



Council Meeting Agenda

May 2, 2023

Brigette Peterson, *Mayor* • Kathy Tilque, *Vice Mayor*

Scott Anderson • Chuck Bongiovanni • Bobbi Buchli • Yung Koprowski • Jim Torgeson

Members may attend in person or by telephone.

Regular Meeting

6:30 PM

Municipal Building I, Council Chambers

50 E. Civic Center Drive

Gilbert, Arizona

AGENDA ITEMS MAY BE DISCUSSED IN A DIFFERENT SEQUENCE.
ITEMS WILL NOT BE DISCUSSED PRIOR TO POSTED MEETING TIME.

Your Town Council is very appreciative of the honor to serve. In performing our roles and functions, we use iPads and/or laptops at our meetings as well as monitors on the dais, which contain the materials of the agenda items before us this evening. If you notice our eyes on these electronic devices, it is not due to lack of attentiveness to speakers, as we are actively listening to all who are speaking and at the same time following along in our packets that the staff has prepared for us this evening.

Upon a public majority vote of a quorum of the Town Council, the Town Council may hold an executive session for legal advice on any item listed on this agenda pursuant to A.R.S. § 38-431.03(A)(3). This notice is given pursuant to A.R.S. § 38-431.02.

Meeting protocol

Items on agenda may be shortened, continued to a future public meeting, or taken out of order. Participants will be allotted a limited amount of time to speak at public meetings (the exact amount of time will be determined at the meeting by the Mayor depending on the number of participants, as permitted by Town Code and State Law).

For more information on Council meetings including schedules, location, how to view the meeting online, or public participation options, please visit the Town Council webpage [HERE](#).

ADDENDUM

PRESENTATIONS; PROCLAMATIONS

- 1A PROCLAMATION - Proclamation declaring the week of May 8-12, 2023 as Gilbert Water Professionals Appreciation Week.

AGENDA ITEM

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation may be offered by a person of any religion, faith, belief or non-belief, as well as Councilmembers. A list of volunteers is maintained by the Town Clerk and interested persons should contact the Clerk for further information.

Invocation by Clergy Steve Lowder of Church of Jesus Christ of Latter Day Saints.

Pledge of Allegiance.

ROLL CALL

PRESENTATIONS; PROCLAMATIONS

- 1 PROCLAMATION - Proclamation declaring the week of May 7-13, 2023 as National Travel and Tourism Week.
- 2 PROCLAMATION - Proclamation declaring the week of May 8-12, 2023 as Economic Development Week.

- 3 PRESENTATION - Presentation of East Valley Veteran's Coalition Cadet of the Year - Cadet Lieutenant Colonel Abigail Cramer from Higley High School.

COMMUNICATIONS FROM CITIZENS

At this time, members of the public may comment on matters within the jurisdiction of the Town but not on the agenda. The Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda.

CONSENT CALENDAR

All items listed below are considered consent calendar items and may be approved by a single motion unless removed at the request of Council for further discussion/action. Other items on the agenda may be added to the consent calendar and approved under a single motion.

- 4 INTERGOVERNMENTAL AGREEMENT – consider adoption of a Resolution approving an Intergovernmental Agreement with Maricopa County for coordination of roadway standards related to private development and authorize the Mayor to execute the required documents.
- 5 INTERGOVERNMENTAL AGREEMENT – consider approval of:
 - a) Intergovernmental Agreement No. 323000363 with Arizona Department of Transportation (ADOT) for Stacey Road Improvements, Project No. ST2126 and authorize the Mayor to execute the required documents; and
 - b) FY 2023 Roadway and Maintenance Contingency Funds in the amount of \$37,566.
- 6 AGREEMENT – consider approval of Cooperative Purchasing Contract No.323000341 with Duramax Holdings LLC, dba Otto Environmental Systems utilizing City of Mesa Cooperative Purchasing Contract No. 2023125 in an

amount not to exceed \$1,400,000 annually for the purchase of waste containers, and authorize the Mayor to execute the required documents.

7 AGREEMENT – consider approval of Legal Services Agreement No. 323000371 with Wood Smith Henning & Berman LLP to provide outside counsel services to the Town on an as-needed basis, and authorize the Mayor to execute the required documents.

8 AGREEMENT – consider approval of:

a) Amendment No. 2 to the Credit Recovery, Transportation and Reporting Agreement for Gilbert Regional Park Agreement No. 319001035 with Cactus Surf Park, LLC; and

b) Amendment No. 3 to the Development, Operating and Maintenance Lease Agreement for Gilbert Regional Park Agreement No. 319001034 with Cactus Surf Park, LLC, comprising of a reduction in water credit needs and updated development schedule, and authorize the Mayor to execute the required documents.

9 CONTRACT – consider approval of:

a) Pre-Construction Services Contract for Construction Manager at Risk (CM@R) Project Contract No. 323000220 with Felix Construction Company in an amount not to exceed \$88,453 for the Site 33 Well Development, Project No. WA0800; and

b) Job Order No. 24 to Job Order Contract (JOC) Contract No. 320000098 with Felix Construction Company in an amount not to exceed \$551,866.08 for Site 33 Well Development, Project No. WA0800, and authorize the Mayor to execute the required documents.

- 10 CONTRACT – consider approval of the Construction Phase No. 4, Guaranteed Maximum Price (GMP) No. 4 to Contract No. 321000312 with Achen-Gardner Construction, LLC in an amount not to exceed \$166,023.41 for Zone-1 Transmission Main Assessment and Rehabilitation, Project No. WA1546, and authorize the Mayor to execute the required documents.
- 11 CONTRACT – consider approval of the Construction Services Contract for Construction Manager at Risk (CM@R) Project Contract No. 323000357 and guaranteed maximum price (GMP) No. 1 with Archer Western Construction, LLC in an amount not to exceed \$4,883,748 for Manhole Rehabilitation Phase 2, Project No. WW1248, and authorize the Mayor to execute the required documents.
- 12 CONTRACT – consider approval of:
 - a) Construction Services Contract for Construction Manager at Risk (CM@R) Project Contract No. 323000361 and guaranteed maximum price (GMP) No. 1 with Hunter Contracting Company in an amount not to exceed \$11,665,351 for repair and maintenance of Guadalupe Road-Arizona Avenue to McQueen Road, Project No. ST1770, and authorize the Mayor to execute the required documents; and
 - b) FY2023 CIP Contingency with 2022 General Obligation (GO) Bonds as the designated funding source, in the amount of \$3,257,274.
- 13 CONTRACT – consider approval of:
 - a) Task Order No. 3 to Job Order Contract (JOC) Contract No. 323000238 with CS Construction, Inc in an amount not to exceed \$590,447.25 for Recker Road and Somerton Signal, Project No. TS1450, and authorize the Mayor to execute the required documents; and

b) CIP Contingency, with Traffic Signals System Development Fees (SDF's) as the designated funding source, in the amount of \$242,000 for FY 2023 and FY 2024.

14 BUDGET- consider approval of CIP contingency with General Fund as the designated funding source in the amount of \$3,632,620 for labor rate increases, vendor changes, supply chain issues, and operational revisions.

15 BUDGET – consider approval of Contingency from the General Fund to Fee and Charges for Credit Card Fees for Development Services Permits and Licenses in the amount of \$150,000.

16 BUDGET – consider approval of CIP contingency with General Fund as the designated funding source in the amount of \$1,495,560 for FY 2023 and FY 2024 to purchase twenty-two vehicles for the Police Department and for operating expenses for three of these vehicles for FY 2024.

17 CAPITAL IMPROVEMENT PLAN - consider accepting the draft Capital Improvement Plan (2024-2033) and declare it a public document.

18 GRANT – consider:

a) application and acceptance of a grant, Contract No. 323000362, from the Governor's Office of Highway Safety in an amount not to exceed \$20,000; and

b) approval of FY2023 Grant Fund contingency in the amount of \$20,000, in application and acceptance of the Governor's Office of Highway Safety grant funding.

19 GRANT – consider:

a) acceptance of a grant, Contract No.322000281, from FY 2022 State Homeland Security Grant Program in an amount not to exceed \$56,450; and

b) approval of FY 2023 Grant Fund contingency and FY 2024 Grant Fund contingency in the amount of \$24,550 in acceptance of the FY 2022 Homeland Security Grant funding.

20 BOARDS AND COMMISSIONS – consider acceptance of the resignation of Brent Yap from the Industrial Development Authority, effective April 13, 2023.

21 MINUTES – consider approval of the minutes of Regular Meeting of April 18, 2023; Study Session Meeting of April 18, 2023; and Special Meeting of April 18, 2023.

PUBLIC HEARING

Items will be heard at one Public Hearing; at which time anyone wishing to comment on a Public Hearing Item may do so. Comments will be heard from those in support of or in opposition to an item. Hearings are noticed for 6:30 p.m.

In order to comment on a Public Hearing Item, you must fill out a public comment form, indicating the Item Number on which you wish to be heard. Once the hearing is closed, there will be no further public comment unless requested by a member of the Council. After the Public Hearing, the Council may act on all items not requiring additional staff, public, or Councilmember comment with a single vote.

22 LIQUOR LICENSE – conduct hearing and consider approval of a Series 12 Restaurant Alcohol License for Big Chicken located at 366 North Gilbert Road, Suite 106.

23 GENERAL PLAN GP22-10 / ZONING Z22-09 - conduct hearing and consider:

a) adoption of a Resolution approving a Minor General Plan Amendment to change the land use classification of approximately 2.6 acres generally located north of the northwest corner of Higley Road and Williams Field Road from Industrial to General Commercial; and

b) approval of the findings and adoption of an Ordinance to rezone approximately 2.6 acres generally located north of the northwest corner of Higley Road and Williams Field Road from the Light Industrial (LI) to Shopping Center (SC).

24 Code Of Gilbert - conduct hearing and consider adoption of an Ordinance amending the Code of Gilbert, Arizona, by Amending Chapter 15 Special Events, by amending Article I in General, Sections 15-1 Definitions, 15-2 Administration, and 15-3 Violation of Chapter; Article II Permits, Sections 15-37 Application and Fee, 15-39 Issuance of Permit, and 15-43 Display; Identification; Permission of Property Owner; Exhibition Upon Demand; and Article III Requirements, Sections 15-50 General Requirements, 15-52 Special Provisions Related to Parades and Public Assemblies, and 15-53 Special Provisions Related to Town Special Events.

25 PROPERTY ACQUISITION – conduct hearing and consider adoption of a Resolution approving the acquisition of right-of-way and required easements for Parcel #302-14-003L for the Vaughn Ventilator, Project No. RD2190.

26 BUDGET - conduct hearing and adopt the budgets of the 2023-2024 Street Light Improvement Districts (SLID) and establish June 6, 2023 as the date of the final public hearing and adopting the tax levy for the districts.

27 BUDGET - conduct hearing and adopt the preliminary budgets on the Parkway Maintenance Improvement District Nos. 07-01, 07-02, 07-03, 07-04, 07-05, 07-06, 07-07, 07-08, 07-09, 07-10 and 07-11 for July 1, 2023 to June 30, 2024 and establish June 6, 2023 as the date of the final public hearing and adopting a tax levy for the districts.

RECESS REGULAR MEETING AND RECONVENE IN SPECIAL MEETING

28 BUDGET — conduct hearing regarding the FY 2024 Property Tax Levy and direct staff; if necessary, to submit an Ordinance setting the secondary property tax levy for FY 2024 at \$31,600,000 for adoption on June 6, 2023.

- 29 BUDGET - acceptance of the preliminary budget for July 1, 2023 to June 30, 2024 of \$2,049,501,300 and establish June 6, 2023 as the date of public hearing and adoption of the final budget.

ADJOURN SPECIAL MEETING AND RECONVENE REGULAR MEETING

ADMINISTRATIVE ITEMS

Administrative Items are for Council discussion and action. It is to the discretion of the majority of the Council regarding public input requests on any Administrative Item. Persons wishing to speak on an Administrative Item should complete a Request to Speak Form and indicate the Item they wish to address. Council may or may not accept public comment.

- 30 **BOARDS, COMMISSIONS, AND COMMITTEES** - reports from Council Liaisons for the:
- a) Council Subcommittees
 - b) Ad Hoc Committees
 - c) Regional Meetings
 - d) Industrial Development Authority
 - e) Judicial Selection and Advisory Board
 - f) Mayor's Youth Advisory Committee
 - g) Parks and Recreation Board
 - h) Planning Commission
 - i) Police and Fire Public Safety Personnel Retirement System (PSPRS)
Local Pension Boards
 - j) Redevelopment Commission
 - k) Town of Gilbert, AZ Deferred Compensation Trust Board
 - l) Town of Gilbert, AZ Public Facilities Municipal Property Corporation
 - m) Town of Gilbert, AZ Self-Insured Trust Fund Board
 - n) Town of Gilbert, AZ Water Resources Municipal Property Corporation
 - o) Utilities Board
 - p) Veterans Advisory Board

POLICY ITEMS

FUTURE MEETINGS

There may be a discussion of whether to place an item on a future agenda and the date, but not the merits of the item.

COMMUNICATIONS

Report from the TOWN MANAGER on current events.

Report from the COUNCIL on current events.

Report from the MAYOR on current events.

ADJOURN

NOTICE TO PARENTS: Parents and legal guardians have the right to consent before the Town of Gilbert makes a video or voice recording of a minor child. A.R.S. 1-602.A.9. Gilbert Council Meetings are recorded and maybe viewed on Gilbert Live website. If you permit your child to participate in the Council Meeting, a recording will be made. If your child is seated in the audience your child may be recorded, but you may request that your child be seated in a designated area to avoid recording. Please submit your request to the Town Clerk.

GILBERT WATER PROFESSIONALS APPRECIATION WEEK

WHEREAS, Gilbert has a diversity of water resources – groundwater preserved in vast underground aquifers, runoff from mountain rainfall and snowmelt collected in reservoirs, Colorado River water moved through hundreds of miles of canals to Gilbert, and recycled wastewater treated to drinking water standards; and

WHEREAS, every home and every sector of Gilbert’s economy – from finance to healthcare – requires safe and reliable water to thrive;

WHEREAS, riparian corridors are important water dependent environmental resources that contribute to Gilbert’s beauty and offer unique recreational opportunities;

WHEREAS, Gilbert has been a leader in sustainable management of groundwater resources and has pioneered innovations such as water recharge and expanding the reuse of treated wastewater to replenish aquifers and improve local water supply reliability; and

WHEREAS, Gilbert has become a 100% water reuse community; and

WHEREAS, Gilbert invests annually in water-related programs and projects that provide drinking water and sanitary services, protect public health and the environment, improve water supply reliability, and replenish and clean up its groundwater supply; and

WHEREAS, water conservation, efficiency and water reuse are vital components of holistic water management for a sustainable water future; and

WHEREAS, protection of our water resources is essential to our Town’s future and requires a well-trained workforce of water professionals; and

WHEREAS, Arizona’s water industry offers a wide variety of rewarding career opportunities in engineering, hydrology, water operations, biology, policy, economics, business administration, law, and communications; and

WHEREAS, thousands of water, wastewater and recycled water industry professionals in the state are dedicated to ensuring these water resources are safe and reliable for use by Arizonans and are well managed for future generations;

NOW THEREFORE, I, Brigette Peterson, Mayor of the Town of Gilbert, do hereby proclaim the week of May 8-12th, 2023 as

GILBERT WATER PROFESSIONALS APPRECIATION WEEK

in Gilbert, Arizona, and extends its sincere gratitude and appreciation to the water professionals who are on the front line of the delivery of Gilbert’s safe and reliable water.

In witness thereof, I hereby set my hand and affix the Official Seal of the Office of the Mayor, Town of Gilbert, Arizona, and this 2nd day of May, 2023.

Brigette Peterson, Mayor

NATIONAL TRAVEL AND TOURISM WEEK

WHEREAS, Gilbert serves on the U.S. Travel Association; and

WHEREAS, the U.S. Travel Association is the national, non-profit organization that represents and advocates for all components of the travel industry; and

WHEREAS, tourism in Gilbert generated \$310 million in visitor spending in 2021 and saw annual hotel revenue grow by 36% in 2022; and

WHEREAS, travel is a pillar of economic growth, creating jobs at a faster rate than other sectors nationally; and

WHEREAS, the Gilbert Office of Economic Development supports vibrant communities to enhance the quality of life for residents of Gilbert and visitors to Gilbert;

NOW, THEREFORE, I Mayor Brigitte Peterson of the Town of Gilbert do hereby proclaim May 7-13, 2023

NATIONAL TRAVEL AND TOURISM WEEK

In witness thereof, I hereby set my hand and affix the Official Seal of the Office of the Mayor, Town of Gilbert, Arizona, and this 2nd day of May, 2023.

Brigitte Peterson, Mayor

ECONOMIC DEVELOPMENT WEEK

WHEREAS, Gilbert serves on the International Economic Development Council (IEDC); and

WHEREAS, the IEDC is the largest professional economic development organization dedicated to serving economic developers; and

WHEREAS, Gilbert was the first Economic Development Organization accreditation recipient of all economic development organizations in Arizona, as recognized by the IEDC; and

WHEREAS, the Gilbert Office of Economic Development promotes economic well-being and quality of life for the community through their efforts focused on creating, retaining, and expanding jobs to facilitate growth which enhances wealth and provides a stable tax base;

NOW, THEREFORE, I Mayor Brigitte Peterson of the Town of Gilbert do hereby proclaim May 8-12, 2023 as

ECONOMIC DEVELOPMENT WEEK

In witness thereof, I hereby set my hand and affix the Official Seal of the Office of the Mayor, Town of Gilbert, Arizona, and this 2nd day of May, 2023.

Brigitte Peterson, Mayor



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Tom Condit, PE, Development Engineering Manager, 503-6815

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: INTERGOVERNMENTAL AGREEMENT - Approve a Resolution adopting an Intergovernmental Agreement with Maricopa County for coordination of roadway standards related to private development.

STRATEGIC INITIATIVE: Exceptional Built Environment

This IGA with Maricopa County allows the Town of Gilbert to have critical input into the design and construction of our roads in advance of formal annexation. This will avoid unnecessary public expense associated with rework in areas that are presently owned and maintained by the County.

RECOMMENDED MOTION

A motion to adopt a Resolution approving an Intergovernmental Agreement with Maricopa County for coordination of roadway standards related to private development.

BACKGROUND/DISCUSSION

Developers in the Town of Gilbert occasionally are bounded by roads that are still under Maricopa County jurisdiction. In those cases, a “dual permitting” approach is necessary in which approvals are needed from both the Town of Gilbert and Maricopa County. Because Town and County roadway standards are different, reviews can be complicated and confusing for both the applicant and Town staff.

The attached IGA will eliminate this problem by allowing the Town to review, approve, and permit roadway improvement plans on County roadways prior to formal annexation, subject only to mutual agreement between the Town of Gilbert and Maricopa County. In exchange, the Town will annex the roadways and take over operation and maintenance upon substantial completion of the roadway improvements. The IGA allows individual Letters of Agreement (LOAs) to be processed administratively for specific roadway segments designated as suitable by the Town Manager in cooperation with the County Transportation Director (or designees), for the purposes authorized in the IGA.

The Resolution and IGA were reviewed for form by Alena Jorquez, Senior Assistant Town Attorney.

FINANCIAL IMPACT

This agreement has no financial impact.

The financial impact was reviewed by Joseph Hewitt, Management and Budget Analyst

STAFF RECOMMENDATION

Staff recommends approval of the Intergovernmental Agreement.

Respectfully submitted,

Tom Condit, PE
Development Engineering Manager

Approved By

Approval Date

Kyle Mieras
Alena Jorquez
Joseph Hewitt

4/19/2023 1:59:05 PM
4/24/2023 7:25:17 AM
4/19/2023 6:33:08 PM

**INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE TOWN OF GILBERT
FOR COORDINATION OF ROADWAY STANDARDS
RELATED TO PRIVATE DEVELOPMENTS**

(C-64-___ - __ -X-00)

This Intergovernmental Agreement (Master **Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the Town of Gilbert, a municipal corporation (**Town**). The County and Town are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorizes the County to lay out, maintain, control, and manage public roads within the County.
2. A.R.S. Sections 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorizes the Town to lay out and establish, regulate, and improve streets within the Town and to enter into this Agreement.

DURATION

4. This Master Agreement shall become effective as of the date it is approved by the governing bodies of the Parties and remains in full force and effect until terminated by either Party for any reason upon furnishing the other Party with written notice at least thirty (30) days prior to the effective termination date.

BACKGROUND

5. When private developments occur within the jurisdiction of a Town, the roadways are generally required to be designed and constructed to meet the Town's Standards. Similarly, when private developments occur within the jurisdiction of a County, the roadways are generally required to be designed and constructed to meet the County's standards.
6. There are instances where a development site is in a Town's jurisdiction and adjacent roadways to be constructed by the developer are located in the County's jurisdiction. In such cases, the adjacent roadways are normally required to meet County standards.

However, if the Town is planning to annex the adjacent roadways, and the Town is willing to commit to the annexation within a reasonable time frame, it may be reasonable to consider allowing the adjacent roadways to be designed and constructed to Town standards.

PURPOSE OF THE AGREEMENT

7. The purpose of this Master Agreement is to authorize the County Transportation Director (or designee) and the Town Manager (or designee) to enter into Letters of Agreement (**LOAs**) to allow the application of Town standards on development-related roadways in County jurisdiction under terms provided under this Master Agreement.

TERMS OF THE AGREEMENT

8. Responsibilities of the County:

- 8.1 The County Transportation Director or designee may, in coordination with the Town Manager or designee, determine roadways suitable for an LOA and enter into LOAs with the Town for the purposes authorized in this Master Agreement.
- 8.2 The County Transportation Director or designee may agree to amend the LOA, in writing, as provided in Paragraph 13 of this Master Agreement.
- 8.3 The County Transportation Director or designee shall retain appropriate files related to any LOA entered into under the authority of this Master Agreement until all terms provided in the Master Agreement and the pertinent LOA have been satisfied or as otherwise required by law.

9. Responsibilities of the Town:

- 9.1 The Town Manager or designee may, in coordination with the County Transportation Director or designee, determine roadways suitable for an LOA and enter into LOAs with the County for the purposes authorized in this Master Agreement.
- 9.2 The Town Manager or designee may agree to amend the LOA, in writing, as provided in Paragraph 13 of this Master Agreement.
- 9.3 The Town Manager or designee shall retain appropriate files related to any LOA entered into under the authority of this Master Agreement until all terms provided in the Master Agreement and the pertinent LOA have been satisfied or as otherwise required by law.

TERMS OF THE LOA FOR EACH PARTY

10. Each LOA entered into under the authority of this Agreement shall include the following provisions:

- 10.1 A statement/recital that the subject LOA is subject to the terms and conditions of this Master Agreement.
- 10.2 A description of the proposed development and the jurisdiction in which it is located.
- 10.3 A list of the roadways included in the development or otherwise impacted by the development.
- 10.4 A map and legal description, prepared by the Town and approved by the County, depicting the roadways in the development, or otherwise impacted by the development shall be attached as an exhibit(s) to the respective LOA. County roadways that are not intended to be annexed shall not be subject to this Agreement.
- 10.5 A statement that the Town commits to the annexation of the subject roadways, including all operation and maintenance responsibilities of the subject roadways, upon substantial completion of such roadways.
- 10.6 A statement that the roadways will be designed and constructed to Town standards.
- 10.7 A statement that the Town will assume responsibility for plan review, permitting, inspections, and traffic control for the listed roadways to be annexed. The Town shall ensure that the appropriate liability insurance and project bonding (assurance) are in place. The insurance shall list Maricopa County as "Additional Insured" and regardless of the form, the project bonding shall require written confirmation of the satisfaction of Maricopa County that project requirements have been met before the assurance may be released.
- 10.8 A statement that the County will assume responsibility for plan review, permitting, inspections, and traffic control for the roadways outside the proposed area to be annexed into the Town. A statement that the Town shall not be responsible or liable for roadways in the County outside of the proposed annexed area shall be included in the LOA, if applicable.
- 10.9 Other terms as may be deemed necessary by the County Transportation Director (or designee) and the Town Manager (or designee).
11. After the County Transportation Director or designee and the Town Manager or designee enter into an LOA, if unexpected or unforeseen circumstances arise that warrant an amendment to an LOA, the County Transportation Director or designee and the Town Manager or designee may agree to amend the LOA, in writing.
12. Nothing in any LOA shall be interpreted to enlarge or expand the County's or the Town's authority.

GENERAL TERMS AND CONDITIONS

13. To the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Master Agreement, and each of the respective LOAs authorized by this Agreement including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.
14. This Master Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all stipulations previously indicated have been satisfied,
15. This Master Agreement may be amended only upon written Agreement by all Parties.
16. This Master Agreement is subject to the provisions of A.R.S. § 38-511.
17. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Master Agreement without waiving any available remedies at law or in equity.

18. All notices required under this Master Agreement to be given in writing shall be sent to:

County:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

Town of Gilbert
Attn: Town Manager
50 E. Civic Center Drive
Gilbert, Arizona 85296

Either Party may by written notice to the other specify a different address for notice. All notices required or permitted by this Master Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified

mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or overnight delivery service that guarantees next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery.

19. Any funding provided for in this Master Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.
20. This Master Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Master Agreement.
21. This Master Agreement cannot be modified or changed except by a written instrument executed by all the Parties hereto.
22. The waiver by any Party of any right granted to it under this Master Agreement is not a waiver of any other right granted under this Master Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
23. Except as otherwise provided in this Master Agreement, all covenants, agreements, representations, and warranties set forth in this Master Agreement or in any certificate or instrument executed or delivered pursuant to this Master Agreement shall survive the expiration or earlier termination of this Master Agreement for a period of one (1) year.
24. This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
25. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Master Agreement.
26. The venue for any claim arising out of or in any way related to this Master Agreement shall be Maricopa County, Arizona.
27. This Master Agreement shall be governed by the laws of the State of Arizona.

End of Master Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

GILBERT

Recommended by:

Town Manager

Date

Approved and Accepted by:

Mayor

Date

Attest by:

Town Clerk

Date

APPROVAL OF TOWN ATTORNEY

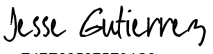
The foregoing Master Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the Gilbert Town Council under the laws of the State of Arizona.

Town Attorney

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
 4/3/2023

 E47E295975F04C3...
 Jesse Gutierrez Date
 Interim Transportation Director

Approved and Accepted by:

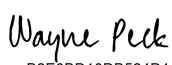
 Chairman Date
 Board of Supervisors

Attest by:

 Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Master Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
 4/3/2023

 02E0DD10DD524D1...
 Deputy County Attorney Date

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY, ARIZONA RELATED TO COORDINATION OF ROADWAY STANDARDS RELATED TO PRIVATE DEVELOPMENTS.

WHEREAS, Arizona Revised Statutes, sections 11-951 et seq., authorizes the Parties to enter into an intergovernmental agreement for services; and

WHEREAS, the Parties are authorized by law to provide plan review and permitting services; and

WHEREAS, the Town of Gilbert has a Development Engineering Division that provides plan review and permitting services on all private developments within the Town of Gilbert; and

WHEREAS, Town of Gilbert desire to perform plan review and permitting services for projects where roadway segments adjoining developing properties are located in Maricopa County; and

WHEREAS, Maricopa County is willing to allow the Town of Gilbert to assume their plan review and permitting duties for designated roadways in exchange for Gilbert annexing the roadways and assuming operation and maintenance responsibilities for these roadways upon substantial completion;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA that the Intergovernmental Agreement between the Town of Gilbert and Maricopa County is hereby approved in the form attached hereto, subject to revisions approved by the Town Attorney if such revisions do not materially impact the key provisions of the Intergovernmental Agreement; and

FURTHER RESOLVED, that the Town Manager is hereby authorized to take all actions necessary to carry out the Intergovernmental Agreement in accordance with its terms and intent.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA THIS 2nd DAY OF MAY, 2023.

Brigette Peterson, Mayor

ATTEST:

Chaveli Herrera, Town Clerk

APPROVED AS TO FORM:

Christopher W. Payne, Town Attorney

I hereby certify that the above foregoing Resolution No. ____ was duly passed by the Common Council of the Town of Gilbert, Arizona at a regular meeting held on _____, 2023, and that a quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Chaveli Herrera, Town Clerk



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Casey Ambrose, Sr. Project Manager CIP, 480-503-6619
Stephanie Bubenheim, Sr. Transportation Planner, 503-6625

May 2, 2023 6:30 PM - Regular Meeting

SUBJECT: Contract 323000363 Intergovernmental Agreement with Arizona Department of Transportation for the ST2126 Stacey Road Improvements and Authorize Contingency Funds for the Project Design

STRATEGIC INITIATIVE: Exceptional Built Environment

The project supports Gilbert’s strategic initiative for an Exceptional, Built Environment as it expands and improves roadway conditions to meet the needs of Gilbert’s citizens.

RECOMMENDED MOTION

A motion to approve for ST2126 Stacey Road Improvements

A). Contract 323000363, an Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) related to ST2126 Stacey Road Improvements and

B). FY2023 Roadway and Maintenance Contingency Funds in the amount of \$37,566.00

authorize the Mayor to execute the required documents.

BACKGROUND/DISCUSSION

The project is identified in the FY2022-2031 Capital Improvement Plan (CIP) and provides for the design and construction of Stacey Road beginning at Higley Road to 172nd Street. Stacey Road is located south of Riggs Road and north of Hunt Highway. Improvements being made are to design and construct to an agrarian local street standard and includes ribbon and vertical curbing, asphalt pavement, concrete pavement, driveways, drainage and utility relocations.

The Intergovernmental Agreement (IGA) with ADOT will define the Town and ADOT's responsibilities by establishing funding for design and construction, and to establish operations and maintenance responsibilities. The Town's match obligation amount for the work is also included in the ADOT IGA.

The contract was reviewed for form by John Baird, Deputy Town Attorney.

FINANCIAL IMPACT

ST2126 was previously planned to be administered by the Town. Since the project was awarded grant funding through the CMAQ program, ADOT will now lead the project with the Town responsible to pay for a 5.7% match for design and construction.

The project will require a transfer of \$37,566.00 of Roadway and Maintenance Fund contingency, as the project was originally planned to start in FY2024. The contingency request is to advance the Town's matching portion of funds needed for professional services in order to begin design and does not increase the overall cost of the project.

	Close Out funds CMAQ
Estimated Town Funds	\$384,650.00
Total Federal Funds	\$3,482,468.00
Estimated Total Project	\$3,867,118.00

Proposed Contingency:

Project Accounting Code: ST2126.ProfSvcs.EngSvcsCIP \$37,566.00 Pending

The financial impact was reviewed by Christopher Scott, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends approval of the IGA.

Respectfully submitted,

Casey Ambrose, PE
Sr. Project Manager CIP

Stephanie Bubenheim
Sr. Transportation Planner

Approved By

Approval Date

Susanna Struble
Susanna Struble
Jessica Marlow
John Baird
Christopher Scott

4/24/2023 11:07:27 AM
4/24/2023 11:07:30 AM
4/24/2023 11:13:25 AM
4/24/2023 1:21:54 PM
4/24/2023 11:27:10 AM

ADOT CAR No.: IGA 23-0009097-I
AG Contract No.: P0012023000471
Project Location/Name: Stacey Road:
Higley Road to 172nd Street
Type of Work: Improve Unpaved
Roadway
Federal-aid No.: GIL-0(223)T
ADOT Project No.: T0423 01D/03D/01C
TIP/STIP No.: GLB24-230D /GLB24-
230D1/ GLB24-230R/ GLB25-230C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF GILBERT

THIS AGREEMENT (“Agreement”) is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the TOWN OF GILBERT, acting by and through its MAYOR and TOWN COUNCIL (the “Town” or “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 9-240 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of improving Stacey Road, approximately a half mile east of the intersection of Higley Road and Stacey Road, “the Project”. The Project includes grading, drainage, sub-base, base course, asphalt paving, curb and gutter, sidewalks, street lighting, driveways, and relocation of fences, mailboxes, and utilities. The Project cost, shown in Exhibit A, is estimated at \$3,867,118.00, which includes federal aid of \$3,482,468.00 and the Local Agency’s contribution of \$384,650.00. The State will administer the design and advertise, bid and award, and administer the construction phase of the Project.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
 - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Maricopa Association of Governments. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
 - d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$1,710.00 and the Local Agency's share of the Project design costs, estimated at \$35,856.00. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs

- exceeding design. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.
- c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, on behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.
 - d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
 - e. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$347,084.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - f. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
 - g. After receipt of FHWA authorization, proceed to advertise for, receive and open bids award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
 - h. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
 - i. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

- j. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of the initial PDA costs, estimated at \$1,710.00 and the Local Agency's share of Project design costs, estimated at \$35,856.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
 - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
 - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$347,084.00, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
 - e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
 - f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
 - g. As applicable, certify that the Local Agency has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements

whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)

- h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right of way to re-establish the prior right location for those utilities with prior rights.
- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- l. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file an NOT with ADEQ when final stabilization is reached, as applicable.
- m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and A.R.S. 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

Town of Gilbert
Transportation Planning
Manager
Attn: Jason Hafner
90 E. Civic Center Dr.
Gilbert, AZ 85296
480.252.9175
Jason.hafner@gilbertaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

Town of Gilbert
CIP Project Manager
Attn: Casey Ambrose
90 E. Civic Center Dr.
Gilbert, AZ 85296
480.252.9175
Casey.ambrose@gilbertaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

Town of Gilbert
Accounting Supervisor
Attn: Nicholas R. Baldelli
50 E. Civic Center Dr.
Gilbert, AZ 85296
480.503.6967
Nicholas.Baldelli@gilbertaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
-

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

TOWN OF GILBERT

By _____ Date _____
BRIGETTE PETERSON
Mayor

ATTEST:

By _____ Date _____
CHAVELI HERRERA
Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Town of Gilbert, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date _____
Christopher W. Payne
Town Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division Director

A.G. Contract No. P0012023000471 (ADOT IGA 23-0009097-I), an Agreement between public agencies, the State of Arizona and the Town of Gilbert, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A**Cost Estimate****T0423 01D/03D/01C**

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost:

Federal-aid funds @ 94.3%	\$ 28,290.00
Local Agency's match @ 5.7%	<u>\$ 1,710.00</u>
Subtotal - PDA	\$ 30,000.00

Scoping/Design:

Federal-aid funds @ 94.3%	\$ 593,194.00
Local Agency's match @ 5.7%	<u>\$ 35,856.00</u>
Subtotal - Scoping/Design	\$ 629,050.00

Construction:*

Federal-aid funds @ 94.3%	\$ 2,860,984.00
Local Agency's match @ 5.7%	\$ 172,933.00
Local Agency's costs @ 100%	<u>\$ 174,151.00</u>
Subtotal - Construction	\$ 3,208,068.00

Estimated TOTAL Project Cost **\$ 3,867,118.00**

Total Estimated Local Agency Funds **\$ 384,650.00**
Total Federal Funds **\$ 3,482,468.00**

* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Paul Montes, Solid Waste and Recycling Services Manager, 503-6460

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: Residential Refuse and Recycling Containers Contracts

STRATEGIC INITIATIVE: Exceptional Built Environment

This action supports Gilbert's Exceptional Built Environment Strategic Initiative by providing for the collection of trash and recycling materials and the disposal of these commodities.

RECOMMENDED MOTION

A motion to enter into contract for Residential Refuse and Recycling Containers with Otto Environmental Systems, contract #323000341 in an amount not to exceed \$1,400,000 annually and authorize the Mayor to execute the required documents.

BACKGROUND/DISCUSSION

Solid Waste and Recycling Services provides trash and recycling containers to over 88,000 residential customers. The Town of Gilbert provides one new black trash container and one new blue recycle container to newly constructed residential homes and has averaged 95 homes per month since 2022. In addition to delivery of new containers, we provide replacements for those that have reached the end of their useful life; in 2022, the division provided service to residents for more than 21,000 container maintenance (repairs or replacements) requests.

This past year the Town of Gilbert participated in a joint solicitation with the City of Mesa for waste containers with the City of Mesa serving as the lead agency. Multiple firms were selected with one being Otto Environmental Systems. Each municipality selected the firm(s) most favorable to their respective communities.

Solid Waste and Recycling Services recommends awarding of contracts with multiple vendors for the purchase of waste containers. The flexibility to use multiple vendors allows for service levels to be maintained, especially if there are interruptions in the supply chain of waste containers. Additional requests to award contracts to other vendors will be brought forward for Council review.

FINANCIAL IMPACT

The total amount of \$1,400,000 has been budgeted in FY2023 for this recurring service as follows:

Fund	Total Budgeted
Waste Containers 70075205.54400	\$700,000
Waste Containers 70075405.54400	\$700,000

The financial impact was reviewed by Genesis E. Hart, Management and Budget Analyst

Contract was reviewed by Jim Campion, Purchasing Manager.

STAFF RECOMMENDATION

Staff recommends the approval of contract #323000341 with Otto Environmental Systems, for the purchase of waste containers.

Respectfully submitted,

Paul Montes
Solid Waste and Recycling Services Manager

Approved By

Approval Date

Jessica Marlow

4/12/2023 7:26:49 AM

John Baird

4/13/2023 4:41:25 PM

Genesis E. Hart

4/17/2023 8:13:40 AM

Jim Champion

4/12/2023 7:59:00 AM

AGREEMENT
TO PROVIDE SERVICES/SUPPLIES PURSUANT TO A
COOPERATIVE PURCHASING CONTRACT
Contract No. 323000341

This Agreement (“Agreement”) is made and entered into by and between the Town of Gilbert, Arizona, a municipal corporation, hereinafter designated as “Gilbert” and **Duramax Holdings LLC, dba Otto Environmental Systems**, designated as the “Contractor.”

Recitals:

- A. Contractor has contracted with the **City of Mesa** to provide **Recycling Containers** pursuant to **Contract No. 2023125** (the Cooperative Purchasing Contract); and
- B. Pursuant to A.R.S. § 41-2631 et seq. and Gilbert Municipal Code § 2-357, Gilbert has authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

CONTRACTOR AND GILBERT, FOR THE CONSIDERATION
HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Contractor shall provide the following services, materials and/or equipment:

Recycling Containers

as described in the Cooperative Purchasing Contract documents attached hereto as **Exhibit A**, which are incorporated herein by reference. As used in this Agreement, all references to the **City of Mesa** shall mean the Town of Gilbert, Arizona.

1.2 Contractor shall comply with all specific requirements and/or options of Gilbert, as specified in **Exhibit B** attached hereto and incorporated herein by reference.

2. Payment. The Contract Not to Exceed Fee is **\$1,400,000.00**. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

3. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Agreement as though fully set forth herein, except as otherwise provided for in this Agreement. Contractor shall abide by all federal, state and Town of Gilbert statutes, ordinances, regulations, and policies in the performance of Contractor’s work under this Agreement. Any provision of

the Cooperative Purchasing Contract in contravention of the foregoing shall be deemed void and unenforceable.

4. Contract Term and Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 2022 or by July 1st of any fiscal year thereafter, Gilbert may terminate this contract by giving written notice to Contractor. Otherwise, the term of this Contract shall commence upon approval and continue through **March 31, 2026**. The contract shall automatically renew coterminous with the underlying **City of Mesa** Contract term. If this Contract is renewed, the Contract fee shall be adjusted as provided for in the Cooperative Purchasing Contract. The Gilbert Purchasing Officer has authority to approve any renewal provided that: (1) the Contract amount does not exceed \$100,000; (2) the original prices remain in effect during the Renewal Term; or (3) the contract unit pricing does not increase or the contract pricing is adjusted pursuant to the terms and conditions of the Cooperative Purchasing Contract. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

5. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name the Town as an additional insured. Prior to commencing work under this Agreement, Contractor shall furnish the Town with Certificates of Insurance, or formal endorsements as required by the Cooperative Purchasing Contract, and this Agreement, issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2023.

TOWN OF GILBERT:

By: _____
Mayor

ATTEST:

Chaveli Herrera
Town Clerk

APPROVED AS TO FORM:

Christopher W. Payne
Town Attorney

CONTRACTOR:
Duramax Holdings LLC dba: Otto Environmental

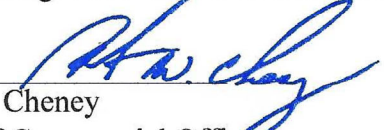
By: 
Robert Cheney
Title: Chief Commercial Officer

EXHIBIT A
CONTRACT OF OTHER GOVERNMENTAL ENTITY

See Attached



**AGREEMENT PURSUANT TO SOLICITATION
CITY OF MESA AGREEMENT 2023125
RESIDENTIAL REFUSE AND RECYCLING CONTAINERS**

CITY OF MESA, Arizona (“City”)

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Evan Karl, NIGP-CPP, CPPB Procurement Officer I
E-Mail	Evan.Karl@MesaAZ.gov
Telephone	(480) 644-2356

With a copy to: City of Mesa – Solid Waste Operations
Attn: Justin Stadt, SR Fiscal Analyst
P.O. Box 1466
Mesa, AZ 85211-1466
Justin.Stadt@MesaAZ.gov

AND

DURAMAX HOLDINGS, LLC DBA OTTO ENVIRONMENTAL SYSTEMS, (“Contractor”)

Mailing Address	12700 General Drive
	Charlotte, NC 28273
Remit to Address	P.O. Box 72605
	Cleveland, OH 44192-0002
Attention	Brandon Budlong
E-Mail	Brandon.budlong@otto-usa.com
Telephone	704-500-4546
Facsimile	704-588-5250

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to Solicitation ("Agreement") is entered into this 6th day of March, 2023, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Duramax Holdings, LLC dba Otto Environmental Systems, a(n) Ohio company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number **2023125** ("Solicitation") for **RESIDENTIAL REFUSE AND RECYCLING CONTAINERS**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **April 1, 2023** and ending on **March 31, 2026**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
2. **Scope of Work**. The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.
3. **Orders**. Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement

Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
 - a. Agreement
 - b. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Scope of Work
 3. Other Exhibits not listed above
 - c. Solicitation including any addenda
 - d. Contractor Response

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B ("Pricing")** in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period before each annual anniversary date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Producer Price Index for Plastics Material and Resin Manufacturing 325211325211**,⁷ Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation

demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

- 5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:
- a. Contractor name, address, and contact information;
 - b. City billing information;
 - c. City contract number as listed on the first page of the Agreement;
 - d. Invoice number and date;
 - e. Payment terms;
 - f. Date of service or delivery;
 - g. Description of materials or services provided;
 - h. If materials provided, the quantity delivered and pricing of each unit;
 - i. Applicable Taxes; and
 - j. Total amount due.
- 5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.
- 5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance**

- 6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.
- 6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

- 6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Before the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
 - 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 6.9.3 Automobile liability, bodily injury, and property damage with a limit of \$1 million per occurrence including owned, hired, and non-owned autos.
- 7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
- 8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit D**.

9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions. Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
Exhibits to this Agreement are the following:
- o (A) Scope of Work
 - o (B) Pricing
 - o (C) Mesa Standard Terms and Conditions
 - o (D) Technical Specifications & Warranty Information
 - o (E) Easibuy, LLC Reverse Auction Procedures and Terms & Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Duramax Holdings LLC

Company Name: DBA: Otto Environmental Systems

Signature: 

Printed Name: Robert Cheney

Title: Chief Commercial Officer

Date: 12/19/22

City Acceptance of Offer

The below document will be executed when Agreement is finalized and awarded.

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2023125.

Awarded this _____



Edward Quedens
cn=Edward Quedens,
o=City of Mesa,
ou=Business Services _____ 2023.
Director / City of Mesa,
email=ed.quedens@mesaa
z.gov, c=US
2023.03.07 09:13:59 -07'00'

Edward Quedens, CPPO, C.P.M.
As Business Services Director

REVIEWED BY:

By: Evan Karl 3/6/2023
Evan Karl, NIGP-CPP, CPPB
Procurement Officer I

**EXHIBIT A
SCOPE OF WORK**

1. **SCOPE OF WORK:** Contractor shall furnish and provide Residential Refuse and Recycling Containers to the Municipal Parties listed both above and in Estimated Annual Container Quantity and Delivery Locations (Exhibit 2). Each Municipal Party seeks firm(s) that can supply the specified containers for each agency as per each of the agency's specifications.

2. **TESTING PROCEDURES:** The City of Mesa will perform tests for those containers which are being considered for award. The containers of the lowest responsive and responsible bid will be tested first. Should the container fail the test, the container from the next lowest responsive and responsible Contractor will be tested. Sample containers must pass all tests to be eligible for an award.
 - a. **PERFORMANCE/STABILITY:** The container shall be stable and self-balancing when in the upright position when either loaded or empty. The containers will be tested for stability by lifting each into the hopper area of an automated side loader and then setting it down. Containers will be tested in the following positions: facing forward toward the truck, turning 45° to the front, turning 45° to the rear, and facing backward. There will be ten (10) lifts for each position with the exception of the barrel backward position, which will be done five (5) times; for a total of thirty-five (35) tests. The container must not slip through the grippers into the hopper or slip to the wheels. Stability is defined as the state of remaining upright and immobile after the container is set in place. To pass the stability test, the barrel must remain upright after at least thirty-three (33) of the thirty-five (35) lifts. If the barrel is out of position in the arms while being set down, no attempt will be made by the operator to keep the barrel balanced and upright.
 - b. **DROP TEST:** Containers shall be drop tested to examine the container's ability to withstand being dropped by a collection vehicle when loaded to its maximum recommended capacity of +/- 200 lbs. Test containers will be filled with sandbags (+/- 200 lbs.), raised to a height of six (6) to seven (7) feet, and dropped. Failure is defined as damage occurring to the container that would prevent normal use or failure to meet the conditions defined in the specifications. The City retains the exclusive right to determine the normal use of a container.
 - c. **RESIN WEIGHT TEST:**
 - i. The container and lid of the 32/35-gallon test container shall weigh a minimum of seventeen (17) pounds without hardware and wheels and have a nominal wall thickness of .170 inches. Measurements will be verified by City staff. If discrepancies in measurements are found, an independent service will be utilized with certified scales/measuring devices. All measurements are made without hardware, wheels, or axle. Failure to meet the weight or wall thickness requirement for the container shall be grounds for disqualification. Bidders may submit an exception to the nominal wall thickness of .170 inch and the City will review the submittals accordingly.
 - ii. The container and lid of each 60/68-gallon test container shall weigh a minimum of twenty-five (25) pounds without hardware and wheels and have a minimum of .170-inch uniform wall thickness. Measurements will be verified by City staff. If discrepancies in measurements are found, an independent service will be utilized with certified scales/measuring devices. All measurements are made without hardware, wheels or axle. Failure to meet the weight or wall thickness requirement for the container shall be grounds for disqualification. Bidders may submit an exception to the nominal wall thickness of .170 inches and the City will review the submittals accordingly.

- iii. The container and lid of each 90/98-gallon test container shall weigh a minimum of thirty-five (35) pounds without hardware and wheels and have a minimum of .170-inch uniform wall thickness. Measurements will be verified by City staff. If discrepancies in measurements are found, an independent service will be utilized with certified scales/measuring devices. All measurements are made without hardware, wheels or axle. Failure to meet the weight or wall thickness requirement for the container shall be grounds for disqualification. Bidders may submit an exception to the nominal wall thickness of .170 inches and the City will review the submittals accordingly.
 - iv. The container and lid of each 160-gallon test container shall weigh a minimum of seventy-five (75) pounds without hardware and wheels and have a minimum of .200-inch uniform wall thickness. Measurements will be verified by City staff. If discrepancies in measurements are found, an independent service will be utilized with certified scales/measuring devices. All measurements are made without hardware, wheels or axle. Failure to meet the weight or wall thickness requirement for the container shall be grounds for disqualification.
 - v. The container and lid of each 300-gallon test container shall weigh a minimum of eighty-five (85) pounds without hardware and wheels or have a minimum of .210-inch uniform wall thickness. Measurements will be verified by City staff. If discrepancies in measurements are found, an independent service will be utilized with certified scales/measuring devices. All measurements are made without hardware, wheels, or axle. Failure to meet the weight or wall thickness requirement for the container may be subject to container disqualification. Each container shall be capable of withstanding the compression force of the Automatic Loading Equipment of four hundred (400) pounds.
- d. **WATERTIGHT:** All test containers must remain watertight during and after a liquid capacity check is completed. Failure to retain water shall be grounds for disqualification.

3. **CONTAINER CAPACITY:**

- a. All 32/35-gallon containers shall hold a minimum of thirty-two (32) U.S. liquid gallons of water in the barrel portion as determined by the following test: All containers will be filled with water while using a flowmeter to ensure volume measurement. Failure to meet the minimum requirements of thirty-two (32) gallons shall be grounds for disqualification. The City may also reject containers that are oversized or in a form not conducive to proper collection or use by customer. Capacity shall not exceed thirty-five (35) gallons.
- b. All 40/48-gallon containers shall hold a minimum of forty (40) U.S. liquid gallons of water in the barrel portion as determined by the following test: All containers will be filled with water while using a flowmeter to ensure volume measurement. Failure to meet the minimum requirements of forty (40) gallons shall be grounds for disqualification. The City may also reject containers that are oversized or in a form not conducive to proper collection or use by customer. Capacity shall not exceed forty-eight (48) gallons.
- c. All 60/68-gallon containers shall hold a minimum of fifty-nine (59) U.S. liquid gallons of water in the barrel portion as determined by the following test: All containers will be filled with water while using a flowmeter to ensure volume measurement. Failure to meet the minimum requirements of fifty-nine (59) gallons shall be grounds for disqualification. The City may also reject containers that are oversized or in a form not conducive to proper collection or use by customer. Capacity shall not exceed sixty-eight (68) gallons.
- d. All 90/98-gallon containers shall hold a minimum of eighty-nine (89) U.S. liquid gallons of water. All containers will be filled with water while using a flowmeter to ensure volume

measurement. Failure to meet the minimum requirements of eighty-nine (89) gallons shall be grounds for disqualification. The City may also reject containers that are oversized or in a form not conducive to proper collection or use by customer. Capacity shall not exceed ninety-eight (98) gallons.

