TREATED.

Fraesfield Trailhead Plans and Specifications

SHEET LIST			
REVISION	DATE	SHEET NO.	SHEET NAME
GENERAL			
		G0.0	PROJECT COVER SHEET
		G1.0	GENERAL PROJECT INFORMATION AND BUILDING CODE SUMMARY
		G1.1	FIRE AND LIFE SAFETY REQUIREMENTS
		G1.2	BASIC ACCESSIBILITY REQUIREMENTS
		G1.3	BASIC ACCESSIBILITY REQUIREMENTS
		G1.4	PERISPECTIVES
STRUCTURAL			
		S1.0	GENERAL STRUCTURAL NOTES
		S1.1	GENERAL STRUCTURAL NOTES
		S1.2	TYPICAL DETAILS
		S1.3	TYPICAL DETAILS
		S1.4	TYPICAL DETAILS
		S1.5	TYPICAL DETAILS
		S2.0	FOUNDATION PLANS
		S2.1	ROOF FRAMING PLANS
		S2.2	SITE HOSTS PLANS AND ELEVATIONS
		S3.1	FOUNDATION DETAILS
		S4.1	FRAMING DETAILS
ARCHITECTURAL			
		A0.1	ARCHITECTURAL ABBREVIATIONS AND SYMBOLS
		A0.2	TYPICAL TOILET ROOM MOUNTING HEIGHTS & STALL CONFIGURATION DIAGRAMS
		A1.0	MAIN STRUCTURE - FLOOR PLAN
		A2.1	MAIN STRUCTURE - SLAB PLAN
		A2.2	MAIN STRUCTURE - REFLECTED CEILING PLAN
		A2.3	MAIN STRUCTURE - ROOF PLAN
		A2.4	EQUESTRIAN STRUCTURE - PLANS
		A2.5	SITE HOSTS - PLAN/ELEVATIONS
		A3.0	MAIN STRUCTURE - BUILDING ELEVATIONS
		A3.1	MAIN STRUCTURE - METAL PANEL ELEVATIONS
		A3.2	EQUESTRIAN STRUCTURE - BUILDING ELEVATIONS
		A3.3	EQUESTRIAN STRUCTURE - METAL PANEL ELEVATIONS
		A4.0	MAIN STRUCTURE - BUILDING SECTIONS
		A4.1	MAIN STRUCTURE - WALL SECTIONS
		A4.2	EQUESTRIAN STRUCTURE - BUILDING SECTIONS
		A4.3	EQUESTRIAN STRUCTURE - WALL SECTIONS
		A5.0	DETAILS
		A5.1	DETAILS
		A5.2	DETAILS
		A5.3	DETAILS
		A6.0	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS
		A7.0	DOOR, SIGN & SCHEDULE AND DETAILS
PLUMBING			
		P0.1	PLUMBING ABBREVIATIONS, SYMBOLS, GENERAL NOTES
		P1.1	PLUMBING FLOOR PLANS
		P4.1	PLUMBING ENLARGED PLANS, TYPICAL RV SITE HOST
		P5.1	PLUMBING DIAGRAMS
		P5.2	PLUMBING DIAGRAMS - SANITARY & VENT
		P6.1	PLUMBING DETAILS
		P7.1	PLUMBING SCHEDULES
ELECTRICAL			
		E0.1	ELECTRICAL ABBREVIATIONS, SYMBOLS, & SPECIFICATIONS
		E1.1	LIGHTING POWER PLANS AND LIGHT FIXTURE SCHEDULE
		E2.1	ONE LINE DIAGRAM
		E3.1	ELECTRICAL OVERALL SITE PLAN

Plans Dated 5-01-2018

Specifications Dated 5-01-2018

Project Specifications provided by Smithgroup JJR

pages 1-334.



FRAESFIELD TRAILHEAD BUILDING
Assumptions & Clarifications
 Plan Comments
 "95%" Plans Received 5-1-18
 June 12, 2018

A= Approved/will comply; T=Tempe to evaluate/explain; C=Consultant to evaluate/explain; V= Valley Rain to evaluate/Explain; D=Disregard Comment

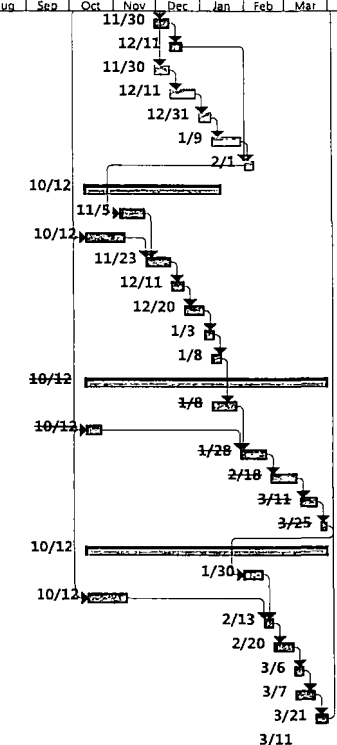
No.	initiator	Category	Reference	Comments	Notes	Comment by	Status		Approved by
							Initial	Final	
1				Testing by Owner's Testing Lab. Costs of initial testing is excluded.					
2				For Fraesfield Trailhead Building plans and specifications Dated May 1, 2018 95%					
3				It is assumed that the water used for construction will be available at or within 1 mile of 118th Street and Rio Verde Dr.					
4			Both Sites	All major Trade packages were sent to a minimum of 5 subcontractors however not all trade packages received 3 bids. Valley Rain, at the City's request, will continue to solicit bids. The prices provided will be considered a Not to Exceed (NTE) GMP.					
5			Both Sites	Adjustments have been made to subcontractor proposals as noted on their bids and in the respective RFQ groups for missing and or incompleteness of their scope as defined in their proposals. Adjustments include verbally discussed additions between Valley Rain and the subcontractor as well as "plugged" amounts based on known or historical costs. The actual cost of work will be tracked and charged accordingly.					
6			Both Sites	The GMP provided is based on Valley Rain's recommended award.					
7			Spec 17500	One Year Restroom Maintenance and Cleaning are not included in this proposal.					
8				Only Roof Deck and Perforated deck are bid as Corten steel					
9				Sealing of rusted metal is excluded. Rusted metal should have developed a permanent patina by the time it would be ready to be sealed.					
10				General conditions in the Site package are being used for the building package.					
11				Due to the recent volatility in steel pricing, we are carrying an allowance for steel price increase.					
12				Reinforcement for slabs has been changed for #5 rebar to #3 rebar.					

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ID	ID	Task Mode	Task Name	Duration	Start	Finish	% Complete	Free Slack	Qtr 2, 2018 Mar Apr May Jun Qtr 3, 2018 Jul Aug Sep Qtr 4, 2018 Oct Nov Dec Qtr 1, 2019 Jan Feb Mar Qtr 2, 2019 Apr May											
0	0		FREASFIELD TH	249 days	Wed 4/25/18	Mon 4/8/19	2%	0 days												
1	1		1 Milestones	243 days	Wed 4/25/18	Fri 3/29/19	42%	0 days												
2	2		1.1 NOTICE TO PROCEED	0 days?	Mon 7/16/18	Mon 7/16/18	0%	0 days?												
3	3		1.2 100% DESIGN	20 days	Wed 4/25/18	Tue 5/22/18	100%	0 days												
4	4		1.3 PERMIT SUBMITTAL - 1ST	14 days	Fri 5/18/18	Wed 6/6/18	0%	0 days												
5	5		1.4 PERMIT PLAN REVIEW	7 days	Thu 6/7/18	Fri 6/15/18	0%	0 days												
6	6		1.5 PERMIT SUBMITTAL - 2ND	7 days	Mon 6/18/18	Tue 6/26/18	0%	0 days												
7	7		1.6 PERMITS	0 days	Wed 6/27/18	Wed 6/27/18	0%	204 days												
8	8		1.7 COUNCIL MTG	0 days	Tue 6/26/18	Tue 6/26/18	0%	205 days												
9	9		1.8 CONTRACT COMPLETION DEADLINE	0 days	Fri 3/29/19	Fri 3/29/19	0%	6 days												
10	10		1.9 COMPLETION GOAL SITE & OFFSITE	0 days	Fri 3/29/19	Fri 3/29/19	0%	6 days												
11	11		1.10 PRECONSTRUCTION MTG	0 days	Fri 7/13/18	Fri 7/13/18	0%	1 day												
12	12		2 CONSTRUCTION COMPLETION	0 days	Mon 4/1/19	Mon 4/1/19	0%	6 days												
13	13		3 SUBMITTALS (INCLUDES REVIEW)	44 days	Mon 7/16/18	Thu 9/13/18	0%	0 days												
14	14		3.1 MATERIALS	44 days	Mon 7/16/18	Thu 9/13/18	0%	0 days												
15	15		3.2 SHOP DRAWINGS	22 days	Mon 7/16/18	Tue 8/14/18	0%	0 days												
16	16		4 LONG ITEM LEAD TIME	82 days	Wed 8/15/18	Thu 12/6/18	0%	0 days												
17	17		4.1 STEEL	44 days	Wed 8/15/18	Mon 10/15/18	0%	52 days												
18	18		4.2 ELECTRICAL GEAR & FIXTURES	60 days	Fri 9/14/18	Thu 12/6/18	0%	0 days												
19	19		4.3 ARCHITECTURAL BLD FIXTURES	56 days	Fri 9/14/18	Fri 11/30/18	0%	18 days												
20	20		5 CONSTRUCTION	191 days	Mon 7/16/18	Mon 4/8/19	0%	0 days												
21	21		5.1 MOBILIZATION - TEMP CONTROLS, LAYOUT & BLUE STAKE	5 days	Mon 7/16/18	Fri 7/20/18	0%	0 days												
22	22		5.2 SITE WORK	39 days	Mon 7/16/18	Thu 9/6/18	0%	8 days												
23	23		5.2.1 SURVEY/STAKING	7 days	Mon 7/16/18	Tue 7/24/18	0%	0 days												
24	24		5.2.2 TREE PROTECTION	5 days	Mon 7/16/18	Fri 7/20/18	0%	0 days												
25	25		5.2.3 TREE SALVAGE-SIDE BOX TO NURSERY	22 days	Mon 7/23/18	Tue 8/21/18	0%	0 days												
26	26		5.2.4 POTHOLE/PRIVATE LOCATE	4 days	Wed 8/22/18	Mon 8/27/18	0%	0 days												
27	27		5.2.5 SWPPP	5 days	Tue 8/28/18	Mon 9/3/18	0%	4 days												
28	28		5.2.6 PHASE 1 GRADING, DRAINAGE & BLD PREP	31 days	Thu 7/26/18	Thu 9/6/18	0%	87 days												
29	29		5.2.6.1 SALVAGE & STOCKPILE DESERT PAVEMENT	3 days	Thu 7/26/18	Mon 7/30/18	0%	0 days												
30	30		5.2.6.2 PREP BUILDING PAD LOCATION	8 days	Tue 7/31/18	Thu 8/9/18	0%	0 days												
31	31		5.2.6.3 CLEAR & GRUB	4 days	Fri 8/10/18	Wed 8/15/18	0%	0 days												
32	32		5.2.6.4 DEMO EXISTING	16 days	Thu 8/16/18	Thu 9/6/18	0%	27 days												
33	33		5.3 PHASE 1 BUILDINGS	173 days	Tue 7/31/18	Thu 3/28/19	0%	0 days												
34	34		5.3.1 BLD PAD PREP	8 days	Tue 7/31/18	Thu 8/9/18	0%	0 days												
35	35		5.3.2 FOUNDATIONS	10 days	Fri 8/10/18	Thu 8/23/18	0%	0 days												
36	36		5.3.3 WALL STRUCTURES	15 days	Fri 8/24/18	Thu 9/13/18	0%	60 days												
37	37		5.3.4 UG, ELETRICAL/PLUMBNG ROUGHING	7 days	Fri 12/7/18	Mon 12/17/18	0%	0 days												
38	38		5.3.5 BLD SLAB	7 days	Tue 12/18/18	Wed 12/26/18	0%	0 days												
39	39		5.3.6 STRUCTURAL STEEL	28 days	Thu 12/27/18	Mon 2/4/19	0%	0 days												
40	40		5.3.7 ELETRICAL	5 days	Tue 2/5/19	Mon 2/11/19	0%	0 days												
41	41		5.3.8 PLUMBING & MECHANICAL	8 days	Tue 2/12/19	Thu 2/21/19	0%	0 days												
42	42		5.3.9 CONCRETE WORK-EXTERIOR	12 days	Wed 2/20/19	Thu 3/7/19	0%	0 days												
43	43		5.3.10 PAINT/SEALING	5 days	Fri 3/8/19	Thu 3/14/19	0%	0 days												
44	44		5.3.11 FINAL INSPECTIONS/PERMIT CLOSEOUT	10 days	Fri 3/15/19	Thu 3/28/19	0%	0 days												
45	45		5.4 PHASE 2 MAIN PARKING LOOP AT TH	105 days	Fri 9/14/18	Thu 2/7/19	0%	0 days												
46	46		5.4.1 DEMO GRADING	20 days	Fri 9/14/18	Thu 10/11/18	0%	0 days												
47	47		5.4.2 UG UTILITIES-WATER & ELECT	20 days	Fri 10/12/18	Thu 11/8/18	0%	0 days												
48	48		5.4.3 CONCRETE-C&G	15 days	Fri 11/9/18	Thu 11/29/18	0%	0 days												

Project: FREASFIELD TH Date: Tue 5/22/18	Task	Project Summary	Manual Task	Start-only	Deadline	Manual Progress
	Split	Inactive Task	Duration-only	Finish-only	Critical	
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Critical Split	
	Summary	Inactive Summary	Manual Summary	External Milestone	Progress	

ID	ID	Task Mode	Task Name	Duration	Start	Finish	% Complete	Free Slack	Qtr 2, 2018				Qtr 3, 2018				Qtr 4, 2018		Qtr 1, 2019			Qtr 2, 2019	
									Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
49	49		5.4.4 CONCRETE PAD TRANSFORMER ROOM	7 days	Fri 11/30/18	Mon 12/10/18	0%	0 days									11/30						
50	50		5.4.5 RIP RAP DRAINAGE	7 days	Tue 12/11/18	Wed 12/19/18	0%	31 days									12/11						
51	51		5.4.6 SIDEWALKS	7 days	Fri 11/30/18	Mon 12/10/18	0%	0 days									11/30						
52	52		5.4.7 LANDSCAPE-IRRIGATION	14 days	Tue 12/11/18	Fri 12/28/18	0%	0 days									12/11						
53	53		5.4.8 DESERT PAVEMENT	7 days	Mon 12/31/18	Tue 1/8/19	0%	0 days									12/31						
54	54		5.4.9 PAVING - STRIPIN & SIGNAGE	15 days	Wed 1/9/19	Tue 1/29/19	0%	0 days									1/9						
55	55		5.4.10 FINAL CLEAN	5 days	Fri 2/1/19	Thu 2/7/19	0%	0 days									2/1						
56	56		5.5 PHASE 3 EQUESTRIAN PARKING	67 days	Fri 10/12/18	Mon 1/14/19	0%	6 days									10/12						
57	57		5.5.1 DEMO GRADING-2	14 days	Mon 11/5/18	Thu 11/22/18	0%	0 days									11/5						
58	58		5.5.2 UG UTILITIES-WATER & ELECT-2	20 days	Fri 10/12/18	Thu 11/8/18	0%	0 days									10/12						
59	59		5.5.3 CONCRETE WORK FOR TRANSFORMER PAD	12 days	Fri 11/23/18	Mon 12/10/18	0%	0 days									11/23						
60	60		5.5.4 RIP RAP DRAINAGE-2	7 days	Tue 12/11/18	Wed 12/19/18	0%	0 days									12/11						
61	61		5.5.5 SIDEWALKS-2	10 days	Thu 12/20/18	Wed 1/2/19	0%	0 days									12/20						
62	62		5.5.6 LANDSCAPE-IRRIGATION-2	5 days	Thu 1/3/19	Wed 1/9/19	0%	0 days									1/3						
63	63		5.5.7 FINAL CLEAN	5 days	Tue 1/8/19	Mon 1/14/19	0%	0 days									1/8						
64	64		5.6 PHASE 4 HOST SITES	121 days	Fri 10/12/18	Fri 3/29/19	0%	6 days									10/12						
65	65		5.6.1 DEMO GRADING-3	14 days	Tue 1/8/19	Fri 1/25/19	0%	0 days									1/8						
66	66		5.6.2 UG UTILITIES-WATER&ELECT-3	7 days	Fri 10/12/18	Mon 10/22/18	0%	0 days									10/12						
67	67		5.6.3 CONCRETE PAVEMENT	15 days	Mon 1/28/19	Fri 2/15/19	0%	0 days									1/28						
68	68		5.6.4 STEEL WORK AND CANOPY FOR PATIOS	15 days	Mon 2/18/19	Fri 3/8/19	0%	0 days									2/18						
69	69		5.6.5 LANDSCAPE-IRRIGATION-3	10 days	Mon 3/11/19	Fri 3/22/19	0%	0 days									3/11						
70	70		5.6.6 FINAL CLEAN	5 days	Mon 3/25/19	Fri 3/29/19	0%	0 days									3/25						
71	71		5.7 PHASE 5 ENTRY RD & ADDITIONAL PARKING	121 days	Fri 10/12/18	Fri 3/29/19	0%	6 days									10/12						
72	72		5.7.1 DEMO-GRADING-4	10 days	Wed 1/30/19	Tue 2/12/19	0%	0 days									1/30						
73	73		5.7.2 UG UTILITIES-WATER&ELECT-4	20 days	Fri 10/12/18	Thu 11/8/18	0%	70 days									10/12						
74	74		5.7.3 RIP RAP DRAINAGE	5 days	Wed 2/13/19	Tue 2/19/19	0%	0 days									2/13						
75	75		5.7.4 LANDSCAPE-IRRIGATION	10 days	Wed 2/20/19	Tue 3/5/19	0%	0 days									2/20						
76	76		5.7.5 CONCRETE PAVEMENT	5 days	Wed 3/6/19	Tue 3/12/19	0%	0 days									3/6						
77	77		5.7.6 PAVING - STRIPING & SIGNAGE-2	10 days	Thu 3/7/19	Wed 3/20/19	0%	0 days									3/7						
78	78		5.7.7 FINAL CLEAN	7 days	Thu 3/21/19	Fri 3/29/19	0%	0 days									3/21						
79	79		6 PERMIT CLOSEOUT	15 days	Mon 3/11/19	Fri 3/29/19	0%	6 days									3/11						



Project: FREASFIELD TH	Task	Project Summary	Manual Task	Start-only	Deadline	Manual Progress
Date: Tue 5/22/18	Split	Inactive Task	Duration-only	Finish-only	Critical	
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Critical Split	
	Summary	Inactive Summary	Manual Summary	External Milestone	Progress	



Fraesfield Trailhead

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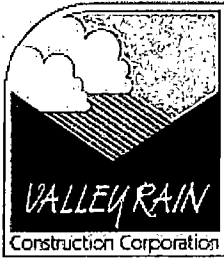
Fraesfield Trailhead Scope of work

Construction Services to include the following:

- 1. Demolition:** Includes clear and grub of site, removal of trees and shrubs per plan, removal of existing asphalt millings, fence and gate removals to include selective demolition
- 2. Grading:** Includes import or export of materials as necessary to provide grade for all respective improvements. Subgrade for all surfaces to include walls, curbing, sidewalks, DG paths, parking lots, foundations. Import/Export is the sole responsibility of the Grading Contractor. Spoils from other trades – stockpiled in no more than 2 locations onsite to be included in grading subcontractor's scope- Assumed to be 500 CY Of spoils.
- 3. Paving:** Includes asphalt paving per plans and specifications to include ABC Base and Stabilized ABC stalls
- 4. Site Concrete:** Includes fine grading as necessary for concrete subgrade, all forming materials labor and equipment to install ribbon curbing, vertical curbing, sidewalks, 6" PCCP, final concrete finishes such as exposed aggregate, sandblast per plans and specifications.
- 5. Striping & Signage:** Includes all site parking stall striping on stabilized ABC and ADA Signage.
- 6. Landscaping:** Includes native plant salvage, nursery and replant. New Landscape materials, trees, shrubs, cacti, Stabilized DG pathways, Rip Rap, Temp irrigation system, earthen trail, boulders at future buildings, 90 day establishment, and one year maintenance.
- 7. Utilities:** Waterline, fire hydrants, Septic Systems.
- 8. Electrical:** APS power to the site per plans and specs and conduit from the restroom back to the automated gate.
- 9. Site Furnishings/ Misc Steel products:** Supply and install miscellaneous site items to include steel wheel stops, gates, steel enclosures, bollards, steel edging per modified plan attachment.
- 10. Alternate 1:** For the removal and reconstruction of existing asphalt milling parking spaces. To include stabilized ABC, wheel stops, ribbon curb, and steel edging..

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)	\$ 726,263.63	
B	CMAR Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$ 678,726.27	
C	Total Cost of the Work (A+B)		\$ 1,404,989.90
	INDIRECT COSTS	AMOUNT	
D	General Conditions (Negotiated Amount)	\$ 244,289.25	
E	Total Cost of the Work + General Conditions (C+D)		\$ 1,649,279.15
F	Payment and Performance Bonds (On Cost of the Work + General Conditions)	\$ 16,590.24	
G	Insurance (Additional CMAR's Insurance not provided in the Total Cost of the Work) (.82%)	\$ 13,524.09	
H	Subtotal Direct + Indirect Costs (E+F+G)		\$ 1,679,131.10
I	CMAR Construction Fee (Negotiated Fixed Fee) (9%)	\$ 151,121.80	
J	Project Subtotal (H+I)		\$ 1,830,252.90
K	Taxes (Actual Reimbursable limited by Not to Exceed)	\$ 94,578.32	
L	CMAR's GMP (Not to Exceed) (J+K)		\$ 1,924,831.22
M	CITY'S PROJECT CONTINGENCY (As determined by the City)		\$ 50,000.00
N	CONTRACT PRICE (Not to Exceed) (L+M)		\$ 1,974,831.22



VALLEY RAIN CONSTRUCTION CORP.

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ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.18 Fraesfield Trailhead Site Package	Bid Number:	
Project Location:		Bid Date:	5/22/2018

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Site Controls

SC-1	Construction Staking	1.00	LS	\$18,080.00	\$18,080.00
SC-2	SWPPP (BMP's & Permits)	1.00	LS	\$29,119.32	\$29,119.32
SC-3	Temporary Fence	1.00	LS	\$17,284.00	\$17,284.00
SC-4	Yellow Rope Fence	5,000.00	LF	\$1.50	\$7,500.00

Total Price for above Site Controls Items: \$71,983.32

Demolition

D-1	Clear & Grub	1.00	LS	\$13,200.00	\$13,200.00
D-2	Remove AC Millings	6,500.00	SY	\$6.55	\$42,575.00
D-3	Remove Fence	1,410.00	LF	\$1.90	\$2,679.00
D-4	Remove Sign, Pole & Foundation	6.00	EACH	\$211.00	\$1,266.00
D-5	Transport Water Demolition	1.00	LS	\$2,520.00	\$2,520.00

Total Price for above Demolition Items: \$62,240.00

Grading

G-1	Site Grading	1.00	LS	\$198,970.00	\$198,970.00
G-2	Transport Water Grading	1.00	LS	\$24,530.00	\$24,530.00

Total Price for above Grading Items: \$223,500.00

Paving

P-1	Drive 3" over 6" ABC, include Maricopa edge	6,227.00	SY	\$28.10	\$174,978.70
P-2	Stabilized ABC 8" deep parking spaces	2,087.00	SY	\$20.60	\$42,992.20
P-3	Stabilized ABC Host Site 8" Deep	1,160.00	SY	\$18.40	\$21,344.00
P-4	Stabilized ABC Equestrian Parking 8"	3,337.00	SY	\$18.40	\$61,400.80
P-5	Transport Water Paving	1.00	LS	\$14,700.00	\$14,700.00

Total Price for above Paving Items: \$315,415.70

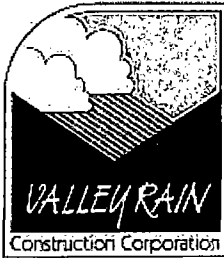
Signage & Striping

SS-1	Striping	1.00	LS	\$1,219.30	\$1,219.30
SS-2	ADA Signage	8.00	EACH	\$195.09	\$1,560.72

Total Price for above Signage & Striping Items: \$2,780.02

Miscellaneous Steel

MS-1	Wheel Stops	127.00	EACH	\$288.00	\$36,576.00
MS-2	ADA Symbol Sandblasted	8.00	EACH	\$365.00	\$2,920.00
MS-5	Steel Enclosure At Refuse & Transformer Pad (Dtl 24/H2.1)	1.00	LS	\$12,475.00	\$12,475.00



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Address:	7447 East Indian School Road, Suite 205	Phone: 480-312-7869			
	Scottsdale, AZ 85251	Fax: 480-312-7971			
Project Name:	2018.05.18 Fraesfield Trailhead Site Package		Bid Number:		
Project Location:			Bid Date: 5/22/2018		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
MS-6	Bollards at Trash Enclosure pad	6.00	EACH	\$350.00	\$2,100.00
M-9	New Trash Enclosure Wall, 16' Wide X 9.5' Sides (35 Lf) (Not On Plan)	1.00	LS	\$11,200.00	\$11,200.00
MS-10	Bollards at New Trash Enclosure pad	3.00	EACH	\$350.00	\$1,050.00
Total Price for above Miscellaneous Steel Items:					\$66,321.00

Concrete Curb & Sidewalk

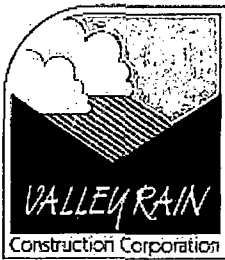
C-1	Concrete Mockups for sidewalk finishes	1.00	LS	\$1,360.00	\$1,360.00
C-2	Ribbon Curb MAG 220 B	3,235.00	LF	\$16.50	\$53,377.50
C-3	Concrete Pavement 6" Colored Exposed Agg over 4" ABC	816.00	SF	\$6.90	\$5,630.40
C-4	Concrete Pavement 6" Heavy broom over 4" ABC	1,872.00	SF	\$6.90	\$12,916.80
C-5	Concrete ADA Parking Aisle heavy broom	625.00	SF	\$5.10	\$3,187.50
C-6	Heavy sandblast finish at ADA Aisle	344.00	LF	\$3.50	\$1,204.00
C-6a	Heavy sandblast ADA Symbol	8.00	EACH	\$0.00	\$0.00
C-7	Concrete Sidewalk MAG 230 exposed agg	1,500.00	SF	\$4.80	\$7,200.00
C-8	Refuse & Transformer Pad	1.00	EACH	\$1,396.00	\$1,396.00
C-9	Host Site Concrete Pad 6" Exposed Agg over 4" ABC	3,800.00	SF	\$6.55	\$24,890.00
C-10	Site Host Patio MAG 230	384.00	SF	\$4.20	\$1,612.80
C-11	Site Host Transformer Pad 6" deep, NIC	0.00	SF	\$0.00	\$0.00
C-12	Restroom Transformer Pad 6" Deep	112.00	SF	\$6.50	\$728.00
C-13	Trash Enclosure Pad	1.00	LS	\$1,321.00	\$1,321.00
C-14	Transport Water Concrete	1.00	LS	\$3,600.00	\$3,600.00
Total Price for above Concrete Curb & Sidewalk Items:					\$118,424.00

\$91,921.20

Site Utilities

U-1	Restroom Septic System	1.00	LS	\$29,939.00	\$29,939.00
U-2	Host/Equestrian Septic System	1.00	LS	\$56,800.80	\$56,800.80
U-3	Waterline 8"	1,970.00	LF	\$48.64	\$95,820.80
U-4	Waterline 1-1/2"	160.00	LF	\$29.01	\$4,641.60
U-5	8" Gate Valve	5.00	EACH	\$1,359.94	\$6,799.70
U-6	Gate Valve 1-1/2"	1.00	EACH	\$569.85	\$569.85
U-7	Fire Hydrant MAG 360	3.00	EACH	\$2,405.37	\$7,216.11
U-8	6" Gate Valve	3.00	EACH	\$961.06	\$2,883.18
U-9	6" Fireline	60.00	LF	\$44.58	\$2,674.80
U-10	Bollards MAG SD 140	4.00	EACH	\$424.69	\$1,698.76
U-11	Transport Water Site Utilities	1.00	LS	\$4,500.00	\$4,500.00
U-Add	Site Utilities Additional Items	1.00	LS	\$2,591.20	\$2,591.20

Total Price for above Site Utilities Items: \$216,135.80



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		Fax:	480-312-7971		
Project Name:	2018.05.18 Fraesfield Trailhead Site Package	Bid Number:			
Project Location:		Bid Date:	5/22/2018		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

Native Plant Salvage

L-4	Tree Salvage, Maintain & Replant	13.00	EACH	\$1,667.62	\$21,679.06
L-4a	Salvage Creosote & Jojoba Plants	68.00	EACH	\$100.00	\$6,800.00
L-4b	Replant Salvaged Creosote & Jojoba Plants	68.00	EACH	\$73.00	\$4,964.00
L-4c	Transport of Trees from Granite Mountain Site	1.00	LS	\$3,400.00	\$3,400.00
L-4c	Replant Trees from Granite Mountain Site	20.00	EACH	\$173.00	\$3,460.00
L-5	Salvage Store & Replant Saguaro	3.00	EACH	\$320.00	\$960.00
L-6	Salvage Store & Replant Barrell Cactus	3.00	EACH	\$50.00	\$150.00

Total Price for above Native Plant Salvage Items: \$41,413.06

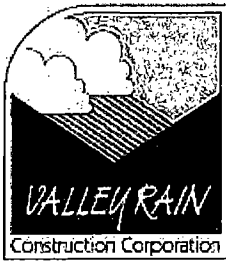
Landscaping

L-1	Salvage Desert Pavement	90,000.00	SF	\$0.09	\$8,100.00
L-2	Spread Desert Pavement, 2" deep	90,000.00	SF	\$0.17	\$15,300.00
L-3	Native Seeding	70,000.00	SF	\$0.09	\$6,300.00
L-7	Trees 36" Box	84.00	EACH	\$696.00	\$58,464.00
L-8	Cacti 5 gallon	239.00	EACH	\$35.20	\$8,412.80
L-9	Shrubs 5 gallon	276.00	EACH	\$20.70	\$5,713.20
L-10	Shrubs 1 gallon	591.00	EACH	\$9.55	\$5,644.05
L-11	Not Used	0.00	UNIT	\$0.00	\$0.00
L-12	Saguaro 4' Avg Hgt	13.00	EACH	\$200.00	\$2,600.00
L-13	Stabilized DG Path 3" Deep	2,200.00	SF	\$2.15	\$4,730.00
L-14	Graded Native DG Path, 5' wide	20,800.00	SF	\$0.94	\$19,552.00
L-15	Rip Rap at Swale	3,800.00	SF	\$6.18	\$23,484.00
L-16	Boulders to be located by Architect	10.00	TON	\$235.00	\$2,350.00
L-17	90 Day Establishment	1.00	LS	\$6,710.00	\$6,710.00
L-17A	1 Year Maintenance	1.00	LS	\$38,500.00	\$38,500.00
L-18	Tank Irrigation System (2000 Gallon- Tan)	1.00	LS	\$58,270.00	\$58,270.00

Total Price for above Landscaping Items: \$264,130.05

Electrical

E-1	APS Transformer pad - included	2.00	EACH	\$0.00	\$0.00
E-2	Primary Trenching, Conduit, Backfill	1.00	LS	\$22,037.50	\$22,037.50
E-3	Secondary Trenching, Conduit, Backfill	1.00	LS	\$4,458.75	\$4,458.75
E-4	Pull Boxes included	4.00	EACH	\$0.00	\$0.00
E-5	100 Amp SES- Excluded	1.00	EACH	\$0.00	\$0.00
E-6	200 Amp SES- Excluded	1.00	EACH	\$0.00	\$0.00
E-Add	Miscellaneous Electrical Items (private conduit)	1.00	LS	\$5,473.50	\$5,473.50



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Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.18 Fraesfield Trailhead Site Package	Bid Number:	
Project Location:		Bid Date:	5/22/2018

Total Price for above Electrical Items: \$31,969.75

Allowances

ALLOW-1	Rip Rap Allowance	1,000.00 SF	\$6.18	\$6,180.00
ALLOW-2	Entry Gate Electrical conversion	1.00 LS	\$1,000.00	\$1,000.00
ALLOW-3	Traffic Control Allowance	1.00 LS	\$5,000.00	\$5,000.00
ALLOW-4	Relocate & Modify Gate Allowance	1.00 EACH	\$5,000.00	\$5,000.00

Total Price for above Allowances Items: \$17,180.00

General

GC-1	General Conditions	1.00 LS	\$244,289.25	\$244,289.25
GC-2	Insurance	\$13,524.09	\$13,741.41	\$13,741.41
GC-3	Bond	\$16,327.86	\$16,590.24	\$16,590.24
GC-4	Construction Fee	\$151,121.80	\$153,550.22	\$153,550.22
GC-5	Sales Tax	\$94,578.32	\$96,098.13	\$96,098.13

Total Price for above General Items: \$524,269.25

Total Base Bid Price: \$1,955,761.96

\$1,974,831.22

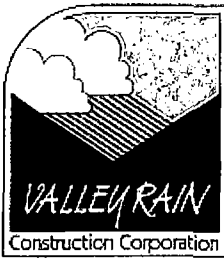
Contingency

City Contingency

Con-1	City Project Contingency	1.00 LS	\$50,000.00	\$50,000.00
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Total Price for above City Contingency Items: \$50,000.00

Total Price for above Contingency Items: \$50,000.00



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To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.18 Fraesfield Trailhead Site Package	Bid Number:	
Project Location:		Bid Date:	5/22/2018

- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.
- Unless provided as a separate pay item or Allowance, costs of testing are excluded from this Estimate and Proposal.
- Protection of landscaping plants during establishing period as described in the construction documents is excluded from this proposal. Acts of God, Vandalism, and Animal damage are not covered by Valley Rains warranty to the owner.
- See Project Assumptions & Clarifications for additional comments.

Fraesfield Trailhead SITE ALLOWANCE SCHEDULE

1. ALLOW-1 Rip Rap – Add for erosion protection	\$6,180.00
2. ALLOW-2 Entry gate electrical conversion	\$1,000.00
3. ALLOW-3 Traffic Control	\$5,000.00
4. <u>ALLOW-4 Relocate & Modify Gate</u>	<u>\$5,000.00</u>

ALLOWANCES TOTAL \$17,180.00

PROJECT CONTINGENCY SCHEDULE

Con-1 Project Contingency	\$50,000.00
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CONTINGENCY TOTAL \$50,000.00



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Fraesfield Trailhead
Breakdown of General Conditions
6/12/2018

JOC

	Quantity	Unit	Rate	Amount
Indirect Items				\$ -
Construction Water	1	LS	8,050.00	\$8,050.00
Generator	5	MO	2,020.80	\$10,104.00
Concrete Washout	2	EA	375.00	\$750.00
Portable Toilet	12	MO	155.00	\$1,860.00
ADA Public Use Toilet	4	MO	2,250.00	\$9,000.00
Dumpster	4	MO	550.00	\$2,200.00
Drinking Water & Ice	198	DAY	4.00	\$792.00
Small Tools	1	LS	340.00	\$340.00
Mobilization	1	LS	760.00	\$760.00
Water Truck	3	MO	5,280.00	\$15,840.00
Dust Control Permit	1	LS	1,325.00	\$1,325.00
ADEQ Fee	1	LS	350.00	\$350.00
Storage Trailer	9	MO	75.00	\$675.00
Water Tower	6	MO	1,440.00	\$8,640.00
Field Office Trailer	9	MO	1,650.00	\$14,850.00
Security Remote Cameras	9	MO	1,500.00	\$13,500.00
Street Sweeping Labor	40	HR	82.49	\$3,299.60
Street Sweeping Sub	40	HR	80.00	\$3,200.00
Final Clean	1	LS	6,520.00	\$6,520.00
Closeout Costs Both Sites	1	LS	2,000.00	\$2,000.00
Project Sign	1	EA	350.00	\$350.00
Traffic Control	1	LS	5,000.00	See Pay Item
Project Supervision	7	MO	11,649.90	\$81,549.30
Foreman	352.00	HR	26.00	\$9,152.00
Contract Administration:				
Construction Principle	35.20	HR	125.00	\$4,400.00
Project Manager	240.00	HR	74.14	\$17,793.60
Vice President	32.00	HR	111.00	\$3,552.00
Chief Estimator	40.00	HR	76.88	\$3,075.20
Administrative	160.00	HR	24.86	\$3,977.60
Cost Accountant	35.00	HR	34.97	\$1,223.95
General Superintendent	200.00	HR	75.80	\$15,160.00
Total Project \$				244,289.25 Lump Sum

Added
\$2000 for
Survey
Contingency



May 1st, 2018

Jeff Rees
Valley Rain
1614 E Curry Road
Tempe, AZ 85281
480-894-2835

jrees@valleyrain.com

Dear Jeff:

Survey Innovation Group, Inc. (SIG, INC.) proposes to provide professional land surveying services in connection with the Project known as **Fraesfield Trailhead** located in Scottsdale, Arizona. CLIENT is expected to provide SIG, INC. with information as to requirements and/or any special considerations for the Project or special services needed, and also to make available all pertinent existing data, where applicable.

Services will be provided under the General Terms and Conditions attached hereto. Our services will consist of providing professional land surveying services. The Scope of Services is detailed in Exhibit "A". We will also furnish such additional services as may be requested in writing to SIG, INC.

SIG, INC. will invoice periodically for services and reimbursable expenses based on actual work progress. The above financial arrangements are based on the prompt payment of our invoices and on the orderly and continuous progress of the Project.

If this agreement meets with your satisfaction, please sign and return as our Notice to Proceed.

Sincerely,

Accepted for CLIENT,

A handwritten signature in black ink, appearing to read 'J-Segneri'.

Jason Segneri, RLS
President

Signature

Print Name

Date

If you wish to receive copies of your invoices via email please provide your email address below; original invoices will still be mailed.

Email

Exhibit "A"
Scope of Services

Site Control

- Verify existing horizontal and vertical control and establish new control for site staking.
- Set 6 control points on site at points specified by contractor.

Subtotal: \$560.00

Site Staking

- Rough Grade:
 - Stake curb & sidewalk at 50' intervals for rough cut.
 - Stake basins and channels at 50' intervals for rough cut.
 - Stake Berms at 50' intervals for rough cut.
- Finish Grade:
 - Stake curb at 25' intervals with cut/fill to top of curb for final grade.
 - Stake edge of pavement
 - Stake sidewalks at 25' intervals with cut/fill to finish grade
 - Provide subgrade bluetops at 50' intervals for parking/drive lanes
 - Provide a/b/c bluetops at 25' intervals for parking/drive lanes.
- Site Utilities:
 - Stake sewer/storm drain at 25' intervals with cut/fill to invert and provide cut/fill to rim grades.
 - Stake water/dry utilities at 50' intervals with cut/fill to finish grade.
 - Stake light poles with double offsets and cut/fill to adjacent finish grade.
- Structures:
 - Stake building corners, ramadas, canopies (up to 10 corners per structure)
 - Stake walls at 50' intervals with cut/fill to top of footing
 - Provide finish floor bluetop for each structure.

Subtotal: \$11,200.00

Asbuilts

- Perform field and office work to prepare asbuilts including:
 1. Site Asbuilts.
 - Provide asbuilt information for new parking/drive lanes
 - Provide asbuilt information for new utilities.
 - Provide asbuilt information for new light poles.
 - Provide asbuilt information for new walls

Note: The contractor will note any changes made during the construction phase and provide dimensions to the surveyor before completion of final asbuilts are submitted. Should the following be required by the governing municipality, the contractor shall notify the project surveyor before back-filling water, fire line, sewer, storm drain facilities or other underground pipelines and utilities in order that the surveyor may verify the asbuilt location and elevation of said utilities.

Subtotal: \$2,240.00

Calculations, Coordination and Project Management

- Onsite preconstruction meetings to coordinate field staking for synergistic operation with construction subcontractors (not to exceed one meeting). Additional meetings will be conducted on a time and materials basis per Fee Schedule.
- Point staking calculation for items contained in this proposal.
- Correspondence to client and subcontractors (i.e. cutsheets, staking progress memorandums, etc).

Subtotal: \$2,080.00

TOTAL: \$16,080.00

General Terms and Conditions for Services Rendered by Survey Innovation Group, Inc.

1. Fee Schedule as of January 1, 2018:

PROJECT MANAGER RLS	\$140.00/HR
PROJECT MANAGER NON-RLS	\$110.00/HR
SURVEY TECHNICIAN	\$95.00/HR
PROJECT COORDINATOR	\$75.00/HR
ONE MAN SURVEY CREW-GPS	\$115.00/HR
TWO MAN SURVEY CREW	\$140.00/HR
THREE MAN SURVEY CREW	\$180.00/HR

Premium Charge: Overtime work, Saturday, Sunday, etc.: Hourly rate time multiplier of 1.50.

2. Survey Innovation Group, Inc. will NOT be open or operating during its scheduled Holidays. The Holiday schedule for 2018 is as follows:

President's Day (Feb. 19 th)	Memorial Day (May 28 th)	Independence Day (July 4 th)
Labor Day (Sept. 3 rd)	Thanksgiving (Nov. 22 nd and 23 rd)	
Christmas Eve (Dec. 24 th)	Christmas Day (Dec. 25 th)	New Year's Day (Jan 1 st , 2019)

3. All required efforts outside the outlined SCOPE OF SERVICES will be provided upon the CLIENT'S request, as additional services, and will be billed at the current billing fee schedule rate.

4. In the event that a question or a claim may arise as to an error or omission in the SURVEYOR'S maps, the SURVEYOR will assume no liability for errors or omissions unless notified within 48 hours of the CLIENT'S discovery of such. If notified within 48 hours, the SURVEYOR will have the right to remedy any such errors or omissions within a reasonable and agreed upon time thereafter at no additional cost to the CLIENT. In the event that a question or a claim may arise as to an error relative to the accuracy of construction stakes, the SURVEYOR will assume no liability for errors unless all original survey stakes in question remain in place and undisturbed. Should such stakes in question not be present and verified as to their origin and original condition in the surveyor's opinion, no claim for additional compensation or correction shall be presented to the SURVEYOR.

5. CLIENT will be billed monthly, based on the percentage of work completed and/or hourly charges and reimbursable expenses. A finance charge of one and one half percent (1-1/2%) per month (18% annual Percentage rate) will be added to portions of accounts over 30 days past due and will result in immediate stoppage of all services until payment is received. The CLIENT will pay any and all charges incurred by the SURVEYOR to collect past due accounts. In the event that litigation is instituted to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other party in addition to all other relief to which such prevailing party may, otherwise be entitled, all costs expenses and fees incurred by such party or parties.

6. The obligation to provide further services under this SCOPE OF SERVICES may be terminated by either party upon ten (10) days' written notice of intent to terminate. In the event of any termination, the SURVEYOR will be paid for all services rendered to the date of termination plus reimbursable expenses.

7. To the fullest extent permitted by the law, and notwithstanding any other provision to this SCOPE OF SERVICES, the total liability, in the aggregate, of the SURVEYOR and the SURVEYOR'S officers, directors', partners, employees, agents, and sub-consultants, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to this SCOPE OF SERVICES from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty expressed or implied of the SURVEYOR, or the SURVEYOR'S officers, directors', partners, employees, agents, and sub-consultants, shall not exceed the SURVEYOR'S fee specified in the SURVEYOR'S SCOPE OF SERVICES.

8. If there are protracted delays for reasons beyond SURVEYOR's control, within the customary period of time after six (6) months, SURVEYOR's compensation shall be adjusted, taking into consideration changes in price indexes and pay scales applicable to the period when services are, in fact, being rendered.

9. Reimbursable expenses incurred in connection with all basic and additional services will be charged on the basis of cost plus 10% to the CLIENT. Reimbursable Expenses include, but are not limited to, reprographic services, deliveries, and municipality fees.

10. This Agreement is to be governed by the Laws of Arizona.

11. This Work Order is valid for 60 calendar days.



Added
\$2000 for
Survey
Contingency

Engineering • Planning
Surveying • Urban Design
Landscape Architecture

Mr. Sami Dannaoui
Valley Rain Construction Corp.
1614 E. Curry Road
Tempe, AZ 85281
(480) 894-2835
SDannaoui@valleyrain.com

Subject: Proposal for Professional Services for
City of Scottsdale, Fraesfield Trailhead
Project No. 3-DR-2018
City of Scottsdale, Maricopa County, Arizona
Construction Staking Services
WLB Spec No. 218000A-043

Dear Sami:

In accordance with your request and your Typical Staking Requirements, we are pleased to submit this proposal for professional construction services for the proposed Fraesfield Trailhead, Project No. 3-DR-2018, located at 13400 East Rio Verde Drive in the City of Scottsdale, Maricopa County, Arizona.

Accordingly, we propose to provide the following services:

A. SURVEY CONTROL

Establish Survey Control
Set Temporary Benchmarks
Verify North, East and South Property

B. LAYOUT

GRADING

Stake rough grade for sidewalks and curbs, 50' O.C.
Stake basins and channels-Top of slope with offsets to bottom of slopes
Stake Berms-bottom of slope offsets to top
Fill-in rough grade stakes at 50' O.C.



Finish Grades, Curb/Concrete/Paving Blue tops

Curbs and Curb and Gutter, edge of asphalt at 25' O.C.
Curbs and Curb and Gutter, edge of asphalt-radius points
Sidewalks at 25' O.C. and sidewalk radius points
Stake all Grade Breaks Points at curbs and sidewalks
Stake Radius score joints for circular concrete

ROUGH GRADING & FINISH GRADE BREAKOUT

Structures

Building Pads-4 points and finished floor
Miscellaneous Pads-finished floor

Sewer

Sewer line at 25' O.C.
Manholes-offsets 2 points w/elevations (inverts & rims)

Water

Stake water line at 50' Stations
Fire Hydrants-offset 2 points and finished grade

Drainage

Storm drain inverts at 50' O.C.
Manholes/Catch basins/Scuppers-offset 2 points w/elevations

Water Storage System

Pipe inverts along one side of pipe including intake & outlet lines, 50' O.C.

Electrical

Site Lighting, 2 points/pole

SUPPORT

As built drawings Sewer, Water, Storm Drain, Point Grades
Office Calculations

B. CONSTRUCTION LAYOUT (LUMP SUM) \$31,200.00



The work will be billed on a Lump Sum basis. If additional staking is required beyond this scope, it will be billed on a time and materials basis or negotiated prior to any additional work to be completed. Excluded from this proposal are any tasks not specifically mentioned herein.

As part of this proposal, the WLB Group, Inc. is requesting the current AutoCAD drawings for this project.

Sami, we appreciate the opportunity to submit this proposal and look forward to working with you on this project. If the above-described arrangements are satisfactory, please so indicate in the space provided below and return one copy to our office together with a signed copy of our Standard Conditions. We are prepared to begin work when requested.

Sincerely,

THE WLB GROUP, INC.

A handwritten signature in black ink, appearing to read "C. A. Bender", written over a horizontal line.

Curt A. Bender
Survey Manager

ACCEPTED FOR: Valley Rain Construction Corp.

BY: _____ DATE: _____



WLB GROUP STANDARD CONDITIONS OF CONTRACT

1. Client agrees to cooperate in any and every way or manner with WLB on the services to be performed by WLB hereunder.
2. All sketches, drawings, tracings, computations, survey notes and other original documents are and shall remain the property of WLB, subject to the requirements of public agencies.
3. All agreements on WLB's part are contingent upon and subject to the fact that WLB shall not be responsible for damages or be in default or deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, shortages of materials, unavailability of labor at established area wage rates, delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove work promptly, or due to late or slow or faulty performance by Client, other contractor, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of WLB's services hereunder and other unavoidable delay' or any causes beyond reasonable control of WLB. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly. In the event WLB's services hereunder are not completed within six (6) months from the date of this Agreement, WLB reserves the right to adjust its fee for the uncompleted portion of it, services to reflect any increase, of wages, salaries or benefits to be paid by WLB to its employees in the performance of this Agreement.
4. In the event that any staking is destroyed by an act of God or parties other than WLB, the cost of re-staking shall be paid for by Client. Such cost shall be in addition to the compensation otherwise payable to WLB hereunder.
5. WLB makes no representation concerning soil conditions, and has not, unless expressly set forth in the description of the scope of work set forth in this Agreement, undertaken any responsibility to furnish any reports or to secure performance of any test, concerning the character of soils or their suitability for construction. In the event that WLB agrees to secure performance of soil tests, it is agreed that the service shall be for the convenience of the Client, and WLB's only obligation shall be to coordinate performance of soil tests and preparation of soil reports by a soil testing lab, which reports, and tests shall be for exclusive use of and dissemination to Client. WLB shall not be responsible for any claims, liabilities or damages which arise or are alleged to arise out of the making or failure to make soil surveys, compaction tests or other subsurface soil test, of any kind or nature.
6. WLB's responsibility in performing this contract is limited solely to the scope of services to be performed by WLB as expressly as set forth in this contract, and WLB, its agents and/or employees shall have no liability of any kind to the Client or to any construction contractor or sub-contractor or any person having contractual relationships with them for any actions, errors and/or omissions of WLB, its agents and/or employees which are not within the scope of the services to be performed by WLB. Additional services requested by the Client shall be covered by letter or memorandum and constitute an addendum to this Agreement.
7. Client agrees that the liability of WLB, its agents and employees, in connection with services hereunder, to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors and/or omissions of WLB, its agents and/or employees is limited to the total fees actually paid by the Client to WLB for services rendered by WLB hereunder.
8. No conditions or representations altering, detracting from or adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this Agreement and accepted in writing by the other.
9. The Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including, without limitation, prosecution of work and the safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. Client further agrees to defend, indemnify and hold WLB harmless from any and all liability, real or alleged, in connection with the performance of work on the project.
10. Client shall pay the cost of all expenses incurred or to be incurred by WLB directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractors; toll telephone calls and telegrams; and all charges to be paid or incurred for fees, permits, bond premiums, title company charges, delivery charges, blueprints and reproduction of reports, drawings, specifications and all other charges and expense, not specifically itemized in this paragraph, but which are reasonably necessary to the proper completion of the services hereby covered. In the event such reimbursable items are paid directly by WLB, then Client shall be obligated to reimburse WLB therefore, and such charges and expenses shall be invoiced by WLB to Client at direct cost, plus fifteen percent (15%) for handling.
11. Invoices will be issued monthly, are due and payable upon receipt and are delinquent fifteen (15) days after the invoice date. When an invoice becomes delinquent, WLB may, at its option, suspend or stop performance hereunder until such time as all delinquent invoices, together with accrued late charges attorneys' fees, litigation or collection expenses, whether taxable or not, shall have been paid. If an invoice remains delinquent for a period of



fifteen (15) days. WLB may, at its option, terminate this Agreement by giving written notice of its termination to the Client. Termination shall take effect on the date of the notice of termination. In the event of termination under the provisions of this paragraph, WLB shall be entitled to payment for all services rendered and costs incurred hereunder to the date of termination and to recovery of all expenses which are attributable to said termination or described in paragraph 18 hereof.

12. Client shall promptly review invoices and notify WLB of any objection thereto. Absent such objection in writing within ten (10) days of the date of the invoice, the invoice and the services covered thereby shall be deemed proper and acceptable.
13. If invoices are not paid in full prior to delinquency, Client agrees to pay a late charge on the unpaid amount at a monthly rate equivalent to the prime lending rate then being charged by Wells Fargo Bank of Arizona, plus eight (8) percentage points, said late charge to accrue from the date on which each such invoice becomes delinquent. WLB reserves the right to increase or reduce the late charge rate by giving written notice to Client. Notice of any such increase or reduction shall become effective thirty (30) days following the date of the notice. All payments received by WLB shall first be credited to payment of any late charges and then to the principal balance.
14. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions hereof shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision held invalid or unenforceable.
15. In the event of a conflict or dispute as to the interpretation, application or implementation of this Agreement, either party shall have the right to submit the conflict or dispute to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association in effect at the time of submission of the dispute; provided, however, that Client's obligation to make any payment to WLB for services rendered hereunder shall not be subject to arbitration if said obligation is set forth in a statement or invoice rendered by WLB and such statement or invoice is not disputed by Client in writing as required by paragraph 12 hereof.
16. In the event of a change of rule, regulation or policy by any governmental agency or agencies after the date of this Agreement, which change alters the plans, specifications and/or field work to be prepared or performed hereunder, any additional office or field work required as a result of such change shall be deemed additional services, shall be payable by client, and shall be invoiced and paid for as provided herein.
17. Upon written request, each of the parties hereto shall execute and deliver or cause to be executed and delivered such additional instruments and documents as may be necessary and proper to carry out the terms of this Agreement.
18. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation and collection expenses, including, without limitation, witness fees, court costs, attorneys' fees and other expenses, whether taxable or not, shall be paid to the prevailing party.
19. This Agreement binds WLB and Client and their successors, assigns and partners. Neither party shall assign, sublet or transfer his interests, rights nor obligations in this Agreement without the prior written consent of the other party hereto.
20. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.
21. This Agreement sets forth the entire agreement of Client and WLB with respect to the services to be performed hereunder. There are no understandings or agreements except as expressly stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 14th day of MAY, 2018.

For the Owner or Client:

Signature: _____

Title: _____
"Client"

THE WLB GROUP, INC.

By: Curt A. Bender

Title: Survey Department Manager

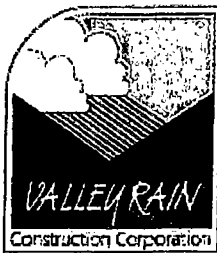


Effective 2017

**PHOENIX
FEE SCHEDULE FOR PROFESSIONAL SERVICES**

TYPICAL HOURLY RATES

<u>Personnel</u>	<u>Hourly Rate</u>
Principal	\$155.00
Public Presentation or Expert Testimony	\$225.00
Senior Project Manager.....	\$130.00
Project Manager	\$120.00
Senior Project: Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	\$105.00
Project: Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer.....	\$100.00
Staff: Design Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	\$90.00
Sr. Cadd Operator	\$85.00
Senior Technician	\$80.00
Design Technician	\$75.00
Technician/Cadd Operator	\$70.00
Draftsperson/Assistant Technician	\$65.00
Clerical.....	\$55.00
Three Man Survey Crew	\$160.00
Two Man Survey Crew	\$145.00
One Man Survey Crew.....	\$120.00



VALLEY RAIN CONSTRUCTION CORP.
1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

Request For Quote

Submitted To: WLB Group	Contact: Curk Bender
Address: Phoenix, AZ	Phone: (480) 736-1600
	Fax:
Project Name: 2018.05.01 Fraesfield Site Only	Bid Number:
Project Location:	Bid Date: 10/3/2017
Estimator:	
Attachments: Fraesfield Description .pdf, Instructions for Document Downloading.pdf, Survey & Staking Scope.pdf	

01 Staking/Survey

Line#	Item #	Description	Quantity	UM	Unit Price
	SC-1	Construction Survey	1.00	LS	27,200 ⁰⁰
	SC-1	Bring in Controls & office Calcs	1.00	LS	2,200 ⁰⁰
	SC-1	As-Builts	1.00	LS	1,800 ⁰⁰
Notes: • Please See Attachment for survey Requirements					

General Notes:

- This project is a poroject Valley Rain is under contract with for the City of Scottsdale.
The Project is Located at 13400 E Rio Verde Drive, Scottsdale. ((rioverde Dr & 134th Street
- Bids will need to be submitted by 3:00pm tuesday, May 1st.
- Quantities Bid Schedule are provide for Informational puposes only. The bidder is responsible for verifying quantities used. Proposals are considered LUMP SUM. Unit costs will be used when appropate to make adjustments to the proposal when there any changes to the plans.
- Building Plans have not yet been released. We expect to receive them the first week of May.
- There are no water facilities in the near vicinity of the project. Contractor is responsible to transport water from a source located approximately 2.2 miles away. Water will be paid for by Valley Rain
- This Project will start mid July and last approximately 9 months.
- Project documents can be viewed and downloaded from Valley Rain's Document Box. Just follow instructions attached to this invitation.
- All Trades should review the phasing plan in the Box account.
- See the Link below to access the bid Documents
- Link for FraesField Trail Head
<https://valleyrain.box.com/s/kqhrq7ezgaf7auo4mlr8voga86wzrpoa>
- Another project with similar scope (Granite Mountain Trail head) is also bidding at the same time, and has the same construction time line. If interested See the additional link below
- Link for Granite Mountain Trailhead
<https://valleyrain.box.com/s/vmvd44s0s4ifv3rvfs5x7wzxfvj6eg3>



Added \$2,000 for
contingency
staking

May 1, 2018

Mr. Jeff Rees
Project Engineer
Valley Rain Construction Corp.
1614 E. Curry Road
Tempe, AZ 85821

Re: Fraesfield Trailhead – City of Scottsdale Project Number 3-Dr-2018 - Construction Staking Services

Dear Mr. Rees,

Thank you for the opportunity to provide you a quote to perform construction staking services on the above referenced project based on the preliminary site improvement plans prepared under SmithGroup Inc. Architects, April 2018. Below we have specifically defined the scope of work and lump sum fee that will be required for The CK Group survey team to perform your request.

SCOPE OF WORK:

1. Verify horizontal and vertical control as provided on the plans.
2. Perform survey calculations, review of CADD files and project management required to stake improvements as noted on the approved plans (to be provided by client) for the project and the staking of the site improvements per plans.
3. Construction Staking tasks:
 - a. Verify the north and east property lines for the proposed site.
 - b. Set temporary benchmarks.
 - c. Set rough grade stakes for sidewalks curbs and roads, on a 50 foot intervals
 - d. Stake basins and channels - top of slope and off set to bottom grid with all pertinent elevation changes and/or grade breaks on a 25 foot intervals.
 - e. Stake Berms - bottom of slope offset to top on a 25 foot intervals.
 - f. Set Finish Grade stakes for Curbs and Curb & Gutter, and edge of asphalt foot intervals.
 - g. Set Finish Grade stakes for Curbs and Curb & Gutter, edge of asphalt - radius points (under 100'), end points and change of direction.
 - h. Set Finish Grade stakes for Sidewalks at 25 foot intervals.
 - i. Set Finish Grade stakes for Sidewalks- radius points (150' radius & under).
 - j. Set Stakes at Grade Break Points at curbs and sidewalks.
 - k. Set Stakes at Radius score joints for circular concrete.
 - l. Set Stakes at Building Pads and Ramadas - 4 points & finished floor.
 - m. Set Stakes at Miscellaneous Pads.
 - n. Set Stakes for walls at offsets, corners and ends (top of footing).
 - o. Set Stakes for Sewer line and water line - at 25 foot intervals.
 - p. Set Stakes Fire Hydrants and Manholes - offset 2 points with finish grade, rim and inverts.
 - q. Set Stakes for site lighting poles, 2 points per pole.



- r. Set cut/fill stakes, at 25 foot intervals, or as needed, for off-site improvements for roadway construction according to the approved plans.
- s. Collect as-built information for the improvements installed and draft as-built data on the approved plan set provided and submit for review to the contractor.
- t. Provide As-Built as (if required) to owner including a Finish Floor certification (if required).

LUMP SUM FEE(S):

It should be noted that the current plan set used for this proposal is substantially lacking labeled construction points. This will require the CK Group to produce the construction staking points based on the project Cad file to be provided by the engineer.

Fraesfield Trailhead – City of Scottsdale - Construction Staking

Construction Surveying and Layout

Lump Sum \$31,750.00

NOTES:

Need for additional survey beyond those specified in the scope of work will be completed as time and material using the following billing rates and fees:

- a. Survey Manager \$115/ Hour
- b. Survey Crew (2-person) \$95/ Hour
- c. Survey Technician \$65/ Hour
- d. Project Coordinator \$75/ Hour
- e. Truck/ Mileage \$0.58/ Mile

TERMS AND CONDITIONS:

- A. Contractor will be invoiced immediately upon completion of work or at the end of each month for projects that exceed a month in duration.
- B. Contractor agrees to pay CK within 30 days from receipt of all invoices.
- C. Failure to pay CK within 30 days may constitute sufficient grounds for CK to suspend or stop work on the project.
- D. This scope of work does not include a cost for traffic control. The CK Group will rely on traffic control being used by the general contractor for the everyday work being performed on the site.
- E. The work will be scheduled in a workman like manner for a minimum of 7 hours per trip. We anticipate 36 total trips for the project. Additional trips requested by the contractor or shortened days of work to meet schedule demands will be billed as an extra per the rates noted above under Notes.
- F. The CK Group requests 48 hours of advance notice to schedule crews to be on site, and assure that we can meet that schedule. When a 48 hour notice is not practicable, we will make all effort to complete tasks in a timely fashion, but make no assurances with less than 48 hours lead time for all service requests.



- G. All scheduling of crews will be made by emailing the CK Survey Request form to: ckgroup@theckgroup.com or by calling the CK Project Manager for your project. We request that no scheduling be done with the onsite crew to avoid schedule conflicts.
- H. The contractor will be responsible for contacting us prior to backfilling any items that require as-built information in the final deliverable, so that the necessary measurements can be made. CK will not be responsible for any charges relating to the cost of re-exposing buried utilities or other items for the purpose of measuring for as-built information.
- I. CK will require a complete, accurate and final set of plans for all work to be completed under this contract. To ensure accuracy of all survey services we also request the CADD based design file, every time it is available. CK will honor the privacy of any project information given to us for the completion of this project.
- J. The working hours are based on a 5-day work week, 8 hours per day, for a total of 40 hours per week with the site properly prepared for the staking requested. Properly prepared is defined as a site clear of any obstructions that would obstruct survey operations. Any hours beyond this definition are considered overtime.
- K. Overtime hours are charged at 1.5 time the hourly rate.
- L. This scope of work does not include any items not specifically listed above.

Please contact Brian Haught, at 602-482-5884, with any questions regarding the proposed scope of work and scheduling of work.

Thank you for the opportunity to provide this bid/ estimate of services.

By signing below both parties agree to the terms of this agreement, and this document becomes a binding contract between the two undersigned parties.

Respectfully,

Accepted by:

A handwritten signature in cursive script that reads 'Brian Haught'.

Brian Haught, PE
Project Manager



Services Estimate

Date	Estimate #
5/8/2018	05081806

To:
Valley Rain Construction 1614 E. Curry Tempe, AZ 85281 Attn: Estimating Dept

Sales Rep
Jeff Gardner

Job Name
FRAESFIELD TRAILHEAD

Item	Description	Qty	U/M	Cost	Total
	RVISED SWPPP ESTIMATE FOR: FRAESFIELD TRAILHEAD 13400 E RIO VERDE DRIVE SCOTTSDALE, AZ 85262				
SWPPP Narrative	SWPPP Narrative Design Manual - Required per EPA Specifications (Each) Narratives alone (no BMP installations) will be \$1000.00 If Monitoring Plan is required, additional charges will apply	1		875.00	875.00
Compost Filter ...	Installation of 9" Compost Filter Sock (LF) (EPA approved equal to silt fence as specified)	7,000		1.85	12,950.00
	AS ALTERNATE (IF ABSOLUTELY REQUIRED) Installation of wire backed silt fence on job site (at \$2.98/LF) Installed using steel t-posts via Tommy Slice Method (orange safety caps for steel t-posts are included) Gravel Backfill not required when Slice Method of installation is used				
Rock Entrance Misc	Rock Entrance installed with Rock and Filterfabric per SWPPP Plan (Each) Installation of Rumble Grates on job site included in above price if installed at the same time as the rock entrance (additional cost if installed later) Monthly rental charge for Rumble grates on the job site. \$350.00 per month + tax per entrance Maintenance not included	1		1,575.00	1,575.00
Concrete Rolloff	15 Cubic Yard Concrete Rolloff System (Each) Additional Move Charges, and contaminated water pump off charges may apply.	1		725.00	725.00

Provisions: Additional mobilization charges may apply. Silt fencing installed using "Slicing" direct burial per detail attachment 'A' supplied upon request. Special conditions: Surveying, Taxes, Permits, Rocky Conditions, Berming, Rock Backfill, Rock Outlet Protection, NOI, NOT, Wire Backing, Rip Rap, Dust Control Stabalization and Removal of BMP's will be additional unless included above. PRICING BASED ON SPECIFIED QUANTITIES. REDUCTION IN QUANTITY WILL RESULT IN PRICING ADJUSTMENTS. Narrative alone is \$1000.

Total
ALL ADDENDA HAVE BEEN RECEIVED AND ACKNOWLEDGED

By Signing this Estimate I am Authorizing SWPP Solutions to Proceed with the work indicated above:

Print Name: _____ Signature: _____

<p>Po Box: 14695, Scottsdale, AZ 85267</p> <p>Phone: 480-513-8986 ROC 258214</p> <p>Fax: 480-657-2057 Email: Jeff@desertservices.net</p>
--



Services Estimate

Date	Estimate #
5/8/2018	05081806

To:
Valley Rain Construction 1614 E. Curry Tempe, AZ 85281 Attn: Estimating Dept

Sales Rep
Jeff Gardner

Job Name
FRAESFIELD TRAILHEAD

Item	Description	Qty	U/M	Cost	Total
SWPPP Sign	SWPPP Sign - per ADEQ Specifications	1		225.00	225.00
Dust Control Sign	Dust Control Sign	1		475.00	475.00
Spill Kit	Spill Kit - per ADEQ Specifications	1		325.00	325.00
Inspections	SWPPP Inspections: (approximately 9 months) Performed every 14 days @ \$175.00 each as required by ADEQ/SWPPP Additional inspections for rain events and/or project extension are not included in this total & will be billed at \$175.00 each	18		175.00	3,150.00
Misc	SWPPP maintenance @ \$47.50 per man hour				
Permit Filing	Dust Control Permit (\$1,560.00) - \$500.00 Filing, Plus \$1,060.00 Acreage Fee				
Mobilization Ch...	Mobilization Charges (Each)	2		225.00	450.00
Water Truck Ser...	"ADDITIONAL SERVICES" Provide water truck services for dust control prevention and track out. Several schedules available: Services beginning at \$85.00 per hr based 5X2X and \$95.00 per hr based on 5X1X Schedules. Onsite full time trucks with Maricopa Certified drivers available to completely manage your site at \$49.50 per hour, based on 8 hrs per day. (We maintain all required 310 Logs with GPS Backup and Comprehensive Certified Drivers. We are a Maricopa County Certified Dust Control Company)				

Provisions: Additional mobilization charges may apply. Silt fencing installed using "Slicing" direct burial per detail attachment 'A' supplied upon request. Special conditions: Surveying, Taxes, Permits, Rocky Conditions, Berming, Rock Backfill, Rock Outlet Protection, NOI, NOT, Wire Backing, Rip Rap, Dust Control Stabilization and Removal of BMP's will be additional unless included above. PRICING BASED ON SPECIFIED QUANTITIES. REDUCTION IN QUANTITY WILL RESULT IN PRICING ADJUSTMENTS. Narrative alone is \$1000.

Total

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ROC 258214

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Email: Jeff@desertservices.net



Services Estimate

Date	Estimate #
5/8/2018	05081806

To:
Valley Rain Construction 1614 E. Curry Tempe, AZ 85281 Attn: Estimating Dept

Sales Rep
Jeff Gardner

Job Name
FRAESFIELD TRAILHEAD

Item	Description	Qty	U/M	Cost	Total
Temp Fencing	Installation & removal of temp fence @ 1.25/LF + trip charge + tax Price is the same for pounded or on stands (add \$10.00 per stand for sand bags) Gate is included in the install/remove price Privacy screen is an add'l \$2.75/LF + tax installed Rental is \$.250/LF + tax per month (\$100.00 minimum monthly rental charge) **\$225.00 + tax per trip charge (initial installation and any add'l trips)				
PORTABLE TOILETS	Porta John Services - @ \$80.00 per month - 1 cleaning per week. \$25.00 Del + 5% fuel surcharge + tax				
ROLL OFFS	40 Yard @ \$425.00 + 5% fuel surcharge 5 Ton included - \$50.00 per ton over 5 Please call for pricing on other sizes				
STREET SWEEPING	Provide street sweeping services at \$85.00 per hour with a two hour minimum. No drive time!				

Provisions: Additional mobilization charges may apply. Silt fencing installed using "Slicing" direct burial per detail attachment 'A' supplied upon request. Special conditions: Surveying, Taxes, Permits, Rocky Conditions, Berming, Rock Backfill, Rock Outlet Protection, NOI, NOT, Wire Backing, Rip Rap, Dust Control Stabilization and Removal of BMP's will be additional unless included above. PRICING BASED ON SPECIFIED QUANTITIES. REDUCTION IN QUANTITY WILL RESULT IN PRICING ADJUSTMENTS. Narrative alone is \$1000.

Total \$20,750.00

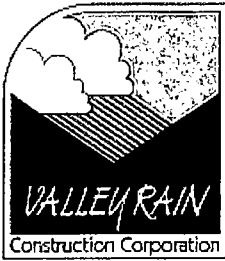
ALL ADDENDA HAVE BEEN
RECEIVED AND ACKNOWLEDGED

By Signing this Estimate I am Authorizing SWPP Solutions to Proceed with the work indicated above:

Print Name: _____ Signature: _____

Po Box: 14695, Scottsdale, AZ 85267
Phone: 480-513-8986
ROC 258214

Fax: 480-657-2057
Email: Jeff@desertservices.net



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:			
Address:	7447 East Indian School Road, Suite 205	Phone:	480-312-7869		
	Scottsdale, AZ 85251	Fax:	480-312-7971		
Project Name:	2018.05.01 VRCC SWPPP	Bid Number:			
Project Location:		Bid Date:	5/18/2018		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

Site Controls

SC-3	Construction Entrance	1.00	LS	\$4,319.32	\$4,319.32
SC-3	Silt Fence	1.00	LS	\$19,180.00	\$19,180.00
SC-3	SWPPP Maintenance	1.00	LS	\$1,330.00	\$1,330.00
SC-3	Washout Area	1.00	LS	\$1,780.00	\$1,780.00
SC-3	Water Transportation	1.00	LS	\$2,510.00	\$2,510.00

Total Price for above Site Controls Items: \$29,119.32

Total Bid Price: \$29,119.32

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
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SWP Contracting and Paving

P. (623)544-7305, F. (623)544-5261
5624 N 54th Ave* Glendale, AZ • 85301

TO: Valley Rain Construction Corp	PROJECT NAME: Fraesfield Trailhead
1614 E. Curry Road	LOCATION: Rio Verde Dr. West of 136th St. (Scottsdale)
Tempe, AZ 85281	PLAN DATE: April 16, 2018
EMAIL: Byron@valleyrain.com	ARCHITECT: Smithgroup JJR
ATTN: Byron Burkholder	SOIL ENGINEER: Speedie and Associates
DATE: May 4, 2018	REPORT DATE: November 27, 2017

We propose to furnish all labor and material necessary to complete work as described per our unit prices.
All work will be performed in accordance with the plans and specifications.

Proposal of Work To Be Performed					
No.	Description	Quantity	Unit	Unit Price	Extended Price
10	CONSTRUCTION ENTRANCE	166.000	SY	\$22.50	\$3,735.00
20	SILT FENCE	7,150.000	LF	\$3.50	\$25,025.00
30	SWPPP MAINTENANCE	9.000	MO	\$575.00	\$5,175.00
40	CONCRETE WASHOUT AREA	1.000	LS	NO BID	NO BID
50	WATER TRANSPORT / HAULING - SWPPP	1.000	LS	\$750.00	\$750.00
SWPPP Subtotal:					\$34,685.00
60	DRIVE 3" AC OVER 6" ABC INCLUDING MARICOPA EDGE	6,530.000	SY	\$28.00	\$182,840.00
70	STABILIZED ABC 8" DEEP - PARKING	3,490.000	SY	\$19.00	\$66,310.00
80	STABILIZED ABC 8" DEEP - HOST SITE	1,170.000	SY	\$19.00	\$22,230.00
90	STABILIZED ABC 8" DEEP - EQUESTRIAN	2,760.000	SY	\$19.00	\$52,440.00
100	WATER TRANSPORT / HAULING - PAVING	1.000	LS	\$7,500.00	\$7,500.00
Paving Subtotal:					\$331,320.00
Project Subtotal					\$366,005.00
This proposal is based on Prime TPT - Subcontractor			State/Co Tax	Excluded	
			City Sales Tax	Excluded	
Project Total					\$ 366,005.00

This proposal is to become part of the contract. This proposal is subject to change if not accepted within thirty days of the date hereon.
This proposal is conditioned upon the negotiation of terms and conditions of a mutually agreeable contract form setting forth the material terms and conditions of the agreement between the parties.
This proposal shall not be effective in the event that the Owner/Contractor seeks to have SWP Contracting and Paving defend and/or indemnify it or them from damages resulting from it or their negligent acts or omissions.
Payment to be based on actual field-measured quantities unless otherwise stated. Monthly progress payments on completed work due 30 days after completion and acceptance of our work, no retention is to be withheld. Interest will be charged at the rate of 1.5% per month on all late balances. Any costs or fees incurred in the pursuit of the collection of this account will be paid by the Owner.
Thank you for the opportunity to bid on this project.

ACCEPTANCE OF CONTRACT/PROPOSAL

The above prices, specifications and conditions on the front of this proposal are satisfactory and are hereby accepted, giving SWP Contracting and Paving authorization to complete work as specified. Funding verification and further payment terms to be established prior to starting work.

OFFERER: SWP Contracting and Paving	OFFEREE:
BY: Anthony Heim	ACCEPTED BY:
TITLE: Project Manager	TITLE:
DATE: May 4, 2018	DATE:

Exhibit "A"

Fraesfield Trailhead Exclusions and Qualifications

Exclusions

1. Sales tax and bond
2. Permits including but not limited to dust control, SWPPP and NOI
3. Identification and handling of hazardous materials
4. Utility relocations / Pole removals
5. Herbicide
6. Dewatering
7. Hard dig
8. Inspection fees
9. Salvage or removal of protected trees
10. Structural excavation and backfill
11. Survey, construction staking and as built
12. Engineering and testing (QC and QA)
13. Import/Export
14. Handling and/or haul off of unsuitable materials
15. Subsurface removals
16. Ripping and handling of ripped material
17. Limited compaction and/or ripping and flooding
18. Traffic control
19. Signage and striping
20. Water purchase and means to load water truck
21. Night time or weekend work.

Qualifications

1. Our proposal is based on obtaining construction water from a water source provided by Valley Rain at minimum 300 GPM, 12 hours per day, 5 days per week for the duration of the work within 2.2 miles of the project site. In the event an onsite water source is unavailable, SWP will require owner to provide alternative water source and will submit a water delivery and/or remobilization cost analysis once the alternate source has been secured.
2. Labor and material pricing good through December 31, 2018. Asphalt pricing is volatile and subject to market fluctuations. Any increases in asphalt pricing will be passed on to owner.
3. Pricing includes 3 grading mobilizations and 2 paving mobilization. Any additional mobilizations will be billed at \$4,500 per each.
4. Our proposal excludes moisture conditioning and compaction of subgrade. It is assumed that the grading contractor will turn over subgrade material that meets the requirements of the geotechnical report.
5. Site grading contractor to turn over subgrade that is +/- 0.2' and balances within each 250' section. We have included finish grading subgrade prior to ABC installation but have not included any earthmoving or grading in our proposal.
6. Herbicide or any other soil treatments are excluded.
7. Steel edging and stakes between adjacent areas are excluded.
8. Water hauling and dust control is included for our scope of work only.
9. Paving pricing includes Type A Maricopa Edge as detailed on the plans.
10. Stabilized ABC is priced based upon the use of Soil Sement by Earth Care Consultants. This is not the specified stabilizer and was requested by Valley Rain. Price includes two applications, one blended and the other topical. Material will be blended in place for larger areas and blended on a mixing table for smaller areas like

Initial:_____

Initial:_____

SWP Contacting & Paving

Exhibit "A"

Fraesfield Trailhead Exclusions and Qualifications

parking stalls. Valley Rain to provide area for mixing table within 250' of the work area. Pricing is based upon 8" of ABC with the top 4" being stabilized. No DG will be utilized.

11. No retention will be withheld on the is project.
12. Pricing excludes stabilized DG for trailheads.
13. Concrete Washout is excluded as no timeframe and number of disposals/maintenance were provided.
14. Warranty and mock up of stabilized ABC is excluded.
15. Pricing excludes protection of adjacent areas from stabilizer overspray.

Initial:_____

Initial:_____

SWP Contacting & Paving

ESTIMATE



Valley Rain- Fraesfield Site

LP Rent A Fence

6929 W Southern Ave
Laveen, AZ 85339

Phone: (602) 763-6438

Email: paul.lprentafence@gmail.com

Estimate #

000070

Date

05/08/2018

Description	Total
6p on stands (SE 4 Buildings 1008 LF of temp fence, normal install, up to 9 month rental and 1 removal Plus 1008 LF of new Tan Windscreen Plus 168 mats	\$6,652.80
6p on stands SC4 Main Parking 2100 LF of normal install , up to 6 month rental, and 1 removal	\$3,465.00
6p on stands SC4 EQUESTRIAN PARKING 900 LF of temp fence, normal install, up to 3 month rental, and 1 removal	\$1,395.00
6p on stands Host Site (north) 900 LF of temp fence, normal install, up to 3 months rental and 1 removal.	\$1,395.00
6p on stands SC 4 Entry Road and Parking relocate 1200 LF of temp fence, normal install, up to 3 months rental and 1 removal.	\$1,860.00
6p on stands SC 4 Entry Road 2808 LF of temp fence, normal install, up to 3 month rental, and 1 removal	\$4,352.40
Hand Carry Mountain Side	\$1.00
Any panels needing carried more than 20 feet from truck are considered hand carry. Hand Carry is an additional expense not included in the PLF of previous listed items.	

Subtotal	\$19,121.20
Scottsdale	\$1,520.14
Total	\$20,641.34

Paul Hollinshead

Valley Rain- Fraesfield Site



2131 W. Roosevelt St
Phoenix, AZ 85009
602-253-5006

Sales Representative Info:

Prepared By: Mary Pectral

E-mail Address: mpectral@rentnational.com

Fax Signed Quote To: 602-253-0166

QUOTATION FOR SERVICES

NOTE: Installation CANNOT be confirmed until signed quote is returned and received.

Region:

Date:

Company Name: Valley Rain Construction		E-mail: byron@valleyrain.com				
Bid Requested By: Byron Burkholder		Other Phone:				
Company Phone: 480-894-2835		Fax Number:				
Job/Event Name: Fraesfield Trailhead- Buildings		Site Contact Name:				
Job Address: 13400 E Rio Verde Dr		Site Contact Phone:				
Cross Street:		Other Info:				
Job City/State/Zip: Scottsdale AZ		Existing Account #:				
Contract Length	Delivery/Install Date	Removal Date	Payment Terms	** Prevailing Wage?		
9 months	Bidding		N30	No		
#	Quantity	UOM	Description	Taxable	Unit Price	Amount
1	1,008	LF	6'x12' temporary panels on stands	✓	\$1.89	\$1,905.12
2	28	EACH	Support posts	✓	\$12.50	\$350.00
3	1,008	LF	6' Windscreen	✓	\$1.75	\$1,764.00
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
Notes: Hand carry charge is \$0.75 per foot Hillside charge is \$0.75 per foot				Subtotal		\$4,019.12
				Sales Tax (8.6)		\$345.64
				Total		\$4,364.76
Please provide Address: _____ billing information. City: _____ State: _____ Zip: _____				This bid expires in 30 days.		

All Prices include a one-time Delivery/Installation and a one-time Pick-up/Removal.

Minimum for Order \$450.00

Bids are based on quantity; if the quantity changes, the bid changes. Please note, deliveries/installs are scheduled Mon.-Fri. 7:00 a.m. - 3:00 p.m. Additional fees will be assessed for Hillside Installations, Hand Carry, Core Drilling and Inaccessibility. Additional charges will also apply for weekends and after hours work. COD orders are to be paid either in advance or upon delivery prior to installation. Orders with driven post(s) will require 3-5 business days to complete the underground markings. Remove and Relocate charges are billed at the same rate as the installation price.

** In the event that the above services are subject to prevailing wage laws, any penalties or increased wages not included in this estimate will be paid by the Lessee. Certified payroll is available upon request.

Customer's Signature: _____

Date: _____

Print Customer Name: _____

PO#: _____





Good People. Great Service.™

2131 W. Roosevelt St
Phoenix, AZ 85009
602-253-5006

Sales Representative Info:

Prepared By: Mary Pectral

E-mail Address: mpectral@rentnational.com

Fax Signed Quote To: 602-253-0166

QUOTATION FOR SERVICES

NOTE: Installation CANNOT be confirmed until signed quote is returned and received.

Region:

Date:

Company Name: Valley Rain Construction		E-mail: byron@valleyrain.com	
Bid Requested By: Byron Burkholder		Other Phone:	
Company Phone: 480-894-2835		Fax Number:	
Job/Event Name: Fraesfield Trailhead- Entry Rd&Relo		Site Contact Name:	
Job Address: 13400 E Rio Verde Dr		Site Contact Phone:	
Cross Street:		Other Info:	
Job City/State/Zip: Scottsdale AZ		Existing Account #:	
Contract Length	Delivery/Install Date	Removal Date	Payment Terms
3 months	Bidding		N30
		** Prevailing Wage?	
		No	

#	Quantity	UOM	Description	Taxable	Unit Price	Amount
1	1,200	LF	Relocate 6'x12' temporary panels on stands from Main Parking	✓	\$1.29	\$1,548.00
2	2,800	LF	6'x12' temporary panels on stands	✓	\$1.69	\$4,732.00
3	50	EACH	Support posts	✓	\$12.50	\$625.00
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Notes: Hand carry charge is \$0.75 per foot Hillside charge is \$0.75 per foot			Subtotal	\$6,905.00
			Sales Tax (8.6)	\$593.83
			Total	\$7,498.83
Please provide Address: _____ billing information. City: _____ State: _____ Zip: _____			This bid expires in 30 days.	

All Prices include a one-time Delivery/Installation and a one-time Pick-up/Removal.

Minimum for Order \$450.00

Bids are based on quantity; if the quantity changes, the bid changes. Please note, deliveries/installs are scheduled Mon.-Fri. 7:00 a.m. - 3:00 p.m. Additional fees will be assessed for Hillside Installations, Hand Carry, Core Drilling and Inaccessibility. Additional charges will also apply for weekends and after hours work. COD orders are to be paid either in advance or upon delivery prior to installation. Orders with driven post(s) will require 3-5 business days to complete the underground markings. Remove and Relocate charges are billed at the same rate as the installation price.

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Customer's Signature: _____

Date: _____

Print Customer Name: _____

PO#: _____





2131 W. Roosevelt St
Phoenix, AZ 85009
602-253-5006

Sales Representative Info:

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Region:

Date:

Company Name: Valley Rain Construction		E-mail: byron@valleyrain.com	
Bid Requested By: Byron Burkholder		Other Phone:	
Company Phone: 480-894-2835		Fax Number:	
Job/Event Name: Fraesfield Trallhead- Equestrian Park		Site Contact Name:	
Job Address: 13400 E Rio Verde Dr		Site Contact Phone:	
Cross Street:		Other Info:	
Job City/State/Zip: Scottsdale AZ		Existing Account #:	
Contract Length	Delivery/Install Date	Removal Date	Payment Terms
3 months	Bidding		N30
		** Prevailing Wage?	
		No	

#	Quantity	UOM	Description	Taxable	Unit Price	Amount
1	900	LF	6'x12' temporary panels on stands	✓	\$1.69	\$1,521.00
2	25	EACH	Support posts	✓	\$12.50	\$312.50
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Notes: Hand carry charge is \$0.75 per foot Hillside charge is \$0.75 per foot			Subtotal	\$1,833.50
			Sales Tax (8.6)	\$157.68
			Total	\$1,991.18
Please provide Address: _____ billing information. City: _____ State: _____ Zip: _____			This bid expires in 30 days.	

All Prices include a one-time Delivery/Installation and a one-time Pick-up/Removal.

Minimum for Order \$450.00

Bids are based on quantity; if the quantity changes, the bid changes. Please note, deliveries/installs are scheduled Mon.-Fri. 7:00 a.m. - 3:00 p.m. Additional fees will be assessed for Hillside Installations, Hand Carry, Core Drilling and Inaccessibility. Additional charges will also apply for weekends and after hours work. COD orders are to be paid either in advance or upon delivery prior to installation. Orders with driven post(s) will require 3-5 business days to complete the underground markings. Remove and Relocate charges are billed at the same rate as the installation price.

**** In the event that the above services are subject to prevailing wage laws, any penalties or increased wages not included in this estimate will be paid by the Lessee. Certified payroll is available upon request.**

Customer's Signature: _____

Date: _____

Print Customer Name: _____

PO#: _____





2131 W. Roosevelt St
Phoenix, AZ 85009
602-253-5006

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Region:

Date:

Company Name: Valley Rain Construction		E-mail: byron@valleyrain.com	
Bid Requested By: Byron Burkholder		Other Phone:	
Company Phone: 480-894-2835		Fax Number:	
Job/Event Name: Fraesfield Trailhead- Host Site		Site Contact Name:	
Job Address: 13400 E Rio Verde Dr		Site Contact Phone:	
Cross Street:		Other Info:	
Job City/State/Zip: Scottsdale AZ		Existing Account #:	
Contract Length	Delivery/Install Date	Removal Date	Payment Terms
3 months	Bidding		N30
			** Prevalling Wage?
			No

#	Quantity	UOM	Description	Taxable	Unit Price	Amount
1	900	LF	6'x12' temporary panels on stands	✓	\$1.69	\$1,521.00
2	25	EACH	Support posts	✓	\$12.50	\$312.50
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Notes: Hand carry charge is \$0.75 per foot Hillside charge is \$0.75 per foot	Subtotal	\$1,833.50
	Sales Tax (8.6)	\$157.68
	Total	\$1,991.18

Please provide Address: _____ billing information. City: _____ State: _____ Zip: _____	This bid expires in 30 days.
---	-------------------------------------

All Prices include a one-time Delivery/Installation and a one-time Pick-up/Removal.

Minimum for Order \$450.00

Bids are based on quantity; If the quantity changes, the bid changes. Please note, deliveries/installs are scheduled Mon.-Fri. 7:00 a.m. - 3:00 p.m. Additional fees will be assessed for Hillside Installations, Hand Carry, Core Drilling and Inaccessibility. Additional charges will also apply for weekends and after hours work. COD orders are to be paid either in advance or upon delivery prior to installation. Orders with driven post(s) will require 3-5 business days to complete the underground markings. Remove and Relocate charges are billed at the same rate as the installation price.

** In the event that the above services are subject to prevailing wage laws, any penalties or increased wages not included in this estimate will be paid by the Lessee. Certified payroll is available upon request.

Customer's Signature: _____

Date: _____

Print Customer Name: _____

PO#: _____





2131 W. Roosevelt St
Phoenix, AZ 85009
602-253-5006

Sales Representative Info:

Prepared By: Mary Pectral

E-mail Address: mpectral@rentnational.com

Fax Signed Quote To: 602-253-0166

QUOTATION FOR SERVICES

NOTE: Installation CANNOT be confirmed until signed quote is returned and received.

Region:

Date:

Company Name: Valley Rain Construction				E-mail: byron@valleyrain.com					
Bid Requested By: Byron Burkholder				Other Phone:					
Company Phone: 480-894-2835				Fax Number:					
Job/Event Name: Fraesfield Trailhead- Main Parking				Site Contact Name:					
Job Address: 13400 E Rio Verde Dr				Site Contact Phone:					
Cross Street:				Other Info:					
Job City/State/Zip: Scottsdale AZ				Existing Account #:					
Contract Length		Delivery/Install Date		Removal Date		Payment Terms		** Prevailing Wage?	
6 months		Bidding				N30		No	
#	Quantity	UOM	Description	Taxable	Unit Price	Amount			
1	2,100	LF	6'x12' temporary panels on stands	✓	\$1.69	\$3,549.00			
2	58	EACH	Support posts	✓	\$12.50	\$725.00			
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
Notes: Hand carry charge is \$0.75 per foot Hillside charge is \$0.75 per foot						Subtotal		\$4,274.00	
						Sales Tax (8.6)		\$367.56	
						Total		\$4,641.56	
Please provide Address: _____ billing information. City: _____ State: _____ Zip: _____						This bid expires in 30 days.			

All Prices include a one-time Delivery/Installation and a one-time Pick-up/Removal.

Minimum for Order \$450.00

Bids are based on quantity; if the quantity changes, the bid changes. Please note, deliveries/installs are scheduled Mon.-Fri. 7:00 a.m. - 3:00 p.m. Additional fees will be assessed for Hillside Installations, Hand Carry, Core Drilling and Inaccessibility. Additional charges will also apply for weekends and after hours work. COD orders are to be paid either in advance or upon delivery prior to installation. Orders with driven post(s) will require 3-5 business days to complete the underground markings. Remove and Relocate charges are billed at the same rate as the installation price.

** In the event that the above services are subject to prevailing wage laws, any penalties or increased wages not included in this estimate will be paid by the Lessee. Certified payroll is available upon request.

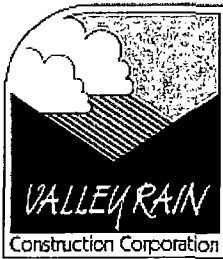
Customer's Signature: _____

Date: _____

Print Customer Name: _____

PO#: _____





VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205	Phone:	480-312-7869
	Scottsdale, AZ 85251	Fax:	480-312-7971
Project Name:	2018.05.01 Fraesfield VRCC Demolition	Bid Number:	
Project Location:		Bid Date:	5/18/2018

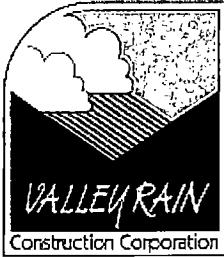
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Demolition					
D-1	Clear & Grub	1.00	LS	\$13,200.00	\$13,200.00
D-2	Remove AC Millings	6,500.00	SY	\$6.55	\$42,575.00
D-3	Remove Fence	1,410.00	LF	\$1.90	\$2,679.00
D-4	Remove Sign, Pole & Foundation	6.00	EACH	\$211.00	\$1,266.00
D-5	Transport Water Demolition	1.00	LS	\$2,520.00	\$2,520.00
D-Add	Miscellaneous Demolition Items	1.00	LS	\$0.00	\$0.00
Total Price for above Demolition Items:					\$62,240.00

Total Bid Price: **\$62,240.00**

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
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VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.01 Fraesfield VRCC Grading	Bid Number:	
Project Location:		Bid Date:	5/18/2018

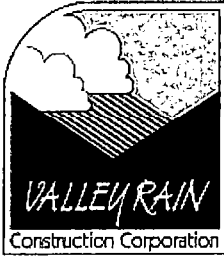
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Grading					
G-1	Site Grading	1.00	LS	\$198,970.00	\$198,970.00
G-2	Transport Water Grading	1.00	LS	\$24,530.00	\$24,530.00
Total Price for above Grading Items:					\$223,500.00

Total Bid Price: **\$223,500.00**

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
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VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.01 Fraesfield VRCC Paving	Bid Number:	
Project Location:		Bid Date:	5/18/2018

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Paving					
P-1	Drive 3" over 6" ABC, include Maricopa edge	6,227.00	SY	\$28.10	\$174,978.70
P-2	Stabilized ABC 8" deep parking spaces	2,087.00	SY	\$20.60	\$42,992.20
P-3	Stabilized ABC Host Site 8" Deep	250.00	SY	\$18.40	\$4,600.00
P-4	Stabilized ABC Equestrian Parking 8"	3,337.00	SY	\$18.40	\$61,400.80
P-5	Transport Water Paving	1.00	LS	\$14,700.00	\$14,700.00
P-Add	Miscellaneous Paving Items	1.00	LS	\$0.00	\$0.00
Total Price for above Paving Items:					\$298,671.70

Total Bid Price: **\$298,671.70**

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
---	---



SWP Contracting and Paving

P. (623)544-7305, F. (623)544-5261
5624 N 54th Ave Glendale, AZ • 85301

TO: Valley Rain Construction Corp	PROJECT NAME: Fraesfield Trailhead
1614 E. Curry Road	LOCATION: Rio Verde Dr. West of 136th St. (Scottsdale)
Tempe, AZ 85281	PLAN DATE: April 16, 2018
EMAIL: Byron@valleyrain.com	ARCHITECT: Smithgroup JJR
ATTN: Byron Burkholder	SOIL ENGINEER: Speedie and Associates
DATE: May 4, 2018	REPORT DATE: November 27, 2017

We propose to furnish all labor and material necessary to complete work as described per our unit prices.
All work will be performed in accordance with the plans and specifications.

Proposal of Work To Be Performed					
No.	Description	Quantity	Unit	Unit Price	Extended Price
10	CONSTRUCTION ENTRANCE	166.000	SY	\$22.50	\$3,735.00
20	SILT FENCE	7,150.000	LF	\$3.50	\$25,025.00
30	SWPPP MAINTENANCE	9.000	MO	\$575.00	\$5,175.00
40	CONCRETE WASHOUT AREA	1.000	LS	NO BID	NO BID
50	WATER TRANSPORT / HAULING - SWPPP	1.000	LS	\$750.00	\$750.00
SWPPP Subtotal:					\$34,685.00
60	DRIVE 3" AC OVER 6" ABC INCLUDING MARICOPA EDGE	6,530.000	SY	\$28.00	\$182,840.00
70	STABILIZED ABC 8" DEEP - PARKING	3,490.000	SY	\$19.00	\$66,310.00
80	STABILIZED ABC 8" DEEP - HOST SITE	1,170.000	SY	\$19.00	\$22,230.00
90	STABILIZED ABC 8" DEEP - EQUESTRIAN	2,760.000	SY	\$19.00	\$52,440.00
100	WATER TRANSPORT / HAULING - PAVING	1.000	LS	\$7,500.00	\$7,500.00
Paving Subtotal:					\$331,320.00
				Project Subtotal	\$366,005.00
This proposal is based on Prime TPT - Subcontractor			State/Co Tax	Excluded	
			City Sales Tax	Excluded	
			Project Total	\$	366,005.00

This proposal is to become part of the contract. This proposal is subject to change if not accepted within thirty days of the date hereon.

This proposal is conditioned upon the negotiation of terms and conditions of a mutually agreeable contract form setting forth the material terms and conditions of the agreement between the parties.

This proposal shall not be effective in the event that the Owner/Contractor seeks to have SWP Contracting and Paving defend and/or indemnify it or them from damages resulting from it or their negligent acts or omissions.

Payment to be based on actual field-measured quantities unless otherwise stated. Monthly progress payments on completed work due 30 days after completion and acceptance of our work, no retention is to be withheld. Interest will be charged at the rate of 1.5% per month on all late balances. Any costs or fees incurred in the pursuit of the collection of this account will be paid by the Owner.

Thank you for the opportunity to bid on this project.

ACCEPTANCE OF CONTRACT/PROPOSAL

The above prices, specifications and conditions on the front of this proposal are satisfactory and are hereby accepted, giving SWP Contracting and Paving authorization to complete work as specified. Funding verification and further payment terms to be established prior to starting work.

OFFERER: SWP Contracting and Paving	OFFEREE:
BY: Anthony Heim	ACCEPTED BY:
TITLE: Project Manager	TITLE:
DATE: May 4, 2018	DATE:

Exhibit "A"

Fraesfield Trailhead Exclusions and Qualifications

Exclusions

1. Sales tax and bond
2. Permits including but not limited to dust control, SWPPP and NOI
3. Identification and handling of hazardous materials
4. Utility relocations / Pole removals
5. Herbicide
6. Dewatering
7. Hard dig
8. Inspection fees
9. Salvage or removal of protected trees
10. Structural excavation and backfill
11. Survey, construction staking and as builts
12. Engineering and testing (QC and QA)
13. Import/Export
14. Handling and/or haul off of unsuitable materials
15. Subsurface removals
16. Ripping and handling of ripped material
17. Limited compaction and/or ripping and flooding
18. Traffic control
19. Signage and striping
20. Water purchase and means to load water truck
21. Night time or weekend work.

Qualifications

1. Our proposal is based on obtaining construction water from a water source provided by Valley Rain at minimum 300 GPM, 12 hours per day, 5 days per week for the duration of the work within 2.2 miles of the project site. In the event an onsite water source is unavailable, SWP will require owner to provide alternative water source and will submit a water delivery and/or remobilization cost analysis once the alternate source has been secured.
2. Labor and material pricing good through December 31, 2018. Asphalt pricing is volatile and subject to market fluctuations. Any increases in asphalt pricing will be passed on to owner.
3. Pricing includes 3 grading mobilizations and 2 paving mobilization. Any additional mobilizations will be billed at \$4,500 per each.
4. Our proposal excludes moisture conditioning and compaction of subgrade. It is assumed that the grading contractor will turn over subgrade material that meets the requirements of the geotechnical report.
5. Site grading contractor to turn over subgrade that is +/- 0.2' and balances within each 250' section. We have included finish grading subgrade prior to ABC installation but have not included any earthmoving or grading in our proposal.
6. Herbicide or any other soil treatments are excluded.
7. Steel edging and stakes between adjacent areas are excluded.
8. Water hauling and dust control is included for our scope of work only.
9. Paving pricing includes Type A Maricopa Edge as detailed on the plans.
10. Stabilized ABC is priced based upon the use of Soil Sement by Earth Care Consultants. This is not the specified stabilizer and was requested by Valley Rain. Price includes two applications, one blended and the other topical. Material will be blended in place for larger areas and blended on a mixing table for smaller areas like

Initial:_____

Initial:_____

SWP Contacting & Paving

Exhibit "A"

Fraesfield Trailhead Exclusions and Qualifications

parking stalls. Valley Rain to provide area for mixing table within 250' of the work area. Pricing is based upon 8" of ABC with the top 4" being stabilized. No DG will be utilized.

11. No retention will be withheld on the is project.
12. Pricing excludes stabilized DG for trailheads.
13. Concrete Washout is excluded as no timeframe and number of disposals/maintenance were provided.
14. Warranty and mock up of stabilized ABC is excluded.
15. Pricing excludes protection of adjacent areas from stabilizer overspray.

Initial:_____

Initial:_____

SWP Contacting & Paving



PROPOSAL

5624 N. 54th Ave
Glendale, AZ 85301
Office: (602) 438-7989

CUSTOMER: Valley Rain
JOB NAME: Fraesfield Trailhead
LOCATION: City of Scottsdale

BID DATE: 5/11/2018
ATTN: Byron Burkholder
CONTACT #:

QTY	DESCRIPTION	UNIT PRICE	PER	TOTAL
	<i>Site Painted Striping & Signage</i>			
1	4" Solid white striping	\$1,000.00	LS	\$1,000.00
8	Handicapped Pavement markings (Hombres)	\$50.00	EA	\$400.00
8	Handicapped signs on post	\$160.00	EA	\$1,280.00
197	Wheel stops	\$50.00	EA	\$9,850.00
1	Mobilization	\$500.00	EA	\$500.00
	<i>Total</i>			\$13,030.00
	<i>Alternate Firelane Items (To be determined by the Fire marshall)</i>			
	Firelane red painted curbs	\$0.60	LF	\$0.00
	Fire lane "No parking" markings	\$10.00	EA	\$0.00
	Fire lane No parking sign on post	\$160.00	EA	\$0.00

EXCLUSIONS: HAUL OFF OF SPOILS, ADDITIONAL MOBILIZATIONS, SURVEY, OBLITERATION, SEALCOATING, PREVAILING WAGES, BOND, MRRRA/SALES TAX, OCIP / PREMIUM INSURANCE, PERMITS, INSPECTIONS, CORING, HARD DIG, BARRICADES & TRAFFIC CONTROL, REPAIR OF WORK DAMAGED BY OTHERS, ANYTHING NOT SPECIFICALLY LISTED, UNIT PRICES ARE FOR COMPARISON ONLY, CONTRACT IS BASED ON TOTAL CONTRACT AMOUNT, ANY CHANGE IN QUANTITIES WILL CHANGE THE UNIT PRICING***

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PLANS /ADDENDA BID FROM:

PROPOSAL IS VALID FOR 30 DAYS

ANY CONTRACT AGREEMENT WILL ACKNOWLEDGE AND APPROVE THE ABOVE PROPOSAL

Project Manager
Mike Groak

Acceptance:
Name:

X _____ **X** _____

Complete Parking lots Inc.
1210 E. GILBERT DR.
TEMPE, AZ 85281

Estimate

Date	Estimate #
5/3/2018	9-5526

Phone # (480) 695-2894 Fax # (480) 655-8091 E-mail billy.cpl@cox.net

Name / Address
VALLEY RAIN CONSTRUCTION 1614 E. CURRY RD. TEMPE, AZ. 85281

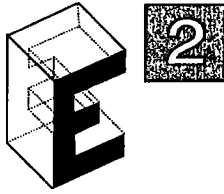
Job Name and Location
Granite Mountain Trailhead Scottsdale, AZ
confirmed over the phone at 8:47, 05/18/2018, use the same unit rate as granite mountain for fraesfield TH.