- e. All 160-gallon containers shall hold a minimum of one-hundred-sixty (160) U.S. liquid gallons of water. All containers will be filled with water while using a flowmeter to ensure volume measurement. Failure to meet the minimum requirements of one-hundred-sixty (160) gallons shall be grounds for disqualification. The City may also reject containers that are oversized or in a form not conducive to proper collection or use by customer. Capacity shall not exceed one-hundred-sixty (160) gallons.
 - f. All 300-gallon containers shall hold a minimum of three hundred (300) U.S. liquid gallons of water. All containers will be filled with water while using a flowmeter to ensure volume measurement. Failure to meet the minimum requirements of three hundred (300) shall be grounds for disqualification. The City may also reject containers that are oversized or in a form not conducive to proper collection or use by customer. Capacity shall not exceed three hundred twenty-five (325) gallons.
 - g. All test containers must remain watertight during and after the liquid capacity test is completed. Failure to retain water shall be grounds for disqualification.
- 4. **INVENTORY LEVELS:** The Contractors inventory levels shall be sufficient to provide daily support of each agency. Failure to supply item(s) within thirty days (30) of order placement may result in ordering from an alternate supplier. Repeated incidents of late delivery shall be grounds for termination of the contract.
 - 5. **HAZARD COMMUNICATION REQUIREMENTS:** The successful Contractor agrees to provide Material Safety Data Sheets for all substances that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, (reference - Occupational Safety and Health Standard, Subpart -2- Toxic and Hazardous Substances - Hazardous Communication Standard, Section 1910 - 1200 Hazard Communication). MSDS copies will be provided separately and simultaneously to each City, Town, and School District listed above.
 - 6. **LABELS:** All labels are provided for informational purposes. Text and photographs may be modified to reflect a change in phone number, website address, etc.
 - 7. **DELIVERY:** Delivery shall be made to the location(s) contained herein no longer than thirty (30) calendar days after receipt of an order.

Containers will be ordered as needed and shall be delivered and assembled within thirty (30) calendar days after receipt of an order. Orders placed will be a minimum of a truckload (approximately 500 barrels). Unit prices shall be based on full truckload quantity orders which include all freight (Freight on Board destination, freight prepaid and allowed), insurance, warranty costs, and any other applicable costs excluding taxes within the Phoenix Metropolitan Area. Agencies ordering less than full truckload quantities or are located outside the Phoenix Metropolitan Area may be subject to additional fees to be negotiated with the contractor. All containers will be delivered, unloaded, assembled, and stacked as directed by the Municipal Parties or designated representatives. All unit prices shall include assembly, bolts, plates, hardware, and other incidental items necessary for delivery and ready-for-use product.

All containers will be delivered, unloaded, assembled, and stacked at the following addresses, listed in the Estimated Annual Container Quantity and delivery Locations (Exhibit 2) or as directed by the Municipal Parties or designated representative.

8. **DELIVERY TICKETS / INVOICES:** All delivery tickets and invoices must delineate the supplier's name, address, date, and quantity of units delivered. The Municipal Party shall only authorize payment for the actual quantity of containers delivered to each site.
9. **DELIVERY METHOD:** The Contractor will be responsible for delivery, unloading and placing in designated area specified by the department representative.
10. **BUYBACK OF MATERIAL:** As barrels in our inventory are no longer covered under warranty or are past their useful life, the material remains valuable and can be recycled (high-density polyethylene HDPE only). The Municipal Parties would like the option of having the Contractor purchase these barrels. The buyback of these barrels will be issued to the Municipal Parties in the form of a credit toward purchasing new barrels. The Contractor will arrange to have the containers stacked, picked up, and removed from the Municipal Party's designated locations. Contractor will be responsible for disassembling wheels and axles from containers.
11. **CONTAINERS AND HARDWARE:** When the words "containers and hardware" are used in this specification, it is defined as a complete unit including a full lid assembly. All containers furnished shall be unconditionally warranted for a period of ten (10) years against defects including, but not limited to, cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lowered ultraviolet resistance to aging in the process or normal operational use. Defective containers which are replaced under the warranty provisions shall be replaced as complete containers, i.e., with lids, hardware, wheels, etc.

A defective container is any container, including any component part that:

- (1) Does not continuously perform in the intended manner as set forth in the bid specifications (including smooth maneuverability);
- (2) Does not comply with the minimum design requirements of the bid specifications;
- (3) Does not continuously perform in an intended manner within the warranty period.

Such container(s) shall then be considered to be defective in material, workmanship, and/or design and shall be covered by the terms of this warranty specification. Any defective container shall be replaced or repaired at no cost to the City of Mesa as per Section 12. All costs associated with the replacement of such defective containers shall be borne by the Seller. In the event that containers or any component parts have been manufactured and supplied to the Seller by a subcontractor, the City of Mesa shall consider the Seller as the manufacturer regarding product liability. The warranty terms set forth herein Section 13 shall be applied in full to the Seller.

Containers and hardware which the Seller is obligated to replace under warranty provision shall be promptly replaced. Failure by the Seller to replace defective containers, lids, or hardware within thirty (30) calendar days after notice from the City, shall be sufficient cause for the City to bill the Contractor to recover predetermined costs as per Specifications.

12. **WARRANTY:** All containers delivered shall be warranted for a minimum period of ten (10) years from the date of acceptance against any defects in material and workmanship. At any time during the period, if a defect should occur in any item, that item shall be repaired or replaced by the Seller at no cost or obligation to the Buyer, except where it be shown that the defect was caused by fire damage. Example, a defective lid will be replaced with a lid, a defective wheel will be replaced with a wheel, a defective container body, will be replaced with a complete container. All replacements due to a defect or workmanship shall include all costs, including freight.

The Contractor expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the Municipal Parties.

The Contractor will arrange to have the containers stacked, picked up, and removed from the Municipal Parties' designated Facility. Contractor will disassemble wheels and axles from containers.

13. **LIQUIDATED DAMAGES:** If the Contractor fails to deliver the refuse containers, including unloading, stacking, assembly, and storage placement, within the time specified in these specifications, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$1.00 per container per calendar day for containers not received per the delivery schedule listed in the specifications or as agreed to in writing by both parties. **The liquidated damages of \$1.00 per day per barrel, will be accounted for as a direct credit to the corresponding invoice for which the liquidated damages occurred.** The City may also terminate this contract in whole or part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises without the fault or negligence of the Contractor.

**EXHIBIT B
PRICING**

**Residential Refuse and Recycling Containers
Bids for Otto Environmental Systems (AZ), LLC**

Lot Name	Item Name	Item Number	Bid	Ext Quantity	Ext Bid
Lot 1 - Pricing	32/35 Gallon Refuse/Recycling containers per specifications	1	\$44.49	1000	\$44,490.00
Lot 1 - Pricing	Replacement Lid & Hardware for 32/35 Gallon	1-a	\$20.00	50	\$1,000.00
Lot 1 - Pricing	90/98 Gallon Refuse/Recycling containers per specifications	3	\$50.00	13150	\$657,500.00
Lot 1 - Pricing	Replacement Lid & Hardware for 60/68 Gallon	3-a	\$20.00	660	\$13,200.00
Lot 1 - Pricing	90/98 Gallon Refuse/Recycling containers per specifications	4	\$55.99	102768	\$5,763,980.32
Lot 1 - Pricing	Replacement Lid & Hardware for 90/98 Gallon	4-a	\$20.00	5140	\$102,800.00
Lot 2 - Buyback of Materials	32/35 GALLON MDPE Buyback of Materials	1-a	\$0.01	1	\$0.01
Lot 2 - Buyback of Materials	32/35 GALLON HDPE Buyback of Materials	1-b	\$0.11	1	\$0.11
Lot 2 - Buyback of Materials	32/35 GALLON Cross-Linked Buyback of Materials	1-c	\$0.01	1	\$0.01
Lot 2 - Buyback of Materials	40/48 GALLON MDPE Buyback of Materials	2-a	\$0.01	1	\$0.01
Lot 2 - Buyback of Materials	40/48 GALLON HDPE Buyback of Materials	2-b	\$0.01	1	\$0.01
Lot 2 - Buyback of Materials	40/48 GALLON Cross-Linked Buyback of Materials	2-c	\$0.01	1	\$0.01
Lot 2 - Buyback of Materials	60/68 GALLON MDPE Buyback of Materials	3-a	\$0.01	1	\$0.01
Lot 2 - Buyback of Materials	60/68 GALLON HDPE Buyback of Materials	3-b	\$0.01	1	\$0.01
Lot 2 - Buyback of Materials	60/68 GALLON Cross-Linked Buyback of Materials	3-c	\$0.01	1	\$0.01
Lot 2 - Buyback of Materials	90/98 GALLON MDPE Buyback of Materials	4-a	\$0.01	1	\$0.01
Lot 2 - Buyback of Materials	90/98 GALLON HDPE Buyback of Materials	4-b	\$0.11	1	\$0.11
Lot 2 - Buyback of Materials	90/98 GALLON Cross-Linked Buyback of Materials	4-c	\$0.01	1	\$0.01
Lot 3 - Optional Items	RFID Tag (price per container - all sizes)	8	\$3.50	1	\$3.50
Lot 3 - Optional Items	In mold Labeling (price per container - all sizes)	9	\$4.00	1	\$4.00
Lot 3 - Optional Items	Hot Stamp Die Creation Charge (price per die - all sizes)	10	\$300.00	1	\$300.00
Lot 4 - BAFO	40/48 Gallon Refuse/Recycling containers per specifications	2	\$48.99	400	\$19,596.00
Lot 4 - BAFO	Replacement Lid & Hardware for 40/48 Gallon	2-a	\$16.50	20	\$330.00

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution,

dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
 - iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
- d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.
- g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic

of China; or (iii) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

- h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify the City within 5 business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying the City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default of the Agreement if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner;
 - iv. Fails to carry out any term, promise, or condition of the Agreement; or
 - v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the

- City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION; LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents,

- or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.
- b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this

Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided, and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members, or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile or email, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive, and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship,

Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

**EXHIBIT D
TECHNICAL SPECIFICATIONS & WARRANTY INFORMATION**

Contractor's submitted Technical Specifications & Warranty Information.

ATTACHMENT D
TECHNICAL SPECIFICATIONS / QUESTIONNAIRE

1. DESIGN SPECIFICATIONS FOR THE 32/35 GALLON BEIGE, BLACK, BLUE, BROWN, GREEN, MAUVE, AND SANDSTONE CONTAINERS (ASSEMBLED):

Bidder shall indicate whether the container bid complies with each specification or if there is any exception to the specification.

The Municipal Party must approve all exhibit designs before dies are cut.

	COMPLIES	EXCEPTION
a. <u>Minimum Capacity</u> – Thirty-two (32) U.S. liquid gallons and the maximum capacity shall not exceed thirty-five (35) U.S. gallons. Maximum capacity shall exceed one-hundred-twenty (120) lbs. Total volume capacity is 37.9 gallons.	X	
b. (i) <u>Color - Bid Item 1</u> - The 32/35-gallon containers for refuse collection shall be the color specified by Municipal Party. Prior to the award of a contract, the Bidder shall submit color chips with the bid. The color must match the existing barrel inventory. b. (ii) <u>Color - Bid Item 1</u> - The 32/35 gallon containers for recycling shall be the color specified by Municipal Party. Containers shall have a minimum of one-half (1/2) of one percent (1%) of U.V. stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material. Prior to the award of a contract, the Bidder shall submit color chips with the bid. The color must match the existing barrel inventory. Bidders may submit exceptions to the U.V. stabilizer content for review during evaluation. not less than 0.3% UV additives		X
c. <u>Resin Weight</u> - 32/35 gallon container-minimum 17 pounds +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of .170 inch even wall thickness throughout the container and .135 for the lid. Bidders may submit exceptions to the nominal wall thickness of .170 inches for review during evaluation. Resin weight for the 35-g is 14.7 lbs. body & lid		X
d. <u>Dimensions</u> - All dimensions shown in the Container Details attachment (Exhibit 3), Detail IA 32/35 gallon, are nominal and approximate.	X	
e. <u>Lid</u> – Each container shall be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The design shall assure that the lid is durable and rigid. Lids shall fully open at a minimum of 270 degrees. The lid must operate smoothly and not be a safety hazard, or a potential maintenance problem. When closed, the lid must prevent the entry of rain without latches.	X	

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TECHNICAL SPECIFICATIONS / QUESTIONNAIRE**

	COMPLIES	EXCEPTION
<p>110-degree lid stops are listed as an optional item in the Optional Items Pricing attachment.</p> <p>Lids will be hot stamped or otherwise have permanently affixed information. Sample hot stamp and molded lid information is found in the Container Details attachment (Exhibit 3), Detail IE & IF. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party shall decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price.</p>	X	
<p>f. <u>Hardware and Wheels</u> - Each container shall be furnished with a 5/8" plated steel axle (minimum), two (2) rotationally molded or blow molded, one (1) piece wheels from the same material resin as the container. Axles shall have snap on wheels.</p> <p>Cotter pin wheel attachment, including flat washers between the wheel and the cotter pins, are listed as an optional item in the Optional Items Pricing attachment.</p>	X	
<p>g. <u>Stability and Handling Characteristics</u> - The container shall be stable and self-balancing when in the upright position when either loaded or empty and when the lid is open or closed. The maximum allowable fully opened position of lid is 270 degrees.</p> <p>The container shall be designed to be handled easily by workers and users over a variety of distances and surfaces including sand, gravel, mud, and grass.</p> <p>When the container is loaded with fifty (50 lbs.) pounds of sand, the force (applied directly downward on the handle) required to tilt the container in the "Roll Position," shall not exceed fifty (50 lbs.) pounds as measured by a pull scale.</p>	X	
<p>h. <u>Compression Force</u> - Each container shall be capable of withstanding the compression force of the automated loading equipment of two-hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.</p>	X	
<p>i. <u>Finish</u> - Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred with no sharp edges or corners. Containers are to be manufactured to the highest commercial standards.</p>	X	
<p>j. <u>Labeling</u> - The container shall be labeled. Sample hot stamp and molded information are found in the Container Details attachment (Attachment E), Detail IB & IC. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which</p>	We comply to most specs, but won't be able to do the 11" width nor the 9" height.	X

**ATTACHMENT D
TECHNICAL SPECIFICATIONS / QUESTIONNAIRE**

	COMPLIES	EXCEPTION
<p>they want for their containers. All graphics for all Municipal Parties shall be included in the unit price.</p> <p>The left side of the garbage container, as viewed from the front, shall have the Municipal Party logo on it. The right side of the container shall have the Municipal Party logo and a round 'No Parking' symbol on it.</p> <p>The left side of the recycle container, as viewed from the front, shall have the Municipal Party recycle logo on it. The right side of the container shall have the Municipal Party recycle logo and a round 'No Parking' symbol on it.</p>	X	
<p>k. <u>Serial Numbers</u> - The container shall have molded into it the month and year manufactured and a manufacturer material identification code. <u>This information may appear anywhere except on the bottom or lid of the container.</u></p> <p>Serial numbers shall be between 1" and 1 1/2" in height. Sample serial number and placement used by the City of Mesa, is to have the serial number on the front of the container. The first four digits of the number represent the manufactured date or the warranty expiration date and the rest of the number is the actual manufacturer's serial number, i.e., 0922 – 960001. A sample is in the Container Details attachment (Attachment E), Detail IB & IC.</p>	X	

2. DESIGN SPECIFICATIONS FOR THE 40/48 GALLON BLACK, BLUE AND GREY CONTAINERS (ASSEMBLED):

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

The Municipal Party must approve all exhibit designs before dies are cut.

	COMPLIES	EXCEPTION
<p>a. Minimum Capacity – Thirty-nine (39) U.S. liquid gallons and the maximum capacity shall not exceed forty-eight (48) U.S. gallons. Maximum capacity shall exceed one-hundred twenty (120 lbs.) pounds.</p>	X	
<p>b.(i) <u>Color - Bid Item 2</u> - The 40/48 gallon containers for refuse collection shall be the color specified by Municipal Party. Prior to the award of a contract, the Bidder shall submit color chips with the bid. The color must match existing barrel inventory.</p> <p>b.(ii) <u>Color - Bid Item 2</u> - The 40/48 gallon containers for recycling shall be the color specified by the Municipal Party. Containers shall have a minimum of one-half (1/2) of one percent (1%) of U.V. stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material. Prior to the award of a contract, the Bidder shall submit color chips with the bid. The color must match existing barrel inventory. Bidders may submit an</p>	X	

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TECHNICAL SPECIFICATIONS / QUESTIONNAIRE**

	COMPLIES	EXCEPTION
exception to the U.V. stabilizer content, and the City will review submittals accordingly. not less than 0.3% UV additives		X
c. <u>Resin Weight</u> - 40/48 gallon container-minimum 21 pounds +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of .170 inch even wall thickness throughout the container and .135 inches for the lid. Submitters may submit an exception to the nominal wall thickness of .170 inches and the City will review the submittals accordingly. Resin weight for the 45-g is 19.3 lbs., body & lid		X
d. <u>Dimensions</u> - All dimensions shown in the Container Details attachment (Attachment E), Detail IA 40/48 gallon containers are nominal and approximate. Maximum container width shall be 28"	X	
e. <u>Lid</u> - Each container shall be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The design shall assure that the lid is durable and rigid. Lids shall fully open at a minimum of 270 degrees. The lid must operate smoothly and not be a safety hazard, or a potential maintenance problem. When closed, the lid must prevent the entry of rain without latches. 110-degree lid stops are listed as an optional item in the Optional Items Pricing attachment. Lids will be hot stamped or otherwise have permanently affixed information. Sample hot stamp and molded lid information is found in the Container Details attachment (Exhibit 3), Detail IE & IF. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price.	X	
f. <u>Hardware and Wheels</u> - Each container shall be furnished with a 3/4" plated steel axle (minimum), two (2) rotationally molded or blow molded, one (1) piece wheels from the same material resin as the container. Axles shall have snap-on wheels. Submitters may submit an exception to the 3/4" plated steel axle and the City will review the submittals accordingly. Cotter pin wheel attachment, including flat washers between the wheel and the cotter pins, is listed as an optional item in the Optional Items Pricing attachment (Attachment A).	X	
g. <u>Stability and Handling Characteristics</u> - The container shall be stable and self-balancing when in the upright position when either loaded or empty and when the lid is open or closed.	X	

**ATTACHMENT D
TECHNICAL SPECIFICATIONS / QUESTIONNAIRE**

	COMPLIES	EXCEPTION
<p>The maximum allowable fully opened position of the lid is 270 degrees.</p> <p>The container shall be designed to be handled easily by workers and users over a variety of distances and surfaces including sand, gravel, mud, and grass.</p> <p>When the container is loaded with fifty (50 lbs.) pounds of sand, the force (applied directly downward on the handle) required to tilt the container in the "Roll Position," shall not exceed fifty (50 lbs.) pounds as measured by a pull scale.</p>	X	
<p>h. <u>Compression Force</u> - Each container shall be capable of withstanding the compression force of the automated loading equipment of two hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.</p>	X	
<p>i. <u>Finish</u> - Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred with no sharp edges or corners. Containers are to be manufactured to the highest commercial standards.</p>	X	
<p>j. <u>Labeling</u> – The container shall be labeled. Sample hot stamp and molded information are found in the Container Details attachment (Exhibit 3), Container Imprinting Specification, Detail IB & IC. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price. <i>We comply to most specs, but won't be able to do the 11" width, nor the 9" height.</i></p> <p>The left side of the garbage container, as viewed from the front, shall have the Municipal Party logo on it. The right side of the container shall have the Municipal Party logo and a round "No Parking" symbol on it.</p> <p>The left side of the recycle container, as viewed from the front, shall have the Municipal Party recycle logo on it. The right side of the container shall have the Municipal Party recycle logo and a round "No Parking" symbol on it.</p>		X
<p>k. <u>Serial Numbers</u> - The container shall have molded into it the month and year manufactured and a manufacturer material identification code. <u>This information may appear anywhere except on the bottom or lid of the container.</u></p> <p>Serial numbers shall be between 1" and 1 1/2" in height. A sample serial number and placement used by the City of Mesa, is to have the serial number on the front of the container. The first four digits of the number represent the manufactured date or the warranty expiration date and the rest of the number is the actual manufacturer's serial number, i.e., 0922 – 960001.</p>	X	

**ATTACHMENT D
TECHNICAL SPECIFICATIONS / QUESTIONNAIRE**

	COMPLIES	EXCEPTION
A sample is in the Container Details attachment (Attachment E), Detail IB & IC.	X	

3. DESIGN SPECIFICATIONS FOR THE 60/68 GALLON BEIGE, BLACK, BLUE, BROWN, GREEN, MAUVE, AND SANDSTONE CONTAINERS (ASSEMBLED):

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

The Municipal Party must approve all exhibit designs before dies are cut.

	COMPLIES	EXCEPTION
a. Minimum Capacity – Fifty-nine (59) U.S. liquid gallons and the maximum capacity shall not exceed sixty-eight (68) U.S. gallons. Maximum capacity shall exceed one-hundred-twenty (120 lbs.) pounds.	X	
b.(i) <u>Color - Bid Item 2</u> - The 60/68 gallon containers for refuse collection shall be the color specified by Municipal Party. Prior to the award of a contract, the Bidder shall submit color chips with the bid. The color must match existing barrel inventory.	X	
b.(ii) <u>Color - Bid Item 2</u> - The 60/68 gallon containers for recycling shall be the color specified by the Municipal Party. Containers shall have a minimum of one-half (1/2) of one percent (1%) of U.V. stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material. Prior to the award of a contract, the Bidder shall submit color chips with the bid. The color must match existing barrel inventory. Bidders may submit an exception to the U.V. stabilizer content, and the City will review the submittals accordingly. not less than 0.3% UV additives		X
c. <u>Resin Weight</u> - 60/68 gallon container-minimum 25 pounds +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of .170 inch even wall thickness throughout the container and .135 inches for the lid. Submitters may submit an exception to the nominal wall thickness of .170 inches and the City will review the submittals accordingly. Resin weight for the 65-g is 22.2 lbs., body & lid		X
d. <u>Dimensions</u> - All dimensions shown in the Container Details attachment (Exhibit 3), Detail IA 60/68 gallon containers are nominal and approximate. Maximum container width shall be 28"	X	
e. <u>Lid</u> – Each container shall be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The design shall assure that the lid is durable and rigid. Lids shall fully open at a minimum 270 degrees. The lid must operate smoothly and not be a safety hazard, or a potential	X	

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TECHNICAL SPECIFICATIONS / QUESTIONNAIRE**

	COMPLIES	EXCEPTION
<p>maintenance problem. When closed, the lid must prevent the entry of rain without latches.</p> <p>110-degree lid stops are listed as an optional item in the Optional Items Pricing attachment.</p> <p>Lids will be hot stamped or otherwise have permanently affixed information. Sample hot stamp and molded lid information are found in the Container Details attachment (Exhibit 3), Detail IE & IF. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price.</p>	X	
<p>f. <u>Hardware and Wheels</u> - Each container shall be furnished with a 3/4" plated steel axle (minimum), two (2) rotationally molded or blow molded, one (1) piece wheels from the same material resin as the container. Axles shall have snap-on wheels. Submitters may submit an exception to the 3/4" plated steel axle and the City will review the submittals accordingly.</p> <p>Cotter pin wheel attachment, including flat washers between the wheel and the cotter pins, is listed as an optional item in the Optional Items Pricing attachment (Attachment A).</p>	X	
<p>g. <u>Stability and Handling Characteristics</u> - The container shall be stable and self-balancing when in the upright position when either loaded or empty and when the lid is open or closed. The maximum allowable fully opened position of the lid is 270 degrees.</p> <p>The container shall be designed to be handled easily by workers and users over a variety of distances and surfaces including sand, gravel, mud, and grass.</p> <p>When the container is loaded with fifty (50 lbs.) pounds of sand, the force (applied directly downward on the handle) required to tilt the container in the "Roll Position," shall not exceed fifty (50 lbs.) pounds as measured by a pull scale.</p>	X	
<p>h. <u>Compression Force</u> - Each container shall be capable of withstanding the compression force of the automated loading equipment of two hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.</p>	X	
<p>i. <u>Finish</u> - Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred with no sharp edges or corners. Containers are to be manufactured to the highest commercial standards.</p>	X	

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TECHNICAL SPECIFICATIONS / QUESTIONNAIRE**

	COMPLIES	EXCEPTION
<p>j. <u>Labeling</u> – The container shall be labeled. Sample hot stamp and molded information are found in the Container Details attachment (Attachment E), Container Imprinting Specification, Detail IB & IC. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price. We comply to most specs, but won't be able to do the 11" width, nor the 9" height.</p> <p>The left side of the garbage container, as viewed from the front, shall have the Municipal Party logo on it. The right side of the container shall have the Municipal Party logo and a round "No Parking" symbol on it.</p> <p>The left side of the recycle container, as viewed from the front, shall have the Municipal Party recycle logo on it. The right side of the container shall have the Municipal Party recycle logo and a round "No Parking" symbol on it.</p>		X
<p>k. <u>Serial Numbers</u> - The container shall have molded into it the month and year manufactured and a manufacturer material identification code. <u>This information may appear anywhere except on the bottom or lid of the container.</u></p> <p>Serial numbers shall be between 1" and 1 1/2" in height. A sample serial number and placement used by the City of Mesa is to have the serial number on the front of the container. The first four digits of the number represent the manufactured date or the warranty expiration date and the rest of the number is the actual manufacturer's serial number, i.e., 0922 – 960001. A sample is in the Container Details attachment (Attachment E), Detail IB & IC.</p>	X	

4. DESIGN SPECIFICATIONS FOR THE 90/98 GALLON BEIGE, BLACK, BLUE, BROWN, GREEN, MAUVE, AND SANDSTONE CONTAINERS (ASSEMBLED):

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

The Municipal Party must approve all exhibit designs before dies are cut.

	COMPLIES	EXCEPTION
<p>a. Minimum Capacity – Eighty-nine (89) U.S. liquid gallons and the maximum capacity shall not exceed ninety-eight (98) U.S. gallons. Maximum Capacity shall exceed three-hundred-thirty-five (335 lbs.) pounds. 95-g volume capacity is 102.3</p>		X
<p>b.(i) <u>Color – Bid Item 3</u> - The 90/98-gallon containers for refuse collection shall be the color specified by Municipal Party. Prior to the award of a contract the Bidder shall submit color chips with the bid. The color must match existing barrel inventory.</p>	X	

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TECHNICAL SPECIFICATIONS / QUESTIONNAIRE**

	COMPLIES	EXCEPTION
<p>(ii) <u>Color - Bid Item 3</u> - The 90/98-gallon containers for recycling shall be the color specified by the Municipal Party. Containers shall have a minimum of one-half (1/2) of one percent (1%) of U.V. stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material. Prior to the award of a contract, the Bidder shall submit color chips with the bid. The color must match existing barrel inventory. Bidders may submit an exception to the U.V. stabilizer content, and we will review the submittals accordingly. not less than 0.3% UV additives</p> <p>(iii) <u>Color - Bid Item 3</u> - The 90/98-gallon containers for green waste shall be the color specified by the Municipal Party. Containers shall have a minimum of one-half (1/2) of one percent (1%) of U.V. stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material. Prior to the award of a contract, the Bidder shall submit color chips with the bid. Bidders may submit an exception to the U.V. stabilizer content, and we will review the submittals accordingly.</p>		X
<p>c. <u>Resin Weight</u> – 90/98-gallon container minimum 35 pounds +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of .170 inch even wall thickness throughout the container and .135 for the lid. Submitters may submit an exception to the nominal wall thickness of .170 inch and the City will review the submittals accordingly. Resin weight for the 95-g is 31.05, base & lid</p>		X
<p>d. <u>Dimensions</u> - All dimensions shown in the Container Details attachment (Exhibit 3), Detail IA 90/95 gallon, are nominal and approximate. Maximum container width shall be 28".</p>	X	
<p>e. <u>Lid</u> - Each container shall be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The design shall assure that the lid is durable and rigid. Lids shall fully open at a minimum 270 degrees. The lid must operate smoothly and not be a safety hazard, or a potential maintenance problem. When closed, the lid must prevent entry of rain without latches.</p> <p>110 degree lid stops are listed as an optional item in the Optional Items Pricing attachment.</p> <p>Lids will be hot stamped or otherwise have permanently affixed information. Sample hot stamp and molded lid information is listed in the Container Details attachment (Exhibit 3), Detail IE, IF & IG. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price.</p>	X	

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	COMPLIES	EXCEPTION
<p>f. <u>Hardware and Wheels</u> - Each container shall be furnished with a 3/4" plated steel axle (minimum), two (2) rotationally molded or blow molded, one (1) piece wheels from the same material resin as the container. Axles shall snap on wheels. Submitters may submit an exception to the 3/4" plated steel axle and the City will review the submittals accordingly.</p> <p>Cotter pin wheel attachment, including flat washers between the wheel and the cotter pins, are listed as an optional item in the Optional Items Pricing attachment.</p>	X	
<p>g. <u>Stability and Handling Characteristics</u> – The container shall be stable and self-balancing when in the upright position when either loaded or empty and when the lid is open or closed. The maximum allowable fully opened position of the lid is 270 degrees.</p> <p>The container shall be designed to be handled easily by workers and users over a variety of distances and surfaces including sand, gravel, mud, and grass.</p> <p>When the container is loaded with fifty (50 lbs.) pounds of sand, the force (applied directly downward on the handle) required to tilt the container in the "Roll Position," shall not exceed fifty (50 lbs.) pounds as measured by a pull scale.</p>	X	
<p>h. <u>Compression Force</u> - Each container shall be capable of withstanding the compression force of the automated loading equipment of two hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.</p>	X	
<p>i. <u>Finish</u> - Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred with no sharp edges or corners. Containers are to be manufactured to the highest commercial standards.</p>	X	
<p>j. <u>Labeling</u> – The container shall be labeled. Sample hot stamp and molded information are found in the Container Details attachment (Exhibit 3), Container Imprinting Specification, Detail IB, IC & ID. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price. <i>We comply to most specs, but won't be able to do the 11" width, nor the 9" height.</i></p> <p>The left side of the garbage container, as viewed from the front, shall have the Municipal Party logo on it. The right side of the container shall have the Municipal Party logo and a round "No Parking" symbol on it.</p> <p>The left side of the recycle container, as viewed from the front, shall have the Municipal Party recycle logo on it. The right side</p>		X

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TECHNICAL SPECIFICATIONS / QUESTIONNAIRE**

	COMPLIES	EXCEPTION
<p>of the container shall have the Municipal Party recycle logo and a round "No Parking" symbol on it.</p> <p>The left side of the green waste container, as viewed from the front, shall have the Municipal Party green waste logo on it. The right side of the container shall have the Municipal Party green waste logo and a round "No Parking" symbol on it.</p>	X	
<p>k. <u>Serial Numbers</u> - The container shall have molded into it the month and year manufactured and a manufacturer material identification code. <u>This information may appear anywhere except on the bottom or lid of the container.</u></p> <p>Serial numbers shall be between 1" and 1 1/2" in height. A sample serial number and placement used by the City of Mesa is to have the serial number on the front of the container. The first four digits of the number represent the manufactured date or the warranty expiration date and the rest of the number is the actual manufacturer's serial number, i.e., 0922 – 960001. A sample is in the Container Details attachment (Exhibit 3), Detail IB, IC & ID.</p>	X	

5. DESIGN SPECIFICATIONS FOR THE 160-GALLON BEIGE, BLACK, BLUE, BROWN, GREEN, MAUVE, AND SANDSTONE CONTAINERS (ASSEMBLED):

No bid

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

The Municipal Party must approve all exhibit designs before dies are cut.

	COMPLIES	EXCEPTION
<p>a. <u>Minimum Capacity</u> – One-hundred-sixty (160) U.S. liquid gallons and the maximum capacity shall not exceed one-hundred-sixty (160) U.S. gallons. Maximum Capacity shall exceed five hundred (500 lbs.) pounds.</p>		
<p>b. <u>Color – Bid Item 4</u> - The 160-gallon containers for refuse collection shall be the color specified by Municipal Party. Prior to the award of a contract, the Bidder shall submit color chips with the bid. The color must match existing barrel inventory.</p>		
<p>c. <u>Resin Weight</u> – 160-gallon container minimum 75 pounds +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of .200 inch even wall thickness throughout the container and .135 for the lid.</p>		
<p>d. <u>Dimensions</u> – 160 gallons: All dimensions shown in the Container Details attachment (Exhibit 3), Detail IH 160 gallon, are nominal and approximate. Height: 42" Closed Lid Height Width: 4' side to side and 4' 5" front to back Approximately 35" diameter at collection (gripper) point</p>		

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	COMPLIES	EXCEPTION
All dimensions are approximate; a request for an approved alternate must be submitted if dimensions exceed any of these minimums or maximums.		
<p>e. <u>Lid</u> - Each container shall be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The design shall assure that the lid is durable and rigid. Lids shall fully open at a minimum of 270 degrees. The lid must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must prevent the entry of rain without latches. A smaller "Hatch lid" is required in the larger lid portion.</p> <p>110-degree lid stops are listed as an optional item in the Optional Items Pricing attachment.</p> <p>Sample hot stamp and molded lid information is listed in the Container Details attachment (Exhibit 3), Details IH: 160-gallon containers. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price.</p>		
<p>f. <u>Hardware and Wheels</u> - Each container shall be furnished with a 3/4" plated steel axle (minimum), two (2) rotationally molded or blow molded, and one (1) piece wheels from the same material resin as the container. Axles shall have cotter pin style wheels with flat washers between the wheel and the cotter pin.</p> <p>Two wheels with 3rd wheel option is listed as an optional item in the Optional Items Pricing attachment.</p>		
<p>g. <u>Stability and Handling Characteristics</u> – The container shall be stable and self-balancing when in the upright position when either loaded or empty and when the lid is open or closed. The maximum allowable fully opened position of lid is 270 degrees.</p> <p>The container shall be designed to be handled easily by workers and users over a variety of distances and surfaces including sand, gravel, mud, and grass.</p> <p>When the container is loaded with fifty (50 lbs.) pounds of sand, the force (applied directly downward on the handle) required to tilt the container in the "Roll Position," shall not exceed fifty (50 lbs.) pounds as measured by a pull scale.</p>		
<p>h. <u>Compression Force</u> - Each container shall be capable of withstanding the compression force of the automated loading</p>		

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	COMPLIES	EXCEPTION
equipment of two hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.		
i. <u>Finish</u> - Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred with no sharp edges or corners. Containers are to be manufactured to the highest commercial standards.		
j. <u>Labeling</u> – The container shall be labeled. Sample hot stamp and molded information are found in the Container Details attachment (Exhibit 3), Detail IH: 160-gallon containers. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price.		
k. The container shall have molded into it the month and year manufactured and a manufacturer material identification code. <u>This information may appear anywhere except on the bottom of the container.</u>		

6. DESIGN SPECIFICATIONS FOR THE 195/200 GALLON BEIGE, BLACK, BLUE, BROWN, GREEN, MAUVE, AND SANDSTONE CONTAINERS (ASSEMBLED):

No bid

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

The Municipal Party must approve all exhibit designs before dies are cut.

	COMPLIES	EXCEPTION
a. <u>Minimum Capacity</u> – One-hundred-ninety-five (195) U.S. liquid gallons and the maximum capacity shall not exceed two-hundred (200) U.S. gallons. Maximum Capacity shall exceed seven hundred (700 lbs.) pounds.		
b. <u>Color – Bid Item 5</u> - The 195/200-gallon containers for refuse collection shall be the color specified by Municipal Party. Prior to the award of a contract, the Bidder shall submit color chips with the bid. The color must match existing barrel inventory.		
c. <u>Resin Weight</u> – 195/200-gallon container minimum 90 pounds +/-10% (finished unit container and lid, excluding hardware and wheels), or a minimum of .200 inch even wall thickness throughout the container and .135 for the lid.		
d. <u>Dimensions</u> – 195/200 gallons: All dimensions shown in the Container Details attachment (Attachment E), Detail IJ 195/200 gallon, are nominal and approximate. Height: 53" Closed Lid Height		

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	COMPLIES	EXCEPTION
<p>Width: 4' side to side and 4' 5" front to back Approximately 35" diameter at collection (gripper) point All dimensions are approximate; a request for an approved alternate must be submitted if dimensions exceed any of these minimums or maximums.</p>		
<p>e. <u>Lid</u> - Each container shall be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The design shall assure that the lid is durable and rigid. Lids shall fully open at a minimum of 270 degrees. The lid must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must prevent entry of rain without latches. A smaller "Hatch lid" is required in the larger lid portion.</p> <p>110 degree lid stops are listed as an optional item in the Optional Items Pricing attachment.</p> <p>Sample hot stamp and molded lid information is listed in the Container Details attachment (Exhibit 3), Details IJ: 195/200 gallon containers. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price.</p>		
<p>f. <u>Hardware and Wheels</u> - Each container shall be furnished with a 3/4" plated steel axle (minimum), two (2) rotationally molded or blow molded, one (1) piece wheels from the same material resin as the container. Axles shall have cotter pin style wheels with flat washers between the wheel and the cotter pin.</p> <p>Two wheels with 3rd wheel option is listed as an optional item in the Optional Items Pricing attachment.</p>		
<p>g. <u>Stability and Handling Characteristics</u> – The container shall be stable and self-balancing when in the upright position, when either loaded or empty and when the lid is open or closed. Maximum allowable fully opened position of lid is 270 degrees.</p> <p>Container shall be designed to be handled easily by workers and users over a variety of distances and surfaces including sand, gravel, mud and grass.</p> <p>When the container is loaded with fifty (50 lbs.) pounds of sand, the force (applied directly downward on the handle) required to tilt the container in the "Roll Position," shall not exceed fifty (50 lbs.) pounds as measured by a pull scale.</p>		
<p>h. <u>Compression Force</u> - Each container shall be capable of withstanding the compression force of the automated loading</p>		

**ATTACHMENT D
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	COMPLIES	EXCEPTION
equipment of two-hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.		
i. <u>Finish</u> - Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred with no sharp edges or corners. Containers are to be manufactured to highest commercial standards.		
j. <u>Labeling</u> – The container shall be labeled. Sample hot stamp and molded information is found in the Container Details attachment (Exhibit 3), Detail IJ: 195/200 gallon containers. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price.		
k. The container shall have molded into it the month and year manufactured and a manufacturer material identification code. <u>This information may appear anywhere except on the bottom of the container.</u>		

7. DESIGN SPECIFICATIONS FOR THE 300 GALLON BLACK CONTAINERS (ASSEMBLED):

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

The Municipal Party must approve all exhibit designs before dies are cut.

	COMPLIES	EXCEPTION
a. <u>Minimum Capacity</u> – Three hundred (300) U.S. liquid gallons and the maximum capacity shall not exceed three-hundred-twenty-five (325) U.S. gallons. Maximum Capacity shall exceed one-thousand-one-hundred (1,100 lbs.) pounds.		
b. <u>Color – Bid Item 6</u> - The 300 gallon containers for refuse collection shall be the color specified by Municipal Party. Prior to the award of a contract, the Bidder shall submit color chips with the bid. The color must match existing barrel inventory.		
c. <u>Resin Weight</u> – 300 gallon container minimum 90 pounds +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of .210 inch uniform wall thickness throughout the container and .135 for the lid.		
d. <u>Dimensions</u> – 300 gallons: All dimensions shown in the Container Details attachment (Exhibit 3), Detail IK 300 gallon, are nominal and approximate. Height: 53" Maximum		

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<p>Width: 47" Maximum Shoulder Height: 32-1/2" Minimum Base Diameter: 37" Minimum All dimensions are approximate; a request for an approved alternate must be submitted if dimensions exceed any of these minimums or maximums.</p>		
<p>e. <u>Lid</u> - Each container shall be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, break, tear or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The design shall assure that the lid is durable and rigid. The lid must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must be watertight from falling or blowing rain. Lid shall be domed (convex) to permit water run-off.</p> <p>Containers with the lid molded as part of the base are unacceptable. Lid latches will not be accepted.</p> <p>A 70/30 lid with a 24" by 18" hatch lid, is preferred. A smaller "Hatch lid" is required in the larger lid portion.</p> <p>Bidder shall provide lid style information with the bid.</p> <p>A 50/50 split lid option is listed as an optional item in the Optional Items Pricing attachment.</p> <p>Sample hot stamp and molded lid information is listed in the Container Details attachment (Exhibit 3), Details IK: 300 gallon containers. Hot stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price.</p>		
<p>g. <u>Stability and Handling Characteristics</u> – The container shall be stable and self-balancing when in the upright position, when either loaded or empty and when the lid is open or closed.</p>		
<p>h. <u>Compression Force</u> - Each container shall be capable of withstanding the compression force of the automated loading equipment of two-hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.</p>		
<p>i. <u>Finish</u> - Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred with no sharp edges or corners. Containers are to be manufactured to highest commercial standards.</p>		
<p>j. <u>Labeling</u> – The container shall be labeled. Sample hot stamp and molded information is found in the Container Details attachment (Exhibit 3), Detail IK: 300 gallon containers. Hot</p>		

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stamps are not acceptable in lieu of mold inserts, the manufacturer needs to be able to do both and each Municipal Party will decide which they want for their containers. All graphics for all Municipal Parties shall be included in the unit price.		
k. The container shall have molded into it the month and year manufactured and a manufacturer material identification code. <u>This information may appear anywhere except on the bottom of the container.</u>		

EQUIPMENT COMPATIBILITY. Municipalities listed use the New Way Sidewinder XTR, Wayne Curbtender, DaDee Scorpion and AMREP HX450ASL model vehicles for automated collection.

No bid

1. MATERIAL PROPERTY SPECIFICATION FOR THE 32/35, 40/48, 60/68 AND 90/98-GALLON CONTAINERS

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

Note: bidder must check each item.

	COMPLIES	EXCEPTION
<p>a. <u>Rotationally or injection molded, crosslinked, or linear high or medium density, polyethylene.</u></p> <p>Polyethylene resin must be furnished by a recognized leading manufacturer of the material. Bidders should identify the manufacturer, material type, and production method of the resin (blow-molded containers are not acceptable).</p> <p>The container shall be molded from 100% high or medium-density polyethylene virgin first-quality materials produced by a national petrochemical manufacturer (ex: Exxon, Phillips, Mobil, Dow, DuPont, or equivalent), <u>mixed within 10% to 20% post-consumer high-density (HDPE) or medium density (MDPE) resin.</u> The material must satisfy the manufacturer's original specification for first-quality material and cannot be "batch" produced by the bidder.</p> <p>Upon request, Bidder must supply a letter from the resin manufacturer certifying that the post-consumer resin is of like quality to 100% virgin resin.</p> <p>The bidder must state the source and percentage of particular grades of recycled material (post-consumer scrap) used in the resin for the proposed containers.</p> <p>Upon request, the Bidder shall attach letter(s) from recycled and virgin resin suppliers certifying the actual source of resin and the bidder's assured capability of obtaining sufficient resin to complete the contract prior to bid award.</p>		

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	COMPLIES	EXCEPTION
<p>Specify product offered, and the percentage of recycled content.</p> <p>Product: _____</p> <p>Percent Recycled Content: _____%</p>		
<p>b. The resin shall meet or exceed the following A.S.T.M. molded property specification:</p> <ul style="list-style-type: none"> • Environmental Stress Crack Resistance (E.S.C.R.) Condition "A" for rotational molded containers. • Condition "B" for injection molded containers. <p>Bidder shall substantiate compliance with the above specification by attaching a copy of the actual resin Manufacturer's Published Specification Sheet.</p>		
<p>c. Bid must comply with the following additional container properties, performance standards, and certifications: Minimum 0.5% and Maximum of 1.0% color pigment, hot melt compounded into the resin.</p> <p>Bidder shall identify the specific hot melt compounding extruder herein by its manufacturer's model number and provide the name and address of the facility where the extruder is located.</p> <p><u>Location:</u> _____</p> <p>_____</p> <p>Resin shall contain an ultraviolet stabilizer, consisting of a minimum of Additive Type one-half (1/2) of one percent (1%). This stabilizer must be hot melt compounded into the resin. State additive manufacturer and type.</p> <p>Additive: _____</p> <p>Containers shall be designed to regularly receive and dump a minimum of 200 lbs. without permanent damage, deformation, structural failure.</p> <p>Container and all components shall be capable of withstanding temperature extremes ranging from -30 F to 150 F, when under 200 lbs. total compressing force, applied from opposite sides by the gripping arm.</p> <p>All plastic components will be recyclable into other polyethylene products of a similar nature. The City shall make the final determination as to recyclability. Bidder shall provide a statement of recyclability of the proposed container and components, and upon request shall supply certification of recyclability from the primary manufacturer of each component</p>		

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	COMPLIES	EXCEPTION
<p>or raw material (i.e., resin, hardware, components, etc.) previous to bid award.</p> <p>Bidder shall state the number of containers currently in service utilizing the type of resin offered for this bid.</p> <p>Number of Containers: _____</p> <p>All metal components shall be plated steel or stainless grade 304.</p>		
<p>d. All containers to be compatible with current City of Mesa lifting devices used on all automated refuse equipment. <i>Addendum 1 removes this specification.</i></p>		
<p><u>DURABILITY</u></p> <p>e. All containers shall remain durable in temperature variations of this region under loading conditions of 200 pounds of ballast. In addition, the container shall have a life expectancy of not less than ten (10) years during which time the container and its component parts shall maintain sufficient strength, shape, and appearance, and to be resistant to blows, kicks, and rodent penetration, such as to require no routine maintenance and, in general be maintenance free. Any component part, including but not limited to molded to or attached parts, such as frames or bars, or lids that fail during the ten (10) year warranty period shall constitute failure of the container, and will require replacement by a complete and new container (including shipping and disposal of failed containers) at no cost to the City.</p> <p>The determination of failure will be at the sole discretion of the City of Mesa.</p>		
<p>e. Seller shall maintain copies of all material, process and final inspections and testing reports which it performs or has performed and agrees to promptly furnish copies at no additional cost when requested by the City. Should the Seller refuse to provide the requested reports, samples, and available testing information, it shall be expressly understood and agreed this constitutes a breach of contract. The City may withhold any of its contractual rights, powers or remedies, or take whatever legal actions the City deems necessary to protect its best interests.</p>		
<p>f. Acceptance Testing - City reserves the right to perform or have performed such inspection and testing as considered necessary to assure acceptability and suitability of the containers, lids and hardware. The City may, at its option, have testing performance done by an independent laboratory. The expense of these tests shall be borne by the City. City will use ASTM Standards for purposes of evaluating such tests or inspections. Test or inspections performed under this reservation shall not be considered a waiver of any right or</p>		

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	COMPLIES	EXCEPTION
breach of warranty. (See Section 5 for the details of the testing procedure.		
g. It is further agreed that the City's review, concurrence or approval of the Seller's documentation or product shall in no way relieve the Seller of its responsibilities for specification compliance nor shall it be construed as a waiver of abridgment of the City's legal remedies, rights or powers.		
h. Successful Bidder to furnish 1% spare parts with each shipment as part of the bid price. Consisting of handles and assemblies, wheels and assemblies, lid and hinge assemblies, plus all associated fasteners and brackets.		

2. MATERIAL PROPERTY SPECIFICATION FOR THE 160 AND 195/200 GALLON CONTAINERS

No bid

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

Note: bidder must check each item.

	COMPLIES	EXCEPTION
<p>a. <u>Rotationally or injection molded, crosslinked, or linear high or medium density, polyethylene.</u></p> <p>Polyethylene resin must be furnished by a recognized leading manufacturer of the material. Bidders should identify the manufacturer, material type, and production method of the resin (blow-molded containers are not acceptable).</p> <p>The container shall be molded from 100% high or medium-density polyethylene virgin first-quality materials produced by a national petrochemical manufacturer (ex: Exxon, Phillips, Mobil, Dow, DuPont, or equivalent), <u>mixed within 10% to 20% post-consumer high-density (HDPE) or medium density (MDPE) resin.</u> The material must satisfy the manufacturer's original specification for first-quality material and cannot be "batch" produced by the bidder.</p> <p>Upon request, Bidder must supply a letter from the resin manufacturer certifying that the post-consumer resin is of like quality to 100% virgin resin.</p> <p>The bidder must state the source and percentage of particular grades of recycled material (post-consumer scrap) used in the resin for the proposed containers.</p> <p>Upon request, the Bidder shall attach letter(s) from recycled and virgin resin suppliers certifying the actual source of resin and the bidder's assured capability of obtaining sufficient resin to complete the contract prior to bid award.</p>		

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	COMPLIES	EXCEPTION
<p>Specify product offered, and the percentage of recycled content.</p> <p>Product: _____</p> <p>Percent Recycled Content: _____%</p> <p>Bidders may submit exceptions and we will review the submittals accordingly.</p>		
<p>b. The resin shall meet or exceed the following A.S.T.M. molded property specification:</p> <ul style="list-style-type: none"> • Environmental Stress Crack Resistance (E.S.C.R.) Condition "A" for rotationally molded containers. • Condition "B" for injection molded containers. <p>Bidder shall substantiate compliance with the above specification by attaching a copy of the actual resin Manufacturer's Published Specification Sheet.</p> <p>Bidders may submit exceptions and we will review the submittals accordingly.</p>		
<p>c. Bid must comply with the following additional container properties, performance standards, and certifications: Minimum of 0.5% and Maximum of 1.0% color pigment, hot melt compounded into the resin.</p> <p>Bidder shall identify the specific hot melt compounding extruder herein by its manufacturer's model number and provide the name and address of the facility where the extruder is located.</p> <p><u>Location:</u> _____ _____</p> <p>Resin shall contain an ultraviolet stabilizer, consisting of a minimum of Additive Type one-half (1/2) of one percent (1%). This stabilizer must be hot melt compounded into the resin. State additive manufacturer and type.</p> <p>Additive: _____</p> <p>Containers shall be designed to regularly receive and dump a minimum of 200 lbs. without permanent damage, deformation, or structural failure.</p> <p>The container and all components shall be capable of withstanding temperature extremes ranging from -30 degrees Fahrenheit to 150 degrees Fahrenheit, when under 200 lbs. total compressing force, applied from opposite sides by the gripping arm.</p>		

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	COMPLIES	EXCEPTION
<p>All plastic components will be recyclable into other polyethylene products of a similar nature. The City shall make the final determination as to recyclability. Bidder shall provide a statement of recyclability of the proposed container and components, and upon request shall supply certification of recyclability from the primary manufacturer of each component or raw material (i.e., resin, hardware, components, etc.) previous to bid award.</p> <p>Bidder shall state the number of containers currently in service utilizing the type of resin offered for this bid.</p> <p>Number of Containers: _____</p> <p>All metal components shall be plated steel or stainless grade 304.</p> <p>Bidders may submit exceptions and we will review the submittals accordingly.</p>		
<p>d. All containers to be compatible with the current Municipal Party's lifting devices used on all automated refuse equipment.</p>		
<p><u>DURABILITY</u></p> <p>e. All containers shall remain durable in temperature variations of this region under loading conditions of 200 pounds of ballast. In addition, the container shall have a life expectancy of not less than ten (10) years during which time the container and its component parts shall maintain sufficient strength, shape, and appearance, and be resistant to blows, kicks, and rodent penetration, such as to require no routine maintenance and, in general, be maintenance free. Any component part, including but not limited to molded or attached parts, such as frames or bars, or lids that fail during the ten (10) year warranty period shall constitute a failure of the container, and will require replacement by a complete and new container (including shipping and disposal of failed containers) at no cost to the City.</p> <p>The determination of failure will be at the sole discretion of the City of Mesa.</p>		
<p>e. Seller shall maintain copies of all material, process, and final inspections and testing reports which it performs or has performed and agrees to promptly furnish copies at no additional cost when requested by the City. Should the Seller refuse to provide the requested reports, samples, and available testing information, it shall be expressly understood and agreed this constitutes a breach of contract. The City may withhold any of its contractual rights, powers, or remedies, or</p>		

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	COMPLIES	EXCEPTION
take whatever legal actions the City deems necessary to protect its best interests.		
f. Acceptance Testing - City reserves the right to perform or have performed such inspection and testing as considered necessary to assure the acceptability and suitability of the containers, lids and hardware. The City may, at its option, have testing performance done by an independent laboratory. The expense of these tests shall be borne by the City. City will use ASTM Standards for purposes of evaluating such tests or inspections. Test or inspections performed under this reservation shall not be considered a waiver of any right or breach of warranty. (See Section 5 for the details of the testing procedure.		
g. It is further agreed that the City's review, concurrence or approval of the Seller's documentation or product shall in no way relieve the Seller of its responsibilities for specification compliance nor shall it be construed as a waiver of abridgment of the City's legal remedies, rights or powers.		
h. Successful Bidder to furnish 1% spare parts with each shipment as part of the bid price. Consisting of handles and assemblies, wheels and assemblies, lid and hinge assemblies, plus all associated fasteners and brackets.		

3. MATERIAL PROPERTY SPECIFICATION FOR THE 300 GALLON CONTAINERS

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

Note: bidder must check each item.

	COMPLIES	EXCEPTION
<p>a. <u>Rotationally or injection molded, crosslinked, or linear high or medium density, polyethylene.</u></p> <p>Polyethylene resin must be furnished by a recognized leading manufacturer of the material. Bidders should identify the manufacturer, material type and production method of the resin (blow molded containers are not acceptable).</p> <p>The container shall be molded from 100% high or medium density polyethylene virgin first quality materials produced by a national petrochemical manufacturer (ex: Exxon, Phillips, Mobil, Dow, DuPont, or equivalent), <u>mixed within 10% to 20% post-consumer high density (HDPE) or medium density (MDPE) resin.</u> Material must satisfy manufacturer's original specification for first quality material and cannot be "batch" produced by the bidder.</p>		

**ATTACHMENT D
TECHNICAL SPECIFICATIONS / QUESTIONNAIRE**

	COMPLIES	EXCEPTION
<p>Upon request, Bidder must supply a letter from the resin manufacturer certifying that the post-consumer resin is of like quality to 100% virgin resin.</p> <p>Bidder must state the source and percentage of particular grades of recycled material (post-consumer scrap) used in the resin for the proposed containers.</p> <p>Upon request, Bidder shall attach letter(s) from recycled and virgin resin suppliers certifying the actual source of resin and the bidder's assured capability of obtaining sufficient resin to complete the contract prior to bid award.</p> <p>Specify product offered, and the percentage of recycled content.</p> <p>Product: _____</p> <p>Percent Recycled Content: _____%</p> <p>Bidders may submit exceptions and we will review the submittals accordingly.</p>		
<p>b. The resin shall meet or exceed the following A.S.T.M. molded property specification:</p> <ul style="list-style-type: none"> • Environmental Stress Crack Resistance (E.S.C.R.) Condition "A" for rotational molded containers. • Condition "B" for injection molded containers. <p>Bidder shall substantiate compliance with the above specification by attaching a copy of the actual resin Manufacturer's Published Specification Sheet.</p> <p>Bidders may submit exceptions and we will review the submittals accordingly.</p>		
<p>c. Bid must comply with the following additional container properties, performance standards, and certifications: Minimum 0.5% and Maximum of 1.0% color pigment, hot melt compounded into the resin.</p> <p>Bidder shall identify the specific hot melt compounding extruder herein by its manufacturer's model number and provide the name and address of the facility where the extruder is located.</p> <p><u>Location:</u> _____</p> <p>_____</p> <p>Resin shall contain an ultraviolet stabilizer, consisting of a minimum of Additive Type one-half (1/2) of one percent (1%).</p>		

ATTACHMENT D
TECHNICAL SPECIFICATIONS / QUESTIONNAIRE

	COMPLIES	EXCEPTION
<p>This stabilizer must be hot melt compounded into the resin. State additive manufacturer and type.</p> <p>Additive: _____</p> <p>Containers shall be designed to regularly receive and dump a minimum of 200 lbs. without permanent damage, deformation, structural failure.</p> <p>Container and all components shall be capable of withstanding temperature extremes ranging from -30 F to 150 F, when under 200 lbs. total compressing force, applied from opposite sides by the gripping arm.</p> <p>All plastic components will be recyclable into other polyethylene products of a similar nature. The City shall make the final determination as to recyclability. Bidder shall provide a statement of recyclability of the proposed container and components, and upon request shall supply certification of recyclability from the primary manufacturer of each component or raw material (i.e., resin, hardware, components, etc.) previous to bid award.</p> <p>Bidder shall state the number of containers currently in service utilizing the type of resin offered for this bid.</p> <p>Number of Containers: _____</p> <p>All metal components shall be plated steel or stainless grade 304.</p> <p>Bidders may submit exceptions and we will review the submittals accordingly.</p>		
<p>d. All containers to be compatible with current Municipal Party's lifting devices used on all automated refuse equipment.</p>		
<p><u>DURABILITY</u></p> <p>e. All containers shall remain durable in temperature variations of this region under loading conditions of 200 pounds of ballast. In addition, the container shall have a life expectancy of not less than ten (10) years during which time the container and its component parts shall maintain sufficient strength, shape, and appearance, and to be resistant to blows, kicks, and rodent penetration, such as to require no routine maintenance and, in general be maintenance free. Any component part, including but not limited to molded to or attached parts, such as frames or bars, or lids that fail during the ten (10) year warranty period shall constitute failure of the container, and will require replacement by a complete and new container (including shipping and disposal of failed containers) at no cost to the City.</p>		

ATTACHMENT D
TECHNICAL SPECIFICATIONS / QUESTIONNAIRE

	COMPLIES	EXCEPTION
The determination of failure will be at the sole discretion of the City of Mesa.		
e. Seller shall maintain copies of all material, process and final inspections and testing reports which it performs or has performed and agrees to promptly furnish copies at no additional cost when requested by the City. Should the Seller refuse to provide the requested reports, samples, and available testing information, it shall be expressly understood and agreed this constitutes a breach of contract. The City may withhold any of its contractual rights, powers or remedies, or take whatever legal actions the City deems necessary to protect its best interests.		
f. Acceptance Testing - City reserves the right to perform or have performed such inspection and testing as considered necessary to assure acceptability and suitability of the containers, lids and hardware. The City may, at its option, have testing performance done by an independent laboratory. The expense of these tests shall be borne by the City. City will use ASTM Standards for purposes of evaluating such tests or inspections. Test or inspections performed under this reservation shall not be considered a waiver of any right or breach of warranty. (See Section 5 for the details of the testing procedure.		
g. It is further agreed that the City's review, concurrence, or approval of the Seller's documentation or product shall in no way relieve the Seller of its responsibilities for specification compliance nor shall it be construed as a waiver of the abridgment of the City's legal remedies, rights, or powers.		
h. Successful Bidder to furnish 1% spare parts with each shipment as part of the bid price. Consisting of handles and assemblies, wheels and assemblies, lid and hinge assemblies, plus all associated fasteners and brackets.		



OTTO Environmental Systems **TEN YEAR, NON-PRORATED WARRANTY**

1. Otto Roll Out Waste Container Warranty

For all new residential waste containers, Otto warrants that they will meet applicable specifications and be free from defects in material and workmanship while in normal use for a period of Ten (10) years from the initial date of shipment from Otto's manufacturing facility. Otto extends this warranty only to the first purchaser of the waste container, except when the purchase is made through an authorized Otto distributor, when the warranty will extend to the first purchaser from the distributor and not to the distributor.

2. Exclusions From Warranty Coverage

- 2.1 Normal wear and tear for serviceable containers
- 2.2 Negligent and Abusive Use: including improper storage, use and handling, vandalism, and damage from wildlife
- 2.3 Damage from incompatible, improperly installed, operated, or damaged lifting mechanisms
- 2.4 Improper use of container exceeding specifications
- 2.5 Unauthorized repair or alteration
- 2.6 Damage caused by natural calamities such as fire, storm, or high winds

Types of damages excluded from this warranty will be determined, each on its own merit, by an Otto warranty representative.

3. Warranty Administration

- 3.1 Buyer representative shall notify Otto's applicable Area Sales Manager or Otto Representative in writing before the end of the warranty period for the allegedly defective container(s).
- 3.2 The Serial Number(s) of the alleged defective container(s) shall be submitted via email on the Otto Damage Submittal Form (F-9400) and must be accompanied by the appropriate warranty code identifying where the failure occurred. To properly evaluate the claim, electronic photos of the failure types should be submitted for 20% of the claim quantity.
- 3.3 Buyer agrees that Otto or its designated representative shall have the right to inspect and test the allegedly defective container(s) at the customer's site or a predetermined location.
- 3.4 At the time a Damage Submittal Form is submitted, the containers become Otto's property. Otto requires the right to collect/reclaim and recycle the container(s). Buyer agrees to empty, disassemble, and stack containers for shipment set up by Otto.
- 3.5 Otto reserves the right to either repair, replace or grant credit for defective containers.

4. Exclusive Warranty Remedy

Upon determination of containers/parts as defective by Otto, said product shall, at Otto's sole option, be repaired, replaced or the first purchaser shall be given a credit for the amount of the original purchase price of the affected product. Any repaired or replaced containers/parts will assume the remainder of the ten (10) -year (or) applicable warranty from the original containers initial shipment date.

This warranty is in lieu of any other remedy warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. In no event shall Otto be liable for incidental or consequential damages (including freight charges) or delay in performance resulting from the defect. Products manufactured by a supplier or third party manufacturer, specifically RFID components; distributed products and customers specified items, are not covered by this warranty and may be warranted by the manufacturer's warranty as offered.

Credits not used within six (6) months of issue will expire.

12700 General Drive, P.O. Box 410251 Charlotte, NC 28241
Attn: Warranty Dept. Phone: 1(800)-227-5885

Revision August 20, 2015

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Contract #2023125
Otto Environmental Systems



Otto Environmental Systems
12700 General Drive
Charlotte, North Carolina 28273

Solicitation #2023125 for Residential Refuse and Recycling Containers

Bid Due: December 21, 2022 at 3:00 p.m.

Comments and Exceptions

ATTACHMENT D

TECHNICAL SPECIFICATIONS/QUESTIONNAIRE

1, 2, and 3. DESIGN SPECIFICATIONS FOR THE 32/35, 40/48, 60/68- and 90/98-GALLON CONTAINERS

b. (ii) Bid Item 1 – minimum one-half (1/2) of one percent (1%) of U.V. stabilizer

Please accept a UV content of .3% by weight. Our rollout containers have long been made with UV HALS Tinuvin 783 at 3000 PPM in the final product, which has proven to be effective for a period of more than 10 years throughout North America including the highest UV areas of Arizona and Florida. It would only be necessary to use as much as .5% of UV HALS additive if inefficient and weaker additives were to be used. Our containers are warranted against material and workmanship defects for 10 years, including any potential structural UV effects.

ATTACHMENT D

TECHNICAL SPECIFICATIONS/QUESTIONNAIRE

1., 2, and 3. DESIGN SPECIFICATIONS FOR THE 32/35, 40/48, 60/68- and 90/98-GALLON CONTAINERS

C. Resin Weight – 32/35-gallon container - 14.7 lbs. body and lid

Wall thickness – The average wall thickness is 0.15” average Lid thickness - 0.12”

Resin Weight – 40/48 – gallon container – 19.3 lbs. body and lid

Wall thickness – The average wall thickness is 0.15” average Lid thickness - 0.12”

Resin Weight - 60/68-gallon container- 22.2 lbs., body, and lid

Wall thickness – The average wall thickness is up to 0.19”, average lid thickness – 0.10

Resin Weight – 90/98-gallon container – 31.05 lbs. body and lid

Wall thickness - The average wall thickness is up to 0.19”, average lid thickness – 0.15

Labeling

We comply to most of the specifications, but we won't be able to do the 11” width nor the 9” height.

Exceptions are also located on Attachment D.

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CORPORATE PROFILE

Company History

With a legacy spanning over 85 years, Otto's original company was founded in Kreutzal, Germany, in 1934. The company entered the waste management industry in 1950. With the introduction of injection molded containers in 1965, Otto pioneered the two-wheeled trash cart in use today. The largest brand of plastic waste containers in the world, Otto has more than 160 million carts servicing communities around the globe.

Diversified Portfolio

Not only does Otto manufacture a wide range of waste container products, Otto also owns a waste container service group along with a custom and contract molding group. Some of the principal activities of these divisions are:

Waste Container Products: Municipalities and Private Haulers

Offering waste containers for various types of waste streams in both the residential and commercial categories. These include but are not limited to general waste, recycling, yard waste, organic waste, and e-waste.

Container Management Services

Providing services such as assembly, distribution and recovery (A&D), logistics, cart repair, inventory management, warranty management, and cart re-branding for deployed waste containers.

Waste Container Products: Retail Sector

Offering waste container options to retailers that allow consumers to purchase containers for needs beyond their weekly collection service or for those whose collection service requires containers to be purchased by the individual.

Operations Overview

Otto Environmental Systems North America, Inc. (OESNA) is a wholly owned subsidiary of Duramax Holdings, LLC. After entering the United States market in 1983, the company rapidly gained market share by importing containers from its European factories. In 1988, Otto invested \$40 million toward its first domestic manufacturing facility located on a 16-acre tract of land in Charlotte, North Carolina. Due to the company's consistent growth, Otto has expanded this facility to accommodate additional machinery, assembly and staging areas, and storage space. The North Carolina facility now houses 177,000 square feet of indoor space, including Otto's North American corporate offices. It is also equipped with an impressive array of modern injection molding equipment.

In 2002, Otto opened its second North American facility in Eloy, Arizona. The Eloy facility contains 27,300 square feet of manufacturing space, 400,000 square feet of inventory space, and 4,700 square feet of administrative office space. The plant features several large injection molding machines and various types of manufacturing equipment, which have significantly increased production capacity.

Otto: Serving Municipalities and Private Haulers

Since 1983, Otto has developed and maintained lasting relationships with many diverse municipalities and private haulers. As a result, Otto's reputation is that of a valued and dependable partner. (references provided upon request.)

Otto provides a range of products including a broad array of two-wheeled carts, recycling bins, and related products, along with commercial dumpsters for a variety of waste streams in both residential and commercial sectors. For complex municipal contracts, Otto offers consultation services to guide you through the waste collection process. Whether it is going to council meetings or educating residents, Otto has experts with hands-on experience to help every step of the way.

Otto's experienced sales force is the largest in the industry and is uniquely qualified to understand your needs and offer custom, cost-effective solutions. Our dedicated customer support team oversees the order process from order to delivery. Finally, our strategically located facilities, manufacturing partners and distributors help improve product lead time and decrease freight costs.

Container Management

A division of OESNA, OCM Solutions, LLC (OCMS) is a logistics company that focuses on container management – assembly, distribution, and recovery (A&D); container evaluations and maintenance; inventory management; and container re-branding.

Originating in Europe, OCMS and its predecessor, Otto Container Management, LLC (OCM), has 40 years of experience in cart maintenance and repair programs with service contracts throughout France, Italy, Britain, Germany, Spain, Mexico, and Brazil. OCMS has taken the best practices from these locations to bring the greatest value to its customers in the United States.

OCM began U.S. operations in 2000 and merged into OCMS in 2018. OCMS is headquartered alongside its product manufacturing division in Charlotte, North Carolina. OCMS currently employs 50 full-time team members and has a fleet of 40 service box trucks identifiable with professionally applied graphics and 17 trucks with trailers. The fleet operates under D.O.T. standards, and all trucks are equipped with GPS systems linked to route planning software that provides accurate service verification.

OCMS has a growing fleet of locations across the United States, collectively handling about 2.1 million carts. Between 2014-2016, OCMS completed over 1.3 million cart actions (approximately 44,000 actions per month) and distributed more than 1.4 million containers to end-user locations via A&D (assembly and distribution) projects.

Heightened environmental awareness has led to goals such as becoming 95% emissions free or better by 2018. To accomplish this, OCMS is proud to purchase only zero-emission diesel or CNG trucks for existing and future projects. The fleet currently includes 57 vehicles, 1 of which is a zero-emission vehicle.

Otto: Serving the Retail Sector

Finding a niche in the consumer waste market, Otto's retail division provides containers to high-volume retailers for business-to-consumer sales. Otto Retail got its start in 2013, quickly gaining traction by landing big accounts such as The Home Depot. Otto Retail continues to expand its offerings to suit the needs of consumers.

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Contract #2023125
Otto Environmental Systems

Expert Engineering

Otto strives to provide a breadth of products and services for its customers. Our engineering and product design team has the expertise to provide the best cost-effective solution to meet your needs for quality, durability, and longevity. Otto uses a plastic injection molding process using high density polyethylene (HDPE) to produce many of its products, including two-wheel carts, dumpsters, and contracted and custom molded parts. Injection molding provides consistency and durability with design features that are built into the mold to strengthen areas that face unique stress points. Otto containers are engineered with the appropriate balance of stiffness and flexibility to provide flex and conformity for an automated grabber, resulting in fewer stress points. Special features of our two-wheel carts feature a molded-in wear ridge at the bottom of the cart to prolong the container lifespan and patented dimples at four sides to assist with gripping power.

Quality Management

Otto Environmental Systems North America, Inc. is ISO 9001:2015, and IATF 16969:2016. Otto is regularly audited to maintain these certifications. Every order is inspected to meet specified project requirements. Otto carts are manufactured using high density polyethylene (HDPE). Otto only uses HDPE grades that have longer molecular chains to decrease the melt index and give the material “melt strength.” The higher molecular weight also gives the material increased environmental stress crack resistance (ESCR), impact strength, and cold-temperature toughness over a material with a similar density but shorter molecular chains. Each lot of resin is put through extensive testing to verify the melt flow index and check for moisture and contamination to ensure the resin meets Otto’s established standards.

Advantages of the Otto Injection Molded Container

Otto Environmental Systems North America, Inc. refuse containers are manufactured by an injection molding process. The injection molding process is capable of making products with complex designs that would not be possible by other manufacturing processes such as rotational or blow molding. For example:

- HDPE (high-density polyethylene) composition is heavy duty and fully recyclable.
- The automated manufacturing process yields lower container prices.
- Injection molding allows for intricate design features, such as wear strips, support ribs, and assembly slots, where other molding processes create simpler outputs with limited mold design capability.
- Consistency in wall thickness allows isolation of special features in order to strengthen areas where the container faces special stress, for example:
 - Lid attachments are cylindrical-shaped and double-ribbed, creating a robust attachment to the container body.
 - The container base is manufactured with a dual molded-on “wear strip” to take the brunt of the wear and abuse. The flat bottom of the container does not touch the ground.
 - Molded gussets contribute greater strength to the axle mounting details.
- High pressure injected resin ensures complete and even coverage throughout the mold, providing overall consistent wall thickness and eliminating thin spots or “windows.”
- An extra deep toehold assists with handling heavy loads.

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Other benefits include:

- A guaranteed ten-year, non-prorated warranty on carts and a five-year, non-prorated warranty on recycling bins, along with a one-year non-prorated warranty on commercial dumpsters.
- A container failure rate of less than 1%.
- Standard snap-on wheels that roll easily, quietly and provide greater control of the cart.
- A large oversize solid steel axle, which is manufactured from recycled material, to provide exceptional durability.
- A cart design that leads the industry in wind stability.
- A virtually maintenance-free container, decreasing costly labor for repair.
- A durable metal lower “catch” bar.
- Industry leading and value-added graphic design services for instructions and container branding.
- A selection of seven standard colors and superior hot stamping using the latest heat sink technologies.
- An aesthetically pleasing container that complements both inside and outside environments.

Innovative Technology

Otto is actively investing in cloud-based technologies to change our world for the better. Our investment in “the cloud” aims to reduce our manufacturing footprint and in turn, increase efficiencies that will lead to a cleaner community, less printed paper, more recycled product, and reduced product lead times.

All Otto carts can be equipped with RFID tags or permanent barcodes that can link a cart to a specific address. With RFID, a plastic RFID tag is placed inside the handle of the cart during assembly at Otto’s manufacturing facility and secured in place once the hinge pins are fastened to the lid. Barcodes are available at the time of manufacture with several application options.

ANSI Approved

Otto carts meet or exceed A.N.S.I. (American National Standards Institute) Z245 standards for compatibility dimensions to ensure that containers and lifters work together to safely empty and return the container to the ground after collection. These include bib and lift bar dimensional requirements based on the container type. For required markings, Otto carts include a code for the date of manufacture, the maximum payload weight rating, the volumetric capacity, and safety “close lid before moving” instructions. Cart testing is always executed with the maximum load weight of 3.5 pounds per gallon. Additional proprietary tests are also performed and recorded to ensure variables such as different working shifts, raw materials, and equipment are consistent for optimal output.

A.N.S.I. sts include:

1. **Curb Test:** This test determines whether the cart’s handles, wheels and axles will withstand the repeated impact forces experienced during a normal 10-year useful life. A maximum loaded cart is pushed off a curb of 5.5 inches and repositioned at the top and repeated for 520 cycles! Otto’s steel axles and strong axle ribs ensure a strong base to absorb the impact without breaking.
2. **Lid Test:** Otto cart lids can withstand a load of 80 pounds (comparable to the weight of a small child) without collapsing.
3. **Force to Tip Test:** Cart testing measures the force required to start container movement or tip a maximum loaded cart to ensure ease of operation. Otto carts are well below the industry standard of not exceeding 120 pounds of force.
4. **Center of Balance Position Test:** To further ensure ease of operation, Otto carts are tested to ensure that the height of the handle at the center-of-balance position is between 29-40 inches.

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5. **Slope Stability Test:** This test checks the static stability of an empty and loaded cart on a 5-degree slope. Otto carts stand, without tipping or moving, in three different orientations.
6. **Volumetric Loading Capacity Test:** To determine the volume of a container, Otto carts are immersed in a tank of water to verify the volume of the cart.
7. **Loading and Unloading – Automated (Cycle Test):** A loaded cart is engaged by the lifter and emptied. The cart is reloaded and inspections are made every 100 lifts.
8. **Loading and Unloading – Semi-Automated (Cycle Test):** A loaded cart is engaged by the lifter and emptied. The cart is reloaded and inspections are made every 100 lifts.

Corporate Sustainability

Otto is committed to corporate sustainability at our manufacturing locations and in our community. Within the manufacturing process, Otto uses the highest possible levels of recycled content without compromising product integrity.

Otto has centered its policies and procedures around environmental sustainability – those actions that reduce the impact that the company's manufacturing has on both local and global environments. Our manufacturing operations have increasingly incorporated additional efforts to reduce their carbon footprint. In the past few years, Otto has been able to reduce six-fold its solid waste generation through reclamation, recycling and recapturing efforts. Otto recycles 13 million pounds of plastic annually through both internal and externally sourced operations.

EXHIBIT E
EASIBUY SUPPLIER AGREEMENT TERMS AND CONDITIONS

EASiBuy LLC (“EASi”).

SUPPLIER AGREEMENT TERMS AND CONDITIONS

EASiBuy LLC (“EASi”) does not verify or validate any buyer information provided or representations made by users on the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge EASi, its employees, agents and partners make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from EASi. You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and EASi is in no way a party to or responsible for the performance of such agreement. Therefore: 1) EASi DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EASi FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY YOUR SIGNATURE BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

READ THIS AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE SIGNING. BY SIGNING, YOU WILL BE PERMITTED TO UTILIZE THE EASIBUY LLC (“EASi”) INTERNET-BASED STRATEGIC SOURCING SOLUTION (“SOLUTION”) FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ON-LINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. SHOULD YOU CHOOSE NOT TO SIGN AND RETURN THIS AGREEMENT PRIOR TO THE ON-LINE BIDDING EVENT, YOU WILL BE DENIED ACCESS TO THE SOLUTION AND THE BIDDING EVENT.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through EASiBuy website by the use of a password(s) and/or access code(s) for the purpose of participating in a specific electronic online bid auction event. Any subsequent rights to access the Solution will require you to accept a new “Supplier Agreement Terms and Conditions”. EASi reserves the right to terminate your access to the Solution or any of its services at any time, if EASi

shall determine, in its sole discretion, that you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination, EASi shall notify you immediately.

2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, EASi will make available to you electronic access and use of the Solution for you to participate in a one-time, online bidding event. EASi will also provide such other assistance in the way of customer support and service as are set forth below. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. EASi shall have no responsibility for ensuring sales of goods or services using the Solution will comply with such laws, ordinances, regulations, or policies. The Supplier, in using the system, has the responsibility for the sale including, but not limited to, the following:

- Accepting the terms and conditions of this agreement as contained in the Bid Package not less than 3 business days in advance of a scheduled event
- Selecting appropriate procurement opportunities to participate
- Preparing and assuring the completeness of any bids, quotes or proposals
- Submitting any bids, quotes or proposals electronically within the buyer established deadlines
- Maintaining with the Buyer, the security and the integrity of the bid procurement process
- Participating in any Pre-bid Conference(s) and telephonic tutorial for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

As a supplier, you also acknowledge that EASi’s responsibilities are, but not limited to, the following:

- Clarifying bidding processes and timelines
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any Pre-bid Conference(s)
- Conducting the electronic bid event and providing help desk support during the event
- Publishing appropriate results to the users and obtaining feedback from participants

EASiBuy LLC ("EASi").

SUPPLIER AGREEMENT TERMS AND CONDITIONS

3. Conduit Services Only. The Solution provides only an Internet conduit through which the following may take place: (a) you may communicate the availability of your goods and services to potential buyers, (b) potential buyers may communicate their procurement needs to you and (c) you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of the Supplier Agreement. EASi makes no representation of any kind concerning the reputation, reliability or any other matter concerning participating buyers. EASi recommends you conduct your own inquiries concerning the qualifications and reputation of buyers, and you must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. EASi does not verify the information supplied or representations made by buyers on the Solution and makes no warranty of any kind to you concerning any buyer using the Solution. EASi recommends you look solely to the buyer with respect to any buyer-related information, representations and warranties.

5. Coded Access. Participation in the online bid event is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. EASi is not responsible for such unauthorized use of the Solution.

6. Availability and Operation of the Solution. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and that neither you nor your business will have any claim against EASi as a result of any non-availability of the Solution at a particular time or times or any failure of the Solution to operate as intended.

7. Sole Remedy. If you are dissatisfied with the functionality of this Solution or the services EASi provides, your sole remedy is to cease using the Solution. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST EASi RELATED TO YOUR USE OF THE SOLUTION.

8. Virus. You hereby agree EASi will not be liable for any harm that may be caused by the inadvertent or deliberate transmission of any malicious computer software, or such other computer program transmitted through its website from a third party.

9. Information You Provide. You agree any information you provide about yourself or your agents when registering to use the Solution is accurate, current and complete and you will maintain and update that information to ensure that it remains as such. If EASi suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your

business will indemnify EASi against such claim or liability including costs and attorneys fees incurred in defending against it.

10. Security. EASi uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents have the responsibility to manage your internal security by safeguarding passwords and establishing your own internal security procedures, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you agree to immediately report the same to EASi and a new password will be assigned for your use. EASi does not and cannot guarantee that information will remain secure.

11. Fees. The design, maintenance and operation of the Solution requires substantial costs and investment by EASi. Thus, a transaction fee ("Transaction Fee") based on the total final purchase price stated upon award will be charged to the awarded supplier. The Transaction Fee for specific products and services for each event shall be owed by you and your company upon the execution of each awarded sale resulting from your submission of any request for quotations through this Solution. You hereby acknowledge that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, you are obligated to pay the Transaction Fee to EASi if you are the awarded supplier. Said Fee will be assessed to the awarded supplier as follows.

Awarded Supplier Reporting and Payment Terms and Conditions: The Awarded Supplier will be responsible to pay the Transaction Fee of 0.98% percent to EASi for all payments received from the Buyer, any of its political subdivisions or any other entity (the "Buying Agent") resulting from this bidding event or subsequent contract.

Upon notification of award from the Buyer, the Awarded Supplier is required to provide ACH, credit card account payment information, or invoice billing details ("Preferred Transaction Fee Payment Method") to EASi. Awarded Suppliers paying via credit card will be charged an additional credit card processing fee of 3% of the Transaction Fee. EASi will charge the Awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

Term Purchases: For Term or ongoing purchases, Awarded Supplier is required to enter into the Solution all Buying Agent payments received (the "Payment" or "Payments") and details of the items, quantities and prices associated with those Payment(s) received within ten (10) days of the end of each month. If Awarded Supplier fails to enter Buying Agent payment information by the 10th of the month EASi will charge to Supplier's Preferred Transaction Fee Payment Method an amount equal to one month of the overall contract value estimated by the Buying Agent times the Transaction Fee percentage. The Transaction Fee will be charged to your Preferred Transaction Fee Payment Method on the fifteenth of each month.

EASiBuy LLC (“EASi”).

SUPPLIER AGREEMENT TERMS AND CONDITIONS

Audit Right: the Buying Agent and EASi reserve the right to audit the accuracy of the Transaction Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day’s prior written notice, and in such a manner as not to unreasonably interfere with the Awarded Supplier’s normal business activities. Transaction Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Transaction Fees are determined to have been underpaid by more than five percent (5%) for the period audited, Awarded Supplier shall pay for the costs of such audit.

12. Disclosures. You acknowledge by using the Solution, you agree to provide EASi accurate and complete information regarding (a) any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution; (b) the final price agreed upon between you and the participating buyer with respect to the product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution. You understand and acknowledge you are to provide this information to EASi immediately upon becoming aware of such information and EASi relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

You acknowledge and agree the buyers conducting online bidding events through the Solution may be governmental or quasi-governmental entities, and that, prior to entering into any binding agreement with you for the purchase of any product or service, such buyers may be required to comply with numerous state and local laws, regulations and ordinances with respect to the procurement of goods and services by governmental entities. You acknowledge and agree such compliance by participating buyers may involve public notice, public hearings, counsel meetings, and other lengthy processes.

13. Privacy Policy. You hereby acknowledge EASi has the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. EASi reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable or in violation of this Agreement.

The information we receive depends on what you do when visiting the Solution. If you visit the Solution to read or download information, we collect and store only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an America Online account), and the date and time you access the Solution. We use this information to measure the number of visitors to different sections of the Solution, so that we can make the Solution more useful to our visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, company name, mailing address, email address).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. You agree not to hold EASi responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the Solution. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

14. Reselling or Transfer. You agree not to resell or transfer your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person.

15. Access to Internet. You agree that in order to use the Solution you must: (a) provide your own access to the Internet, and (b) provide all equipment necessary for you to make the connection to the Internet. EASi is not responsible for the speed, reliability and/or quality of your connectivity to the Internet.

16. Interference with Others. You agree not to use the Solution in a manner that would restrict or inhibit any other party’s use of such services.

17. Links to Other Sites. This Solution may link you to other sites on the Internet. These links are provided for your convenience but the sites to which the links connect are not under EASi’s control. You understand and agree that the linking of the system to other sites does not mean that these sites are endorsed by EASi, and EASi is not responsible for the legality, accuracy or any other aspect of the operation or content of any sites to which links are provided.

18. Copyright – How you May Use the Content of the Solution. The content of this Solution (the “Content”) is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies that you make of the material must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. This material is not for republication, except as authorized in this paragraph. You are not being granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by EASi and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of EASi, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of your transactions using the Solution.

EASiBuy LLC ("EASi").

SUPPLIER AGREEMENT TERMS AND CONDITIONS

19. **Framed Links.** You may not create framed links to the Solution without express written permission from EASi.

20. **Modification.** EASi, in its sole discretion, has the right to modify this Agreement at any time. Any modification is effective upon either posting notice of such modification on EASi's website or upon notice by certified mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.

21. **Non-Circumvention.** You agree you will not, directly or indirectly, take any action with the Buyer or any other Suppliers involved in this specific event which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once (1) you have agreed to the terms and conditions contained herein and 2) electronically viewed or received a specific request for quotations from a buyer through the Solution, you will not, directly or indirectly, enter into any agreement related to such specific request for quotations with such buyer outside the Solution or in any manner such as paper or verbal bids which would result in your failure to pay to EASi the fee set out in Section 11 hereof. You agree to maintain confidentiality between the Buyer, your company and its representatives and EASi regarding the submission of quotations and subsequent pricing before and during the auction event.

22. **Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to or application of its conflict of laws principles.

23. **Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.

24. **Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.

25. **No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.

26. **Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

YOUR SIGNATURE BELOW IS YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ AND FULLY UNDERSTAND THE FOREGOING AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS IN THEIR ENTIRETY.

❖ ***I understand that if "I Do Not Accept" the terms listed in this Agreement or if I do not respond to this Agreement, EASi cannot allow me or my company to participate in the online bid.***

I accept the terms listed in this agreement as well as Appendix A

Duramax Holdings LLC
Company Name Otto Environmental Systems

Name Robert Cheney

Title Chief Commercial Officer

Signature 

Date 12/19/22

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications. In accordance with **City of Mesa Contract No. 2023125**

Notices: All notices required under this Agreement shall be sent to:

Town Manager
Town of Gilbert
50 E. Civic Center Drive
Gilbert, Arizona 85296

Delivery Location: Per PO or Instructions by the TOG

Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Agreement to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

Emergency Contact: Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert (“local emergency”) or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency (“State of Emergency”). In the event of a local emergency or State of Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated

Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on short notice so that effective response can be initiated.

Equal Treatment of Workers: Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of performance under the Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

Uyghurs. In accordance with Arizona Revised Statutes § 35-394, Contractor hereby certifies and agrees that Contractor does not currently and shall not for the duration of this Contract use 1) the forced labor of ethnic Uyghurs in the People’s Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People’s Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Company becomes aware during the term of this Contract that Contractor is not in compliance with this Section, then Contractor shall notify Gilbert within five (5) business days after becoming aware of such noncompliance. If Company does not provide Gilbert with written certification that Contractor has remedied such noncompliance within one hundred eighty (180) days after notifying Gilbert of such noncompliance, this Contract shall terminate, except that if the Contract termination date occurs before the end of such one hundred eighty (180) day remedy period, this Contract shall terminate on such contract termination date.



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Christopher W. Payne, Town Attorney & Risk Manager, 503-6168

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: Legal Services Agreement with Wood Smith Henning & Berman LLP

STRATEGIC INITIATIVE: Prosperous Community

RECOMMENDED MOTION

A motion to approve a legal services agreement with Wood Smith Henning & Berman LLP.

BACKGROUND/DISCUSSION

In October 2022, the Town Attorney's Office issued a Request for Qualifications to the legal community, requesting responses from lawyers and law firms to provide outside legal services to Gilbert across various legal areas. The Town Attorney's Office received proposals from 15 law firms. The proposals were evaluated, and all firms were found to be qualified in the practice areas identified in their proposals. These firms will be placed on a qualified vendors list maintained by the Town Attorney's Office for the terms of the agreements (initial 4-year term with two one-year renewals).

The following 15 firms responded to the Request for Qualifications, and all were found to be qualified for the practice areas identified in their proposals:

- Berke Law Firm PLLC
- Dickinson Wright PLLC
- Edward & Amato PC
- Grasso Law Firm
- Greenburg Traurig LLP

- Gust Rosenfeld PLC
- Law Offices of Michael A. Curtis PLLC
- Osborn Maledon, PA
- Peshkin & Kotalik PC
- Pierce Coleman PLLC
- Struck Love Bonjanowski & Acedo PLC
- Stratton Law Firm PLLC
- Wallin Hester PLC
- Wood Smith Henning & Berman LLP
- Wright Welker & Pauole PLC

As legal needs arise for outside counsel services, firms on the list will be engaged to handle specific matters, as determined by the Town Attorney's Office. However, it may be sometimes necessary to retain the services of firms not on the qualified vendors list due to specific subject matter expertise or other necessary experience.

Agreements for the following firms were approved by the Town Council on January 24, 2023:

- Dickinson Wright PLLC
- Grasso Law Firm
- Gust Rosenfeld PLC
- Law Offices of Michael A. Curtis PLLC
- Peshkin & Kotalik PC
- Pierce Coleman PLLC

The Town Attorney's Office seeks approval of a contract with Wood Smith Henning & Berman LLP to provide litigation tort defense to the Town.

Agreements for the remaining firms will be brought to the Council if/when those firms are assigned legal matters.

The agreement was reviewed by Christopher W. Payne.

FINANCIAL IMPACT

Legal Services are budgeted annually from every fund that utilizes the services. The Town Attorney's Office and other affected Town Departments are responsible to stay within budgeted amounts or request contingency as needed.

The financial impact was reviewed by Christopher Scott, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends approval of the agreement as presented.

Respectfully submitted,

Christopher W. Payne
Town Attorney & Risk Manager

Approved By

Approval Date

Chris Payne

4/19/2023 3:55:03 PM

Chris Payne

4/19/2023 3:55:10 PM

Christopher Scott

4/20/2023 7:19:41 AM

**AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE TOWN OF GILBERT
AND
WOOD SMITH HENNING & BERMAN LLP.**

AGREEMENT NO. 323000371

THIS AGREEMENT FOR LEGAL SERVICES (hereinafter “Agreement”), is made and entered into on this 2nd day of May, 2023, by and between the Town of Gilbert (hereinafter the “Town”) and Wood Smith Henning & Berman LLP (hereinafter “Counsel”).

RECITALS

WHEREAS, in October 2022, the Town Attorney’s Office issued a Request for Qualifications seeking outside legal counsel to represent the Town; and

WHEREAS, after issuing a Request for Qualifications, the Town Attorney has determined that it is in the best interests of the Town to employ Counsel to furnish legal services to the Town on terms and conditions specifically set forth below and subject to any additional requirements issued at the time a matter is referred to Counsel.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **SCOPE:** Counsel agrees to perform all necessary legal services, including investigation, legal research, preparation of pleadings, documents, legal memoranda, and briefs, and appearances in court, in representing the Town, its officials, officers, and employees. Such legal services shall be carried out in cooperation with the Town Attorney’s Office, who shall at all times be apprised of the status of all matters. No major decisions regarding legal issues or litigation, in whole or in part, shall be made without the prior approval of the Town Attorney’s Office. Counsel shall obtain the concurrence of the Town Attorney prior to releasing any written legal opinion or statement regarding the Town or any of its officials, officers, or employees.

2. **REFERRAL OF WORK TO COUNSEL:** Referral of legal matters under this Agreement shall only be through the Town Attorney or designee, unless otherwise agreed to in writing. Work performed by Counsel on matters that are not referred to Counsel as set forth in this Agreement will be considered unauthorized and non-compensable. Counsel shall report to the Town Attorney any effort made to engage the services of Counsel independently of the Town Attorney’s Office. The terms and provisions of this Agreement shall supersede any subsequent engagement letters.

3. **TERM:** This Agreement is effective beginning April 13, 2023, and expires on December 31, 2026, unless mutually extended by Counsel and the Town Attorney, in writing, for no more than two additional one-year terms.

4. COMPENSATION: Counsel will be paid for services under this Agreement as set forth in **Exhibit A**, unless otherwise agreed to in writing. Rate increases may only be requested by Counsel at least thirty (30) days prior to the annual anniversary date of this Agreement, and all such requests must be approved by the Town Attorney. For any particular matter or representation, the Town and Counsel may agree to alternative fee arrangements, such as flat fee billing, under this Agreement. Such alternative fee arrangements may be approved by the Town Attorney on behalf of the Town and shall not require an amendment to this Agreement.

5. BILLING: Counsel shall prepare invoices for services rendered and expenses incurred during the prior month on each matter handled. The Town tracks fees and expenditures by matter and expects to receive a separate invoice for each matter billed. Each matter should be covered in a separate invoice in an easily understandable format. Each invoice should contain the following information: (1) the department project number, if any, and matter name; (2) the invoice date; (3) the matter identification number assigned to the matter (if any); (4) the date and time of each activity billed; (5) the initials of the individual performing the activity; (6) for each activity, a specific description of the work done sufficient to ascertain the work involved; and (7) a separate itemization of reimbursable disbursements and expenditures. Unless otherwise agreed to by the Town Attorney:

- Counsel may bill for one person to attend meetings, depositions, hearings, etc.
- Counsel may not bill more than ten hours of research on any one matter without the prior written approval of the Town Attorney's Office.
- Counsel may not bill for more than two hours of travel time without the prior written approval of the Town Attorney's Office.
- Counsel may not bill the Town in increments of less than 6 minutes (0.1 hours).
- Counsel will be paid only for productive time that advances the interest of the Town.
- Counsel shall not bill for clerical time or other overhead expenses.

6. REIMBURSEMENTS: Unless otherwise agreed to by the Town Attorney:

- Reimbursement for expenses is limited to those specific reimbursable expenses listed in **Exhibit B**. Upon request, Counsel will provide documentation supporting the invoiced amount. All expenses shall be billed at Counsel's actual out-of-pocket cost without any mark-up.
- Counsel will not be reimbursed for any single expense greater than \$2,000 without the prior written approval of the Town Attorney.
- Counsel's travel expenditures within Maricopa County will not be reimbursed.
- Airfare will be reimbursed at coach fare rates. Hotel accommodations will be reimbursed at commercial rates for non-resort facilities.
- Experts or consultants may be retained by Counsel only after consultation with, and the written approval of the Town Attorney. Counsel is expected to pay the consultant for services provided and then submit an invoice for reimbursement.

- All experts and consultants will be required to submit a bill similar to the format for outside counsel prior to payment, including itemizing expenses and attaching the supporting documentation.

7. FISCAL YEAR: The Town's fiscal year begins July 1 and ends June 30 of each calendar year. The Town may only make payment for services rendered or costs encumbered during a fiscal year and for a period of 25 days immediately following the close of the fiscal year. Billings for services performed or costs incurred prior to the close of a fiscal year must be submitted within ample time to allow payment within this 25-day period. **BILLINGS INCURRED PRIOR TO THE CLOSE OF A FISCAL YEAR BUT NOT BILLED WITHIN 25 DAYS OF THE CLOSING OF THAT FISCAL YEAR WILL NOT BE PAID BY THE TOWN, AND COUNSEL WAIVES ANY RIGHT TO PAYMENT OF SUCH BILLINGS.**

8. CONFLICT OF INTEREST: Counsel is retained by the Town to represent the Town and only for the purposes and to the extent set forth in this Agreement. Counsel shall be free to dispose of such portion of Counsel's entire time, energy, and skill as are not required to be devoted to the Town in such a manner as Counsel sees fit and to such persons, firms, or corporations as Counsel deems advisable, but shall not engage in any representation of any nature, including legislative or administrative lobbying, which could be adverse to the Town at the same time Counsel is representing the Town pursuant to this Agreement. If such representation presents an ethical conflict of interest, and if a waiver is permitted, a written waiver of such conflict by the Town Attorney must first be obtained prior to undertaking such representation. Counsel agrees to have established policies and procedures to avoid conflicts of interest and to protect the attorney-client privilege. Counsel will immediately bring all situations involving adverse representation, and all conflicts and potential conflicts to the attention of the Town Attorney. These would include situations that may be subject to the Rules of Professional Conduct as well as those situations where Counsel would otherwise be expected to identify the Town as a party, a potential party, or as a non-party at fault. Counsel hereby represents and affirms that there is no known conflict of interest existing between a client or potential client of Counsel and the Town as a result of this Agreement. Before Counsel may undertake to represent parties in matters that may arise after execution of this Agreement, which may present issues adverse to the Town, Counsel will present the facts and circumstances of the matter to the Town and request a waiver of any ethical conflict of interest. It is further understood that any conflict of interest which may arise as a result of Counsel's representation of parties adverse to the Town is not waivable unless expressly so stated in writing by the Town Attorney after full disclosure of the nature and extent of the conflict.

9. BUDGETING: Counsel may be asked by the Town to submit a budget and strategic plan for a particular matter. The plan should include a description of the available options for handling the matter, the major steps likely to be involved, the timing and sequence of the major steps, the projected costs (within a narrow range) associated with each step and the likelihood of prevailing in percentages.

10. STATUS REPORTS AND ASSESSMENT OF EXPOSURE: Counsel shall keep the Town and the Town's insurance carrier, if applicable, fully, and currently informed about the status of all matters and the import of that status. As soon as practical after receipt of any referral, and in civil cases governed by Rule 26.1, Arizona Rules of Civil Procedure, as soon as disclosure

statements are exchanged, Counsel shall furnish the Town an evaluation of the merits of the disputed matter and Counsel's assessment of the monetary exposure or potential recovery, if any, to the Town, along with appropriate recommendations. Thereafter, status reports shall be furnished by Counsel on a quarterly calendar basis or as otherwise directed by the Town Attorney. Status reports should be addressed to the Town Attorney and should briefly outline the status of the case or matter, emphasizing significant developments, depositions and discovery, and settlement proposals. Counsel shall promptly notify the Town Attorney of all events significantly affecting exposure and recovery.

11. OFFERS OF COMPROMISE: Counsel must consider the possibility of resolving disputes through both traditional and nontraditional methods of alternative dispute resolution. All offers of compromise shall be promptly transmitted to the Town Attorney together with Counsel's recommendations. The Town will be responsible for obtaining proper authority to accept a compromise or for obtaining authority to make a counteroffer. Counsel may be required to attend meetings to adequately explain the status of a matter before the Town Council.

12. WITHDRAWAL OF COUNSEL: Counsel must request to withdraw from representation of the Town, or any official, officer, or employee thereof, when it would be ethically improper to continue the representation. In the event Counsel requests to withdraw, the request must be in writing to the Town Attorney setting forth in detail the reasons Counsel must withdraw.

13. SPECIAL COUNSEL DESIGNATION: It is expressly understood and agreed that Counsel is appointed as Special Counsel to the Town Attorney for the purposes of carrying out the provisions of this Agreement. However, Counsel agrees to act as co-counsel with the Town Attorney in those matters where the Town Attorney determines that it is advisable to do so.