Qty	Description	Rate	Total
6,879	on site striping & signs		
	16' x 105= 1680'		
8	4" WHITE PAINT	0.50	3,439.50
1	ada sign	250.00	2,000.00
	R1-1-30 HIP	300.00	300.00
	SUB TOTAL		5,739.50
1,950	off site striping & signs		
	Obiliteration stripe; We will dispose all debris generated from waterblasting as directed by prime contractor onsite. Prime contractor accepts all responsibility for the waste material to include liquid waste.	0.75	1,462.50
1	Move In for obliteration	1,500.00	1,500.00
3	arrow paint	60.00	180.00
1,400	4" YELLOW PAINT	0.25	350.00
450	8" WHITE PAINT	0.50	225.00
700	4" WHITE PAINT	0.50	350.00
30	12" PAINT	0.75	22.50
3	ARROWS 3m tape 380	350.00	1,050.00
1,400	4" YELLOW THERMOPLASTIC	1.00	1,400.00
450	8" WHITE THERMOPLASTIC	2.00	900.00
700	4" WHITE THERMOPLASTIC	1.00	700.00
30	12" THERMOPLASTIC	3.00	90.00
45	RPM Installed	7.00	315.00

THIS BID EXCLUDES POWER WASHING, TRAFFIC CONTROL,
SURVEYING, PERMITS AND BARRICADES

This Bid / Estimate must be included as an attachment in the contract with the prime contractor and shell supersede any conflict in terms in the contract with prime contractor

Total \$14,284.50



E² INNOVATIONS, INC.

4001 North 28TH Avenue - Phoenix, Arizona 85017

Phone: (602) 212-9515 - Fax: (602) 212-9512

e-mail e2i@e2innovations.com , Web: www.e2innovations.com

May 1, 2018

Byron Burckholder
Valley Rain Construction Inc.
1614 E. Curry Road
Tempe Arizona 85281

Quote #A7490

Dear Byron:

We are pleased to present you with the following quotation for the Fraesfield Trailhead project. The quote is in accordance with the plans you provided, our subsequent communication, and the following descriptions for the items of work:

Supply Wheel Stops: Fabricated from 2.5" Sched. 40 pipe at a 7' length with 1" dia. solid stock posts with a mechanically rusted finish with no clear sealer. Does not include installation.

Supply & Install Access Gate: Mechanical rust finish with no clear sealer.

Supply & Install Host Access Gate: Utilizes the same size tubing as designed for the Access gate and includes a mechanical rust finish with no clear sealer.

Steel Enclosures: Fabrication and installation with a mechanical rust finish with no clear sealer for the 16g steel panels only.

Supply & Install Steel Post Bollards: Fabricated from 3.5" Sched. 40 pipe with a post cap and 1/4" steel bottom plate. There is no finish for the bollards and they are to be installed prior to the concrete pad being poured.

Supply 1/4"x8" Steel Edging w/Stakes: Supply steel edging & stakes. After the edging and stakes are installed by others, we will tackweld the stakes to the edging in the field. There is no finish.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price/pc</u>	<u>Amount</u>
MS-1	Supply Wheel Stops (As Described Above)	127	\$158.00	\$20,066.00
MS-3	Supply & Install Access Gate (As Described Above)	1	\$8,100.00	\$8,100.00
MS-4	Supply & Install Host Access Gate (As Described Above)	1	\$6,600.00	\$6,600.00
MS-5	Steel Enclosure at Refuse & Transformer Pad	1	\$12,475.00	\$12,475.00
MS-6	Supply & Install Bollards (As Described Above)	6	\$350.00	\$2,100.00
MS-7	Steel Enclosure at Transformer Pad(As Described Above)	2	\$4,550.00	\$9,100.00
MS-8	Supply 1/4"x8" Steel Edging w/Stakes	2,102'	\$8.50/ft	\$17,867.00
MS-9	New Trash Enclosure Wall 16'l x 9.5'w	1	\$11,200.00	\$11,200.00
MS-10	Supply & Install Bollards (As Described Above)	3	\$350.00	\$1,050.00

Prices do not include applicable sales tax. The quote does not include any structural analysis, or surveys.

Order confirmation given upon acceptance and return of signed quotation or receipt of a purchase order. Delivery time will be scheduled upon order confirmation. Full payment is due on delivery. Arizona Tax Exemption Certificate 5000 must be on file prior to your order's being invoiced. If invoice is processed with tax a refund will not be issued. The customer is responsible to pay all applicable sales tax on the order. Prices quoted are valid for 30 days.

We look forward to working with you and servicing your metal cutting and fabrication needs. If you have any questions, please don't hesitate to contact me at 602-212-9515.

Sincerely,

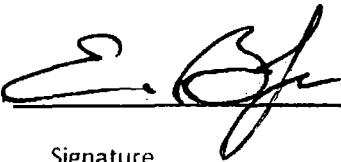
Eric S. Bolze, P.E.

Accepted

Date

Fraesfield Trailhead CMAR- SCOPE PHASING PLAN

Scope of work Document must be signed and returned with proposal

Subcontracting Firm  5-1-18
Signature Date

Initial ____

Cave's Canopies & Steel, Inc.
3621 S. Meridian
Apache Junction, AZ 85120

Office: 480-982-0890
Fax: 480-982-1083
Cell: 480-332-7950

AZ ROC 144318
Web: www.cavescanopies.com
E-Mail: cavescanopies_stacey@outlook.com

Subject to the following Inclusions, Exclusions, Terms and Conditions: Standard wages in shop, Standard wages on site, standard work week hours, good access with solid flooring for lifts.

SCOPE OF WORK:

We propose to detail, Furnish Material, Fabricate, deliver and erect the structural and miscellaneous steel in accordance with issued plans and specifications last modified, **(Dated 04/26/18)** except as may be noted in our inclusions, clarifications, exclusions, term and conditions.

This offering includes the following:

We Propose to F.O.B. to Jobsite, Furnish Materials, Fabricate and Erect ALL:

- Shop Drawings and Placement Plans (Electronically Submitted)
- (127) Supply Wheel Stop (DET 2,3 / Sheet 5 of 8) \$350.00 each / \$44,450.00 total
- (1) Supply and Install Access Gate (less electrical) \$4500.00 each
- ~~(1) Supply and install Host Access Gate (less electrical) \$4500.00 each~~
- (1) Steel Enclosure at Refuse and Transformer Pad (IBO) \$6500.00 each
- (6) Supply Bollards at trash Enclosure Pad (IBO) \$250.00 each / \$1500.00 total
- (2) Steel Enclosure at Transformer Pad (less concrete) \$6500.00 each / \$13000.00 total
- (2102 LF) Supply ¼ x 8 Steel Edging with stakes, Tack weld stakes after installation by others \$20.40 each / \$42,880.80 total
- (1) New Trash Enclosure Wall, 16' wide x 9'-5" sides (35 LF) \$9500.00
- (3) Supply Bollards at New Trash Enclosure Pad \$250.00 each / \$750.00 total

For the Sum of \$131,080.80

PRICING IS INCLUSIVE OF TOTAL SCOPE ACCEPTANCE

LINE ITEM ADD: ADA SYMBOL 3/8" STEEL \$3500.00 EACH (IBO)

NOTE: ANYTHING NOT QUOTED CAN BE ADDED AS AN ALTERNATE OR ADDITIONAL QUOTE AND/OR CHANGE ORDER.

EXCLUDED: PERMITS, SPECIAL INSPECTIONS, TAXES, CONCRETE, ELECTRICAL AND SOME ITEMS INSTALLED BY OTHERS - (IBO)

This proposal needs to be part of the contract as an exhibit.

Clarifications:

1. The design team is fully responsible for and errors. Omissions, conflicts, code violations and improper use of materials, if shown on bid documents. Cave's Canopies and Steel has prepared this quotation on the measured quantities as specifically shown on the drawings. If during the preparation of shop drawings, we discover errors, omissions or conflicts that affect pricing, Cave's Canopies and Steel will immediately submit change orders relative to such cost,
2. Per AISC Code of Standard Practice for Steel Buildings and Bridges Section 1, paragraph 1.5 and Section 4, paragraph 4.2 the design team is responsible for the suitability, adequacy and legality of the design and the Engineer-of-Record has the final and total responsibility and the adequacy and safety of the structure. Cave's Canopies and Steel does not provide engineering stamps on our erection or fabrication drawings for structural steel, if such stamp is required it will be by the Engineer-of-Record.
3. Any agreement as to schedule or proposed schedule is based on availability or Materials, Detailers, Joist Manufacturers and Bid Documents in hand at the time of award. Circumstances such as revisions to bid documents after projects have commenced, especially those that affect joist manufacturing, can and will impact agreed upon schedule, this is beyond our control. Response to RFI's and all RFI's and Drawing Submittals are responded to in the timely manner.
4. Extras due to repairing damage or mistakes of other trades will NOT be performed by Cave's Canopies Steel Unless a written change order is given to Cave' Canopies and Steel o you letter head, and we can bill for this work upon its completion, and Cave's Canopies and Steel can receive payment within 30 days, NO holdback otherwise the responsible trade can repair their own damage.
5. Our standard insurance as follows: 2,000,000 gen. liability, 1,000,000.00 auto, 1,000,000.00 workers compensation. (Note; some additional insured forms/subrogation's may be an additional charge).

This offering excludes that following:

Specific Exclusions: (*simpson/other brackets*)

- 1.) Anything Not Specifically Listed Above

General Exclusions:

Access Doors, Panels & Hatches

Acoustical insulation installed by others

Anchorage Devices for other Trades

Backup Plates for the other Trades

Barricades, Fences, Lights, Shoring and other devises necessary for the safety of other than our workmen.

Bolts, Wood to Wood, Wood to Masonry, Hardware for other Trades

Bonds
Bike Racks of Any Kind (UNO)
Bituminous Coating/Fire Proofing
Brackets, Hangers and frames for other trades
Burglar bars (unless not on pg 1)
Cast iron items
Catch Basins
Caulking and Sealant
Concrete Pour Footing for Gates, Fence, Rail or Columns
Core Drilling
Cutting and Drilling to Accommodate Other Trades
Demolition
Design or Engineering
Dowels, Sleeve
Down Spouts, Scuppers
Embedded Steel in precast
Field Painting
Finish, Paint
Field Welding of reinforcing steel to Structural Steel
Flag Poles of Any Kind
Floor and Roof Hatches
Ornamental Fencing
Grouting or Dry Packing
Gauge Metals, punched or un-punched studs
Glue-Lam Hardware
Inspections, Testing and Preparation for some (Cost of)
Installing of acoustical roofs insulation by others.
Holes through Lintels for Jamb Reinforcement
Joist hangers not welded to steel
Ladder Extensions or Ladder ups
Louvers, Vents, Screens, Grills and/or Frames for the same
Manufactured Items Such as Powers, Simpson, Tcco, Artcor, Etc.
Masonry and Concrete Accessories
Nailer Holes in Embedded Steel Items
Pipe Sleeves for other Trades
Preparation of other work to receive our Steel
Reinforcing Steel
Removal and/or Relocation of Existing Items
Setting of Bearing and Embed Plates
Shims for other Trades
Shoring
Site Fence or Gates
Stair Nosing's
Stamped calcs. Or Drawing by a Registered Engineer

Steel Shown on Civil, Landscaping, Electrical, Mechanical, or Plumbing Drawings
Steel Curbing
Steel Forms
Supports for other Trades
Taxes, State, City or Local
Temporary Bracing at Connections
Unistrut and Similar Items
Wire mesh Panels or Partitions
Z-Bars in Masonry

Terms and Conditions:

No State, County, or City Sales Taxes or permits are included in this bid

This proposal and our quote number shall be part of any future contract or purchased order resulting from this quote.

If erection is included in this quote, level, clean and safe access shall be provided for erection equipment and materials.

Net / 30 days with progressive payments

All line and grade shall be the responsibility of others, Per AISC, prior to column erection, one (1) grade nut at each bolt cluster shall be set at proper elevation by Customer. If leveling plates are used, customer shall set plates to grade.

This proposal is subject to acceptance within **30 days** from the date tendered and shall be subject to satisfactory arrangement of details. The Code of Standard Practice of the American Institute of Steel Construction, Ninth Edition, 1989, is hereby made a part of this proposal and shall govern in all matters to which it is applicable not otherwise provided herein.

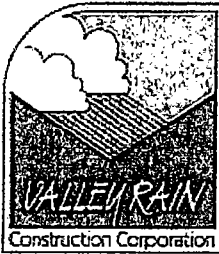
We propose to provide this Project as Described above,

For the lump sum price- See Page 1 &2 Less Adds Excluding Tax
Delivery Date: Per your schedule

Thank you for the opportunity to quote on this project.

Sincerely,
Darrell Cave
President

Cave's Canopies and Steel Inc.



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

Request For Quote

Submitted To: Cave's Canopies And Steel, Inc.	Contact: Darrell Cave
Address: P.O. Box 2988 Apache Junction, AZ 85217	Phone: 480-982-0890 Fax: 480-982-1083
Project Name: Addendum 1 Fraesfield Site 4-26-2018	Bid Number:
Project Location:	Bid Date: 10/3/2017
Estimator: Darrell Cave	5/1/18
Attachments: Addendum 1 Fraesfield Trailhead.docx, Alternate 1 Bid Schedule Addendum 1 - Copy.xlsx, Base Bid Schedule Addendum 1 - Copy.xlsx, Modified Site Plan CF3.1 small.pdf, Modified Site Plan CF3.2 small.pdf, Modified Site Plan CF3.3.pdf	

08 Steel Miscellaneous

Line#	Item #	Description	Quantity	UM	Unit Price
	MS-1	Supply Wheel Stop, Det 2,3 / Sht 5 of 8	FOO/IBO 127.00	EACH	350/44,480
	MS-2	Supply ADA Symbol 3/8" Steel	IBO 0.00	EACH	3500
	MS-3	Supply & Install Access Gate	Less Elect. 1.00	EACH	4500
	MS-4	Supply & Install Host Access Gate	Less Elect. 1.00	EACH	4500
	MS-5	Steel Enclosure at Refuse & Transformer Pad	Less Concrete 1.00	LS	6500
	MS-6	Supply & Install Bollards at Trash Enclosure pad	IBO 6.00	EACH	250/1500
	MS-7	Steel Enclosure at Transformer Pad	Less Concrete 2.00	EACH	6500/13000
	MS-8	Supply 1/4"x 8" Steel edging with stakes. Tackweld stakes after installation by others	2,102.00	LF	\$20.40/642880.80
	M-9	New Trash enclosure Wall, 16' wide x 9.5' sides (35 lf)	1.00	LS	9500
	MS-10	Supply & Install Bollards at New Trash Enclosure pad	IBO 3.00	EACH	250/750

General Notes:

- This project is a poroject Valley Rain is under contract with for the City of Scottsdale.
The Project is Located at 13400 E Rio Verde Drive, Scottsdale, ((rioverde Dr & 134th Street
- Bids will need to be submitted by 3:00pm tuesday, May 1st.
- Quantities Bid Schedule are provide for Informational puposes only. The bidder is responsible for verifying quantities used. Proposals are considered LUMP SUM. Unit costs will be used when appropriate to make adjustments to the proposal when there any changes to the plans.
- Building Plans have not yet been released. We expect to receive them the first week of May.
- There are no water facilities in the near vicinity of the project. Contractor is responsible to transport water from a source located approximately 2.2 miles away. Water will be paid for by Valley Rain
- This Project will start mid July and last approximately 9 months.
- Project documents can be viewed and downloaded from Valley Rain's Document Box. Just follow instructions attached to this invitation.
- All Trades should review the phasing plan in the Box account.
- See the Link below to access the bid Documents
- Link for FraesField Trail Head
<https://valleyrain.box.com/s/kqhrq7ezqaf7auo4mlr3voga86wzrpoa>
- Another project with simllar scope (Granite Mountain Trail head) is also bidding at the same time, and has the same construction time line. If interested See the additional link below
- Link for Granite Mountain Trailhead

Proposal



Diversified Metal Fabrication LLC
4541 E. Virginia Street
Mesa AZ 85215

Proposal Date	Proposal #
4/30/2018	12601

Estimating Dept.: Hak Kim
Hkim@DM-FAB.com

Contractor / Customer Name / Address	Project Name / Address:
Valleyrain Construction Byron Burkholder	Fraefield Trailhead 13400 E. Rio Verde RD Scottsdale, AZ 85262

Scope of Work		Total
SCOPE DESCRIPTION:		
<p>a.Ref – 4/16/18 Plan</p> <p>i.Site Steel Fabrication,</p> <ol style="list-style-type: none"> 1)FOB/ (127 ea) Wheel Stops- Supply Only per 5/H2.3; 2)FOB/ (8 ea) 3/8” ADA Steel Sign per 4/H2.3; 3)Furnish & Install (1 ea) 24ft x 4ft High Manual Vehicular Access Gate per 24/H2.2, 4)Furnish & Install (1 ea) 40ft x 4ft High Host Access Gate per 24/H2.2, 5)Furnish & Install (1) Steel Enclosure at Refuse & Transformer Pad per 24/H2.1; 6)FOB/(6 ea) 4”sch 40’ Steel Bollards at Trash Enclosure pad per 48/H2.1; 7)Furnish & Install (2 ea) 6ft High Transformer Enclosure per 36/H2.1, 8)FOB/(1,930 Lft) Steel Edging at Stabilized ABC per 3/H2.3, 9)Includes Natural Steel Finish, 10)Includes Mobilization, Shop Drawing and Equipment, 		128,575.00
Total		

GENERAL CLARIFICATION: All material is guaranteed to be as specified. Custom color may cost extra. All work is to be completed in a substantial workman like manner w/ standard (1) year warranty, according to the specifications submitted, and as per standard trade practices. Any alterations or deviations from the above specifications and Architectural drawings involving cost impact, will be performed only upon WRITTEN authorized change orders. This agreement is contingent upon strikes, accidents or delays beyond our control. DMF, LLC is not responsible for pipes, lines, wiring or any other unforeseen objects in the ground or walls. This quotation is valid for 30 days, after which is subject to review. Raw Material may be subject to increases in price due to instability in metals markets, all prices quoted are based on today's cost of material.

STANDARD EXCLUSION: TERO, Mock-up, Embed Placement, Lightning Protection System, Commercial Blasting, Professional Liability Coverage, Blue Stake, Permit, Bond, tax, O.T. /Weekends, accelerated schedule. Epoxy based prime or finish coat, Hoisting equipment, AISC Cert, inspection, engineering, designing and test reports, stamped drawings, steel embeds, paving, asphalt emulsion, concrete fill, hard dip, disposal of dirt, custom paint finish, Card readers, Access & Security Control by Security Contractor, Concrete Pad, concrete nibbon and saw cutting, Knox Box, Any Electrical wiring, conduits and Telephone Line, Power hook-up, permits and any other Gate HD were not listed or Clarified in proposal, spec or plan, Hot dip Galv finish, final cleaning and protection following installation. Damage caused by others before completion will have a cost impact. ++Note - Raw and Long lead Materials required to be purchased early to avoid material price increases will be invoiced as stored materials.

Proposal



Diversified Metal Fabrication LLC
4541 E. Virginia Street
Mesa AZ 85215

Office 480-892-7700 Fax 480-892-7701 www.DM-FAB.com
ROC 288959 A-11, 290843 C-17

Proposal Date	Proposal #
4/30/2018	12601

Estimating Dept.: Hak Kim
Hkim@DM-FAB.com

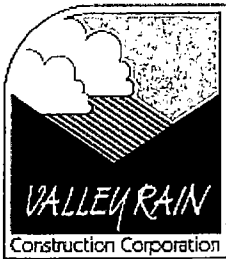
Contractor / Customer Name / Address
Valleyrain Construction Byron Burkholder

Project Name / Address:
Fraefield Trailhead 13400 E. Rio Verde RD Scottsdale, AZ 85262

Scope of Work		Total
EXCLUSIONS <ul style="list-style-type: none">•Certified Payroll, TERO, No State, County or City Sales Tax, Bid Security, Permits, or Bond, Multi-Residential Insurance for Projects without OCIP or CCIP, Weekend, Prevailing Wages, Overtime, Off-Hours or Night work, Any Plan errors, Omissions, Conflicts, Scopes w/ Missing Details, Code Violations and Improper use of Materials on bid Documents,•Corten Steel, Concrete Footing, Waterproofing, Caulking, Waterproofing, Protection, Shoring, Cutting and Patching, Conduit and Pulling Wires, Power Line and Hook-up, Telephone Line, Custom Lockset Hardware, Accelerated Rusting and Sealing, Two coat Prime, Finish paint or Special Coatings, Excavating, Core Drilling, AISC, AESS, NEMA, NOMMA, Demo, Mock-up, Temporary Walls or Protection of Surrounding Area, Testing, Inspections, Designing, Stamped Drawing or Engineering Calc, Surveying, Seismic and Vibration Isolation Testing, Inspection, Term and Condition <ul style="list-style-type: none">•Subcontractor warrants all Subcontract Work and materials or workmanship within Twelve (12) Months from date of final acceptance by the Owner of the completed Prime Contract.•Pricing Based on Standard Required Insurance Limits,•If erection is included in this quote, level, clean and safe access shall be provided for erection equipment and materials.•This proposal and our quote number shall be part of any future contract or purchase order resulting from this quote.•If erection is included in this quote, level, clean and safe access shall be provided for erection equipment and materials.•** Due to the volatility of today's Steel market, all quotes are subject to reconfirmation at the time of order. All verbal and/or hard copy quotes are valid for 24 hours and subject to change due to unforeseen market changes**.		
Total		\$128,575.00

GENERAL CLARIFICATION: All material is guaranteed to be as specified. Custom color may cost extra. All work is to be completed in a substantial workman like manner w/ standard (1) year warranty, according to the specifications submitted, and as per standard trade practices. Any alterations or deviations from the above specifications and Architectural drawings involving cost impact, will be performed only upon WRITTEN authorized change orders. This agreement is contingent upon strikes, accidents or delays beyond our control. DMF, LLC is not responsible for pipes, lines, wiring or any other unforeseen objects in the ground or walls. This quotation is valid for 30 days, after which is subject to review. Raw Material may be subject to increases in price due to instability in metals markets, all prices quoted are based on today's cost of material.

STANDARD EXCLUSION: TERO, Mock-up, Embed Placement, Lightning Protection System, Commercial Blasting, Professional Liability Coverage, Blue Stake, Permit, Bond, tax, O.T. / Weekends, accelerated schedule, Epoxy based prime or finish coat, Hoisting equipment, AISC Cert, inspection, engineering, designing and test reports, stamped drawings, steel embeds, paving, asphalt emulsion, concrete fill, hard dig, disposal of dirt, custom paint finish, Card readers, Access & Security Control by Security Contractor, Concrete Pad, concrete ribbon and saw cutting, Knox Box, Any Electrical wiring, conduits and Telephone Line, Power hook-up, permits and any other Gate HD ware not listed or Clarified in proposal, spec or plan, Hot dip Galv finish, final cleaning and protection following installation. Damage caused by others before completion will have a cost impact. ++Note - Raw and Long lead Materials required to be purchased early to avoid material price increases will be invoiced as stored materials.



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.01 Fraesfield VRCC Concrete with Grading & ABC	Bid Number:	
Project Location:		Bid Date:	5/18/2018

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Concrete Curb & Sidewalk					
C-1	Concrete Mockups for sidewalk finishes	1.00	LS	\$1,360.00	\$1,360.00
C-2	Ribbon Curb MAG 220 B	3,235.00	LF	\$16.50	\$53,377.50
C-3	Concrete Pavement 6" Colored Exposed Agg over 4" ABC	816.00	SF	\$6.90	\$5,630.40
C-4	Concrete Pavement 6" Heavy broom over 4" ABC	1,872.00	SF	\$6.90	\$12,916.80
C-5	Concrete ADA Parking Aisle heavy broom	625.00	SF	\$5.10	\$3,187.50
C-7	Concrete Sidewalk MAG 230 exposed agg	1,500.00	SF	\$4.80	\$7,200.00
C-8	Refuse & Transformer Pad	1.00	EACH	\$1,396.00	\$1,396.00
C-9	Host Site Concrete Pad 6" Exposed Agg over 4" ABC	3,800.00	SF	\$6.55	\$24,890.00
C-10	Site Host Patio MAG 230	384.00	SF	\$4.20	\$1,612.80
C-11	Site Host Transformer Pad 6" deep, NIC	0.00	SF	\$0.00	\$0.00
C-12	Restroom Transformer Pad 6" Deep	112.00	SF	\$6.50	\$728.00
C-13	Trash Enclosure Pad (New)	1.00	LS	\$1,321.00	\$1,321.00
C-14	Transport Water Concrete	1.00	LS	\$3,600.00	\$3,600.00

Total Price for above Concrete Curb & Sidewalk Items: \$117,220.00

\$92,330.00

Total Bid Price: \$117,220.00

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Valley Rain Construction Corporation</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
--	--



Proposal

Description: Fraesfiel Trailhead
Date: 5/4/2018
Job Code: 13307
Wage Rate: Standard

Proposal				Quantity	Unit of Measure	Unit Price	Total Price
Line No.	Pay Item No.	Description	Subtotal Description				
1	1	4" Sidewalk on 4" ABC		3,272.00	SF	\$5.54	\$18,126.88
2	2	6" PCCP 4" ABC		6,226.00	SF	\$7.38	\$45,947.88
3	3	Ribbon Curb 220 B		1,957.00	LF	\$17.20	\$33,660.40
4	4	Electrical Pads		1.00	EA	\$487.45	\$487.45
5	5	Bollard MAG 140		4.00	EA	\$318.43	\$1,273.72
						Subtotal:	\$99,496.33
							GRAND TOTAL: \$99,496.33

Proposal Certification

Notes:

All work to be as specified. All grade to be received per CPC Construction's directions, compacted and moisture conditioned. Price includes one mobilization. Additional mobilizations will be billed at \$1,500.00 each. Final billing will be based on field measurements. CPC reserves the right to bill for additional work performed not included on this proposal.

Bond Rate: varies per job

Inclusions:

Labor
Equipment
Materials
Per Plans 04-16-18

Exclusions:

Any Item Not Specifically Included on this Proposal
Building Concrete
Gate Track and Footing
Catch Basins
Extruded Curb
Fence and Gate Footings
Removals
Compaction/Moisture Testing
Landscape Utility Repairs
Excavation/Backfill
Prevailing Wages
Saw Cutting
Joint Sealing



		Proposal				
Line No.	Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
		Subtotal Description				
		Loose Rip Rap				
		Irrigation Sleeves, Electrical Sleeves				
		Anchor Bolts, Embeds, Weld Plates				
		Unforeseen Conditions				
		All Sales Taxes				
		Bond Permits, Fees				
		Survey, Staking, Testing, Sampling				
		Dust Control				
		Hard Dig				
		Waterproofing				
		Spoil Hauloff				
		Overtime, Holiday Work, Night Work, Weekend work				
		Repair of Concrete Damaged by Others				
		Liquidated Damages				
		Concrete Washout Pan/Pit				
		Safety Railing				
		Trash Racks				
		Subgrade Preparation				
		Unforeseen Condition				
		ABC				

All material is guaranteed to be as specified. All work to be completed in a workman like 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 change over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Proposal is based on package pricing and can't be separated with out prior consent from CPC Construction. Upon acceptance of this proposal the General Contractor must incorporate this proposal and its entirety into the Subcontract Agreement in order for CPC Construction to perform the work specified.

CPC Construction LLC must be notified of the construction start date for the scope of work specified in this proposal (3) weeks prior to start date. CPC can not guarantee a work force on-site if not notified in a timely manner.

This proposal is good for 30 Calendar Days.

Submitted By: Sal Alcantar



Corporate HQ: 11011 N. 23rd Ave. Phoenix, AZ 85029

Tucson Office: 1904 W. Prince Rd. Tucson, AZ 85705

Office: 623-582-1170 | Fax: 623-582-3614

AZ Licenses: ROC-089744 A General Contracting

ROC-11282 B-04 General Engineering

Submitted to: Valley Rain Construction Corp.
1614 E Curry Rd
Tempe, AZ 85281

Bid Date: 5/1/2018
Bid Number: 18118

Project: Fraesfield Trailhead
13400 E Rio Verde Rd
Scottsdale, AZ

Attention: Byron Burkholder Phone Number: (480) 894-2835 Email: byron@valleyrain.com

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

10 Site Utilities					
U - 3	Waterline - 8" DIP	1,970.00	LF	\$48.64	\$95,820.80
U - 4	Waterline 1-1/2" Copper	260.00	LF	\$29.01	\$7,542.60
U - 5	Gate Valve 8"	5.00	EACH	\$1,359.94	\$6,799.70
U - 6	Gate Valve 1-1/2"	2.00	EACH	\$596.85	\$1,193.70
U - 7	Fire Hydrant	3.00	EACH	\$2,405.37	\$7,216.11
U - 8	Gate Valve 6"	3.00	EACH	\$961.06	\$2,883.18
U - 9	Waterline - 6" DIP	60.00	LF	\$44.58	\$2,674.80
U - 10	Bollard MAG 140 Type 1 , 6"	4.00	EACH	\$424.69	\$1,698.76
U - 11	Water Transport / Hauling - Site Utilities	50,000.00	GAL	\$0.09	\$4,500.00
U - Add	Site Utilities Additional Items (MAG 390 Type A Blow Off X 2)	1.00	LS	\$2,591.20	\$2,591.20

Total Price for above 10 Site Utilities Items: \$132,920.85

10a Site Utilities Host & Equestrian Septic System

U - 2	HE Sewer Dump Station Pad	2.00	EACH	\$1,066.51	\$2,133.02
U - 2	HE Sewer Dump Station	8.00	EACH	\$882.05	\$7,056.40
U - 2	HE Sewerline - SDR 35, 04" Down To 10' Deep	587.00	LF	\$38.20	\$22,423.40
U - 2	HE Sewer Cleanout 4"	8.00	EACH	\$336.28	\$2,690.24
U - 2	HE 3525 Gallon Septic Tank Install	1.00	EACH	\$9,960.26	\$9,960.26
U - 2	HE Leachfield Pipe	160.00	LF	\$82.07	\$13,131.20
U - 2	HE Distribution Box	1.00	EACH	\$2,091.58	\$2,091.58
U - 2	HE Septic Additional Items	1.00	LS	\$2,607.00	\$2,607.00

Total Price for above 10a Site Utilities Host & Equestrian Septic System Items: \$62,093.10

10b Site Utilities Restroom Septic System

U - 1	RR Sewerline - SDR 35, 04" Down To 10' Deep	142.00	LF	\$39.18	\$5,563.56
U - 1	RR Sewer Cleanout 4"	3.00	EACH	\$336.28	\$1,008.84
U - 1	RR 2500 Gallon Septic Tank Install (In Lieu Of Norwesco 2600 Gallon HDPE Septic Tank)	1.00	EACH	\$6,599.86	\$6,599.86
U - 1	RR Distribution Box	1.00	EACH	\$2,399.74	\$2,399.74
U - 1	RR Leachfield Pipe	140.00	LF	\$84.00	\$11,760.00
U - 1	RR Septic Additional Items	1.00	LS	\$2,607.00	\$2,607.00

Total Price for above 10b Site Utilities Restroom Septic System Items: \$29,939.00

Total Bid Price: \$224,952.95

- We propose to furnish labor, equipment, and materials - complete in accordance with the plans and specifications supplied to us for the above mentioned project. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over the above proposed estimate.

- Exclusions: (Below are standard exclusions to this proposal unless specifically included in line item above.)
 - Sales Tax, Permits, Bonding Fees, Const. Staking, Compaction Testing & Inspection Fees.
 - Sales Tax will be added unless proof of Prime Contractor Status is Provided.
 - As-Builts.
 - Water for Construction.
 - Removal or Relocating of Existing Utilities.
 - Adjustments of valve boxes. Manhole Ring and covers, and cleanout ring and covers to final grade in paved areas.
 - Water Meter or Meter Installation.
 - City Fees including but not limited to meter fees, water shutdown fees, or sewer fees.
 - Hauloff of excess material generated by our work is excluded.
 - Prices are good for 30 days only due to the current volatility of material costs.
 - SWPP by others.

- This proposal is based on the following information:
 - Plans Dated: 04/16/2018
 - Plans used were: Site GMP Package
 - Prepared by: Smith Group JJR
 - Addenda Received: 1

- Terms: Net 30 Days

CONFIRMED:

B & F Contracting, Inc.

Authorized Signature:

Bruce Wayne Balls

Estimator: Bruce Balls
(623) 764-7585 bruceb@bfcontracting.com

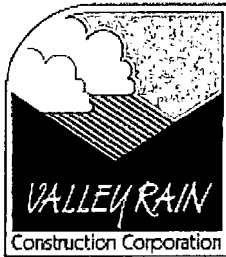
ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.01 VRCC Fraesfield Site Utilities	Bid Number:	
Project Location:		Bid Date:	5/18/2018

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Site Utilities

U-3	Waterline 8"	1,970.00	LF	\$52.10	\$102,637.00
U-4	Waterline 1-1/2"	160.00	LF	\$19.00	\$3,040.00
U-5	8" Gate Valve	5.00	EACH	\$1,710.00	\$8,550.00
U-6	Gate Valve 1-1/2"	1.00	EACH	\$552.00	\$552.00
U-7	Fire Hydrant MAG 360	3.00	EACH	\$2,710.00	\$8,130.00
U-8	6" Gate Valve	3.00	EACH	\$1,200.00	\$3,600.00
U-9	6" Fireline	60.00	LF	\$44.10	\$2,646.00
U-10	Bollards MAG SD 140	4.00	EACH	\$263.00	\$1,052.00
U-11	Transport Water Site Utilities	1.00	LS	\$2,520.00	\$2,520.00

Total Price for above Site Utilities Items: \$132,727.00

Site Utilities Septic System

U-1	Restroom Septic System	1.00	LS	\$48,100.00	\$48,100.00
U-2	Host/Equestrian Septic System	1.00	LS	\$74,600.00	\$74,600.00

Total Price for above Site Utilities Septic System Items: \$122,700.00

Total Bid Price: \$255,427.00

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
---	---



Paradise Septic

2245 W. SHANGRI LA RD
PHOENIX, AZ 85029
480.607.7763

Estimate 05102018-13400

Date: 5/10/2018

Customer Valley Rain Construction

Project Address 13400 E. RIO VERDE DR.
SCOTTSDALE, AZ 85262
4802003907

A. GENERAL:

This proposal covers septic services that are defined in the scope section. We will assist in the permitting process and design if requested by the client. All prices are preliminary until plans and permits are issued pending final design. Price includes the following:

B. SCOPE:

Installation of the following:

Installation of 300LF Trenches (Per Design)
Horizontal Pipe for the System (Per Design)
2,500 Gallon Concrete Septic Tank Materials & Installation (Per Design)
3,500 Gallon Concrete Septic Tank Materials & Installation (Per Design)
2 D-Boxes (Per Design)
Labor & Equipment Required For Installation (Per Design "Excludes Hard Dig")
Mainline Trenching (Per Design)
Discharge Line Installation (Per Design)
Standard Hi-Capacity Chambers for Trenches (Per Design)
800 Approx* Trenching For Discharge Line (Per Design)

\$ 52,327.50

OPTIONS (PLEASE INITIAL IF YOU REQUEST THESE SERVICES)

_____(Initials) No Material Haul-Off (Billed \$350 Per Load - If Requested)
_____(Initials) Permits by Others
_____(Initials) Engineering by Others
_____(Initials) If The County Requires Seepage Performance Test (\$1,800)

C. EXCLUSIONS:

FINAL LANDSCAPING RESTORATION BID BY OTHERS
REPAIR OF SECONDARY UTILITY LINES (EX: POOL, POWER, GAS, IRRIGATION)

Owner must supply water for dust control per Maricopa County specs. Proposal is pending final design. Owner must provide 2 site plans and 2 sets of floor plans. Price is subject to change if the engineer or Maricopa county changes the design. Owner is responsible for the engineering and any permit fees. Paradise Septic not responsible for subsequent settling at site, revegetation/landscaping, final grading, or damage and repair of sprinkler/irrigation lines, lighting systems, curbing, asphalt or driveways, or any unmarked secondary utilities. Anything not detailed in this proposal is excluded from the contract. All landscaping services are excluded, Paradise septic does no landscaping. Hard digging will be billed at a time and material in addition to this contract. If something is not specifically mentioned in the scope, than it is excluded from this proposal. Paradise is not responsible for undiscoverable conditions or any buried materials or utilities.

D. PAYMENT:

FIFTY PERCENT (50%) DEPOSIT REQUIRED. BALANCE DUE IN FULL AT COMPLETION OF JOB* UNLESS PRIOR WRITTEN ARRANGEMENTS HAVE BEEN MADE FOR PAYMENT WITH AUTHORIZED SIGNATURE. CREDIT CARD PAYMENTS ACCEPTED WITH 3% PROCESSING FEE ADDED TO TOTAL CONTRACT AMOUNT. (Material prices and overall prices are subject to change after 14 days of the original estimate.)

*JOBS TOTALING \$20,000 OR MORE ARE SUBJECT TO TWENTY FIVE PERCENT (25%) PROGRESS PAYMENT DUE AT TANK DELIVERY.

Deposit Amount \$ 26,163.75

*****PLEASE NOTE*****

DUE TO THE NATURE OF THE WORK AND THE EQUIPMENT REQUIRED, CONTRACTOR IS NOT RESPONSIBLE FOR DAMAGE TO EXISTING CURBS, SIDEWALKS, DRIVEWAYS, SEWERS, SPRINKLER SYSTEMS, PATIOS, LAWNS, SHRUBS, APPURTENANCES, ETC. OWNER HEREBY ACKNOWLEDGES AND AGREES TO ASSUME ALL RESPONSIBILITY AND RISK THEREOF. OWNER SHALL FURNISH ANY NECESSARY VARIANCES THAT MAY BE REQUIRED BY ANY APPLICABLE BUILDING OR ZONING ORDINANCES AND ASSOCIATED PERMITS AND FEES. CONTRACTOR IS NOT RESPONSIBLE FOR WEATHER DELAYS OR ACTS OF GOD. ADDITIONAL COSTS FOR WEATHER DELAYS WILL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER. YOUR SEPTIC SYSTEM SHOULD ALWAYS REMAIN CLEAR FROM VEGETATION. ROOTS WILL REDUCE THE LIFE OF A SEPTIC SYSTEM. IF SYSTEM IS INSTALLED NEAR VEGETATION, WE RECOMMEND REMOVAL OF ALL VEGETATION.

The contract is not binding upon Contractor unless and until same is accepted by an officer or agent thereof. Copies of Contract do not require acceptance. This agreement constitutes the entire Contract of the parties, and the parties are not bound by an oral expression, statement or representation which may be made by any salesman, employee or representative purporting to act for or on behalf of Contractor which is not recited herein.

It is agreed that this Agreement shall be governed by, construed, enforced in accordance with the laws of the State of Arizona. This Agreement shall be bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties. All delinquent accounts will be subject to a 1-1/2% per month finance charge on unpaid balances. This charge is computed at an annual percentage rate of 18% on the total past due balance. In the event that any action is filed by Contractor in relation to this Agreement, the Contractor shall be entitled to an award for any collection and attorney's fees and costs.

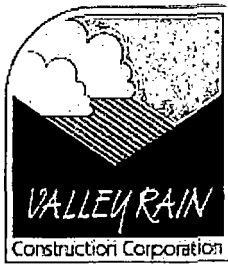
By signing you are agreeing to the full terms as they are define in this agreement.

Valley Rain Construction

Date

Printed Name/Title

P.V.S.S. Lic. #111735



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:			
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869		
		Fax:	480-312-7971		
Project Name:	2018.05.01 Fraesfield VRCC Landscape	Bid Number:			
Project Location:		Bid Date:	5/18/2018		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

Site Controls

SC-5	Yellow Rope Fence	5,000.00	LF	\$1.50	\$7,500.00
Total Price for above Site Controls Items:					\$7,500.00

Landscaping

L-1	Salvage Desert Pavement	90,000.00	LS	\$0.09	\$8,100.00
L-2	Spread Desert Pavement, 2" deep	90,000.00	SF	\$0.17	\$15,300.00
L-3	Native Seeding	70,000.00	SF	\$0.09	\$6,300.00
L-7	Trees 36" Box	84.00	EACH	\$696.00	\$58,464.00
L-8	Cacti 5 gallon	239.00	EACH	\$35.20	\$8,412.80
L-9	Shrubs 5 gallon	276.00	EACH	\$20.70	\$5,713.20
L-10	Shrubs 1 gallon	591.00	EACH	\$9.55	\$5,644.05
L-13	Stabilized DG Path 3" Deep	2,200.00	SF	\$2.15	\$4,730.00
L-14	Graded Native DG Path, 5' wide	20,800.00	SF	\$0.94	\$19,552.00
L-15	Rip Rap at Swale	3,800.00	SF	\$6.18	\$23,484.00
L-16	Boulders to be located by Architect	10.00	TON	\$235.00	\$2,350.00
L-17	90 Day Establishment	1.00	LS	\$6,710.00	\$6,710.00
L-17a	1 Year Maintenance	1.00	LS	\$38,500.00	\$38,500.00
Total Price for above Landscaping Items:					\$203,260.05

Temporary Irrigation system

L-11	Supply & Install Irrigation Tank (2,000 Gal)	1.00	LS	\$4,835.27	\$4,835.27
L-11.1	Tank Fill Line (3")	400.00	LF	\$5.89	\$2,356.00
L-11.2	Camlock Connection	1.00	EACH	\$567.21	\$567.21
L-11.3	Pad For Tank	100.00	SF	\$12.12	\$1,211.52
L-11a	PVC Mainline/Laterals	2,000.00	LF	\$3.65	\$7,291.37
L-11a.1	RF Valve Irrigation Regulator/Filter Assembly	8.00	EACH	\$482.08	\$3,856.65
L-11a.2	Irrigation Sleeves (3")	300.00	LF	\$8.51	\$2,551.98
L-11b	Drip Flush Cap	16.00	EACH	\$24.69	\$395.00
L-11b.1	Irrigation Drip Tubing	15,000.00	LF	\$1.47	\$22,000.00
L-11b.2	Multi Emitters	185.00	EACH	\$17.42	\$3,223.00
L-11b.3	Single Emitters	867.00	EACH	\$10.67	\$9,250.00
L-11b.4	Sand Laterals	30.00	TON	\$24.40	\$732.00
Total Price for above Temporary Irrigation system Items:					\$58,270.00

Total Bid Price: \$269,030.05

STERLING SODABLASTING
COMMERCIAL ABRASIVE AND NON ABRASIVE BLASTING

PROPOSAL

4-26-2018

Valley Rain Construction corp
1614 E Curry Road
Tempe AZ 85281

Project description: Fraesfield Trailhead
Project location: 13400 E Rio Verde Road
Contact: Byron Burkholder
Contact number:

OPERATIONS	SQ FT	COST PER	COST
Abrasive blast concrete to achieve artistic contrast			
Heavy sandblast finish ADA aisle 4" wide	115	\$ 3.50	\$ 402.50
Owner supplied LF of 344'			
Blast mask for 4" line			\$ 300.00
Sandblast ADA symbol applied to cured concrete flatwork	8	\$240.00	\$1920.00
ADA sandblast stencil sublet	8	\$ 125.00	\$ 1,000.00
Subtotal			\$ 3,622.50
Includes containment and disposal of spent media			
Total			

SERVICES ARE ALL INCLUSIVE- EQUIPMENT, MEDIAS, FUEL, LABOR
ACCEPTED DEMONSTRATION REQUIRED TO COMPLETE AGREEMENT

APPROVAL FOR THIS PROPOSAL ACCEPTED UPON SIGNATURE AND DATE

AGENT _____ DATED _____
C/O _____

FOREVER STRIVING TO ACHIEVE QUALITY SERVICES THROUGH EFFICIENCY
-----THANK YOU FOR THE OPPORTUNITY TO QUOTE -----

ROLAND MAIER LEED-AP BD&C
602-576-2044 ROLANDSES@GMAIL.COM

Artistic Sandblasting & Engraving, LLC

Estimate

DATE
4/29/2018

Please Remit To:

PO Box 179

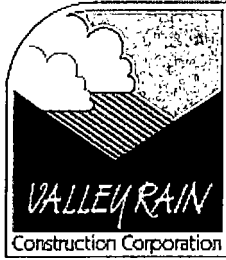
Laveen, AZ 85339-0179

602-237-4600 Fax 602-237-3434

NAME / ADDRESS
Valley Rain Construction Corporation 1614 E Curry Road Tempe, Arizona 85281 480-894-2835 Fax 480-966-1450

PROJECT
P.O. NO.
TERMS
Net 30

DESCRIPTION	QTY	COST	TOTAL
Sandblast on customer's Concrete ADA Aisle heavy sandblast *344 LF 4 inch wide with rubber one time use mask* for Fraesfeild	1	4600.00	4,600.00
Sandblast on customer's Concrete ADA Handicap signs *5 FT 6 Inch square background image 56 inch X 36 inch Background heavy sandblast with one time use rubber mask* for Fraesfeild ***Please note the cost difference rubber mask or steel***	8	910.00	7,280.00
Sandblast on customer's Concrete ADA Aisle heavy sandblast *344 LF 4 inch wide with steel templet * for Fraesfeild	1	3200.00	3,200.00
Sandblast on customer's Concrete ADA Handicap signs *5 FT 6 Inch square background image 56 inch X 36 inch Background heavy sandblast with steel templet * for Fraesfeild	8	600.00	4,800.00
Thank you for considering doing business with us.	Total		



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.01 VRCC Site Furnishing Install	Bid Number:	
Project Location:		Bid Date:	5/18/2018
Item #	Item Description	Estimated Quantity	Unit
		Unit Price	Total Price

Miscellaneous Steel

MS-1	Wheel Stops Install	127.00	EACH	\$130.00	\$16,510.00
MS-8	Steel Edging at Stabilized ABC Install	1,151.00	LF	\$5.00	\$5,755.00

Total Price for above Miscellaneous Steel Items: \$22,265.00

Total Bid Price: \$22,265.00

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
---	---

[illegible]

Kimbrell Electric, Inc.

7593 North 73rd Drive
Glendale, AZ 85303
(602) 265-2111 Fax: (623) 931-9963

PROPOSAL

May 16, 2018

To: Valley Rain
Address: 1614 E Curry Road
Tempe, AZ 85281
Ph: 480-200-3907
Email: Byron@valleyrain.com
Attn:

Job Name/Location:

Fraesfield Trailhead - Site

We hereby submit specifications and estimates for: Electrical, per the following Plan(s) and Sheet(s) Numbers;

Engineer: _____ Sheet(s) No.: _____ Plan Date: _____

Scope:

Please find the project site costs below.

- | | |
|---|--------------|
| 1) APS plan WA401790 dated 11/4/2017 sheets 1-4. | \$ 59,822.00 |
| 2) Misc trench and conduit to R.V. sites and sump pumps-
conductors by others (building E.C) | \$ 12,726.00 |
| 3) Conduit and pull boxes in J/T with APS to future sliding gate. | \$ 5,347.00 |
| 4) 100 amp SES- | \$ 3,778.00 |
| 5) 200 amp SES- | \$ 4,353.00 |

Sales tax Value added to total \$0.00

Upon your Acceptance, All Terms and Conditions as Outlined In this Proposal, become a Part Of or an Attachment To the Contract.

Please Note Our Exclusions, below.

Exclusions: Unless Otherwise Noted Above

Taxes, Bond, Permits, Atypical Insurance, Testing, Engineering Fees, Utility Charges, Painting, Saw Cutting, Allowance, Striping, Concrete & Asphalt Repair, Landscape Repair, Temporary Power, Patching, Foundation Removal, Survey, Non Electrical Sleeves, Private Utility locating, Hard dig or Rock Excavation, Spoil Removal & Haul Off, Traffic Control, Off Duty Police Officer, & Special Systems Wire, Trench Plates, Trench Protection, Charges for Powerline or De-Energizing Lines, Construction Water, Dust Control, Track Out, Staging Yard, Signage, Weekend or Overtime.

All Material Secured on site to be paid with Progress Payments.

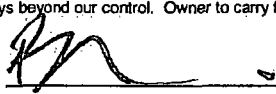
We hereby propose to furnish material and labor - complete in accordance with the above specifications for the sum of: **\$86,026.00**

Note: This proposal is based on prices quoted for concrete, electrical conduit, wiring and other electrical products as of the date of this proposal. Due to rapidly rising prices in concrete, steel and copper, this proposal is subject to increase if products increase prior to the execution of a written agreement, by the amount of increases quoted by our intended suppliers and/or subcontractors.

(We will provide proof of any increase, upon request)

All material is guaranteed to be as specified. All work to be completed in a professional 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. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Ins.

Authorized Signature



Brian Kimbrell

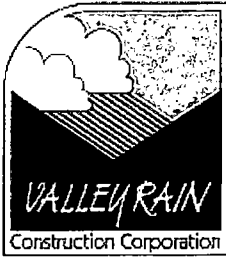
Note: This proposal may be withdrawn by Kimbrell Electric, Inc., if not accepted within 15 days.