14. APPEALS: No appeals or special actions will be filed without prior written approval of the Town Attorney.

15. CONFIDENTIALITY AND DATA SECURITY: All data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Counsel in connection with this Agreement is confidential proprietary information owned by the Town. Except as specifically provided in this Agreement, Counsel shall not disclose data generated in the performance of the service to any third person without the prior written consent of the Town Attorney. Personal identifying information, financial account information, or restricted Town information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Counsel must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted Town information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Counsel in connection with this Agreement is believed to have been compromised, Counsel shall notify the Town Attorney immediately. Counsel agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Counsel agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into

by Counsel. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Counsel under this Section shall survive the termination of this Agreement.

16. MEDIA RELATIONS: Counsel is not authorized by the Town to comment publicly on Town matters without the permission of the Town Attorney. All media inquiries should be directed to the Town Attorney.

17. TERMINATION: Either Party shall have the right to terminate this Agreement in whole or in part at any time and without penalty or further obligation. Upon termination, Counsel shall be paid at a rate equal to the agreed compensation for requested legal services rendered and reimbursed for authorized expenses actually incurred in rendering such services, as of the date of such termination. Such payment for services already completed shall be the total compensation due to Counsel for termination. Counsel shall deliver to the Town Attorney a complete set of all materials, information and data required or prepared by Counsel as of the date of termination. All such materials, information, and data shall be the property of the Town and shall be delivered to the Town Attorney at the termination or completion of services.

18. INSURANCE REQUIREMENTS: Counsel shall procure and maintain until all of its obligations have been discharged, including any warranty periods under this Agreement 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 hereunder by Counsel, its agents, representatives, or employees. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The Town in no way warrants that the minimum limits contained herein are sufficient to protect Counsel from liabilities that might arise out of the performance of the work under this contract by the Counsel, its agents, representatives, or employees and Counsel is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Counsel shall provide coverage with limits of liability not less than those stated below.

1.	Worker's Compensation and Employers' Liability	
	Workers' Compensation	Statutory
	Employers' Liability	
	Each Accident	\$100,000
	Disease – Each Employee	\$100,000
	Disease – Policy Limit	\$500,000

1a. Policy shall contain a waiver of subrogation against the Town of Gilbert.

2.	Professional Liability (Errors and Omissions Liability)	
	Each Claim	\$1,000,000
	Annual Aggregate	\$2,000,000

2a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Counsel warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Town of Gilbert is named as an additional insured, the Town of Gilbert shall be an additional insured to the full limits of liability purchased by Counsel even if those limits of liability are in excess of those required by this Agreement.

2. Counsel's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Coverage provided by Counsel shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage, or endorsed to lower limits except after thirty (30) days prior written notice has been given to the Town. Such notice shall be sent directly to the Risk Management Department, Town of Gilbert, 50 E. Civic Center Drive, Gilbert, Arizona 85296 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The Town in no way warrants that the above-required minimum insurer rating is sufficient to protect Counsel from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Counsel shall furnish the Town with certificates of insurance (ACORD form or equivalent approved by the Town) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Town before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement shall be sent directly to Risk Management Department, Town of Gilbert, 50 E. Civic Center Drive, Gilbert, Arizona 85296. The Town project/contract number (where applicable) and project description shall be noted on the certificate of insurance. The Town reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

F. APPROVAL: Any modification or variation from the insurance requirements in this Agreement shall be made by the Town Attorney, whose decision shall be final. Such modifications may be approved by the Town Attorney on behalf of the Town and shall not require an amendment to this Agreement.

19. INDEMNIFICATION: Counsel shall indemnify, defend, save, and hold harmless the Town and its respective officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") 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, by the negligent acts or omissions, or willful misconduct, of Counsel or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Counsel to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent acts or omissions, or willful misconduct, of the Indemnitee, be indemnified by Counsel from and against any and all claims. It is agreed that Counsel will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, Counsel agrees to waive all rights of subrogation against Town and its officers, officials, agents, and employees for losses arising from the work performed by Counsel for the Town.

20. ADVERTISING AND PROMOTION: The name of the Town shall not be used in any advertising or other promotional context by Counsel without prior written approval of the Town Attorney.

21. GENERAL PROVISIONS.

21.1 Notice: Any notice, consent, approval, or other communication ("Notice") required or permitted under this Agreement will be in writing and either delivered in person, sent by e-mail, deposited in the United States mail, postage prepaid, registered, or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed to the Town Attorney, unless otherwise agreed to in writing.

21.2 Waiver: The failure of the Town at any time to require performance of any provision of this Agreement shall in no way affect the right of Town thereafter to enforce such provision. Nor shall the waiver of any succeeding breach of such provision act as a waiver of the provision itself.

21.3 Non-Assignability: This Agreement is in the nature of a personal services agreement and Counsel shall have no power to assign its rights and obligations under this Agreement without the prior written consent of the Town. Any attempt to assign without such prior written consent shall be void. An essential consideration provided to the Town by Counsel to induce the Town to enter into the Agreement is the ability of the Town to control the actual assignment of work to Counsel's principal attorneys. Therefore, should such a principal attorney sever their relationship with Counsel, or otherwise be unavailable to carry out Counsel's duties under this Agreement for an extended period of time, which period shall be determined at the sole discretion of the Town Attorney, then the Town Attorney may, without notice, immediately terminate this Agreement for cause.

21.4 Entire Agreement: It is expressly agreed that this written Agreement embodies the entire Agreement of the parties in relation to the subject matter, and that no understanding or agreements, verbal or otherwise, in relation thereto, exist between the parties, except as herein expressly set forth.

21.5 Governing Laws: It is the expressed intention of the parties thereto that this Agreement and all terms hereof shall be in conformity with and governed by the laws of the State of Arizona, both as to interpretation and performance. Any action to enforce or interpret this Agreement shall be brought only in a court located in Maricopa County, Arizona.

21.6 Independent Contractor: The Parties agree that the relationship created by this Agreement is that of independent contractors. Neither Counsel nor any of Counsel's agents or employees or shall be deemed to be the employee or agent of the Town. Town is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Counsel. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

21.7 Cancellation: This Agreement is subject to cancellation by the Town pursuant to A.R.S. § 38-511.

21.8 Third-Party Beneficiaries: This Agreement and all services provided by Counsel are intended to benefit the corporate and municipal interests of the Town alone, and no other person shall claim any implied right, benefit, or interest in such services.

21.9 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21.10 Headings: The description headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

21.11 Authority: The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement.

21.12 Litigation: Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

21.13 Immigration Law Compliance Warranty: The Town is prohibited by A.R.S. § 41-4401 from awarding an agreement to any party who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Counsel agrees that it and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

21.14 Israel: Counsel certifies that it is not currently engaged in, and agrees for the duration of this Agreement, that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

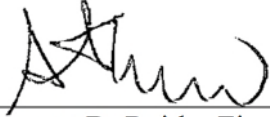
21.15 Uyghurs: In accordance with A.R.S. § 35-394, Counsel hereby certifies and agrees that Counsel does not currently and shall not for the duration of this Agreement use (1) the forced labor of ethnic Uyghurs in the People's Republic of China, (2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or (3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Counsel becomes aware during the term of this Agreement that Counsel is not in compliance with this Section, then Counsel shall notify the Town within five business days after becoming aware of such noncompliance. If Counsel does not provide the Town with written certification that Counsel has remedied such noncompliance within 180 days after notifying the Town of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such 180-day remedy period, this Agreement shall terminate on such termination date.

Signatures on Next Page

IN WITNESS WHEREOF, the parties or their authorized representatives have made and executed this Agreement the day and year first above written.

WOOD SMITH HENNING & BERMAN LLP

TOWN OF GILBERT

By 
Its Stewart D. Reid – Firmwide Managing
Partner

By _____
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A -- COMPENSATION

ON FILE WITH THE OFFICE OF THE TOWN ATTORNEY

EXHIBIT B -- REIMBURSABLE EXPENSES

- Copying @ \$0.15/page
- Outside printing
- Delivery services/messengers
- Out-of-town travel (i.e., outside of Maricopa County)
- Court fees
- Subpoena fees
- Witness fees
- Deposition transcripts
- Trial transcripts
- Trial exhibits
- Litigation support vendors
- Experts
- Private Investigators
- Arbitrators/mediators
- Other professionals
- Other

American Bar Association, Expense Codes,
http://www.abanet.org/litigation/utbms/utbms_counseling_expensecode.html



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Rocky Brown, Parks & Recreation Business Manager, 480-503-6330

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: Second Amendment to Gilbert Regional Park Agreement No. 319001035: Credit Recovery, Transportation and Reporting Agreement: and Third Amendment to Gilbert Regional Park Agreement No. 319001034: Development, Operating and Maintenance Lease with Cactus Surf Park, LLC, comprising of a reduction in water credit needs and updated development schedule

STRATEGIC INITIATIVE: Prosperous Community

The Public-Private Partnership with Cactus Surf Park, LLC, will be a financial benefit to the Town of Gilbert by providing a community amenity while also serving as an additional revenue stream for the parks system.

RECOMMENDED MOTION

A motion to approve the Second Amendment to Gilbert Regional Park Agreement No. 319001035: Credit Recovery, Transportation and Reporting Agreement: and Third Amendment to Gilbert Regional Park Agreement No. 319001034: Development, Operating

and Maintenance Lease with Cactus Surf Park, LLC, comprising of a reduction in water credit needs and updated development schedule.

BACKGROUND/DISCUSSION

On February 21, 2019, the Town of Gilbert entered into Gilbert Regional Park Agreement No. 319001035: Credit Recovery, Transportation and Reporting Agreement: and Gilbert Regional Park Agreement No. 319001034: Development, Operating and Maintenance Lease, with The Strand @ Gilbert, LLC. for the development of a state-of-the-art water park complex. This amenity will be located on a 25-acre parcel at Gilbert Regional Park that was designated for future public-private partnerships. The developer believes it will be a local, regional and national draw for leisure, events and action sports tournaments. The Lease was amended on August 20, 2020 to account for changes to the development schedule for the project.

In September of 2021; and outside investment group, Cactus Surf Park, LLC., completed a full asset purchase of the project. This group has worked on updating the designs on the water park through feedback received at a community meeting held on August 29, 2022 at Perry High School; as well as from comments received from Town staff after a pre-DRB submission.

Based on that information, Cactus Surf Park, LLC. has created a more efficient design that will use 60% less water than before. This was achieved by reducing the depths of the lagoons, while maintaining the same desired effect. With the reduction in water needs, they have asked to reduce their need of water credits for the park from 200-acre feet annually, down to 100-acre feet annually. The project is required to hold 5 years of long-term storage credits at all times; so if approved the required need would drop from 1,000 acre feet of water credits stored to 500 acre feet of water credits stored.

An accompanying updated project development schedule has been provided:

6/30/2023	Water Credits Purchase Deadline 500 Acre Feet (AF)
6/30/2023	Cactus Surf Park to start permitting process for recovery well with ADWR
12/23/2023	Construction to begin (Groundbreaking)
12/23/2023	General Liability Insurance (Construction)
6/30/2024	Cactus Surf Park to obtain recovery well permit from ADWR

7/30/2025 Construction completion
9/30/2025 Operations to commence

The contract amendments were reviewed for form by John Baird.

FINANCIAL IMPACT

There will be no negative financial impact to these amendments. After the development of the project, it will create additional revenue for the Town's park system.

The financial impact was reviewed by Joseph Hewitt, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends the approval the Second Amendment to Gilbert Regional Park Agreement No. 319001035: Credit Recovery, Transportation and Reporting Agreement: and Third Amendment to Gilbert Regional Park Agreement No. 319001034: Development, Operating and Maintenance Lease with Cactus Surf Park, LLC, comprising of a reduction in water credit needs and updated development schedule.

Respectfully submitted,

Rocky Brown
Parks & Recreation Business Manager

Approved By

Approval Date

Robert Carmona

4/24/2023 12:48:13 PM

John Baird

4/24/2023 1:22:48 PM

Joseph Hewitt

4/24/2023 2:42:28 PM

SECOND AMENDMENT TO CREDIT RECOVERY, TRANSPORTATION AND REPORTING AGREEMENT

(Town of Gilbert Contract No. 319001035)

THIS SECOND AMENDMENT TO CREDIT RECOVERY, TRANSPORTATION AND REPORTING AGREEMENT ("Second Amendment") is made and entered into this 2nd day of May, 2023, by and between the Town of Gilbert, an Arizona municipal corporation ("Gilbert"), and Cactus Surf Park, LLC, a Delaware limited liability company ("Tenant"). Gilbert and Tenant are sometimes individually referenced herein as a "Party" or collectively as the "Parties".

RECITALS:

1. Gilbert and Tenant (as successor in interest to The Strand@Gilbert, LLC, a Delaware limited liability company) are the parties to that certain Credit Recovery, Transportation and Reporting Agreement dated as of February 21, 2019, as amended by that certain First Amendment to Credit Recovery, Transportation and Reporting Agreement dated as of September 21, 2021 (together, the "Agreement"); and
2. Gilbert and Tenant have agreed, subject to the conditions set out below, to amend the Agreement as more particularly set forth herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the parties agree as follows:

1. **Certain Definitions.** Capitalized terms used in this Second Amendment without definition shall have the meanings assigned to such terms in the Lease, except as revised herein.
2. **Provision of Gilbert Production Wells.** Gilbert and Tenant agree that the second sentence of Section 4 of the Agreement is hereby deleted in its entirety and is hereby replaced with the following sentence:

"No more than one hundred (100) acre-feet, in the aggregate, of Recovered Water shall be withdrawn annually and delivered to the Meter; provided, that solely during the first calendar year (i.e., January 1 through December 31) (or applicable portion thereof) of Tenant's use of Recovered Water, no more than one hundred thirty (130) acre-feet, in the aggregate, of Recovered Water shall be withdrawn and delivered to the Meter, for purposes of initially filling the Tenant Improvements."

3. **Recovered Water Extraction and Delivery.** Gilbert and Tenant agree that the first sentence of Section 5 of the Agreement is hereby deleted in its entirety and is hereby replaced with the following sentence:

"Gilbert will pump up to one hundred (100) acre-feet of Recovered Water from the Tenant Recovery Well during a calendar year, and utilizing the Municipal Water System transport the Recovered Water under normal Gilbert procedures, pressures, etc., to the Meter; provided, that solely during the first calendar year (or applicable portion thereof) of Tenant's use of Recovered Water, no more than one hundred thirty (130) acre-feet, in the aggregate, of Recovered Water shall be pumped through the Tenant Recovery Well and

transported to the Meter.”

4. Tenant Notices. Section 11 of the Agreement is hereby modified to provide that all notices to Tenant shall be delivered in accordance with said Section 11 to the following address:

If to Tenant, to: ACA Arizona, LLC & Cactus Surf Park, LLC
 Attn : Curtis Barton
 111 Corporate Dr. Suite 200
 Ladera Ranch, CA 92694

5. Agreement Ratified. Except as modified herein, all terms of the Agreement shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this Second Amendment.

6. Execution. This Second Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The parties hereto agree that the signature of any party transmitted by facsimile or .pdf shall have binding effect as though such signature were delivered as an original.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have entered into this Second Amendment effective as of the date first above written.

Town of Gilbert

By: _____

Name: Brigette Peterson

Title: Mayor

ATTEST:

Chaveli Herrera
Town Clerk

Approved as to Form:

Christopher W. Payne
Town Attorney

Cactus Surf Park, LLC, a Delaware limited liability company

By: ACA Arizona, LLC, a Delaware limited liability company registered in Arizona as CBAPAR Arizona, LLC [FN], its managing member

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of ACA Arizona, LLC, a Delaware limited liability company registered in Arizona as CBAPAR Arizona, LLC [FN], the managing member of Cactus Surf Park, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

My commission expires:

THIRD AMENDMENT TO DEVELOPMENT, OPERATING AND MAINTENANCE LEASE AGREEMENT

GILBERT REGIONAL PARK

(Town of Gilbert Contract No. 319001034)

THIS THIRD AMENDMENT TO DEVELOPMENT, OPERATING AND MAINTENANCE LEASE AGREEMENT ("Third Amendment") is made and entered into this 2nd day of May, 2023, by and between the Town of Gilbert, an Arizona municipal corporation ("Gilbert"), and Cactus Surf Park, LLC, a Delaware limited liability company ("Tenant"). Gilbert and Tenant are sometimes individually referenced herein as a "Party" or collectively as the "Parties".

RECITALS:

1. Gilbert and Tenant (as successor in interest to The Strand@Gilbert, LLC, a Delaware limited liability company) are the parties to that certain Development, Operating and Maintenance Lease Agreement dated as of February 21, 2019 (the "Original Lease"), as amended by that certain First Amendment to Development, Operating and Maintenance Lease Agreement dated August 25, 2020 (the "First Amendment"), and that certain Second Amendment to Development, Operating and Maintenance Lease Agreement dated September 21, 2021 (the "Second Amendment", and together with the Original Lease and the First Amendment, the "Lease") concerning certain real property described therein (the "Property"); and
2. Gilbert and Tenant have agreed, subject to the conditions set out below, to amend the Lease as more particularly set forth herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the parties agree as follows:

1. **Certain Definitions.** Capitalized terms used in this Third Amendment without definition shall have the meanings assigned to such terms in the Lease, except as revised herein.
2. **Development Schedule.** Gilbert and Tenant agree that the Exhibit H of the Lease as set forth in the Second Amendment is hereby deleted in its entirety and is hereby replaced with the Exhibit H attached to this Third Amendment.
3. **Construction Completion.** Gilbert and Tenant agree that the third sentence of Section 3.1 of the Lease is hereby deleted in its entirety and is hereby replaced with the following sentence:

"Construction of the Tenant Improvements shall commence on or before December 23, 2023 and shall be completed on or before July 31, 2025."

4. **Commencement of Operations.** Gilbert and Tenant agree that Section 6 of the Lease as set forth in the Second Amendment is hereby deleted in its entirety and is hereby replaced with the following Section 6:

"6. **Commencement of Operations.** The Operations Phase Commencement Date

shall be on or before September 30, 2025, unless (i) Gilbert's Representative and Tenant agree in writing to extend this date, or (ii) the commencement of construction is delayed by an Unavoidable Delay or as otherwise specifically described in this Lease.”

5. Construction Phase. Gilbert and Tenant agree that the second sentence of Section 7.1 of the Lease is hereby deleted in its entirety and is hereby replaced with the following sentence:

“The term of the Construction Phase shall commence on December 23, 2023 and shall terminate on the Operations Phase Commencement Date.”

6. Tenant to Secure All Water. Gilbert and Tenant agree that the third sentence of Section 24.1 of the Lease is hereby deleted in its entirety and is hereby replaced with the following sentence:

“Tenant shall maintain and operate the Property to ensure that the calendar year (i.e., January 1 through December 31) recreational water demand on the Property shall not exceed one hundred (100) acre feet, inclusive of any production and transportation losses associated with the Wheeling Agreement (except during the first calendar year [or applicable portion thereof] only, wherein such water demand shall not exceed one hundred thirty (130) acre feet, for purposes of initially filling water features located on the Property).”

7. Establishment of Tenant LTSA. Gilbert and Tenant agree that Section 24.2.1 of the Lease as set forth in the Second Amendment is hereby deleted in its entirety and is hereby replaced with the following Section 24.2.1:

“24.2.1 Establishment. No later than June 30, 2023, Tenant shall obtain at its sole cost and expense and have credited to the Tenant LTSA not less than five hundred (500) acre-feet of Tenant LTSCs (the "Reserve").”

8. Continuing LTSA Balance. Gilbert and Tenant agree that Section 24.2.3 of the Lease is hereby deleted in its entirety and is hereby replaced with the following Section 24.2.3:

“24.2.3 Continuing LTSA Balance. Once Tenant has established the Tenant LTSA, Tenant shall at its sole cost and expense maintain in good standing the Tenant LTSA with the Reserve of no fewer than five hundred (500) Tenant LTSCs during the entire term of this Lease, including all Extended Terms pursuant to Section 7 (except during the final five (5) years of this Lease). During the final five (5) years of this Lease, including all Extended Terms, the Reserve in the Tenant LTSA may be reduced by up to one hundred (100) acre feet annually, such that all or most of the Tenant LTSCs in the Tenant LTSA will be used under the Wheeling Agreement in the final year of the Lease.”

9. Recovery Well Permit. Gilbert and Tenant agree that the first sentence of Section 24.3 of the Lease as set forth in the Second Amendment is hereby deleted in its entirety and is hereby replaced with the following sentence:

“Tenant shall, no later than June 30, 2023, apply to obtain, and no later than June 30, 2024, shall obtain, all at its sole cost and expense, a recovery well permit from ADWR permitting Tenant to legally withdraw Tenant LTSCs from no fewer than two (2) water wells owned, operated and designated by Gilbert (the "Recovery Well Permit").”

10. Tenant Notices. Section 18 of the Lease is hereby modified to provide that all notices to Tenant shall be delivered in accordance with said Section 18 to the following address:

If to Tenant, to: ACA Arizona, LLC & Cactus Surf Park, LLC
Attn : Curtis Barton
111 Corporate Dr. Suite 200
Ladera Ranch, CA 92694

11. Lease Ratified. Except as modified herein, all terms of the Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this Third Amendment.

12. Execution. This Third Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The parties hereto agree that the signature of any party transmitted by facsimile or .pdf shall have binding effect as though such signature were delivered as an original.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have entered into this Third Amendment effective as of the date first above written.

Town of Gilbert

By: _____

Name: Brigette Peterson

Title: Mayor

ATTEST:

Chaveli Herrera
Town Clerk

Approved as to Form:

Christopher W. Payne
Town Attorney

Cactus Surf Park, LLC, a Delaware limited liability company

By: ACA Arizona, LLC, a Delaware limited liability company registered in Arizona as CBAPAR Arizona, LLC [FN], its managing member

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of ACA Arizona, LLC, a Delaware limited liability company registered in Arizona as CBAPAR Arizona, LLC [FN], the managing member of Cactus Surf Park, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

My commission expires:

EXHIBIT H
DEVELOPMENT SCHEDULE

Key Date Summary

Milestone	Date
Construction/Groundbreaking Start	December 23, 2023
Operations Phase Commencement	September 30, 2025
Initial Rent Commencement	1 month after Operations Phase Commencement

In addition to the above, the following deadlines are binding on Tenant in accordance with the terms of the Lease.

Process	Deadline
Begin preparing pre-application materials	7/1/2022
Pre-application Submittal (If Utilized)	11/1/2022
Public Outreach	8/29/2022
Pre-application Meeting (If Utilized)	11/7/2022
Public Outreach	6/15/2023
Formal Site Plan Application Submittal	6/30/2023
1st Review comments back from staff	TBD
Site Plan 2nd Submittal	8/30/2023
2nd Review comments back from Staff	TBD
Site Plan 3rd Submittal (If Applicable)	TBD
3rd Review comments back from Staff (If Applicable)	TBD
Planning Commission Study Session	10/4/2023
Planning Commission Hearing for final approval	10/4/2023
Re-submittal of materials & exhibits per Design Review Board conditions (if necessary)	TBD
Building Permit Application - Construction Drawings	11/15/2023
1st Review comments back from staff (15 business days)	TBD
2nd Submittal - Building Permit	TBD
2nd Review comments back from staff (10 business days)	TBD
3rd Submittal - Building Permit	TBD
Building Permit Issued	12/8/2023
Start of Construction	12/23/2023
Operations Phase Commencement	9/1/2025

*Should date fall on a weekend or holiday, the date will be adjusted to the next business day.



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Jason Montgomery, Senior Project Manager, (480) 266-8153

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: CONTRACT - WA0800 - Pre-Construction Services Contract for Construction Manager and at Risk and Job Order with Felix Construction Company

STRATEGIC INITIATIVE: Exceptional Built Environment

This project supports Gilbert's strategic initiative for Exceptional Built Environment as it provides services for a critical Town infrastructure project.

RECOMMENDED MOTION

A motion to approve contract and job order with Felix Construction Company for WA0800 Site 33 Well Development:

- a. Contract No. 323000220 to provide pre-construction services for a construction manager at risk project in an amount not to exceed \$88,453; and
- b. Job Order No. 24 under Contract No. 320000098 in an amount not to exceed \$551,866.08 and authorize the Mayor to execute required documents.

BACKGROUND/DISCUSSION

The need for additional water resources within the potable water system have increased as surface water supply shortages are looming. Project WA0800, as identified within the FY2023-2032 Capital Improvement Plan (CIP), provides an additional water supply resource within Zone 3 by equipping Well 33, formerly known as Bridges Well, on the west side of Recker Road, north of Ocotillo Road and South of Queen Creek Road. Well 33 was drilled in 2008, as part of the Bridges development, and has remained capped since that time. This project will complete investigation of the current well condition

and water quality, equip the well to meet appropriate production and quality requirements, construct necessary site improvements and connect to the existing 12" discharge pipeline within Recker Road.

A Request for Qualifications (RFQ) was issued for construction manager at risk services (CMAR) on December 6, 2022, with six responsive Statement of Qualifications (SOQ) received. The Selection Committee completed the selection process outlined within the RFQ and recommend Felix Construction Company as the most qualified firm to complete the required construction manager at services for Project WA0800.

Contract No. 323000220 provides pre-construction services from the construction manager at risk through the design process to assist with design review, schedule development and cost estimates.

Job Order No. 24 includes the resources necessary to investigate the quality and quantity of water from existing well. Since the well has been dormant since 2008, there is uncertainty in what the results of this water source will be. Felix Construction Company has an existing Job Order Contract with the Town, therefore it is efficient to utilize this contracting mechanism instead of an early CMAR construction contract. Once the unknowns of the well are identified and design has progressed to an appropriate level of certainty, the CMAR guaranteed maximum price contract will be negotiated and submitted to Council for approval.

The contracts were reviewed for form by Deputy Town Attorney John Baird.

The contracts were reviewed by Purchasing Manager Jim Campion.

FINANCIAL IMPACT

WA0800 is included in the FY 2023-2032 Capital Improvement Plan and includes sufficient budget for proposed contract.

Project Accounting Codes:

Contract No. 323000220		
WA0800.ProfSvcs.EngSvcsCIP	\$88,453	(Pending Approval)
Job Order No. 24		
WA0800.Construct.WaterImp	\$551,866.08	(Pending Approval)

The financial impact was reviewed by Laura Lorenzen, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends approval of the contract and job order as described herein.

Respectfully submitted,

Jason Montgomery
Senior Project Manager

Approved By

Approval Date

Susanna Struble
Susanna Struble
Jessica Marlow
John Baird
Laura Lorenzen

4/7/2023 12:56:21 PM
4/7/2023 12:56:24 PM
4/10/2023 9:08:46 AM
4/13/2023 4:36:00 PM
4/10/2023 5:15:27 PM

**PRE-CONSTRUCTION SERVICES CONTRACT
FOR CONSTRUCTION MANAGER AT RISK (CM@R) PROJECT**

Project: Site 33 Well Development
CIP No.: WA0800
Contract No.: 323000220
Date: May 2, 2023

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**PRE-CONSTRUCTION SERVICES CONTRACT
FOR CONSTRUCTION MANAGER AT RISK (CM@R) PROJECT**

THIS CONTRACT, made and entered into this 2nd day of May, 2023, by and between the Town of Gilbert, an Arizona municipal corporation, hereinafter designated “GILBERT” and Felix Construction Company hereinafter designated the “CONSTRUCTION MANAGER AT RISK” or “CM@R”.

GILBERT and CM@R, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 TERMS AND DEFINITIONS

1.1 Addenda: Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

1.2 Alternate Systems Evaluations: Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project. These alternatives shall be tracked using a Cost Estimate Development Log as described in Section 1.12.

1.3 Change Order: A document signed by CM@R and GILBERT that authorizes an addition, deletion or revision in the Work or Deliverables, or an adjustment in the Contract Amount or the period of services, issued on or after the Effective Date of this Agreement.

1.4 Contract: This written document signed by GILBERT and CM@R covering the pre-construction phase of the Project, and including the Contract Documents referenced in or attached to this Agreement.

1.5 Construction Documents: A set of Drawings and Specifications, as defined, upon which cost estimates and GMP Proposal(s) are to be based and the General Conditions.

1.6 Construction Fee: The CM@R’s profit.

1.7 Allowances Costs: Means those items included in the GMP as allowances, as more fully described on Exhibits B and C attached hereto and incorporated herein by reference.

Construction Phase: A portion of the Project defined by a specific scope of the Work and Contract Time that is less than the entire Project. A Construction Phase shall be separately authorized by a Notice to Proceed and shall include a GMP for that Construction Phase. Each Construction Phase shall be governed by the Contract Documents.

1.8 Contract Documents: This Agreement, CM@R final approved GMP Proposal (including documentation CM@R the GMP Proposal and any post GMP Proposal documentation submitted prior to the final approval of the GMP Proposal), the Notice to Proceed for pre-construction services, the General Conditions for Construction Phase, the Specifications and the Drawings produced by the Engineer, all Written Amendments and Change Orders to this Contract, the geotechnical report, and any other documents so designated in this Agreement.

- 1.9 Contract Amount: The final approved Contract Amount for this Contract as identified in paragraph 4.1.
- 1.10 Contract Time(s): The number of Working Days or the dates related to the construction of the Project or a Construction Phase that as stated in Construction Documents applies to achievement of Substantial Completion and/or completion of the construction Work so that it is ready for final payment.
- 1.11 Cost Estimate: The labor, materials, and equipment costs developed by the CM@R, and updated during each of the design phases, to support the “Cost of the Work” values used to develop the Guaranteed Maximum Price (GMP) for the Cost Model described in Exhibit B.
- 1.12 Cost Estimate Development Log: This document shall be developed by the CM@R during the design phases of the Project and lists design modifications in a tabular form that, if accepted, will result in additive and deductive changes to the Cost Estimate (See Exhibit E). The initial list includes design modifications for consideration that the CM@R, from past experience with similar projects, presents for consideration by the Project Team.
- 1.13 Cost of the Work: The sum of all allowable direct costs during construction, including Specification Divisions 1-16, Allowances, and Contractor Contingency, that would be, or actually were necessarily incurred by the CM@R, directly or through Sub-consultants, Subcontractors, and/or Suppliers in properly furnishing and performing the Work required by the Contract Documents. (See Exhibits B and C)
- 1.14 Cost Model: The cost model is identified in Exhibit B and on Cost Model Form CIP4.4. The cost model provides a formula for developing the Total Project Cost. The Total Project Cost is the sum of the Cost of the Work (Direct Costs), Indirect Cost, and Preconstruction Services.
- 1.15 Day: Calendar Day unless otherwise specified.
- 1.16 Deliverables: The work products prepared by the CM@R in performing the Work. Some of the major deliverables to be prepared and provided by the CM@R during the pre-construction phase include but are not limited to: Construction Management Plan, Cost Model, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed MBE/WBE Utilization, Subcontractor agreements, Sub-Bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.
- 1.17 Drawings: The one hundred percent construction submittal, which visually represent the scope, extent and character of the Work to be furnished and performed by CM@R during construction. Drawings have been prepared or approved by the Engineer, approved by GILBERT and are referred to and are included in the Contract Documents. The term includes Drawings that have reached a sufficient stage of completion and released by the Engineer solely for the purpose of review and/or use in performing constructability or bidability reviews and in preparing cost estimates (e.g., conceptual design Drawings, preliminary design

Drawings, detailed design Drawings at 30%, 60%, 95% or 100%), but “not for construction”. Shop drawings are not Drawings as so defined.

- 1.18 Engineer: The person, firm or corporation named as such in this Contract who has the rights, duties, responsibilities, and limits of authority as set forth therein (A/E).
- 1.19 Final Completion: Final Completion is defined as the date when, in the opinion of GILBERT and the PM/CM, all substantial completion inspection punch-list items have been addressed and the work is complete in accordance with the contract documents. When a Project includes Construction Phases, Final Completion may be given for a Construction Phase.
- 1.20 Force Majeure: Force Majeure means, fire, unavoidable casualty, flood (assuming CM@R has taken reasonable precautions), earthquake, epidemic, civil disturbance, war, freight embargo, riot, sabotage (by persons other than the CM@R and Subcontractors), or any other similar act or condition, in each case only to the extent the event in question is beyond the control of and without the fault or negligence of the CM@R. A labor shortage or material shortage is not Force Majeure.
- 1.21 General Conditions Costs: Means those costs identified in Exhibit C.
- 1.22 Guaranteed Maximum Price (GMP) Proposal: The maximum compensation payable to the CM@R in performance of the work for the project or a Construction Phase as specified in the contract documents or subsequently adjusted by modification to the contract through a GMP Change Order. The GMP Proposal(s) are to be delivered pursuant to Article 2 of this Contract and are described in Exhibits B and C.
- 1.23 Horizontal Construction: Means highways, roads, streets, bridges, canals, floodways, earthen dams, and landfills (A.R.S. Section 34-101.16).
- 1.24 Laws and Regulations; Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
- 1.25 Notice of Award: The written notice by GILBERT to the CM@R stating that upon compliance by the CM@R with the conditions precedent enumerated therein, within the time specified, GILBERT will sign and deliver this Contract.
- 1.26 Notice to Proceed: A written notice given by GILBERT to CM@R fixing the date on which the CM@R will start to perform CM@R’s obligations under this Contract or a Construction Phase.
- 1.27 Progress Payment Application: The form that is accepted by GILBERT and used by CM@R is requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and/or GILBERT.
- 1.28 Project: The total design and construction, including pre-construction services and construction services to be provided may be the whole, or a part.

- 1.29 Project Team: Pre-construction services team consisting of GILBERT, PM/CM, A/E, CM@R, and other stakeholders who are responsible for making decisions regarding the Project.
- 1.30 Record Drawings: Drawings (plans) prepared after construction is complete that represent the work accomplished under the contract.
- 1.31 Samples: Physical examples of materials, equipment, or workmanship representative of a part of the construction Work and which establish the standards by which the portion of the construction Work will be evaluated.
- 1.32 Shop Drawings: All Drawings, diagrams, illustrations, schedules and other data or information specifically prepared or assembled by or for the CM@R and submitted by the CM@R to illustrate some portion of the Work.
- 1.33 Specifications: The part(s) of the Contract Documents used during construction services consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.34 Subcontractor: An individual, firm or corporation having a direct contract with the CM@R or any other individual, firm or corporation having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction services Work at the site for which the CM@R is responsible for. Subcontractors will be selected through the Sub-Bid process described in paragraph 2.7 of this Contract.
- 1.35 Substantial Completion: The construction services for the Work (or a specified part thereof) has progressed to the point where, in the opinion of the PM/CM, as evidenced by a Certificate of Substantial Completion, such construction services are sufficiently complete in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; without any outstanding concurrent Work at the site, except as may be required to complete or correct Punch List items. If no such certificate is issued, Substantial Completion takes place when the construction services Work or a Construction Phase is complete and ready for final payment as evidenced by the PM/CM's written recommendation of final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the construction Work refers to Substantial Completion thereof.
- 1.36 Supplier: A manufacturer, fabricator, supplier, distributor, material-man or vender having a direct contract with CM@R or any Subcontractor.
- 1.37 Total Float: Number of Working Days by which the pre-construction services or construction services Work or any part of the same may be delayed without extending a pertinent schedule milestone in the Project Schedule.
- 1.38 Town of Gilbert Project Manager: The person, firm or corporation designated by GILBERT to administer this Contract on behalf of GILBERT (PM/CM).

- 1.39 Town of Gilbert Project Representative: Any person, designated by GILBERT to oversee the Project in its entirety, inclusive of Capital Projects Administrator, GILBERT's Program Manager, GILBERT Engineers, etc.
- 1.40 Work: The pre-construction services described in this Contract and the entire completed construction services or the various separate Construction Phases thereof, required to be furnished pursuant to the Construction Services Contract. 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.
- 1.41 Working Days: Working days are exclusive of Saturday, Sunday and GILBERT recognized legal holidays.
- 1.42 Written Amendment: A written modification to the Contract Documents, signed by GILBERT and the CM@R on or after the Effective Date of this Contract and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

2.0 PRE-CONSTRUCTION SCOPE OF SERVICES

For the fee set forth in Section 4, CM@R to furnish professional pre-construction services during the design of the Project described in Appendix D. The CM@R accepts a relationship of trust and confidence between itself and GILBERT and undertakes to act as GILBERT's fiduciary in all matters related to the Project. The CM@R acknowledges that it has the expertise to complete the Work identified in this Contract and agrees to furnish its best skills and best judgment to cooperate with GILBERT and provide support to the Engineer during the design of the Project, and in all ways to further the interests of GILBERT and the Project. The CM@R shall furnish cost effective recommendations to maintain Project budgets, efficient constructability reviews, business administration, field supervision and shall use its best efforts to see to it that the work of the Project is done in the best and most expeditious, economical manner consistent with the interests of GILBERT, and in strict conformity with the Contract Documents, including all reasonable implications therein. Because of the CM@R's fiduciary duties to GILBERT, the Project will be an "open book" job whereby GILBERT may attend any and all meetings of the CM@R firm relating to the Project, and GILBERT or its designated auditors or accountants shall have access to any and all records of the CM@R or maintained by the CM@R relating to the Project.

2.1 GENERAL

- 2.1.1 A/E and PM/CM: GILBERT has contracted separately with an Engineer to provide engineering services for the Project. GILBERT has either designated a GILBERT staff member to act as GILBERT's PM/CM or has contracted separately with a person, firm or corporation to act as GILBERT's PM/CM. The PM/CM has no design responsibilities of any nature. None of the activities of the PM/CM supplant or conflict with the design, budget, or any other services and responsibilities furnished by CM@R or subconsultants. All instructions by GILBERT relating to this Contract will be issued or made through the PM/CM. All

communications and submittals of CM@R to GILBERT shall be issued or made through the PM/CM unless GILBERT or the PM/CM shall otherwise direct. The PM/CM shall not reasonably withhold approval for the CM@R to communicate directly with GILBERT or the A/E. The PM/CM shall have the authority to establish procedures, consistent with this Contract, to be followed by the CM@R and to call periodic conferences to be attended by the CM@R and the CM@R's subconsultants, throughout the term of this Contract.

- 2.1.2 **Program Evaluation:** As a participating member of the Project Team, the CM@R will provide to GILBERT, within 20 Working Days of the Notice to Proceed, a written evaluation of the Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 **Project Management/Project Team/Progress Meetings:** These meetings will present general Project progress, address design options that arise during the design process, and receive input and direction from GILBERT engineering and operational staff. Project management meetings shall be conducted weekly or as required. Team meetings shall be conducted throughout the design portion of the project, to complement the project schedule and design review meetings. The CM@R will participate in each meeting, report on the project construction schedule and cost estimate, and provide pertinent input when required.
- 2.1.4 The CM@R will provide pre-construction services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CM@R will promptly notify GILBERT in writing whenever the CM@R determines that any Drawings or Specifications are inappropriate for the Project and or cause changes in the scope of Work requiring an adjustment in the Project Schedule, GMP and/or in the Contract Time for the Work, to the extent such are established.
- 2.1.5 The CM@R, when requested by GILBERT or at its own initiative, if authorized by GILBERT, will attend, make presentations and participate as may be appropriate in public agency and/or community meetings, germane to the Project. The CM@R will assist the A/E and PM/CM in the preparation of drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings. This contract will require two (2) such public meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN (CMP)

- 2.2.1 Prior to the start of construction the CM@R will prepare, and submit to GILBERT, a Construction Management Plan (CMP), which will detail but not necessarily be limited to the CM@R's determinations concerning: (1) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (2) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (3) alternate strategies for fast-tracking and/or phasing the construction, (4) separate bidding documents/packages and strategies for the early procurement of long-lead equipment and/or materials, (5) the number of separate sub-agreements to be awarded to Subcontractors and Suppliers for the Project construction, (6) permitting strategy, (7) safety and training programs , (8) construction quality

control, (9) the Cost Model and basis of the model, (10) a matrix summarizing each Project Team member's responsibilities and roles and (11) construction security.

- 2.2.2 The CM@R will add detail to its previous version of the CMP to keep it current throughout the pre-construction services phase, so that the GMP is ready for implementation at the start of construction of the Project or any Construction Phase. The update/revisions will take into account (a) revisions in Drawings and Specifications; (b) the CM@R's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by GILBERT, PM/CM, A/E or the CM@R, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment and/or materials and (g) funding issues identified by GILBERT.
- 2.2.3 The CM@R will prepare a written report on the market conditions that may affect the budget or the schedule and provide the report to the PM/CM.
- 2.2.4 Cost Estimate Development Log: This document shall be developed by the CM@R at the beginning of the project and will initially include additive and deductive cost item suggestions that the CM@R has found from past experience on similar projects to be appropriate for consideration by the project team. The CM@R shall update this log on a regular basis during the design process and all additive/deductive items shall be approved by the PM/CM with input from the A/E.

2.3 PROJECT SCHEDULE

- 2.3.1 The fundamental purpose of the "Project Schedule" is to identify, coordinate and record the tasks and activities to be performed by all the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all members' compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CM@R will develop a Project schedule and will assist the PM/CM in updating and maintaining the Project Schedule on behalf of and to be used by the Project Team based on input from other Project Team members. The Project Schedule will be consistent with the most recent revised/updated CMP. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise, in writing by GILBERT. The CM@R will use Primavera compatible scheduling software to assist the PM/CM to establish, update, and maintain the Project Schedule. The Project Schedule will be presented in graphical and tabular reports as agreed upon by the Project Team. The Project Schedule will include all tasks and deliverables required by each member of the Project Team to identify long lead items such as Right of Way transactions, Utility Relocation Activity, Permitting Requirements, Railroad coordination, etc. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined. The Project Schedule's activities will directly correlate with the Schedule of Values specified in paragraph 2.5. The Construction Schedule developed

during the preconstruction phase shall be resource loaded for manpower and cash flow during the construction of the project.

- 2.3.2 The CM@R will include and integrate in the Project Schedule the services and activities required of the PM/CM, A/E and CM@R, including all pre-construction and construction services. The Project Schedule will detail activities to the extent required to show: (a) the coordination between conceptual design, preliminary design, and development of the Construction Documents (detailed design), (b) separate long-lead procurements, (c) permitting issues, (d) land and right-of-way acquisition, if any, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up, and (h) occupancy of the completed Work by GILBERT. The Project Schedule will include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, milestone dates for various Construction Phases, total float for all activities, relationships between the activities, GILBERT's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Substantial Completion and when the Work would be ready for final acceptance.
- 2.3.3 The Project Schedule will be updated and maintained by the PM/CM with assistance from the Project Team throughout the pre-construction services phase such that it will not require major changes at the start of construction services or any Construction Phase to incorporate CM@R's plan for the performance of the construction services Work. The PM/CM will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but not less often than monthly. The PM/CM will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions. The Project Schedule update will be submitted to the PM/CM by the 3rd Friday of each month to be reviewed and submitted to GILBERT's Representative.
- 2.3.4 Project Phasing: If phased construction is deemed appropriate and GILBERT approves, the CM@R will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, including any Construction Phase, with the objective of reducing the Project Schedule and/or Cost of the Work. The CM@R will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and other factors pertinent to saving time and cost.
- 2.3.5 Long-Lead Time Item Procurement: The CM@R will provide the PM/CM with a written list of long-lead items, if any, that must be procured during the pre-construction phase to meet the Project Schedule requirements and recommend a schedule for their procurement.
- 2.3.5.1 GILBERT may procure such long-lead items on terms and conditions acceptable to the CM@R to the extent GILBERT determines that it is their own best interest to do so under purchase orders executed by GILBERT. Upon GILBERT's acceptance of any CM@R GMP Proposals, which includes such long-lead time

items, the applicable purchase orders will be assigned by GILBERT to the CM@R, who will accept responsibility for such items as if they were initially procured by the CM@R. The CM@R will be entitled to receive the construction fee associated with the pre-purchased equipment value as compensation for accepting this responsibility.

- 2.3.5.2 If GILBERT concludes alternately, that it is in its own best interest to have the CM@R procure such long-lead time items, GILBERT may, at its sole discretion, direct the CM@R to solicit bids, and upon approval by GILBERT of the terms and conditions of their purchase, GILBERT will authorize in writing the CM@R to issue purchase orders for those items. Only upon approval of GMP Proposals, or upon a separate executed procurement agreement, will GILBERT authorize the CM@R to actually expend Project funds for such long-lead items.
- 2.3.5.3 If GILBERT chooses not to procure long-lead time items prior to acceptance of a GMP Proposal, the CM@R will list the items and a delivery schedule in the Sub-Bid Documents. The CM@R will notify the potential Suppliers, Subcontractors, and fabricators of the required delivery schedule so that it will be taken into consideration, if necessary in their bid.

2.4 DESIGN DOCUMENT REVIEWS

- 2.4.1 The CM@R will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact GMP Proposals and/or the Project Schedule and provide this information in a written report to the PM/CM.
- 2.4.2 The CM@R will identify, in writing and in conjunction with the Project Team, those additional surface and subsurface investigations that are required to provide the necessary information for the CM@R to construct the Project. After completion of pre-construction services, the CM@R may provide additional investigations to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents. The CM@R will be responsible for the time and cost required to obtain such additional investigations, except as otherwise provided by specific Additional Services.
- 2.4.3 The CM@R will meet with the Project Team as required to review designs during their development. The CM@R will thoroughly familiarize itself with the evolving documents through schematic design (30%), design development (60%), construction documents (95%), and final documents (100%). The CM@R will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CM@R will also advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CM@R will recommend cost effective alternatives.
- 2.4.4 The CM@R will conduct constructability and bidability reviews of the Drawings and Specifications at the 30%, 60%, and 95% document submittals. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

- 2.4.4.1 Constructability Reviews: The CM@R will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, lay-down and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.
- 2.4.4.2 Bidability Reviews: The CM@R will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) the design provides as-built data, (d) Specifications include alternatives in the event a requirement cannot be met in the field, (e) and the Project is likely to be subject to differing site conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the Work.
- 2.4.4.3 The results of the reviews will be provided to GILBERT, in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by GILBERT, the CM@R will meet with the PM/CM and A/E to discuss any findings and review reports.
- 2.4.4.4 The CM@R'S reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during construction, responsibility for the Drawings and Specifications will remain with the Engineer and not the CM@R.
- 2.4.5 Notification of Variance of Deficiency: It is the CM@R's responsibility to assist the A/E in ascertaining that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations as they relate to the performance of the Work. If the CM@R recognizes that portions of the Construction Documents as they relate to the performance of the Work are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations it will promptly notify the A/E, PM/CM and GILBERT in writing, describing the apparent variance or deficiency.
- 2.4.6 Alternate Systems Evaluations: The Project Team, at all regularly scheduled Design Review Meetings will routinely identify and evaluate, using value engineering principles, any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CM@R in cooperation with the PM/CM and A/E will perform a cost-benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which

alternatives will be incorporated into the Project. The Engineer will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CM@R will include the cost of the alternatives into the Cost Model and any GMP Proposals.

2.5 COST MODEL, COST ESTIMATES AND SCHEDULE OF VALUES

- 2.5.1 As soon as practical during the schematic design phase, the CM@R will review all available information regarding the design and scope of the Project and, based upon that review, will develop a schematic design Cost Estimate that will serve as input to the Cost Model identified in Exhibit B. The Cost Estimate will be continually updated and kept current as the design phases progress until a final GMP for the entire Project is established. The Cost Estimate will be the best representation by the CM@R of what the complete functional Project's construction costs will be. The CM@R will communicate to the Project Team, any assumptions made in preparing the Cost Estimate. The Cost Model will include (a) the Cost of the Work (Cost Estimate, allowances and contingencies), (b) Indirect Costs, and (c) Preconstruction Services. The sum of (a) and (b) defines the GMP and the sum of (a) through (c) gives the Total Project Cost.
- 2.5.2 During the design phases the CM@R shall maintain a Cost Estimate Development Log (see Exhibit E) in which he tracks the additive and/or deductive changes to the Cost Estimate based on the CM@R's review of design documents made available at the specified design phase. The PM/CM, A/E and CM@R will reconcile any disagreements on the estimate to arrive at an agreed upon Cost Estimate for the construction costs based on the scope of the Project through that specified design phase. The design phases applicable to this paragraph are: schematic design completion, design development completion, construction documents completion, and final completion at 30%, 60%, 95% and 100%. If the Project Team requires additional updates of the Cost Estimate beyond that specified in this paragraph, the CM@R will provide the requested information in a timely manner.
- 2.5.3 If at any point the Cost Estimate submitted to GILBERT exceeds previously accepted estimates agreed to by the Project Team or other key aspects of the Cost Model or GILBERT's Project Budget, the CM@R will make appropriate recommendations to the PM/CM and A/E on means/methods, materials, and/or other design elements that it believes will reduce the estimated construction costs, (without altering the project's basic program) such that it is equal to or less than the established Project Team's target and/or the Project Budget. These changes to the Cost Estimate shall be identified in the Cost Estimate Development Log.
- 2.5.4 Before the first Application for Payment, the CM@R shall submit to GILBERT, and the parties shall agree upon, a schedule of values, setting forth the various portions of the Work, and the portions of the GMP allocated to each portion. This schedule of values shall be used as a basis for payment.
- 2.5.5 The CM@R will prepare a monthly cash flow projection for the Project. This projection shall be updated on a monthly basis to reflect payments to the CM@R for completed work.