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

Signature

Date

"The Bitterness of Poor Quality, Lingers Long After the Sweet Low Price is Forgotten"



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:			
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869		
		Fax:	480-312-7971		
Project Name:	2018.05.01 Fraesfield VRCC Demolition ALT	Bid Number:			
Project Location:		Bid Date:	5/18/2018		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

Demolition

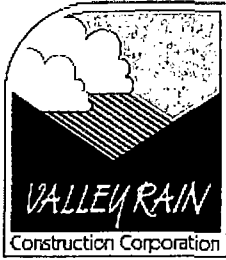
D-2	Remove AC Millings	860.00	SY	\$6.55	\$5,633.00
D-5	Transport Water Demolition	1.00	LS	\$400.00	\$400.00
Total Price for above Demolition Items:					\$6,033.00

Total Bid Price: **\$6,033.00**

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
---	---



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:			
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869		
		Fax:	480-312-7971		
Project Name:	2018.05.01 Fraesfield VRCC Grading ALT 1	Bid Number:			
Project Location:		Bid Date:	10/3/2017		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

Grading

G-1	Site Grading	1.00	LS	\$16,700.00	\$16,700.00
G-2	Transport Water Grading	1.00	LS	\$491.00	\$491.00

Total Price for above Grading Items: \$17,191.00

Total Bid Price: \$17,191.00

Notes:

- This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
- There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
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Fraesfield Trailhead Plans and Specifications

SHEET INDEX

	GENERAL
G0.1	COVER SHEET
H1.0	OVERALL SITE PLAN
H1.1	SITE PLAN SEGMENT A
H1.2	SITE PLAN SEGMENT B
H1.3	SITE PLAN SEGMENT C
H1.4	SITE PLAN SEGMENT D
H1.5	SITE PLAN SEGMENT E
H1.6	SITE PLAN SEGMENT F
H2.0	ARCHITECTURAL MOCKUP
H2.1	SITE ENCLOSURES
H2.2	SITE DETAILS
H2.3	SITE DETAILS
	CIVIL
CF1.0	COVER SHEET
CF2.1	NOTES
CF2.2	KEY MAP
CF3.1	SITE PLAN
CF3.2	SITE PLAN
CF3.3	SITE PLAN
CF4.1	GRADING & DRAINAGE PLAN
CF4.2	GRADING & DRAINAGE PLAN
CF4.3	GRADING & DRAINAGE PLAN
CF5.1	UTILITY PLAN
CF5.2	UTILITY PLAN
CF5.3	UTILITY PLAN
CF6.1	DETAILS
CF7.1	CROSS SECTIONS
CF8.1	STORM WATER MANAGEMENT PLAN
CF8.2	STORM WATER MANAGEMENT PLAN
	LANDSCAPE
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LS1.1	OVERALL SALVAGE PLAN
LS1.2	SALVAGE PLAN
LS1.3	SALVAGE PLAN
LC.01	LANDSCAPE COVER SHEET
L1.0	OVERALL LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN SEGMENT A
L1.2	LANDSCAPE PLAN SEGMENT B
L1.3	LANDSCAPE PLAN SEGMENT C
L1.4	LANDSCAPE PLAN SEGMENT D
L1.5	LANDSCAPE PLAN SEGMENT E
L1.6	LANDSCAPE PLAN SEGMENT F
L2.0	LANDSCAPE DETAILS
L2.1	LANDSCAPE DETAILS
L2.2	LANDSCAPE DETAILS
	ELECTRICAL
E0.2	DIVISION 26 SPECIFICATIONS
ES.1	ELECTRICAL SITE PLAN
E1.0	LIGHTING PHOTOMETRICS PLAN
E1.1	LIGHTING CUT SHEETS
1 OF 4	APS ENGINEERED DRAWINGS - REFERENCE ONLY
2 OF 4	APS ENGINEERED DRAWINGS - REFERENCE ONLY
3 OF 4	APS ENGINEERED DRAWINGS - REFERENCE ONLY
4 OF 4	APS ENGINEERED DRAWINGS - REFERENCE ONLY

Plans Dated 4-16-2018

Specifications Dated 4-06-2018

Project Specifications provided by Smithgroup JJR

pages 1-228.



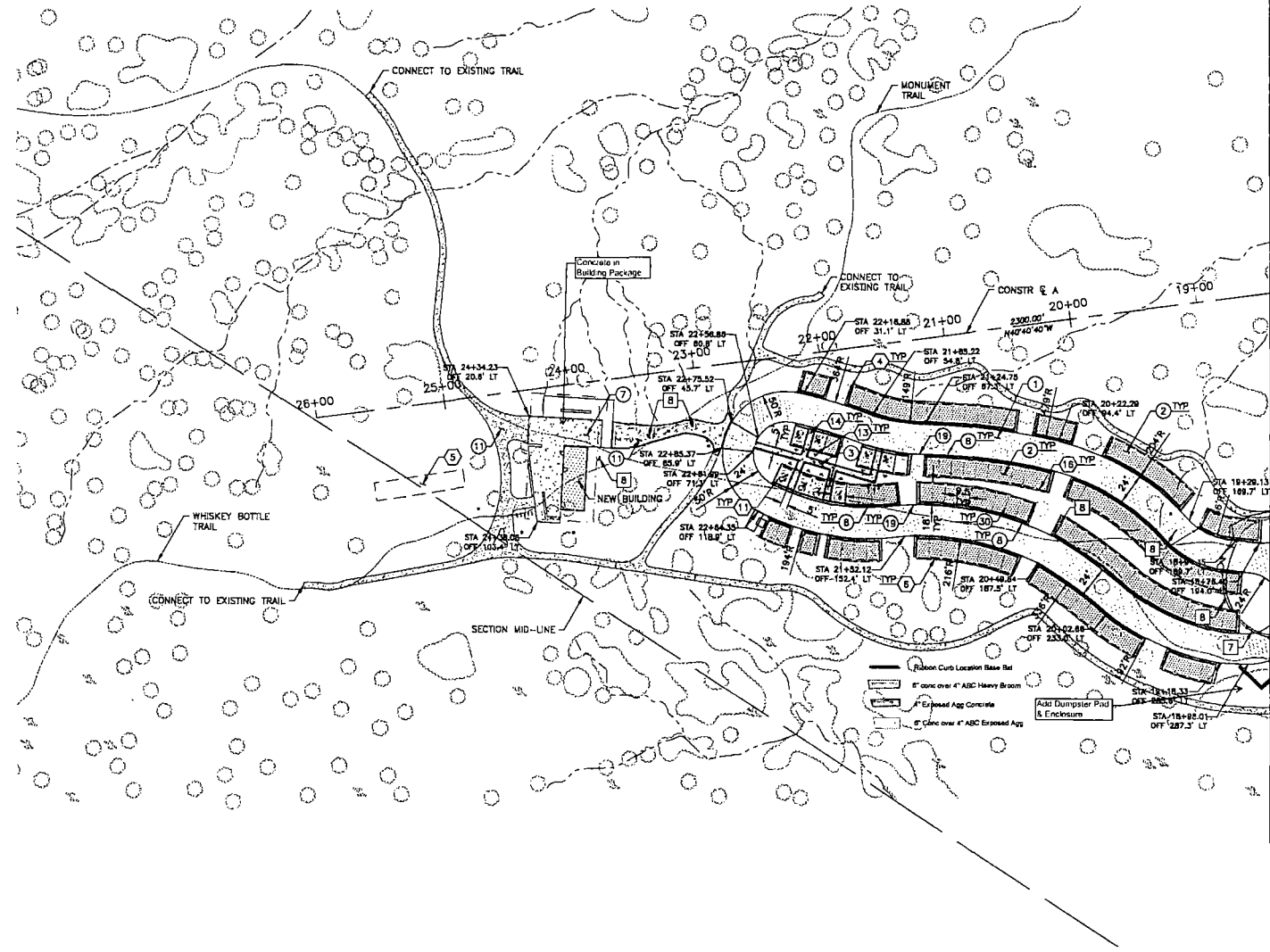
GRANITE MOUNTAIN and FRAESFIELD TRAILHEAD SITE
Assumptions & Clarifications
"95%" Plans Received 5-1-18

No.	Reference	Comments
1		This project has been procured under Arizona Revised Statutes Title 34 and is not subject to potential "Maintain, Repair, Replace, or Alter project treatment". All Transaction Privilege Taxes are treated in this bid/contract as "Prime Contracting".
2		There are self-performed trade bids, offered as a competitive bids in the Guaranteed Maximum Price, it is agreed that these bids shall be treated as a fixed cost, to be included in "Cost of the Work" of the Guaranteed Maximum Price.
3		Testing by Owner's Testing Lab. Costs of initial testing is excluded.
4		For Fraesfield Trailhead Site plans Dated April 16,2018
5		It is assumed that the water used for construction will be available at or within 1 mile of 118th Street and Rio Verde Dr.
6		Temporary Irrigation to plants will be a tank system with drip tubing that will be serviced during plant establishment and the one year maintenance.
7		Stabilized ABC will not match the natural granite color at the site.ABC material is bid as MAG spec ABC- Contingency will be used if a custom color ABC is selected that increases the cost of the ABC- There has not been an allowance set for this
8		NAOS Fencing (Yellow Rope) will be paid for according to actual use.
9		Creosote & Jojoba Salvage & replant will be billed on actual quantities salvaged and replanted. There may not be enough salvageable material as called out on the plans
10		Protection of landscaping plants during maintenance period is excluded from this proposal. Acts of God, Vandalism, and Animal damage are not covered by Valley Rains warranty to the owner.
11	Det 2 H2.3	Aggregate Base Course for the graded path and stabilized dg path is excluded.
12	Det 4 H2.3	ADA Symbol is being sandblasted into the concrete ADA Parking Pad.
13	Det 3 H2.3	Steel edging has been replaced with MAG 220b ribbon curb in all areas except those behind the parking wheel stops.
14	Both Sites	Only the top four inches of the eight inch Stabilized ABC will receive Stabilizer. The bottom four inches of ABC will be compacted only.
15	Fraesfield	Concrete shown at restroom is excluded and will be bid with the Fraesfield & Granite Mountain Building packages.
16	Both Sites	Septic System as designed will need to be changed to comply with Maricopa County requirements. Depths are too deep and do not meet code.
17		A field office trailer at Fraesfield Site will also be used for the Granite Mountain project.
18	Both Sites	Septic tanks as called out are not manufactured as septic tanks. They are water holding tanks, and not designed for the bury depths as shown. We are including 1,500 gallon Septic tanks by the specified manufacturer. Bury depths remain too deep for the tanks though.
19	CF 3.3 (Fraesfield)	Section of graded trail from Rio Verde Dr to Station 9+50 is excluded.
20	Fraesfield	See Attachment 1 Modified Plans for Fraesfield modifications to the site paving.
21	Both Sites	Excludes SES Cabinets at Buildings
22	Both Sites	All site sidewalk is to be on native material. ABC is excluded from sidewalk subgrade.



GRANITE MOUNTAIN and FRAESFIELD TRAILHEAD SITE
Assumptions & Clarifications
"95%" Plans Received 5-1-18

No.	Reference	Comments
23	Both Sites	Stabilized ABC Parking Stalls and Equestrian lot is currently bid with 4" Stabilized ABC over 4" compacted ABC- There will be a savings if the existing millings can be used for the 4" base however this will only occur in the second phase of work because the existing millings are needed for the existing temp parking to remain open.
24	Both Sites	Exhibit provided shows assumed extents of concrete and dg pathways
25	Both Sites	Transformer enclosure has been deleted/ excluded
26	Both Sites	Ribbon curb will be installed as shown on takeoff plan- to be exposed agg finish
27	Both Sites	1/4" radius tool joints for curbing
28	Both Sites	Steel edger has been deleted at DG paths
29	Both Sites	Formed edge of asphalt pavement is not required per city comment and is excluded
30	Both Sites	1 Year Maintenance for all plant material is included
31	Both Sites	Native Resources Salvage Warranty is extended to the Owner- there is no other implied warranty on salvage material- Contingency would need to be used for replacements
32		Contractor is only responsible for rip rap as shown on plans- Added qty is to be paid for using the rip rap allowance- any overruns over the allowance item will be paid for with contingency
33	Both Sites	All major Trade packages were sent to a minimum of 5 subcontractors however not all trade packages received 3 bids. Valley Rain, at the City's request, will continue to solicit bids. The prices provided will be considered a Not to Exceed (NTE) GMP.
34	Both Sites	Adjustments have been made to subcontractor proposals as noted on their bids and in the respective RFQ groups for missing and or incompleteness of their scope as defined in their proposals, Adjustments include verbally discussed additions between Valley Rain and the subcontractor as well as "plugged" amounts based on known or historical costs. The actual cost of work will be tracked and charged accordingly.
35	Both Sites	Buyout savings will be transferred to project contingency and any buyout overruns can be paid for with buyout savings. All remaining savings will be transferred to owners contingency.
36	Both Sites	The GMP provided is based on Valley Rain's recommended award.
37	Both Sites	Contingency is shown below the line- Markups will need to be applied to contingency usage-
38		Contract Administration is considered LS and time will not be tracked. All Indirect items as listed in the breakdown will be considered reimbursable items and the combined total of these items will be a Not To Exceed amount within the GMP. Overruns can be paid by underruns but cannot exceed the total as presented.
39		Conductors to entry gate are to be included in ALLOW-2



1	DEMOLITION NOTES	
7	REMOVE FENCE	
8	REMOVE SIGN & POLE W/ FOUNDATION	
	CONSTRUCTION NOTES	
1	ASPHALT PAVEMENT (3/4" MIX) 3"AC/6"ABC/NATIVE COMPACTED TO 95% REFER TO GEOTECHNICAL REPORT 1720275A/172028A PREPARED BY SPEEDIE DATED 11/21/17	
2	STABILIZED ABC 8" STABILIZED ABC/NATIVE COMPACTED TO 95% REFER TO GEOTECHNICAL REPORT 1720275A/172028A PREPARED BY SPEEDIE DATED 11/21/17	
3	CONCRETE PAVEMENT 8"PCCP/4"ABC/NATIVE COMPACTED TO 95% REFER TO GEOTECHNICAL REPORT 17202285A/1720285A PREPARED BY SPEEDIE DATED 11/27/17, REFER TO LANDSCAPE PLAN FOR COLOR & FINISH	
7	CONCRETE SIDEWALK, WIDTH PER PLAN WAG STD DET 230, REFER TO LANDSCAPE PLAN FOR COLOR & FINISH	
8	CONCRETE RIBBON CURB WAG STD DET 220, TYPE B, REFER TO LANDSCAPE PLAN FOR COLOR & FINISH	
1	STABILIZED DECOMPOSED GRANITE 4" THICK, REFER TO LANDSCAPE PLANS FOR COLOR & TYPE	
19	ASPHALT PAVEMENT EDGE WAG STD DET 201, TYPE A	
20	PAVEMENT MARKING 6" WHITE STRIPE	

REFERENCE NOTES	
4	EXISTING VEGETATION TO REMAIN PROTECT IN SIZE REFER TO LANDSCAPE SALVAGE PLAN FOR ALL REMOVALS & SALVAGES
5	LEACH FIELD LOCATION REFER TO UTILITY PLAN
6	PARKING STOP REFER TO ARCHITECTURAL PLAN
11	ADA SYMBOL REFER TO LANDSCAPE PLAN
13	ADA PARKING SIGN & POST REFER TO LANDSCAPE PLAN
14	SAND BLASTED PAVEMENT MARKING REFER TO LANDSCAPE PLAN

LEGEND

- ASPHALT PAVEMENT
- STABILIZED ABC
- DECOMPOSED GRANITE

0' 20' 40' 80'

SCALE: 1" = 40'

**FRAESFIELD
TRAILHEAD**
13400 E. RIO VERDE DR.
SCOTTSDALE, AZ 85262

Owner:
CITY OF SCOTTSDALE
7447 E. INDIAN SCHOOL RD.
SCOTTSDALE, AZ 85251

[illegible]

PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING

KEY PLAN

DRAWING TITLE

SITE PLAN

SCALE

PROJECT NUMBER

AS SHOWN

20534.00'1

CD

CF3.1

**FRAESFIELD
TRAILHEAD**
13400 E. RIO VERDE DR.
SCOTTSDALE, AZ 85262

Owner:
CITY OF SCOTTSDALE
7447 E. INDIAN SCHOOL RD.
SCOTTSDALE, AZ 85251

SMITHGROUP JR

455 N. 3RD STREET
SUITE 250
PHOENIX, AZ 85004
602.265.2200
www.smithgroupinc.com

DIBBLE ENGINEERING
CIVIL ENGINEERING
7500 N DREAMY DREAM DRIVE #23
PHOENIX, AZ 85030
602.957.1155

PK ASSOCIATES
STRUCTURAL ENGINEERING
7434 E McDONALD DRIVE
SCOTTSDALE, AZ 85250
480.822.7700

ISSUED FOR	REV	DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
SIT CMP PACKAGE		18 APRIL
DEVELOPMENT REVIEW BOARD		04 JUNE 1981
CONDITIONAL USE PERMIT		12 JULY 1981
CONCEPTUAL REVIEW		07 APRIL

SEALS AND SIGNATURES

PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING

KEY PLAN

DRAWING TITLE

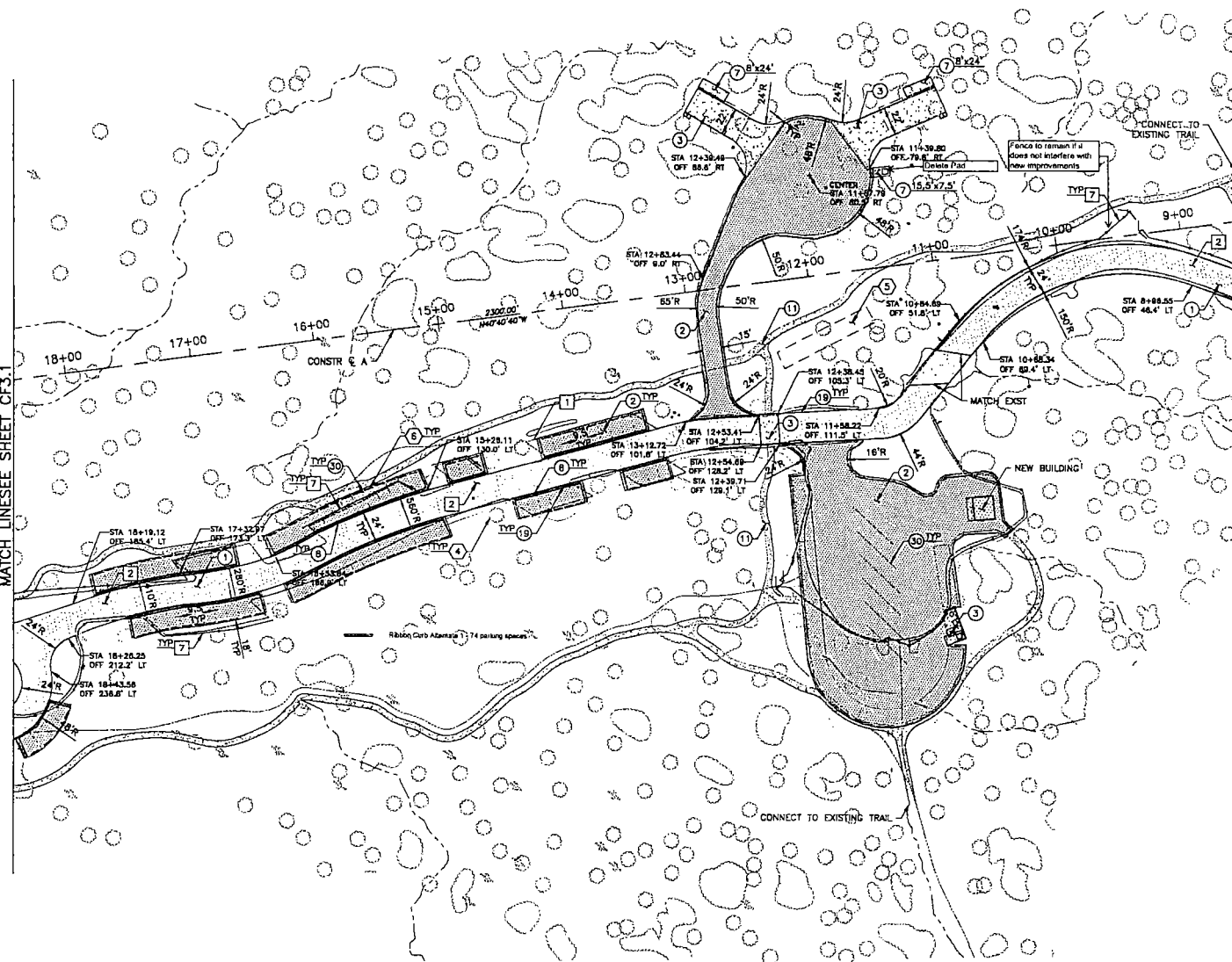
SITE PLAN

AS SHOWN

SCALE 70524.001

PROJECT NUMBER 20524.001

CD	CF3.2
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DEMOLITION NOTES	
2	REMOVE ASPHALT MILLINGS FULL DEPTH
7	REMOVE FENCE




○ CONSTRUCTION NOTES

- MATCH LINE SEE SHEET CF3.3
- 1 ASPHALT PAVEMENT 3/4" (4") MDX
3" AC/8" ABC/NATIVE COMPACTED TO 95%
REFER TO GEOTECHNICAL REPORT
1720275A/1720285A PREPARED BY SPEEDIE
DATED 11/21/17
 - 2 STABILIZED ABC
8" STABILIZED ABC/NATIVE COMPACTED TO 95%
REFER TO GEOTECHNICAL REPORT
1720275A/1720285A PREPARED BY SPEEDIE
DATED 11/21/17
 - 3 CONCRETE PAVEMENT
4" 100% P/28% ABC/NATIVE COMPACTED TO 95%
REFER TO GEOTECHNICAL REPORT
1720285A/1720285A PREPARED BY SPEEDIE
DATED 11/21/17. REFER TO LANDSCAPE PLAN
FOR COLOR & FINISH
 - 7 CONCRETE SIDEWALK, WIDTH PER PLAN
MAC STD DET 330, REFER TO LANDSCAPE PLAN
FOR COLOR & FINISH
 - 8 CONCRETE RIBBON CURB
MAC STD DET 220, TYPE B, REFER TO
LANDSCAPE PLAN FOR COLOR & FINISH
 - 9 STABILIZED DECOMPOSED GRANITE
* THICK REFER TO LANDSCAPE PLAN FOR
COLOR & TYPE
 - 19 ASPHALT PAVEMENT EDGE
MAC STD DET 201, TYPE A
 - 20 PAVEMENT MARKING
A. WHITE STRIPE

REFERENCE NOTES

- 4. EXISTING VEGETATION TO REMAIN
PROTECT IN PLACE
REFER TO LANDSCAPE SALVAGE PLAN FOR ALL
REMOVALS & SALVAGES
- 5. LEACH FIELD LOCATION
REFER TO UTILITY PLAN
- 6. PARKING STDP
REFER TO ARCHITECTURAL PLAN

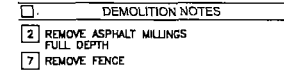
LEGEND

- | | |
|---|--------------------|
|  | ASPHALT PAVEMENT |
|  | STABILIZED ABC |
|  | DECOMPOSED GRANITE |



0' 20' 40' 80'

SCALE: 1"=40'



Owner:
CITY OF SCOTTSDALE
7447 E. INDIAN SCHOOL RD.
SCOTTSDALE, AZ 85251

DIBBLE ENGINEERING
CIVIL ENGINEERING
7303 N. CREAMY GRAY DRIVE #200
PHOENIX, AZ 85020
602.957.1155

PX ASSOCIATES
STRUCTURAL ENGINEERING
7434 E McDONALD DRIVE
SCOTTSDALE, AZ 85250
480.822.3739

ISSUED FOR	REV	DATE
SUE GMP PACKAGE		18 APRIL 18
DEVELOPMENT REVIEW BOARD		04 JAN 18
CONCRESSIONAL USE PERMIT		19 JULY 17
CONCEPTUAL REVIEW		07 APRIL 17

SEALS AND SIGNATURES

PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING

KEY PLAN

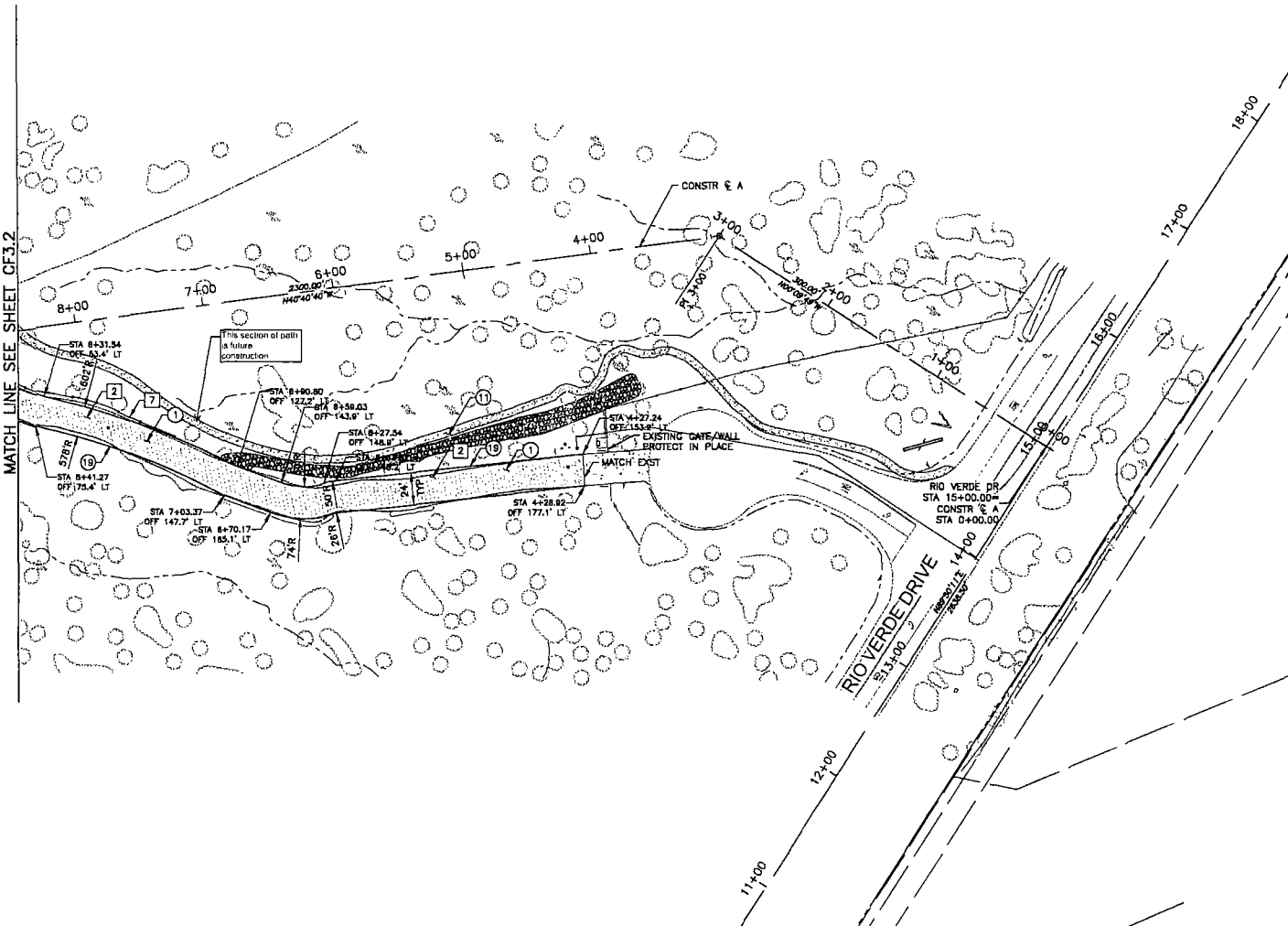
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SITE PLAN

AS SHOWN

SCALE _____ 20524 003

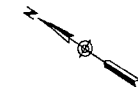
PROJECT NUMBER
CD
DRAWING NUMBER



LEGEND

ASPHALT PAVEMENT

ASPHALT PAVEMENT
DECOMPOSED GRANITE



Contact Arizona 8711 at least 10
 working days before your flight date.

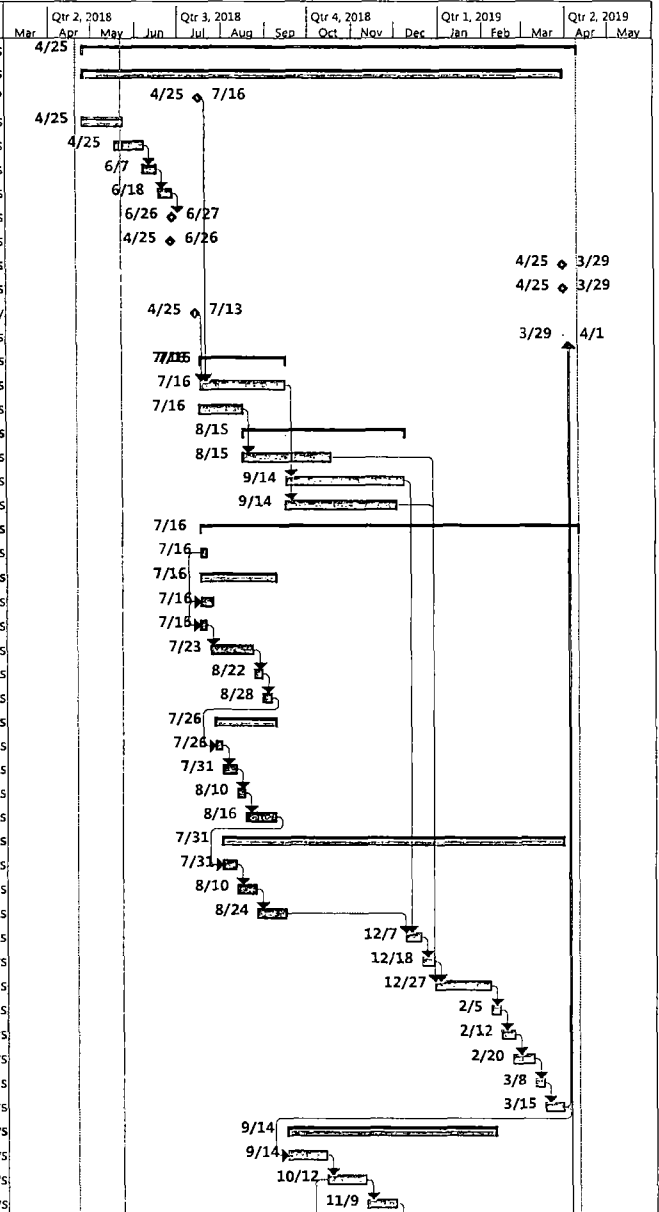
 Call 8711 or click Arizona11.

0° 20' 40' 80'

SCALE: 1"=40'

2018-095-COS
Exhibit C - Page 142 of 244

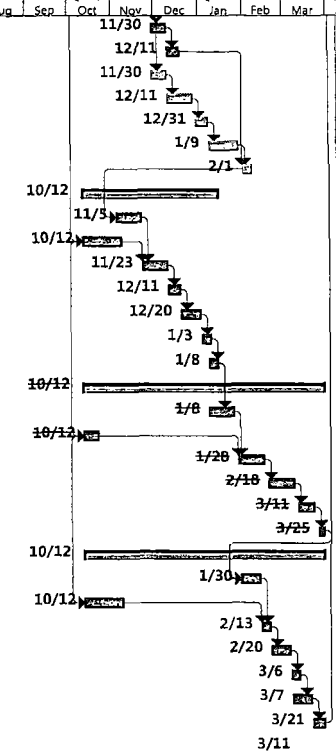
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									Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
0	0		FREASFIELD TH	249 days	Wed 4/25/18	Mon 4/8/19	2%	0 days														
1	1		1 Milestones	243 days	Wed 4/25/18	Fri 3/29/19	42%	0 days														
2	2		1.1 NOTICE TO PROCEED	0 days?	Mon 7/16/18	Mon 7/16/18	0%	0 days?														
3	3		1.2 100% DESIGN	20 days	Wed 4/25/18	Tue 5/22/18	100%	0 days														
4	4		1.3 PERMIT SUBMITTAL - 1ST	14 days	Fri 5/18/18	Wed 6/6/18	0%	0 days														
5	5		1.4 PERMIT PLAN REVIEW	7 days	Thu 6/7/18	Fri 6/15/18	0%	0 days														
6	6		1.5 PERMIT SUBMITTAL - 2ND	7 days	Mon 6/18/18	Tue 6/26/18	0%	0 days														
7	7		1.6 PERMITS	0 days	Wed 6/27/18	Wed 6/27/18	0%	204 days														
8	8		1.7 COUNCIL MTG	0 days	Tue 6/26/18	Tue 6/26/18	0%	205 days														
9	9		1.8 CONTRACT COMPLETION DEADLINE	0 days	Fri 3/29/19	Fri 3/29/19	0%	6 days														
10	10		1.9 COMPLETION GOAL SITE & OFFSITE	0 days	Fri 3/29/19	Fri 3/29/19	0%	6 days														
11	11		1.10 PRECONSTRUCTION MTG	0 days	Fri 7/13/18	Fri 7/13/18	0%	1 day														
12	12		2 CONSTRUCTION COMPLETION	0 days	Mon 4/1/19	Mon 4/1/19	0%	6 days														
13	13		3 SUBMITTALS (INCLUDES REVIEW)	44 days	Mon 7/16/18	Thu 9/13/18	0%	0 days														
14	14		3.1 MATERIALS	44 days	Mon 7/16/18	Thu 9/13/18	0%	0 days														
15	15		3.2 SHOP DRAWINGS	22 days	Mon 7/16/18	Tue 8/14/18	0%	0 days														
16	16		4 LONG ITEM LEAD TIME	82 days	Wed 8/15/18	Thu 12/6/18	0%	0 days														
17	17		4.1 STEEL	44 days	Wed 8/15/18	Mon 10/15/18	0%	52 days														
18	18		4.2 ELECTRICAL GEAR & FIXTURES	60 days	Fri 9/14/18	Thu 12/6/18	0%	0 days														
19	19		4.3 ARCHITECTURAL BLD FIXTURES	56 days	Fri 9/14/18	Fri 11/30/18	0%	18 days														
20	20		5 CONSTRUCTION	191 days	Mon 7/16/18	Mon 4/8/19	0%	0 days														
21	21		5.1 MOBILIZATION - TEMP CONTROLS, LAYOUT & BLUE STAKE	5 days	Mon 7/16/18	Fri 7/20/18	0%	0 days														
22	22		5.2 SITE WORK	39 days	Mon 7/16/18	Thu 9/6/18	0%	8 days														
23	23		5.2.1 SURVERY/STAKING	7 days	Mon 7/16/18	Tue 7/24/18	0%	0 days														
24	24		5.2.2 TREE PROTECTION	5 days	Mon 7/16/18	Fri 7/20/18	0%	0 days														
25	25		5.2.3 TREE SALVAGE-SIDE BOX TO NURSERY	22 days	Mon 7/23/18	Tue 8/21/18	0%	0 days														
26	26		5.2.4 POTHOLE/PRIVATE LOCATE	4 days	Wed 8/22/18	Mon 8/27/18	0%	0 days														
27	27		5.2.5 SWPPP	5 days	Tue 8/28/18	Mon 9/3/18	0%	4 days														
28	28		5.2.6 PHASE 1 GRADING, DRAINAGE & BLD PREP	31 days	Thu 7/26/18	Thu 9/6/18	0%	87 days														
29	29		5.2.6.1 SALVAGE & STOCKPILE DESERT PAVEMENT	3 days	Thu 7/26/18	Mon 7/30/18	0%	0 days														
30	30		5.2.6.2 PREP BUILDING PAD LOCATION	8 days	Tue 7/31/18	Thu 8/9/18	0%	0 days														
31	31		5.2.6.3 CLEAR & GRUB	4 days	Fri 8/10/18	Wed 8/15/18	0%	0 days														
32	32		5.2.6.4 DEMO EXISTING	16 days	Thu 8/16/18	Thu 9/6/18	0%	27 days														
33	33		5.3 PHASE 1 BUILDINGS	173 days	Tue 7/31/18	Thu 3/28/19	0%	0 days														
34	34		5.3.1 BLD PAD PREP	8 days	Tue 7/31/18	Thu 8/9/18	0%	0 days														
35	35		5.3.2 FOUNDATIONS	10 days	Fri 8/10/18	Thu 8/23/18	0%	0 days														
36	36		5.3.3 WALL STRUCTURES	15 days	Fri 8/24/18	Thu 9/13/18	0%	60 days														
37	37		5.3.4 UG, ELETRICAL/PLUMBNG ROUGHING	7 days	Fri 12/7/18	Mon 12/17/18	0%	0 days														
38	38		5.3.5 BLD SLAB	7 days	Tue 12/18/18	Wed 12/26/18	0%	0 days														
39	39		5.3.6 STRUCTURAL STEEL	28 days	Thu 12/27/18	Mon 2/4/19	0%	0 days														
40	40		5.3.7 ELETRICAL	5 days	Tue 2/5/19	Mon 2/11/19	0%	0 days														
41	41		5.3.8 PLUMBING & MECHANICAL	8 days	Tue 2/12/19	Thu 2/21/19	0%	0 days														
42	42		5.3.9 CONCRETE WORK-EXTERIOR	12 days	Wed 2/20/19	Thu 3/7/19	0%	0 days														
43	43		5.3.10 PAINT/SEALING	5 days	Fri 3/8/19	Thu 3/14/19	0%	0 days														
44	44		5.3.11 FINAL INSPECTIONS/PERMIT CLOSEOUT	10 days	Fri 3/15/19	Thu 3/28/19	0%	0 days														
45	45		5.4 PHASE 2 MAIN PARKING LOOP AT TH	105 days	Fri 9/14/18	Thu 2/7/19	0%	0 days														
46	46		5.4.1 DEMO GRADING	20 days	Fri 9/14/18	Thu 10/11/18	0%	0 days														
47	47		5.4.2 UG UTILITIES-WATER & ELECT	20 days	Fri 10/12/18	Thu 11/8/18	0%	0 days														
48	48		5.4.3 CONCRETE-C&G	15 days	Fri 11/9/18	Thu 11/29/18	0%	0 days														



Project: FREASFIELD TH
Date: Tue 5/22/18

Task	Project Summary	Manual Task	Start-only	Deadline	Manual Progress
Split	Inactive Task	Duration-only	Finish-only	Critical	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Critical Split	
Summary	Inactive Summary	Manual Summary	External Milestone	Progress	

ID	ID	Task Mode	Task Name	Duration	Start	Finish	% Complete	Free Slack	Mar	Qtr 2, 2018	Qtr 3, 2018	Qtr 4, 2018	Qtr 1, 2019	Qtr 2, 2019								
									Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
49	49	🔧	5.4.4 CONCRETE PAD TRANSFORMER ROOM	7 days	Fri 11/30/18	Mon 12/10/18	0%	0 days								11/30						
50	50	🔧	5.4.5 RIP RAP DRAINAGE	7 days	Tue 12/11/18	Wed 12/19/18	0%	31 days								12/11						
51	51	🔧	5.4.6 SIDEWALKS	7 days	Fri 11/30/18	Mon 12/10/18	0%	0 days								11/30						
52	52	🔧	5.4.7 LANDSCAPE-IRRIGATION	14 days	Tue 12/11/18	Fri 12/28/18	0%	0 days								12/11						
53	53	🔧	5.4.8 DESERT PAVEMENT	7 days	Mon 12/31/18	Tue 1/8/19	0%	0 days								12/31						
54	54	🔧	5.4.9 PAVING - STRIPIN & SIGNAGE	15 days	Wed 1/9/19	Tue 1/29/19	0%	0 days								1/9						
55	55	🔧	5.4.10 FINAL CLEAN	5 days	Fri 2/1/19	Thu 2/7/19	0%	0 days								2/1						
56	56	🔧	5.5 PHASE 3 EQUESTRIAN PARKING	67 days	Fri 10/12/18	Mon 1/14/19	0%	6 days								10/12						
57	57	🔧	5.5.1 DEMO GRADING-2	14 days	Mon 11/5/18	Thu 11/22/18	0%	0 days								11/5						
58	58	🔧	5.5.2 UG UTILITIES-WATER & ELECT-2	20 days	Fri 10/12/18	Thu 11/8/18	0%	0 days								10/12						
59	59	🔧	5.5.3 CONCRETE WORK FOR TRANSFORMER PAD	12 days	Fri 11/23/18	Mon 12/10/18	0%	0 days								11/23						
60	60	🔧	5.5.4 RIP RAP DRAINAGE-2	7 days	Tue 12/11/18	Wed 12/19/18	0%	0 days								12/11						
61	61	🔧	5.5.5 SIDEWALKS-2	10 days	Thu 12/20/18	Wed 1/2/19	0%	0 days								12/20						
62	62	🔧	5.5.6 LANDSCAPE-IRRIGATION-2	5 days	Thu 1/3/19	Wed 1/9/19	0%	0 days								1/3						
63	63	🔧	5.5.7 FINAL CLEAN	5 days	Tue 1/8/19	Mon 1/14/19	0%	0 days								1/8						
64	64	🔧	5.6 PHASE 4 HOST SITES	121 days	Fri 10/12/18	Fri 3/29/19	0%	6 days								10/12						
65	65	🔧	5.6.1 DEMO GRADING-3	14 days	Tue 1/8/19	Fri 1/25/19	0%	0 days								1/8						
66	66	🔧	5.6.2 UG UTILITIES-WATER&ELECT-3	7 days	Fri 10/12/18	Mon 10/22/18	0%	0 days								10/12						
67	67	🔧	5.6.3 CONCRETE PAVEMENT	15 days	Mon 1/28/19	Fri 2/15/19	0%	0 days								1/28						
68	68	🔧	5.6.4 STEEL WORK AND CANOPY FOR PATIOS	15 days	Mon 2/18/19	Fri 3/8/19	0%	0 days								2/18						
69	69	🔧	5.6.5 LANDSCAPE IRRIGATION-3	10 days	Mon 3/11/19	Fri 3/22/19	0%	0 days								3/11						
70	70	🔧	5.6.6 FINAL CLEAN	5 days	Mon 3/25/19	Fri 3/29/19	0%	0 days								3/25						
71	71	🔧	5.7 PHASE 5 ENTRY RD & ADDITIONAL PARKING	121 days	Fri 10/12/18	Fri 3/29/19	0%	6 days								10/12						
72	72	🔧	5.7.1 DEMO-GRADING-4	10 days	Wed 1/30/19	Tue 2/12/19	0%	0 days								1/30						
73	73	🔧	5.7.2 UG UTILITIES-WATER&ELECT-4	20 days	Fri 10/12/18	Thu 11/8/18	0%	70 days								10/12						
74	74	🔧	5.7.3 RIP RAP DRAINAGE	5 days	Wed 2/13/19	Tue 2/19/19	0%	0 days								2/13						
75	75	🔧	5.7.4 LANDSCAPE-IRRIGATION	10 days	Wed 2/20/19	Tue 3/5/19	0%	0 days								2/20						
76	76	🔧	5.7.5 CONCRETE PAVEMENT	5 days	Wed 3/6/19	Tue 3/12/19	0%	0 days								3/6						
77	77	🔧	5.7.6 PAVING - STRIPING & SIGNAGE-2	10 days	Thu 3/7/19	Wed 3/20/19	0%	0 days								3/7						
78	78	🔧	5.7.7 FINAL CLEAN	7 days	Thu 3/21/19	Fri 3/29/19	0%	0 days								3/21						
79	79	🔧	6 PERMIT CLOSEOUT	15 days	Mon 3/11/19	Fri 3/29/19	0%	6 days								3/11						



Project: FREASFIELD TH	Task	Project Summary	Manual Task	Start-only	Deadline	Manual Progress
Date: Tue 5/22/18	Split	Inactive Task	Duration-only	Finish-only	Critical	
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Critical Split	
	Summary	Inactive Summary	Manual Summary	External Milestone	Progress	



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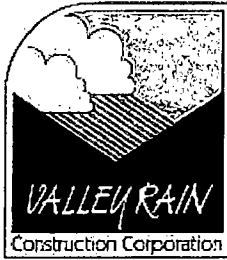
Scope of work

Construction Services to include the following:

1. **Plumbing:** ~~Installation of fresh water holding tanks at host sites with pumps,~~ restroom building fixtures and drains
2. **Grading:** Cut footings, set grade for slabs, place aggregate base, backfill walls and slabs.
3. **Concrete:** CIP building walls(Bushhammer finish on exterior), benches (Sandblast finish) and flatwork. Building footings are included in price as well.
4. **Electrical:** Supply power from source ate building to lights and pumps at site.
5. **Steel /Site Amenities:** Supply and install steel structural sections at buildings along with various horse and bike racks.
6. **Masonry:** interior walls of buildings are to be block.
7. **Floor/Wall Treatments:** Interior wall coatings only, flooring is to be completed per flooring schedule, which includes ground and sealed, broomed finish, and exposed aggregate (exterior). Interior CIP walls are to be sandblasted.
8. **Doors.** Doors are to be completed per door schedule.

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)	\$ 650,381.68	
B	CMAR Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$ 272,201.73	
C	Total Cost of the Work (A+B)		\$ 922,583.41
	INDIRECT COSTS	AMOUNT	
D	General Conditions (Negotiated Amount)	\$ 3,121.83	
E	Total Cost of the Work + General Conditions (C+D)		\$ 925,705.24
F	Payment and Performance Bonds (On Cost of the Work + General Conditions)	\$ 9,164.48	
G	Insurance (Additional CMAR's Insurance not provided in the Total Cost of the Work) (.82%)	\$ 7,790.78	
H	Subtotal Direct + Indirect Costs (E+F+G)		\$ 942,460.50
I	CMAR Construction Fee (Negotiated Fixed Fee) (9%)	\$ 84,821.45	
J	Project Subtotal (H+I)		\$ 1,027,281.95
K	Taxes (Actual Reimbursable limited by Not to Exceed)	\$ 53,084.79	
L	CMAR's GMP (Not to Exceed) (J+K)		\$ 1,080,366.75
M	CITY'S PROJECT CONTINGENCY (As determined by the City)		\$ -
N	CONTRACT PRICE (Not to Exceed) (L+M)		\$ 1,080,366.75



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

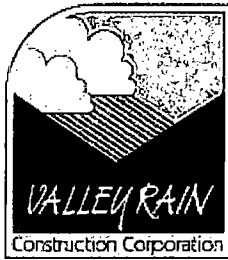
Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.07 Granite Mtn TH (Building)(GMP)	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Grading					
GR-1	Backfill Footings/Grade For Flatwork	1.00	LS	\$1,995.73	\$1,995.73
GR-2	Place Aggregate Base At Slabs	3,400.00	SF	\$3.20	\$10,880.00
GR-3	Misc Backfill - Finish Grade Site	1.00	LS	\$1,395.03	\$1,395.03
GR-4	Load & Haul Trades Spoils(Centrally Located)	400.00	CY	\$29.89	\$11,956.00
Total Price for above Grading Items:					\$26,226.76
Plumbing					
P-1	Plumbing Lump Sum	1.00	LS	\$24,050.00	\$24,050.00
Total Price for above Plumbing Items:					\$24,050.00
Electrical					
E-1	Building Electrical	1.00	LS	\$116,543.00	\$116,543.00
Total Price for above Electrical Items:					\$116,543.00
Concrete					
C-1	Concrete Bench (111/S3.1)	128.00	LF	\$230.71	\$29,530.88
C-2	Concrete Bench (112/S3.1)	58.00	LF	\$269.99	\$15,659.42
C-3	Building Footings (Main,Equestrian,Host)	1.00	LS	\$32,275.83	\$32,275.83
C-4	5" Concrete Flatwork (Main Building)	2,938.00	SF	\$9.74	\$28,616.12
C-5	5" Concrete Flatwork (Equestrian)	462.00	SF	\$10.70	\$4,943.40
C-6	Drypack Steel Columns	13.00	EACH	\$90.77	\$1,180.01
C-7	Encase Steel Columns	13.00	EACH	\$443.17	\$5,761.21
C-8	Retaining Wall (4' Height)(ADOT SD 7.01)	52.00	LF	\$0.00	\$0.00
C-9	Bike Rack Slab	2.00	EACH	\$581.49	\$1,162.98
C-10	CIP Integral Color Building Walls (Main Building) (Bushhammered)	155.00	LF	\$631.64	\$97,904.20
C-11	CIP Integral Color Building Walls (Equestrian Building) (Bushhammered)	67.00	LF	\$652.97	\$43,748.99
C-12	Pads For Trach/Recycle Bins	10.00	EACH	\$581.49	\$5,814.90
C-13	Mock Ups	1.00	LS	\$12,877.03	\$12,877.03
Total Price for above Concrete Items:					\$279,474.97
Masonry					
M-1	Masonry Walls	70.00	LF	\$340.94	\$23,865.80



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ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.07 Granite Mtn TH (Building)(GMP)	Bid Number:	
Project Location:		Bid Date:	

Total Price for above Masonry Items: \$23,865.80

Structural Steel

ST-1	Structural Steel (Equestrian Building)	1.00 LS	\$36,149.67	\$36,149.67
ST-2	Structural Steel (Main/Storage Building)(Including Canopies)	1.00 LS	\$230,188.35	\$230,188.35
ST-3	Structural Steel (Host Site Canopies)	2.00 EACH	\$48,925.26	\$97,850.52
ST-4	Bike Rack	2.00 SET	\$316.44	\$632.88
ST-5	Bike Rail	2.00 EACH	\$316.44	\$632.88
ST-6	Pet Station	1.00 EACH	\$131.85	\$131.85
ST-7	Trash/Recycle Containers	10.00 EACH	\$1,898.62	\$18,986.20
ST-8	Map/Pamphlet Display	1.00 EACH	\$421.91	\$421.91
ST-9	Horse Hitching Rail	1.00 EACH	\$342.81	\$342.81
ST-10	Mock Ups	1.00 LS	\$2,636.97	\$2,636.97

Total Price for above Structural Steel Items: \$387,974.04
\$290,123.52

Floor Treatment

FF-1	1/4" Ground, Polished Concrete	338.00 SF	\$15.98	\$5,401.24
FF-2	Sealed Concrete	538.00 SF	\$1.48	\$796.24
FF-3	Mock Ups	1.00 LS	\$500.00	\$500.00

Total Price for above Floor Treatment Items: \$6,697.48

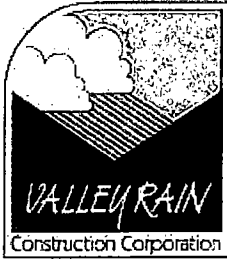
Amenities

AM-3	Quartz Counter	2.00 EACH	\$1,425.00	\$2,850.00
AM-6	FRP/Trim At Mop Sink	1.00 LS	\$3,200.00	\$3,200.00
AM-8	AED Cabinet	1.00 EACH	\$300.00	\$300.00
AM-11	Fire Extinguisher	1.00 EACH	\$60.00	\$60.00
AM-12	Restroom Graphic (Water Jet Cut)	2.00 EACH	\$85.00	\$170.00
AM-13	Room Name Signs	6.00 EACH	\$50.00	\$300.00
AM-14	Restroom Amenities Lump Sum (See Beach Products Quotation, Pg 24)	1.00 LS	\$9,338.33	\$9,338.33

Total Price for above Amenities Items: \$16,218.33

Sandblasting

SB-1	Sandblast Interior CIP Wall Finish (Medium To Heavy Finish)	1,873.00 SF	\$3.00	\$5,619.00
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To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.07 Granite Mtn TH (Building)(GMP)	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
SB-2	Mock Up Section	1.00	LS	\$400.00	\$400.00
SB-3	Sandblast Seatwalls	1.00	LS	\$1,332.00	\$1,332.00
Total Price for above Sandblasting Items:					\$7,351.00

Wall Treatment

WL-1	Wall - Sealed Masonry	1,494.00	SF	\$0.70	\$1,045.80
WL-2	Wall - Seal CIP Wall	2,294.00	SF	\$0.70	\$1,605.80
WL-3	Paint Doors	7.00	EACH	\$14.29	\$100.03
WL-4	Mock Ups	1.00	LS	\$1,248.40	\$1,248.40
Total Price for above Wall Treatment Items:					\$4,000.03

Doors

D-1	Door & Frame At Equestrian (Painted)	2.00	EACH	\$2,798.57	\$5,597.14
D-2	Door & Frame At Main Structure (Painted)	2.00	EACH	\$2,798.57	\$5,597.14
D-3	Door & Frame At Main Structure (Rusted/Painted)(3'8")	1.00	EACH	\$2,798.57	\$2,798.57
D-4	Door & Frame At Main Structure (Rusted/Painted)(3'0")	2.00	EACH	\$2,798.57	\$5,597.14
Total Price for above Doors Items:					\$19,589.99

Termite Treatment

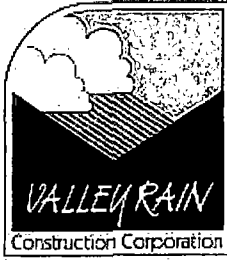
T-1	Building Termite Treatment	1.00	LS	\$1,634.00	\$1,634.00
Total Price for above Termite Treatment Items:					\$1,634.00

Joint Sealant

JS-1	Joint Filler	522.00	LF	\$2.00	\$1,044.00
Total Price for above Joint Sealant Items:					\$1,044.00

E2 Design/Installation

SS-1	8'x10' Brochure Rack	1.00	EACH	\$10,927.73	\$10,927.73
SS-2	Map Sign And Box	1.00	EACH	\$3,289.94	\$3,289.94
SS-3	Dog Safety Stand	1.00	EACH	\$1,743.79	\$1,743.79
SS-4	Hanging Restroom Signs	1.00	EACH	\$523.14	\$523.14
SS-5	Panorama Sign With Stand	1.00	EACH	\$6,742.64	\$6,742.64
SS-6	Photo & Interpretive Sign With Stand	1.00	EACH	\$6,742.64	\$6,742.64
SS-7	Rules And Regulations Sign	1.00	EACH	\$1,278.78	\$1,278.78
SS-8	Volunteer Mobile Cart	1.00	EACH	\$3,255.07	\$3,255.07



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To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.07 Granite Mtn TH (Building)(GMP)	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
SS-9	Directional Signs	1.00	EACH	\$406.88	\$406.88
SS-10	No Overnight Parking Signs	1.00	EACH	\$406.88	\$406.88
SS-11	Pedestrian Trail Crossing Signs	1.00	EACH	\$406.88	\$406.88
SS-12	Trail Directional Sign 6"x6"	1.00	EACH	\$14.18	\$14.18
SS-13	Trail Directional Sign 9"x12"	1.00	EACH	\$25.98	\$25.98

Total Price for above E2 Design/Installation Items: \$35,764.53

Allowances

ALLOW-1	Water Storage Tanks (5,000 Gal) & Piping	2.00	EACH	\$16,750.00	\$33,500.00
ALLOW-2	Steel Escalation(30% Anticipated On Materials)	1.00	EACH	\$70,000.00	\$70,000.00

Total Price for above Allowances Items: \$103,500.00

\$70,000.00

General Conditions & Fees

G1	General Conditions	1.00	LS	\$3,121.83	\$3,121.83
G2	Insurance (0.82%)			\$7,590.78	
G3	Bond(1.0%)			\$9,164.48	
G4	Construction Fee			\$84,821.45	
G5	Sales Tax			\$53,084.79	
		1.00	LS	\$3,121.83	\$3,121.83
		1.00	LS	\$8,667.86	\$8,667.86
		1.00	LS	\$10,464.85	\$10,464.85
		1.00	LS	\$96,856.96	\$96,856.96
		1.00	LS	\$60,617.12	\$60,617.12

Total Price for above General Conditions & Fees Items: \$179,728.62

Total Bid Price: \$1,233,662.55

\$1,080,366.75

Notes:

- This project has been procured under ARS Title 34 and is not subject to potential MRRA treatment. All TPT (Sales Taxes) are treated in this bid/contract as Prime Contracting."
- Unless provided as a separate pay item or Allowance, costs of testing are excluded from this Estimate and Proposal.

ALLOWANCE SCHEDULE

1. ALLOW 1 Water Storage Tanks	\$33,500.00
2. ALLOW-2 Steel Escalatioin (30% Anticipated on Material)	\$70,000.00

ALLOWANCES TOTAL ~~\$103,500.00~~

PROJECT CONTINGENCY SCHEDULE

Con-1 Project Contingency(In Site Package)	\$0.00
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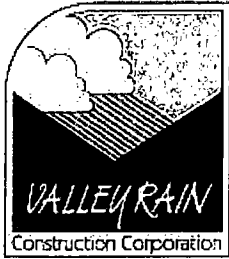
CONTINGENCY TOTAL \$0.00



Valley Rain Construction Corporation
1614 East Curry Road
Tempe, Arizona 85281
Ph. 480.894.2835 fax. 480.966.1450
www.valleyrain.com

Granite Mountain Trailhead (Building)
Breakdown of General Conditions
6/12/2018

JOC				
	Quantity	Unit	Rate	Amount
Indirect Items				\$ -
Construction Water	200	MGAL	4.50	\$900.00
Eco Pan	2	EA	375.00	\$750.00
Punch List	1	LS	500.00	\$500.00
Small Tools	1	LS	210.31	\$210.31
Final Clean	1	LS	761.52	\$761.52
Contract Administration:(Included in Site Prep)				
Construction Principle	-	HR	125.00	\$0.00
Project Manager	-	HR	74.14	\$0.00
Vice President	-	HR	111.00	\$0.00
Chief Estimator	-	HR	76.88	\$0.00
Administrative	-	HR	24.86	\$0.00
Cost Accountant	-	HR	34.97	\$0.00
General Superintendent	-	HR	75.80	\$0.00
			Total Project	\$ 3,121.83 Lump Sum



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ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.07 Granite Mtn TH (Grading)	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Grading					
GR-1	Backfill Footings/Grade For Flatwork	1.00	LS	\$1,995.73	\$1,995.73
GR-2	Place Aggregate Base At Slabs	3,400.00	SF	\$3.20	\$10,880.00
GR-3	Misc Backfill - Finish Grade Site	1.00	LS	\$1,395.03	\$1,395.03
GR-4	Load & Haul Trades Spoils(Centrally Located)	400.00	CY	\$29.89	\$11,956.00
Total Price for above Grading Items:					\$26,226.76

Total Bid Price: \$26,226.76

Notes:

- This project has been procured under ARS Title 34 and is not subject to potential MRRRA treatment. All TPT (Sales Taxes) are treated in this bid/contract as Prime Contracting."
- Unless provided as a separate pay item or Allowance, costs of testing are excluded from this Estimate and Proposal.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
---	---

10 S. ROOSEVELT AVE. CHANDLER, AZ. 85226 PHONE: (480) 784-6800 FAX: (480) 784-6860



Date: **5/23/2018** Reference: **Granite Building Electrical Proposal**

Transmitted to: **Tony Viola**

From: **Pete Trowbridge**

Email: **tony@valleyrain.com**

Direct: 480-374-4120 Email: pete@hawkeyelectric.com

Company: **Valley Rain Construction Corporation**

Office No. 480-894-2835

Cell: **602-505-8218**

WE PROPOSE TO FURNISH AND INSTALL ALL LABOR AND MATERIAL REQUIRED FOR A COMPLETE ELECTRICAL INSTALLATION IN ACCORDANCE WITH:

X Plans and Specifications

X Listed Clarifications

**WE QUOTE ELECTRICAL / 16000
ELECTRICAL PLANS/SPECS**

X Local Codes

X Comments Below

BASE BID PROPOSED AMOUNT

\$94,650

Alternates:

1.		\$
2.		\$
3.		\$

1. THIS PROPOSAL IS FIRM FOR 30 DAYS

2. INSTALLATION IS GUARANTEED FOR ONE YEAR

HAWKEYE AUTHORIZED SIGNATURE

OWNER APPROVAL SIGNATURE

SPECIFIC INCLUSIONS:

Trenching & Backfill
Dust Control for Hawkeye Operations
Pricing based on design shown in E0.1, E2.1, E3.1, & ES1.0 dated 5/1/18
"Building GMP Package" drawings

Add for Conduit and Conductors

\$20,000.00

~~Add for Bond~~~~\$1893.00~~

SPECIFIC EXCLUSIONS:

Export of Spoils
Traffic control
Materials testing
Utility company fees
Transformer pads
Primary and secondary conduit (in site numbers)

Hawkeye Total - \$116,543.00

Item Description	INCLUDED	EXCLUDED
Permits		XXX
Sales Tax		XXX
Bond		XXX
Trenching	XXX	
Job Storage		XXX
Job Office		XXX
Overtime		XXX
Demolition		XXX
Dumpster For Demo		XXX
Primary Service		XXX
Secondary Service		XXX
Temporary Power		XXX
Telco Service		XXX
Landscape Repairs		XXX
Concrete Pole Bases		XXX
Special Tools/Lifts	XXX	

Item Description	INCLUDED	EXCLUDED
Switchgear	XXX	
Site Lighting		XXX
Power Poles		XXX
Light Fixtures	XXX	
Duct Detectors		XXX
Light Pole Survey		XXX
Generator and ATS		XXX
Lighting Controls	XXX	
Concrete XFMR Pads		XXX
Conc Encasement		XXX
AC Unit Connections		XXX
WP GFI Receptacles	XXX	
Fire Alarm J-boxes		XXX
FA Drawings		XXX
Asphalt/Conc Patch		XXX

[illegible]

Kimbrell Electric, Inc.

7593 North 73rd Drive
Glendale, AZ 85303
(602) 265-2111 Fax: (623) 931-9963

PROPOSAL

May 22, 2018

To: Valley Rain
Address: 1614 E Curry Road
Tempe, AZ 85281
Ph: 480-200-3907
Email: jrees@valleyrain.com
Attn:

Job Name/Location:

Granite Mountain Bldgs

We hereby submit specifications and estimates for: Electrical, per the following Plan(s) and Sheet(s) Numbers;

Engineer: _____ Sheet(s) No.: _____ Plan Date: _____

Scope:

Please see attached bid schedule.

Sales tax Value added to total

\$0.00

Upon your Acceptance, All Terms and Conditions as Outlined in this Proposal, become a Part Of or an Attachment To the Contract.

Please Note Our Exclusions, below.

Exclusions: Unless Otherwise Noted Above

Taxes, Bond, Permits, Atypical Insurance, Testing, Engineering Fees, Utility Charges, Painting, Saw Cutting, Allowance, Striping, Concrete & Asphalt Repair, Landscape Repair, Temporary Power, Patching, Foundation Removal, Survey, Non Electrical Sleeves, Private Utility locating, Hard dig or Rock Excavation, Spoil Removal & Haul Off, Traffic Control, Off Duty Police Officer, & Special Systems Wire, Trench Plates, Trench Protection, Charges for Powerline or De-Energizing Lines, Construction Water, Dust Control, Track Out, Staging Yard, Signage, Weekend or Overtime.

All Material Secured on site to be paid with Progress Payments.

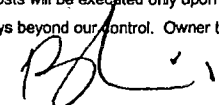
We hereby propose to furnish material and labor - complete in accordance with the above specifications for the sum of: **\$0.00**

Note: This proposal is based on prices quoted for concrete, electrical conduit, wiring and other electrical products as of the date of this proposal. Due to rapidly rising prices in concrete, steel and copper, this proposal is subject to increase if products increase prior to the execution of a written agreement, by the amount of increases quoted by our intended suppliers and/or subcontractors.

(We will provide proof of any increase, upon request)

All material is guaranteed to be as specified. All work to be completed in a professional 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. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Ins.

Authorized Signature



Brian Kimbrell

Note: This proposal may be withdrawn by Kimbrell Electric, Inc., if not accepted within 15 days.

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

Signature

Date

"The Bitterness of Poor Quality, Lingers Long After the Sweet Low Price is Forgotten"



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www.valleyrain.com

ROC: A-084744; B-01-085076

Request For Quote

Submitted To:	Kimbrell Electric, Inc.	Contact:	Monique Montoya
Address:	7593 North 73rd Drive Glendale, AZ 85303	Phone:	602-265-2111
		Fax:	623-931-9963
Project Name:	2018.05.07 Granite Mtn TH (Building)(GMP)	Bid Number:	
Project Location:		Bid Date:	
Estimator:			
Attachments:	spare parts .pdf		

Electrical

Line#	Item #	Description	Quantity	UM	Unit Price	Total Price
	E-1	Building Electrical	1.00	LS	\$132,437.00	\$132,437.00

*Note: Includes scope as shown on sheet ES1.0; trench, conduit, pull boxes, and conductors

General Notes:

- Project location is 31402 N. 136th Street, Scottsdale, AZ 85262

- **This is the Building Package for this site**

This RFP (Granite Mtn TH) is one part of a two part CMAR awarded to Valley Rain Construction. Both projects will be running simultaneously. Any multiple awards must have man power to run scopes at each project concurrently. You may find the other project documents (Frasefield TH) Below:

<https://valleyrain.box.com/s/kqhrq7ezgaf7auo4mlr8voga86wzrpoa>

- All proposals are due to Valley Rain for this site package by May 18th, 2018, 3 P.M.

Water access is five miles away from the project.

- Contractor is NOT providing construction water at site. Valley Rain will provide meter only at hydrant, all water for construction use is to be trucked in by subcontractors from point of connection 5 miles from the project.

- Quantities shown on bid schedule are provided for informational purposes only. The bidder is responsible for verifying quantities used. Proposals are considered LUMP SUM. Unit costs will be used as needed for any changes to contract.

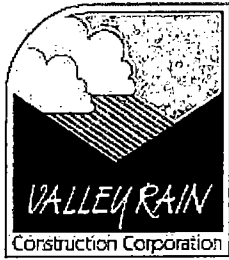
- Project has a NTP in July, 2018 with a 9 month duration expected.

"Please see link to plans for Granite Mountain TH below:

<https://valleyrain.box.com/s/vmvd44s0s4ifv3rvfs5x7wzxfvj6eg3>

- These project documents are not 100%. If you find discrepancies or issues, please contact Valley Rain for clarifications. Be sure to list all assumptions on your proposal.

- Please note that this project will have access for the public to the trail. A phasing plan can be found in the folder. Plan all mobilizations and production accordingly.



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Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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C-2	Concrete Bench (112/S3.1)	58.00	LF	\$269.99	\$15,659.42
C-3	Building Footings (Main,Equestrian,Host)	1.00	LS	\$32,275.83	\$32,275.83
C-4	5" Concrete Flatwork (Main Building Area)	2,938.00	SF	\$9.74	\$28,616.12
C-5	5" Concrete Flatwork (Equestrian)	462.00	SF	\$10.70	\$4,943.40
C-6	Drypack Steel Columns	13.00	EACH	\$90.77	\$1,180.01
C-7	Encase Steel Columns (Dtl 110/S3.1)	13.00	EACH	\$443.17	\$5,761.21
C-8	Retaining Wall (4' Height)(ADOT SD 7.01)(DELETED)	52.00	LF	\$0.00	\$0.00
C-9	Bike Rack Slab	2.00	EACH	\$581.49	\$1,162.98
C-10	CIP Integral Color Building Walls (Main Building) (Bushhammered)	155.00	LF	\$631.64	\$97,904.20
C-11	CIP Integral Color Building Walls (Equestrian Building) (Bushhammered)	67.00	LF	\$652.97	\$43,748.99
C-12	Pads For Trach/Recycle Bins	10.00	EACH	\$581.49	\$5,814.90
C-13	Mock Ups	1.00	LS	\$12,877.03	\$12,877.03
C-14	Added Turndown At Host Site	336.00	LF	\$6.82	\$2,291.52

Total Price for above Concrete Items: \$281,766.49

Total Bid Price: \$281,766.49

Notes:

- This project has been procured under ARS Title 34 and is not subject to potential MRRRA treatment. All TPT (Sales Taxes) are treated in this bid/contract as Prime Contracting."
- Unless provided as a separate pay item or Allowance, costs of testing are excluded from this Estimate and Proposal.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Valley Rain Construction Corporation Authorized Signature: _____ Estimator: _____
---	---



Proposal

Description: Granite Mountain TH Building
Date: 5/21/2018
Job Code: 13321
Wage Rate: Standard

		Proposal				
Line No.	Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
		Subtotal Description				
1	1	Main Structure Foundation and CIP Walls	1.00	EA	\$134,098.96	\$134,098.96
2	2	Equestrian Structure with CIP walls	1.00	EA	\$107,336.10	\$107,336.10
3	3	Site Host Foundation	2.00	EA	\$20,086.62	\$40,173.24
4	4	Trash/Rycle Slabs	10.00	EA	\$847.13	\$8,471.30
5	5	Bike Rack Slab	2.00	EA	\$847.12	\$1,694.24
					Subtotal:	\$291,773.84

GRAND TOTAL: \$291,773.84

Proposal Certification

Notes:

All work to be as specified. All grade to be received per CPC Construction's directions, compacted and moisture conditioned. Price includes one mobilization. Additional mobilizations will be billed at \$1,500.00 each. Final billing will be based on field measurements. CPC reserves the right to bill for additional work performed not included on this proposal.

Bond Rate: 3%

Inclusions:

Labor
Equipment
Materials
Per Plans 05-01-18

Exclusions:

Bushhammering of any wall, surface or slab
Any Item Not Specifically Included on this Proposal
Catch Basins
Extruded Curb
Fence and Gate Footings
Removals
Compaction/Moisture Testing
Landscape Utility Repairs
Excavation/Backfill
Prevailing Wages
Saw Cutting
Joint Sealing



Proposal						
Line No.	Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
		Subtotal Description				
		Loose Rip Rap				
		Irrigation Sleeves, Electrical Sleeves				
		Anchor Bolts, Embeds, Weld Plates				
		Unforeseen Conditions				
		All Sales Taxes				
		Bond Permits, Fees				
		Survey, Staking, Testing, Sampling				
		Dust Control				
		Hard Dig				
		Waterproofing				
		Spoil Hauloff				
		Overtime, Holiday Work, Night Work, Weekend work				
		Repair of Concrete Damaged by Others				
		Concrete Washout Pan/Pit				
		Safety Railing				
		Trash Racks				
		Subgrade Preparation				
		Unforeseen Condition				

All material is guaranteed to be as specified. All work to be completed in a workman like 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 change over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Proposal is based on package pricing and can't be separated with out prior consent from CPC Construction. Upon acceptance of this proposal the General Contractor must incorporate this proposal and its entirety into the Subcontract Agreement in order for CPC Construction to perform the work specified.

CPC Construction LLC must be notified of the construction start date for the scope of work specified in this proposal (3) weeks prior to start date. CPC can not guarantee a work force on-site if not notified in a timely manner.

This proposal is good for 30 Calendar Days.

Submitted By: Sal Alcantar

5239 E Libby St.
Scottsdale, AZ 85254

Date	Estimate #
5/22/2018	1591

ROC. 183454

Magsam
Masonry, Inc.

602-787-0763
Phoenix, Arizona

[illegible]

Total	\$25,166.00
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MBE / DBE / SBE Certified
City of Phoenix, Tucson, ADOT



Licensed Bonded Insured
ROC 228921

8650 N 35th Ave Suite 114
Phoenix, Arizona 85051
Phone: 602-723-3675
Fax: 602-441-3252
Lazavila@altavistamasonry.com

PROPOSAL

Job Name:	Granite Mountain Trailhead Fraesfield Trailheads	Submitted to:	Valley Rain
Address:	31402 N 136th St. Scottsdale, AZ	Attn:	Jeff Reese/Byron Burkholder
Architect:	Smith Group JJR	Bid Date:	5/22/2018
Date of Plans:	5/1/2018	Addenda:	1

Prices are held for 30 days for the performance of MASONRY, subject to the acceptability of the Subcontract terms & conditions & will be incorporated into the subcontract as an attachment.

Base Bid Price: \$ **26,572.00**

Inc.	Exc.	Place		Inc.	Exc.	Place	
X		X	Medium weight cmu per specs	X		X	Grout in masonry walls only
X		X	Normal weight cmu per specs	X		X	Rebar for masonry walls only
X		X	Special order cmu	X		X	Horizontal wire reinforcement
X		X	Integral color cmu	X		X	Control Joint
X		X	Dry block/Integral water repellant		X		Sprayed-in/Loose-fill insulation
	X		Pre-cast/cast stone		X		Steel Imbeds/straps
	X		Integral colored pre-cast/cast stone			X	Setting of Imbeds/Straps
	X		4" brick veneer		X		Anchor Bolts
	X		Thin brick veneer			X	Setting of Anchor bolts
	X		Glass block per plans/specs		X		Steel lintels
	X		Natural stone veneer per plan/spec			X	Setting of steel lintels
	X		Cultured stone veneer per plan/spec		X		Reglet/counter flashing
	X		Felt & installation			X	Setting of reglet/counter flashing
	X		Lathe & installation			X	Set hollow metal door frames
	X		Brown coat/scratch coat		X		Set frames after walls are built
	X		Finish stucco	X		X	Shoring for masonry lintels
	X		EIFS/Synthetic stucco		X		Wall bracing/Wall bracing engineering
	X		Footings		X		Setting of Steel Lintels in excess of 200 lbs
	X		Site Work		X		Dead man for wall bracing
	X		Rebar anchored to footings		X		Flashing
	X		Drill & epoxy		X		Caulking/Compressible filler
	X		Dry-packing for masonry imbeds		X		Paint/stain/anti-graffiti/waterproofing
	X		Concrete stems		X		Layout for other trades
	X		Concrete slabs		X		Engineering/Surveying of corners
	X		Dust control of Jobsite		X		Bond/sales tax/permit fees
	X		Masonry Shop Drawings		X		Temporary fencing/restrooms
	X		Testing & Inspections costs		X		Efflorescence removal after initial cleaning
	X		Hot/cold weather protection		X		Trash debris removed from premises
X		X	Trash debris placed in g.c. supplied dumpster		X		Residential Davis Bacon Wages
	X		Demolition		X		Indian Preference
	X		Highway Davis Bacon Wages (Cement Mason)		X		Commercial Davis Bacon Wages

Additional Conditions: Potable water must be available from time of commencement with hose attachment within 200' from building
We will install the following items supplied by others not exceeding 200 lbs: Steel lintels, anchor bolts imbeds, weld plates, reglet. Wall penetrations (only if layed out by other trades during construction)

MBE / DBE / SBE Certified

City of Phoenix, Tucson, ADOT



Licensed Bonded Insured

ROC 228921

8650 N 35th Ave

Suite 114

Phoenix, Arizona 85051

Phone: 602-723-3675

Fax: 602-441-3252

Lazavila@altavistamasonry.com

Revised

Page 2 of

2

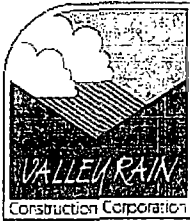
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Proposal from Alta Vista Masonry LLC For: Masonry	Addenda # 1	Date: 5/22/2018
MASONRY WORK: Limited to page (1) inclusions, exclusions and items specifically called out below built per plans & specs		
Granite Mountain Trailhead Main Bldg. & Equestrian Structure CMU walls & stems per plans		\$26,572.00
We PROPOSE hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of: As quoted above		\$26,572.00
ALTERNATES:		
Granite Mountain Trailhead Main Bldg. & Equestrian Structure CMU walls & stems per plans	ADD:	\$76,643.00
IF FOOTING ALTERNATES ARE ACCEPTED PLEASE ADD THE FOLLOWING EXCLUSIONS:		
HARD DIG, REMOVAL OF DIRT SPOILS, COMPACTION, BACKFILL, DUST CONTROL, ENGINEERING, SURVEY POINTS, IRRIGATION, LANDSCAPE, UTILITIES AND TRAFFIC CONTROL.		
		N/A
We PROPOSE hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of:		
Payment to be made as follows: 35% for Materials upon acceptance the rest on 30 day progress payments		
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra cost 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. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.		Authorized Signature Lasaro Avila

Add for Water support - \$500.00

Alta Vista Total - \$27,081.00

Attn: Jeff



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

Request For Quote

Submitted To: Caliente Ironworks	Contact: Mark Coffey
Address: PO BOX 899 Carefree, AZ 85377	Phone: (623) 465-5389 Fax: (632) 465-5389
Project Name: 2018.05.07 Granite Mtn TH (Building)(GMP)	Bid Number:
Project Location:	Bid Date:
Estimator:	
Attachments: spare parts .pdf	

Steel

Line#	Item #	Description	Quantity	UM	Unit Price	Total Price
	ST-1	Structural Steel (Equestrian Building)	1.00	LS	34,272. ⁰⁰ / ₁	34,272. ⁰⁰ / ₁
	ST-2	Structural Steel (Main/Storage Building)(Including Canopies)	1.00	LS	218,232. ⁰⁰ / ₁	218,232. ⁰⁰ / ₁
	ST-3	Structural Steel (Host Site Canopies)	2.00	EACH	46,384. ⁰⁰ / ₁	92,768. ⁰⁰ / ₁
	ST-4	Bike Rack F.O.B.	2.00	SET	300. ⁰⁰ / ₁	600. ⁰⁰ / ₁
	ST-5	Bike Rail F.O.B.	2.00	EACH	300. ⁰⁰ / ₁	600. ⁰⁰ / ₁
	ST-6	Pet Station F.O.B.	1.00	EACH	125. ⁰⁰ / ₁	125. ⁰⁰ / ₁
	ST-7	Trash/Recycle Containers	10.00	EACH	1800. ⁰⁰ / ₁	18,000. ⁰⁰ / ₁
	ST-8	Map/Pamphlet Display	1.00	EACH	400. ⁰⁰ / ₁	400. ⁰⁰ / ₁
	ST-9	Horse Hitching Rail F.O.B.	1.00	EACH	325. ⁰⁰ / ₁	325. ⁰⁰ / ₁
	ST-10	Mock Ups (NOT SURE ON THIS)	1.00	LS	2500. ⁰⁰ / ₁	2500. ⁰⁰ / ₁

Notes: • Please include all rusting of steel per 051213 - 4 (Section 2.5). Protection of finished surfaces is to be included in your price.

General Notes:

- Project location is 31402 N. 136th Street, Scottsdale, AZ 85262

- ****This is the Building Package for this site****

- This RFP (Granite Mtn TH) is one part of a two part CMAR awarded to Valley Rain Construction. Both projects will be running simultaneously. Any multiple awards must have man power to run scopes at each project concurrently. You may find the other project documents (Frasfield TH) Below:

<https://valleyrain.box.com/s/kqhrq7ezqaf7auo4mlr8yoga86wzrpoa>

- All proposals are due to Valley Rain for this site package by May 18th, 2018, 3 P.M.

- **Water access is five miles away from the project.**

Contractor is NOT providing construction water at site. Valley Rain will provide meter only at hydrant, all water for construction use is to be trucked in by subcontractors from point of connection 5 miles from the project.

- Quantities shown on bid schedule are provided for informational purposes only. The bidder is responsible for verifying quantities used. Proposals are considered LUMP SUM. Unit costs will be used as needed for any changes to contract.
- Project has a NTP in July, 2018 with a 9 month duration expected.

"Please see link to plans for Granite Mountain TH below:

<https://valleyrain.box.com/s/vmvd44s0s4ifv3rvfs5x7wzxfvi6eg3>"

- These project documents are not 100%. If you find discrepancies or issues, please contact Valley Rain for clarifications. Be

5/9/2018 2:16:32 PM

Notes: **Cor 10 deck, all other S.S. is "AESS" NOT COR 10.**

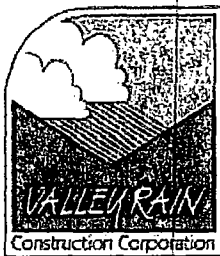
NO EXCAVATION, CONC., ELEC., PAINT IS QUOTED.

NO PRE-HUNG DOORS, NO PRE-FAB PARTITIONS.

STEEL PRICES IN THIS QUOTE ARE NOT GUARANTEED FOR 30 DAYS A CONTINGENCY MAY BE REQUIRED DUE TO VOLATILITY OF STEEL PRICES.

****Update: Quote only good until June 4th 2018, per Mark**

Mark

**VALLEY RAIN CONSTRUCTION CORP.**

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

Request For Quote

Submitted To:	Cave's Canopies And Steel, Inc.	Contact:	Stacey
Address:	3621 S Meridian Rd Apache Junction, AZ 85120	Phone:	480-982-0890
Project Name:	2018.05.07 Granite Mtn TH (Building)(GMP)	Fax:	480-982-1083
Project Location:		Bid Number:	
Estimator:		Bid Date:	
Attachments:	spare parts .pdf		

Steel

Line#	Item #	Description	Quantity	UM	Unit Price	Total Price
	ST-1	Structural Steel (Equestrian Building)	1.00	LS	2,500	2,500
	ST-2	Structural Steel (Main/Storage Building)(Including Canopies)	1.00	LS	282,500	282,500
	ST-3	Structural Steel (Host Site Canopies)	2.00	EACH	57,600	115,200
	ST-4	Bike Rack	2.00	SET	400	800
	ST-5	Bike Rail	2.00	EACH	400	800
	ST-6	Pet Station	1.00	EACH	600	600
	ST-7	Trash/Recycle Containers	10.00	EACH	850	8,500
	ST-8	Map/Pamphlet Display	1.00	EACH	1,800	1,800
	ST-9	Horse Hitching Rail	1.00	EACH	500	500
	ST-10	Mock Ups	1.00	LS	10,000	10,000

* **Notes:** • Please include all rusting of steel per 051213 - 4 (Section 2.5). Protection of finished surfaces is to be included in your price.

General Notes:

- Project location is 31402 N. 136th Street, Scottsdale, AZ 85262
- **This is the Building Package for this site***
- This RFP (Granite Mtn TH) is one part of a two part CMAR awarded to Valley Rain Construction. Both projects will be running simultaneously. Any multiple awards must have man power to run scopes at each project concurrently. You may find the other project documents (Frasefield TH) Below:

<https://valleyrain.box.com/s/kghrq7ezgaf7auo4mlr8voga86wzrpoa>

- All proposals are due to Valley Rain for this site package by May 18th, 2018, 3 P.M.

- **Water access is five miles away from the project.**

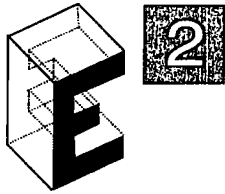
Contractor is NOT providing construction water at site. Valley Rain will provide meter only at hydrant, all water for construction use is to be trucked in by subcontractors from point of connection 5 miles from the project.

- Quantities shown on bid schedule are provided for informational purposes only. The bidder is responsible for verifying quantities used. Proposals are considered LUMP SUM. Unit costs will be used as needed for any changes to contract.
- Project has a NTP in July, 2018 with a 9 month duration expected.

• "Please see link to plans for Granite Mountain TH below:

<https://valleyrain.box.com/s/vmvd44s0s4lfv3rvfs5x7wzxfvj6eg3>"

- These project documents are not 100%. If you find discrepancies or issues, please contact Valley Rain for clarifications. Be



E² INNOVATIONS, INC.

4001 North 28TH Avenue - Phoenix, Arizona 85017

Phone: (602) 212-9515 - Fax: (602) 212-9512

e-mail e2i@e2innovations.com , Web: www.e2innovations.com

May 18, 2018

Jeff Rees
Estimating
Valley Rain Construction
1614 E. Curry Road
Tempe AZ 85281

Quote #A7508

Dear Jeff:

We are pleased to present you with the following quotation for the Granite Mnt Trailhead in accordance with the RFQ you emailed on 5-9-18. The quote includes shop drawings, materials, fabrication and installation for the items noted. The quote does not include any finish or installation for the items that do not list installation.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price/pc</u>	<u>Amount</u>
1	Bike Racks (5 Hoops/Rack) – As Described Above	2	\$865.00	\$1,730.00
2	Bike Rail – As Described Above	2	\$300.00	\$600.00
	Installation	2	\$175.00	\$350.00
3	Pet Station – As Described Above	1	\$275.00	\$275.00
	Installation	1	\$150.00	\$150.00
4	Trash Can (DNI – Finish or Conc. Base)	10	\$900.00	\$9,000.00
	Installation	10	\$150.00	\$1,500.00
5	Map Stand – As Described Above	1	\$1,300.00	\$1,300.00
	Installation	1	\$250.00	\$250.00
6	Horse Hitching Rail – As Described Above	1	\$420.00	\$420.00
	Installation	1	\$175.00	\$175.00

Prices do not include applicable sales tax. Order confirmation given upon acceptance and return of signed quotation or receipt of a purchase order. Delivery time will be scheduled upon order confirmation. Full payment is due on delivery. Arizona Tax Exemption Certificate 5000 must be on file prior to your order's being invoiced. If invoice is processed with tax a refund will not be issued. The customer is responsible to pay all applicable sales tax on the order. Prices quoted are valid for 30 days.

We look forward to working with you and servicing your metal fabrication needs. If you have any questions, please don't hesitate to contact me at 602-212-9515.

Sincerely,

Eric S. Bolze, P.E.

Accepted

Date

SCHROEDER'S CUSTOM COATINGS, INC.

12035 North 74th Place | Scottsdale, AZ 85260

Phone: 480-483-1662 | Fax: 480-951-5841

License Number | ROC 177535

E-mail: SchroedersCoatings@msn.com

Website: www.schroederscustomcoating.com

Proposal/Contract

This Contract has been prepared for:	Valley Rain Construction Corporation Attention: Tony Viola, Sami Dannaoui, Byron
Billing Address:	1614 East Curry Road Tempe, AZ 85281
Phone:	480-894-2835 #304
Fax:	480-966-1450
Cell:	
E-Mail:	Tony@valleyrain.com Byron@valleyrain.com Sdannaoui@valleyrain.com
Project Name:	Granite Mountain trailhead flooring
Project Address:	13400 East Rio Verde Drive, Scottsdale, AZ 85262

SCOPE OF WORK: Trailhead buildings floor polish and sealer work

Schroeder's Custom Coatings, Inc., herein referred to as SCCI, agrees to perform the work described below:

Please Note: This proposal is subject to our standard terms and conditions described below.

Scope of work #1: Restroom floors (2)

SCCI will Diamond grind then polish the concrete floor using the *Diamatic Ultraflor polishing system* in order to provide a level 3 cut (1/4") and an 800 grit gloss: **\$4,500.00**

Generator rental to provide sufficient power to operate diamond grinding / polishing equipment: **\$900.00**

Scope of work #2: Clean and seal floors of one janitor room and one storage room:

SCCI will clean concrete floor and apply one coat each of W.R. Meadows Vocomp #20, and #25 clear acrylic sealer. **\$795.00**

Notes:

1: It is advised to protect the floors in these areas from stains and marks.

2: If the floors need to be scrubbed with water and sufficient water is not available onsite to perform the cleaning work then a water tank trailer will need to be rented. Rental and additional man hours at \$150 per hour. **Add for Mock-Up - \$500.00**

3: If curing agent and / or bondbreaker is applied prior to sealer then it will need to be removed. **New Schroeder Total - \$6,695.00**

Curing agent removal will add \$1.00 per square foot to the job additional to the base price.

4: Polish work must be performed prior to fixtures and partitions being installed.

Notes:

1: SCCI will pay for all City and State taxes at the point of sale.

2: Substrate will be re-evaluated after initial demo and or initial grind to determine the floors suitability for polishing.

3: Price may increase for unforeseen patching, levelling of uneven concrete surface and / or additional flooring products removal.

4: Level of cut is affected by the flatness of the slab. Higher areas will show larger aggregate exposure and lower areas will show smaller exposure. Aggregate within the slab matrix is an unknown, beyond the control of SCCI, and may vary.

5: Previous flooring products may cause shadow effects in finished polish.

6: Patching of holes and cracks will not match parent flooring.

7: Semi-rigid joint filler may crack if control joints shrink or move. SCCI does not warrant cracking of polyurea material due to shrinking or movement of slab(s)

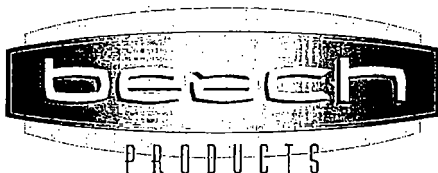
8: Polished concrete does not mask or remove stains and discoloration and may in fact enhance some stains.

9: SCCI does not warrant the performance of the polished concrete surface from staining due to reactive or penetrative liquids. Diligence must be taken in the cleaning and maintenance of a polished surface.

10: **At no time should adhesive tape, or ink markers of any kind be placed upon a polished concrete surface.**

11: **Floor should be protected during construction and after polishing. Equipment such as lifts and pipe threaders should be diapered and used in a way that oils and stains not be in contact with the concrete substrate.**

INITIALS _____



QUOTATION

P.O. Box 14468 Phoenix, AZ 85063
Phone (602) 272-6754 • Fax (602) 272-6797
www.beachproductsonline.com

PROJECT: **Granite Mountain & Fraesfield Trail Heads**
Scottsdale, AZ

DATE: **05/30/2018**
REF NO. **015928.AL**

STANDARD EXCLUSIONS:
Taxes, Bond, Backing, Caulking & Cut-Outs.

ACKNOWLEDGE 0 ADDENDUM

SCOPE OF WORK:

GRANITE MOUNTAIN TRAIL HEAD

TOILET PARTITIONS

HADRIAN

FLOOR MOUNTED OVERHEAD BRACED EMBOSSED STAINLESS STEEL WITH FULL HEIGHT
STAINLESS STEEL HARDWARE.

(4) COMPARTMENTS

(1) URINAL SCREEN

FURNISH & INSTALL **\$6,180.00**
ADD PRIVILEGE TAX **\$355.74**

TOILET ACCESSORIES

BRADLEY

(2) 812001 18 GRAB BAR

(2) 812001 36 GRAB BAR

(2) 812001 42 GRAB BAR

(3) 4781-11 NAPKIN DISPOSAL

(6) 7481 2436 STAINLESS STEEL MIRROR

(4) 6563 WALL MOUNTED SOAP DISPENSER

(1) 9933 MOP & BROOM HOLDER

ATLAS AMERICAN

(4) VPS-OFUX2 TOILET TISSUE HOLDER W/FULL SHROUD

FURNISH & INSTALL **\$2,660.00**
ADD PRIVILEGE TAX **\$142.59**

Plug FRP at mop Sink - \$3,200.00

Plug AED Cabinet - \$300.00

Plug Fire Extinguisher - \$60.00

Plug Restroom Graphic - \$85.00

Plug Room Name Sign - \$50.00

New Total - \$13,368.33

e/m:

Payment to be made as follows: **NET 30 WITH APPROVED CREDIT APPLICATION**

Note: This proposal may be withdrawn by us if not accepted by: **06/29/2018** **andrew@beachaz.com**

Selected Interior Amenities Subcontractor (Countertop ONLY)

2018-095-COS

Exhibit C - Page 168 of 244

From: Tony Viola
To: Byron L. Burkholder; Jeff Rees
Cc: Sami Dannaoui
Subject: FW: Fraesfield & Granite Mountain Trailheads
Date: Thursday, May 31, 2018 5:59:25 PM

Price from Mirage Marble and Granite below

Tony

From: Bujor (BJ) Balog [mailto:info@mirageaz.com]
Sent: Thursday, May 31, 2018 3:07 PM
To: Tony Viola
Subject: Re: Fraesfield & Granite Mountain Trailheads

Hi Tony

Thank you for your inquiry,

Labor for the 2 -8ft top and the one 3ft long will run \$1950 fabricated and installed with a 5inch apron miter edge .

One jumbo quartz slab shall do it, you can check colors at www.aracruzgranite.com

~~Medium Palomine slab will cost \$750~~

High end like Calcatta price per slab \$1150

Feel free to contact with any questions or other information you might need.

Thank you!

Bujor (BJ) Balog

Labor - \$1,950.00
Materials - \$1,150
Deduct for 3ft top - (\$250.00)
Add for Framing - \$800.00
Total Quote - \$3,650.00

President

Mirage Marble&Granite

Phone 480-252-7182

Office 623-606-7610

E-mail mirageaztop@yahoo.com

www.mirageaz.com

Like us on Facebook at:

<https://www.facebook.com/MirageAZ>

Sent from my iPhone

On May 31, 2018, at 9:50 AM, Tony Viola <Tony@valleyrain.com> wrote:

Hi BJ

Attached are the plan sheets and the specs for the 2 projects we have in Scottsdale.
We need pricing ASAP --

1. Price with Average priced material- Please provide a color range
2. Price with High end priced material- Please specify color or material name

Contract award will be written in late June/early July however the install will not take place until December.

Please let me know if you have any questions and my contact info is below.

Thank you
Tony

Byron Burkholder, Chief Estimator
byron@valleyrain.com

<image002.jpg>

1614 E. Curry Road
Tempe, Arizona 85281
480-894-2835 Cell 602-723-
4434 Fax: 480-966-1450
www.valleyrain.com

--(Scanned by Message Lab)---

<Fraesfield Engineered Quartz Counters.pdf>

<Fraesfield Main building Counter cross section.pdf>

<Granite TH Countertops.pdf>

--(Scanned by Message Lab)---



Partitions & Accessories Company, division of L. R. Borelli, Inc.

1220 South Pasadena Mesa, AZ 85210
Phone (480) 969-6606 | Fax (480)-969-0459

License ROC # CR60 110352
www.partitionsco.com Tax ID#07370669

Tuesday, May 29, 2018

Proposal # B-155031

Refer to proposal
number when you call

(Quote is good for 30 days from date of proposal)

TO:	Valley Rain	JOB:	Granite Mountain
ATTN:		LOCATION:	Phoenix
EMAIL:	byron@valleyrain.com	PHONE/FAX:	

NON CREDIT CUSTOMERS: In order to set up your job our payment terms are as follows:

1. If paying by check ---- 100% is due up front.
2. If paying by credit card ---- 50% is due up front and P&A Co. runs the balance of the job the day prior to install. A 3% fee will be added to contracts over \$3,000.00.

BID EQUAL TO FRAESFIELD TRAILHEAD BUILDING PACKAGE

PLEASE VERIFY QTYS

Specification Section – Toilet Partitions

- Provide (4) Accurate Stainless Steel (Satin 4), overhead braced toilet partitions with standard chrome hardware & (1) urinal screens

Specification Section – Toilet Accessories

QTY	No.	Description	Manufacturer Name
3.00	150SX18	GRAB BAR	Gamco
3.00	150SX36	GRAB BAR	Gamco
3.00	150SX42	GRAB BAR	Gamco
5.00	360	Automatic Soap Dispenser	American Specialties Inc.
5.00	40	TPH	American Specialties Inc.
4.00	852	NAPKIN DISPOSAL	American Specialties Inc.
5.00	0620-A2436	CHANNEL FRAME MIRROR	American Specialties Inc.
3.00	AIRBLADE V-SN	HU02 V-Sprayed Nickel	Dyson-B2B, Inc.
1.00	83392-09003	ADA Sign Men	P & A CO
1.00	83392-09005	ADA SIGN Women	P & A CO
1.00	83392-09007	ADA UNISEX SIGN	P & A CO
1.00	1315-4	UTILITY SHELF	American Specialties Inc.

Furnished & Installed: \$8,672.00

***Pricing includes applicable taxes paid by subcontractor for materials on this project.**

NOTE: Full height hinge/bracket systems for toilet partitions require flat and level wall surface for the full height of the hinge/bracket system. Partitions & Accessories Co. will not be responsible for any gaps created by different wall elevations due to a difference in materials. **Exclusions:** Waiver of subrogation, bonds, cutouts, backing, blocking, liquidated damages, tackable wall panels, **hand dryer installation (if applicable)**, installation of owner furnished accessories, demolition, reinstallation of existing partitions & accessories, structural and header support, and drilling or tapping of the steel, sway braces or support systems, pocket doors. **Hand Dryers, material only – installation by others.**

To place the order, please sign and return a copy to us for processing.

Kevin Starnes | Estimator

480-969-6606 Phone | 480-969-0459 Fax

Partitions & Accessories Co.

Kevin@partitionsco.com

Customers without an open account or if material is non-stock may be required to pay 50% down. We require a credit application completed and approved prior to establishing an account. Customers with an open account are required to pay "net 10 days". We herewith submit our estimate for furnishing the material which is to be manufacturer's standard construction unless specifically mentioned. See Manufactures catalog for further information. This quotation is based upon plans available to us as of this date. The price listed herein is subject to revision in the event of "last minute" addenda; bulletins; or amendments received by us after this date. Usage of any part of this proposal constitutes acceptance of the proposal and all associated terms and conditions in their entirety. Quotation is for immediate acceptance within 30 days, subject to change without notice thereafter. All shipments contingent upon strikes, fires, accidents or other delays beyond our control. If quotation is freight allowed, it is based on material delivered to tailgate, consignee's jobsite. Consignee responsible for unloading and storing of materials. Consignee shall inspect material and is solely responsible for shortage or damage if not recorded on freight bill. If there is a shortage or damage consignee is responsible for filing claim with carrier. ALL COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY FEES TO BE PAID BY PURCHASER. LATE CHARGES OF 10% OF THE UNPAID BALANCE WILL ACCRUE MONTHLY. (MINIMUM OF \$50.00 PER MONTH.) Any litigation necessary falls under the jurisdiction of Maricopa County, Arizona.

COMPANY _____

PRINTED NAME/TITLE: _____

ACCEPTED BY: _____

National Countertops and Cabinets
1219 E Broadway Rd. Phoenix, Az. 85040
(602) 257-4147

Commercial and Residential ROC 111213-C30

JOB PROPOSAL

Date: June 4, 2018

Proposal Submitted to: Valley Rain Construction Corp

Mailing Address: 1614 E Curry Rd Tempe, AZ 85281

Contact Name: Sami Dannaoui Phone # (480) 387-7754 cell (480) 894-2835 office

Email: SDannaoui@valleyrain.com

Project Name: Fraesfield & Granite Mountain Trailheads

Project Address: 134th St & Rio Verde Dr

Project Start Date: TBD

Projected Finish Date: TBD

We would like to present the following proposal:

Fraesfield Trailhead: {Refer to pg A.6.0} Men's Vanity 8' \$3500.00 Women's Vanity 8' \$3500.00

Granite Mountain: {Refer to pg A.2.0} Men's Vanity 8' \$3500.00 Women's Vanity 8' \$3500.00

Equestrian {Refer to pg A.2.4} 3' Vanity \$1900.00

**Prices quoted are for entry level granite with choice of four colors. For premium colors, add \$500.00 to each vanity price.

Sub-Total \$TBD

or a Tax Exempt ID Number _____ Must be submitted with FORM 5000A

**National countertops and cabinets will not be responsible for any wall or paint damages during the installation or removal of any of the above. All materials are guaranteed to be as specified and the work above to be performed in accordance with the specifications submitted for the above work and completed in a substantial workmanlike manner.

**** Payments are to be made as follows:**

Down Payment of \$TBD

** If FORM 5000A submitted, taxes will be deducted at time of final payment.

**If other provisions apply, per corporate conditions please inform at the time of acceptance of this contract.

(Warranty items do not constitute withholding of final payment.)

By: *Richard Bagby* Date: June 4, 2018

Acceptance of Proposal

I, the undersigned have read and understand the above instructions, terms and conditions of this agreement. The above price and specifications are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payments will be made as outlined above.

Approved By: _____ Date: _____

**** Please Note that property owners have the right to file a written complaint with the registrar of Contractors in the State of Arizona for any alleged violation of section 32-1154, subsection A. Any complaints must be made within the applicable time period as set forth in section 32-1155, subsection A. The Register of Contractors can be contacted at 602-542-1525 or at their website: www.azroc.gov**

STERLING SODABLASTING

COMMERCIAL ABRASIVE AND NON ABRASIVE BLASTING

PROPOSAL

4-26-2018

Valley Rain Construction corp
1614 E Curry Road
Tempe AZ 85281

Project description: Granite Mountain Trailhead

Project location: 31402 N 136th street Scottsdale AZ

Contact: Byron Burkholder

Contact number: byron@valleyrain.com

OPERATIONS	SQ FT	COST PER	COST
Abrasive blast concrete to achieve artistic contrast			
Perform service as requested by VR not drawing take off			
RR-15 Seatwalls	282	\$ 3.00	\$ 846.00
EQ-11 Seatwalls	162	\$ 3.00	\$ 486.00
SB-1 Interior wall finish, (Restrooms and Equestrian)	1873	\$3.00	\$5619.00
Mock up demonstration			\$ 400.00
Subtotal			\$ 7,351.00
Includes containment and disposal of spent media			
Total			

SERVICES ARE ALL INCLUSIVE- EQUIPMENT, MEDIAS, FUEL, LABOR

ACCEPTED DEMONSTRATION REQUIRED TO COMPLETE AGREEMENT

APPROVAL FOR THIS PROPOSAL ACCEPTED UPON SIGNATURE AND DATE

AGENT _____ DATED _____
C/O _____

FOREVER STRIVING TO ACHIEVE QUALITY SERVICES THROUGH EFFICIENCY

-----THANK YOU FOR THE OPPORTUNITY TO QUOTE -----

ROLAND MAIER LEED-AP BD&C

602-576-2044

ROLANDES@GMAIL.COM

Artistic Sandblasting & Engraving, LLC

2018-095-COS

Exhibit C - Page 173 of 244

Estimate

DATE

5/15/2018

Please Remit To:

PO Box 179

Laveen, AZ 85339-0179

602-237-4600 Fax 602-237-3434

NAME / ADDRESS

Valley Rain Construction Corporation

1614 E Curry Road

Tempe, Arizona 85281

480-894-2835 Fax 480-966-1450

PROJECT

P.O. NO.

TERMS

Net 30

DESCRIPTION

QTY

COST

TOTAL

*Sandblast on customer's Interior walls **1873.00 square feet** There are no detail provided with this request for a quote. As per a phone conversation a 1/16th to a 1/8th inch depth may be needed. No details are given as to protection of surrounding items is given. There is no details as to access to the walls needing to be sandblasted. *This bid may need to be adjusted when all details have been disclosed.**

1 13110.00 13,110.00

Plug for Seatwall - \$6,000.00

Add for Mock ups - \$500.00

Total Proposal - \$19,610.00

Thank you for considering doing business with us.