2.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

- 2.6.1 GILBERT’s construction budget for this Project is \$4.78 million. During the formulation of the Project and execution of the design the CM@R shall maintain cost controls to deliver the Project GMP within the Project budget. If at any time during the design of the Project it appears that the cost of construction may exceed the Project construction budget the CM@R shall immediately notify GILBERT. Project budgets will be developed for each Construction Phase. If the GMP provided by the CM@R at any point exceeds the Project budget, the CM@R shall recommend approaches to bring the Project within budget.
- 2.6.2 The Indirect Cost percentages associated with General Conditions, Bond allowance, Sales Taxes, Insurance allowance, and Contractor’s Fee; of the Guaranteed Maximum Price (GMP) Cost Model given in Exhibit B shall be negotiated prior to the execution of the Contract and shall be used in subsequent GMP Proposal development. These percentages are to be applied to the “Cost of the Work” estimates for both additive and deductive change orders.
- 2.6.3 At the stage of design as approved by GILBERT and PM/CM, the CM@R shall, if requested by GILBERT, propose a GMP, which shall be the sum of the estimated Cost of the Work and the Indirect Costs as defined in the “Guaranteed Maximum Price (GMP) Cost Model” given in Exhibit B.
- 2.6.4 The preconstruction services shall be negotiated separately and shall include all costs, including indirect costs and fee, associated with that phase of the work.
- 2.6.5 The Total Project Cost is the sum of the GMP Proposal, Preconstruction Services, and prior phase GMPs as defined in the Guaranteed Maximum Price Cost Model given in Exhibit B.
- 2.6.6 The CM@R shall include with the GMP Proposal a written statement of its basis, which shall include:
- 2.6.6.1 A list of the Design Materials and Construction Documents, including all addenda, which were used in preparation of the GMP Proposal.
 - 2.6.6.2 A list of allowances and a statement of their basis.
 - 2.6.6.3 A list of the assumptions and clarifications made by the CM@R in the preparation of the GMP Proposal to supplement the information contained in the Design Materials and Construction Documents.
 - 2.6.6.4 The date of Substantial Completion upon which the GMP Proposal is based and the Schedule of Work upon which the date of Substantial Completion is based.
 - 2.6.6.5 A schedule of applicable alternate prices.
 - 2.6.6.6 A schedule of applicable unit prices.
 - 2.6.6.7 A statement of Additional Services included, if any.
 - 2.6.6.8 The time limit for acceptance of the GMP Proposal.
 - 2.6.6.9 A list of the proposed personnel or positions that the CM@R intends to station at the jobsite to manage the work.

- 2.6.7 The CM@R shall meet with GILBERT and the PM/CM to review the GMP Proposal. In the event that GILBERT and PM/CM discover any inconsistencies or inaccuracies in the information presented, GILBERT and PM/CM shall promptly give written notice to the CM@R, who shall make appropriate adjustments to the GMP Proposal, its basis or both.
- 2.6.8 Prior to GILBERT'S acceptance of the Contractor's GMP Proposal, the CM@R shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as GILBERT and PM/CM may specifically authorize in writing.
- 2.6.9 The CM@R, in preparing any GMP Proposal, will obtain from the A/E three sets of signed, sealed, and dated Construction Documents (including all addenda). The CM@R will prepare its GMP in accordance with GILBERT's "Request for GMP Proposal" requirements based on the most current completed Construction Documents at that time. The CM@R will mark the face of each document of each set upon which its proposed GMP is based. The CM@R will send one set of those documents to the PM/CM, keep one set and return the third set to the A/E.
- 2.6.10 An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the scope of Work shown in the current set of design documents upon which the GMP Proposal(s) is based. Any such Project Schedule updates/revisions will continue to comply with the requirements of paragraph 2.3.
- 2.6.11 In the event the CM@R elects, in its sole discretion, to maintain a Contractor Contingency within the GMP, the Contractor Contingency must be acceptable to GILBERT. In addition, the terms and conditions regarding use of the contingency during construction services will be established by GILBERT and reflected in the Construction Phase Notice to Proceed for that phase of the Project. The use of the Contractor Contingency will be based on these mutually agreeable terms and conditions and written approval from the Owner shall be a prerequisite to the CM@R's use of the Contractor Contingency. CM@R will establish and maintain a Contractor Contingency Log and shall review the status of the Contractor Contingency with the PM/CM at each weekly meeting.
- 2.6.12 GMP Proposal(s) Review and Approval
- 2.6.12.1 The CM@R will meet with the PM/CM and A/E to review any GMP Proposal(s) and the written statement of its basis. In the event the PM/CM or A/E discovers inconsistencies or inaccuracies in the information presented, the CM@R will make adjustments as necessary to the GMP Proposal, its basis or both.
- 2.6.12.2 Upon receipt of any GMP Proposal from the CM@R, GILBERT may submit the same documents that were used by CM@R in developing his GMP to an independent third party or to the A/E for review and verification. The third party or A/E will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.
- 2.6.12.3 If the CM@R'S GMP Proposal is greater than the independent third party or A/E's estimate, GILBERT may require the CM@R to reconfirm its GMP Proposal. The CM@R will accept the independent third party's or A/E's estimate for the Cost of the Work as part of his GMP or present a report within seven days of a written request to GILBERT identifying, explaining and substantiating the differences.

The CM@R may be requested or at its own discretion submit a revised GMP Proposal for consideration by GILBERT. At that time GILBERT may do one of the following:

- A. Accept the CM@R'S original or revised GMP Proposal, if within GILBERT's budget, without comment.
- B. Accept the CM@R'S original or revised GMP Proposal that exceeds GILBERT's budget, and indicate in writing to the CM@R that the Project Budget has been increased to fund the differences.
- C. Reject the CM@R'S original or revised GMP Proposal because it exceeds either or both GILBERT's budget and the independent third party's or A/E's estimate, in which event, GILBERT may terminate this Contract and/or elect to not enter into a separate contract with the CM@R for construction associated with the scope of Work reflected in the GMP Proposal.

2.6.12.4 If during the review and negotiation of GMP Proposals design changes are required, GILBERT will authorize and cause the A/E to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CM@R. The CM@R will promptly notify the A/E and PM/CM if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

2.7 COMPETITIVE BIDDING AND SUB-BIDS

- 2.7.1 The CM@R will develop a written Subcontractor Selection Plan for approval by GILBERT that includes the names of a minimum of three qualified Subcontractors for each trade in the Project and solicit bids for the various Work categories. If there are not three qualified Subcontractors available for a specific trade, the CM@R will request approval by the PM/CM to submit less than three names. No change in the approved Subcontractors will be allowed without prior written approval by GILBERT.
- 2.7.2 If prior to receipt of Sub-Bids or prior to award of Subcontractors or Suppliers, GILBERT objects to any nominated Subcontractor or Supplier or to any self-performed Work for good reason, the CM@R will nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Sub-Bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by GILBERT, the CM@R proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.
- 2.7.3 The CM@R will distribute Drawings and Specifications and conduct a pre-bid conference with prospective Subcontractors.
- 2.7.4 If the Work is defined as Horizontal Construction the CM@R shall self-perform at least 45% of the construction Work.

- 2.7.5 The CM@R, at the required time, will close the bidding and collect all Sub-Bids received within the prescribed deadline for receipt of Sub-Bids. Promptly, after the closing of Sub-bids, the CM@R will (in the presence of the PM/CM) open and read all properly and timely submitted Sub-Bids. The CM@R will submit a completed Sub-Bid tabulation form to the PM/CM within a reasonable time after the closing of the Sub-Bid opening proceedings.
- 2.7.6 The CM@R, upon opening of Sub-Bids will evaluate them including, but not limited to, the evaluation of lower tier Subcontractors, Subcontractor qualification submittals and prospective Suppliers selected by each apparent low Sub-Bidder. The CM@R will resolve any Sub-Bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.
- 2.7.7 If the CM@R elects to utilize a subcontractor whose bid was not lowest the CM@R shall request written approval from GILBERT for use of the subcontractor and shall state the reason(s) for not using the lowest bidder.
- 2.7.8 Within fifteen (15) Days after Sub-Bid opening, the CM@R will deliver to the PM/CM a written Notice of Intent to Award, itemizing the Subcontractors and Suppliers selected by the CM@R. The Notice of Intent to Award will detail (a) for each Sub-agreement the amount of the Sub-Bid and the corresponding Subcontractor or Supplier, (b) the sum of Sub-Bids received for all intended Sub-agreements, (c) trade work that the CM@R intends to self-perform, if any.
- 2.7.9 Early selection of subcontractors or suppliers based on qualifications and/or price will be performed in accordance with applicable State procurement laws. If the CM@R believes early selection of subcontractors is in the best interest of the Project he will notify the PM/CM in writing outlining which subcontractors and/or suppliers should be considered on this basis. This procedure shall be in accordance with the Subcontractor Selection Plan. The PM/CM will review this request and respond in writing within fourteen (14) days.

3.0 PERIOD OF SERVICES

- 3.1 The pre-construction services described in Section 2 will be performed by CM@R in accordance with the most current update/revised Project Schedule. Failure on the part of the CM@R to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by GILBERT.
- 3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for GILBERT, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal GILBERT holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. on the day of performance.

4.0 CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

Based on the Preconstruction Services fee proposal submitted by the CM@R and accepted by GILBERT (which by reference is made a part of this Contract); GILBERT will pay the CM@R on a Time and Material basis as follows:

- 4.1.1 For the Basic Service described in Section 2, and performed to the satisfaction of GILBERT, the not-to-exceed amount: Sixty-eight thousand, four hundred, fifty three dollars and no cents (\$68,453.00).
- 4.1.2 For the Additional Services described in paragraph 4.3, and performed to the satisfaction of GILBERT, the not-to-exceed amount: Twenty thousand dollars and no cents (\$20,000.00).

4.2 PAYMENTS

- 4.2.1 Requests for monthly payments by the CM@R for pre-construction services will be submitted to PM/CM and will be accompanied by a progress report, detailed invoices, and receipts. Any request for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, an updated cash flow report, plus similar narrative and listings of Deliverables associated with their Work. Services will be paid in accordance with the work effort expended on that service during the preceding month.
- 4.2.2 The Contract fees for CM@R and Subconsultants will be based upon the hourly rate schedule included as Exhibit A attached.
- 4.2.3 The CM@R will pay all sums due Subconsultants for services and reimbursable expenses within fourteen (14) calendar days after the CM@R has received payment for those services from GILBERT.
- 4.2.4 The CM@R agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances such as utility companies and outside agencies which are beyond the reasonable control of GILBERT during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, will be solely compensated for by an extension of time (noncompensable) for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CM@R to proceed to complete any services, in whole or in part 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 GILBERT of any of its legal rights herein.
- 4.2.5 No compensation to the CM@R will be allowed contrary to Article 1, Chapter 1, Title 34 of the Arizona Revised Statutes.
- 4.2.6 If any service(s) executed by the CM@R is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CM@R, the CM@R is to be paid for the services performed prior to the abandonment or suspension.

4.3 ADDITIONAL SERVICES

The following Additional Services may be required for the successful completion of this Project. Mark-ups are not authorized and only the items specifically identified below will be reimbursed as authorized herein:

A. Potholing Services

5.0 TOWN OF GILBERT'S RESPONSIBILITIES

5.1 GILBERT, at no cost to the CM@R, will furnish the following information:

- 5.1.1 One copy of data GILBERT determines pertinent to the Work. However, the CM@R will be responsible for searching the records and requesting information it deems reasonably required for the Project.
- 5.1.2 Available data and information pertaining to relevant policies, standards, criteria, studies, etc.
- 5.1.3 GILBERT's representative who will serve as PM/CM during the term of this Contract is Jason Montgomery. PM/CM has the authority to administer this Contract and will monitor CM@R's compliance with all terms and conditions stated herein. All requests for information from or decisions by GILBERT on any aspect of the work or Deliverables will be directed to PM/CM.

5.2 GILBERT additionally will:

- 5.2.1 Contract separately with one or more firms to provide engineering design services for the Project. The scope of services for the A/E will be provided to the CM@R for its information. The CM@R will have no right to limit or restrict any changes of such services that are otherwise mutually acceptable to GILBERT and A/E.
 - 5.2.2 Supply, without charge, one (1) copy of programs, reports, drawings, and specifications reasonably required by the CM@R.
 - 5.2.3 Provide the CM@R with adequate information in its possession or control regarding GILBERT's requirements for the Project.
 - 5.2.4 Give prompt written notice to the CM@R when GILBERT becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications.
 - 5.2.5 Notify the CM@R of changes affecting the budget allocations.
- 5.3** GILBERT'S Representative, will have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information GILBERT'S Representative deems appropriate to the CM@R.

6.0 CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

- 6.1.1 GILBERT Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, and other related documents which are prepared in the performance of this Contract (collectively referred to as Project Documents) are to be and remain the property of GILBERT and are to be delivered to the PM/CM before the final payment is made to the CM@R. Nonetheless, in the event these Project Documents are used, modified or adapted without the written consent of the CM@R, which consent the CM@R will not unreasonably withhold, GILBERT agrees to hold the CM@R harmless to the extent permitted by law, from the legal liability arising out of and or resulting from GILBERT's use, modification or adaptation of the Project Documents.
- 6.1.2 CM@R to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CM@R, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CM@R.
- 6.1.3 License to GILBERT for Reasonable Use: The CM@R hereby grants, and will require its Subconsultants to grant, a license to GILBERT, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require GILBERT to alter or modify the Project Documents, then paragraph 6.1.1 applies.
- 6.1.4 Documents to Bear Seal: When applicable and required by state law, the CM@R and its Subconsultants will endorse by professional seal all plans, works, and Deliverables prepared by them for this Contract.

6.2 COMPLETENESS AND ACCURACY OF CM@R'S WORK

The CM@R will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other pre-construction Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its work or Deliverables. The fact that GILBERT has accepted or approved the CM@R's work or Deliverables will in no way relieve the CM@R of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to GILBERT.

6.3 ALTERATION IN CHARACTER OF WORK

In the event an alteration or modification in the character of work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of service, cost of performance, or Project Schedule, the work or Deliverable will nonetheless be performed as directed by GILBERT. However, before any altered or modified work begins, a

Change Order or Amendment will be approved and executed by GILBERT and the CM@R. Such Change Order or Amendment will not be effective until approved by GILBERT. Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CM@R may accordingly be adjusted by mutual agreement of the contracting parties. No claim for extra work done or materials furnished by the CM@R will be allowed by GILBERT except as provided herein, nor will the CM@R do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CM@R without such prior written authorization will be the CM@R's sole jeopardy, cost, and expense, and the CM@R hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

6.4 DATA CONFIDENTIALITY

- 6.4.1 As used in the 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 CM@R in the performance of this Contract.
- 6.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CM@R in connection with the CM@R's performance of this Contract is confidential and proprietary information belonging to GILBERT.
- 6.4.3 The CM@R will not divulge data to any third party without prior written consent of GILBERT. The CM@R 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 CM@R has first given the required notice to GILBERT:
- 6.4.3.1 Data which was known to the CM@R prior to its performance under this Contract unless such data was acquired in connection with work performed for GILBERT.
 - 6.4.3.2 Data which was acquired by the CM@R in its performance under this Contract and which was disclosed to the CM@R by a third party, who to the best of the CM@R's knowledge and belief, had the legal right to make such disclosure and the CM@R is not otherwise required to hold such data in confidence; or
 - 6.4.3.3 Data, which is required to be disclosed by the CM@R by virtue of law, regulation, or court.
- 6.4.4 In the event the CM@R is required or requested to disclose data to a third party, or any other information to which the CM@R became privy as a result of any other contract with GILBERT, the CM@R will first notify GILBERT as set forth in this Article of the request or demand for the data. The CM@R will timely give GILBERT sufficient facts, such that GILBERT can have a meaningful opportunity to either first give its consent or take such action that GILBERT may deem appropriate to protect such data or other information from disclosure.
- 6.4.5 The CM@R, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by GILBERT, will promptly deliver,

as set forth in this section, a copy of all data to GILBERT. All data will continue to be subject to the confidentiality agreements of this Contract.

- 6.4.6 The CM@R assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate GILBERT if any of the provisions of this section are violated by the CM@R, its employees, agents or Subconsultants. For the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

- 6.5.1 Prior to start of any work or Deliverable under this Contract, the CM@R will submit to GILBERT, an organization chart for the CM@R staff and Subconsultants and detailed resumes of key personnel listed in its response to GILBERT's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, GILBERT hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CM@R desires to change such key personnel from performing such services under this Contract, the CM@R will submit the qualifications of the proposed substituted personnel to GILBERT for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

- 6.5.2 The CM@R will maintain an adequate number of competent and qualified persons, as determined by GILBERT, to ensure acceptable and timely completion of the scope of services described in Section 2 throughout the performance of this Contract. If GILBERT objects, with reasonable cause, to any of the CM@R's staff, the CM@R will take prompt corrective action acceptable to GILBERT and, if required, remove such personnel from the Project and replace with new personnel acceptable to GILBERT.

6.6 INDEPENDENT CONTRACTOR

The CM@R is and will be an independent contractor and whatever measure of control GILBERT exercises over the work or Deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Contract will give or be construed to give GILBERT the right to direct the CM@R as to the details of accomplishing the work or Deliverable. These results will comply with all applicable laws and ordinances.

6.7 SUBCONSULTANTS

Prior to beginning the Work or Deliverable, the CM@R will furnish GILBERT for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of GILBERT.

6.8 TERMINATION

- 6.8.1 GILBERT and the CM@R hereby agree to the full performance of the covenants contained herein, except that GILBERT reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the CM@R.
- 6.8.2 In the event GILBERT abandons any or all of the services or any part of the services as herein provided, GILBERT will so notify the CM@R in writing, and the CM@R will immediately after receiving such notice discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment or termination.
- 6.8.3 The CM@R, upon such termination or abandonment, will promptly deliver to GILBERT all reports, estimates and other work or Deliverable entirely or partially completed, together with all unused materials supplied by GILBERT.
- 6.8.4 The CM@R will appraise the work completed and submit an appraisal to GILBERT for evaluation. GILBERT will have the right to inspect the CM@R's work or Deliverable to appraise the work completed.
- 6.8.5 The CM@R will receive compensation in full for services satisfactorily performed to the date of such termination. The fee will be paid in accordance with Paragraph 4 of this Contract, and will be an amount mutually agreed upon by the CM@R and GILBERT. If there is no mutual agreement, the final determination will be made in accordance with paragraph 6.9, "Disputes". However, in no event will the fee exceed that set forth in Paragraph 4 or as amended in accordance with paragraph 6.3, "Alteration in Character of Work". GILBERT will make the final payment within sixty days after the CM@R has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

6.9 DISPUTES

- 6.9.1 In the event of any dispute arising between GILBERT and the CM@R regarding any part of the Agreement or the Contract Documents, or the Parties' obligations or performance thereunder, either Party may institute the dispute resolution procedures set forth herein. The Parties shall continue performance of their respective obligations hereunder notwithstanding the existence of a dispute.
- 6.9.2 Dispute Resolution Procedures: Initial Meeting to Resolve Disputes. Any Party may from time to time call a special meeting for the resolution of disputes that would have a material impact on the cost or progress of the Project. Such meeting shall be held at GILBERT's offices within three (3) Working Days of written request therefore, which request shall specify in reasonable detail the nature of the dispute. The meeting shall be attended by GILBERT's Authorized Representative, the CM@R's Authorized Representative and any other person who may be affected in any material respect by the resolution of such dispute. Such Authorized Representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute.
- 6.9.3 Mediation:

- 6.9.3.1 If the dispute has not been resolved within five (5) Working Days after the special meeting has been held, a mediator, mutually acceptable to the Parties and experienced in design and construction matters shall be appointed. The cost of the mediator shall be shared by the Parties. The mediator shall be given any written statements of the Parties and may review the Site and any relevant documents. The mediator shall call a meeting of the Parties within ten (10) Working Days after his/her appointment, which meeting shall be attended by GILBERT's Authorized Representative, the CM@R's Authorized Representative and any other person who may be affected in any material respect by the resolution of such dispute. Such Authorized Representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute. During such ten (10) day period, the mediator may meet with the Parties separately.
- 6.9.3.2 No minutes shall be kept with respect to any mediation proceedings, and the comments and/or findings of the mediator, together with any written statements prepared, shall be non-binding, confidential and without prejudice to the rights and remedies of any Party. The entire mediation process shall be completed within twenty (20) Working Days of the date upon which the initial special meeting is held, unless the Parties agree otherwise in writing. If the dispute is settled through the mediation process, the decision will be implemented by written agreement signed by the Parties.

6.10 WITHHOLDING PAYMENT

GILBERT reserves the right to withhold funds from the CM@R's progress payments up to the amount equal to the claims GILBERT may have against the CM@R, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

- 6.11.1 Records of the CM@R's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between GILBERT and the CM@R will be kept on a generally recognized accounting basis. GILBERT, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@R's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any Change Orders. GILBERT reserves the right to decrease Contract Amount and/or payments made on this Contract if, upon audit of the CM@R's records, the audit discloses the CM@R has provided false, misleading, or inaccurate cost and pricing data.
- 6.11.2 The CM@R will include a provision similar to paragraph 6.11.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure GILBERT, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. GILBERT reserves the right to decrease Contract Amount and/or payments made on this Contract if the above provision is not included in Subconsultant, Subcontractor, and Supplier Contracts, and one or more of those parties do not allow GILBERT to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

- 6.12.1 To the fullest extent permitted by law, CM@R, its successors and assigns shall indemnify and hold harmless GILBERT, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of CM@R or other persons employed or used by the CM@R in the performance of this Agreement. CM@R's duty to indemnify and hold harmless GILBERT, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by CM@R's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by CM@R or used by CM@R in the performance of this Agreement.
- 6.12.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6.13 NOTICES

Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class US mail, registered or certified, postage prepaid and properly addressed as follows:

TO GILBERT:

Patrick Banger
Town Manager
Town of Gilbert
50 East Civic Center Drive
Gilbert, AZ 85296

TO CM@R:

Jason Robinson
Preconstruction Services Manager
Felix Construction Company
2530 S. 52nd Ave.
Phoenix, AZ 85043

6.14 COMPLIANCE WITH FEDERAL LAWS

- 6.14.1 The CM@R understands and acknowledges the applicability of the American With Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@R agrees to comply with these laws in performing this Contract and to permit GILBERT to verify such compliance.
- 6.14.2 Immigration Law Compliance Warranty:

- 6.14.2.1 As required by A.R.S. § 41-4401, CM@R hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CM@R further warrants that after hiring an employee, CM@R verifies the employment eligibility of the employee through the E-Verify program.
- 6.14.2.2 If CM@R uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.
- 6.14.2.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. CM@R is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. CM@R shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).
- 6.14.2.4 Gilbert retains the legal right to inspect the papers of any CM@R or subcontractor employee who works on the Contract to ensure that the CM@R or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.
- 6.14.2.5 If state law is amended, the parties may modify this paragraph consistent with state law.
- 6.14.3 Equal Treatment of Workers: CM@R shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Work. CM@R shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). CM@R shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by CM@R or its employees.
- 6.14.4 Israel. CM@R certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.
- 6.14.5 Uyghurs. In accordance with Arizona Revised Statutes § 35-394, CM@R hereby certifies and agrees that CM@R does not currently and shall not for the duration of this Contract use 1) the forced labor of ethnic Uyghurs in the People’s Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People’s Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If CM@R becomes aware during the term of this Contract that CM@R is not in compliance with this

Section, then CM@R shall notify Gilbert within five (5) business days after becoming aware of such noncompliance. If CM@R does not provide Gilbert with written certification that CM@R has remedied such noncompliance within one hundred eighty (180) days after notifying Gilbert of such noncompliance, this Contract shall terminate, except that if the Contract termination date occurs before the end of such one hundred eighty (180) day remedy period, this Contract shall terminate on such contract termination date.

6.15 CONFLICT OF INTEREST

6.15.1 To evaluate and avoid potential conflicts of interest, the CM@R will provide written notice to GILBERT, as set forth in this section, of any work or services performed by the CM@R for third parties that may involve or be associated with any real property or personal property owned or leased by GILBERT. Such notice will be given seven business days prior to commencement of the Project by the CM@R for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure will be sent to Jason Montgomery.

6.15.2 Actions considered adverse to GILBERT under this Contract include but are not limited to:

6.15.2.1 Using data as defined in the Contract, acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against GILBERT.

6.15.2.2 Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against GILBERT.

6.15.2.3 Using data to produce income for the CM@R or its employees independently of performing the services under this Contract, without the prior written consent of GILBERT.

6.15.3 The CM@R represents that except for those persons, entities and projects previously identified in writing to GILBERT, the services to be performed by the CM@R 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 GILBERT.

6.15.4 The CM@R's failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

6.16 CONTRACTOR'S LICENSE AND PRIVILEGE LICENSE

Prior to award of the Contract, the CM@R must provide to the Town Clerk, its Contractor's License Classification and number, its Town of Gilbert Privilege Tax License number, Arizona Privilege Tax License number, and its Federal Tax I.D. number. A copy of the transmittal should be sent to GILBERT's Representative.

6.17 CM@R'S TAX LIABILITIES

CM@ Risk will be liable for payment of all state of Arizona and Maricopa County Transaction Taxes (ARS 41-1305) and Town of Gilbert Privilege Tax License number and Arizona

Privilege Tax License number on the successful bidder's construction contracting receipts. Failure to remit the proper taxes to GILBERT may result in the withholding of payment until all delinquent privilege taxes, interest, and penalty have been paid.

6.18 SUCCESSORS AND ASSIGNS

GILBERT and the CM@R will each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither GILBERT nor the CM@R will assign, sublet, or transfer its interest in this Contract without the written consent of the other. In no event will any contractual relation be created or be construed to be created as between any third party and GILBERT.

6.19 FORCE MAJEURE

If either party is delayed or prevented from the performance of any service, in whole or in part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay. No increase in contract amount will be allowed. CM@R's sole compensation will be an extension of time only.

6.20 COVENANT AGAINST CONTINGENT FEES

The CM@R warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage of contingent fee, and that no member of the Town Council, or any employee of the Town of Gilbert has any interest, financially, or otherwise, in the firm. The Town of Gilbert will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

6.21 NON-WAIVER PROVISION

The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.22 JURISDICTION

This Contract will be deemed 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 thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

6.23 SURVIVAL

All warranties, representations and indemnifications by the CM@R will survive the completion or termination of this Contract.

6.24 MODIFICATION

No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformance with provisions of this Contract, except as expressly provided herein to the contrary.

6.25 SEVERABILITY

If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

6.26 INTEGRATION

This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.27 TIME IS OF THE ESSENCE

Time of each of the terms, covenants, and conditions of the Contract is hereby expressly made of the essence.

6.28 THIRD PARTY BENEFICIARY

The Contract will not be construed to give any rights or benefits in the Contract to anyone other than GILBERT and the CM@R. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of GILBERT and the CM@R and not for the benefit of any other party.

6.29 COOPERATION AND FURTHER DOCUMENTATION

The CM@R agrees to provide GILBERT such other duly executed documents as may be reasonably requested by GILBERT to implement the intent of this Contract.

6.30 CONFLICT IN LANGUAGE

All work or Deliverables performed will conform to all applicable Town of Gilbert codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

6.31 GILBERT’S RIGHT OF CANCELLATION

All parties hereto acknowledge that this Contract is subject to cancellation by the Town of Gilbert pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

7.0 INSURANCE

7.1 The CM@R will procure and maintain for the duration of the Contract, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work or Deliverables, hereunder by the CM@R, its agents, representatives, employees, Subconsultants, Subcontractors, and/or Suppliers. If this is an OCIP Project, this Article will apply only to the pre-construction services described herein. Insurance requirements related to any construction Work done during the preconstruction phase will be defined in a separate contract associated with that phase. The CM@R will cause all Subcontractors to contain identical terms and conditions to those included in this Article.

7.2 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants that might arise out of the performance of the work or Deliverables under this Contract by the CM@R, its agents, representatives, employees, Subconsultants, Subcontractors, or Suppliers and CM@R is free to purchase such additional insurance as it may determine necessary.

IN WITNESS WHEREOF, GILBERT and the CM@R have executed this Agreement as of the date first written.

TOWN OF GILBERT

By: _____
Brigette Peterson, Mayor


ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CONSTRUCTION-MANAGER-AT-RISK



By: Jason Robinson
Title: Preconstruction Services Manager

EXHIBIT A
HOURLY RATE SCHEDULE (CM@R)

HOURLY RATE REQUIREMENTS AND LIMITATIONS:

The schedule of hourly rates for employees of the CM@R and its Subconsultants follow and are based on the proposal submitted to GILBERT on April 6, 2023. The definitions and limits below apply to the rates as submitted.

Direct Labor Cost is defined as the total amount actually paid by CM@R in salaries for its staff for time directly expended on the Project for services rendered. The maximum labor rate will be \$95.00 per hour.

Indirect Cost (Overhead) is defined as the general and administrative overhead burden. Indirect Cost will be calculated as a percentage of the Direct Labor Cost. The maximum allowable markup for indirect costs is 115% of the direct labor costs.

Fixed Fee is defined as a fixed amount to provide an operating margin, readiness to serve, risk, and profit. The maximum allowable markup for fixed fee is 10% of the direct labor and indirect costs.

LIST OF EMPLOYEES AND SUBCONSULTANTS:

<u>Position</u>	<u>Direct Labor Rates</u>	<u>Total Labor Rate</u>
Pre-Con Manager	\$65.00	\$140.14
GC Sr. Project Manager	\$65.00	\$140.14
GC Project Manager	\$60.00	\$129.36
GC Estimator	\$55.00	\$118.58
GC Superintendent	\$55.00	\$118.58
Electrical Sr. Project Manager	\$65.00	\$140.14
Electrical Project Manager	\$60.00	\$129.36
Electrical Estimator	\$55.00	\$118.58
Electrical Superintendent	\$55.00	\$118.58
Clerk	\$20.00	\$43.12

EXHIBIT B

GUARANTEED MAXIMUM PRICE (GMP) Proposal (CM@R)

The Guaranteed Maximum Price (GMP) proposal shall be completed at the time of submittal of the GMP for the Project and include associated backup information. The GMP, if approved, will be separately approved with the approval of the Construction Services Contract. If the Project will be constructed in Construction Phases, a separate GMP shall be approved for each Construction Phase.

Exhibit C – Total Project Cost shall be used with Exhibit B in completing the Guaranteed Maximum Price (GMP) Proposal.

Indirect Cost percentages as identified in paragraph 2.6.2 shall be established prior to executing the Contract.

See attached Exhibit B.

EXHIBIT B - CM@R GMP COST MODEL

Project Name: Site 33 Well Development

Date: 4/6/23

Project Location: Recker Road between Ocotillo and Queen Creek

CIP Project No: WA0800

Contract No: 323000220

			Amount
A. Direct Costs:			
A1 Labor and Burden	\$		-
A2 Equipment (Owned and Rented)	\$		-
A3 Material, Supplies, and Fees	\$		-
A4 Subcontracts	\$		-
A5 Allowances & Contingencies	\$		-
A. - Total of Direct Costs:	\$		-
B. General Conditions:	0.00%	\$	-
Subtotal 1 (Cost Of The Work)		\$	-
C. Contractor's Fee:	0.00%	\$	-
Subtotal 2		\$	-
D. Bonds and Insurance Allowances:			
D1 Bonds	0.00%	\$	-
D2 Insurance	0.00%	\$	-
D. - Bonds & Insurance Allowance Total:		\$	-
Subtotal 3	0.00%	\$	-
E. Sales Tax			
E1 Sales Tax	5.07%	\$	-
E2 Tax Credits		\$	-
E. - Sales Tax Total:		\$	-
F. GMP Proposal:		\$	-
G. Preconstruction Services:		\$	88,453
H. Previous GMP's:		\$	-
I. Total Project Cost		\$	88,453

NOTES:

1. Contractor to fill in highlighted areas only:
 - a. Direct Costs (A) to be completed as the cost estimate is developed.
 - b. Indirect Cost (B, C and D) percentages to be established during preconstruction phase negotiations.

2. Formulas Used in Calculations:
 - Subtotal 1 = A + B
 - Contractor's Fee (C) = C Percentage x Subtotal 1
 - Subtotal 2 = C + Subtotal 1
 - Bond & Insurance Allowances = D Percentages x Subtotal 2
 - Subtotal 3 = D + Subtotal 2
 - Sales Tax (E1) = Subtotal 3 x 5.07%
 - GMP Proposal (F) = Subtotal 3 + E
 - Preconstruction Services (G) is Contractor's costs associated with that phase.
 - Previous GMP's (H) includes total cost of previous approved GMP's
 - Total Project Cost (I) = F + G + H

EXHIBIT C

TOTAL PROJECT COST (CM@R)

1. Cost of the Work. The term "Cost of the Work" shall mean construction costs associated with project specification Divisions 1-16 incurred by the CM@R in the performance of the Work. The following are categories of cost and expense to be paid by GILBERT to the CM@R as Cost of the Work and are identified in the Guaranteed Maximum Price (GMP) Form given in Exhibit B:

1.2 Horizontal Construction

- 1.2.1 A1 Labor and Burden
- 1.2.2 A2 Equipment (Owned and Rented)
- 1.2.3 A3 Materials, Supplies, and Fees
- 1.2.4 A4 Subcontracts
- 1.2.5 A5 Allowances and Contingencies

1.3 Vertical Construction

- 1.3.1 A1 Labor and Burden
- 1.3.2 A2 Equipment (Owned and Rented)
- 1.3.3 A3 Materials, Supplies, and Fees
- 1.3.4 A4 Subcontracts
- 1.3.5 A5 Allowances and Contingencies

1.4 Fines and Penalties. If fines or monetary penalties are levied against the CM@R they shall not be included in the "Cost of the Work" calculation and shall not be a part of the GMP.

2. Construction Costs

2.1 Labor and Burden Costs

- 2.1.1 Wages of construction workers directly employed by the CM@R to perform the construction of the Work at the Site or, with GILBERT's agreement, at off-site workshops.
- 2.1.2 Wages or salaries of the CM@R's supervisory and administrative personnel when stationed at the Site and wages, salaries and other costs of project management, preconstruction services, form design, foundation engineering, manpower planning, purchasing, estimating and data processing, whether performed at the Site or in the

CM@R's offices, including, but not limited to services rendered during the Design Phase of the Project.

- 2.1.3 Wages and salaries of the CM@R's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- 2.1.4 Burden: Costs paid or incurred by the CM@R for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in subsections 2.1.1 through 2.1.3 above.
- 2.2 Equipment (Owned and Rented).** Costs, including transportation equipment incorporated or to be incorporated in the completed construction.

2.3 Materials, Supplies, and Fees Costs

- 2.3.1 Costs of materials in excess of those actually installed which are required to provide reasonable allowance for waste and spoilage. Unused excess materials, if any, shall be handed over to GILBERT at the completion of the Work, or at GILBERT's option, shall be sold by the CM@R, amount realized, if any, from such sales shall be credited to GILBERT as a deduction from the Cost of the Work.
- 2.3.2 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the CM@R at the Site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by the CM@R. Costs for items previously used by the CM@R shall mean fair market value.
- 2.3.3 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the CM@R at the Site, whether rented from the CM@R or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rental charges for equipment owned by the CM@R shall be at then prevailing rates.
- 2.3.4 Costs of removal of debris from the Site.
- 2.3.5 Costs of facsimiles, telegrams and long distance telephone calls, postage and delivery charges (whether originating at the Site or at the offices of the CM@R telephone service at the Site and reasonable petty cash expenses of the Site office.
- 2.3.6 That portion of the reasonable travel and subsistence expenses of the CM@R's personnel incurred while traveling in discharge of duties connected with the Work.

- 2.3.7 Fees and assessments for any permits, licenses and inspections required by the Contract Documents.
- 2.3.8 Fees of testing laboratories for tests required by the Contract Documents or governmental authorities.
- 2.3.9 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. The costs of defending suits or claims for infringement of patent rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the CM@R resulting from such suits or claims and payments of settlements in connection therewith.
- 2.3.10 Deposits lost for cause other than the CM@R'S negligence.

2.4 Subcontractor Costs. Amounts due Subcontractors in accordance with the requirements of the Subcontracts.

2.5 Allowance and Contingencies Costs

- 2.5.1 Those Owner controlled costs identified as Construction Allowances associated with work items that have been specifically defined through negotiations with GILBERT and are identified in the Guaranteed Maximum Price (GMP) Form given in Exhibit B with associated pricing.
- 2.5.2 The contractor contingency belongs to the CM@R if it is needed but is returned to GILBERT if it goes unused. It reflects the incomplete nature of the drawings and specifications at the time the GMP is established and may be used to cover unanticipated costs that arise during construction. Written approval from GILBERT is required for CM@R use of this contingency.

3. Indirect Costs. The term "Indirect Costs" shall mean costs not associated with project Specification Divisions 1-16 incurred off the project site by the CM@R in the performance of the Work. Reimbursement for these categories of cost shall be at the fixed rate percentages contained in Exhibit B and the following are categories of cost and expense to be paid by GILBERT to the CM@R as Indirect Costs and are identified in the Guaranteed Maximum Price (GMP) Form given in Exhibit B.

3.1 General Conditions

- 3.1.1 Salaries and other compensation of the CM@R's personnel stationed at the CM@R's principal office or offices other than the Site, except as specifically provided in subsections 2.1.3 and 2.1.3 above.
- 3.1.2 Expenses of the CM@R's principal office and offices, other than the Site office.
- 3.1.3 Overhead and general expenses, except as may be included in Sections 1 and 2 above.
- 3.1.4 The capital expenses of the CM@R, including interest on capital employed for the Work.

- 3.1.4 Home office profit and overhead expenses.
- 3.1.5 Any bonuses awarded by to the CM@R to its employees or subcontractors.
- 3.2 Fee.** “Fee” means the profit payable to the CM@R, which is a part of the GMP, as more fully described on Exhibit B attached hereto.
- 3.3 Bonds.** “Bonds” refers to the Payment and Performance Bonds identified in Part III of the CM@R General Conditions that shall be furnished to GILBERT prior to the commencement of Construction Work on the Site.
- 3.4 Insurance.** “Insurance” to be provided is described in paragraph 7 and Part III of the CM@R General Conditions.
- 3.5 Sales Taxes.** “Sales Taxes” refers to those sums to be paid as a percentage of the GMP.
- 3.6 Preconstruction Services.** Those services identified in this Contract that are to be performed during the design phases of the Project by the CM@R in support of the A/E and GILBERT.
- 3.7 Total Project Cost.** Total Project Cost is the sum total of the GMP, Preconstruction Services, and any prior phase GMPs.



PRECONSTRUCTION SERVICES



DESCRIPTION		LABOR HOURS												COSTS					
		Pre-Con Manager	GC Estimator	GC Sr. PM	GC PM	GC Super	GC PE	Elect Estimator	Elect Sr. PM	Elect PM	Elect Super	Elect PE	Clerk	Total Hours	Direct	Indirect	Fee	Total	
RATES		\$ 65.00	\$ 55.00	\$ 65.00	\$ 60.00	\$ 55.00	\$ 45.00	\$ 55.00	\$ 65.00	\$ 60.00	\$ 55.00	\$ 45.00	\$ 20.00			96%	10%		
2.1 GENERAL																			
2.1.1	Preconstruction Services Agreement	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	
2.1.2	Program Evaluation - Kick off workshops (within 20 working days of NTP provide written evaluation Project Program and Project Budget)	2	2	2	2	0	0	0	0	0	0	0	0	8	\$ 490.00	\$ 960.40	\$ 96.04	\$ 1,056.44	
2.1.3	Project Management / Project Team / Progress Meetings - (weekly or as required) CM@R will participate in each meeting, report on project construction schedule and cost estimate, and provide pertinent input when required.	20	20	0	20	0	0	0	0	0	0	0	0	60	\$ 3,600.00	\$ 7,056.00	\$ 705.60	\$ 7,761.60	
2.1.4	Preconstruction Design Phase Services/ Drawing Review (Felix Internal)	4	2	2	2	2	0	0	0	4	2	0	0	18	\$ 1,080.00	\$ 2,116.80	\$ 211.68	\$ 2,328.48	
2.1.5	Participation in Public Agency and/or Community Meetings	4	0	4	2	0	0	0	0	0	0	0	0	10	\$ 640.00	\$ 1,254.40	\$ 125.44	\$ 1,379.84	
SUBTOTAL HOURS & COSTS		30	24	8	26	2	0	0	0	4	2	0	0	96	\$ 5,810.00	\$ 11,387.60	\$ 1,138.76	\$ 12,526.36	
2.2 CONSTRUCTION MANAGEMENT PLAN (CMP)																			
2.2.1	Prepare a Construction Management Plan (CMP) - (prior to construction)	12	0	2	2	0	0	2	0	2	0	0	0	20	\$ 1,260	\$ 2,470	\$ 247	\$ 2,717	
2.2.2	Construction Management Plan Updates	4	0	0	2	0	0	0	0	2	0	0	0	8	\$ 500	\$ 980	\$ 98	\$ 1,078	
2.2.3	Prepare Report on Market Conditions	4	0	2	2	0	0	2	0	0	0	0	0	10	\$ 620	\$ 1,215	\$ 122	\$ 1,337	
2.2.4	Cost Estimate Development Log - (update on regular basis during design process)	2	0	2	2	0	0	2	0	0	0	0	0	8	\$ 490	\$ 960	\$ 96	\$ 1,056	
SUBTOTAL HOURS & COSTS		22	0	6	8	0	0	6	0	4	0	0	0	46	\$ 2,870	\$ 5,625	\$ 563	\$ 6,188	
2.3 PROJECT SCHEDULE																			
2.3.1	Develop and Maintain Project Schedule indicating CPM, Milestones, Schedule of Values	8	0	4	2	4	0	4	0	4	4	0	0	30	\$ 1,800	\$ 3,528	\$ 353	\$ 3,881	
2.3.2	Project Schedule Integration & Update	4	0	0	2	2	0	4	0	2	2	0	0	16	\$ 940	\$ 1,842	\$ 184	\$ 2,027	
2.3.3	Project Phasing Workshops	4	0	2	2	0	0	4	0	2	2	0	0	18	\$ 1,070	\$ 2,097	\$ 210	\$ 2,307	
2.3.4	Long Lead Time Item Procurement	4	10	2	0	0	0	10	0	0	0	0	0	26	\$ 1,490	\$ 2,920	\$ 292	\$ 3,212	
SUBTOTAL HOURS & COSTS		20	10	8	6	8	0	22	0	8	8	0	0	90	\$ 5,300	\$ 10,388	\$ 1,039	\$ 11,427	
2.4 DESIGN DOCUMENT REVIEWS																			
2.4.1	Evaluate periodically labor, material and cost sensitive items that impact GMP and or Schedule.	0	4	2	0	0	0	8	0	0	0	0	0	14	\$ 790	\$ 1,548	\$ 155	\$ 1,703	
2.4.2	Recommend any additional surface/sub-surface investigations.	0	2	0	0	0	0	0	0	2	0	0	0	4	\$ 230	\$ 451	\$ 45	\$ 496	
2.4.3	Meet and advise in various design phases	8	8	4	6	0	0	0	0	0	0	0	0	26	\$ 1,580	\$ 3,097	\$ 310	\$ 3,406	
2.4.4.1	Constructability Reviews	12	0	2	8	8	0	4	0	6	8	0	0	48	\$ 2,850	\$ 5,586	\$ 559	\$ 6,145	
2.4.4.2	Biddability Reviews	2	2	2	0	0	0	4	0	0	0	0	0	10	\$ 590	\$ 1,156	\$ 116	\$ 1,272	
2.4.4.3	Constructability Review & Biddability Review Reports	2	0	0	0	0	0	2	0	0	0	0	0	4	\$ 240	\$ 470	\$ 47	\$ 517	
2.4.5	Notification of Variance or Deficiencies (Design Milestone Crosscheck)	2	2	0	0	0	0	2	0	0	0	0	0	6	\$ 350	\$ 686	\$ 69	\$ 755	
2.4.6	Alternate Systems Evaluations	0	0	0	0	0	0	4	0	0	0	0	0	4	\$ 220	\$ 431	\$ 43	\$ 474	
SUBTOTAL HOURS & COSTS		26	18	10	14	8	0	24	0	8	8	0	0	116	\$ 6,850	\$ 13,426	\$ 1,343	\$ 14,769	
2.5 COST MODEL, COST ESTIMATES, AND SCHEDULE OIF VALUES																			
2.5.1	Develop Schematic Design Cost Estimate	2	50	0	0	0	0	50	0	0	0	0	0	102	\$ 5,630	\$ 11,035	\$ 1,103	\$ 12,138	
2.5.2	Cost Estimate Development Log	2	4	0	0	0	0	2	0	0	0	0	0	8	\$ 460	\$ 902	\$ 90	\$ 992	
2.5.3	Provide Cost Estimates Reduction	2	2	0	0	0	0	2	0	0	0	0	0	6	\$ 350	\$ 686	\$ 69	\$ 755	
2.5.4	Prepare Application for Payment	8	2	0	0	0	0	2	0	0	0	0	0	12	\$ 740	\$ 1,450	\$ 145	\$ 1,595	
2.5.5	Cash Flow Forecasts/Cost Loaded Schedule Development	2	2	0	8	0	0	2	0	0	0	0	0	14	\$ 830	\$ 1,627	\$ 163	\$ 1,789	
SUBTOTAL HOURS & COSTS		16	60	0	8	0	0	58	0	0	0	0	0	142	\$ 8,010	\$ 15,700	\$ 1,570	\$ 17,270	
2.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS																			
2.6.1	GMP Proposal Final Documents	2	20					10						32	\$ 1,780	\$ 3,489	\$ 349	\$ 3,838	
SUBTOTAL HOURS & COSTS		2	20	0	0	0	0	10	0	0	0	0	0	32	\$ 1,780	\$ 3,489	\$ 349	\$ 3,838	
2.7 COMPETITIVE BIDDING AND SUB-BIDS																			
2.7.1	Subcontractor/Supplier Qualification/ Selection Plan and Bid Packages	0	10	0	2	0	0	0	0	0	0	0	0	12	\$ 670	\$ 1,313	\$ 131	\$ 1,445	
2.7.5	Bid Opening	0	2	0	2	0	0	0	0	0	0	0	0	4	\$ 230	\$ 451	\$ 45	\$ 496	
2.7.8	GMP Document Development	0	2	0	2	0	0	0	0	0	0	0	0	4	\$ 230	\$ 451	\$ 45	\$ 496	
SUBTOTAL HOURS & COSTS		0	14	0	6	0	0	0	0	0	0	0	0	20	\$ 1,130	\$ 2,215	\$ 221	\$ 2,436	
Basic Services Total - Not-To-Exceed Amount		116	146	32	68	18	0	120	0	24	18	0	0	542	\$ 31,750	\$ 62,230	\$ 6,223	\$ 68,453	
4.3 ADDITIONAL PROJECT RELATED EXPENSES & ALLOWANCES																			
																	Potholing / Equipment Rent / Felix Labor (Allowance Item)		\$ 20,000
																	Pump Cleaning, Testing & Evaluation (Allowance Item)		\$ -
																	Survey (Allowance Item)		\$ -
																	Concrete Analysis/Engineering (Allowance Item)		\$ -
																	3D Scanning (Allowance Item)		\$ -
																	Electrical Subcontractor Support (Allowance Item)		\$ -
																	Subcontractor Outreach Events (Allowance Item)		\$ -
																	Drawing Reprographics/Plotting (Allowance Item)		\$ -
																	Additional Services not-to exceed amount		\$ 20,000
																	TOTAL PRECONSTRUCTION SERVICES COSTS		\$ 88,453

hours to be billed on time and material basis with total being the not to exceed value

Town of Gilbert – Well 33
Town Project Number WA0800
Allowance Scope of Work

- **Potholing / Traffic Control / Equipment Rent / Felix Labor**

This allowance of \$20,000.00 will cover the costs of locating and potholing existing utilities beyond what Brown & Caldwell may need for design. This work may be self-performed but could include subcontractors. Since a significant portion of the work is in the Right of Way, traffic control for potholing efforts will be covered under this allowance.

EXHIBIT D PROJECT DESCRIPTION (CM@R)

In 2008, as part of the Bridges development along the west side of Recker Road, north of Ocotillo Road and south of Queen Creek Road, the Town acquired a parcel of land to install a new potable water well. The new well (55-217007) was a replacement of an existing well (55-612774) that was within the Bridges development. The new well was completed in 2008, and is the extents of progress that have occurred on that site.

This project will complete investigation, rehabilitation and equipping of Well 33 (55-217007) and all site improvements and connection to the existing 12" discharge pipeline within Recker Road. Construction must be complete by Fall 2025.

The project information and overall objectives/scope are the following:

- The well will require Maricopa County Environmental Services New Source Approval and Approval to Construct;
- Project to be coordinated with Blending Control for Wells 20 and 22 (WA1370);
- Acoustical sound enclosure is required;
- Project is anticipated based on growth in the area and is therefore eligible for System Development Fee funding;
- Complete an investigation of the existing well to determine if any necessary rehabilitation is necessary as part of the project;
- Complete water quality testing prior to design effort to ensure current water quality is considered and discussed with Town staff;
- Complete update of a blending plan with Well 22 and the blending vault completed within WA1370; and
- Equipping of the existing well, to include all piping, valves, electrical, disinfection, site improvements, and frontage improvements.