Total

\$13,110.00

Dougherty Painting Company

An Equal Employment Opportunity Employer

PAINTING CONTRACTOR
COMMERCIAL – INDUSTRIAL
K-34 LICENSE NO. 159581
EMAIL: DPAINTCO@yahoo.com

8871 N. 79th AVENUE
PEORIA, AZ 85345-7902
OFFICE: 623-486-4126
FAX: 623-486-0981

May 29, 2018

Granite Mountain Trailhead

Concrete to be sandblasted and sealed at Main Building (w/storage) and Equestrian Building

Sandblasted concrete summary

Sandblast CIP walls – approximately 1,900 SF

Sandblast Seat walls – approximately 182 LF

Sandblast ADA Symbols – 8 each – HC stencil to be included

Sandblast 4" ADA Aisles – 4 each (344 LF /86 LF each) – layout and blast tape to be included.

One sandblast wall mock-up

"Wall Treatment"

Seal masonry – approximately 1,500 SF

Seal CIP wall and seat wall – approximately 2,500 SF

Paint doors – 7 each

One painted/sealed mock-up wall

Estimated cost:	Sandblasting \$ 16,000.00
	Paint/sealer: <u>4,000.00</u>
	Total: \$ 20,000.00

Sandblasting is based upon time frame and hard to breakdown on a SF basis. For budget purposes we respectfully submit the following.

Sandblast per SF: \$ 5.00

Sandblast HC Symbol: \$350.00 each

Seal walls with Vocomp 20per SF: \$ 0.70

Paint HM door and frame: \$ 100.00 each

Mock-up wall cost: \$ 500.00 each

Bush hammer walls and concrete floors are not included in the estimate for sealer cost above.
(Bush hammer and floor grinding, or polishing is excluded – we do not do these).



**Doors
Hardware
Security**

Phoenix Office
5670 South 40th Street Suite 1
Phoenix, AZ 85040
P: 480.889.1000

Selected Door Contractor
2018-095-COS

Exhibit C - Page 175 of 244

To: Valley Rain, Inc

Attention: Estimating Department

MAY 30, 2018

Fraesfield Granite Mountain
Scottsdale, AZ 85251

PROPOSAL

Price Details

08110 | Steel Doors and Frames

~~FF-(7)HM Frames = \$1,089.00~~

~~FF-(7)HM Doors = \$3,438.00~~

GM-(7)HM Frames = \$1,081.00

GM-(7)HM Doors = \$3,217.00

Add Frame Installation - \$3,500.00

08710 | Door Hardware

~~FF-Hardware = \$5,601.00~~

GM-Hardware = \$5,668.00

*Spare Parts = \$3,324.00

Total for TCH - \$19,590.00

*Spare parts include:

(1) Timer

(1) Power Supply

(5) Door Stops

(5) Wall Bumpers

(2) Cylindrical Locks (Less Core)

(2) Universal Mortise Locks (Less Core)

(5) Padlocks (Less Core)

99997 | Labor/Non-tax

Installation of HMD's & Hardware = \$2,800.00

Exclusions: HMF's, Spare Parts, Electrical Hardware & Electrical Connections.

Keying By Others

Project Total

\$26216.00

Excludes Tax



**Doors
Hardware
Security**

Phoenix Office
5670 South 40th Street Suite 1
Phoenix, AZ 85040
P: 480.889.1000

PROPOSAL

2018-095-COS
Exhibit C - Page 176 of 244

Additional Details & Notes

Notes & Exclusions

FF = Fraesfield Trailheads
GM = Granite Mountain Trailheads

Questions? Please call me direct at **623.889.0954** or email rmartinez@tchco.com.

Accepted By _____ Valley Rain, Inc

Respectfully Submitted By:

Signature _____

Ralph Martinez
Project Manager

Print Name _____

Title _____

Licenses
Arizona: ROC#250885
New Mexico: #364208

Date _____

**All prices are confidential and are the property of TCH. Freight F.O.B. destination. Any changes to project documents may affect the price. All changes will be required to have an executed change order signed by all parties prior to any material being released to jobsite. Back charges for work performed without prior written authorization from TCH will not be accepted. This quotation is subject to change if not accepted in writing within 30 days. TCH is a material supplier, no retainage will be accepted. All special order material is subject to a restocking fee.

**Payment Terms are net 30 days from date of invoice. Your FINANCE CHARGE is computed by a single periodic rate of 1.5% which is an ANNUAL PERCENTAGE RATE of 18% applied to your "previous balance without deducting current payments and/or credits appearing on the face of the statement." Buyer expressly agrees to pay all of Seller's costs, expenses, and attorneys' fees incurred for enforcement of collection of any amount due Seller under this agreement. Venue is Washington County, MN.

**For warranty information, please go to www.tchco.com/warranty



KELLEY
ESTABLISHED IN 1886

Bros

PROPOSAL

Phoenix Office L-05 Arizona Contr. License # 102509

3440 N 27th Avenue, Phoenix, AZ 85017
FX: 602.254.5224 PH: 602.254.5967

We are pleased to present this quotation per architectural plan pages dated 01 MAY 18.

PROJECT: Granite Mountain & Frase Field Trailheads

ADDENDUM:

081113- HOLLOW METAL DOORS & FRAMES

\$11,000.00

- 14 EA **CURRIES** HOLLOW METAL DOORS
- 14 EA **CURRIES** 3-SIDED HOLLOW METAL FRAMES

087100- DOOR HARDWARE

\$14,000.00

BEST LOCKSETS, **LCN** CLOSERS

SECTION 13 SPARE PARTS CHART **ADD \$10,200.00**

INSTALLATION OF DOORS & HARDWARE

\$4,800.00

Exclusions: Responsibility for work and materials **not part of the above sections, unless specifically noted otherwise.** These include tax, bonds, unloading, delivery, installation, glass, glazing, painting, pre-finishing, fieldwork, measuring, field splicing, frame installation, grouting, low voltage connections, lock boxes and bituminous coating (***asphaltic emulsion***). **Kelley Bros of Arizona always excludes installation of hardware for gates, overhead doors, glass doors & aluminum openings.**

This quotation on material requested is **FOB PHX, tailgate delivery**, freight allowed to jobsite, **30-day terms**, material billed in-store, and subject to credit approval. Allow time for special material orders to clear factory to estimate approximate shipping time. Use this Proposal as your purchase order by signing the Acceptance and returning one copy to our office. **Quote good for 30 days.** Notify our office for time extension if required.

Quoted By: Chris Billings Acceptance: _____

Date: 5/23/18 Date: _____

Adjusted for Granite Mountain TH at \$2,857.14/Each

Add for Installation - \$2,400.00

Add for Frame Installation - \$3,500.00

Total for Granite Mountain - \$25,900.00

AS per a phone call with Chris Billings at 9:56AM on 05/30/2018: ADD all the amounts (11,000;14,000 ; 4,800;10,200) and divided by two to get each site quote

Selected Termite Treatment Subcontractor

2018-095-COS

Exhibit C - Page 178 of 244

From: Sami Dannaoui
To: Byron L. Burkholder; Jeff Rees
Cc: Tony Viola
Subject: FW: Request for quote; Fraesfield Added Building Trades
Date: Wednesday, May 23, 2018 1:29:50 PM

Hey Byron and Jeff,
Below is Sexton Pest Control's quote.

Sami Dannaoui

From: Ken Fincel [mailto:kfincel@sextonpestcontrol.com]
Sent: Wednesday, May 23, 2018 1:28 PM
To: Sami Dannaoui
Cc: Nichole Hedges
Subject: RE: Request for quote; Fraesfield Added Building Trades

Sami I could not get the files to open , but based on the information I was able to get both properties have 4300 SF of treatable area, I can do each foe \$1634.00 using the Termiticide Adonis mixed at 5% and this price would include a 5 year warranty.

Ken Fincel
Sexton Pest control
602 796-4627

From: Sami Dannaoui [mailto:SDannaoui@valleyrain.com]
Sent: Tuesday, May 22, 2018 3:33 PM
To: Ken Fincel
Subject: FW: Request for quote; Fraesfield Added Building Trades

Hey Kim,
Attached is the original invitation
Also I am requesting another quote for Granite mtn TH project which is 3-4 miles away from Fraesfield (You can find the link in the same RFQ at the bottom) and they are similar projects starting at the same time.
Both sites termite area is 4300 SF.

Sami Dannaoui

From: Sami Dannaoui [mailto:sdannaoui@valleyrain.com]
Sent: Tuesday, May 22, 2018 3:32 PM
To: Kim
Subject: Request for quote; Fraesfield Added Building Trades

I am requesting that bids be submitted by May 21st, End of Business day.

This Building Package is in addition to the Fraesfield Trailhead Site Package.

Site work is also included in the link below

WOOD DESTROYING ORGANISM TREATMENT AGREEMENT



Inspection Date: 5/22, 2018
Initial Treatment Date: _____, _____

Branch #: 141
Treatment Notice Location:
☒ Electrical Box ☐ Hot Water Heater ☐ Other (specify): _____

This AGREEMENT is made between TRULY NOLEN OF AMERICA, INC., (hereinafter referred to as "TRULY NOLEN") and the BUYER, as follows:

BUYER: VALLEY RAIN - GRANITE MTN.
31402 N. 136TH ST.
TREATMENT STREET ADDRESS (PROPERTY TREATED)
SLOTTSDALE AL. 85262
CITY STATE ZIP
980 387-7754
HOME PHONE:

BILLING AGENT:
BILLING STREET ADDRESS (MAILING ADDRESS)
CITY STATE ZIP
BILLING PHONE:
Linear Ft. 850 Square Ft. 4300
Cubic Ft. _____

Building Type: ☐ single family home ☐ multi-family residence ☐ detached garage
☐ other (specify) _____

Buyer's Email Address: SOANNAOKI@VALLEYRAIN.COM

WOOD DESTROYING ORGANISM (WDO): Treatment will only cover those WDO types specified and paid for by the BUYER.	Treatment based on our inspection that reveals (check one column per organism)			Proposed Services Valid for 90 Days Enter Amount	Service(s) Chosen by the BUYER
	Active Infestation	Evidence of Infestation	Preventative or Pretreats		
A. TOTAL TERMITE PROTECTION Premium Service covers all termites.				\$	\$
B. SUBTERRANEAN BARRIER PLUS Includes Formosan termites.				\$	\$
C. SUBTERRANEAN TERMITES ONLY Excludes Formosan termites.			X	\$ 3200	\$ 3200
D. TRU-GUARD SERVICE FOR DRYWOODS ONLY.				\$	\$
E. INSPECTION & CONDITIONAL TREATMENT WARRANTY <input type="checkbox"/> Subterranean <input type="checkbox"/> Drywoods				\$	\$
F. OTHER State or Tarf Fee:			X	\$	\$ 2.00

If in the future it is determined a fumigation is necessary, TRULY NOLEN will provide this service, at a 40% reduction of our \$ 3202.00
BUYER'S INITIALS: _____ TOTAL AMOUNT

THE SERVICES OFFERED BY TRULY NOLEN UNDER THIS AGREEMENT INCLUDE THE APPLICATION OF MATERIAL REGISTERED WITH THE ENVIRONMENTAL PROTECTION AGENCY IN AN EFFORT TO LIMIT, DETER, INHIBIT, RESTRAIN, HINDER, IMPEDE OR CONTROL THOSE WOOD DESTROYING ORGANISMS SPECIFIED BY THE BUYER ON THE FACE OF THIS AGREEMENT. FACTORS BEYOND TRULY NOLEN'S CONTROL CAN DIMINISH THE EFFECTIVENESS OF TREATMENT. COMPLETE ELIMINATION, CONTROL OR ABSOLUTE PREVENTION IS NOT ALWAYS POSSIBLE. FOR THESE REASONS, TRULY NOLEN OFFERS YOUR CHOICE OF ONE OF THE FOLLOWING LIMITED GUARANTEES:

REPAIR & RE-TREATMENT GUARANTEE OPTION - The REPAIR & RETREATMENT GUARANTEE provides that in the event of continued subsequent infestation by the wood destroying organisms initially treated TRULY NOLEN will retreat the structure or affected portion, while this agreement is in effect. Additionally, TRULY NOLEN will provide for the repair of NEW structural damage as may be caused by new or continued infestation. SEE DETAILS ON BACK PAGE, ITEM #2.

RE-TREATMENT ONLY GUARANTEE OPTION - This RETREATMENT ONLY GUARANTEE provides that, in the event of continued or subsequent infestation by the wood destroying organisms initially treated, TRULY NOLEN will retreat the structure or affected portion, while this agreement is in effect. SEE DETAILS ON BACK PAGE, ITEM #3.

NO GUARANTEE OPTION - Provides NO GUARANTEE for the services provided. SEE DETAILS ON BACK PAGE, ITEM #4.

Cost of Initial Treatment \$ 3200.00
Additional Guarantee Renewal Fees Prepaid:
_____ yrs @ \$ _____
X Other Charges TAX \$ 2.00
Sales Tax (if applicable) \$ _____
1. TOTAL CASH PRICE \$ 3202.00
2. Less Down Payment \$ _____
3. Less Other \$ _____
4. Balance of Total Cash Price Due Upon Completion \$ _____
5. Balance to be Financed \$ _____
6. INTEREST CHARGES \$ _____
7. Deferred Payment Price (Item 5 plus Item 6) ... \$ _____

Disclaimers, limitations, conditions and exclusions apply to Truly Nolen's obligation to retreat or repair the premises. See below and on the back page for complete details.

Payment Method: ☐ Cash ☐ Check # _____
☐ MC ☐ VISA ☐ AMEX ☐ DISC
Card # _____ Expires: _____
RETURNED CHECKS. There will be a \$25 fee for returned checks.

Finance Method: 3 MO. _____ 6 MO. _____ 9 MO. _____ OTHER _____
LATE FEE. Any time a payment is late by more than 10 calendar days, there will be a Late Fee of \$25 added to the Outstanding Balance. Additionally, Finance Charges will begin to accrue on the outstanding balance the day after payment is due. The Finance Charge (Item 6) is applied at a monthly rate of 1.0% (12% Annual Rate).
DEFERRED PAYMENT. Price (Item 7) is payable in lawful money of the United States of America in _____ successive minimal monthly payments of \$ _____ commencing on the (circle one) 4th 17th _____ with a final payment of \$ _____ due _____.
THERE IS NO GUARANTEE UNTIL INITIAL AND RENEWAL PAYMENTS ARE MADE ACCORDING TO TERMS.

GUARANTEE RENEWAL OPTION(S): For the Treatment(s) specified by the BUYER, payment for the Initial Treatment(s) includes a one (1) year guarantee as specified on the back page. At BUYER's option and for BUYER's further protection, this Guarantee may be renewed annually.

The GUARANTEE RENEWAL FEE will be \$ 425.00 per year due before the end of _____ (month/year). Failure to timely pay the RENEWAL FEE will excuse TRULY NOLEN's performance under the contract and Guarantee. TRULY NOLEN may reinstate the Guarantee and allow renewal in its sole discretion, and after a satisfactory inspection of the premises. After two (2) renewal years, the RENEWAL FEE may be modified by TRULY NOLEN. TRULY NOLEN will inspect the property annually upon request of the owner of the property, while the Guarantee renewal option is in effect. For your annual inspection, please contact your local TRULY NOLEN office.

AUTOPAY OPTION: A 10% out-of-pocket renewal discount is available. BUYER must elect auto deduction starting one (1) month after completion of work. This deduction would be on the 4th or 17th of the month in the amount of \$ _____. This option can be canceled at the customer's discretion on an annual basis.

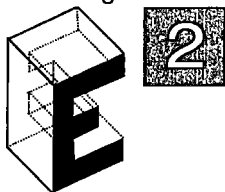
BUYER'S RIGHT TO CANCEL: If this is a home solicitation sale, and if you do not want the goods or services, you may cancel this AGREEMENT by providing written notice to the seller, by telegram, or by mail. This notice must indicate that you do not want the goods or services, and must be delivered or postmarked before midnight of the third business day after you sign this AGREEMENT. If you cancel this AGREEMENT, the seller may not keep all or part of any cash down payment. Truly Nolen will deliver services after the three (3) day period, unless requested to be sooner by you, in which case you waive the BUYER's right to cancel.

IT IS IMPORTANT THAT YOU READ THE ENTIRE AGREEMENT ON BOTH SIDES OF ALL PAGES BEFORE SIGNING.

Truly Nolen of America, Inc. License # C-4020A
615 W. DEER VALLEY #125 603 434 3302
Office Address Phone
REGAN YANT 05/01/14
Inspector

ACCEPTED (ACCEPTANCE REQUIRED WITHIN 30 DAYS OF INSPECTION DATE)
BUYER or Authorized Agent of BUYER: _____ TRANSACTION DATE: _____
Branch Manager Approval: _____





E² INNOVATIONS, INC.

4001 North 28TH Avenue - Phoenix, Arizona 85017

Phone: (602) 212-9515 - Fax: (602) 212-9512

e-mail e2i@e2innovations.com , Web: www.e2innovations.com

May 21, 2018

Tony Viola
Project Manager
Valley Rain Construction Inc.
1614 E. Curry Road
Tempe Az 85281

Estimate #A7510

Dear Tony:

We are pleased to present you with the following quotation for *estimating purposes only* for the Fraesfield and Granite Trailheads. The quote is in accordance with your email dated 5-9-18, the "Sign Ideas" drawing you provided in your email, and previous similar work we have completed for the City of Scottsdale.

<u>FRAESFIELD TRAILHEAD</u>				
<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price/pc</u>	<u>Amount</u>
1	iZone Panels for 8'x10' Area			\$8,500.00
	Drop Slot for Safe		\$400.00	
	Brochure Rack		\$500.00	
2	Relocate Existing Map Stand		\$600.00	
	Map Box		\$150.00	
	Map Sign Panel (Printed ACM)		\$180.00	
	New Sign Stand w/iZone Panel (32"x24")		\$1,900.00	
3	Dog Safety Sign Stand w/iZone Panel		\$1,500.00	
4	Hanging Restroom Signs		\$450.00	
5	Panorama iZone Sign with Frame/Stand		\$5,800.00	
6	Photo & Interpretive iZone Sign and Frame/Stand		\$5,800.00	
7	Rules & Regulations Sign (Printed ACM)		\$1,100.00	
8	Volunteer Mobile Cart		\$2,800.00	
Other	Directional Signs		\$350.00	
Other	No Overnight Parking Signs		\$350.00	
Other	Pedestrian Trail Crossing Signs		\$350.00	
Other	Trail Directional Signs: 6"x6" Galv. w/Printed Vinyl (Head Only)		\$18.20	
Other	Trail Directional Signs: 9"x12" Galv. w/Printed Vinyl(Head Only)		\$22.35	

Add for unforeseen Items - \$5,000.00

Sign Total - \$35,764.55

<u>GRANITE TRAILHEAD</u>				
<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price/pc</u>	<u>Amount</u>
1a/1b	iZone Panels for 8'x10' Area		\$8,500.00	
2	Bulletin Board (24"x36"x3.5")		\$600.00	
	Brochure Rack		\$500.00	
	New iZone Sign Panel		\$1,500.00	
3	New iZone Sign Panel		\$1,500.00	
	Drop Slot for Safe		\$400.00	
	Brochure Rack		\$500.00	
4	Relocate Existing Map Stand		\$600.00	
	Map Box		\$150.00	
	Map Sign Panel (Printed ACM)		\$180.00	
	New Sign Stand w/iZone Panel (32"x24")		\$1,900.00	
	Dog Safety Sign Stand w/iZone Panel		\$1,500.00	
5	Hanging Restroom Signs		\$450.00	
6	Rules & Regulations Sign (Printed ACM)		\$1,100.00	
7	Volunteer Mobile Cart		\$2,800.00	
Other	Directional Signs		\$350.00	
Other	No Overnight Parking Signs		\$350.00	
Other	Pedestrian Trail Crossing Signs		\$350.00	
Other	Trail Directional Signs: 6"x6" Galv. w/Printed Vinyl (Head Only)		\$18.20	
Other	Trail Directional Signs: 9"x12" Galv. w/Printed Vinyl(Head Only)		\$22.35	

Add \$5,000.00 for unforeseen

Prices do not include applicable sales tax or permits.

We look forward to working with you and servicing your metal cutting and signage needs. If you have any questions, please don't hesitate to contact me at 602-212-9515.

Sincerely,

Eric S. Bolze, P.E.

Accepted

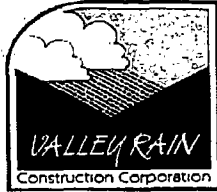
Date

Plans and Specifications

Plans: 'Granite Mountain Trailhead Project No. 4-DR-2018', Building GMP Package 95% CD, Dated 05/01/2018. 48 Pages

Specifications: City of Scottsdale: Granite Mountain & Fraesfield Trailheads, Building GMP Package, Dated May 01, 2018

Project Specifications provided by Smithgroup JJR pages 1-344



GRANITE MOUNTAIN and FRAESFIELD TRAILHEAD SITE
Assumptions & Clarifications
Plan Comments
"95%" Plans Received 5-1-18

No.	Reference	Comments
1		Testing by Owner's Testing Lab. Costs of initial testing is excluded.
2		For Granite Mountain Trailhead Site plans Dated May 1,2018
3		It is assumed that the water used for construction will be available at or within 1 mile of 118th Street and Rio Verde Dr.
4		Temporary Irrigation to plants will be a tank system with drip tubing that will be serviced during plant establishment and the one year maintenance.
5		Protection of landscaping plants during establishment and maintenance period is excluded from this proposal. Acts of God, Vandalism, and Animal damage are not covered by Valley Rains warranty to the owner.
6	Both Sites	All major Trade packages were sent to a minimum of 5 subcontractors however not all trade packages received 3 bids. Valley Rain, at the City's request, will continue to solicit bids. The prices provided will be considered a Not to Exceed (NTE) GMP.
7	Both Sites	Adjustments have been made to subcontractor proposals as noted on their bids and in the respective RFQ groups for missing and or incompleteness of their scope as defined in their proposals, Adjustments include verbally discussed additions between Valley Rain and the subcontractor as well as "plugged" amounts based on known or historical costs. The actual cost of work will be tracked and charged accordingly.
8	Both Sites	The GMP provided is based on Valley Rain's recommended award.
9	Both Sites	Qty overruns and or increased qty for a specific pay item is to be paid at contract unit prices. Qty underruns will be transferred to project contingency and can be used to pay for contract overruns.
10	Granite Mountain TH	It is assumed that Granite Mtn will have a well source for the 1 year maintenance- price does not include the cost of water
11		Restroom Maintenance and Cleaning are not included in this proposal.
12		Allow-1 includes storage tanks and fill line extention to parking lot.
13		Partitions & Accessories quote does not match items on plans, potential buyout saving will be returned to owner.
14		Concrete Turndown at host site is not included in this proposal.
15		Masonry mock up is excluded from this proposal.
16		\$5,000 adjust ment to E2 bid for Custom Signs (SS items), will included a gun safe for site.



GRANITE MOUNTAIN and FRAESFIELD TRAILHEAD SITE

Assumptions & Clarifications

Plan Comments

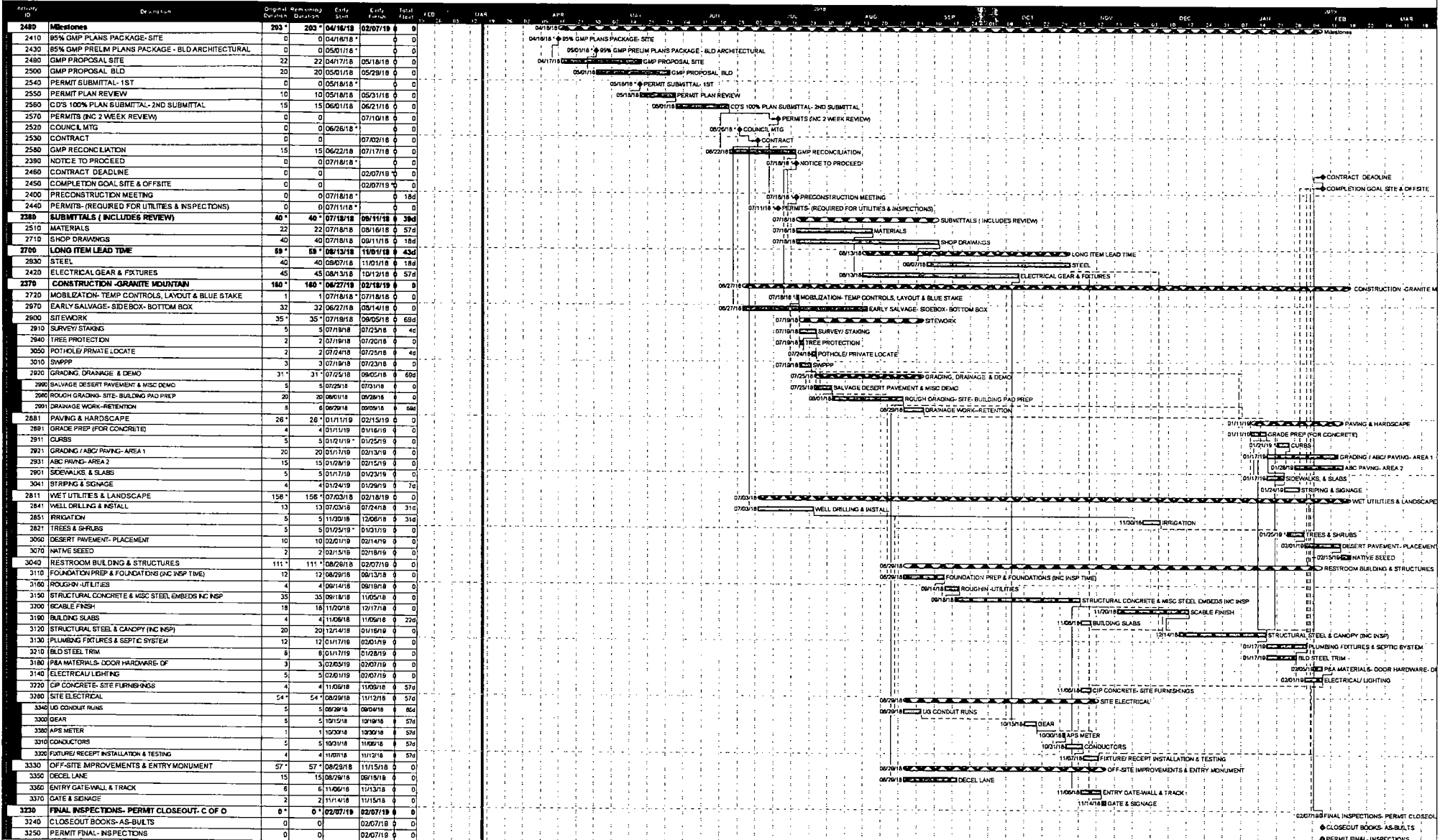
"95%" Plans Received 5-1-18

A= Approved/will comply; T=Tempe to evaluate/explain; C=Consultant to evaluate/explain; V= Valley Rain to evaluate/Explain; D=Disregard Comment

No.	initiator	Category	Reference	Comments	Notes	Comment by	Status Initial	Status Final	Approved by
				Testing by Owner's Testing Lab. Costs of initial testing is excluded.					
				For Granite Mountain Trailhead Site plans Dated May 1,2018					
				It is assumed that the water used for construction will be available at or within 1 mile of 118th Street and Rio Verde Dr.					
				Temporary Irrigation to plants will be a tank system with drip tubing that will be serviced during plant establishment and the one year maintenance.					
				Protection of landscaping plants during establishment and maintenance period is excluded from this proposal. Acts of God, Vandalism, and Animal damage are not covered by Valley Rains warranty to the owner.					
			Both Sites	All major Trade packages were sent to a minimum of 5 subcontractors however not all trade packages received 3 bids. Valley Rain, at the City's request, will continue to solicit bids. The prices provided will be considered a Not to Exceed (NTE) GMP.					
			Both Sites	Adjustments have been made to subcontractor proposals as noted on their bids and in the respective RFQ groups for missing and or incompleteness of their scope as defined in their proposals. Adjustments include verbally discussed additions between Valley Rain and the subcontractor as well as "plugged" amounts based on known or historical costs. The actual cost of work will be tracked and charged accordingly.					
			Both Sites	The GMP provided is based on Valley Rain's recommended award.					
			Both Sites	Qty overruns and or increased qty for a specific pay item is to be paid at contract unit prices. Qty underruns will be transferred to project contingency and can be used to pay for contract overruns.					
			Granite Mountain TH	It is assumed that Granite Mtn will have a well source for the 1 year maintenance- price does not include the cost of water					
			Granite Mountain TH	All Savings will be returned to the owner					

03/17/18

CITY OF SCOTTSDALE
VALLEY RAIN CONSTRUCTION CMAR
GRANITE MOUNTAIN TRAILHEAD



Start date 09/01/17
Finish date 02/18/19
Data date 03/17/18
Run date 05/22/18
Page number 1A
© Primavera Systems, Inc.

VALLEY RAIN CONSTRUCTION
GRANITE MOUNTAIN TRAILHEAD

Legend:
Early bar
Target start point
Target finish point
Progress bar
Summary bar
Program point
Critical point
Summary point
Start in future page
Finish in future page



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B) Allowance Schedule	Page 8
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3. Concrete	Page 28
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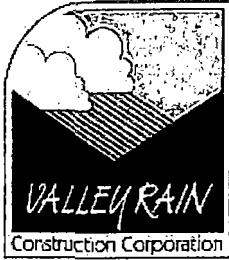
Scope of work

Construction Services to include the following:

- 1. Demolition:** Includes clear and grub of site, removal of trees and shrubs per plan, offsite asphalt removals, fence and gate removals to include selective demolition
- 2. Grading:** Includes import or export of materials as necessary to provide grade for all respective improvements. Subgrade for all surfaces to include walls, curbing, sidewalks, DG paths, parking lots, foundations. Import/Export is the sole responsibility of the Grading Contractor. Spoils from other trades – stockpiled in no more than 2 locations onsite to be included in grading subcontractor's scope- Assumed to be 40 CY Of spoils.
- 3. Paving:** Includes asphalt paving per plans and specifications to include ABC Base and Stabilized ABC stalls
- 4. Site Concrete:** Includes fine grading as necessary for concrete subgrade, all forming materials labor and equipment to install ribbon curbing, vertical curbing, sidewalks, 6" PCCP, Entry monument wall, Entry Gate Walls, final concrete finishes such as exposed aggregate, sandblast and or bush hammer finish per plans and specifications.
- 5. Striping & Signage:** Includes all site and offsite directional signage, regulatory signage for roadways and parkinglot to include aisle sandblasting
- 6. Landscaping:** Includes native plant salvage, nursery and replant. New Landscape materials, trees, shrubs, cacti, Stabilized DG pathways, Rip Rap, Temp irrigation system, earthen trail.
- 7. Utilities:** Septic System and miscellaneous water supply from well to the main building
- 8. Electrical:** APS power to the site per plans and specs and conduit from the restroom back to the automated gate.
- 9. Site Furnishings/ Misc Steel products:** Supply and install miscellaneous site items to include precast wheel stops, monument signage, gates, well enclosure and steel edger (steel edger to be replaced with vertical curbing if Alt 1 is accepted). Alt 1 is an Add alternate
- 10. Offsite improvements:** includes all demolition, removal, grading, paving striping and signage per plans and specifications and as defined in the respective scope outlines (1,2,3,5) above.

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)	\$ 415,185.27	
B	CMAR Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$ 820,326.99	
C	Total Cost of the Work (A+B)		\$ 1,235,512.26
	INDIRECT COSTS	AMOUNT	
D	General Conditions (Negotiated Amount)	\$ 218,874.69	
E	Total Cost of the Work + General Conditions (C+D)		\$ 1,454,386.95
F	Payment and Performance Bonds (On Cost of the Work + General Conditions)	\$ 14,398.43	
G	Insurance (Additional CMAR's Insurance not provided in the Total Cost of the Work) (.82%)	\$ 11,925.97	
H	Subtotal Direct + Indirect Costs (E+F+G)		\$ 1,480,711.35
I	CMAR Construction Fee (Negotiated Fixed Fee) (9%)	\$ 133,264.02	
J	Project Subtotal (H+I)		\$ 1,613,975.38
K	Taxes (Actual Reimbursable limited by Not to Exceed)	\$ 83,402.18	
L	CMAR's GMP (Not to Exceed) (J+K)		\$ 1,697,377.55
M	CITY'S PROJECT CONTINGENCY (As determined by the City)		\$ 100,000.00
N	CONTRACT PRICE (Not to Exceed) (L+M)		\$ 1,797,377.55



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.18 Granite Mtn Site GMP	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Site Controls

SC-1	Construction Staking	1.00	LS	\$14,340.00	\$14,340.00
SC-2	NAOS & Tree Protection (approx 3800 Lf)	1.00	LS	\$6,505.78	\$6,505.78
SC-3	SWPPP (BMP's & Permits)	1.00	LS	\$29,850.00	\$29,850.00
SC-4	Temporary Construction Fence (3 Phases)	5,240.00	LF	\$2.03	\$10,637.20

Total Price for above Site Controls Items: \$61,332.98

Demolition & Grading

D-1	Demolition (Complete)	1.00	LS	\$33,506.87	\$33,506.87
D-2	Site Grading/Cut To Subgrade	1.00	LS	\$171,417.63	\$171,417.63

Total Price for above Demolition & Grading Items: \$204,924.50

AC Paving

AC-1	Asphalt (3/4" Mix)	6,964.00	SY	\$14.88	\$103,624.32
AC-2	Aggregate Base (Asphalt)	6,964.00	SY	\$10.59	\$73,748.76
AC-3	Aggregate Base (Stabilized)	4,386.00	SY	\$18.29	\$80,219.94

Total Price for above AC Paving Items: \$257,593.02

Concrete- Site

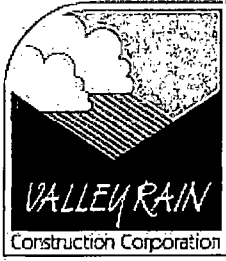
C-1	Aggregate Base (PCCP)	1,630.00	SY	\$10.21	\$16,642.30
C-2	6" PCCP (Exposed Aggregate)	1,630.00	SY	\$42.75	\$69,682.50
C-3	Concrete Sidewalk (MAG 230)(Integral Color)	5,605.00	SF	\$5.47	\$30,659.35
C-4	Concrete Ribbon Curb(MAG 220)(Integral Color)	3,530.00	LF	\$21.36	\$75,400.80
C-5	Monument Sign Concrete (Bushhammer Finish)	1.00	LS	\$11,135.75	\$11,135.75
C-6	Entry Gate Concrete (Bushhammer Finish)	1.00	LS	\$19,533.46	\$19,533.46
C-7	Concrete ADA Stall (6" /4" AB)	193.00	SY	\$49.59	\$9,570.87

Total Price for above Concrete- Site Items: \$232,625.03

Signage & Striping

S-1	Striping	1.00	LS	\$3,439.50	\$3,439.50
S-2	Sandblast Striping (ADA- Aisles)	344.00	LF	\$4.00	\$1,376.00
S-3	Signs (Supply & Install)	1.00	LS	\$2,300.00	\$2,300.00

Total Price for above Signage & Striping Items: \$7,115.50



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ROC: A-084744; B-01-085076

To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.18 Granite Mtn Site GMP	Bid Number:	
Project Location:		Bid Date:	

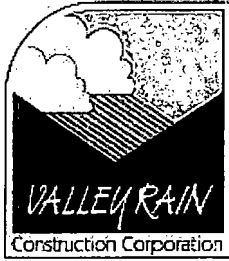
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Landscaping					
L-1	Stabilized Decomposed Granite	8,882.00	SF	\$1.89	\$16,786.98
L-2	36" Box Trees- New	7.00	EACH	\$675.00	\$4,725.00
L-3	1 Gallon Shrubs	252.00	EACH	\$10.75	\$2,709.00
L-4	5 Gallon Shrubs	503.00	EACH	\$21.95	\$11,040.85
L-5	5 Gal Cacti	175.00	EACH	\$35.10	\$6,142.50
L-6	Salvage , Stockpile & Place Desert Pavement	30,000.00	SF	\$0.26	\$7,800.00
L-7	Salvage & Nursery (Native Resources)	1.00	LS	\$27,000.00	\$27,000.00
L-9	Transport Water- Per Month (All)	7.00	MO	\$950.00	\$6,650.00
L-10	Salvage Jojoba & Creosote	68.00	EACH	\$100.00	\$6,800.00
L-11	Salvage Replant	1.00	LS	\$12,344.81	\$12,344.81
L-12	Rip Rap	9,891.00	SF	\$6.18	\$61,126.38
L-13	Tank Irrigation System	1.00	LS	\$5,957.64	\$5,957.64
L-14	Sleeves (4") 30" Cover	800.00	LF	\$11.00	\$8,800.00
L-15	Controller Hunter XC 6	1.00	EACH	\$1,712.28	\$1,712.28
L-16	1" Mainline & Control Wire	60.00	LF	\$8.00	\$480.00
L-17	Drip Valve Hunter ACZ-101 W/25PSI Reg, From 1" 90 In - MA 3/4" Adaptor Out.	3.00	EACH	\$530.00	\$1,590.00
L-18	Lateral Trees And Shrubs 3/4" CI200, Misc Fitting.	12,280.00	LF	\$2.24	\$27,507.20
L-19	Multi Emitter Bowsmith 220 And 1/4" Tubing.	34.00	EACH	\$27.00	\$918.00
L-20	Shrub Emitter Single 210 And 1/4" Tubing.	947.00	EACH	\$10.44	\$9,886.68
L-21	90 Day Establishment- (Protection)	1.00	LS	\$2,980.43	\$2,980.43
L-22	1 Year Maintenance (Assumes Well Water Supply)	1.00	LS	\$6,485.84	\$6,485.84
L-23	Earth Trail (8' Wide)	6,960.00	SY	\$2.14	\$14,894.40

Total Price for above Landscaping Items: \$244,337.99

Electrical & Utilities

E-1	Electrical	1.00	LS	\$26,550.60	\$26,550.60
E-2	Septic System W/ Leach Field (to Building)	1.00	LS	\$60,622.15	\$60,622.15
E-3	2" Waterline (Well Source)	865.00	LF	\$3.83	\$3,312.95

Total Price for above Electrical & Utilities Items: \$90,485.70



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To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.18 Granite Mtn Site GMP	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Site Furnishings- Misc Steel

F-1	Precast Wheel Stops (Replace Steel Wheel Stops)	36.00	EACH	\$165.00	\$5,940.00
F-2	Sign Plate Steel (Supply & Install)	1.00	EACH	\$7,500.00	\$7,500.00
F-3	Entry Gate With System Complete	1.00	EACH	\$4,800.00	\$4,800.00
F-4	Manual Gate (APS Entrance)	1.00	EACH	\$2,600.00	\$2,600.00
F-5	Manual Gate (Host Site)	2.00	EACH	\$2,200.00	\$4,400.00
F-6	Well Enclosure Complete	1.00	EACH	\$3,450.00	\$3,450.00
F-7	ADA Symbol- Sandblast (ILO Laser Cut ADA Symbol) ALLOW	8.00	EACH	\$365.00	\$2,920.00
F-10	Gate Automaiton Supply/Install	1.00	LS	\$8,361.01	\$8,361.01

Total Price for above Site Furnishings- Misc Steel Items: \$39,971.01
\$35,571.01

Off Site

Offsite-1	Demolition(Complete)	1.00	LS	\$6,285.78	\$6,285.78
Offsite-2	Grading/Cut To Subgrade	1.00	LS	\$15,578.47	\$15,578.47
Offsite-3	Aggregate Base (Asphalt)	1,112.00	SY	\$10.59	\$11,776.08
Offsite-4	Asphalt (3/4" Mix)	1,112.00	SY	\$17.60	\$19,571.20
Offsite-5	Signage	1.00	LS	\$315.00	\$315.00
Offsite-6	Striping	1.00	LS	\$8,230.00	\$8,230.00

Total Price for above Off Site Items: \$61,756.53

Allowances

ALLOW-2	Electrical Grounding	1.00	LS	\$6,500.00	\$6,500.00
ALLOW-3	Traffic Control	1.00	LS	\$15,000.00	\$15,000.00
ALLOW-4	ADA Public Use J Johns	4.00	MO	\$2,250.00	\$9,000.00
ALLOW -5	Additional -Erosion Protection- Rip Rap Allowance	1,500.00	SF	\$6.18	\$9,270.00

Total Price for above Allowances Items: \$39,770.00

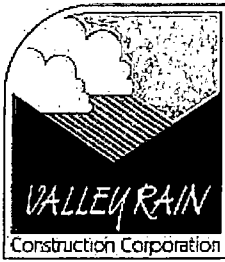
Contingency

Con-1	Project Contingency	1.00	LS	\$100,000.00	\$100,000.00
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Total Price for above Contingency Items: \$100,000.00

General Conditions & Fees

G1	General Conditions	1.00	LS	\$218,874.69	\$218,874.69
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To:	City Of Scottsdale	Contact:	
Address:	7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251	Phone:	480-312-7869
		Fax:	480-312-7971
Project Name:	2018.05.18 Granite Mtn Site GMP	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
G2	Insurance (0.82%)				
		\$11,925.97	1.00 LS	\$11,962.05	\$11,962.05
G3	Bond(1.0%)				
		\$14,398.43	1.00 LS	\$14,441.99	\$14,441.99
G4	Construction Fee				
		\$133,264.02	1.00 LS	\$133,667.19	\$133,667.19
G5	Sales Tax				
		\$83,402.18	1.00 LS	\$83,654.50	\$83,654.50
Total Price for above General Conditions & Fees Items:					<u>\$462,600.42</u>

Total Bid Price: \$1,802,512.68

\$1,797,377.55

Notes:

- This project has been procured under ARS Title 34 and is not subject to potential MRRRA treatment. All TPT (Sales Taxes) are treated in this bid/contract as Prime Contracting."
- Unless provided as a separate pay item or Allowance, costs of testing are excluded from this Estimate and Proposal.
- All site sidewalk is to be on native material. ABC is excluded from sidewalk subgrade.
- Stabilized ABC Parking Stalls and Equestrian lot is currently bid with 4" Stabilized ABC over 4" compacted ABC- There will be a savings if the existing millings can be used for the 4" base however this will only occur in the second phase of work because the existing millings are needed for the existing temp parking to remain open.
- Exhibit provided shows assumed extents of concrete and dg pathways
- ABC material is bid as MAG spec ABC- Contingency will be used if a custom color ABC is selected that increases the cost of the ABC-
- All items not bid in the Site GMP package will be included in the Building GMP Package
- Transformer enclosure has been deleted/ excluded
- Ribbon curb will be installed as shown on takeoff plan- to be exposed agg finish
- 1/4" radius tool joints for curbing
- Steel edger has been deleted at DG paths
- ABC has been deleted under stabilized DG
- Formed edge of asphalt pavement is not required per city comment and is excluded

ALLOWANCE SCHEDULE

1. ALLOW-2 Electrical Grounding	\$6,500.00
2. ALLOW-3 Traffic Control	\$15,000.00
3. ALLOW-4 ADA Public Use J-Johns	\$9,000.00
4. ALLOW-5 Additional Erosion Protection	\$9,270.00

ALLOWANCES TOTAL \$39,770.00

PROJECT CONTINGENCY SCHEDULE

Con-1 Project Contingency	\$100,000.00
---------------------------	--------------

CONTINGENCY TOTAL \$100,000.00



Valley Rain Construction Corporation
1614 East Curry Road
Tempe, Arizona 85281
Ph. 480.894.2835 fax. 480.966.1450
www.valleyrain.com

**Granite Mountain Trailhead
Breakdown of General Conditions
5/22/2018**

JOC#1

		Quantity	Unit	Rate	Amount
Indirect Items					\$ -
Construction Water		1	LS	11,405.25	\$11,405.25
Generator	Not used	0	MO	2,020.80	\$0.00
Concrete Washout	Eco Pans	4	EA	375.00	\$1,500.00
Portable Toilet		12	MO	155.00	\$1,860.00
Dumpster		4	MO	550.00	\$2,200.00
Drinking Water & Ice		198	DAY	4.00	\$792.00
Small Tools		1	LS	468.00	\$468.00
Mobilization		1	LS	2,625.00	\$2,625.00
Water Truck		4	MO	5,280.00	\$21,120.00
Dust Control Permit		1	LS	1,325.00	\$1,325.00
ADEQ Fee		1	LS	350.00	\$350.00
Storage Trailer		9	MO	75.00	\$675.00
Water Tower		5	MO	1,440.00	\$7,200.00
Field Office Trailer	Not Used	0	MO	1,650.00	\$0.00
Security Remote Cameras		9	MO	1,500.00	\$13,500.00
Street Sweeping Labor		40	HR	82.49	\$3,299.60
Street Sweeping Sub		40	HR	80.00	\$3,200.00
Final Clean		1	LS	4,890.00	\$4,890.00
Closeout Costs Both Sites	In Fraesfield	0	LS	2,000.00	\$0.00
Project Sign		1	EA	350.00	\$350.00
Traffic Control		1	LS	15,000.00	See Pay Item Allowance
Project Supervision		7	MO	11,649.90	\$81,549.30
Foreman		352.00	HR	26.00	\$9,152.00
Contract Administration:					
Construction Principle		35.20	HR	125.00	\$4,400.00
Project Manager		270.00	HR	74.14	\$20,017.80
Vice President		32.00	HR	111.00	\$3,552.00
Chief Estimator		40.00	HR	76.88	\$3,075.20
Administrative		160.00	HR	24.86	\$3,977.60
Cost Accountant		35.20	HR	34.97	\$1,230.94
General Superintendent		200.00	HR	75.80	\$15,160.00

Total Project \$ 218,874.69 Lump Sum



May 1st, 2018

Jeff Rees
Valley Rain
1614 E Curry Road
Tempe, AZ 85281
480-894-2835

jrees@valleyrain.com

Dear Jeff:

Survey Innovation Group, Inc. (SIG, INC.) proposes to provide professional land surveying services in connection with the Project known as **Granite Mountain Trailhead** located in Scottsdale, Arizona. CLIENT is expected to provide SIG, INC. with information as to requirements and/or any special considerations for the Project or special services needed, and also to make available all pertinent existing data, where applicable.

Services will be provided under the General Terms and Conditions attached hereto. Our services will consist of providing professional land surveying services. The Scope of Services is detailed in Exhibit "A". We will also furnish such additional services as may be requested in writing to SIG, INC.

SIG, INC. will invoice periodically for services and reimbursable expenses based on actual work progress. The above financial arrangements are based on the prompt payment of our invoices and on the orderly and continuous progress of the Project.

If this agreement meets with your satisfaction, please sign and return as our Notice to Proceed.

Sincerely,

Accepted for CLIENT,

A handwritten signature in black ink, appearing to read 'J-S.', is written over a horizontal line.

Jason Segneri, RLS
President

Signature

Print Name

Date

If you wish to receive copies of your invoices via email please provide your email address below; original invoices will still be mailed.

Email

Exhibit "A"
Scope of Services

Site Control

- Verify existing horizontal and vertical control and establish new control for site staking.
- Set 6 control points on site at points specified by contractor.

Subtotal: \$560.00

Site Staking

- Rough Grade:
 - Stake curb & sidewalk at 50' intervals for rough cut.
 - Stake basins and channels at 50' intervals for rough cut.
 - Stake Berms at 50' intervals for rough cut.
- Finish Grade:
 - Stake curb at 25' intervals with cut/fill to top of curb for final grade.
 - Stake edge of pavement
 - Stake sidewalks at 25' intervals with cut/fill to finish grade
 - Provide subgrade bluetops at 50' intervals for parking/drive lanes
 - Provide a/b/c bluetops at 25' intervals for parking/drive lanes.
- Site Utilities:
 - Stake sewer/storm drain at 25' intervals with cut/fill to invert and provide cut/fill to rim grades.
 - Stake water/dry utilities at 50' intervals with cut/fill to finish grade.
 - Stake light poles with double offsets and cut/fill to adjacent finish grade.
- Structures:
 - Stake building corners, ramadas, canopies (up to 10 corners per structure)
 - Stake walls at 50' intervals with cut/fill to top of footing
 - Provide finish floor bluetop for each structure.

Subtotal: \$8,400.00

Asbuilts

- Perform field and office work to prepare asbuilts including:
 1. Site Asbuilts.
 - Provide asbuilt information for new parking/drive lanes
 - Provide asbuilt information for new utilities.
 - Provide asbuilt information for new light poles.
 - Provide asbuilt information for new walls

Note: The contractor will note any changes made during the construction phase and provide dimensions to the surveyor before completion of final asbuilts are submitted. Should the following be required by the governing municipality, the contractor shall notify the project surveyor before back-filling water, fire line, sewer, storm drain facilities or other underground pipelines and utilities in order that the surveyor may verify the asbuilt location and elevation of said utilities.

Subtotal: \$1,680.00

Calculations, Coordination and Project Management

- Onsite preconstruction meetings to coordinate field staking for synergistic operation with construction subcontractors (not to exceed one meeting). Additional meetings will be conducted on a time and materials basis per Fee Schedule.
- Point staking calculation for items contained in this proposal.
- Correspondence to client and subcontractors (i.e. cutsheets, staking progress memorandums, etc).

Subtotal: \$1,700.00

TOTAL: \$12,340.00



Engineering • Planning
Surveying • Urban Design
Landscape Architecture

May 3, 2018

Mr. Jeff Rees
Valley Rain Construction Corp.
1614 E. Curry Road
Tempe, AZ 85281
(480) 894-2835
jrees@valleyrain.com

Subject: Proposal for Professional Services for
City of Scottsdale, Granite Mountain Trailhead
Project No. 4-DR-2018
City of Scottsdale, Maricopa County, Arizona
Construction Staking Services
WLB Spec No. 218000A-039

Dear Mr. Rees:

In accordance with your request and your Typical Staking Requirements, we are pleased to submit this proposal for professional construction services for the proposed Granite Mountain Trailhead, Project No. 4-DR-2018, located at 31402 N. 136th Street in the City of Scottsdale, Maricopa County, Arizona.

Accordingly, we propose to provide the following services:

A. SURVEY CONTROL

Establish Survey Control.
Set Temporary Benchmarks
Verify North, East and South Property

B. LAYOUT

GRADING

Stake rough grade for sidewalks and curbs, 50' O.C.
Stake basins and channels - Top of slope with offsets to bottom of slopes
Stake Berms-bottom of slope offsets to top
Fill-in rough grade stakes at 50' O.C.



Finish Grades, Curb/Concrete/Paving Blue tops

Curbs and Curb and Gutter, edge of asphalt at 25' O.C.
Curbs and Curb and Gutter, edge of asphalt - radius points
Sidewalks at 25' O.C. and sidewalk radius points
Stake all Grade Breaks Points at curbs and sidewalks
Stake Radius score joints for circular concrete

ROUGH GRADING & FINISH GRADE BREAKOUT

Structures

Building Pads - 4 points and finished floor
Miscellaneous Pads - finished floor

Sewer

Sewer line at 25' O.C.
Manholes - offsets 2 points w/elevations (inverts & rims)

Water

Stake water line at 50' Stations
Fire Hydrants - offset 2 points and finished grade

Drainage

Strom drain inverts at 50' O.C.
Manholes/Catch basins/Scuppers - offset 2 points w/elevations

Water Storage System

Pipe inverts along one side of pipe including intake & outlet lines, 50' O.C.