EXHIBIT D-1

Gilbert Well 33



ID	Task Name	Duration	Start	Finish	Total Slack	22	Qtr 4, 2022	Qtr 1, 2023	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025	Qtr 3, 2025						
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	Pre-Construction Activities	315 days	Tue 11/15/22	Mon 1/29/24	0 days		Pre-Construction Activities																	
2	Well Cleaning, Testing and Rehabilitation	40 days	Tue 11/15/22	Mon 1/9/23	0 days		11/15 Well Cleaning, Testing and Rehabilitation																	
3	Well Site Design Development	260 days	Tue 11/15/22	Mon 11/13/23	61 days		11/15 Well Site Design Development																	
4	Long Lead Spec Development	46 days	Tue 1/10/23	Tue 3/14/23	0 days		1/10 Long Lead Spec Development																	
5	Long Lead Pricing	30 days	Wed 3/15/23	Tue 4/25/23	0 days		3/15 Long Lead Pricing																	
6	GMP #1 Long Lead - Submittal	5 days	Wed 4/26/23	Tue 5/2/23	0 days		4/26 GMP #1 Long Lead - Submittal																	
7	GMP #1 Long Lead - Approval	5 days	Wed 5/3/23	Tue 5/9/23	0 days		5/3 GMP #1 Long Lead - Approval																	
8	90% Cost Model / GMP Submit	10 days	Tue 11/14/23	Mon 11/27/23	61 days		11/14 90% Cost Model / GMP Submit																	
9	90% Cost Model / GMP Review	15 days	Tue 11/28/23	Mon 12/18/23	61 days		11/28 90% Cost Model / GMP Review																	
10	Contract for GMP	10 days	Tue 12/19/23	Mon 1/1/24	61 days		12/19 Contract for GMP																	
11	100% Plans Develop	20 days	Tue 1/2/24	Mon 1/29/24	61 days		1/2 100% Plans Develop																	
12	Notice to Proceed	0 days	Mon 1/29/24	Mon 1/29/24	61 days		1/29 Notice to Proceed																	
13	Issue PO's & Subcontracts - Long Lead Submittals	60 days	Tue 1/30/24	Mon 4/22/24	206 days		1/30 Issue PO's & Subcontracts - Long Lead Submittals																	
14	Permitting	60 days	Tue 1/30/24	Mon 4/22/24	206 days		1/30 Permitting																	
15	Final Plan Review and City Council Approval	20 days	Tue 1/30/24	Mon 2/26/24	206 days		1/30 Final Plan Review and City Council Approval																	
16	Engineering Department Permit Acquisition	40 days	Tue 2/27/24	Mon 4/22/24	206 days		2/27 Engineering Department Permit Acquisition																	
17	Well Site Building Permit	40 days	Tue 2/27/24	Mon 4/22/24	206 days		2/27 Well Site Building Permit																	
18	Submittals	410 days	Wed 5/10/23	Tue 12/3/24	0 days		5/10 Submittals																	
19	Division 1 - General Requirements	20 days	Tue 1/30/24	Mon 2/26/24	246 days		1/30 Division 1 - General Requirements																	
23	Division 2 - Site Work	40 days	Tue 1/30/24	Mon 3/25/24	226 days		1/30 Division 2 - Site Work																	
32	Division 3 - Concrete	55 days	Tue 1/30/24	Mon 4/15/24	211 days		1/30 Division 3 - Concrete																	
41	Division 4 - Masonry	205 days	Tue 1/30/24	Mon 11/11/24	61 days		1/30 Division 4 - Masonry																	
50	Division 5 - Metals	160 days	Tue 1/30/24	Mon 9/9/24	106 days		1/30 Division 5 - Metals																	
59	Division 6 - Wood and Plastics	155 days	Tue 1/30/24	Mon 9/2/24	111 days		1/30 Division 6 - Wood and Plastics																	
68	Division 7 - Thermal and Moisture Protection	145 days	Tue 1/30/24	Mon 8/19/24	121 days		1/30 Division 7 - Thermal and Moisture Protection																	
77	Division 9 - Finishes (Coatings)	75 days	Tue 1/30/24	Mon 5/13/24	191 days		1/30 Division 9 - Finishes (Coatings)																	
86	Division 10 - Specialties	190 days	Tue 1/30/24	Mon 10/21/24	76 days		1/30 Division 10 - Specialties																	
95	Division 11 - Equipment	210 days	Wed 5/10/23	Tue 2/27/24	5 days		5/10 Division 11 - Equipment																	
96	Well Pumps	210 days	Wed 5/10/23	Tue 2/27/24	5 days		5/10 Well Pumps																	
97	Issue PO to Vendor	5 days	Wed 5/10/23	Tue 5/16/23	5 days		5/10 Issue PO to Vendor																	
98	Vendor Submittal Prep Time	45 days	Wed 5/17/23	Tue 7/18/23	5 days		5/17 Vendor Submittal Prep Time																	
99	Felix In-House Review	5 days	Wed 7/19/23	Tue 7/25/23	5 days		7/19 Felix In-House Review																	
100	City / Engineer Review	10 days	Wed 7/26/23	Tue 8/8/23	5 days		7/26 City / Engineer Review																	
101	Resubmittal Time (If Required)	25 days	Wed 8/9/23	Tue 9/12/23	5 days		8/9 Resubmittal Time (If Required)																	
102	Release for Fabrication	0 days	Tue 9/12/23	Tue 9/12/23	5 days		9/12 Release for Fabrication																	

Date: Thu 4/6/23

Gilbert Well 33



ID	Task Name	Duration	Start	Finish	Total Slack	2022			2023			2024			2025					
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
103	Manufacture & Deliver	120 days	Wed 9/13/23	Tue 2/27/24	5 days															
104	Material Available for Installation	0 days	Tue 2/27/24	Tue 2/27/24	5 days															
105	Vendor O&M Prep Time	60 days	Wed 9/13/23	Tue 12/5/23	270 days															
106	Felix In-House O&M Review	5 days	Wed 12/6/23	Tue 12/12/23	270 days															
107	City/Engineer O&M Review	10 days	Wed 12/13/23	Tue 12/26/23	270 days															
108	Address O&M Review Comments	20 days	Wed 12/27/23	Tue 1/23/24	270 days															
109	Submit Final O&M	0 days	Tue 1/23/24	Tue 1/23/24	270 days															
110	Division 13 - Equipment	190 days	Tue 1/30/24	Mon 10/21/24	76 days															
111	Primary Sensors & Instruments	140 days	Tue 1/30/24	Mon 8/12/24	126 days															
125	Programmable Controllers	190 days	Tue 1/30/24	Mon 10/21/24	76 days															
139	Division 15 - Mechanical	142 days	Tue 1/30/24	Wed 8/14/24	124 days															
140	Pipe & Fittings	142 days	Tue 1/30/24	Wed 8/14/24	124 days															
151	Valves	136 days	Tue 1/30/24	Tue 8/6/24	130 days															
165	Division 16 - Electrical	410 days	Wed 5/10/23	Tue 12/3/24	0 days															
166	General Electrical Materials	80 days	Tue 1/30/24	Mon 5/20/24	141 days															
175	MCCs	405 days	Wed 5/10/23	Tue 11/26/24	5 days															
176	Issue PO to Vendor	5 days	Wed 5/10/23	Tue 5/16/23	5 days															
177	Vendor Submittal Prep Time	45 days	Wed 5/17/23	Tue 7/18/23	5 days															
178	Felix In-House Review	5 days	Wed 7/19/23	Tue 7/25/23	5 days															
179	City / Engineer Review	10 days	Wed 7/26/23	Tue 8/8/23	5 days															
180	Resubmittal Time (If Required)	40 days	Wed 8/9/23	Tue 10/3/23	5 days															
181	Release for Fabrication	0 days	Tue 10/3/23	Tue 10/3/23	5 days															
182	Manufacture & Deliver	300 days	Wed 10/4/23	Tue 11/26/24	5 days															
183	Material Available for Installation	0 days	Tue 11/26/24	Tue 11/26/24	5 days															
184	Vendor O&M Prep Time	20 days	Wed 10/4/23	Tue 10/31/23	290 days															
185	Felix In-House O&M Review	5 days	Wed 11/1/23	Tue 11/7/23	290 days															
186	City/Engineer O&M Review	15 days	Wed 11/8/23	Tue 11/28/23	290 days															
187	Address O&M Review Comments	20 days	Wed 11/29/23	Tue 12/26/23	290 days															
188	Submit Final O&M	0 days	Tue 12/26/23	Tue 12/26/23	290 days															
189	Electrical SES	410 days	Wed 5/10/23	Tue 12/3/24	0 days															
190	Issue PO to Vendor	5 days	Wed 5/10/23	Tue 5/16/23	0 days															
191	Vendor (Eaton) Submittal Prep Time	45 days	Wed 5/17/23	Tue 7/18/23	0 days															
192	APS Review	20 days	Wed 7/19/23	Tue 8/15/23	0 days															
193	Felix In-House Review	5 days	Wed 7/19/23	Tue 7/25/23	5 days															
194	City / Engineer Review	10 days	Wed 8/2/23	Tue 8/15/23	0 days															

Date: Thu 4/6/23

EXHIBIT E

COST ESTIMATE DEVELOPMENT LOG

See attachment Exhibit E-1.

JOB ORDER

Date: April 6, 2023
 Project Number: WA0800
 Contractor's Name: Felix Construction Company
 Project Name: Site 33 Well Development
 Contract No: 320000098
 Job Order No.: 24
 Scope of Work/Technical Specifications/Drawings: See Attachment 1
 Location of Work: Site 33
 Total Cost for Job Order: April 6, 2023
 Completion Date/Schedule: \$551,866.08
 Submittal Requirements: See Attachment 2
 Other: _____

Payment Submittal Requirements: The Payment submittal will be monthly and will be on the Town of Gilbert form attached to this Job Order. It shall identify the percent of work complete and the percent of payment requested.

Approved By:  _____
 CONTRACTOR

Approved By: NOT APPLICABLE (Requires Council Approval)
 Authorized Town Representative

Approved By: _____
 Town of Gilbert



Job Order Cost Proposal



CONTRACTOR NAME: **FELIX CONSTRUCTION COMPANY**

Contract Type:	WAWW Treatment & Remote Facility Projects JOC	Town Project No.:	320000098
Job Order No.:	24	Contractors Job No.:	1944.24
Town Project Mgr.:	Jason Montgomery	Prepared By:	Jason Robinson
Fee Type:	GMP	Date:	4/6/2023
Location:	Well 33	Revision:	Rev 0
Town Project Title:	Well 33 - Cleaning, Testing & Evaluation		

Description of Work to be Performed (supporting information attached): Clean, test and evaluate the condition of existing Well 33.

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity	Labor Cost	
			Unit Price	Total
Estimator	Hours	-	\$ 80.00	\$ -
Project Manager	Hours	20.00	\$ 90.00	\$ 1,800.00
Project Engineer (2 hrs/dy x 20 days)	Hours	40.00	\$ 65.00	\$ 2,600.00
Admin	Hours	-	\$ 40.00	\$ -
Project Superintendent	Hours	-	\$ 80.00	\$ -
Foreman	Hours	8.00	\$ 60.00	\$ 480.00
Craftsman	Hours	16.00	\$ 50.00	\$ 800.00
Journeyman	Hours	8.00	\$ 40.00	\$ 320.00
Pump Watch	Hours	720.00	\$ 45.00	\$ 32,400.00
Elect Project Manager	Hours	-	\$ 90.00	\$ -
Elect Superintendent	Hours	-	\$ 80.00	\$ -
Elect Technician - Foreman	Hours	-	\$ 60.00	\$ -
Elect Technician - Journeyman	Hours	-	\$ 50.00	\$ -
Elect Technician - Apprentice	Hours	-	\$ 40.00	\$ -
Elect Admin	Hours	-	\$ 45.00	\$ -
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>				\$ 38,400.00

SECTION B: EQUIPMENT

Item	Unit	Quantity	Equipment Cost	
			Unit Price	Total
Backhoe	Hours	8.00	\$ 51.36	\$ 410.88
Excavator	Hours	-	\$ 145.00	\$ -
Loader	Hours	-	\$ 65.60	\$ -
Boom Truck	Hours	-	\$ 60.00	\$ -
Water Truck	Hours	-	\$ 61.93	\$ -
Water Wagon	Hours	8.00	\$ 15.00	\$ 120.00
Air Compressor	Hours	8.00	\$ 17.00	\$ 136.00
Compactor - Hand	Hours	8.00	\$ 9.00	\$ 72.00
Dump Truck	Hours	4.00	\$ 65.00	\$ 260.00
Roller	Hours	-	\$ 45.00	\$ -
ext. Reach Forklift	Hours	-	\$ 55.00	\$ -
Crane	Hours	-	\$ 129.94	\$ -
Pickup Truck - Light Duty	Hours	60.00	\$ 19.00	\$ 1,140.00
Pickup Truck - 1 Ton	Hours	8.00	\$ 25.43	\$ 203.44
Small Tools & Supplies (Consumables)	Hours	32.00	\$ 7.00	\$ 224.00
Manlift	Hours	-	\$ 40.00	\$ -
Portable Welder	Hours	-	\$ 15.00	\$ -
Other Equipment	Hours	-	\$ 1.00	\$ -
Subtotal Equipment Cost (B)				\$ 2,566.32

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Cold Mix for Temp Sidewalk Repair	CY	1.00	\$ 500.00	\$ 500.00
	CY	-	\$ -	\$ -
	LS	-	\$ -	\$ -
	LS	-	\$ -	\$ -
	LS	-	\$ -	\$ -
	LS	-	\$ -	\$ -
Subtotal Material Cost (C)			\$	500.00

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
PumpMan Waterworks	Clean Well & Perform Test Pump With Spinner Logging	\$ 139,448.00
PumpMan Waterworks	30 Day Aquifer Testing	\$ 136,292.00
PumpMan Waterworks	Subcontractor Contingency	\$ 147,875.00
PumpMan Waterworks	Adjacent Well Monitoring Allowance	\$ 3,810.00
PumpMan Waterworks	Initial Deep Pump Install Allowance	\$ 9,500.00
PumpMan Waterworks	Casing Thickness Testing Allowance	\$ 5,106.00
		\$ -
Subtotal Subcontractors & Consultants (D)		\$ 442,031.00

SECTION E: RENTAL EQUIPMENT

Company	Description of Rental Equipment (Supporting quote & information attached)	Total Cost
TBD		\$ -
TBD		\$ -
TBD		\$ -
Subtotal Rental Equipment (E)		\$ -

SECTION F: GENERAL CONDITIONS OF THE WORK

Item	Unit	Quantity	General Conditions Cost	
			Unit Price	Total
Mobilization / Demobilization	LS	1.00	\$ 750.00	\$ 750.00
Permits & Environmental Controls		-	\$ -	\$ -
Temporary Facilities & Controls	LS	1.00	\$ 1,600.00	\$ 1,600.00
Engineering / Testing		-	\$ -	\$ -
Site Support		-	\$ -	\$ -
Miscellaneous / Other		-	\$ -	\$ -
Subtotal General Conditions (F)			\$	2,350.00

OVERHEAD: 5.75% (% to be taken from matrix)

PROFIT: 8.75% (% to be taken from matrix)

Subtotal General Contractor Costs (A+C+E+F): \$ 41,250.00
 O&P (14.5% of A+C+E+F): \$5,981.25
 Subtotal General Contractor Costs (B): \$ 2,566.32
 Total General Contractor Costs including O&P: \$ 49,797.57

Subtotal Subcontractor Costs (D) \$442,031.00
 Subcontractor Profit (5% of D) \$22,101.55
 Total Subcontractor Costs including O&P: \$464,132.55

TOTAL GC and Subcontractor Costs including O&P: \$513,930.12
 Insurance Costs @ 1.0% \$5,139.30
 Bond Costs @ 1.2% \$6,167.16
 Sales Tax (65% of 7.8%) \$26,629.49

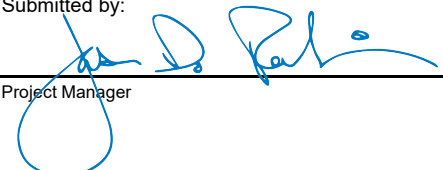
Subtotal Job Cost: \$551,866.08

Project Contingencies \$0.00
 Project Allowances \$0.00

Owner must provide prior approval (in writing) before the use of any Allowance or Contingency Funds

TOTAL JOB COST: \$551,866.08

Submitted by:



 Project Manager

Thursday, April 6, 2023

 Date

Job Order Cost Proposal Clarifications

Project: Well 33 - Cleaning, Testing & Evaluation

Date: 4/6/2023

Revision: Rev 0

Includes:

- 1 Well Testing, Cleaning & Evaluation
- 2 Felix Supervision & Project Management
- 3 24/7 Pump Watch for one Mnth of Well Pump Testing

Excludes:

- 1 Any additional work not detailed in tehi proposal
- 2
- 3
- 4

Clarifications:

- 1 Allwances and Contingencies are included in PumpMan's Scope
- 2
- 3
- 4

Price Assumes:

- 1 Proposal is good for 30 calendar days from the date on this proposal

Assumes Owner to Provide:

Potential Contingency Usage:

- 1 Material escalation
- 2 Additional Testing or Evaluation

Project Allowance Details:

- 1 Allowances are detailed in PumMan's Proposal

Town of Gilbert
JOC Pricing Matrix



JOC for W/WW Treatment & Remote Facilities Projects

Contractor: Felix Construction Company

	\$1.00 to \$100,000	\$100,001 to \$250,000	\$250,001 to \$500,000	\$500,001 to \$1,000,000	\$1,000,001 to \$2,000,000	Over \$2,000,001
Indirect Cost of the Work						
Overhead	6.00%	6.00%	5.75%	5.75%	5.75%	5.50%
Profit	10.00%	9.50%	9.00%	8.75%	8.50%	8.00%
Subcontractor Profit	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Payment & Performance Bonds	1.20%	1.20%	1.20%	1.20%	1.20%	1.20%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Tax (65% of .078)	5.070%	5.070%	5.070%	5.070%	5.070%	5.070%
Total Indirect Cost %	28.27000%	27.77000%	27.02000%	26.77000%	26.52000%	25.77000%



Estimate

2205 West Grant Street, Phoenix, AZ 85009
 P.O. Box 6339 Phoenix, AZ 85005
 Phone: 602-442-1110
 Cell 480-369-0456

DATE 11/10/2022
 EXPIRATION DATE 30 days

TO Town of Gilbert

WELL	JOB	SALESPERSON
33	Gilbert Well 33 Testing	Gabe Tregaskes

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
Clean Well and Perform Test Pump with Spinner Logging				
1.00	ls	Remove well cover and install removable lockable cover, video well.	\$ 1,650.00	\$ 1,650.00
85.00	hr	Mobilize Rig, Brush and bail well casing as needed.	\$ 250.00	\$ 25,500.00
85.00	hr	Service truck, assist with rig work, tooling, hauling.	\$ 95.00	\$ 8,075.00
1.00	each	Video after brushing	\$ 950.00	\$ 950.00
1.00	ls	Load and haul test pump equipment, install and start up. Includes, mag meter, Rossum sand tester, pressure gauge, gate valve, water level sounder.	\$ 31,450.00	\$ 31,450.00
60.00	hr	Perform Test pumping with Pump and VFD trailer, development, step, const.	\$ 295.00	\$ 17,700.00
20.00	hr	Superintendent- connect vfd, generator, motor, disconnect after testing.	125.00	2,500.00
1.00	ls	Labor -prepare bowl assembly for testing.	1,900.00	1,900.00
1.00	ls	Parts and materials for test pump build	2,320.00	2,320.00
1.00	ls	2 1/2" PVC Spinner tube, Sounding tubes, stainless steel banding and buckles	3,528.00	3,528.00
1.00	ls	Generator Rental for test pumping. Includes delivery and pickup.	7,120.00	7,120.00
30.00	hr	Project manager, coordination and design, site visits.	125.00	3,750.00
1.00	month	1,000' of Discharge pipe and fittings.	13,105.00	13,105.00
1.00	month	Pump sound enclosure rental set up and removal	5,500.00	5,500.00
1.00	ls	Spinner logging, static run up and down run, 3 down and 3 up dynamic runs, 6 stop counts, 6 depth specific samples, and data processing. Sample depths to be determined after spinner logging. Excludes lab fees	7,750.00	7,750.00
1.00	ls	Porta-John rental and service 2 months	450.00	900.00
1.00	ls	Temporary chain link fence installation, 2 month rental and removal.	3,750.00	3,750.00
Total for Cleaning and Test Pumping				137,448.00

\$15,105.00

\$139,448.00

Estimated costs for 30 Day Testing to purge Nitrates				
4.00	week	Generator cost per week running 24 hours per day.	6,644.00	26,576.00
4.00	week	Estimated fuel cost per week	16,770.00	67,080.00
1.00	each	Generator service every 500 hours of service	1,466.00	1,466.00
1.00	month	Extended testing, vfd, pump, pipe, and sound enclosure rental.	26,770.00	26,770.00
30.00	day	Technician - Daily site visits, check fuel, equip. and readings, order fuel	480.00	14,400.00
Total For 30 Day Aquifer Testing				136,292.00

Contingency				
1.00	ls	Estimated Well Rehabilitation chemicals, air lifting, equipment and tanks.	125,000.00	125,000.00
1.00	month	Estimated Sound Panel installation and rental based on 150'	22,875.00	22,875.00
Total Contingency				147,875.00

SUBTOTAL \$ ~~421,615.00~~ \$423,615.00

Sales Tax TBD

TOTAL \$ ~~421,615.00~~

Additional Allowance Items

- 1. Adjacent Well Monitoring \$3,810.00
- 2. Initial Deep Pump Install \$9,500.00
- 3. Casing Thickness Testing \$5,106.00
- \$18,416.00**

Allowances \$18,416.00
Total \$442,031.00

Jason Robinson

From: Gabe Tregaskes <gabet@pumpmanwaterworks.com>
Sent: Wednesday, March 29, 2023 2:46 PM
To: Jason Robinson
Cc: Ace Anderson; David Giannetto; Kory Burden
Subject: RE: Gilbert Well 33 - Proposal Adjustment

[EXTERNAL]

Hi Jason,

1. Adjacent Well monitoring additional \$3,810 per well for installation, removal, and logging with rental down hole transducers. I am not sure on what wells we will be allowed to monitor and if they have good sounding tubes currently installed. We could be taking additional risk by installing these into unknown sounding tubes. We would not be responsible for the transducer getting hung up or stuck in a well.
2. Initially install the pump deeper to allow maximum water production to purge poor water quality then move the pump above the perforations for spinner testing and depth specific sampling. \$9,500.00
3. Casing thickness using Accoustics Televiewer and Gamma Logging by Geolog, LLC. \$5,106.00
4. Discharge piping, additional cost the original was roughly estimated for \$10,000. We now have a confirmed price for \$12,000. For 1 month. So, the additional costs is \$2,000.00 Felix to remove section of sidewalk and prepare the ground for the piping and cover once installed.

Please let me know if you need anything else.

Thanks,

Gabe Tregaskes

HELP PREVENT FRAUD NOTE: PumpMan Waterworks will never request a wire transfer via email or a change in payment instructions without confirmation by our finance department. Please contact our billing department if you have any questions on a payment. If any emails are suspicious, look carefully at the email address which may be similar to a known address but in fact not a match.



Gabe Tregaskes
Business Development
PumpMan Waterworks | ROC# 322870
Mail | P.O Box 6339 Phoenix, AZ 85005
Physical | 2205 W. Grant St. Phoenix, AZ 85009
O: [602-442-1110](tel:602-442-1110) ext: 5 | M: [480-369-0456](tel:480-369-0456) | F: 602-442-1155
gabet@pumpmanwaterworks.com |
<https://southwestwaterworkscontractors.com>

From: Jason Robinson <jason.robinson@felixconstruction.com>
Sent: Friday, March 24, 2023 8:41 AM
To: Gabe Tregaskes <gabet@pumpmanwaterworks.com>
Cc: Ace Anderson <aaron.anderson@felixconstruction.com>; David Giannetto <davidg@felixconstruction.com>; Kory Burden <koryb@felixconstruction.com>
Subject: Gilbert Well 33 - Proposal Adjustment

Gabe,

Following up on the meeting Wednesday regarding the assessment at Well 33.

Can you send us an updated proposal that includes the allowances for the additional items discussed?

I wrote down these items for allowances:

1. Adjacent Well Monitoring
2. Sample Testing- move pump higher up.
3. Casing Thickness Test

I also wrote down that you were going to revisit the pricing for the discharge pipe to Sonoqui Wash.

Let me know if there is anything you need from us to finalize things.

Thanks!

Jason Robinson PMP, ENV SP, VMA | Preconstruction Services Manager
Felix Construction Company

M: 602.359.4081

E: jason.robinson@felixconstruction.com

2530 S. 52nd Ave, Phoenix, AZ 85043 (corporate)

www.felixconstruction.com



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Jason Montgomery, Senior Project Manager, (480) 266-8153

MEETING DATE: 5/16/2023 6:30 PM - Regular Meeting

SUBJECT: WA1546 – Approve Construction Phase No. 4 (GMP 4) with Achen-Gardner Construction, LLC

STRATEGIC INITIATIVE: Exceptional Built Environment

This project supports Gilbert's strategic initiative for Exceptional Built Environment as it provides services for a critical Town infrastructure project.

RECOMMENDED MOTION

A motion to approve Construction Phase No. 4 (GMP 4) for CIP Project WA1546 – Zone 1 Transmission Main Assessment with Achen-Gardner Construction, LLC in an amount not to exceed \$166,023.41, and authorize the Mayor to execute required documents.

BACKGROUND/DISCUSSION

Project WA1546 – Zone 1 Transmission Main Assessment, as identified within the FY2023-2032 Capital Improvement Plan (CIP), was developed to address immediate concerns, while simultaneously completing an assessment of the Zone 1 water transmission main from the North Water Treatment Plant to Cooper Road along the Western Powerline Trail.

Construction Phase No. 1 (GMP 1), approved in April 2021 and completed in September 2021, consisted of a leak detection inspection along the entire alignment and procurement of large diameter valves due to long lead times.

Construction Phase No. 2 (GMP 2), approved in September 2021 and completed in June 2022, consisted of replacement of isolation valves, air release valves, drain valves, and installed access points along the alignment to allow for condition assessments in the current project and future. During the pipeline

shutdown, a robotic instrument was deployed by Pure Technologies to complete a condition assessment by visual and electromagnetic inspection, detecting corrosion or damage to the steel cylinder and bars that comprise the pipe metallic components. The condition assessment was completed in two phases, with the 2 miles of 24” pipeline from Cooper Road to Lindsay Road completed within GMP 2. Three locations of significant corrosion and imminent failure were identified during the assessment. Achen Gardner Construction was able to repair the three locations during the pipeline shutdown, preventing an emergency repair and significant damage to Town and private utilities, as well as adjacent property.

Construction Phase No. 3 (GMP 3), approved in October 2022 and completed in November 2022, completed the second phase of condition assessment, consisting of 2.5 miles of 36” pipe and 0.5 miles of 48” pipe from Lindsay Road to the North Water Treatment Plant. Following field collection of pipe data, it takes approximately 12-14 weeks for Pure Technologies to analyze the data and identify defect areas. In February 2023, the results of the GMP 3 assessment were reported to the Town and identified three additional areas of significant corrosion along the Western Powerline Trail from Lindsay Road to Greenfield Road. Based on previous experience, the project team requested and received approval to proceed with emergency purchase procedures to complete immediate repairs on February 9, 2023.

Construction Phase No. 4 (GMP 4), completed repair of these three locations on the 36” pipeline, two within Freestone Park along the Western Powerline Trail and one just west of Greenfield Road. The pipeline was shutdown, materials procured, and repairs completed over a three-week period by Achen Gardner Construction. The detection of these defects and a prompt repair effort, likely prevented a catastrophic failure of this critical pipeline, adversely impacting the ability to deliver water to the northwest portion of Town.

GMP 4 includes the costs associated with the three repairs. Design recommendations and construction observation was performed by Black & Veatch within their existing contract and included adequate allowance to accommodate this additional effort.

The contract was reviewed as to form by Deputy Town Attorney John Baird.

The emergency purchase form was reviewed by Purchasing Manager, Jim Campion.

FINANCIAL IMPACT

WA1546 is included in the FY 2023-2032 Capital Improvement Plan and includes sufficient budget for proposed contract.

Contract 321000312 Summary

Construction Phase No. 1 (GMP 1)	\$782,613.84	Approved 4/6/21
Construction Phase No. 2 (GMP 2)	\$4,044,236.92	Approved 9/7/21
Change Order #1 (GMP 2 Additional)	\$76,675.21	Approved 6/7/22
Change Order #2 (GMP 2 Closeout)	(\$109,729.42)	Approved 9/27/22
Construction Phase No. 3 (GMP 3)	\$ 90,000.00	Approved 10/18/22
Change Order #3 (GMP 3 Closeout)	(\$37,274.99)	Approved 3/29/23
Construction Phase No. 4 (GMP 4)	\$166,023.41	Pending

Proposed Contract Total

\$5,012,544.97

The financial impact was reviewed by Laura Lorenzen, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends approval of the construction phase as described herein.

Respectfully submitted,

Jason Montgomery
Senior Project Manager

Approved By

Approval Date

Susanna Struble
Susanna Struble
Jessica Marlow
John Baird
Laura Lorenzen

4/7/2023 3:11:55 PM
4/7/2023 3:11:59 PM
4/10/2023 9:13:03 AM
4/19/2023 9:43:57 AM
4/18/2023 6:42:36 PM

**CONSTRUCTION PHASE NO. 4 (GMP 4) FOR CIP PROJECT WA1546
(Construction Manager at Risk)**

DATE: April 5, 2023
 OWNER: Town of Gilbert
 PROJECT NO: WA1546
 CONTRACT NO: 321000312
 CM@R: Achen-Gardner Construction, LLC
 CONTRACT DATED: April 6, 2021
 PM/CM: Black & Veatch


CONSTRUCTION PHASE GMP: See Exhibit B
 CONSTRUCTION PHASE SCOPE: Emergency repairs along Western Powerline Trail
 CONSTRUCTION PHASE SCHEDULE OF WORK: 2/15/23 – 3/7/23

TOTAL CONTRACT SUM FOR CONSTRUCTION

PHASE 1 (GMP 1) – Approved April 6, 2021	=	\$782,613.84
PHASE 2 (GMP 2) – Approved September 7, 2021	=	\$4,044,236.92
CHANGE ORDER 1 – Approved June 7, 2022	=	\$76,675.21
CHANGE ORDER 2 – Approved August 31, 2022	=	(\$109,729.42)
PHASE 3 (GMP 3) – Approved October 18, 2022	=	\$90,000.00
CHANGE ORDER 3 – Approved March 29, 2023	=	(\$37,274.99)
<u>TOTAL SUM PREVIOUSLY AUTHORIZED</u>	=	<u>\$4,846,521.56</u>
PHASE 4 (GMP 4) – Pending Approval	=	\$166,023.41
TOTAL CONTRACT SUM INCL. THIS PHASE:	=	\$5,012,544.97

Approved/Accepted by:

PM/CM:  6 April 2023
 Black & Veatch (Date)

CM@R:  4/6/2023
 Achen-Gardner Construction (Date)

GILBERT: _____
 Brigette Peterson, Mayor (Date)

Not valid until signed by both GILBERT and PM/CM and approved by the Town Council.

CM@R agrees that the GMP and Contract Time reflected in this Construction Phase authorization represents the entire and complete GMP and Contract Time for this Construction Phase, including all direct costs of labor materials, services and equipment to complete the Work for this Construction Phases as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the Construction Phase Work. The Contract Time includes all time necessary to perform, provide and complete the Construction Phase Work set forth in this authorization and any and all impacts, delays, interference or hindrances in performing, providing and completing the Construction Phase Work.

EXHIBIT A. HOURLY LABOR RATE SCHEDULE.

**TOG Zone 1-Transmission Main Assessment and Rehabilitation
Jason Montgomery- Project Manager Town of Gilbert
Achen-Gardner Construction, LLC –CMAR
Date Submitted 8/18/2021**

The below unit costs will be used for T&M based work outside of the SOV and do not include markups. For the markups see EXHIBIT B, Items B, C, D1, D2, E1 and E2.

Hourly labor rates:

Labor	Description	Base Rate (\$/MH)	Unit	Total Burdened Rate (\$/MH)
LL1	GENERAL LABOR/CLEANUP/FLAGMN	20.00	MH	34.73
LL2	BACKUP PIPE LAYER	25.45	MH	43.46
LL3	SKILLED LABOR	23.40	MH	40.18
LL5	LEAD PIPE LAYER	29.95	MH	49.95
LLCDL	CDL OPERATOR	26.75	MH	45.35
LO1	GENERAL OPERATOR	26.75	MH	45.35
LO2	LOADER/SCRAPER/CURBMACH/LUBE	26.75	MH	45.04
LO3	BACKHOE/GRD CHECKER	26.75	MH	45.23
LO4	EXCAVATOR OPERATOR	32.10	MH	53.51
LO6	FOREMAN GRD/AC/UND/CONC/CARP	40.25	MH	65.79
PS	PROJECT SUPERINTENDENT	\$67.80	MH	140.86
PM	PROJECT MANAGER	\$67.80	MH	138.60

Note- Overtime rate will be billed at 1.5x burdened rate for the classification as approved by owner.

Management and Supervision labor rates:

Labor	Description	Base rate (\$/MH)	Unit	Total Burdened Rate (\$/MH)
PS	PROJECT SUPERINTENDENT	\$67.80	MH	\$140.86
PM	PROJECT MANAGER	\$67.80	MH	\$138.60
PE	PROJECT ENGINEER	\$45.40	MH	\$103.69

Note-PM, PS & PE Includes equipment (see Pre-Construction Agreement for supporting Info.)

EXHIBIT B - CM@R GMP COST MODEL

Project Name: Zone 1 Transmission Main Assmt. & Rehab.

Date: 4/5/23

Project Location: Western Powerline Trail

CIP Project No: WA1546

Contract No: 321000312

A. Direct Costs:	Amount
A. - Total of Direct Costs:	\$ 136,975.20
B. General Conditions:	7.50% \$ 10,273.14
Subtotal 1 (Cost Of The Work)	\$ 147,248.34
C. Contractor's Fee:	5.00% \$ 7,362.42
Subtotal 2	\$ 154,610.76
D. Bonds and Insurance Allowances:	
D1 Bonds	0.70% \$ 1,082.28
D2 Insurance	1.50% \$ 2,319.16
D. - Bonds & Insurance Allowance Total:	\$ 3,401.44
Subtotal 3	14.70% \$ 158,012.19
E. Sales Tax	
E1 Sales Tax	5.07% \$ 8,011.22
E2 Tax Credits	\$ -
E. - Sales Tax Total:	\$ 8,011.22
F. GMP Proposal:	\$ 166,023.41
G. Preconstruction Services:	\$ 146,058.00
H. Previous GMP's:	\$ 4,846,521.56
I. Total Project Cost	\$ 5,158,602.97

NOTES:

1. **Contractor to fill in highlighted areas only:**
 - a. Direct Costs (A) to be completed as the cost estimate is developed.
 - b. Indirect Cost (B, C and D) percentages to be established during preconstruction phase negotiations.
2. **Formulas Used in Calculations:**
 - Subtotal 1 = A + B
 - Contractor's Fee (C) = C Percentage x Subtotal 1
 - Subtotal 2 = C + Subtotal 1
 - Bond & Insurance Allowances = D Percentages x Subtotal 2
 - Subtotal 3 = D + Subtotal 2
 - Sales Tax (E1) = Subtotal 3 x 5.07%
 - GMP Proposal (F) = Subtotal 3 + E
 - Preconstruction Services (G) is Contractor's costs associated with that phase.
 - Previous GMP's (H) includes total cost of previous approved GMP's
 - Total Project Cost (I) = F + G + H



**WA1546 CHANGE ORDER - FEB/MARCH 2023
INVESTIGATION & REPAIRS OF ZONE 1 TRANSMISSION MAIN
PER PURE TECHNOLOGIES RESULTS**

DATE: 3/27/2023

PAY ITEM NO:	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
1	2/14/2023 Daily Costs	1.00	DAY	\$1,764.48	\$1,764.48
2	2/15/2023 Daily Costs	1.00	DAY	\$10,530.51	\$10,530.51
3	2/16/2023 Daily Costs	1.00	DAY	\$10,103.72	\$10,103.72
4	2/17/2023 Daily Costs	1.00	DAY	\$7,608.24	\$7,608.24
5	2/20/2023 Daily Costs	1.00	DAY	\$12,188.34	\$12,188.34
6	2/21/2023 Daily Costs	1.00	DAY	\$7,615.61	\$7,615.61
7	2/22/2023 Daily Costs	1.00	DAY	\$7,537.46	\$7,537.46
8	2/23/2023 Daily Costs	1.00	DAY	\$4,880.08	\$4,880.08
9	2/24/2023 Daily Costs	1.00	DAY	\$4,404.32	\$4,404.32
10	2/27/2023 Daily Costs	1.00	DAY	\$15,444.32	\$15,444.32
11	2/28/2023 Daily Costs	1.00	DAY	\$29,791.43	\$29,791.43
12	3/1/2023 Daily Costs	1.00	DAY	\$11,809.11	\$11,809.11
13	3/2/2023 Daily Costs	1.00	DAY	\$5,851.66	\$5,851.66
14	3/6/2023 Daily Costs	1.00	DAY	\$3,401.52	\$3,401.52
15	3/13/2023 Daily Costs	1.00	DAY	\$4,044.40	\$4,044.40
	RUNNING TOTAL #1: DIRECT COST ITEMS				\$136,975.20
	GENERAL CONDITIONS 7.5%		7.5%		\$10,273.14
	RUNNING TOTAL #2 - RUNNING TOTAL #1 + GC's				\$147,248.34
	CONTRACTOR'S FEE (5%)		5.0%		\$7,362.42
	RUNNING TOTAL #3 - RUNNING TOTAL #2 + CONTRACTOR'S FEE				\$154,610.76
	BONDS		0.70%		\$1,082.28
	INSURANCE		1.50%		\$2,319.16
	RUNNING TOTAL #4 - RUNNING TOTAL #3 + BOND & INSURANCE				\$158,012.19
	SALES TAX (5.07%)		5.07%		\$8,011.22
	RUNNING TOTAL #5 - RUNNING TOTAL #4 + SALES TAX				\$166,023.41

NOTES:

Backup attached

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 2/14/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Mobilized and placed equipment, barricades, trench boxes and fencing at repair areas.

LOCATION OF WORK PERFORMED:

Multiple - Freestone Park & Greenfield

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/14/2023	F250 Pickup (2)	8	\$ 36.13	\$289.04
2/14/2023	CAT 420F Backhoe	4	\$ 92.71	\$370.84
2/14/2023	CAT 308 Excavator	4	\$ 103.34	\$413.36
				\$0.00
				\$0.00
				\$0.00
				\$0.00
EQUIPMENT SUBTOTAL				\$1,073.24
LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/14/2023	Foreman - Mike Chaudoin	4	\$ 65.79	\$263.16
2/14/2023	Operator - Terry Chaudoin	4	\$ 53.51	\$214.04
2/14/2023	Operator - Gary Cooper	4	\$ 53.51	\$214.04
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
LABOR & FRINGE TOTAL				\$691.24
MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
MATERIAL SUBTOTAL				\$0.00
SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBCONTRACTOR SUBTOTAL				\$0.00
SUMMARY				
TOTAL EQUIPMENT.....				\$1,073.24
TOTAL LABOR.....				\$691.24
TOTAL MATERIALS.....				\$0.00
TOTAL SUBCONTRACTOR.....				\$0.00
TOTAL COST.....				\$1,764.48

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 2/15/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Began potholing at the first two locations in Freestone Park to locate the pipe and excavation limits once the shutdown takes place. The Town began the shutdown at 9:15AM but couldn't completely turn the valves at the Lindsay bypass (short about 30 turns). The shutdown will need to be expanded and will try again tomorrow morning at 10:00 AM. The decision was made to isolate the second section with IV8 and IV9 so we can start excavation at 147+73 first thing tomorrow morning.

LOCATION OF WORK PERFORMED:

Freestone Park - approximately STA 133+90 & 147+73

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/15/2023	F250 Pickup (2)	16	\$ 36.13	\$578.08
2/15/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
2/15/2023	CAT 308 Excavator	8	\$ 103.34	\$826.72
2/15/2023	Peterbilt 357 4K Water Truck	8	\$ 80.00	\$640.00
2/15/2023	Peterbilt 378 Dump Truck	8	\$ 76.82	\$614.56
2/15/2023	Interstate 40DLA Trailer	8	\$ 39.02	\$312.16
2/15/2023	Vac Con Hydro Truck	8	\$ 135.00	\$1,080.00
				\$0.00

EQUIPMENT SUBTOTAL \$4,793.20

LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/15/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
2/15/2023	Operator - Terry Chaudoin	8	\$ 53.51	\$428.08
2/15/2023	Operator - Gary Cooper	8	\$ 53.51	\$428.08
2/15/2023	Lead Pipe Layer - Jerson Contreras	8	\$ 49.95	\$399.60
2/15/2023	Pipe Layer - Francisco Leyva	8	\$ 43.46	\$347.68
2/15/2023	Pipe Layer - Gustavo Sida	8	\$ 43.46	\$347.68
2/15/2023	Skilled Laborer - Agustin Montoya	8	\$ 40.18	\$321.44
2/15/2023	CDL Operator - Stacy McGeehon	8	\$ 45.35	\$362.80
2/15/2023	Operator - John Hunt	8	\$ 45.35	\$362.80
2/15/2023	CDL Operator - Tim Pfaff	8	\$ 45.35	\$362.80
2/15/2023	Operator - Wayne Pitts	8	\$ 45.35	\$362.80
2/15/2023	CDL Operator - Zach Ornelas	8	\$ 45.35	\$362.80
2/15/2023	CDL Operator - Patrick R Johnson	8	\$ 45.35	\$362.80
2/15/2023	Operator - Ernie Burreal	8	\$ 53.51	\$428.08
				\$0.00

LABOR & FRINGE TOTAL \$5,403.76

MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00

MATERIAL SUBTOTAL \$0.00

SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
2/15/2023	Trafficade Invoice 01594555	1	\$ 47.83	\$47.83
2/15/2023	Trafficade Invoice 01594556	1	\$ 285.72	\$285.72
				\$0.00
				\$0.00
				\$0.00

SUBCONTRACTOR SUBTOTAL \$333.55

SUMMARY

TOTAL EQUIPMENT.....	\$4,793.20
TOTAL LABOR.....	\$5,403.76
TOTAL MATERIALS.....	\$0.00
TOTAL SUBCONTRACTOR.....	\$333.55
TOTAL COST.....	\$10,530.51

104381



REMIT TO:
Trafficade Service LLC 2533 W. Holly St. Phoenix, AZ 85009 Phone: 602-431-0911 Fax: 602-272-2827

INVOICE

Invoice Date	Invoice No.
2/15/2023	01594555

Terms: Net 30 Days

ACHEN GARDNER CONSTRUCTION LLC
550 S. 79TH ST.
CHANDLER, AZ 85226

Job Information:
GREENFIELD R & VAUGHN AVE
GILBERT
MIKE CHAUDOIN 602-376-1281

Customer	Job No.	Customer Job No.	P.O. Number	Period Covered	Start Date				
ACHEN	870108		3877102	2/13/2023 - 2/15/2023	02/13/23				
Tran Date	Ticket#	Qty	Description	On Rent	Per Unit	Per Day	From - To	Days	Total
02/13/23	D1015944	1	Traffic Control Plan Sheet	1	\$45.00	\$45.00		1	\$45.00

Equipment	\$0.00
Labor	\$45.00
Tax	\$2.83
NonTaxable Subtotal	\$0.00
Invoice Total	<u>\$47.83</u>

JOB IS NOT COMPLETE

Error claims MUST be made within
30 days for credit to be given.

FEB 27 2023

THANK YOU!

Page 1

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REMIT TO:
 Trafficade Service LLC
 2533 W. Holly St.
 Phoenix, AZ 85009
 Phone: 602-431-0911
 Fax: 602-272-2827

INVOICE	
Invoice Date	Invoice No.
2/15/2023	01594556

Terms: Net 30 Days

ACHEN GARDNER CONSTRUCTION LLC
 550 S. 79TH ST.
 CHANDLER, AZ 85226

Job Information:
 1045 E JUNIPER RD
 PHOENIX
 KASEY COOK 602-818-1898

Customer	Job No.	Customer Job No.	P.O. Number	Period Covered				Start Date	
ACHEN	870111		3877102	2/13/2023 - 2/15/2023				02/13/23	
Tran Date	Ticket#	Qty	Description	On Rent	Per Unit	Per Day	From - To	Days	Total
02/13/23	D1015958	30	Vertical Panel Barr. w/Steady-Burn	30	\$0.40	\$12.00	02/13 02/15	3	\$36.00
02/13/23	D1015958	4	1 Man 1 Truck Labor/Hr.	4	\$58.00	\$232.00		1	\$232.00

Equipment \$36.00

Labor \$232.00

Tax \$17.72

NonTaxable Subtotal \$0.00

Invoice Total \$285.72

JOB IS NOT COMPLETE

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 2/16/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Excavated at STA 147+73, set boxes and prepared the area for Black & Veatch to inspect. It was determined that a buttstrap can be used in this location to make the repair, rather than a spool piece because the corroded area at the crown of pipe was small. Started chipping off concrete once we received the go-ahead from B&V, still concrete left to chip in this area.

Moved the 308 and began excavation at STA 133+90 and uncovered an electric duct bank. SRP came out to the site and determined that is was abandoned. SRP had a crew out to cut the cables out of our way so that we can continue with excavation tomorrow morning.

LOCATION OF WORK PERFORMED:

Freestone Park - approximately STA 133+90 & 147+73

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/16/2023	F250 Pickup (2)	16	\$ 36.13	\$578.08
2/16/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
2/16/2023	CAT 308 Excavator	8	\$ 103.34	\$826.72
2/16/2023	F450 Crew Truck	8	\$ 79.62	\$636.96
2/16/2023	Peterbilt 357 4K Water Truck	8	\$ 80.00	\$640.00
2/16/2023	Peterbilt 378 Dump Truck	8	\$ 76.82	\$614.56
2/16/2023	Interstate 40DLA Trailer	8	\$ 39.02	\$312.16
2/16/2023	Vac Con Hydro Truck	8.5	\$ 135.00	\$1,147.50
				\$0.00
EQUIPMENT SUBTOTAL				\$5,497.66
LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/16/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
2/16/2023	Operator - Terry Chaudoin	8.5	\$ 53.51	\$454.84
2/16/2023	Operator - Gary Cooper	8	\$ 53.51	\$428.08
2/16/2023	Lead Pipe Layer - Jerson Contreras	8.5	\$ 49.95	\$424.58
2/16/2023	Pipe Layer - Francisco Leyva	8.5	\$ 43.46	\$369.41
2/16/2023	Pipe Layer - Gustavo Sida	8.5	\$ 43.46	\$369.41
2/16/2023	Skilled Laborer - Agustin Montoya	8.5	\$ 40.18	\$341.53
2/16/2023	CDL Operator - Stacy McGeehon	8.5	\$ 45.35	\$385.48
2/16/2023	Operator - Wayne Pitts	8.5	\$ 45.35	\$385.48
2/16/2023	CDL Operator - Zach Ornelas	8.5	\$ 45.35	\$385.48
2/16/2023	CDL Operator - Patrick R Johnson	8.5	\$ 45.35	\$385.48
				\$0.00
LABOR & FRINGE TOTAL				\$4,456.06
MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
2/16/2023	Numark Invoice 120086	1	\$ 150.00	\$150.00
				\$0.00
MATERIAL SUBTOTAL				\$150.00
SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBCONTRACTOR SUBTOTAL				\$0.00
SUMMARY				
TOTAL EQUIPMENT.....				\$5,497.66
TOTAL LABOR.....				\$4,456.06
TOTAL MATERIALS.....				\$150.00
TOTAL SUBCONTRACTOR.....				\$0.00
TOTAL COST.....				\$10,103.72

104216



Contractors Landfill & Recycling
 480.892.8025 :Office
 480.892.8097 : Fax
 2425 N. Center St.

Invoice

RECEIVED

FEB 21 2023

Date	Invoice #
2/16/2023	120086

Bill To
ACHEN GARDNER CONSTRUCTION, LLC 550 S 79TH STREET CHANDLER, AZ 85226

Ship To
VAL VISTA & ELLIOTT

P.O. Number	Terms	Ship Date
3877102	Net 30	2/16/2023

Quantity	Code/Description	Ticket/Truck Number	U/M	Price U/M	Amount
1	75500- VACUUM TRUCK - LARGE	S-485305 TK:ACHGA70464 2/16/2023 Rel/PO:3734124 Mesa Non Taxable Sales Tax	EA	150.00	150.00
				0.00%	0.00

www.contractorslandfillandrecycling.com

All unpaid balances over 30 days are subject to a 1.5% per month (18% annually) service charge accruing back to the date of the invoice. Customer agrees to pay attorney fees and costs connected with collection of all unpaid balances.

Total	\$150.00
Payments/Credits	\$0.00
Balance Due	\$150.00

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 2/17/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Continued with excavation at STA 133+90, shored the area and had Black & Veatch inspect. It was determined that a buttstrap can be used to make the repair in this location as well. Began chipping the concrete at STA 133+90 and continued chipping concrete at STA 147+73.

LOCATION OF WORK PERFORMED:

Freestone Park - approximately STA 133+90 & 147+73

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/17/2023	F250 Pickup (2)	16	\$ 36.13	\$578.08
2/17/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
2/17/2023	CAT 308 Excavator	8	\$ 103.34	\$826.72
2/17/2023	F450 Crew Truck	8	\$ 79.62	\$636.96
2/17/2023	Peterbilt 357 4K Water Truck	8	\$ 80.00	\$640.00
				\$0.00
EQUIPMENT SUBTOTAL				\$3,423.44
LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/17/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
2/17/2023	Operator - Terry Chaudoin	8	\$ 53.51	\$428.08
2/17/2023	Lead Pipe Layer - Jerson Contreras	8	\$ 49.95	\$399.60
2/17/2023	Pipe Layer - Francisco Leyva	8	\$ 43.46	\$347.68
2/17/2023	Pipe Layer - Gustavo Sida	8	\$ 43.46	\$347.68
2/17/2023	Skilled Laborer - Agustin Montoya	8	\$ 40.18	\$321.44
2/17/2023	CDL Operator - Stacy McGeehon	8	\$ 45.35	\$362.80
2/17/2023	Operator - John Hunt	8	\$ 45.35	\$362.80
2/17/2023	Operator - Wayne Pitts	8	\$ 45.35	\$362.80
2/17/2023	CDL Operator - Zach Ornelas	8	\$ 45.35	\$362.80
2/17/2023	CDL Operator - Patrick R Johnson	8	\$ 45.35	\$362.80
				\$0.00
LABOR & FRINGE TOTAL				\$4,184.80
MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
MATERIAL SUBTOTAL				\$0.00
SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBCONTRACTOR SUBTOTAL				\$0.00
SUMMARY				
TOTAL EQUIPMENT.....				\$3,423.44
TOTAL LABOR.....				\$4,184.80
TOTAL MATERIALS.....				\$0.00
TOTAL SUBCONTRACTOR.....				\$0.00
TOTAL COST.....				\$7,608.24

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 2/20/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Completed prep for the two Freestone Park locations (133+90 & 147+73).

Had barricades set on Greenfield at 9:00 AM to begin investigation of the last location (STA 218+45). Began potholing and excavating at Greenfield with the 308. There was some soft material and the area caved in slightly, so there will be some additional shoring needed.

LOCATION OF WORK PERFORMED:

Freestone Park - approximately STA 133+90 and 147+73, Greenfield approximately STA 218+45

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/20/2023	F250 Pickup (2)	16	\$ 36.13	\$578.08
2/20/2023	CAT 420F Backhoe	8.5	\$ 92.71	\$788.04
2/20/2023	CAT 308 Excavator	8.5	\$ 103.34	\$878.39
2/20/2023	F450 Crew Truck	8.5	\$ 79.62	\$676.77
2/20/2023	Peterbilt 357 4K Water Truck	8.5	\$ 80.00	\$680.00
2/20/2023	Peterbilt 378 Dump Truck	8	\$ 76.82	\$614.56
2/20/2023	Interstate 40DLA Trailer	8	\$ 39.02	\$312.16
				\$0.00
EQUIPMENT SUBTOTAL				\$4,528.00

LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/20/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
2/20/2023	Operator - Terry Chaudoin	8.5	\$ 53.51	\$454.84
2/20/2023	Operator - Gary Cooper	8.5	\$ 53.51	\$454.84
2/20/2023	Lead Pipe Layer - Jerson Contreras	8.5	\$ 49.95	\$424.58
2/20/2023	Pipe Layer - Francisco Leyva	8.5	\$ 43.46	\$369.41
2/20/2023	Pipe Layer - Gustavo Sida	8.5	\$ 43.46	\$369.41
2/20/2023	Skilled Laborer - Agustin Montoya	8.5	\$ 40.18	\$341.53
2/20/2023	Skilled Laborer - David Westholm	8.5	\$ 40.18	\$341.53
2/20/2023	Skilled Laborer - Michael Brown	8.5	\$ 40.18	\$341.53
2/20/2023	CDL Operator - Stacy McGeehon	8.5	\$ 45.35	\$385.48
2/20/2023	Operator - John Hunt	8.5	\$ 45.35	\$385.48
2/20/2023	Operator - Wayne Pitts	8	\$ 45.35	\$362.80
2/20/2023	CDL Operator - Anthony Weaver	9.5	\$ 45.35	\$430.83
2/20/2023	Operator - Ernie Burreal	8	\$ 53.51	\$428.08
2/20/2023	Skilled Laborer - Mark Rice	9.5	\$ 40.18	\$381.71
2/20/2023	Pipe Layer - Francisco Soto-Vega	8	\$ 43.46	\$347.68
2/20/2023	Skilled Laborer - Omar Colmonero	8	\$ 40.18	\$321.44
2/20/2023	Skilled Laborer - Francisco Rios	8	\$ 40.18	\$321.44
2/20/2023	Skilled Laborer - Fernando Cardenas-Becerra	8	\$ 40.18	\$321.44
				\$0.00
LABOR & FRINGE TOTAL				\$7,310.34

MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
2/20/2023	Johnson Stewart Invoice 779623	1	\$ 200.00	\$200.00
2/20/2023	Numark Invoice 120167	1	\$ 150.00	\$150.00
				\$0.00
MATERIAL SUBTOTAL				\$350.00

SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBCONTRACTOR SUBTOTAL				\$0.00

SUMMARY	
TOTAL EQUIPMENT.....	\$4,528.00
TOTAL LABOR.....	\$7,310.34
TOTAL MATERIALS.....	\$350.00
TOTAL SUBCONTRACTOR.....	\$0.00
TOTAL COST.....	\$12,188.34

Johnson Stewart Materials L.L.C.

1564 N. Alma School Road
Mesa, Arizona 85201

Phone (480) 834-1042 • Fax (480) 964-3994

RECEIVED

MAR 06 2023

Achen
GARDNER

Customer

AV

Site Operator

2-20-23

Date

Check

Cash Charge CC

779623

Invoice #

71454

Trk # or Lic #

Time In	Material	Amount	Time In	Material	Amount
1. 3:22	MUD	200	6.		
2.			7.		
3.			8.		
4.			9.		
5.			10.		

Total 200

Guadalupe + Greenfield
Origin of Material

**Inert Reclamation Project
- INERT MATERIAL ONLY -**

3877102
Job Name or P.O. #

Semi, Doubles and Super 10 Wheelers

Bob Tail

10 Wheeler

Small Load

LEGAL DISCLAIMER - Customer hereby represents and warrants that the material delivered to this inert material landfill complies with all applicable laws, including without limitation, A.R.S. § 49-701 et seq., and contains NO solid waste, toxic waste, industrial waste or any hazardous material of any kind (including, but not limited to, infectious waste, household waste, liquid waste, organic waste, landscape waste, asbestos, paint, batteries, drums, cars, tires or paper). Customer further represents and warrants that it is the lawful owner of the material and has full power and authority to sign this Profile on behalf of the material owner. CUSTOMER HEREBY INDEMNIFIES, DEFENDS AND HOLDS HARMLESS JOHNSON STEWART COMPANY FROM, AGAINST, AND IN RESPECT OF, AND SHALL ON DEMAND REIMBURSE JOHNSON STEWART COMPANY FOR, ANY DAMAGES, CLAIMS OR LIABILITIES OF ANY KIND WHATSOEVER IMPOSED UPON OR INCURRED BY JOHNSON STEWART COMPANY DIRECTLY OR INDIRECTLY, AS A RESULT OF OR ARISING FROM ANY BREACH OR MISREPRESENTATION BY CUSTOMER OF ITS REPRESENTATIONS AND WARRANTIES.

Under penalty of perjury the undersigned represents and warrants that all of the information provided herein is true and accurate.

[Signature]
Authorized Signature

104216



Contractors Landfill & Recycling
 480.892.8025 :Office
 480.892.8097 : Fax
 2425 N. Center St.

RECEIVED

FEB 23 2023

Invoice

Date	Invoice #
2/20/2023	120167

Bill To
ACHEN GARDNER CONSTRUCTION, LLC 550 S 79TH STREET CHANDLER, AZ 85226

Ship To
GUADALUPE & GREENFIELD

P.O. Number	Terms	Ship Date
P.O#3877102	Net 30	2/20/2023

Quantity	Code/Description	Ticket/Truck Number	U/M	Price U/M	Amount
1	75500- VACUUM TRUCK - LARGE	S-485518 TK:ACHGA71454 2/20/2023 Rel/PO:3739101	EA	150.00	150.00
		Mesa Non Taxable Sales Tax		0.00%	0.00

www.contractorslandfillandrecycling.com

All unpaid balances over 30 days are subject to a 1.5% per month (18% annually) service charge accruing back to the date of the invoice. Customer agrees to pay attorney fees and costs connected with collection of all unpaid balances.

Total	\$150.00
Payments/Credits	\$0.00
Balance Due	\$150.00

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 2/21/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Continued excavation at Greenfield (STA 218+45) through the rainy weather. Shored the area and Chandler with B&V came out to inspect the pipe. B&V determined that a 16" wide buttstrap needed to be installed around the entirety of the pipe. Additional excavation will be needed tomorrow to get enough room for the welders to install the buttstrap. There will also be some additional shoring needed as well since this location is right next to a block wall.

PPS was on site to weld the two buttstraps at Freestone Park (STA 133+90 & 147+73). They were finished by about 5:00 today with passing magnetic particle tests.

LOCATION OF WORK PERFORMED:

Freestone Park - approximately STA 133+90 and 147+73, Greenfield approximately STA 218+45

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/21/2023	F250 Pickup (2)	16	\$ 36.13	\$578.08
2/21/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
2/21/2023	CAT 308 Excavator	8	\$ 103.34	\$826.72
2/21/2023	Peterbilt 357 4K Water Truck	8	\$ 80.00	\$640.00
2/21/2023	Peterbilt 378 Dump Truck	8	\$ 76.82	\$614.56
2/21/2023	Interstate 40DLA Trailer	8	\$ 39.02	\$312.16
				\$0.00
EQUIPMENT SUBTOTAL				\$3,713.20
LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/21/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
2/21/2023	Operator - Terry Chaudoin	8	\$ 53.51	\$428.08
2/21/2023	Lead Pipe Layer - Jerson Contreras	8	\$ 49.95	\$399.60
2/21/2023	Pipe Layer - Francisco Leyva	10.5	\$ 43.46	\$456.33
2/21/2023	Pipe Layer - Gustavo Sida	8	\$ 43.46	\$347.68
2/21/2023	Skilled Laborer - Agustin Montoya	8	\$ 40.18	\$321.44
2/21/2023	CDL Operator - Stacy McGeehon	10.5	\$ 45.35	\$476.18
2/21/2023	Operator - John Hunt	10.5	\$ 45.35	\$476.18
2/21/2023	Operator - Wayne Pitts	8	\$ 45.35	\$362.80
				\$0.00
LABOR & FRINGE TOTAL				\$3,794.60
MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
2/21/2023	Town of Gilbert Invoice 07562717	1	\$ 107.81	\$107.81
				\$0.00
				\$0.00
MATERIAL SUBTOTAL				\$107.81
SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBCONTRACTOR SUBTOTAL				\$0.00
SUMMARY				
TOTAL EQUIPMENT.....				\$3,713.20
TOTAL LABOR.....				\$3,794.60
TOTAL MATERIALS.....				\$107.81
TOTAL SUBCONTRACTOR.....				\$0.00
TOTAL COST.....				\$7,615.61



Customer Service Center
90 E. Civic Center Dr.
Gilbert, AZ 85296
(480) 503-6800
www.gilbertaz.gov

Messages

A public hearing and vote to adopt a utility rate increase for wastewater, reclaimed water and environmental compliance fees will occur at the Gilbert Town Council Meeting on February 21, 2023. If approved, the new rates go into effect for all Gilbert customers on statements issued after April 3, 2023.

Visit gilbertaz.gov/UtilityRates for details.

Account Information

Account Number 07562717
Customer Number 531817
Billing Date 02/21/2023
Delinquency Date 03/13/2023
Last Payment Date / /
Previous Balance 0.00
Payments
Current Charges 1107.81
Adjustments 0.00

Total Due: \$107.81

Customer Name: ACHEN-GARDNER CONSTRUCTION

RECEIVED

FEB 23 2023

104377
3877102?

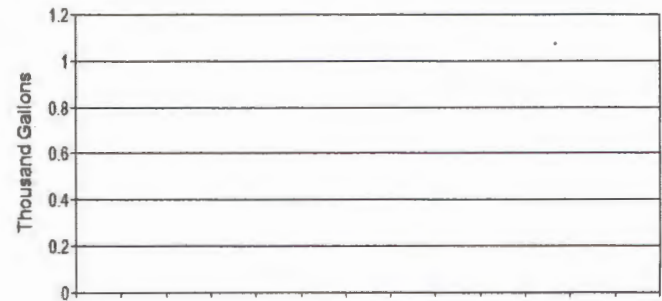
BILLING DETAILS

Account Number 07562717
Cycle 94
Billing Period 02/14/2023 - 02/19/2023
525 N LINDSAY RD
N7 -freestone west parking lot
Deposit Fee 3" Hydrant Deposit 1000.00
Miscellaneous Hydrant Meter Installation Fee 54.80
Refuse Environmental Compliance Fee 0.92
Water 3" Hydrant Base 48.32
Tax Tax 3.77

TOTAL CURRENT CHARGES 1107.81

METER INFORMATION

Meter #
Date **Read** **Date** **Read** **Usage**



TO ENSURE PROPER CREDIT, DETACH AND RETURN THIS STUB WITH PAYMENT

UTILITY STATEMENT

For your convenience, you can pay this bill with VISA, MASTERCARD or AMERICAN EXPRESS. Call (480) 503-6800 or go online at www.gilbertaz.gov
Please do not send cash - Make checks payable to: Town of Gilbert



Town of Gilbert
Customer Service Center
90 E. Civic Center Dr.
Gilbert, AZ 85296

SERVICE ADDRESS	525 N LINDSAY RD		
CYCLE	94	ACCOUNT NUMBER	07562717
BILL DATE	02/21/2023	CUSTOMER NUMBER	531817
DELINQUENCY DATE	03/13/2023	AMOUNT DUE	107.81
CHECK NUMBER		AMOUNT PAID	

#BWNFJYP
ACHEN-GARDNER CONSTRUCTION
550 S 79TH ST
CHANDLER AZ 85226-4706

1V-37 - 1

Town of Gilbert
Utility Department
PO Box 52653
Phoenix AZ 85072-2653

215 000000075627170000107812

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 2/22/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

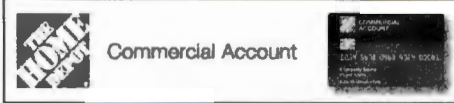
Completed remaining excavation at Greenfield (STA 218+45). The decision was made to change to a patch only in this location instead of the buttstrap around the entirety of the pipe due to shoring issues and the proximity to the block wall.

Grouted the outside of the pipe in the first location at Freestone Park (STA 133+90).

LOCATION OF WORK PERFORMED:

Freestone Park - approximately 133+90, Greenfield approximately STA 218+45

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/22/2023	F250 Pickup (2)	16	\$ 36.13	\$578.08
2/22/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
2/22/2023	CAT 308 Excavator	8	\$ 103.34	\$826.72
				\$0.00
EQUIPMENT SUBTOTAL				\$2,146.48
LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/22/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
2/22/2023	Operator - Terry Chaudoin	8	\$ 53.51	\$428.08
2/22/2023	Lead Pipe Layer - Jerson Contreras	8	\$ 49.95	\$399.60
2/22/2023	Pipe Layer - Francisco Leyva	8	\$ 43.46	\$347.68
2/22/2023	Pipe Layer - Gustavo Sida	8	\$ 43.46	\$347.68
2/22/2023	Skilled Laborer - Agustin Montoya	8	\$ 40.18	\$321.44
2/22/2023	Operator - John Hunt	8	\$ 45.35	\$362.80
				\$0.00
LABOR & FRINGE TOTAL				\$2,733.60
MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
2/22/2023	Home Depot Invoice 9350745	1	\$ 257.38	\$257.38
				\$0.00
				\$0.00
MATERIAL SUBTOTAL				\$257.38
SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
2/22/2023	Graco Hydro-Excavating Invoice 1238	1	\$ 2,400.00	\$2,400.00
				\$0.00
SUBCONTRACTOR SUBTOTAL				\$2,400.00
SUMMARY				
TOTAL EQUIPMENT.....				\$2,146.48
TOTAL LABOR.....				\$2,733.60
TOTAL MATERIALS.....				\$257.38
TOTAL SUBCONTRACTOR.....				\$2,400.00
TOTAL COST.....				\$7,537.46



INVOICE

Invoice #: 9350745

Please pay from this invoice.

ACHEN-GARDNER CONSTRUCTION
550 S 79TH STREET

Account xxxx xxxx xxxx 4728
Transaction Date 02/22/23
Total Invoice Due by 03/31/23 \$257.38
Balance Due if paid online by 03/14/23 \$252.60

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00127	CHAUDOIN TERRY	CHAUDOIN TERRY	3877-102	

Store / Register #: 471, GILBERT, AZ / 35

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
55LB RAPID SET MORTAR MIX	00003837590000900011	1.0000	EA	\$17.97	\$17.97
55LB RAPID SET MORTAR MIX	00003837590000900011	1.0000	EA	\$17.97	\$17.97
55LB RAPID SET MORTAR MIX	00003837590000900011	1.0000	EA	\$17.97	\$17.97
55LB RAPID SET MORTAR MIX	00003837590000900011	1.0000	EA	\$17.97	\$17.97
55LB RAPID SET MORTAR MIX	00003837590000900011	1.0000	EA	\$17.97	\$17.97
55LB RAPID SET MORTAR MIX	00003837590000900011	1.0000	EA	\$17.97	\$17.97
55LB RAPID SET MORTAR MIX	00003837590000900011	1.0000	EA	\$17.97	\$17.97
9'X12'.7MIL PLASTIC DROP CLOTH 3PK	00001436520001000014	1.0000	EA	\$5.96	\$5.96
96"X27"X1/8" METAL REG LATH	00007220000000900012	1.0000	EA	\$20.83	\$20.83
96"X27"X1/8" METAL REG LATH	00007220000000900012	1.0000	EA	\$20.83	\$20.83
96"X27"X1/8" METAL REG LATH	00007220000000900012	1.0000	EA	\$20.83	\$20.83
96"X27"X1/8" METAL REG LATH	00007220000000900012	1.0000	EA	\$20.83	\$20.83
96"X27"X1/8" METAL REG LATH	00007220000000900012	1.0000	EA	\$20.83	\$20.83

continued →

Questions About Your Account ACCT MGR ANJANETTE STOTT EXT 5222733 PHONE 1-800-494-1946 (TTY: 711)
 EMAIL ANJANETTE.L.STOTT@CITI.COM FAX 1-877-969-6751

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION Page 1 of 4 8 HP 22 This Account is Issued by Citibank, N.A.
 Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records.

Your Account Number is xxxx xxxx xxxx 4728



Amount Due \$257.38
Due Date March 31, 2023
Invoice Number 9350745

Invoice Enclosed

Amount Enclosed: \$

Print address changes on the reverse side.
Make Checks Payable to ▼

ACHEN-GARDNER CONSTRUCTION
550 S 79TH STREET
CHANDLER, AZ 85226-4706

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx4728
PO BOX 9001043
LOUISVILLE, KY 40290-1043

104564

Graco Enterprises

27127 N Homestead Ct
Florence, AZ 85132 US
+1 4807847338
lacy.heiney@gracoenterprisesllc.com



INVOICE

BILL TO
Achen Gardner
550 S 79th St
Chandler, Az 85226

INVOICE 1238
DATE 03/03/2023
TERMS Net 30
DUE DATE 04/02/2023

OPERATOR & TECH
Jason

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
02/21/2023	12Yd Vac Truck	Truck and Labor	2	250.00	500.00
02/21/2023	Dump and Fill	Dump fee	1	200.00	200.00
02/22/2023	12Yd Vac Truck	Truck and Labor	6	250.00	1,500.00
02/22/2023	Dump and Fill	Dump fee	1	200.00	200.00

Thank you for your business! We accept ACH payments or you can also mail payments to 27127 N Homestead Ct Florence AZ 85132
Per Ernie
location: Greenfield & Guadalupe

BALANCE DUE

\$2,400.00

MAR 22 2023

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 2/23/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Set the trench box at the repair location at Greenfield, prepped and welded the patch, which had passing tests around 1:00 PM. Mortared the patch during the afternoon hours.

LOCATION OF WORK PERFORMED:

Greenfield approximately STA 218+45

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/23/2023	F250 Pickup (2)	16	\$ 36.13	\$578.08
2/23/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
2/23/2023	CAT 308 Excavator	8	\$ 103.34	\$826.72
				\$0.00

EQUIPMENT SUBTOTAL \$2,146.48

LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/23/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
2/23/2023	Operator - Terry Chaudoin	8	\$ 53.51	\$428.08
2/23/2023	Lead Pipe Layer - Jerson Contreras	8	\$ 49.95	\$399.60
2/23/2023	Pipe Layer - Francisco Leyva	8	\$ 43.46	\$347.68
2/23/2023	Pipe Layer - Gustavo Sida	8	\$ 43.46	\$347.68
2/23/2023	Skilled Laborer - Agustin Montoya	8	\$ 40.18	\$321.44
2/23/2023	Operator - John Hunt	8	\$ 45.35	\$362.80
				\$0.00

LABOR & FRINGE TOTAL \$2,733.60

MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00

MATERIAL SUBTOTAL \$0.00

SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

SUBCONTRACTOR SUBTOTAL \$0.00

SUMMARY	
TOTAL EQUIPMENT.....	\$2,146.48
TOTAL LABOR.....	\$2,733.60
TOTAL MATERIALS.....	\$0.00
TOTAL SUBCONTRACTOR.....	\$0.00
TOTAL COST.....	\$4,880.08

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 2/24/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Mortared the middle repair location at Freestone Park (STA 147+73). Dressed up landscape in the area and prepped for slurry delivery on Monday/Tuesday.

LOCATION OF WORK PERFORMED:

Freestone Park approximately STA 147+73

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/24/2023	F250 Pickup (1)	8	\$ 36.13	\$289.04
2/24/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
2/24/2023	Peterbilt 357 4K Water Truck	8	\$ 80.00	\$640.00
				\$0.00
EQUIPMENT SUBTOTAL				\$1,670.72
LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/24/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
2/24/2023	Operator - Terry Chaudoin	8	\$ 53.51	\$428.08
2/24/2023	Lead Pipe Layer - Jerson Contreras	8	\$ 49.95	\$399.60
2/24/2023	Pipe Layer - Francisco Leyva	8	\$ 43.46	\$347.68
2/24/2023	Pipe Layer - Gustavo Sida	8	\$ 43.46	\$347.68
2/24/2023	Skilled Laborer - Agustin Montoya	8	\$ 40.18	\$321.44
2/24/2023	Operator - John Hunt	8	\$ 45.35	\$362.80
				\$0.00
LABOR & FRINGE TOTAL				\$2,733.60
MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
MATERIAL SUBTOTAL				\$0.00
SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBCONTRACTOR SUBTOTAL				\$0.00
SUMMARY				
TOTAL EQUIPMENT.....				\$1,670.72
TOTAL LABOR.....				\$2,733.60
TOTAL MATERIALS.....				\$0.00
TOTAL SUBCONTRACTOR.....				\$0.00
TOTAL COST.....				\$4,404.32

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 2/27/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Slurry backfilled all 3 repair locations (STA 133+90 & 147+73 at Freestone Park, and 218+45 at Greenfield). Removed all equipment & excess material off of Greenfield. Town on site to take BacT samples.

LOCATION OF WORK PERFORMED:

Freestone Park (STA 133+90 & 147+73) and Greenfield (STA 218+45)

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/27/2023	F250 Pickup (2)	16	\$ 36.13	\$578.08
2/27/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
2/27/2023	CAT 308 Excavator	8	\$ 103.34	\$826.72
2/27/2023	Peterbilt 357 4K Water Truck	8	\$ 80.00	\$640.00
2/27/2023	Peterbilt 378 Dump Truck	8	\$ 76.82	\$614.56
2/27/2023	Interstate 40DLA Trailer	8	\$ 39.02	\$312.16
				\$0.00
EQUIPMENT SUBTOTAL				\$3,713.20
LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/27/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
2/27/2023	Operator - Terry Chaudoin	8	\$ 53.51	\$428.08
2/27/2023	Operator - Gary Cooper	8	\$ 53.51	\$428.08
2/27/2023	Lead Pipe Layer - Jerson Contreras	8	\$ 49.95	\$399.60
2/27/2023	Pipe Layer - Gustavo Sida	8	\$ 43.46	\$347.68
2/27/2023	Skilled Laborer - Agustin Montoya	8	\$ 40.18	\$321.44
2/27/2023	Skilled Laborer - David Westholm	8	\$ 40.18	\$321.44
2/27/2023	Operator - John Hunt	8	\$ 45.35	\$362.80
2/27/2023	Operator - Wayne Pitts	8	\$ 45.35	\$362.80
				\$0.00
LABOR & FRINGE TOTAL				\$3,498.24
MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
2/27/2023	Core Ready Mix Invoice 172457	1	\$ 8,232.88	\$8,232.88
				\$0.00
				\$0.00
MATERIAL SUBTOTAL				\$8,232.88
SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBCONTRACTOR SUBTOTAL				\$0.00
SUMMARY				
TOTAL EQUIPMENT.....				\$3,713.20
TOTAL LABOR.....				\$3,498.24
TOTAL MATERIALS.....				\$8,232.88
TOTAL SUBCONTRACTOR.....				\$0.00
TOTAL COST.....				\$15,444.32

104979



Invoice

Date	Invoice #
2/27/2023	172457

Bill To: Achen Gardner Construction
550 S. 79th St.
Chandler, AZ 85226

Ship To: 451 N 159th PI
Gilbert

Customer #	Customer P.O.
1027	3877102

Terms	Due Date
Net 30	03/29/2023

Ticket #	Product #	Description	Qty Shipped	Unit Price	Gross Price
154990	PHCLSM 1	MAG 0.5 SK ABC SLURRY PHCLSM 1/2	11.00	\$104.00	\$1,144.00
154990	SECOND	SECOND LOCATION FEE	1.00	\$150.00	\$150.00
154990	FUEL	Fuel Surcharge	1.00	\$20.00	\$20.00
154991	PHCLSM 1	MAG 0.5 SK ABC SLURRY PHCLSM 1/2	11.00	\$104.00	\$1,144.00
154991	SECOND	SECOND LOCATION FEE	1.00	\$150.00	\$150.00
154991	FUEL	Fuel Surcharge	1.00	\$20.00	\$20.00
154992	PHCLSM 1	MAG 0.5 SK ABC SLURRY PHCLSM 1/2	10.50	\$104.00	\$1,092.00
154992	SECOND	SECOND LOCATION FEE	1.00	\$150.00	\$150.00
154992	FUEL	Fuel Surcharge	1.00	\$20.00	\$20.00
154993	PHCLSM 1	MAG 0.5 SK ABC SLURRY PHCLSM 1/2	11.00	\$104.00	\$1,144.00
154993	SECOND	SECOND LOCATION FEE	1.00	\$150.00	\$150.00
154993	FUEL	Fuel Surcharge	1.00	\$20.00	\$20.00
154994	PHCLSM 1	MAG 0.5 SK ABC SLURRY PHCLSM 1/2	11.00	\$104.00	\$1,144.00
154994	SECOND	SECOND LOCATION FEE	1.00	\$150.00	\$150.00
154994	FUEL	Fuel Surcharge	1.00	\$20.00	\$20.00
154995	PHCLSM 1	MAG 0.5 SK ABC SLURRY PHCLSM 1/2	10.50	\$104.00	\$1,092.00
154995	SECOND	SECOND LOCATION FEE	1.00	\$150.00	\$150.00
154995	FUEL	Fuel Surcharge	1.00	\$20.00	\$20.00

Please include invoice number on checks & copy of invoices with adjustments

Total Quantity: 65.00

Subtotal:	\$7,780.00
Sales Tax:	\$452.88

REMIT TO:
CORE Ready Mix
1476 W. Harvard Ave
Suite B
Gibert, AZ 85233

****A 1.5% interest charge will be charged on each invoice 30 days Past Due each month ****

Total:	\$8,232.88
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FEB 28 2023

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 2/28/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Backfilled three repair areas and dressed up the surrounding areas. Excavated and removed vertical curb and gutter that will need to be replaced at Freestone Park along the path. Dropped off the 24" and 12" buttstraps, along with 8' of 36" pipe to the Town of Gilbert Well Site.

LOCATION OF WORK PERFORMED:

Freestone Park (STA 133+90 & 147+73) and Greenfield (STA 218+45)

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/28/2023	F250 Pickup (2)	16	\$ 36.13	\$578.08
2/28/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
2/28/2023	CAT 308 Excavator	8	\$ 103.34	\$826.72
2/28/2023	Peterbilt 357 4K Water Truck	8	\$ 80.00	\$640.00
2/28/2023	Peterbilt 378 Dump Truck	8	\$ 76.82	\$614.56
2/28/2023	Interstate 40DLA Trailer	8	\$ 39.02	\$312.16
				\$0.00

EQUIPMENT SUBTOTAL \$3,713.20

LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
2/28/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
2/28/2023	Operator - Terry Chaudoin	8	\$ 53.51	\$428.08
2/28/2023	Operator - Gary Cooper	8	\$ 53.51	\$428.08
2/28/2023	Lead Pipe Layer - Jerson Contreras	8	\$ 49.95	\$399.60
2/28/2023	Pipe Layer - Francisco Leyva	8	\$ 43.46	\$347.68
2/28/2023	Pipe Layer - Gustavo Sida	8	\$ 43.46	\$347.68
2/28/2023	Skilled Laborer - Agustin Montoya	8	\$ 40.18	\$321.44
2/28/2023	Skilled Laborer - David Westholm	8	\$ 40.18	\$321.44
2/28/2023	Skilled Laborer - Michael Brown	8	\$ 40.18	\$321.44
2/28/2023	CDL Operator - Stacy McGeehon	8	\$ 45.35	\$362.80
2/28/2023	Operator - John Hunt	8	\$ 45.35	\$362.80
2/28/2023	Operator - Wayne Pitts	8	\$ 45.35	\$362.80
				\$0.00

LABOR & FRINGE TOTAL \$4,530.16

MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
2/28/2023	Johnson Stewart Invoice 782551	1	\$ 150.00	\$150.00
2/28/2023	PPS Invoice 11889	1	\$ 14,161.00	\$14,161.00
				\$0.00

MATERIAL SUBTOTAL \$14,311.00

SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
2/28/2023	PPS Invoice 11887	1	\$ 2,860.00	\$2,860.00
2/28/2023	Trafficade Invoice 01595497	1	\$ 169.42	\$169.42
2/28/2023	Trafficade Invoice 01595496	1	\$ 2,318.11	\$2,318.11
2/28/2023	Trenchade Invoice TA565917	1	\$ 1,889.54	\$1,889.54
				\$0.00

SUBCONTRACTOR SUBTOTAL \$7,237.07

SUMMARY	
TOTAL EQUIPMENT.....	\$3,713.20
TOTAL LABOR.....	\$4,530.16
TOTAL MATERIALS.....	\$14,311.00
TOTAL SUBCONTRACTOR.....	\$7,237.07
TOTAL COST.....	\$29,791.43

3877-102
1077-14

Johnson Stewart Materials L.L.C.

1564 N. Alma School Road
Mesa, Arizona 85201

Phone (480) 834-1042 • Fax (480) 964-3994

Achem
Gardner

Customer

AV

Site Operator

Check

Cash Charge CC

782551

Invoice #

2-28-13
Date

70338
Trk # or Lic #

Time In	Material	Amount	Time In	Material	Amount
1. 9:11	Dirt/Conc	75	6.		
2. 11:22	Dirt + CONC	75	7.		
3.			8.		
4.			9.		
5.			10.		

Total 150

Stone #1 Jumper
Origin of Material

**Inert Reclamation Project
- INERT MATERIAL ONLY -**

3477-102
Job Name or P.O. #

Semi, Doubles and Super 10 Wheelers
10 Wheeler

Bob Tail
Small Load

LEGAL DISCLAIMER - Customer hereby represents and warrants that the material delivered to this inert material landfill complies with all applicable laws, including without limitation, A.R.S. § 49-701 et seq., and contains NO solid waste, toxic waste, industrial waste or any hazardous material of any kind (including, but not limited to, infectious waste, household waste, liquid waste, organic waste, landscape waste, asbestos, paint, batteries, drums, cars, tires or paper). Customer further represents and warrants that it is the lawful owner of the material and has full power and authority to sign this Profile on behalf of the material owner. CUSTOMER HEREBY INDEMNIFIES, DEFENDS AND HOLDS HARMLESS JOHNSON STEWART COMPANY FROM, AGAINST, AND IN RESPECT OF, AND SHALL ON DEMAND REIMBURSE JOHNSON STEWART COMPANY FOR, ANY DAMAGES, CLAIMS OR LIABILITIES OF ANY KIND WHATSOEVER IMPOSED UPON OR INCURRED BY JOHNSON STEWART COMPANY DIRECTLY OR INDIRECTLY, AS A RESULT OF OR ARISING FROM ANY BREACH OR MISREPRESENTATION BY CUSTOMER OF ITS REPRESENTATIONS AND WARRANTIES.

Under penalty of perjury the undersigned represents and warrants that all of the information provided herein is true and accurate.

Deane Pitts
Authorized Signature

104255



Professional Piping Systems, LLC.

319 E Pioneer St
Phoenix, AZ 85040

Invoice

Date	Invoice #
2/28/2023	11889

Bill To
ACHEN-GARDNER 550 South 79th Street Chandler, az 85226

Ship To

P.O. No.	Terms	Project
3877102.0001	Net 30	10865L PURE RES...

Description	Rate	Quantity	Amount
36" CUT-IN REPLACEMENT SPOOL 36" STL PIPE, 37.875" x 3/8" CYL, CML/CMC 36" BUTTSTRAP WITH (3) HANDHOLES GROUT BANDS	6,085.00		6,085.00
36" DIA. X 12" WIDE BUTT STRAP (NO HANDHOLE) = (1) SET	431.00	2	862.00
36" DIA. X 24" WIDE BUTT STRAP (NO HANDHOLE) = (2) SETS	832.00	4	3,328.00
36" DIA. X 36" WIDE BUTT STRAP (NO HANDHOLE)	1,943.00		1,943.00
36" DIA. X 48" WIDE BUTT STRAP (NO HANDHOLE)	1,943.00		1,943.00
Total			\$14,161.00
Balance Due			\$14,161.00

Phone #
6024974997

Web Site
www.ppsphx.com



Professional Piping Systems, LLC.

319 E Pioneer St
Phoenix, AZ 85040

3877102-01
T&M.

Invoice

Date	Invoice #
2/28/2023	11887

Bill To
ACHEN-GARDNER 550 South 79th Street Chandler, az 85226

Ship To

P.O. No.	Terms	Project
3877102	Net 30	10866T T&M - FIL...

Description	Rate	Quantity	Amount
T&M FIELD WELDING *****NTE	110.00	0	0.00
36" BUTT STRAPP	110.00	26	2,860.00
FT# 0572 2/21			
PATCH PLATES			
FT#1204 2/23			
SEE ATTACHED FOR MORE DETAIL			
Total			\$2,860.00
Balance Due			\$2,860.00

Phone #
6024974997

Web Site
www.ppsphx.com

10866	FT	CREW SIZE	HOURS	TOTAL HOU	ST	ST \$110.	OT	OT \$165.00	DUE
21-Feb	572	2	10	20	16	\$ 1,760.00	4	\$660.00	\$ 2,420.00
23-Feb	1204	1	4	4	4	\$ 440.00	0	\$0.00	\$ 440.00
				0	0	\$ -	0	\$0.00	\$ -
				0	0	\$ -	0	\$0.00	\$ -
				0	0	\$ -	0	\$0.00	\$ -
				24	20	\$ 2,200.00	4	\$660.00	\$ 2,860.00
									MATERIALS \$ -
									HOTEL
									2 TRUCKS
									TOTAL \$ 2,860.00

NTE 48
ST20 -20
OT 6 -6

BALANCE 22



Professional Piping Systems LLC
 Fast-Professional-Service
 www.ppsphx.com
 319 E. Pioneer Street
 Phoenix, AZ 85040
 602-497-4997

FIELD TICKET

0572

JOB DESCRIPTION: 36" butt straps

P.M.

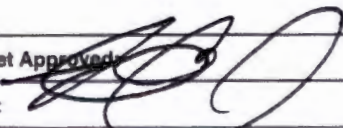
CUSTOMER INFO <u>Archer-gardener</u>	
PHONE	DATE OF ORDER <u>2/21</u>
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
JOB NAME/NUMBER <u>10766 T3W</u>	
START DATE	DUE DATE

DATE	WELDER/FITTER NAME	START	END	TASK PERFORMED	TOTAL
<u>2/21</u>	<u>Brian Aviles</u>	<u>6:30</u>	<u>4:30</u>	<u>fit and weld 36" butt straps</u>	<u>10</u>
<u>2/21</u>	<u>Brian Luna</u>	<u>6:30</u>	<u>4:30</u>		<u>10</u>
LABOR HOURS					<u>20</u>

QUALITY CONTROL					

MATERIALS					MATERIALS <input type="checkbox"/> YES <input type="checkbox"/> NO	

			TOTAL LABOR		
			TOTAL MATERIALS		
			TOTAL OTHER		

Field Ticket Approved:	<h2>Thank You</h2>	TAX	
Signature: 		TOTAL	<u>20</u>

I hereby acknowledge the satisfactory completion of the above described work.
 I also agree to payment of said work per signed contract.

104381



REMIT TO:
 Trafficade Service LLC
 2533 W. Holly St.
 Phoenix, AZ 85009
 Phone: 602-431-0911
 Fax: 602-272-2827

INVOICE

Invoice Date	Invoice No.
2/28/2023	01595497

Terms: Net 30 Days

ACHEN GARDNER CONSTRUCTION LLC
 550 S. 79TH ST.
 CHANDLER, AZ 85226

Job Information:
 1045 E JUNIPER RD
 PHOENIX
 KASEY COOK 602-818-1898

Customer	Job No.	Customer Job No.	P.O. Number		Period Covered	Start Date			
ACHEN	870111		3877102		2/16/2023 - 2/28/2023	02/13/23			
Tran Date	Ticket#	Qty	Description	On Rent	Per Unit	Per Day	From - To	Days	Total
02/16/23		30	Vertical Panel Barr. w/Steady-Burn	30	\$0.40	\$12.00	02/16 02/28	13	\$156.00

Equipment \$156.00
Labor \$0.00
Tax \$13.42
NonTaxable Subtotal \$0.00

Invoice Total \$169.42

JOB IS NOT COMPLETE

104381



REMIT TO:
Trafficade Service LLC
2533 W. Holly St.
Phoenix, AZ 85009
Phone: 602-431-0911
Fax: 602-272-2827

INVOICE

Invoice Date	Invoice No.
2/28/2023	01595496

Terms: Net 30 Days

ACHEN GARDNER CONSTRUCTION LLC
550 S. 79TH ST.
CHANDLER, AZ 85226

Job Information:
 GREENFIELD R & VAUGHN AVE
 GILBERT
 MIKE CHAUDOIN 602-376-1281

Customer	Job No.	Customer Job No.	P.O. Number	Period Covered					Start Date
ACHEN	870108		3877102	2/16/2023 - 2/28/2023					02/13/23
Tran Date	Ticket#	Qty	Description	On Rent	Per Unit	Per Day	From - To	Days	Total
02/20/23	D1016661	1	Arrow Board	1	\$23.00	\$23.00	02/20 02/28	9	\$207.00
02/20/23	D1016661	13	Std. Intensity Sign <10 Sq. Ft.	13	\$0.40	\$5.20	02/20 02/28	9	\$46.80
02/20/23	D1016661	9	Sign Stand Only	9	\$0.45	\$4.05	02/20 02/28	9	\$36.45
02/20/23	D1016661	7	Type I Barricade Only	7	\$0.25	\$1.75	02/20 02/28	9	\$15.75
02/20/23	D1016661	18	Vertical Panel Barr. Only	18	\$0.25	\$4.50	02/20 02/28	9	\$40.50
02/20/23	D1016661	14	Flag w/Dowel	14	\$2.75	\$38.50		1	\$38.50
02/20/23	D1016661	18	Sandbag	18	\$1.00	\$18.00		1	\$18.00
02/20/23	D1016661	3	1 Man 1 Truck Labor/Hr.	3	\$58.00	\$174.00		1	\$174.00
02/20/23	R1674626	2.5	1 Man 1 Truck Labor/Hr.	2.5	\$58.00	\$145.00		1	\$145.00
02/21/23	D1016672	2.5	1 Man 1 Truck Labor/Hr.	2.5	\$58.00	\$145.00		1	\$145.00
02/21/23	R1674627	2.5	1 Man 1 Truck Labor/Hr.	2.5	\$58.00	\$145.00		1	\$145.00
02/22/23	D1016673	2.5	1 Man 1 Truck Labor/Hr.	2.5	\$58.00	\$145.00		1	\$145.00
02/22/23	R1674628	2.5	1 Man 1 Truck Labor/Hr.	2.5	\$58.00	\$145.00		1	\$145.00
02/23/23	D1016674	2.5	1 Man 1 Truck Labor/Hr.	2.5	\$58.00	\$145.00		1	\$145.00
02/23/23	R1674629	2.5	1 Man 1 Truck Labor/Hr.	2.5	\$58.00	\$145.00		1	\$145.00
02/27/23	D1018065	2.5	1 Man 1 Truck Labor/Hr.	2.5	\$58.00	\$145.00		1	\$145.00
02/27/23	R1675419	2.5	1 Man 1 Truck Labor/Hr.	2.5	\$58.00	\$145.00		1	\$145.00
02/28/23	D1016675	2.5	1 Man 1 Truck Labor/Hr.	2.5	\$58.00	\$145.00		1	\$145.00
02/28/23	R1675415	2.5	1 Man 1 Truck Labor/Hr.	2.5	\$58.00	\$145.00		1	\$145.00

Equipment \$403.00
Labor \$1,769.00
Tax \$146.11

NonTaxable Subtotal \$0.00

Invoice Total \$2,318.11

JOB IS NOT COMPLETE

Error claims MUST be made within 30 days for credit to be given.

MAR 08 2023

THANK YOU!

Page 1



REMIT TO:
 3300 N. 3rd Ave.
 Phoenix, AZ 85013
 Phone: 602-605-4150

INVOICE	
Invoice Date	Invoice No.
2/28/2023	TA565917

Terms: Net 30 Days

ACHEN GARDNER CONSTRUCTION LLC
 550 S. 79TH ST.
 CHANDLER, AZ 85226

Job Information:
 GREENFIELD RD
 GILBERT
 MIKE CHAUDOIN 602-376-1281

Customer		Job No.	Customer Job No.	P.O. Number	Billed Through: 2/28/2023							Start Date	
ACHEN		T851727		PENDING	Calculations							02/20/23	
Tran Date	Ticket#	Qty	On Rent	Description	Days	Charge Qty	Daily	Qty	Weekly	Qty	Monthly	Qty	Total
02/23/23	D0926211		14	Build A Box 6' Panel			7.97		31.88		95.63		
02/28/23	R1615241	-14	0	Build A Box 6' Panel	6	14	7.97		31.88	1	95.63		446.32
02/23/23	D0926211		4	Build A Box Corner Post 8'			8.75		35.01		105.02		
02/28/23	R1615241	-4	0	Build A Box Corner Post 8'	6	4	8.75		35.01	1	105.02		140.04
02/23/23	D0926211		1	Build A Box Leg Kit			5.80		23.18		69.55		
02/28/23	R1615241	-1	0	Build A Box Leg Kit	6	1	5.80		23.18	1	69.55		23.18
02/22/23	D0926187		2	4' x 8' Finn Board			3.62		14.49		43.47		
02/28/23	R1615241	-2	0	4' x 8' Finn Board	7	2	3.62		14.49	1	43.47		28.98
02/22/23	D0926187		4	Shore 1.5' x 76"-112"			5.22		20.87		62.60		
02/28/23	R1615241	-4	0	Shore 1.5' x 76"-112"	7	4	5.22		20.87	1	62.60		83.48
02/23/23	D0926211		1	Ladder Hook			2.90		11.59		34.78		
02/28/23	R1615241	-1	0	Ladder Hook	6	1	2.90		11.59	1	34.78		11.59
02/20/23	D0926152		1	Lifting Bar Size _____			4.35		17.39		52.16		
02/28/23	R1615241	-1	0	Lifting Bar Size _____	9	1	4.35	2	17.39	1	52.16		26.09
02/20/23	D0926152		2	Multi-Shore 7' x 76"-112"			10.43		41.73		125.19		
02/28/23	R1615241	-2	0	Multi-Shore 7' x 76"-112"	9	2	10.43	2	41.73	1	125.19		125.18
02/20/23	D0926152		1	Shoring Pump			7.25		28.98		86.94		
02/28/23	R1615241	-1	0	Shoring Pump	9	1	7.25	2	28.98	1	86.94		43.48
02/20/23	D0926152		1	Z3 Delivery/Pickup Trans.			180.00						180.00
02/22/23	D0926187		1	Z3 Delivery/Pickup Trans.			180.00						180.00
02/23/23	D0926211		1	Z3 Delivery/Pickup Trans.			180.00						180.00
02/28/23	R1615241		1	Z3 Delivery/Pickup Trans.			180.00						180.00
02/20/23	D0926152		1	Fuel Surcharge			29.00						29.00
02/22/23	D0926187		1	Fuel Surcharge			29.00						29.00
02/23/23	D0926211		1	Fuel Surcharge			29.00						29.00
02/28/23	R1615241		1	Fuel Surcharge			29.00						29.00

Error claims MUST be made within 30 days for credit to be given.

MAR 07 2023

THANK YOU!

Page: 1

Equipment	\$928.34
Labor	\$720.00
Tax	\$125.20
NonTaxable Subtotal	\$116.00

Invoice Total \$1,889.54

JOB IS COMPLETE

Please make checks payable to Trench-Ade, LLC. Please note our change of address. The Trench-Ade brand is no longer affiliated with Trafficade Service, Inc. A 3% fee will be added for credit card payments.

Thank you for your business!

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 3/1/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Formed, poured and stripped 65 LF of 6" curb in Freestone Park along the path and the pad for the ARV on Greenfield.