Electrical

Site Lighting, 2 points/pole

SUPPORT

As-Built drawings Sewer, Water, Strom Drain, Point Grades
Office Calculations

B. CONSTRUCTION LAYOUT (LUMP SUM) \$23,800.00



C. OFFSITE CONSTRUCTION STAKING

Saw Cuts
Edge of pavement rough grade stake at 50' stations
Sub Grade blue tops at 50' stations
A/B Pavement blue tops at 25' stations
Pavement As-Builts

C. OFFSITE CONSTRUCTION STAKING (LUMP SUM)\$1,800.00

The work will be billed on a Lump Sum basis. If additional staking is required beyond this scope, it will be billed on a Time and Materials basis or negotiated prior to any additional work to be completed. Excluded from this proposal are any tasks not specifically mentioned herein.

As part of this proposal, the WLB Group, Inc. is requesting the current AutoCAD drawings for this project.

Mr. Rees, we appreciate the opportunity to submit this proposal and look forward to working with you on this project. If the above-described arrangements are satisfactory, please so indicate in the space provided below and return one copy to our office together with a signed copy of our Standard Conditions. We are prepared to begin work when requested.

Sincerely,

THE WLB GROUP, INC.

A handwritten signature in black ink, appearing to read 'CAB', is written over a horizontal line.

Curt A. Bender
Survey Manager

ACCEPTED FOR: **Valley Rain Construction Corp.**

BY: _____ DATE: _____



WLB GROUP STANDARD CONDITIONS OF CONTRACT

1. Client agrees to cooperate in any and every way or manner with WLB on the services to be performed by WLB hereunder.
2. All sketches, drawings, tracings, computations, survey notes and other original documents are and shall remain the property of WLB, subject to the requirements of public agencies.
3. All agreements on WLB's part are contingent upon and subject to the fact that WLB shall not be responsible for damages or be in default or deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, shortages of materials, unavailability of labor at established area wage rates, delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove work promptly, or due to late or slow or faulty performance by Client, other contractor, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of WLB's services hereunder and other unavoidable delay or any causes beyond reasonable control of WLB. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly. In the event WLB's services hereunder are not completed within six (6) months from the date of this Agreement, WLB reserves the right to adjust its fee for the uncompleted portion of it, services to reflect any increase, of wages, salaries or benefits to be paid by WLB to its employees in the performance of this Agreement.
4. In the event that any staking is destroyed by an act of God or parties other than WLB, the cost of re-staking shall be paid for by Client. Such cost shall be in addition to the compensation otherwise payable to WLB hereunder.
5. WLB makes no representation concerning soil conditions, and has not, unless expressly set forth in the description of the scope of work set forth in this Agreement, undertaken any responsibility to furnish any reports or to secure performance of any test, concerning the character of soils or their suitability for construction. In the event that WLB agrees to secure performance of soil tests, it is agreed that the service shall be for the convenience of the Client, and WLB's only obligation shall be to coordinate performance of soil tests and preparation of soil reports by a soil testing lab, which reports, and tests shall be for exclusive use of and dissemination to Client. WLB shall not be responsible for any claims, liabilities or damages which arise or are alleged to arise out of the making or failure to make soil surveys, compaction tests or other subsurface soil test, of any kind or nature.
6. WLB's responsibility in performing this contract is limited solely to the scope of services to be performed by WLB as expressly as set forth in this contract, and WLB, its agents and/or employees shall have no liability of any kind to the Client or to any construction contractor or sub-contractor or any person having contractual relationships with them for any actions, errors and/or omissions of WLB, its agents and/or employees which are not within the scope of the services to be performed by WLB. Additional services requested by the Client shall be covered by letter or memorandum and constitute an addendum to this Agreement.
7. Client agrees that the liability of WLB, its agents and employees, in connection with services hereunder, to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors and/or omissions of WLB, its agents and/or employees is limited to the total fees actually paid by the Client to WLB for services rendered by WLB hereunder.
8. No conditions or representations altering, detracting from or adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this Agreement and accepted in writing by the other.
9. The Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including, without limitation, prosecution of work and the safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. Client further agrees to defend, indemnify and hold WLB harmless from any and all liability, real or alleged, in connection with the performance of work on the project.
10. Client shall pay the cost of all expenses incurred or to be incurred by WLB directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractors; toll telephone calls and telegrams; and all charges to be paid or incurred for fees, permits, bond premiums, title company charges, delivery charges, blueprints and reproduction of reports, drawings, specifications and all other charges and expense, not specifically itemized in this paragraph, but which are reasonably necessary to the proper completion of the services hereby covered. In the event such reimbursable items are paid directly by WLB, then Client shall be obligated to reimburse WLB therefore, and such charges and expenses shall be invoiced by WLB to Client at direct cost, plus fifteen percent (15%) for handling.
11. Invoices will be issued monthly, are due and payable upon receipt and are delinquent fifteen (15) days after the invoice date. When an invoice becomes delinquent, WLB may, at its option, suspend or stop performance hereunder until such time as all delinquent invoices, together with accrued late charges attorneys' fees, litigation or collection expenses, whether taxable or not, shall have been paid. If an invoice remains delinquent for a period of



fifteen (15) days. WLB may, at its option, terminate this Agreement by giving written notice of its termination to the Client. Termination shall take effect on the date of the notice of termination. In the event of termination under the provisions of this paragraph, WLB shall be entitled to payment for all services rendered and costs incurred hereunder to the date of termination and to recovery of all expenses which are attributable to said termination or described in paragraph 18 hereof.

12. Client shall promptly review invoices and notify WLB of any objection thereto. Absent such objection in writing within ten (10) days of the date of the invoice, the invoice and the services covered thereby shall be deemed proper and acceptable.
13. If invoices are not paid in full prior to delinquency, Client agrees to pay a late charge on the unpaid amount at a monthly rate equivalent to the prime lending rate then being charged by Wells Fargo Bank of Arizona, plus eight (8) percentage points, said late charge to accrue from the date on which each such invoice becomes delinquent. WLB reserves the right to increase or reduce the late charge rate by giving written notice to Client. Notice of any such increase or reduction shall become effective thirty (30) days following the date of the notice. All payments received by WLB shall first be credited to payment of any late charges and then to the principal balance.
14. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions hereof shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision held invalid or unenforceable.
15. In the event of a conflict or dispute as to the interpretation, application or implementation of this Agreement, either party shall have the right to submit the conflict or dispute to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association in effect at the time of submission of the dispute; provided, however, that Client's obligation to make any payment to WLB for services rendered hereunder shall not be subject to arbitration if said obligation is set forth in a statement or invoice rendered by WLB and such statement or invoice is not disputed by Client in writing as required by paragraph 12 hereof.
16. In the event of a change of rule, regulation or policy by any governmental agency or agencies after the date of this Agreement, which change alters the plans, specifications and/or field work to be prepared or performed hereunder, any additional office or field work required as a result of such change shall be deemed additional services, shall be payable by client, and shall be invoiced and paid for as provided herein.
17. Upon written request, each of the parties hereto shall execute and deliver or cause to be executed and delivered such additional instruments and documents as may be necessary and proper to carry out the terms of this Agreement.
18. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation and collection expenses, including, without limitation, witness fees, court costs, attorneys' fees and other expenses, whether taxable or not, shall be paid to the prevailing party.
19. This Agreement binds WLB and Client and their successors, assigns and partners. Neither party shall assign, sublet or transfer his interests, rights nor obligations in this Agreement without the prior written consent of the other party hereto.
20. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.
21. This Agreement sets forth the entire agreement of Client and WLB with respect to the services to be performed hereunder. There are no understandings or agreements except as expressly stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 3rd day of MAY, 2018.

For the Owner or Client:

Signature: _____

Title: _____
"Client"

THE WLB GROUP, INC.

By: Curt A. Bender *CAB*

Title: Survey Department Manager



Effective 2017

**PHOENIX
FEE SCHEDULE FOR PROFESSIONAL SERVICES**

TYPICAL HOURLY RATES

<u>Personnel</u>	<u>Hourly Rate</u>
Principal	\$155.00
Public Presentation or Expert Testimony	\$225.00
Senior Project Manager.....	\$130.00
Project Manager	\$120.00
Senior Project: Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	\$105.00
Project: Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer.....	\$100.00
Staff: Design Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	\$90.00
Sr. Cadd Operator	\$85.00
Senior Technician	\$80.00
Design Technician	\$75.00
Technician/Cadd Operator.....	\$70.00
Draftsperson/Assistant Technician	\$65.00
Clerical.....	\$55.00
Three Man Survey Crew	\$160.00
Two Man Survey Crew	\$145.00
One Man Survey Crew.....	\$120.00



April 27, 2018

**Jeff Rees
Valley Rain Construction
1614 E Curry Rd
Tempe, AZ 85281**

Re: Granite Mountain Trailhead

Jeff:

As requested, I am pleased to provide a proposal for construction staking services on the above referenced project. I have prepared this proposal from Dibble Engineering's Civil Plans dated 04-16-18. I have included the following to be considered as an express part of our agreement:

Attachment "A" – Scope of Services/Fee Schedule/Assumptions & Exclusions.

We look forward to continuing our working relationship with you and your company. If you have any questions or concerns, please feel free to call me at your convenience at 480-298-4900 or email me at dave.hargrove@epsgroupinc.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Hargrove'.

David Hargrove
Survey Project Manager
EPS Group, Inc

CONSTRUCTION STAKING SCOPE & FEE SCHEDULE FOR:

GRANITE MOUNTAIN TRAILHEAD

1	<p>Calibration and Control</p> <ul style="list-style-type: none"> Calibrate site horizontally and vertically and produce horizontal control sheet for staking project. Establish additional onsite control for use during project. 	\$1,020
2	<p>Office Calculations</p> <ul style="list-style-type: none"> Provide control calculations needed to layout the project. QA/QC field data to ensure quality of work. 	\$720
3	Removals/Construction Limits	0
4	<p>Rough Grade</p> <ul style="list-style-type: none"> Stake rough grade for new curb and gutter, detached sidewalk, grade breaks, flowline, retentions and building pad. Stakes will be set at 50' intervals plus key points 	\$2240
5	<p>Storm Drain</p> <ul style="list-style-type: none"> Stake alignment and grade with a single offset at 50' intervals for storm main. Stake center of tanks at ends with double offset and grade to invert. Stake centerline of manholes, catch basins and drywells with a double offset. Grades (cut/fill) will be given to rim and invert elevations. 	0
6	<p>Water/Fire Line</p> <ul style="list-style-type: none"> Stake alignment with a single offset at 50' intervals for water main. Stake center of water meter, fire hydrant and backflow preventer with double offset and grade to finish grade. 	\$560
7	<p>Sanitary Sewer</p> <ul style="list-style-type: none"> Stake alignment and grade with a single offset at 25' intervals for a sewer main. Stake centerline of drop manhole, cleanouts and grease trap interceptor with double offset. Grades (cut/fill) will be given to rim and invert elevations. 	\$560
8	<p>Building Control</p> <ul style="list-style-type: none"> Stake main grid lines or building corners with a double offset on main corners for first floor only. Set first finish floor blue top. 	\$840
9	<p>Curb/Detached Sidewalk</p> <ul style="list-style-type: none"> Stake alignment and grade curb at 25-35' intervals. Stake alignment and grade at grade breaks, angle points and point of curvature. Stake concrete crosswalks and walkways at 50' intervals 	\$2240
10	<p>SRP/APS</p> <ul style="list-style-type: none"> Provide control for APS or SRP 	\$560
11	<p>Light Poles</p> <ul style="list-style-type: none"> Stake center of light poles with double offset and grade to finish grade. 	\$0

12	Trash Enclosure/Screen Walls <ul style="list-style-type: none"> Stake trash enclosure and screen walls with a single offset at key points and grade to finish grade. 	\$140
13	DG Trail <ul style="list-style-type: none"> Stake edge of trail for DG install at 50'-100- intervals. 	\$840
14	Wheel Stops <ul style="list-style-type: none"> Stake center point on each wheel stop. 	\$420
15	Subgrade Blue Tops <ul style="list-style-type: none"> Stake bluetops at subgrade elevation at key points and 50' intervals. 	\$1960
16	ABC Blue Tops <ul style="list-style-type: none"> Stake bluetops at ABC elevation at key points and 50' intervals. 	\$1960
17	Re-stakes <ul style="list-style-type: none"> Will be billed as a time and materials item as necessary. 	\$0
18	As Builts <ul style="list-style-type: none"> Provide civil as-built data per city requirements only, including retention basin volume. EPS will not provide MYLARS for as-built drawings. If Mylars are requested or if additional copies are needed, we will send them out to a local print shop, so the client can pay it directly. As-builts do not include a Record of Survey and ALTA Surveys, setting of property pins if required. Such services shall be completed via a change order or on a T&M basis. As-builts do not include any Civil Engineer's Certifications, substantial completion letters, etc. 	\$2940
	TOTAL FEE, ABOVE SERVICES*	\$17,000

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

**This scope includes 15 trips to the site. Any additional trips would include a \$250 fee.

Assumptions/Exclusions

1. Please review this proposal carefully, as we have attempted to provide a complete Scope of Services for your project. Any items requested to be staked during the course of construction, but not listed in the Scope of Services, will be considered non-contract additional services. Additional and re-staking services will be invoiced at the rates quoted on the Hourly and Reimbursable Fee Schedule (Attachment "B").
2. Any questions regarding the accuracy of construction staking will not be considered unless the Surveyor's reference points and stakes are preserved intact in their original and undisturbed state. The survey director/field supervisor must be notified immediately if any inaccuracy of construction is suspected.
3. A minimum 48-hour working day notice may be required for scheduling work.
4. Contract staking, additional staking and re-staking services shall be performed on an "upon request" basis, and must be approved by the General Contractor or Owner prior to their request.
5. All staking shall be performed one time only under the Fee Schedule, unless otherwise noted.
6. The Surveyor shall coordinate directly with the General Contractor to determine offset distances and lath markings, or if unavailable, the surveyor will use industry standards. The Surveyor shall provide cut sheets to the General Contractor upon request.
7. The Surveyor shall obtain as-builts as soon as possible after construction and maintain a continuous file of as-builts, until project completion.
8. This proposal is based on receiving digital data, i.e., CAD files from the Engineer of Record, including PDF or a hard copy of the approved stamped plans.
9. The General Contractor and his subcontractors shall maintain and use sets of approved plans at the project site, and verify to the best of their ability the accuracy all stakes prior to construction. The General Contractor and his subcontractors shall not be liable for the accuracy of the Surveyor's stakes unless disturbed prior to construction.
10. Any changes in, additions to or deletions from the Project within its general scope made by the General Contractor will not result in a fee adjustment except by mutual agreement of the General Contractor and Surveyor.
11. This bid is for construction staking services only. The horizontal control portion of the services does not include setting property corners unless EPS is the original Surveyor of Record for the property, prior to the construction phase.
12. This scope and fee proposal does not include Engineer's Certifications, Substantial Completion letters, filing of "Approval of Construction" (AOC), for water & sewer, etc. This task is not in the purview of a Land Surveyor, but rather the Engineer of Record with no exceptions.
13. Any and all ALTA Surveys, Topo Maps, Legal Descriptions, Record of Surveys, setting of property pins is excluded in its entirety.



May 1, 2018

Mr. Jeff Rees
Project Engineer
Valley Rain Construction Corp.
1614 E. Curry Road
Tempe, AZ 85821

**Re: Granite Mountain Trailhead – City of Scottsdale Project Number 4-Dr-2018 -
Construction Staking Services**

Dear Mr. Rees,

Thank you for the opportunity to provide you a quote to perform construction staking services on the above referenced project based on the site improvement plans prepared under SmithGroup Inc. Architects dated April 6, 2018. Below we have specifically defined the scope of work and lump sum fee that will be required for The CK Group survey team to perform your request.

SCOPE OF WORK:

1. Verify horizontal and vertical control as provided on the plans.
2. Perform survey calculations, review of CADD files and project management required to stake improvements as noted on the approved plans (to be provided by client) for the project and the staking of the site improvements per plans.
3. Construction Staking tasks:
 - a. Verify the north and east property lines for the proposed site.
 - b. Set temporary benchmarks.
 - c. Set rough grade stakes for sidewalks curbs and roads, on a 50 foot intervals
 - d. Stake basins and channels - top of slope and off set to bottom grid with all pertinent elevation changes and/or grade breaks on a 25 foot intervals.
 - e. Stake Berms - bottom of slope offset to top on a 25 foot intervals.
 - f. Set Finish Grade stakes for Curbs and Curb & Gutter, and edge of asphalt foot intervals.
 - g. Set Finish Grade stakes for Curbs and Curb & Gutter, edge of asphalt - radius points (under 100'), end points and change of direction.
 - h. Set Finish Grade stakes for Sidewalks at 25 foot intervals.
 - i. Set Finish Grade stakes for Sidewalks- radius points (150' radius & under).
 - j. Set Stakes at Grade Break Points at curbs and sidewalks.
 - k. Set Stakes at Radius score joints for circular concrete.
 - l. Set Stakes at Building Pads and Ramadas - 4 points & finished floor.
 - m. Set Stakes at Miscellaneous Pads.
 - n. Set Stakes for walls at offsets, corners and ends (top of footing).
 - o. Set Stakes for Sewer line and water line - at 25 foot intervals.
 - p. Set Stakes Fire Hydrants and Manholes - offset 2 points with finish grade, rim and inverts.
 - q. Set Stakes for site lighting poles, 2 points per pole.



- r. Set cut/fill stakes, at 25 foot intervals, or as needed, for off-site improvements for roadway construction according to the approved plans.
- s. Collect as-built information for the improvements installed and draft as-built data on the approved plan set provided and submit for review to the contractor.
- t. Provide As-Builts as (if required) to owner including a Finish Floor certification (if required).

LUMP SUM FEE(S):

It should be noted that the current plan set used for this proposal is substantially lacking labeled construction points. This will require the CK Group to produce the construction staking points based on the project Cad file to be provided by the engineer.

Granite Mountain Trailhead – City of Scottsdale - Construction Staking

Construction Surveying and Layout

Lump Sum \$25,650.00

NOTES:

Need for additional survey beyond those specified in the scope of work will be completed as time and material using the following billing rates and fees:

- a. Survey Manager \$115/ Hour
- b. Survey Crew (2-person) \$95/ Hour
- c. Survey Technician \$65/ Hour
- d. Project Coordinator \$75/ Hour
- e. Truck/ Mileage \$0.58/ Mile

TERMS AND CONDITIONS:

- A. Contractor will be invoiced immediately upon completion of work or at the end of each month for projects that exceed a month in duration.
- B. Contractor agrees to pay CK within 30 days from receipt of all invoices.
- C. Failure to pay CK within 30 days may constitute sufficient grounds for CK to suspend or stop work on the project.
- D. This scope of work does not include a cost for traffic control. The CK Group will rely on traffic control being used by the general contractor for the everyday work being performed on the site.
- E. The work will be scheduled in a workman like manner for a minimum of 7 hours per trip. We anticipate 35 total trips for the project. Additional trips requested by the contractor or shortened days of work to meet schedule demands will be billed as an extra per the rates noted above under Notes.
- F. The CK Group requests 48 hours of advance notice to schedule crews to be on site, and assure that we can meet that schedule. When a 48 hour notice is not practicable, we will make all effort to complete tasks in a timely fashion, but make no assurances with less than 48 hours lead time for all service requests.



- G. All scheduling of crews will be made by emailing the CK Survey Request form to: ckgroup@theckgroup.com or by calling the CK Project Manager for your project. We request that no scheduling be done with the onsite crew to avoid schedule conflicts.
- H. The contractor will be responsible for contacting us prior to backfilling any items that require as-built information in the final deliverable, so that the necessary measurements can be made. CK will not be responsible for any charges relating to the cost of re-exposing buried utilities or other items for the purpose of measuring for as-built information.
- I. CK will require a complete, accurate and final set of plans for all work to be completed under this contract. To ensure accuracy of all survey services we also request the CADD based design file, every time it is available. CK will honor the privacy of any project information given to us for the completion of this project.
- J. The working hours are based on a 5-day work week, 8 hours per day, for a total of 40 hours per week with the site properly prepared for the staking requested. Properly prepared is defined as a site clear of any obstructions that would obstruct survey operations. Any hours beyond this definition are considered overtime.
- K. Overtime hours are charged at 1.5 time the hourly rate.
- L. This scope of work does not include any items not specifically listed above.

Please contact Brian Haught, at 602-482-5884, with any questions regarding the proposed scope of work and scheduling of work.

Thank you for the opportunity to provide this bid/ estimate of services.

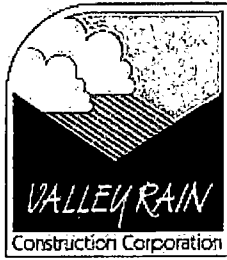
By signing below both parties agree to the terms of this agreement, and this document becomes a binding contract between the two undersigned parties.

Respectfully,

Accepted by:

A handwritten signature in black ink that reads 'Brian Haught'.

Brian Haught, PE
Project Manager



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

Request For Quote

Submitted To:	Performance Paving	Contact:	Tommy Tuttle
Address:	12031 N Colony Dr #110 Fountain Hills, AZ 85268	Phone:	(480) 816-5305
		Fax:	(480) 816-1949
Project Name:	2018.04.17 Granite Mtn 95%	Bid Number:	
Project Location:		Bid Date:	
Estimator:			

Asphalt

Line#	Item #	Description	Quantity	UM	Unit Price	Total Price
	3	Asphalt (3/4" Mix)	7,392.00	SY	\$14.75	\$109,032.00
	4	Aggregate Base (Asphalt)	7,392.00	SY		
	Offsite-3	Offsite-3 Aggregate Base (Asphalt)	1,112.00	LS		
	Offsite-4	Offsite-4 Asphalt (3/4" Mix) Includes maricopa edge	1,112.00	SY	\$17.45	\$19,404.40

Striping & Signage

Line#	Item #	Description	Quantity	UM	Unit Price	Total Price
	11	Striping	1.00	LS		\$1,628.00
	12	Signs (Supply & Install)	1.00	LS		
	Offsite-5	Offsite-5 Signage	1.00	LS		\$450.00
	Offsite-6	Offsite-6 Striping Obliteration is only black paint & all paint is not thermal	1.00	LS		\$725.00

General Notes:

- Project location is 31402 N. 136th Street, Scottsdale, AZ 85262
- This RFP (Granite Mtn TH) is one part of a two part CMAR awarded to Valley Rain Construction. Both projects will be running simultaneously. Any multiple awards must have man power to run scopes at each project concurrently. You may find the other project documents (Frasefield TH) Below:

<https://valleyrain.box.com/s/kqhrq7ezgaf7auo4mlr8voga86wzrpoa>

Added 1.5% for Bonds

- All proposals are due to Valley Rain for this site package by May 1st, 2018, 3 P.M.

• Water access is five miles away from the project.

Contractor is NOT providing construction water at site. Valley Rain will provide meter only at hydrant, all water for construction use is to be trucked in by subcontractors from point of connection 5 miles from the project.

- Quantities shown on bid schedule are provided for informational purposes only. The bidder is responsible for verifying quantities used. Proposals are considered LUMP SUM. Unit costs will be used as needed for any changes to contract.
- Project has a NTP in July, 2018 with a 9 month duration expected.
- Please see link to plans for Granite Mountain TH below:

<https://valleyrain.box.com/s/vmvd44s0s4ifv3rvfs5x7wzxfvj6eq3>

- These project documents are not complete. If you find discrepancies or issues, please contact Valley Rain for clarifications. Be sure to list all assumptions on your proposal.
- This project will also contain a building package that is to be released for bid by the first week of may.
- Please note that this project will have access for the public to the trail. A phasing plan can be found in the folder. Plan all mobilizations and production accordingly.

L & L Asphalt LLC

P.O. Box 73440
Phoenix, AZ 85050

Voice: 623-434-1200

Fax: 623-434-1202

City of Phoenix Certified WBE/DBE/SBE



PROPOSAL

Proposal Number: 3427B
Proposal Date: May 7, 2018
Page: 1

Asphalt ROC 215796

To: Valley Rain Construction Corp. 1614 E. Curry Road Tempe, AZ 85281 Phone 480-894-2835

Job Name and Location: Valley Rain Construction Corp. Granite Mountain 31402 N 136th Street Scottsdale, AZ ABC & Asphalt
--

Customer Phone Number	PO Number	Sales Rep Name
480-894-2835		
Customer Fax Number	Customer Contact	Payment Terms
480-966-2704	Byron Burkholder	Net 30 Days

L & L Asphalt will furnish all labor, equipment, and materials to complete the scope of work as listed below for the unit prices below;

Quantity	Unit	Description	Unit Price	Amount
7,430.00	SY	Furnish/Place/Shape & Compact 6" Thick MAG SPEC ABC. (VALLEY RAIN TO PROVIDE SUBGRADE PREP & GRADE TO +/- 1/2")	10.50	78,015.00
7,430.00	SY	Permanent Asphalt Pavement 3" Thick With R-3/4 EVAC Approved Asphalt Mix.	14.00	104,020.00
1,112.00	SY	OFFSITE-Furnish/Place/Shape & Compact 6" Thick MAG SPEC ABC. (VALLEY RAIN TO PROVIDE SUBGRADE PREP & GRADE TO +/- 1/2")	12.50	13,900.00
1,112.00	SY	OFFSITE-Permanent Asphalt Pavement 3" Thick With R-3/4 EVAC Approved Asphalt Mix.	16.00	17,792.00
670.00	LF	OFFSITE- Thick edge Per MAG 201 Type A.	2.50	1,675.00

INCLUSIONS:

1. Apply tack coat to edges only.
2. One (1) mobilization included, additional mobilizations will be charged at \$1950.00 per occurrence.
3. Payment based on actual field measurements and thicknesses.

Add 2 Mobs
based on Phasing
Plan

EXCLUSIONS: (Items listed are excluded from price unless noted otherwise.)

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Bond, Taxes and Permits/ Sales Tax On Material. 2. Testing (On or Off-Site). 3. Surveying/Layout. 4. Water supply and usage charge. 5. Traffic Control/Barricades of any kind. | <ol style="list-style-type: none"> 6. Asphalt Milling/Sawcutting Of Any Kind. 7. Utility Adjustments 8. Subgrade Preparation Of Any Kind. 9. Stamped or decorative asphalt. 10. Premium(Overtime) & Weekend Work. 11. Prime Coat/Crack Fill/Seal Coat/Slurry Seal. |
|---|--|

Added 1.5%
Bonds

SPECIAL PROVISIONS:

1. This proposal is valid until June 30, 2018. If work is scheduled after that time we reserve the right to revise our prices based on the increases.

Subtotal	Continued
Sales Tax	Continued
TOTAL PROPOSAL AMOUNT	Continued

Rita Lawrence: Rita@llasp.com
Doerfler: JohnDoerfler@yahoo.com

L & L Asphalt, LLC

Date

Accepted By: Valley Rain Construction Corp

Date



L & L Asphalt LLC

P.O. Box 73440
Phoenix, AZ 85050

Voice: 623-434-1200

Fax: 623-434-1202

City of Phoenix Certified WBE/DBE/SBE

Asphalt ROC 215796

**PROPOSAL**

Proposal Number: 3427B

Proposal Date: May 7, 2018

Page: 2

To: Valley Rain Construction Corp. 1614 E. Curry Road Tempe, AZ 85281 Phone 480-894-2835

Job Name and Location: Valley Rain Construction Corp. Granite Mountain 31402 N 136th Street Scottsdale, AZ ABC & Asphalt
--

Customer Phone Number:	PO Number:	Sales Rep Name:
480-894-2835		
Customer Fax Number:	Customer Contact:	Payment Terms:
480-966-2704	Byron Burkholder	Net 30 Days

L & L Asphalt will furnish all labor, equipment, and materials to complete the scope of work as listed below for the unit prices below;

Quantity	Unit	Description	Unit Price	Amount
1.00	EA	Jobsite Mobilization (AS NEEDED FOR PHASING) MATERIAL PRICE GOOD TILL 12/31/18. EXCLUDES PLACEMENT OF ABC IN PARKING STALLS.	1,950.00	1,950.00

INCLUSIONS:

1. Apply tack coat to edges only.
2. One (1) mobilization included, additional mobilizations will be charged at \$1950.00 per occurrence.
3. Payment based on actual field measurements and thicknesses.

EXCLUSIONS: (Items listed are excluded from price unless noted otherwise.)

- | | |
|--|--|
| 1. Bond, Taxes and Permits/ Sales Tax On Material. | 6. Asphalt Milling/Sawcutting Of Any Kind. |
| 2. Testing (On or Off-Site). | 7. Utility Adjustments |
| 3. Surveying/Layout. | 8. Subgrade Preparation Of Any Kind. |
| 4. Water supply and usage charge. | 9. Stamped or decorative asphalt. |
| 5. Traffic Control/Barricades of any kind. | 10. Premium(Overtime) & Weekend Work. |
| | 11. Prime Coat/Crack Fill/Seal Coat/Slurry Seal. |

SPECIAL PROVISIONS:

1. This proposal is valid until June 30, 2018. If work is scheduled after that time we reserve the right to revise our prices based on the increases.

Subtotal	217,352.00
----------	------------

Sales Tax	
-----------	--

TOTAL PROPOSAL AMOUNT	217,352.00
------------------------------	-------------------

Rita Lawrence: Rita@llasp.com
Doerfler: JohnDoerfler@yahoo.com


L & L Asphalt, LLC

5/7/18
Date

Accepted By: Valley Rain Construction Corp

Date





Proposal

Description: Granite Mountain Trailhead
Date: 5/4/2018
Job Code: 13306
Wage Rate: Standard

per Sal 12.45 on 5-18
credit ABC is \$0.75 per sf
Add 2 Mobilizations = \$3000
Also grade to be +/- 0.10

Add 3% Bond Rate
per Sal- 5-21-18

4.75 without ABC

Line No.	Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description						
1	1	4" Sidewalk on 4" ABC	2,736.00	SF	\$5.47	\$14,965.92
2	10	6" PCCP 4" ABC	9,837.00	SF	\$7.38	\$72,597.06
3	3	Ribbon Curb 220 B	2,609.00	LF	\$17.21	\$44,900.89
Subtotal:						\$132,463.87
GRAND TOTAL:						\$132,463.87

6.63 without ABC

Proposal Certification

Notes:

All work to be as specified. All grade to be received per CPC Construction's directions, compacted and moisture conditioned. Price includes one mobilization. Additional mobilizations will be billed at \$1,500.00 each. Final billing will be based on field measurements. CPC reserves the right to bill for additional work performed not included on this proposal.

Bond Rate: varies per job

Valley Rains pricing for the walls were used due to licensing restrictions

Inclusions:

Labor
Equipment
Materials
Per Plans 04-16-18

Exclusions:

Any Item Not Specifically Included on this Proposal
Building Concrete
Gate Track and Footing
Catch Basins
Extruded Curb
Fence and Gate Footings
Removals
Compaction/Moisture Testing
Landscape Utility Repairs
Excavation/Backfill
Prevailing Wages
Saw Cutting
Joint Sealing
Loose Rip Rap
Irrigation Sleeves, Electrical Sleeves
Anchor Bolts, Embeds, Weld Plates
Unforeseen Conditions
All Sales Taxes

QTY per bid tab
1630 SY PCCP = 97,626.10
5605 SF Sidewalk=26,623.75
3530 LF Ribbon curb = 60,751.30
Monument Sign= 11,135.75
Entry Wall = 19,533.46
Mobs- 2 at 1500 each = 3,000
3% bond= 5539.11
Total =\$223,845.47



			Proposal				
Line No.	Pay Item No.	Description		Quantity	Unit of Measure	Unit Price	Total Price
		Subtotal Description					
		Bond Permits, Fees					
		Survey, Staking, Testing, Sampling					
		Dust Control					
		Hard Dig					
		Waterproofing					
		Spoil Hauloff					
		Overtime, Holiday Work, Night Work, Weekend work					
		Repair of Concrete Damaged by Others					
		Liquidated Damages					
		Concrete Washout Pan/Pit					
		Safety Railing					
		Trash Racks					
		Subgrade Preparation					
		Unforeseen Condition					
		ABC					

All material is guaranteed to be as specified. All work to be completed in a workman like 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 change over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Proposal is based on package pricing and can't be separated with out prior consent from CPC Construction. Upon acceptance of this proposal the General Contractor must incorporate this proposal and its entirety into the Subcontract Agreement in order for CPC Construction to perform the work specified.

CPC Construction LLC must be notified of the construction start date for the scope of work specified in this proposal (3) weeks prior to start date. CPC can not gaurantee a work force on-site if not notified in a timely manner.

This proposal is good for 30 Calendar Days.

Submitted By: Sal Alcantar

Complete Parking lots Inc.

1210 E. GILBERT DR.
 TEMPE, AZ 85281

Estimate

Date	Estimate #
5/3/2018	9-5526

Phone # (480) 695-2894 Fax # (480) 655-8091 E-mail billy.cpl@cox.net

Name / Address
VALLEY RAIN CONSTRUCTION 1614 E. CURRY RD. TEMPE, AZ. 85281

Job Name and Location
Granite Mountain Trailhead Scottsdale, AZ

Qty	Description	Rate	Total
6,879	on site striping & signs		
	4" WHITE PAINT	0.50	3,439.50
8	ada sign	250.00	2,000.00
1	R1-1-30 HIP	300.00	300.00
	SUB TOTAL		5,739.50
1,950	off site striping & signs		
	Obliteration stripe; We will dispose all debris generated from waterblasting as directed by prime contractor onsite. Prime contractor accepts all responsibility for the waste material to include liquid waste.	0.75	1,462.50
1	Move In for obliteration	1,500.00	1,500.00
3	arrow paint	60.00	180.00
1,400	4" YELLOW PAINT	0.25	350.00
450	8" WHITE PAINT	0.50	225.00
700	4" WHITE PAINT	0.50	350.00
30	12" PAINT	0.75	22.50
3	ARROWS 3m tape 380	350.00	1,050.00
1,400	4" YELLOW THERMOPLASTIC	1.00	1,400.00
450	8" WHITE THERMOPLASTIC	2.00	900.00
700	4" WHITE THERMOPLASTIC	1.00	700.00
30	12" THERMOPLASTIC	3.00	90.00
45	RPM Installed	7.00	315.00

THIS BID EXCLUDES POWER WASHING, TRAFFIC CONTROL,
 SURVEYING, PERMITS AND BARRICADES

This Bid / Estimate must be included as an attachment in the contract with the prime contractor and shell supersede any conflict in terms in the contract with prime contractor

Total \$14,284.50

From: Skip Schultz <skip@falcon-contracting.com>
Sent: Friday, May 04, 2018 3:29 PM
To: Sami Dannaoui
Subject: RE: Granite Mountain Trailhead

Hi Sami,
The steel water jet cut handicaps are priced at
\$250 each or a total of \$2000.00. So the pricing without the handicaps is \$4842.00 for all the rest of the on-site.
Regards,

Skip

Schultz



ROC A15-168973; CR38-277976

11030 N. 21st Avenue
Phoenix, AZ 85029
Phone: 602-944-3614
Fax: 602-944-3617
Mobile: 602-722-0098
skip@falcon-contracting.com

From: Sami Dannaoui [<mailto:SDannaoui@valleyrain.com>]
Sent: Tuesday, May 1, 2018 5:07 PM
To: 'Skip Schultz' <skip@falcon-contracting.com>
Cc: 'Nikki Schultz' <nikki@falcon-contracting.com>; morgan@falcon-contracting.com; Jeff Rees <jrees@valleyrain.com>
Subject: RE: Granite Mountain Trailhead

Hey skip,
Thank you for the quote.
Can you please break out the metal symbols from striping?
Thank you

Sami Dannaoui, Project Engineer
Office: 480.894.2835; Cell: 480.387.7754



www.valleyrain.com

From: Skip Schultz [<mailto:skip@falcon-contracting.com>]
Sent: Tuesday, May 01, 2018 11:38 AM
To: Sami Dannaoui
Cc: 'Nikki Schultz'; morgan@falcon-contracting.com
Subject: Granite Mountain Trailhead

Item 11 Striping (on-site – includes metal handicap stall symbols) \$6842.00
Item 12 Signs (supply and install) includes all onsite signage per plans \$3775.00
Offsite-5 Offsite signage \$1150.00
Offsite-6 Offsite striping (includes obliteration, seal over obliteration, initial paint and final coat @ 30 days; also symbols in 3M 380 material) \$7948.00

Call with questions.

NOTE: Taxes are not included in our quoted pricing. Per the new Arizona laws, vendors are collecting taxes at the time of material purchase. We will require a Form 5005 to present to our vendors as proof of tax liability responsibility, to avoid taxes being added to our purchase price.

Standard state of Arizona insurance is provided. No traffic control, survey, special cleaning, or materials not listed above are included. Davis Bacon/Prevailing wage is not acknowledged. Addendums acknowledged. N/A

Quote is valid for 60 days.

Regards,

Skip Schultz



ROC A15-168973; CR38-277976

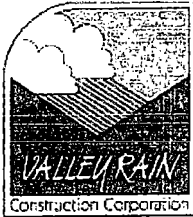
11030 N. 21st Avenue
Phoenix, AZ 85029
Phone: 602-944-3614
Fax: 602-944-3617
Mobile: 602-722-0098
skip@falcon-contracting.com

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--(Scanned by Message Lab)---

--(Scanned by Message Lab)---

Attn: Jeff Rees



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

Request For Quote

Submitted To: Caliente Ironworks	Contact: Mark Coffey
Address: PO BOX 899 Carefree, AZ 85377	Phone: (623) 465-5389
	Fax: (632) 465-5389
Project Name: 2018.04.17 Granite Mtn 95%	Bid Number:
Project Location:	Bid Date:
Estimator:	
Attachments: Host Gate Concept.pdf	1920.00/ ea Total: 3840.00/

Steel

Line#	Item #	Description	Quantity	UM	Unit Price	Total Price
13		Steel Wheel Stops F.O.B.	36.00	EACH	215.00/	7740.00/
16		Sign Plate Steel (Supply & Install) (MAIN SIGN)	1.00	EACH	NOT BID (SIGN CO. SCOPE)	
18	*	Entry Gate With System Complete EMBEDS, TRAIL F.O.B. WE INSTALL (OPERATOR READY) - NO OPERATOR NO CONCRETE	1.00	EACH	4800.00/	4800.00/ *
19		Manual Gate (APS Entrance)	1.00	EACH	2600.00/	2600.00/
20		Manual Gate (Host Site)	2.00	EACH	2200.00/	4400.00/
21		Well Enclosure Complete	1.00	EACH	3450.00/	3450.00/
22		Transformer Enclosure Complete	1.00	EACH	2760.00/	2760.00/
24		ADA Laser Cut Symbol	0.00	EACH	NOT BID (SIGN CO. SCOPE)	
26		Steel Header (2/H2.3) F.O.B.	631.00	LF		3786.00/
27		Steel Edging (3/H2.3) F.O.B.	1,236.00	LF		7416.00/

General Notes: BOLLARDS #24 H.2.2 PER EACH F.O.B. - 200.00/ EACH SIGN POSTS #32 H.2.2 F.O.B. 225.00/ EACH

- Project location is 31402 N. 136th Street, Scottsdale, AZ 85262
- This RFP (Granite Mtn TH) is one part of a two part CMAR awarded to Valley Rain Construction. Both projects will be running simultaneously. Any multiple awards must have man power to run scopes at each project concurrently. You may find the other project documents (Frasefield TH) Below:

<https://valleyrain.box.com/s/kghrq7ezqaf7aup4mlr8voga86wzrpoa>

- All proposals are due to Valley Rain for this site package by May 1st, 2018, 3 P.M.
- Water access is five miles away from project.** Contractor is NOT providing construction water at site. Valley Rain will provide meter only at hydrant, all water for construction use is to be trucked in by subcontractors from point of connection 5 miles from project.
- Quantities shown on bid schedule are provided for informational purposes only. The bidder is responsible for verifying quantities used. Proposals are considered LUMP SUM. Unit costs will be used as needed for any changes to contract.
- Project has a NTP at July, 2018 with a 9 month duration expected.
- Please see link to plans for Granite Mountain TH below:

<https://valleyrain.box.com/s/vmvd44s0s4ifv3rvfs5x7wzxfvj6eq3>

- These project documents are not complete. If you find discrepancies or issues, please contact Valley Rain for clarifications. Be sure to list all assumptions on your proposal.
- This project will also contain a building package that is to be released for bid by the first week of may.
- Please note that this project will have access for the public to the trail. A phasing plan can be found in the folder. Plan all mobilizations and production accordingly.

SUBMITTED BY:

30 DAY QUOTE

4/20/2018 3:28:02 PM

Page 1 of 1

[Signature]

4-24-2018

CALIENTE IRONWORKS INC.
G.M.

SEE ADDED ITEMS BELOW LINE ITEM BOX.



2018-095-COS
Exhibit C - Page 219 of 244

Estimate

Bar T Equipment Service, Inc.

2646 S. 19th Ave.
Phoenix, AZ 85009
623-377-8492
ROC 281155 (CR56)
ROC 308624 (KB-1)
ROC 309542 (CR24)

Reference No.: 18220
DATE: May 2, 2018

EXPIRATION DATE: June 1, 2018

To: Valley Rain
Name: Jeff Rees

SALESPERSON			PROJECT		
Don Bassett (623) 694-5180 dbassett@bartequipment.com			Granite Trailhead		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	
13	36	Each	Fabricate 3" galvanized wheel stops with 1" round bar, no installation	\$210.00	\$ 7,560.00
19	1	Each	Fabricate manual gate at APS entrance using 3x3x1/4 square tube, No installation	\$3,372.00	\$ 3,372.00
20	1	Each	Fabricate manual gate at Host site using 3x3x1/4 square tube, No installation	\$2,070.00	\$ 2,070.00
21	1	Each	Fabricate well enclosure using 16 gauge panels and 3x3x1/4 posts includes installation	\$5,438.00	\$ 5,438.00
22	1	Each	Fabricate Transformer enclosure using 16 gauge panels and 3x3x1/4 posts, includes installation	\$4,099.00	\$ 4,099.00
26	631	LF	Fabricate steel header using 1/4"x12" plate with 3/16"x1"x12" steel stakes to secure header material, No installation	\$12.50	\$ 7,887.50
27	1,236	LF	Fabricate steel edging using 1/4"x12" plate with 3/16"x1"x12" steel stakes to secure header material, No installation	\$12.50	\$ 15,450.00
			NOTEPrice subject to change upon receipt of architectural pages missing from plans.		

Excludes delivery on uninstalled items.

Price subject to change due to fluctuating steel market and possible pending government tariffs.

This quote is valid for the specifics called out above. Any changes in dimensions, materials, quantities, or otherwise may alter the price set forth in this quote. Any and all taxes to be charged at time of invoicing where applicable by law.

\$ 45,876.50

SUBTOTAL: \$ 45,876.50

To accept this quotation, please sign here & print name or
issue a purchase order or subcontract and return:

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS WORK FOR YOU!

Cave's Canopies & Steel, Inc.
3621 S. Meridian
Apache Junction, AZ 85120

Office: 480-982-0890
Fax: 480-982-1083
Cell: 480-332-7950

AZ ROC 144318
Web: www.cavescanopies.com
E-Mail: cavescanopies_stacey@outlook.com

Subject to the following Inclusions, Exclusions, Terms and Conditions: Standard wages in shop, Standard wages on site, standard work week hours, good access with solid flooring for lifts.

SCOPE OF WORK:

We propose to detail, Furnish Material, Fabricate, deliver and erect the structural and miscellaneous steel in accordance with issued plans and specifications last modified, **(Dated 04/17/18)** except as may be noted in our inclusions, clarifications, exclusions, term and conditions.

This offering includes the following:

We Propose to F.O.B. to Jobsite, Furnish Materials, Fabricate and Erect ALL:

- Shop Drawings and Placement Plans (Electronically Submitted)
- (36) Steel Wheel Stops (FOB-IBO) \$350 each / \$12,700.00 total
- (1) Sign Plate Steel (Supply and Install- Less verbiage, City of Scottsdale logo) \$7,500.00 total
- (1) Entry Gate with system complete (gate and embeds, less electric) \$14,000.00 total
- (1) Manual Gate (APS Entrance- less concrete) \$4,500.00 total
- (1) Manual gate (Host Site - less concrete) \$4,500.00 total
- (1) Well enclosure Complete (per A3.1 – less concrete) \$6,500.00 total
- (1) Transformer Enclosure Complete (per A3.1 – less concrete) \$6,500.00 total
- (8) ADA Laser Cut Symbols (IBO) \$3,500.00 each / \$28,000.00 total
- (631 LF) 3" Steel Headers (2/H2.3) (FOB-IBO) \$5.20 each / \$3,300.00 total
- (1,236 LF) 4" Steel Edging (3/H2.3) (FOB-IBO) \$10.20 each / \$12,607.20 total

For the Sum of \$104,507.20

PRICING IS INCLUSIVE OF TOTAL SCOPE ACCEPTANCE

NOTE: ANYTHING NOT QUOTED CAN BE ADDED AS AN ALTERNATE OR ADDITIONAL QUOTE AND/OR CHANGE ORDER.

EXCLUDED: PERMITS, SPECIAL INSPECTIONS, TAXES, CONCRETE, ELECTRICAL AND SOME ITEMS INSTALLED BY OTHERS - (IBO)

This proposal needs to be part of the contract as an exhibit.

Clarifications:

1. The design team is fully responsible for and errors. Omissions, conflicts, code violations and improper use of materials, if shown on bid documents. Cave's Canopies and Steel has prepared this quotation on the measured quantities as specifically shown on the drawings. If during the preparation of shop drawings, we discover errors, omissions or conflicts that affect pricing, Cave's Canopies and Steel will immediately submit change orders relative to such cost,
2. Per AISC Code of Standard Practice for Steel Buildings and Bridges Section 1, paragraph 1.5 and Section 4, paragraph 4.2 the design team is responsible for the suitability, adequacy and legality of the design and the Engineer-of-Record has the final and total responsibility and the adequacy and safety of the structure. Cave's Canopies and Steel does not provide engineering stamps on our erection or fabrication drawings for structural steel, if such stamp is required it will be by the Engineer-of-Record.
3. Any agreement as to schedule or proposed schedule is based on availability of Materials, Detailers, Joist Manufacturers and Bid Documents in hand at the time of award. Circumstances such as revisions to bid documents after projects have commenced, especially those that affect joist manufacturing, can and will impact agreed upon schedule, this is beyond our control. Response to RFI's and all RFI's and Drawing Submittals are responded to in the timely manner.
4. Extras due to repairing damage or mistakes of other trades will NOT be performed by Cave's Canopies Steel Unless a written change order is given to Cave's Canopies and Steel on your letter head, and we can bill for this work upon its completion, and Cave's Canopies and Steel can receive payment within 30 days, NO holdback otherwise the responsible trade can repair their own damage.
5. Our standard insurance as follows: 2,000,000 gen. liability, 1,000,000.00 auto, 1,000,000.00 workers compensation. (Note; some additional insured forms/subrogation's may be an additional charge).

This offering excludes that following:

Specific Exclusions: *(simpson/other brackets)*

- 1.) Anything Not Specifically Listed Above

General Exclusions:

Access Doors, Panels & Hatches

Acoustical insulation installed by others

Anchorage Devices for other Trades

Backup Plates for the other Trades

Barricades, Fences, Lights, Shoring and other devices necessary for the safety of other than our workmen.

Bolts, Wood to Wood, Wood to Masonry, Hardware for other Trades

Bonds
Bike Racks of Any Kind (UNO)
Bituminous Coating/Fire Proofing
Brackets, Hangers and frames for other trades
Burglar bars (unless not on pg 1)
Cast iron items
Catch Basins
Caulking and Sealant
Concrete Pour Footing for Gates, Fence, Rail or Columns
Core Drilling
Cutting and Drilling to Accommodate Other Trades
Demolition
Design or Engineering
Dowels, Sleeve
Down Spouts, Scuppers
Embedded Steel in precast
Field Painting
Finish, Paint
Field Welding of reinforcing steel to Structural Steel
Flag Poles of Any Kind
Floor and Roof Hatches
Ornamental Fencing
Grouting or Dry Packing
Gauge Metals, punched or un-punched studs
Glue-Lam Hardware
Inspections, Testing and Preparation for some (Cost of)
Installing of acoustical roofs insulation by others.
Holes through Lintels for Jamb Reinforcement
Joist hangers not welded to steel
Ladder Extensions or Ladder ups
Louvers, Vents, Screens, Grills and/or Frames for the same
Manufactured Items Such as Powers, Simpson, Tcco, Artcor, Etc.
Masonry and Concrete Accessories
Nailer Holes in Embedded Steel Items
Pipe Sleeves for other Trades
Preparation of other work to receive our Steel
Reinforcing Steel
Removal and/or Relocation of Existing Items
Setting of Bearing and Embed Plates
Shims for other Trades
Shoring
Site Fence or Gates
Stair Nosing's
Stamped calcs. Or Drawing by a Registered Engineer

Steel Shown on Civil, Landscaping, Electrical, Mechanical, or Plumbing Drawings
Steel Curbing
Steel Forms
Supports for other Trades
Taxes, State, City or Local
Temporary Bracing at Connections
Unistrut and Similar Items
Wire mesh Panels or Partitions
Z-Bars in Masonry

Terms and Conditions:

No State, County, or City Sales Taxes or permits are included in this bid

This proposal and our quote number shall be part of any future contract or purchased order resulting from this quote.

If erection is included in this quote, level, clean and safe access shall be provided for erection equipment and materials.

Net / 30 days with progressive payments

All line and grade shall be the responsibility of others, Per AISC, prior to column erection, one (1) grade nut at each bolt cluster shall be set at proper elevation by Customer. If leveling plates are used, customer shall set plates to grade.

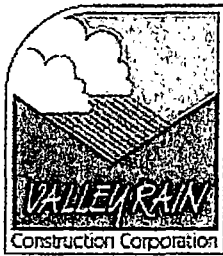
This proposal is subject to acceptance within **30 days** from the date tendered and shall be subject to satisfactory arrangement of details. The Code of Standard Practice of the American Institute of Steel Construction, Ninth Edition, 1989, is hereby made a part of this proposal and shall govern in all matters to which it is applicable not otherwise provided herein.

We propose to provide this Project as Described above,

For the lump sum price- See Page 1 &2 Less Adds Excluding Tax
Delivery Date: Per your schedule

Thank you for the opportunity to quote on this project.

Sincerely,
Darrell Cave
President



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

Request For Quote

Submitted To:	Cave's Canopies And Steel, Inc.	Contact:	Stacey
Address:	3621 S Meridian Rd Apache Junction, AZ 85120	Phone:	480-982-0890
Project Name:	2018.04.17 Granite Mtn 95%	Fax:	480-982-1083
Project Location:		Bid Number:	
Estimator:	Darrell Cave	Bid Date:	5-1-18
Attachments:	Host Gate Concept.pdf		

Steel

Line#	Item #	Description	Quantity	UM	Unit Price	Total Price
13		Steel Wheel Stops	36.00	EACH	350	12600 - FOB IBO
16		Sign Plate Steel (Supply & Install) *	1.00	EACH	7500	7500
18		Entry Gate With System Complete *	1.00	EACH	14,000	14000 Less Elec
19		Manual Gate (APS Entrance)	1.00	EACH	4500	4500 Less concrete
20		Manual Gate (Host Site)	2.00	EACH	4500	9000 Less concrete
21		Well Enclosure Complete A3.1	1.00	EACH	6500	6500 Less concrete
22		Transformer Enclosure Complete A3.1	1.00	EACH	6500	6500 Less concrete
24		ADA Laser Cut Symbol 8 Locations	0.00	EACH	3500.00	28000 - FOB
26		Steel Header (2/H2.3) 3"	631.00	LF	\$5.20	3300 FOB IBO
27		Steel Edging (3/H2.3) 4"	1,236.00	LF	\$10.20	12607.20 FOB IBO

General Notes:

- Project location is 31402 N. 136th Street, Scottsdale, AZ 85262
- This RFP (Granite Mtn TH) is one part of a two part CMAR awarded to Valley Rain Construction. Both projects will be running simultaneously. Any multiple awards must have man power to run scopes at each project concurrently. You may find the other project documents (Frasefield TH) Below:

<https://valleyrain.box.com/s/kqhrq7ezaf7auo4mlr8voga86wzrpqa>

- All proposals are due to Valley Rain for this site package by May 1st, 2018, 3 P.M.

Water access is five miles away from project.

Contractor is NOT providing construction water at site. Valley Rain will provide meter only at hydrant, all water for construction use is to be trucked in by subcontractors from point of connection 5 miles from project.

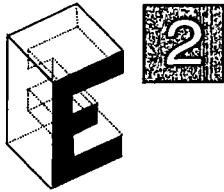
- Quantities shown on bid schedule are provided for informational purposes only. The bidder is responsible for verifying quantities used. Proposals are considered LUMP SUM. Unit costs will be used as needed for any changes to contract.
- Project has a NTP at July, 2018 with a 9 month duration expected.
- Please see link to plans for Granite Mountain TH below:

<https://valleyrain.box.com/s/vmvd44s0s4ifv3rvfs5x7wzxfvj6eg3>

- These project documents are not complete. If you find discrepancies or issues, please contact Valley Rain for clarifications. Be sure to list all assumptions on your proposal.
- This project will also contain a building package that is to be released for bid by the first week of May.
- Please note that this project will have access for the public to the trail. A phasing plan can be found in the folder. Plan all mobilizations and production accordingly.

* Gate/Embeds

* Steel only Less Verbage/CofS Logo



E² INNOVATIONS, INC.

4001 North 28TH Avenue - Phoenix, Arizona 85017

Phone: (602) 212-9515 - Fax: (602) 212-9512

e-mail e2i@e2innovations.com , Web: www.e2innovations.com

May 1, 2018

Jeff Rees
Valley Rain Construction Inc.
1614 E. Curry Road
Tempe Arizona 85281

Quote #A7491

Dear Jeff:

We are pleased to present you with the following quotation for the Granite Trailhead project. The quote is in accordance with the plans you provided, our subsequent communication, and the following descriptions for the items of work:

Supply Wheel Stops: Fabricated from 2.5" Sched. 40 pipe at a 7' length with 1" dia. solid stock posts with a mechanically rusted finish with no clear sealer. Does not include installation.

Supply & Install Steel Sign: The monument sign will be fabricated from 3/8" steel plate, 1/4" thick aluminum flat cut out letters, and a 1/4" thick x 18" dia. cast aluminum COS seal. The steel plate will have a no finish and will rust over time.

Supply & Install APS Access Gate: Mechanical rust finish with no clear sealer.

Supply & Install Host Access Gate: Utilizes the same size tubing as designed for the Access gate and includes a mechanical rust finish with no clear sealer.

Steel Enclosures: Fabrication and installation with a mechanical rust finish with no clear sealer for the 16g steel panels only.

Supply 1/4"x 5" Steel Header w/Stakes: Supply steel flat bar & stakes. After the header and stakes are installed by others, we will tackweld the stakes to the edging in the field. There is no finish.

Supply 1/4"x 8" Steel Edging w/Stakes: Supply steel flat bar & stakes. After the edging and stakes are installed by others, we will tackweld the stakes to the edging in the field. There is no finish.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price/pc</u>	<u>Amount</u>
13	Supply Wheel Stops (As Described Above)	36	\$158.00	\$5,688.00
16	Supply & Install Steel Sign (As Described Above)	1	\$8,900.00	\$8,900.00
19	Supply & Install APS Access Gate (As Described Above)	1	\$8,100.00	\$8,100.00
20	Supply & Install Host Access Gate (As Described Above)	2	\$6,600.00	\$13,200.00
21	Steel Enclosure Well (As Described Above)	1	\$6,200.00	\$6,200.00
22	Steel Enclosure at Transformer Pad(As Described Above)	1	\$4,550.00	\$4,550.00
26	Supply 1/4"x5" Steel Header w/Stakes	631'	\$7.00/ft	\$4,417.00
27	Supply 1/4"x8" Steel Edging w/Stakes	1,236'	\$8.50/ft	\$10,506.00

Prices do not include applicable sales tax. The quote does not include any concrete or cmu walls, structural analysis, or surveys.

Order confirmation given upon acceptance and return of signed quotation or receipt of a purchase order. Delivery time will be scheduled upon order confirmation. Full payment is due on delivery. Arizona Tax Exemption Certificate 5000 must be on file prior to your order's being invoiced. If invoice is processed with tax a refund will not be issued. The customer is responsible to pay all applicable sales tax on the order. Prices quoted are valid for 30 days.

We look forward to working with you and servicing your metal cutting and fabrication needs. If you have any questions, please don't hesitate to contact me at 602-212-9515.

Sincerely,

Eric S. Bolze, P.E.

Accepted

Date

Exhibit C - Page 227 of 244

HAWKEYE ELECTRIC, INC.

10 S. ROOSEVELT AVE. CHANDLER, AZ. 85226 PHONE: (480) 784-6800 FAX: (480) 784-6860



Date: **5/21/2018** Reference: **Granite Site Primary & Secondary Electrical Proposal**

Transmitted to: **Tony Viola**

From: Pete Trowbridge

Email: **tony@valleyrain.com**

Direct: **480-374-4120** Email: pete@hawkeyeelectric.com

Company: **Valley Rain Construction Corporation**

Office No. 480-894-2835

Cell: 602-505-8218

WE PROPOSE TO FURNISH AND INSTALL ALL LABOR AND MATERIAL REQUIRED FOR A COMPLETE ELECTRICAL INSTALLATION IN ACCORDANCE WITH:

X Plans and Specifications

X Listed Clarifications

WE QUOTE ELECTRICAL / 16000

X Local Codes

X Comments Below

ELECTRICAL PLANS/SPECS

BASE BID PROPOSED AMOUNT	See breakout numbers below
---------------------------------	-----------------------------------

Alternates:

1.	APS Conduit primary and secondary conduits shown on APS Engineering Sheets 1&2 of 2	\$ 21,160.00
2.	Private conduit run shown on ES1-0 from Main Structure to Future Gate	\$ 4,870.00
3.		\$

HAWKEYE AUTHORIZED SIGNATURE

1. THIS PROPOSAL IS FIRM FOR 30 DAYS

2. INSTALLATION IS GUARANTEED FOR ONE YEAR

OWNER APPROVAL SIGNATURE

<i>SPECIFIC INCLUSIONS:</i>
Trenching & Backfill
Dust Control for Hawkeye Operations
Furnish and install 2" primary and 2-1/2" secondary per APS plans
Transformer Pad(s)
Pull Box(s)
Transformer pad grounding
Pricing based on design shown in ES1.0 dated 4/16/18 and APS plans dated 1/12/18 sheets 1-2

SPECIFIC EXCLUSIONS:
Export of Spoils, traffic control, boring, barricading
Materials testing
Service Entrance section or Meter Pedestal
Utility company fees
Conductors
Grounding of gate system
Light Fixtures
Pits are to be dug by utility company
Asphalt &/or Concrete Sawcutting and/or Patchback
Work described as being by APS and/or by SRP

Item Description	INCLUDED	EXCLUDED
Permits		XXX
Sales Tax		XXX
Bond		XXX
Trenching	XXX	
Job Storage		XXX
Job Office		XXX
Overtime		XXX
Demolition		XXX
Dumpster For Demo		XXX
Primary Service	XXX	
Secondary Service	XXX	
Temporary Power		XXX
Telco Service		XXX
Landscape Repairs		XXX
Concrete Pole Bases		XXX
Special Tools/Lifts	XXX	

Item Description	INCLUDED	EXCLUDED
Switchgear		XXX
Site Lighting		XXX
Power Poles		XXX
Light Fixtures		XXX
Duct Detectors		XXX
Light Pole Survey		XXX
Generator and ATS		XXX
Lighting Controls		XXX
Concrete XFMR Pads	XXX	
Conc Encasement		XXX
AC Unit Connections		XXX
WP GFI Receptacles		XXX
Fire Alarm J-boxes		XXX
FA Drawings		XXX
Asphalt/Conc Patch		XXX

[illegible]

Kimbrell Electric, Inc.

**7593 North 73rd Drive
Glendale, AZ 85303
(602) 265-2111 Fax: (623) 931-9963**

PROPOSAL

May 4, 2018

**To: Valley Rain Construction Corp
Address: 1614 East Curry Road
Tempe, Arizona 85281
Ph: (480) 894-2835
Email: jrees@valleyrain.com
Attn: Jeff Rees**

Job Name/Location:

**Granite Mountain Trailhead
APS**

We hereby submit specifications and estimates for: **Electrical, per the following Plan(s) and Sheet(s) Numbers;**

Engineer: _____ Sheet(s) No.: _____ Plan Date: _____

Scope:

The price below represents the cost to supply and install APS trenching, conduit, J-boxes, bell holes, transformer pad, road crossing at 136th Street.
APS WO #WA401790 Dated 10/25/17 price also includes trenching, conduit, J-boxes, and pull string for gate opener.

Sales tax Value added to total

\$0.00

*Upon your Acceptance, All Terms and Conditions as Outlined in this Proposal, become a Part Of or an Attachment To the Contract.
Please Note Our Exclusions, below.*

Exclusions: Unless Otherwise Noted Above

Taxes, Bond, Permits, Atypical Insurance, Testing, Engineering Fees, Utility Charges, Painting, Saw Cutting, Allowance, Striping, Concrete & Asphalt Repair, Landscape Repair, Temporary Power, Patching, Foundation Removal, Survey, Non Electrical Sleeves, Private Utility locating, Hard dig or Rock Excavation, Spoil Removal & Haul Off, Traffic Control, Off Duty Police Officer, & Special Systems Wire, Trench Plates, Trench Protection, Charges for Powerline or De-Energizing Lines, Construction Water, Dust Control, Track Out, Staging Yard, Signage, Weekend or Overtime.

All Material Secured on site to be paid with Progress Payments.

We hereby propose to furnish material and labor - complete in accordance with the above specifications for the sum of: **\$38,968.00**

Note: This proposal is based on prices quoted for concrete, electrical conduit, wiring and other electrical products as of the date of this proposal. Due to rapidly rising prices in concrete, steel and copper, this proposal is subject to increase if products increase prior to the execution of a written agreement, by the amount of increases quoted by our intended suppliers and/or subcontractors.

(We will provide proof of any increase, upon request)

All material is guaranteed to be as specified. All work to be completed in a professional 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. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Ins.

Authorized Signature

John Kimbrell

Note: This proposal may be withdrawn by Kimbrell Electric, Inc., if not accepted within **15** days.

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

Signature

Date

"The Bitterness of Poor Quality, Lingers Long After the Sweet Low Price is Forgotten"



Date: 5/4/2018

Project Name: Granite Mountain Trailhead

Contract #: 203167

To: Valley Rain

Site Contact:

Contact Phone #:

Billing Address:

1614 E Curry Rd
Tempe, AZ 85281

Site Address:

31402 N 136th St
Scottsdale, AZ 85262

PROJECT DESCRIPTION:

To install a slide gate operator to a gate at Granite Mountain Trailhead. Include operator, loops, access control, Fire Dept. requirements.

EQUIPMENT:

1 qty HySecurity SlideSmart 25 gate operator with battery back up
1 qty Concrete operator pad
3 qty Saw cut/ prefabricated loops
2 qty Reno Detectors
1 qty Strobecom single tomar
1 qty Fire Dept. Knox switch
1 qty Fire Dept. padlock
1 qty 24v 24/7 timer
1 qty 4" post for tomar
1 qty Linear Ak-11 keypad
1 qty Custom gooseneck per spec and drawings H2.1/48

EXCLUSIONS: Power, conduits, concrete work, gates, gate posts, gate hardware, bonds, taxes, permits, Knox pad lock, remote transmitters.

NOTES:

1) To remove the gooseneck from this proposal a credit of \$240.00 will be given.

Bid Subtotal: \$8,361.01

Sales Tax: \$0.00

Bid Total: \$8,361.01

Anthony Gendill

Date

System Designer

Client

Date

Print Name



Date: 5/4/2018

Project Name: Granite Mountain Trailhead

Contract #: 203167

Terms:

50% **Down:** \$4,180.51
0% **At Start:** \$0.00
50% **Upon Completion:** \$4,180.51

Warranty:

1 Year(s) parts and labor during normal business hours. 24 hour service is available but not covered under warranty work.

ACCEPTANCE: This agreement, when signed by the BUYERS and KINETIC CONTROL CORP. dba PARKPRO, becomes a contract between the two parties in accordance to all laws and statutes governed by the State of Arizona. The BUYER agrees to the above payment terms and in the event it becomes necessary to employ an attorney or collection agency to collect the above amount or any portion thereof, it is agreed by and between the parties that the buyers shall be liable for all collection and court costs, if incurred. It is further agreed that title to the property herein contracted for, including any and all equipment and materials supplied, installed, or delivered to the jobsite shall remain property of KINETIC CONTROL CORP dba PARKPRO the seller, until such time as this contract is fully performed and all amounts paid. All property boundaries, variances, and permits for this project will be the responsibility of the owner, BUYER to assume all liability for damages to underground utilities. BUYER is responsible for location of underground utilities, including irrigation systems, not covered by Blue Stake Service. Past due invoices will be assessed late fees of 1.5% compounded monthly of the balance owed. Past due is defined as per the payment terms above. CONTRACTORS LICENSE CR-5 087776 & CR-5 160859. This contract is valid for 90 days.

From: Tony Viola
To: Jeff Rees
Cc: Sami Dannaoui
Subject: FW: Granite Mountain Trailhead Project
Date: Friday, May 04, 2018 3:46:03 PM

Please see attached proposal from 5G for the gate and operator.

Thank you
Tony

From: John Gray [mailto:john@fiveginc.com]
Sent: Friday, May 04, 2018 2:48 PM
To: Tony Viola
Cc: Byron L. Burkholder
Subject: Granite Mountain Trailhead Project

1. Furnish and install 4'-0" x 30'-0" slide gate and operator.
Price includes: 1 each 4'-0" x 30'-0" Slide gate with rust finish, 1 each HySecurity SlideSmart HD25 operator, 2 each Vehicle Traffic Loops, 1 each Through Beam Photo eye, 1 each Tomar Strobe Fire Department access device, 1 each Monitored Gate Edge, 1 each Dual position Gooseneck stand, 1 each Programable Digital key pad, 1 each KNOX Box for KNOX switch, 60ft of fabricated V-Track. One each lump sum \$ 16,224.00
2. Prices exclude: Taxes, permits, installation of V-Track, concrete bond beam, all electrical work-conduits-conductors-grounding-hook-up- Hi-power/Low-Power supply, embeds for CMU wall, more than one mobilization.

John Gray

Email - John@FiveGInc.com
Office - 602-437-0201
Cell - 602-370-0055

On May 3, 2018, at 7:45 AM, Tony Viola wrote:

Hi John
yes we are bidding it.

Thank you
Tony Viola

Sent from my iPhone

On May 3, 2018, at 6:33 AM, John Gray <john@fiveginc.com> wrote:

Tony are you bidding this project? John

John Gray

Email - John@FiveGInc.com
Office - 602-437-0201
Cell - 602-370-0055

On Apr 19, 2018, at 4:52 AM, John Gray wrote:

Good Morning Gentlemen! We would like to provide pricing for the Wrought Iron Gate and Operator Package for this project. Please advise when plans will be available. thanks john

John Gray

Email - John@FiveGInc.com
Office - 602-437-0201
Cell - 602-370-0055

---(Scanned by Message Lab)---

---(Scanned by Message Lab)---



1540 W. Happy Valley Road, Phoenix, AZ 85085
Phone: (623) 869-6757 Fax: (623) 869-6769 Email: info@nativresources.com
Visit us on the web: www.nativresources.com

PROPOSAL

Date	Number
05/02/18	NRIQ9055

This is NOT an invoice

To: VALLEY RAIN CONSTRUCTION CO
1614 E. Curry Road

Tempe, AZ 85281

Attn: Jeff Rees

Phone: 480-894-2835

Fax: (480)-966-1450

Project Name: Granite Mtn Trailhead- Plant Salvage

Job Location:

PO/Contract No.: _____

NRI Job No.: _____

Qty	Description	Unit	Unit Price	Ext. Price
Salvage Scope				
1	Salvage Trees- 47 total	ls	\$18,950.00	\$18,950.00
1	Salvage Saguaro- 1 total	ls	\$300.00	\$300.00
1	Salvage Barrels- 2 total	ls	\$50.00	\$50.00
1	Salvage Creosote and Jojoba- 30" Box average- 68 total	ls	\$6,800.00	\$6,800.00
Miscellaneous				
1	Nursery Setup	ls	\$950.00	\$950.00
9	Nursery Maintenance	mo	\$750.00	\$6,750.00
9	Transport Water- If Necessary	mo	\$950.00	\$8,550.00
1	Transport Costs for 47 trees to Fraesfeld	ea	\$2,950.00	\$2,950.00
20			\$3,445.59	\$3,445.59

Alternate costs:

Salvage Total \$45,820.59

Qty	Description	Unit	Unit Price	Ext. Price
	Replant Trees- 47 ²⁷ total- \$12,315		\$7,074.81	
	Replant Saguaro- 1 total- \$300			
	Replant Barrels- 2 total- \$50			
	-Installation of 60 Creosote and 8 Jojoba: \$4,920			
	Replant Total \$12,344.81			

Salvage Notes

- *GC responsible for all permits (dust control, salvage permit).
- *GC responsible for providing water, backflow preventor and all water costs.
- *If the nursery maintenance is more/less than the estimated 9 month time frame, please use the monthly unit cost as our unit price to bill.
- *Proposal assumes trees will be relocated to an area with a pressurized water source. If any additional piping is needed to connect nursery to a pressurized water source, a CO may be required.
- *NRI excludes backfilling of holes, but we can backfill holes for \$50 ea.
- *Warranty must be part of contract.
- *Pricing excludes roping scope, but if needed, NRI can install at \$.65 a linear feet.

Replant Notes:

- *Excludes any irrigation or maintenance to plant once installed.
- *Haul off of spoils by others.
- *Assumes 2 mobilizations and if there is any additional mobs a change order may need to be required.
- *Assumes access to install location for backhoe/loader, but if a crane is needed, a change order will be added.

STERLING SODABLASTING
COMMERCIAL ABRASIVE AND NON ABRASIVE BLASTING

PROPOSAL

4-26-2018

Valley Rain Construction corp
1614 E Curry Road
Tempe AZ 85281

Project description: Granite Mountain
Project location: 31402 N 136th Street Scottsdale AZ
Contact: Byron Burkholder
Contact number:

OPERATIONS	SQ FT	COST PER	COST
Abrasive blast concrete to achieve artistic contrast			
Heavy sandblast finish ADA aisle 4" wide	115	\$ 3.50	\$ 402.50
Owner supplied LF of 344'			
Blast mask for 4" line			\$ 300.00
Sandblast ADA symbol applied to cured concrete flatwork	8	\$240.00	\$1920.00
ADA sandblast stencil sublet	8	\$ 125.00	\$ 1,000.00
		Subtotal	\$ 3,622.50
Includes containment and disposal of spent media			
		Total	

SERVICES ARE ALL INCLUSIVE- EQUIPMENT, MEDIAS, FUEL, LABOR
ACCEPTED DEMONSTRATION REQUIRED TO COMPLETE AGREEMENT

APPROVAL FOR THIS PROPOSAL ACCEPTED UPON SIGNATURE AND DATE

AGENT _____ DATED _____
c/o _____

FOREVER STRIVING TO ACHIEVE QUALITY SERVICES THROUGH EFFICIENCY
-----THANK YOU FOR THE OPPORTUNITY TO QUOTE -----

ROLAND MAIER LEED-AP BD&C
602-576-2044 ROLANDES@GMAIL.COM



AMERICAN FENCE COMPANY, AMERICAN FENCE COMPANY, INC.,

AMERICAN FENCE COMPANY OF NEW MEXICO, INC.

P.O. Box 19040, Phoenix, Arizona 85005 – 2502 North 27th Ave., Phoenix, Arizona 85009

PHONE: (602)272-2333 **FAX:** (602)447-9981 **Toll Free:** 1-877-933-6336

Fax

To:	Sam	From:	Kirsten Plambeck
Company:	Valley Rain	Company:	American Fence
			kirsten.plambeck@americanfence.com
Phone:		Phone:	602-367-8227 (cell phone)
Fax:	480-966-1450	Fax:	602-447-9981
Date & Time	4/24/18	Pages:	2
Sending			(including cover)

Please review the attached quote for the temporary fence for the GRANITE MOUNTAIN TRAILHEAD project.

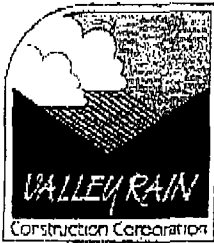
Call with any questions!

Thanks! Kirsten Plambeck 602-367-8227

Kirsten.plambeck@americanfence.com

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VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road

Tempe, AZ 85281

Phone: 480.894.2835, Fax: 480.966.1450

www.valleyrain.com

ROC: A-084744; B-01-085076

Request For Quote

Submitted To:	American Fence	Contact:	Raini Porterfield
Address:	2502 N 27th Ave Phoenix, AZ 85009	Phone:	602-734-2822
Project Name:	2018.04.17 Granite Mtn 95%	Fax:	
Project Location:		Bid Number:	
Estimator:		Bid Date:	4/24/18

Temp Fence

Add \$ 1 LF for 7 month

Line#	Item #	Description	Quantity	UM	Unit Price	Total Price
28		Temp Fence - Phase 1(4 Month)	2,220.00	LF	\$ 1.65 / FT	\$ 3649.80 + TAX
28		Temp Fence - Phase 2(2.5 Month)	1,720.00	LF	\$ 1.58 / FT	\$ 2720.76 + TAX
28		Temp Fence - Phase 3(2 Month)	1,300.00	LF	\$ 1.58 / FT	\$ 2057.16 + TAX

General Notes:

- Project location is 31402 N. 136th Street, Scottsdale, AZ 85262
- This RFP (Granite Mtn TH) is one part of a two part CMAR awarded to Valley Rain Construction. Both projects will be running simultaneously. Any multiple awards must have man power to run scopes at each project concurrently. You may find the other project documents (Frasfield TH) Below:

<https://valleyrain.box.com/s/kohrq7ezgaf7auo4mlr8voga86wzrpoa>

- All proposals are due to Valley Rain for this site package by May 1st, 2018, 3 P.M.
- **Water access is five miles away from project.**
Contractor is NOT providing construction water at site. Valley Rain will provide meter only at hydrant, all water for construction use is to be trucked in by subcontractors from point of connection 5 miles from project.
- Quantities shown on bid schedule are provided for informational purposes only. The bidder is responsible for verifying quantities used. Proposals are considered LUMP SUM. Unit costs will be used as needed for any changes to contract.
- Project has a NTP at July, 2018 with a 9 month duration expected.
- Please see link to plans for Granite Mountain TH below:

<https://valleyrain.box.com/s/vmvd44s0s4ifv3rvfs5x7wzxfvj6eg3>

- These project documents are not complete. If you find discrepancies or issues, please contact Valley Rain for clarifications. Be sure to list all assumptions on your proposal.
- This project will also contain a building package that is to be released for bid by the first week of may.
- Please note that this project will have access for the public to the trail. A phasing plan can be found in the folder. Plan all mobilizations and production accordingly.

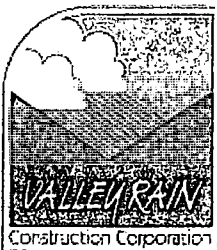
*** PLEASE NOTE THAT THE PRICING IS BASED ON THE SITE BEING 100% ACCESSIBLE FOR OUR TRUCK AND TRAILER, ADD \$10/PANEL FOR ANY "HAND CARRY", WHICH MEANS NO TRUCK ACCESS WITHIN 50 FT OF THE PROPOSED FENCE LINE.**

4/20/2018 3:27:56 PM

Page 1 of 1

CALL w/ QUESTIONS,

THANKS - KIRSTEN DUNBAR



VALLEY RAIN CONSTRUCTION CORP.

1614 E. Curry Road
Tempe, AZ 85281
Phone: 480.894.2835, Fax: 480.966.1450
www.valleyrain.com
ROC: A-084744; B-01-085076

Request For Quote

Submitted To:	All Pro Fence Co	Contact:	Sales
Address:	1055 S Center Street Mesa, AZ 85210	Phone:	(480) 464-7702
		Fax:	(480) 962-6381
Project Name:	2018.04.17 Granite Mtn 95%	Bid Number:	
Project Location:		Bid Date:	
Estimator:			

Temp Fence

Line#	Item #	Description	Quantity	UM	Unit Price	Total Price
28		Temp Fence - Phase 1(4 Month)	2,220.00	LF	\$ 2.50 per foot	5,500.00
28		Temp Fence - Phase 2(2.5 Month)	1,720.00	LF	\$ 2.50 per foot	4,300.00
28		Temp Fence - Phase 3(2 Month)	1,300.00	LF	\$ 2.50 per foot	3,250.00

General Notes:

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Contractor is NOT providing construction water at site. Valley Rain will provide meter only at hydrant, all water for construction use is to be trucked in by subcontractors from point of connection 5 miles from project.
- Quantities shown on bid schedule are provided for informational purposes only. The bidder is responsible for verifying quantities used. Proposals are considered LUMP SUM. Unit costs will be used as needed for any changes to contract.
- Project has a NTP at July, 2018 with a 9 month duration expected.
- Please see link to plans for Granite Mountain TH below:
<https://valleyrain.box.com/s/vmvd144s0s4ifv3rvfs5x7wzxfvi6eg3>
- These project documents are not complete. If you find discrepancies or issues, please contact Valley Rain for clarifications. Be sure to list all assumptions on your proposal.
- This project will also contain a building package that is to be released for bid by the first week of may.
- Please note that this project will have access for the public to the trail. A phasing plan can be found in the folder. Plan all mobilizations and production accordingly.

Plans and Specifications

Plans Dated 4-16-2018

SHEET INDEX

	GENERAL
G0.1	COVER SHEET
H1.0	OVERALL SITE PLAN
H1.1	SITE PLAN SEGMENT A
H1.2	SITE PLAN SEGMENT B
H1.3	SITE PLAN SEGMENT C
H2.0	SITE DETAILS
H2.1	SIGN DETAILS
H2.2	ENTRY WALL ELEVATIONS
H2.3	SITE DETAILS
	STRUCTURAL
S2.3	SITE WALLS
	CIVIL
CG1.0	COVER SHEET
CG2.1	NOTES
CG2.2	KEY MAP
CG3.1	SITE PLAN
CG3.2	SITE PLAN
CG4.1	GRADING & DRAINAGE
CG4.2	GRADING & DRAINAGE
CG5.1	UTILITY PLAN
CG5.2	UTILITY PLAN
CG6.1	DETAILS
CG7.1	CROSS SECTIONS
CG8.1	STORM WATER MANAGEMENT PLAN
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CG9.2	OFF-SITE PAVING PLAN
	LANDSCAPE
LS1.0	SALVAGE COVER SHEET
LS1.1	SALVAGE PLAN
LC.01	LANDSCAPE COVER SHEET
L1.0	OVERALL LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN SEGMENT A
L1.2	LANDSCAPE PLAN SEGMENT B
L1.3	LANDSCAPE PLAN SEGMENT C
L2.0	LANDSCAPE DETAILS
L2.1	LANDSCAPE DETAILS
	ELECTRICAL
E0.2	DIVISION 26 SPECIFICATIONS
ES.1	ELECTRICAL SITE PLAN
E1.0	LIGHTING PHOTOMETRICS PLAN
E1.1	LIGHTING CUT SHEETS
1 OF 4	APS ENGINEERED DRAWINGS - REFERENCE ONLY
2 OF 4	APS ENGINEERED DRAWINGS - REFERENCE ONLY
3 OF 4	APS ENGINEERED DRAWINGS - REFERENCE ONLY
4 OF 4	APS ENGINEERED DRAWINGS - REFERENCE ONLY

Specifications Dated 4-06-2018

Project Specifications provided by Smithgroup JJR

pages 1-228.



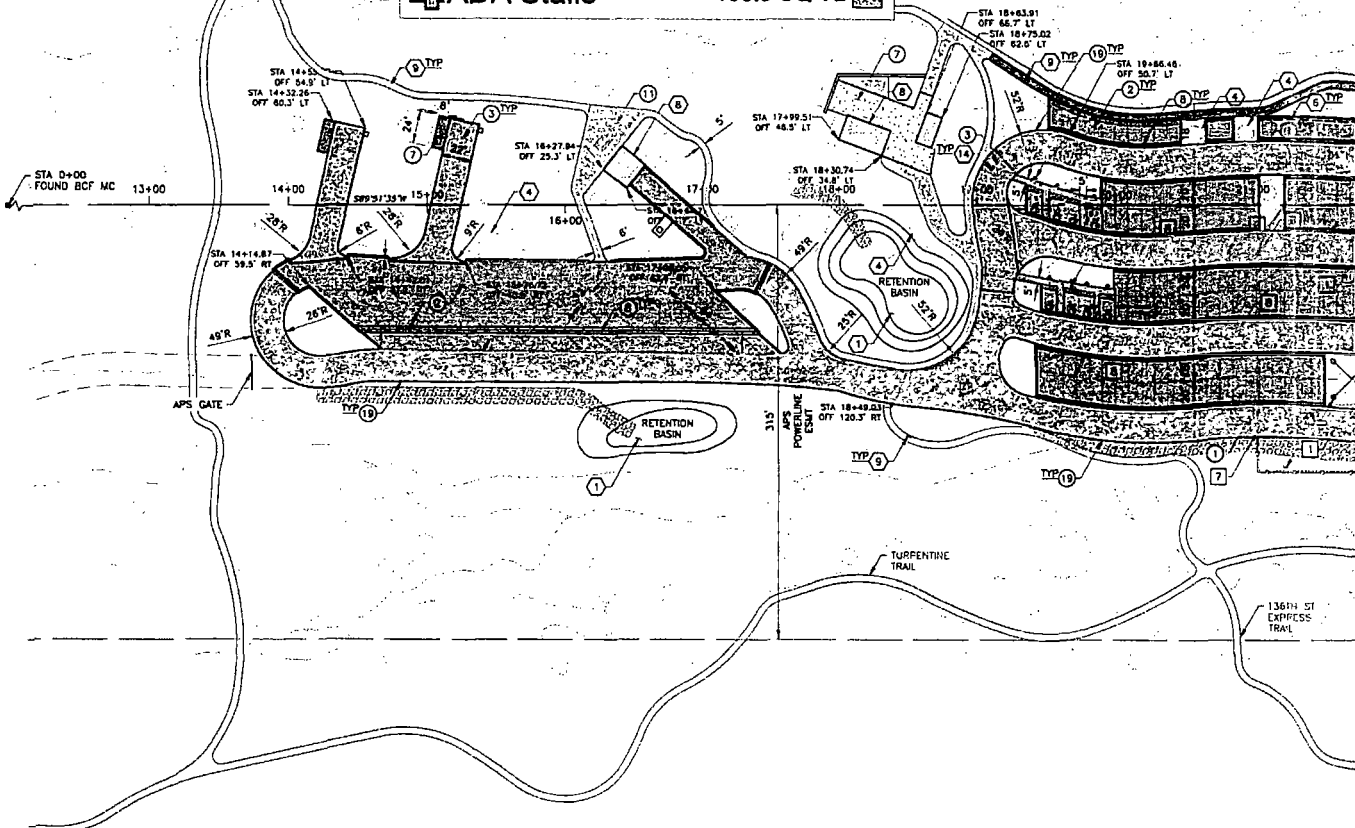
GRANITE MOUNTAIN and FRAESFIELD TRAILHEAD SITE
Assumptions & Clarifications
"95%" Plans Received 5-1-18

No.	initiator	Reference	Comments
1			Testing by Owner's Testing Lab. Costs of initial testing is excluded.
2			For Granite Mountain Trailhead Site plans Dated April 16,2018
3			For Fraesfield Trailhead Site plans Dated April 16,2018
4			It is assumed that the water used for construction will be available at or within 1 mile of 118th Street and Rio Verde Dr.
5			Temporary Irrigation to plants will be a tank system with drip tubing that will be serviced during plant establishment and the one year maintenance.
6			Stabilized ABC will not match the natural granite color at the site.ABC material is bid as MAG spec ABC- Contingency will be used if a custom color ABC is selected that increases the cost of the ABC- There has not been an allowance set for this
7			NAOS Fencing (Yellow Rope) will be paid for according to actual use.
8			Creosote & Jojoba Salvage & replant will be billed on actual quantities salvaged and replanted. There may not be enough salvageable material as called out on the plans
9			Protection of landscaping plants during maintenance period is excluded from this proposal. Acts of God, Vandalism, and Animal damage are not covered by Valley Rains warranty to the owner.
10	SD	Det 2 H2.3	Aggregate Base Course for the graded path and stabilized dg path is excluded.
11	SD	Det 4 H2.3	ADA Symbol is being sandblasted into the concrete ADA Parking Pad.
12	SD	Det 3 H2.3	Steel edging has been replaced with MAG 220b ribbon curb in all areas except those behind the parking wheel stops.
13		Both Sites	Only the top four inches of the eight inch Stabilized ABC will receive Stabilizer. The bottom four inches of ABC will be compacted only.
14		Both Sites	Concrete shown at restroom is excluded and will be bid with the Fraesfield & Granite Mountain Building packages.
15		Both Sites	Septic System as designed will need to be changed to comply with Maricopa County requirements. Depths are too deep and do not meet code.
16			A field office trailer at Fraesfield Site will also be used for the Granite Mountain project.
17		Both Sites	Septic tanks as called out are not manufactured as septic tanks. They are water holding tanks, and not designed for the bury depths as shown. We are including 1,500 gallon Septic tanks by the specified manufacturer. Bury depths remain too deep for the tanks though.
18		CF 3.3 (Fraesfield)	Section of graded trail from Rio Verde Dr to Station 9+50 is excluded.
19		Fraesfield	See Attachment 1 Modified Plans for Fraesfield modifications to the site paving.
20		Both Sites	Excludes SES Cabinets at Buildings
21		Both Sites	All site sidewalk is to be on native material. ABC is excluded from sidewalk subgrade.
22		Granite Mountain TH	Stabilized ABC Parking Stalls and Equestrian lot is currently bid with 4" Stabilized ABC over 4" compacted ABC- There will be a savings if the existing millings can be used for the 4" base however this will only occur in the second phase of work because the existing millings are needed for the existing temp parking to remain open.



GRANITE MOUNTAIN and FRAESFIELD TRAILHEAD SITE
Assumptions & Clarifications
"95%" Plans Received 5-1-18

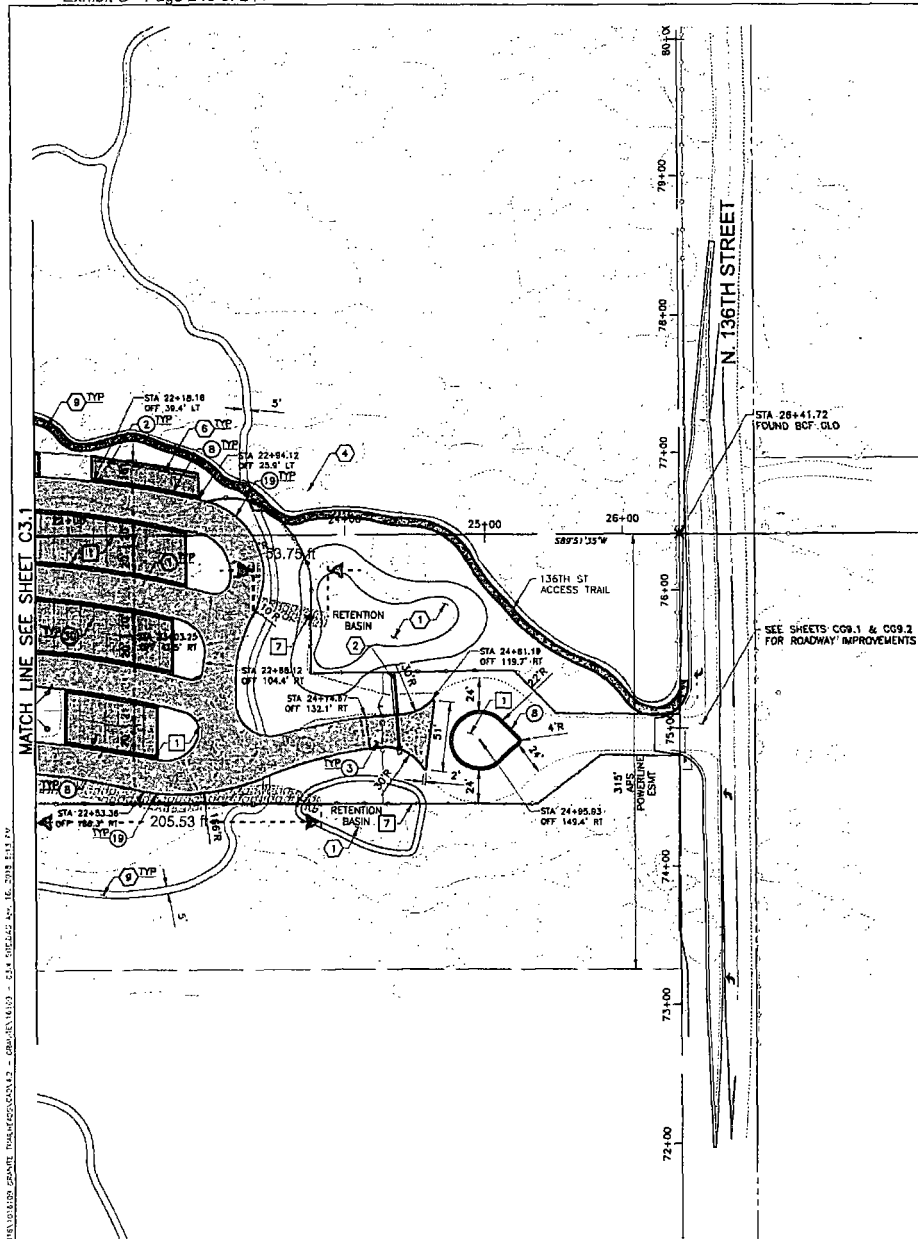
No.	initiator	Reference	Comments
23		Both Sites	Exhibit provided shows assumed extents of concrete and decomposed granite pathways
24		Granite Mountain TH	Transformer enclosure has been deleted/ excluded
25		Both Sites	Ribbon curb will be installed as shown on takeoff plan- to be exposed agg finish
26		Both Sites	1/4" radius tool joints for curbing
27		Granite Mountain TH	Steel edger has been deleted at DG paths
28		Both Sites	Formed edge of asphalt pavement is not required per city comment and is excluded
29		Both Sites	1 Year Maintenance for all plant material is included
30		Both Sites	Native Resources Salvage Warranty is extended to the Owner- there is no other implied warranty on salvage material- Contingency would need to be used for replacements
31			Contractor is only responsible for rip rap as shown on plans- Added qty is to be paid for using the rip rap allowance- any overruns over the allowance item will be paid for with contingency
32		Granite Mountain TH	It is assumed there is no native hydroseed mix- contingency to be used if required
33		Both Sites	All major Trade packages were sent to a minimum of 5 subcontractors however not all trade packages received 3 bids. Valley Rain, at the City's request, will continue to solicit bids. The prices provided will be considered a Not to Exceed (NTE) GMP.
34		Both Sites	Adjustments have been made to subcontractor proposals as noted on their bids and in the respective RFQ groups for missing and or incompleteness of their scope as defined in their proposals, Adjustments include verbally discussed additions between Valley Rain and the subcontractor as well as "plugged" amounts based on known or historical costs. The actual cost of work will be tracked and charged accordingly.
35		Both Sites	Buyout savings will be transferred to project contingency and any buyout overruns can be paid for with buyout savings. All remaining savings will be transferred to owners contingency.
36		Both Sites	The GMP provided is based on Valley Rain's recommended award.
37		Both Sites	Scope Gaps no shown on plans (scope clearly not covered by any subcontractor but neccassary for the completion of the project) is to be paid by project contingency.
38		Both Sites	Contingency is shown below the line- Markups will need to be applied to contingency usage.
39		Granite Mountain TH	It is assumed that Granite Mtn will have a well source for the 1 year maintenance- price does not include the cost of water.
40		Granite Mountain TH	All Steel edging is expected to be deleted from final proposal.
41		Granite Mountain TH	Address sign not shown and nothing has been included for it in the GMP. Also the Entry wall signage the low price was used however that contractor was not used for the rest of the site steel scope. The added cost to go to the next bidder is \$1400. If Caves will not honor the price for just this signage scope- Project contingency will be used for this overrun
42		Granite Mountain TH	Replacement of existing fence at any length is not included in proposal, only removals.
43		General Conditions	Contract administration is considered Lump Sum and time will not be tracked. All indirect items listed in the breakdown sheet will be considered reimbursable items and the combined total of these items will be a Not-to-exceed amount within the GMP. Overruns can be paid by underruns but cannot exceed the total as presented.



PROJECT NUMBER
CD CG3.1

MATCH	1	RETENTION BASIN REFER TO GRADING & DRAINAGE PLAN
	2	FENCE/GATE REFER TO ARCHITECTURAL PLAN
	4	EXISTING VEGETATION TO REMAIN PROTECTED IN PLACE REFER TO LANDSCAPE SALVAGE PLAN FOR ALL REMOVALS & SALVAGES
	6	PARKING STOP REFER TO ARCHITECTURAL PLAN
	7	ELECTRICAL TOWER TO REMAIN PROTECT IN PLACE
	8	NEW BUILDING REFER TO ARCHITECTURAL PLAN
	9	TRAIL/PATH REFER TO LANDSCAPE PLAN
	11	ADA SYMBOL REFER TO LANDSCAPE PLAN
	13	ADA PARKING SIGN & POST REFER TO LANDSCAPE PLAN
	14	SAND BLASTED PAVEMENT MARKING REFER TO LANDSCAPE PLAN





Dibble Engineering

GRANITE MOUNTAIN TRAILHEAD
31402 N. 136TH STREET
SCOTTSDALE, AZ 85262

- REMOVAL NOTES**
- 1 SAWCUT & REMOVE AC PAVEMENT
 - 7 REMOVE FENCE

Owner:
CITY OF SCOTTSDALE
7447 E. INDIAN SCHOOL RD.
SCOTTSDALE, AZ 85251

- CONSTRUCTION NOTES**
- 1 ASPHALT PAVEMENT (3/4\"
 - 2 STABILIZED ABC
 - 3 CONCRETE PAVEMENT
 - 6 CONCRETE RIBBON CURB
 - 10 ASPHALT PAVEMENT EDGE
 - 20 PAVEMENT MARKING

SMITHGROUP JJR

435 N. 3RD STREET
SUITE 250
PHOENIX, AZ 85004
602.265.2200
www.smithgroupjrr.com

DIBBLE ENGINEERING
CIVIL ENGINEERING
1501 N. GILBERT AVENUE, SUITE 100
PHOENIX, AZ 85004
602.997.1000
PK ASSOCIATES
STRUCTURAL ENGINEERING
1551 N. GILBERT AVENUE, SUITE 100
SCOTTSDALE, AZ 85262
480.872.3799

ISSUED FOR	REV	DATE

- REFERENCE NOTES**
- 1 RETENTION BASIN
 - 2 FENCE/GATE
 - 4 EXISTING VEGETATION TO REMAIN
 - 6 PARKING STOP
 - 7 ELECTRICAL TOWER TO REMAIN
 - 9 TRAIL/PATH

PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING

KEY PLAN

DRAWING TITLE

SITE PLAN

AS SHOWN

SCALE: 20524.001

PROJECT NUMBER: **CD CG3.2**

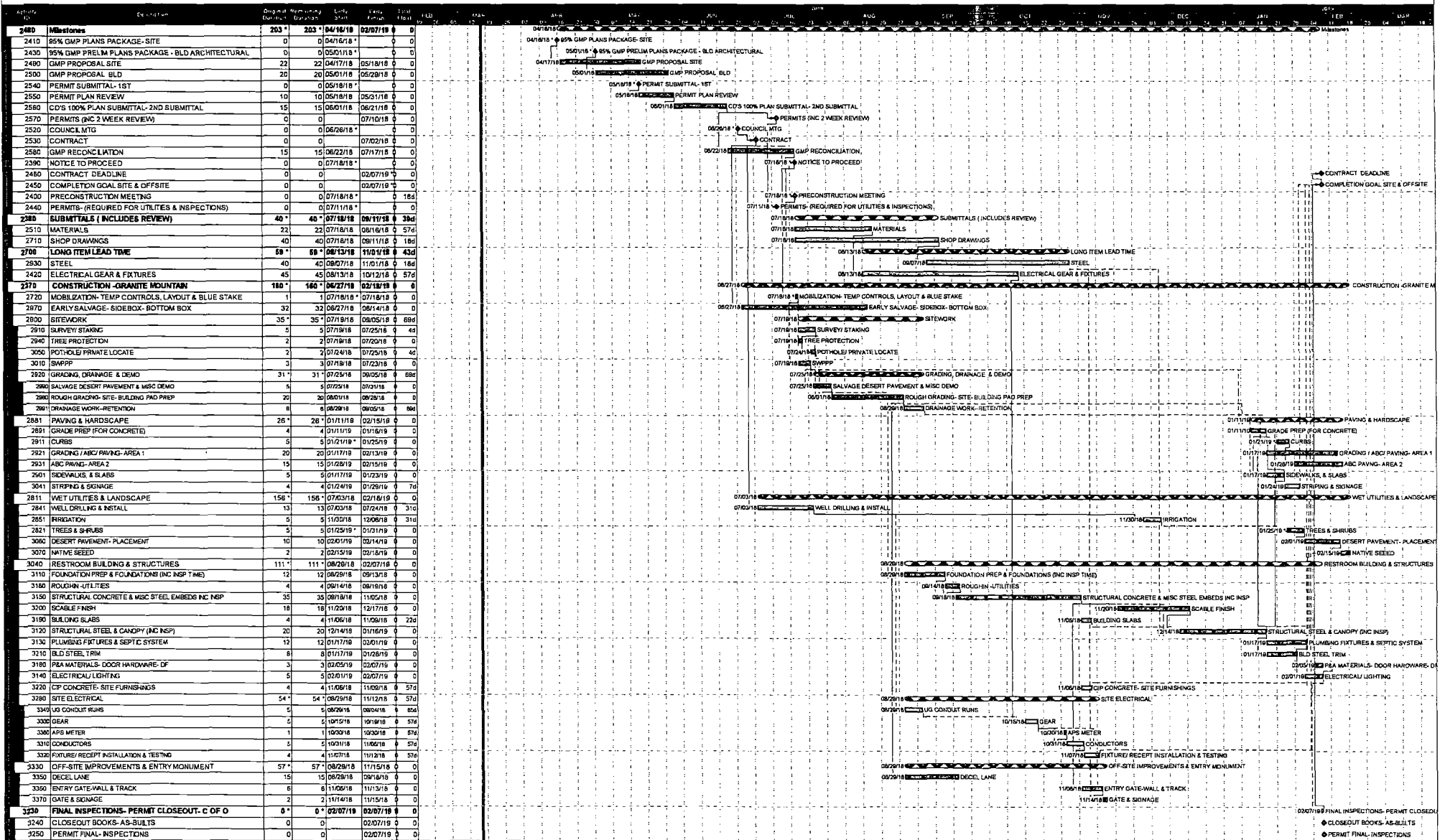
DRAWING NUMBER



0' 20' 40' 80'
SCALE: 1"=40'

03/17/18

CITY OF SCOTTSDALE
VALLEY RAIN CONSTRUCTION CMAR
GRANITE MOUNTAIN TRAILHEAD



Start date 09/01/17
Finish date 02/18/19
Data date 03/17/18
Run date 05/22/18
Page number 1A
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VALLEY RAIN CONSTRUCTION
GRANITE MOUNTAIN TRAILHEAD

Legend:
Early bar
Target start point
Target finish point
Progress bar
Critical bar
Summary bar
Progress point
Critical point
Summary point
Start milestone point
Finish milestone point

**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 _____, 2017, for Bid No. (bid number), Project No. PD04, (GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT), 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 _____, 2017.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

PROJECT NAME – GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT
PROJECT No: PD04

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 _____, 2017, for Bid No. (bid number), Project No. PD04, (GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT), 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 _____, 2017.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

PROJECT NAME –GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT

PROJECT No: PD04

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

CONTRACT NUMBER: 2018-095-COS

PROJECT NUMBER: PD04

PROJECT NAME: GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT

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 _____ 2017.

BY: _____

Title: _____

For: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires

**CONTRACTOR'S NOTICE OF
FINAL ACCEPTANCE**

PROJECT NUMBER: PD04

PROJECT NAME: GRANITE AND FRAESFIELD TRAILHEADS CONSTRUCTION PROJECT

CONTRACTOR NAME: Valley rain

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