LOCATION OF WORK PERFORMED:

Freestone Park (STA 133+90 & 147+73) and Greenfield (STA 218+45)

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
3/1/2023	F250 Pickup (2)	16	\$ 36.13	\$578.08
3/1/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
3/1/2023	F450 Form Truck	8	\$ 79.62	\$636.96
3/1/2023	Peterbilt 378 Dump Truck	8	\$ 76.82	\$614.56
3/1/2023	Interstate 40DLA Trailer	8	\$ 39.02	\$312.16
				\$0.00

EQUIPMENT SUBTOTAL \$2,883.44

LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
3/1/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
3/1/2023	Lead Pipe Layer - Jerson Contreras	8	\$ 49.95	\$399.60
3/1/2023	Pipe Layer - Gustavo Sida	8	\$ 43.46	\$347.68
3/1/2023	Operator - Wayne Pitts	8	\$ 45.35	\$362.80
3/1/2023	Foreman - Carlos Lopez	8	\$ 65.79	\$526.32
3/1/2023	Carpenter - Carlos Rodriguez	8	\$ 45.35	\$362.80
3/1/2023	Skilled Laborer - Ariel Avalos	8	\$ 40.18	\$321.44
3/1/2023	Carpenter - Uriel Avalos Hernandez	8	\$ 45.35	\$362.80
3/1/2023	Carpenter - Daniel Ortiz	8	\$ 45.35	\$362.80
3/1/2023	Carpenter - Roberto Sandoval-Tepox	8	\$ 45.35	\$362.80
				\$0.00

LABOR & FRINGE TOTAL \$3,935.36

MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
3/1/2023	United Rentals Shoring Invoice 216078765-001	1	\$ 4,106.31	\$4,106.31
3/1/2023	Arizona Materials Invoice 1986265	1	\$ 884.00	\$884.00
				\$0.00

MATERIAL SUBTOTAL \$4,990.31

SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

SUBCONTRACTOR SUBTOTAL \$0.00

SUMMARY	
TOTAL EQUIPMENT.....	\$2,883.44
TOTAL LABOR.....	\$3,935.36
TOTAL MATERIALS.....	\$4,990.31
TOTAL SUBCONTRACTOR.....	\$0.00
TOTAL COST.....	\$11,809.11

102183

RECEIVED
 MAR 10 2023

**RENTAL RETURN
 INVOICE**

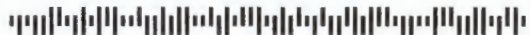
216078765-001

Job Site

TOG GMP 2
 GRANITE ST AND HEARN WAY
 GILBERT AZ 85234

Office: 480-940-1300 Cell: 602-376-1281

7.1.2973 1 MB 0.528 29880S21.p01 887283 1-1 0



ACHEN GARDNER CHANDLER AZ
 550 S 79TH ST
 CHANDLER AZ 85226-4706

Customer # : 180670
 Invoice Date : 03/01/23
 Rental Out : 02/14/23 09:00 AM
 Rental In : 02/27/23 07:00 AM
 UR Job Loc : GRANITE ST AND HEARN
 UR Job # : 568
 Customer Job ID:
 P.O. # : 3877102
 Ordered By : MIKE CHAUDOIN
 Reserved By : JAMES LINDQUIST
 Salesperson : JAMES LINDQUIST

Invoice Amount: \$4,106.31

Terms: Due Upon Receipt
 Payment options: Contact our credit office 212-333-8800
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
 P.O. BOX 051122
 LOS ANGELES CA 90074-1122

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
4	940/9867	BBC 96 CORNER END POST 96"		6.00	29.00	87.00	232.00
		2 8X8X10 4 SIDE MAPS WITH 1 PANEL OFF BOTTOM OF ALL 8' SIDES					
14	940/9855	28 BBP BUILD A BOX PANEL 96"		10.00	46.00	137.00	1,288.00
16	940/9856	210 BBP BUILD A BOX PANEL 120"		12.00	35.00	104.00	1,120.00
2	375/6415	RISER LEG		5.00	22.00	65.00	88.00
1	330/7115	LIFTING BRIDLE 4 LEG X 10'		17.00	67.00	263.00	134.00
8	940/9864	BBC 24 CORNER END POST 24"		4.00	20.00	59.60	320.00
2	940/9865	BBC 48 CORNER END POST 48"		4.00	12.66	37.98	50.64
						Rental Subtotal:	3,232.64

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.	
1	PROPERTY TAX SURCHARGE [DRSURAZ/MCI]	48.490	EACH	48.49	
1	DELIVERY CHARGE	250.000	EACH	250.00	
1	PICKUP CHARGE	250.000	EACH	250.00	
				Sales/Misc Subtotal:	548.49
				Agreement Subtotal:	3,781.13
				Tax:	325.18
				Total:	4,106.31

COMMENTS/NOTES:

CONTACT: MIKE CHAUDOIN
 CELL#: 602-376-1281
 DLV/PKU LOC SELECTED BY MAP PIN OPTION
 DEL BY: KRITH

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
 CONTACT UNITED ACADEMY TODAY
 844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

103854

Arizona Materials
 3636 S 43rd Av
 Phoenix AZ 85009

Invoice	1986265
Date	3/1/2023
Page	1

Bill To:

Achen Gardner Construction, LL
 550 S 79th St
 Chandler AZ 85226

Ship To:

Achen Gardner Construction, LL
 1344 E Hearn Way
 Town of Gilbert Zone 1 GMP2
 Gilbert Az

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
3877102	1288	1295		2%15TH/Net 30	3/1/2023	870,749	
Ticket No.	Shipped	Plant	Item Number	Description	Discount	Unit Price	Ext. Price
1931755	4.00	Sacaton-11	13004	MAG-A 3000 PSI	\$0.00	\$156.00	\$624.00
1931755	1.00	Sacaton-11	90110	SHORTLOAD CHARGES	\$0.00	\$200.00	\$200.00
1931755	1.00	Sacaton-11	90300	Fuel Surcharges	\$0.00	\$35.00	\$35.00
1931755	1.00	Sacaton-11	90350	Environmental	\$0.00	\$25.00	\$25.00

A 2% DISCOUNT MAY BE TAKEN IF PAYMENT IS RECEIVED
 BY 15th OF MONTH FOLLOWING INVOICE DATE
 PROVIDING THE ACCOUNT IS NOT IN DEFAULT

Subtotal	\$884.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$884.00

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 3/2/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Set ARV Cage on Greenfield, anchored and met with the Town of Gilbert to lock it up. Completed landscape restoration in that area and removed barricades 100%.

Adjusted 4 manhole grade rings and poured MAG AA mix.

LOCATION OF WORK PERFORMED:

Greenfield (STA 218+45)

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
3/2/2023	F250 Pickup (2)	16	\$ 36.13	\$578.08
3/2/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
3/2/2023	F450 Form Truck	8	\$ 79.62	\$636.96
3/2/2023	Peterbilt 378 Dump Truck	2	\$ 76.82	\$153.64
3/2/2023	Interstate 40DLA Trailer	2	\$ 39.02	\$78.04
				\$0.00
EQUIPMENT SUBTOTAL				\$2,188.40
LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
3/2/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
3/2/2023	Lead Pipe Layer - Jerson Contreras	8	\$ 49.95	\$399.60
3/2/2023	Pipe Layer - Gustavo Sida	8	\$ 43.46	\$347.68
3/2/2023	Operator - Wayne Pitts	2	\$ 45.35	\$90.70
3/2/2023	Foreman - Carlos Lopez	8	\$ 65.79	\$526.32
3/2/2023	Carpenter - Carlos Rodriguez	8	\$ 45.35	\$362.80
3/2/2023	Skilled Laborer - Ariel Avalos	8	\$ 40.18	\$321.44
3/2/2023	Carpenter - Uriel Avalos Hernandez	8	\$ 45.35	\$362.80
3/2/2023	Carpenter - Daniel Ortiz	8	\$ 45.35	\$362.80
3/2/2023	Carpenter - Roberto Sandoval-Tepox	8	\$ 45.35	\$362.80
				\$0.00
LABOR & FRINGE TOTAL				\$3,663.26
MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
MATERIAL SUBTOTAL				\$0.00
SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBCONTRACTOR SUBTOTAL				\$0.00
SUMMARY				
TOTAL EQUIPMENT.....				\$2,188.40
TOTAL LABOR.....				\$3,663.26
TOTAL MATERIALS.....				\$0.00
TOTAL SUBCONTRACTOR.....				\$0.00
TOTAL COST.....				\$5,851.66

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 3/6/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Set ARV Cage on Greenfield, anchored and met with the Town of Gilbert to lock it up. Completed landscape restoration in that area and removed barricades 100%.

Adjusted 4 manhole grade rings and poured MAG AA mix.

LOCATION OF WORK PERFORMED:

Greenfield (STA 218+45)

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
3/6/2023	F250 Pickup (1)	8	\$ 36.13	\$289.04
3/6/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
				\$0.00
EQUIPMENT SUBTOTAL				\$1,030.72
LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
3/6/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
3/6/2023	Operator - Terry Chaudoin	8	\$ 53.51	\$428.08
3/6/2023	Lead Pipe Layer - Jerson Contreras	8	\$ 49.95	\$399.60
3/6/2023	Pipe Layer - Gustavo Sida	8	\$ 43.46	\$347.68
3/6/2023	Pipe Layer - Jose Leyva	8	\$ 43.46	\$347.68
3/6/2023	Skilled Laborer - Agustin Montoya	8	\$ 40.18	\$321.44
				\$0.00
LABOR & FRINGE TOTAL				\$2,370.80
MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
MATERIAL SUBTOTAL				\$0.00
SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBCONTRACTOR SUBTOTAL				\$0.00
SUMMARY				
TOTAL EQUIPMENT.....				\$1,030.72
TOTAL LABOR.....				\$2,370.80
TOTAL MATERIALS.....				\$0.00
TOTAL SUBCONTRACTOR.....				\$0.00
TOTAL COST.....				\$3,401.52

T&M COST BREAKDOWN

PROJECT: Zone 1 Transmission Main Assessment & Rehab
 OWNER: Town of Gilbert
 PROJECT# WA1546

DATE: 3/13/2023

ITEM NO: Town-Controlled Allowance

DESCRIPTION:

Restored Freestone Park Pathway, which we were waiting to dry out from the recent rainstorms. Restored trail DG to original condition. Checked Greenfield as well and swept all three areas to make sure all traffic control and portable toilets had been picked up.

LOCATION OF WORK PERFORMED:

Multiple - Freestone Park & Greenfield

EQUIPMENT				
DATE	DESCRIPTION	HRs	RATE	TOTAL
3/13/2023	F250 Pickup (1)	8	\$ 36.13	\$289.04
3/13/2023	CAT 420F Backhoe	8	\$ 92.71	\$741.68
				\$0.00
EQUIPMENT SUBTOTAL				\$1,030.72
LABOR				
DATE	DESCRIPTION	HRs	RATE	TOTAL
3/13/2023	Foreman - Mike Chaudoin	8	\$ 65.79	\$526.32
3/13/2023	Operator - Terry Chaudoin	8	\$ 53.51	\$428.08
3/13/2023	Lead Pipe Layer - Jerson Contreras	8	\$ 49.95	\$399.60
3/13/2023	Pipe Layer - Gustavo Sida	8	\$ 43.46	\$347.68
3/13/2023	Pipe Layer - Jose Leyva	8	\$ 43.46	\$347.68
3/13/2023	Skilled Laborer - David Westholm	8	\$ 40.18	\$321.44
3/13/2023	Skilled Laborer - Michael Brown	8	\$ 40.18	\$321.44
3/13/2023	Skilled Laborer - Agustin Montoya	8	\$ 40.18	\$321.44
				\$0.00
LABOR & FRINGE TOTAL				\$3,013.68
MATERIALS				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
MATERIAL SUBTOTAL				\$0.00
SUBCONTRACTOR				
DATE	DESCRIPTION	QTY	PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBCONTRACTOR SUBTOTAL				\$0.00
SUMMARY				
TOTAL EQUIPMENT.....				\$1,030.72
TOTAL LABOR.....				\$3,013.68
TOTAL MATERIALS.....				\$0.00
TOTAL SUBCONTRACTOR.....				\$0.00
TOTAL COST.....				\$4,044.40



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Brielle Atlasman, Sr. Project Manager, 293-3164

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: **WW1248 - Approve GMP No. 1 with Archer Western**

STRATEGIC INITIATIVE: Exceptional Built Environment

Maintaining collections system critical infrastructure with non-corrodible materials provides reliable service and reduces costly repairs.

RECOMMENDED MOTION

A motion to approve Contract No. 323000357 with Archer Western Construction to provide construction services in an amount not to exceed \$4,883,748.00 for CIP Project Number WW1248 Manhole Rehabilitation Phase 2 and authorize Mayor to sign the required documents.

BACKGROUND/DISCUSSION

Town of Gilbert Wastewater Division staff conduct regular inspections of the critical infrastructure that serves the community. Routine inspections identified more than 120 manholes located on major collections systems pipelines in Gilbert that are in need of imminent repairs. There are over 22,000 manholes in the Gilbert Wastewater collections system, as such these needed repairs represent approximately 0.5% of the total manhole inventory.

This project is Phase 2 of the Manhole Rehabilitation efforts through rehabilitation of degrading sanitary sewer manhole benches, chimney, and cone sections on the areas north of the SR202. The project focuses on addressing corrosion-related impacts through the use of inert materials and providing for long-term structural integrity. GMP No. 1 will address 64 manholes and future GMPs will address the remaining manholes when funding is available.

The Construction Manager at Risk (CM@R), Archer Western Construction, was chosen to perform construction services through a request for qualifications (RFQ) process.

The contract was reviewed for form by Deputy Town Attorney John Baird.

The contract was reviewed by Purchasing Manager Jim Campion.

FINANCIAL IMPACT

WW1248 is included in the FY2023-2032 Capital Improvement Plan and is funded by the Wastewater Replacement Fund. Sufficient budget is available in the project for the proposed contract.

Funding Allocation

- WW1248.ConstMgt.External
 - Contract No. 323000357 \$4,883,748.00 Archer Western Pending

The financial impact was reviewed by Christopher Scott, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends approval of the contracts as presented herein.

Respectfully submitted,

Brielle Atlasman
Sr. Project Manager

Approved By

Approval Date

Susanna Struble
Susanna Struble
Jessica Marlow
John Baird
Christopher Scott

4/12/2023 6:23:14 PM
4/12/2023 6:23:17 PM
4/13/2023 7:03:25 AM
4/13/2023 4:51:56 PM
4/18/2023 8:12:02 AM

**CONSTRUCTION SERVICES CONTRACT
FOR CONSTRUCTION MANAGER AT RISK (CM@R) PROJECT**

Project: Manhole Rehabilitation Phase 2
CIP No.: WW1248
Contract No.: 323000357
Date: May 2, 2023

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2. Construction Services_____	1
3. Town of Gilbert Project Manager_____	2
4. Contract Time_____	2
5. Liquidated and Special Damages_____	3
6. Contract Price_____	3
7. CM@R Representatives_____	4
8. Contract Documents_____	5
9. Miscellaneous_____	5
Signature Page_____	7

**CONSTRUCTION SERVICES CONTRACT
FOR CONSTRUCTION MANAGER AT RISK (CM@R) PROJECT**

THIS CONTRACT is made this 2 day of May, 2023, by and between the Town of Gilbert, a municipal corporation (“GILBERT”) and Archer Western Construction, LLC (“CM@R”).

GILBERT and CM@R, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 CM@R - FIDUCIARY DUTY

- 1.1 This is a contract for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@R has participated in the design process, but not as a designer, and been an active member of the Project Team and is fully aware of the issues and constraints involved in this construction project.
- 1.2 CM@R is GILBERT’s fiduciary responsible for undertaking all necessary action contemplated under the contract documents to construct the Project and ensure timely and quality completion of the project at a cost within the Guaranteed Maximum Price (GMP).
- 1.3 This project is an “open book” project. GILBERT is entitled to attend any and all meetings, and GILBERT shall have access to any and all records of CM@R or maintained by CM@R relating to the Project.

2.0 CONSTRUCTION SERVICES

- 2.1 The definitions set forth in the Construction Manager at Risk Pre-Construction Services Contract dated April 4, 2023 shall apply in addition to definitions set forth in the General Conditions and Supplementary Conditions for construction services.
- 2.2 CM@R shall complete all work as specified or indicated in the Contract Documents. The work is known as and is hereinafter referred to as the Manhole Rehabilitation Phase 2 Project and is generally described as follows: Complete Rehabilitation of the manholes identified by Waste Water Staff via inert inserts or lining in accordance with the Contract Documents. The full scope of work is described in detail in the Contract Documents.
- 2.3 CM@R shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

3.0 TOWN OF GILBERT PROJECT MANAGER

GILBERT has appointed a Project Manager/Construction Manager (PM/CM) to manage this Project and to represent GILBERT on the Project site. GILBERT’s PM/CM will assume all

duties and responsibilities and will have all rights and authority assigned to GILBERT PM/CM in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

GILBERT'S PM/CM for this Project is Burgess & Niple, Inc.

4.0 CONTRACT TIME

- 4.1 CM@R shall submit to GILBERT, on or before the effective date of this Contract, a Critical Path Method (CPM) Construction Progress Schedule in Primavera compatible format, resource and cost loaded, indicating the times for starting and completing the various stages and Construction Phases of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted to accurately reflect plans for completion of the work, but no less frequently than monthly.
- 4.2 Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Completion and readiness for final payments as stated in the Contract Documents, are of the essence of the Contract.
- 4.3 The Work shall be substantially complete within 140 working days after the date when the Contract Times commence to run as provided in the Notice to Proceed, and all Work shall be finally completed and ready for final payment in accordance with the Notice to Proceed within 140 working days after the date when the Contract Times commences to run. The Work may be divided into separate Construction Phases and the Contract Time for a Construction Phase will be set forth in the Construction Phase Notice to Proceed.
- 4.4 Failure of CM@R to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Contract entitling GILBERT to terminate the Contract unless CM@R applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.
- 4.5 Failure of GILBERT to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CM@R's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.
- 4.6 GILBERT's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CM@R to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling GILBERT to all the remedies set forth herein or provided by law.

5.0 LIQUIDATED AND SPECIAL DAMAGES

- 5.1 It is hereby agreed that the amounts per day set forth herein in paragraph 5.1.1 are reasonable estimates of such liquidated damages and that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by GILBERT, and CM@R agrees to pay such liquidated damages as herein provided.
- 5.1.1 GILBERT and CM@R recognize that time is of the essence for this Contract and that GILBERT will suffer financial loss, in addition to and apart from the costs described in Paragraph 5.2, if the Work and/or portions of the Work are not performed and completed within the times specified in Section 4, plus any extensions thereof allowed in accordance within the Contract Documents. GILBERT and CM@R also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by GILBERT if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, GILBERT and CM@R agree that as liquidated damages for delay (but not as a penalty) CM@R shall pay GILBERT liquidated damages per MAG Section 108.9 for each working day that expires after the time specified in Section 4 for substantial completion, until the Work is substantially complete. After Substantial Completion, if CM@R shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by GILBERT, CM@R shall pay liquidated damages per MAG Section 108.9 for each working day that expires after the time specified in Section 5 for final completion and readiness for final payment.
- 5.2 Special Damages: In addition to the amounts provided for liquidated damages, CM@R shall pay GILBERT the actual costs reasonably incurred by GILBERT for GILBERT's PM/CM, the Project Engineer and for engineering and inspection forces employed on the Work for each working day that expires after the time specified in Section 3 for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is \$140.00 per hour. ~~The rate for the work by the Project Engineer for this Contract is \$ _____. per hour.~~ The rate for work by GILBERT's PM/CM is \$210.00 per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours.
- 5.3 GILBERT may withhold and deduct from any payment due to CM@R the amount of liquidated damages, special damages, and other costs, such as CM@R's failed testing costs or damages to other GILBERT property, from any moneys due CM@R under the Contract.

6.0 CONTRACT PRICE

GILBERT shall pay CM@R for completion of the Work in accordance with the Contract Documents, an amount in current funds not to exceed the sum of four million eight hundred eighty-three thousand seven hundred forty-eight dollars and no cents (\$4,883,748.00) as more specifically set forth in Exhibit B – Guaranteed Maximum Price (GMP) Proposal of the CM@R Pre-construction Services Contract (including Cost Model Form CIP4.4) and incorporated herein by reference. If the Work is to be performed in Construction Phases, the Contract Price for each Construction Phase will be set forth in the Construction Phase Notice to Proceed.

7.0 CM@R REPRESENTATIONS

As part of the inducement for GILBERT to enter into this Contract, CM@R makes the following representations:

- 7.1 CM@R was a member of the Project Team for this Project and participated in and provided recommendations concerning the Contract Documents and Project Design.
- 7.2 CM@R has examined and carefully studied the Contract Documents (including any Addenda) and other related data, including “technical data” and all federal, state and local laws, ordinances, standards, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.3 CM@R has obtained and carefully studied (or assumes responsibility for having done so) the reports of investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) and the drawings of physical conditions in or relating to existing surface or subsurface structures, at or contiguous to the site or otherwise which may affect costs, progress, performance or furnishing all the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CM@R and safety precautions and programs incident thereto. CM@R acknowledges that such reports and drawings are not Contract Documents and may not be complete for CM@R’s purposes. CM@R acknowledges that GILBERT and GILBERT’s PM/CM do not assume responsibility for the accuracy or completeness of information and data shown or indicated therein within respect to Underground Facilities at or contiguous to the site. CM@R acknowledges full responsibility for locating and resolving any conflicts with any Underground Facilities.
- 7.4 CM@R has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.5 CM@R has made or caused to be made examinations, investigations, tests, studies and related data as he deems necessary, and CM@R does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.6 CM@R has correlated the information known to CM@R, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, reports, and data, with the terms and conditions of the Contract Documents.
- 7.7 CM@R has given GILBERT’s PM/CM written notice of all conflicts, errors, or discrepancies that CM@R has discovered in the Contract Documents, and the written resolution thereof by GILBERT is acceptable to CM@R, and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. CM@R assumes full responsibility and liability for any conflicts, errors or discrepancies in the Contract Documents, including, but not limited to, the specifications, design and engineering

for the project, for which written notice has not been provided and which a reasonable CM@R, participating in the design process as the Construction Manager at Risk would have discovered.

8.0 CONTRACT DOCUMENTS

The following documents are pertinent to the Project. (Place N/A in the blanks which are not applicable to this Contract):

- 8.1 The Contract (pages 1 to 9 inclusive).
- 8.2 Addenda consisting of Numbers N/A.
- 8.3 The project Specifications dated N/A.
- 8.4 The project Drawings comprised of a set entitled N/A.
- 8.5 Performance Bond (pages H-1 and H-2) and Payment Bond (pages I-1 and I-2).
- 8.6 The approved CPM Construction Schedule dated March 23, 2023.
- 8.7 The project General Conditions (pages 1 to 63, inclusive).
- 8.8 The project Supplementary Conditions N/A.
- 8.9 Notice to Proceed dated TBD.
- 8.10 CM@R's Guaranteed Maximum Price (GMP) dated March 23, 2023 (pages 1 to 158) inclusive.
- 8.11 CM@R's List of Subcontractors (Exhibit E, inclusive).
- 8.12 CM@R's Schedule of Manufacturers and Suppliers of Major Equipment and Material Items (Exhibit E).
- 8.13 The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:
 - A. Written Attachments
 - B. Work Change Directives
 - C. Change Order(s)
 - D. Construction Phase Authorization(s)

9.0 MISCELLANEOUS

- 9.1 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

- 9.2 GILBERT and CM@R each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in these Contract Documents.
- 9.3 Immigration Law Compliance Warranty:
- 9.3.1 As required by A.R.S. § 41-4401, CM@R hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CM@R further warrants that after hiring an employee, CM@R verifies the employment eligibility of the employee through the E-Verify program.
- 9.3.2 If CM@R uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.
- 9.3.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. CM@R is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. CM@R shall not be deemed in material breach of this Contract if the CM@R and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).
- 9.3.4 Gilbert retains the legal right to inspect the papers of any CM@R or subcontractor employee who works on the Contract to ensure that the CM@R or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.
- 9.3.5 If state law is amended, the parties may modify this paragraph consistent with state law.
- 9.4 Equal Treatment of Workers: CM@R shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Work. CM@R shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). CM@R shall protect and indemnify GILBERT and its representatives against any claim or liability arising from or based on the violation of such, whether by CM@R or its employees.
- 9.5 Israel. CM@R certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

9.6 Uyghurs. In accordance with Arizona Revised Statutes § 35-394, CM@R hereby certifies and agrees that CM@R does not currently and shall not for the duration of this Contract use 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If CM@R becomes aware during the term of this Contract that CM@R is not in compliance with this Section, then CM@R shall notify Gilbert within five (5) business days after becoming aware of such noncompliance. If CM@R does not provide Gilbert with written certification that CM@R has remedied such noncompliance within one hundred eighty (180) days after notifying Gilbert of such noncompliance, this Contract shall terminate, except that if the Contract termination date occurs before the end of such one hundred eighty (180) day remedy period, this Contract shall terminate on such contract termination date.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

TOWN OF GILBERT

By: _____
Brigitte Peterson, Mayor

ATTEST:

Chaveli Herrera
Town Clerk

APPROVED AS TO FORM:

Christopher W. Payne
Town Attorney

CONSTRUCTION MANAGER AT RISK



By: Daniel P. Walsh

Title: President



April 6, 2023

WW1248 Manhole Rehabilitation Phase 2

Cover Letter – Construction Phase Scope

Archer Western is please to submit to the Town of Gilbert the following documents:

- EXHIBIT A Hourly Rate Schedule
- EXHIBIT B Guaranteed maximum Price Proposal
- EXHIBIT C Total Project cost
- EXHIBIT D Project Description
- EXHIBIT E Subcontractor List
- EXHIBIT F Suppliers
- EXHIBIT G Cost Estimate Development Log

Hourly Rate Schedule (CM@R)		Exhibit
A-1		

Position	Direct Labor	Labor Rate
Project Director	\$97.00	\$170.40
Project Manager	\$87.00	\$153.90
Assistant Project Manager	\$49.00	\$91.20
Project Engineer	\$44.00	\$82.95
Superintendent	\$68.00	\$122.55
Traffic Control Coordinator	\$45.00	\$84.60
Administrative Assistant	\$26.00	\$53.25



April 6, 2023

WW1248 Manhole Rehabilitation Phase #2 – Revision # 1

EXHIBIT B Guaranteed Maximum Price (GMP) Cost Proposal and Clarifications.

The scope of work for this GMP includes:

Rehabilitation of existing TOG Manholes throughout the Town of Gilbert
Rehabilitation work will include asphalt demo & replace, polymer concrete manhole inserts, removal and replacement of existing coatings, and other modifications as required per each manhole location and as detailed in each individual manhole estimate form.

CLARIFICATIONS:

INCLUSIONS

- Polymer Concrete manhole risers at locations not receiving full coating rehab
- JPCI Manhole Inserts at select locations as confirmed with TOG
- Full coating rehab at select manholes as determined by TOG
- Traffic Control at all locations
- Asphalt, Collar, TOG CAP Lids and Lad Tech Rings at all Locations
- Striping as required
- All required spark testing
- Concrete curb & gutter replacement as indicated on the manhole matrices
- Landscape repair at locations identified on the manhole matrices
- 1 Sack slurry backfill of annular space between new & existing MH and excavated areas
- ADA ramps only where indicated on the manhole matrices
- Line cleaning where indicated on MH Matrices
- T-Lock removal where indicated on MH Matrices
- Soft dig for utility conflicts up to 3 manhole locations
- Large diameter pipe plugs only where indicated on MH Matrices
- Removal of trees where indicated on MH Matrices

EXCLUSIONS

- Micro seal
- Highline bypassing
- Tree replacement
- Utility pole relocation
- Hard rock excavation
- Underground utility relocation
- Any unforeseen condition not specifically included above or listed in the MH matrices
- Any existing decomposed granite replacement, landscape plants replacement, replacement trees, etc. are not included.

EXHIBIT B - CM@R GMP COST MODEL

Project Name: Manhole Rehabilitation Phase 2

Date: 4/4/2023

Project Location: Town of Gilbert

CIP Project No: WW1248

Contract No: TBD

A. Direct Costs:

	Amount
A1 Labor and Burden	\$ 368,816
A2 Equipment (Owned and Rented)	\$ 508,726
A3 Material, Supplies, and Fees	\$ 1,063,181
A4 Subcontracts	\$ 1,533,112
A5 Allowances & Contingencies	\$ 78,532

A. - Total of Direct Costs: \$ 3,552,367

B. General Conditions:

15.09% \$ 631,105.00

Subtotal 1 (Cost Of The Work) \$ 4,183,472

C. Contractor's Fee:

9.22% \$ 385,519

Subtotal 2 \$ 4,568,991

D. Bonds and Insurance Allowances:

D1 Bonds	0.70%	\$ 31,460
D2 Insurance	1.06%	\$ 47,639

D. - Bonds & Insurance Allowance Total: \$ 79,099

Subtotal 3 26.06% \$ 4,648,090

E. Sales Tax

E1 Sales Tax	5.07%	\$ 235,658
E2 Tax Credits		\$ -

E. - Sales Tax Total: \$ 235,658

F. GMP Proposal: \$ 4,883,748

G. Preconstruction Services: \$ 49,209

H. Previous GMP's: \$ -

I. Total Project Cost \$ 4,932,957

NOTES:

1. **Contractor to fill in highlighted areas only:**
 - a. Direct Costs (A) to be completed as the cost estimate is developed.
 - b. Indirect Cost (B, C and D) percentages to be established during preconstruction phase negotiations.

2. **Formulas Used in Calculations:**

Subtotal 1 = A + B
 Contractor's Fee (C) = C Percentage x Subtotal 1
 Subtotal 2 = C + Subtotal 1
 Bond & Insurance Allowances = D Percentages x Subtotal 2
 Subtotal 3 = D + Subtotal 2
 Sales Tax (E1) = Subtotal 3 x 5.07%
 GMP Proposal (F) = Subtotal 3 + E
 Preconstruction Services (G) is Contractor's costs associated with that phase.
 Previous GMP's (H) includes total cost of previous approved GMP's
 Total Project Cost (I) = F + G + H

(Individual Manhole Breakdown Cost)



WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: Archer Western Construction

Contract Type: CMAR	Town Project No.:
Job Order No.: 	Contractors Job No.:
Town Project Mgr.: 	Prepared By:
Fee Type: 	Date:
Location: Higley Rd southbound in LH turn lane; 310 ft south of Chandler Heights intersection	Revision: 0
Town Project Title: 	

Description of Work to be Performed (supporting information attached): MH 128170
Depth: 25'-3 1/2"
Additional work: 20 LF curb & gutter; median pavers; possible cop (310' from) Chandler Heights intersection

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Reach Forklift	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
		-	Subtotal Equipment Cost (B)		\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 22,677.00	\$ 22,677.00
Slurry (Calportland)	CY	12.00		\$ 144.00	\$ 1,728.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	2.00		\$ 20.00	\$ 40.00
			Subtotal Material Cost (C)		\$ 26,276.59

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar; 20 LF curb & gutter		\$ 5,779.00
Aguilar	Traffic control		\$ 17,758.97
Southwest Coating	Coat base		\$ 6,000.00
Franklin Striping (striping)			\$ 119.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
		Subtotal Subcontractors & Consultants (D)	\$ 31,007.97

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
		Subtotal Rental Equipment (E)	\$ 546.00

	Total	\$ 71,695.76
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Chandler Heights Rd. - Between Higley and Fawn Ave. (In the Eastbound Lane)	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 126721
 Depth: 21'-4"
 Additional work: 8" drop @ 13'-7" TOP

SECTION A: LABOR (inclusive of burden)			Labor Cost	
Position	Unit	Quantity		Total
CDL Truck Driver	Hours	17.00	\$ 48.70	\$ 827.90
Foreman	Hours	17.00	\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00	\$ 43.30	\$ 1,472.20
Operator	Hours	34.00	\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00	\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.				\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)			Equipment Cost	
Item	Unit	Quantity	Unit Price	Total
Backhoe - CAT 420F	Hours	17.00	\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00	\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00	\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00	\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00	\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00	\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00	\$ 17.00	\$ 289.00
Subtotal Equipment Cost (B)				\$ 7,689.10

SECTION C: MATERIALS			Material Cost	
Item	Unit	Quantity	Unit Price	Total
Armorock	LS	1.0	\$ 19,974.00	\$ 19,974.00
Slurry (AZ Materials)	CY	12.00	\$ 144.00	\$ 1,728.00
Euclid Grout	EA	16.00	\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98	\$ 20.00	\$ 39.60
Subtotal Material Cost (C)				\$ 23,573.19

SECTION D: SUBS & CONSULTANTS		Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company			
ALK Asphalt		Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00
Aguilar		Traffic control	\$ 7,872.67
Southwest Coating		Coat base	\$ 6,000.00
Franklin Striping (striping)			\$ 119.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
Subtotal Subcontractors & Consultants (D)			\$ 19,742.67

SECTION E: RENTAL EQUIPMENT		Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company			
National Trench Safety		Shoring Cylinders	\$ 278.00
		Road Plates	\$ 268.00
Subtotal Rental Equipment (E)			\$ 546.00

			Total	\$ 57,727.06
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: Archer Western Construction

Contract Type: CMAR	Town Project No.:
Job Order No.: 	Contractors Job No.:
Town Project Mgr.: 	Prepared By:
Fee Type: 	Date:
Location: Chandler Heights Rd. - Between Higley and Fawn Ave. (In the Eastbound Lane)	Revision: 0
Town Project Title: 	

Description of Work to be Performed (supporting information attached): MH 126720
Depth: 19'-8"
No additional work

SECTION A: LABOR (inclusive of burden)			Labor Cost	
Position	Unit	Quantity		Total
CDL Truck Driver	Hours	17.00	\$ 48.70	\$ 827.90
Foreman	Hours	17.00	\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00	\$ 43.30	\$ 1,472.20
Operator	Hours	34.00	\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00	\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.				\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)			Equipment Cost	
Item	Unit	Quantity	Unit Price	Total
Backhoe - CAT 420F	Hours	17.00	\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00	\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00	\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00	\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00	\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00	\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00	\$ 17.00	\$ 289.00
-			Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS			Material Cost	
Item	Unit	Quantity	Unit Price	Total
Armorock	LS	1.0	\$ 17,461.00	\$ 17,461.00
Slurry (AZ Materials)	CY	12.00	\$ 144.00	\$ 1,728.00
Euclid Grout	EA	16.00	\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98	\$ 20.00	\$ 39.60
			Subtotal Material Cost (C)	\$ 21,060.19

SECTION D: SUBS & CONSULTANTS		Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company			
ALK Asphalt		Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00
Aguilar		Traffic control	\$ 7,872.67
Southwest Coating		Coat base	\$ 6,000.00
Franklin Striping (striping)			\$ 119.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
		Subtotal Subcontractors & Consultants (D)	\$ 19,742.67

SECTION E: RENTAL EQUIPMENT		Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company			
National Trench Safety		Shoring Cylinders	\$ 278.00
		Road Plates	\$ 268.00
		Subtotal Rental Equipment (E)	\$ 546.00

						Total	\$ 55,214.06
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type: **CMAR** Town Project No.: _____
 Job Order No.: _____ Contractors Job No.: _____
 Town Project Mgr.: _____ Prepared By: _____
 Fee Type: _____ Date: _____
 Location: **Chandler Heights Rd. - Between Higley and Fawn Ave. (In the Eastbound Lane)** Revision: **0**
 Town Project Title: _____

Description of Work to be Performed (supporting information attached): **MH 126719**
Depth: 18'-10"
no additional work

SECTION A: LABOR (inclusive of burden)			Labor Cost	
Position	Unit	Quantity		Total
CDL Truck Driver	Hours	17.00	\$ 48.70	\$ 827.90
Foreman	Hours	17.00	\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00	\$ 43.30	\$ 1,472.20
Operator	Hours	34.00	\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00	\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.				\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)			Equipment Cost	
Item	Unit	Quantity	Unit Price	Total
Backhoe - CAT 420F	Hours	17.00	\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00	\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00	\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00	\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00	\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00	\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00	\$ 17.00	\$ 289.00
		-		Subtotal Equipment Cost (B) \$ 7,689.10

SECTION C: MATERIALS			Material Cost	
Item	Unit	Quantity	Unit Price	Total
Armorock	LS	1.0	\$ 16,894.00	\$ 16,894.00
Slurry (AZ Materials)	CY	10.50	\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00	\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98	\$ 20.00	\$ 39.60
				Subtotal Material Cost (C) \$ 20,277.19

SECTION D: SUBS & CONSULTANTS		Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company			
ALK Asphalt		Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00
Aguilar		Traffic control	\$ 5,249.00
Southwest Coating		Coat base	\$ 6,000.00
Franklin Striping (striping)			\$ 119.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
		Subtotal Subcontractors & Consultants (D)	\$ 17,119.00

SECTION E: RENTAL EQUIPMENT		Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company			
National Trench Safety		Shoring Cylinders	\$ 278.00
		Road Plates	\$ 268.00
		Subtotal Rental Equipment (E)	\$ 546.00

					Total	\$ 51,807.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Chandler Heights Rd. - Between Higley and Fawn Ave. (In the Eastbound Lane)	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 126718
Depth: 17'-11"
No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 16,315.00	\$ 16,315.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 19,698.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost	
Company					
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00	
Aguilar			Traffic control	\$ 5,249.00	
Southwest Coating			Coat base	\$ 6,000.00	
Franklin Striping (striping)				\$ 119.00	
Viasun (Crack seal)				\$ 267.00	
A-Core (Sawcutting)				\$ 234.00	
Bryco Milling (Milling)				\$ 850.00	
				Subtotal Subcontractors & Consultants (D)	\$ 17,119.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost	
Company					
National Trench Safety			Shoring Cylinders	\$ 278.00	
			Road Plates	\$ 268.00	
				Subtotal Rental Equipment (E)	\$ 546.00

				Total	\$ 51,228.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Chandler Heights Rd. - Between Higley and Fawn Ave. (In the Eastbound Lane)	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): **MH 126717**
Depth: 16'-7"
No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 15,748.00	\$ 15,748.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 19,131.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost	
Company					
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00	
Aguilar			Traffic control	\$ 5,249.00	
Southwest Coating			Coat base	\$ 6,000.00	
Franklin Striping (striping)				\$ 119.00	
Viasun (Crack seal)				\$ 267.00	
A-Core (Sawcutting)				\$ 234.00	
Bryco Milling (Milling)				\$ 850.00	
				Subtotal Subcontractors & Consultants (D)	\$ 17,119.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost	
Company					
National Trench Safety			Shoring Cylinders	\$ 278.00	
			Road Plates	\$ 268.00	
				Subtotal Rental Equipment (E)	\$ 546.00

				Total	\$ 50,661.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Chandler Heights Rd. - 2 manholes west of Recker	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 126744
 Depth: 11'-7"
 No additional work.

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
		-	Subtotal Equipment Cost (B)		\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 11,565.00	\$ 11,565.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
			Subtotal Material Cost (C)		\$ 14,948.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company				
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00
Aguilar			Traffic control	\$ 5,249.00
Southwest Coating			Coat base	\$ 6,000.00
Franklin Striping (striping)				\$ 119.00
Viasun (Crack seal)				\$ 267.00
A-Core (Sawcutting)				\$ 234.00
Bryco Milling (Milling)				\$ 850.00
			Subtotal Subcontractors & Consultants (D)	\$ 17,119.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company				
National Trench Safety			Shoring Cylinders	\$ 278.00
			Road Plates	\$ 268.00
			Subtotal Rental Equipment (E)	\$ 546.00

					Total	\$ 46,478.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: Archer Western Construction

Contract Type: CMAR	Town Project No.:
Job Order No.: 	Contractors Job No.:
Town Project Mgr.: 	Prepared By:
Fee Type: 	Date:
Location: Chandler Heights Rd. & Recker	Revision: 0
Town Project Title: 	

Description of Work to be Performed (supporting information attached): MH 126743
Depth: 12'-0 1/2"
Additional work: 2.5' grade ring

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
Subtotal Equipment Cost (B)					\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 11,099.00	\$ 11,099.00
Slurry (AZ Materials)	CY	14.00		\$ 144.00	\$ 2,016.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
Subtotal Material Cost (C)					\$ 14,986.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 5,249.00
Southwest Coating	Coat base		\$ 6,000.00
Franklin Striping (striping)			\$ 119.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
Subtotal Subcontractors & Consultants (D)			\$ 17,119.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
Subtotal Rental Equipment (E)			\$ 546.00

						Total	\$ 46,516.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Chander Heights Rd. - 1 manhole west of Recker	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 135723
 Depth: 11'-6"
 Additional work: striping suicide lane

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 11,565.00	\$ 11,565.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 14,948.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost	
Company					
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00	
Aguilar			Traffic control	\$ 5,249.00	
Southwest Coating			Coat base	\$ 6,000.00	
Franklin Striping (striping)				\$ 119.00	
Viasun (Crack seal)				\$ 267.00	
A-Core (Sawcutting)				\$ 234.00	
Bryco Milling (Milling)				\$ 850.00	
				Subtotal Subcontractors & Consultants (D)	\$ 17,119.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost	
Company					
National Trench Safety			Shoring Cylinders	\$ 278.00	
			Road Plates	\$ 268.00	
				Subtotal Rental Equipment (E)	\$ 546.00

				Total	\$ 46,478.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: Archer Western Construction

Contract Type: CMAR	Town Project No.:
Job Order No.: 	Contractors Job No.:
Town Project Mgr.: 	Prepared By:
Fee Type: 	Date:
Location: Chandler Heights Rd. - 2 manholes east of Recker (In the suicide lane)	Revision: 0
Town Project Title: 	

Description of Work to be Performed (supporting information attached):

MH 126741	
Depth: 12'-8"	
Additional work: 2' grade ring	

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	25.00		\$ 48.70	\$ 1,217.50
Foreman	Hours	25.00		\$ 69.75	\$ 1,743.75
Laborers	Hours	50.00		\$ 43.30	\$ 2,165.00
Operator	Hours	50.00		\$ 54.10	\$ 2,705.00
Pipelayer	Hours	25.00		\$ 50.05	\$ 1,251.25
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 9,082.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	25.00		\$ 85.09	\$ 2,127.25
Dump Truck - (12 CY)	Hours	25.00		\$ 117.38	\$ 2,934.50
Excavator - CAT 315	Hours	25.00		\$ 139.72	\$ 3,493.00
Skid Steer - CAT 248B	Hours	25.00		\$ 64.11	\$ 1,602.75
Transport Trailer	Hours	25.00		\$ 5.00	\$ 125.00
Truck - Manager (Heavy) F-250	Hours	50.00		\$ 12.00	\$ 600.00
Truck Crew - (Heavy) F-350	Hours	25.00		\$ 17.00	\$ 425.00
-			Subtotal Equipment Cost (B)		\$ 11,307.50

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 12,132.00	\$ 12,132.00
Slurry (AZ Materials)	CY	14.00		\$ 144.00	\$ 2,016.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
-			Subtotal Material Cost (C)		\$ 16,019.19

SECTION D: SUBS & CONSULTANTS		Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company			
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar	\$	4,400.00
Aguilar	Traffic control	\$	5,277.00
Southwest Coating	Coat base	\$	6,000.00
Franklin Striping (striping)		\$	119.00
Viasun (Crack seal)		\$	400.00
A-Core (Sawcutting)		\$	250.00
Bryco Milling (Milling)		\$	850.00
-		Subtotal Subcontractors & Consultants (D)	\$ 17,296.00

SECTION E: RENTAL EQUIPMENT		Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company			
National Trench Safety	Shoring Cylinders	\$	278.00
	Road Plates	\$	268.00
-		Subtotal Rental Equipment (E)	\$ 546.00

		Total	\$ 54,251.19
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Chandler Heights Rd. - 1 manhole east of Recker	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 126742
 Depth: 12'-4"
 Additional work: 2' grade ring

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	25.00		\$ 48.70	\$ 1,217.50
Foreman	Hours	25.00		\$ 69.75	\$ 1,743.75
Laborers	Hours	50.00		\$ 43.30	\$ 2,165.00
Operator	Hours	50.00		\$ 54.10	\$ 2,705.00
Pipelayer	Hours	25.00		\$ 50.05	\$ 1,251.25
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 9,082.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	25.00		\$ 85.09	\$ 2,127.25
Dump Truck - (12 CY)	Hours	25.00		\$ 117.38	\$ 2,934.50
Excavator - CAT 315	Hours	25.00		\$ 139.72	\$ 3,493.00
Skid Steer - CAT 248B	Hours	25.00		\$ 64.11	\$ 1,602.75
Transport Trailer	Hours	25.00		\$ 5.00	\$ 125.00
Truck - Manager (Heavy) F-250	Hours	50.00		\$ 12.00	\$ 600.00
Truck Crew - (Heavy) F-350	Hours	25.00		\$ 17.00	\$ 425.00
				Subtotal Equipment Cost (B)	\$ 11,307.50

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 12,132.00	\$ 12,132.00
Slurry (AZ Materials)	CY	14.00		\$ 144.00	\$ 2,016.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 16,019.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost	
Company					
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00	
Aguilar			Traffic control	\$ 5,277.00	
Southwest Coating			Coat base	\$ 6,000.00	
Franklin Striping (striping)				\$ 119.00	
Viasun (Crack seal)				\$ 400.00	
A-Core (Sawcutting)				\$ 250.00	
Bryco Milling (Milling)				\$ 850.00	
				Subtotal Subcontractors & Consultants (D)	\$ 17,296.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost	
Company					
National Trench Safety			Shoring Cylinders	\$ 278.00	
			Road Plates	\$ 268.00	
				Subtotal Rental Equipment (E)	\$ 546.00

				Total	\$ 54,251.19
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	S Greenfield number 1 lane northbound @ E Walnut Ct; 800 ft south of Queen Creek Rd.	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 138585
 Depth: 15'-7"
 Additional work: H2S Sensor installed in MH

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 14,280.00	\$ 14,280.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 17,663.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company				
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00
Aguilar			Traffic control	\$ 10,568.15
Southwest Coating			Coat base	\$ 6,000.00
Viasun (Crack seal)				\$ 267.00
A-Core (Sawcutting)				\$ 234.00
Bryco Milling (Milling)				\$ 850.00
			Subtotal Subcontractors & Consultants (D)	\$ 22,319.15

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company				
National Trench Safety			Shoring Cylinders	\$ 278.00
			Road Plates	\$ 268.00
			Subtotal Rental Equipment (E)	\$ 546.00

				Total	\$ 54,393.54
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Queen Creek Rd number 1 lane eastbound; between Higley and Greenfield	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 132175
Depth: 14'-6 1/2"
No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 13,713.00	\$ 13,713.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 17,096.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company				
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00
Aguilar			Traffic control	\$ 7,828.00
Southwest Coating			Coat base	\$ 6,000.00
Viasun (Crack seal)				\$ 267.00
A-Core (Sawcutting)				\$ 234.00
Bryco Milling (Milling)				\$ 850.00
			Subtotal Subcontractors & Consultants (D)	\$ 19,579.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company				
National Trench Safety			Shoring Cylinders	\$ 278.00
			Road Plates	\$ 268.00
			Subtotal Rental Equipment (E)	\$ 546.00

				Total	\$ 51,086.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On E Queen Creek Rd number 1 lane eastbound; 380' west of Higley intersection	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 134602
 Depth: 17'-7 1/2"
 Additional work: 20' curb & gutter R&R; landscape rock, electric (light pole)

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity	Labor Cost	
			Unit Price	Total
CDL Truck Driver	Hours	17.00	\$ 48.70	\$ 827.90
Foreman	Hours	17.00	\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00	\$ 43.30	\$ 1,472.20
Operator	Hours	34.00	\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00	\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>				\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

Item	Unit	Quantity	Equipment Cost	
			Unit Price	Total
Backhoe - CAT 420F	Hours	17.00	\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00	\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00	\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00	\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00	\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00	\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00	\$ 17.00	\$ 289.00
Subtotal Equipment Cost (B)				\$ 7,689.10

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Armorock	LS	1.0	\$ 16,315.00	\$ 16,315.00
Slurry (AZ Materials)	CY	10.50	\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00	\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98	\$ 20.00	\$ 39.60
Subtotal Material Cost (C)				\$ 19,698.19

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar & 20 LF curb & gutter	\$ 5,779.00
Aguilar	Traffic control	\$ 7,828.00
Southwest Coating	Coat base	\$ 6,000.00
Viasun (Crack seal)		\$ 267.00
A-Core (Sawcutting)		\$ 234.00
Bryco Milling (Milling)		\$ 850.00
Subtotal Subcontractors & Consultants (D)		\$ 20,958.00

SECTION E: RENTAL EQUIPMENT

Company	Description of Rental Equipment (Supporting quote & information attached)	Total Cost
National Trench Safety	Shoring Cylinders	\$ 278.00
	Road Plates	\$ 268.00
Subtotal Rental Equipment (E)		\$ 546.00

				Total	\$ 55,067.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	S Alberton Blvd southbound lane at intersection of E Woodside Way	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 126812
 Depth: 6'-7 1/2"
 No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
Subtotal Equipment Cost (B)					\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 7,339.00	\$ 7,339.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
Subtotal Material Cost (C)					\$ 10,722.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 17,398.55
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
Subtotal Subcontractors & Consultants (D)			\$ 29,149.55

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
Subtotal Rental Equipment (E)			\$ 546.00

				Total	\$ 54,282.94
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	S Alberton Blvd southbound lane north of E Portola Valley Dr	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 126809
 Depth: 8'-2"
 No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
Subtotal Equipment Cost (B)					\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 8,951.00	\$ 8,951.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
Subtotal Material Cost (C)					\$ 12,334.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 17,398.55
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
Subtotal Subcontractors & Consultants (D)			\$ 29,149.55

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
Subtotal Rental Equipment (E)			\$ 546.00

				Total	\$ 55,894.94
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	S Alberton Blvd southbound lane between E Portola Valley Dr and E Los Altos Rd	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 126799
 Depth: 8'-9 1/2"
 No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Aarmorock	LS	1.0		\$ 8,951.00	\$ 8,951.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 12,334.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 17,398.55
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D) \$ 29,149.55

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E) \$ 546.00

				Total	\$ 55,894.94
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	German Rd. number 1 lane Eastbound between Higley and Menlo Park Dr.	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 115322
 Depth: 12'-4"
 Additional work: 60' curb & gutter R&R; median pavers; irrigation; electrical (lights); cop?

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 12,132.00	\$ 12,132.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 15,515.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost	
Company					
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar & 60 LF curb & gutter	\$ 8,537.00	
Aguilar			Traffic control	\$ 5,920.00	
Southwest Coating			Coat base	\$ 6,000.00	
Professional Police Services			Work within 300' of signalized intersection	\$ 13,050.00	
Viasun (Crack seal)				\$ 267.00	
A-Core (Sawcutting)				\$ 234.00	
Bryco Milling (Milling)				\$ 850.00	
				Subtotal Subcontractors & Consultants (D)	\$ 34,858.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost	
Company					
National Trench Safety			Shoring Cylinders	\$ 278.00	
			Road Plates	\$ 268.00	
				Subtotal Rental Equipment (E)	\$ 546.00

				Total	\$ 64,784.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd and S. Menlo Park Dr.	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 115323
 Depth: 13'-5"
 No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 12,967.00	\$ 12,967.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 16,350.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 5,920.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 17,671.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 48,432.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Northwest corner of Germann Rd. and Higley. Number 1 lane Westbound	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 115327
 Depth: 14'-0"
 Additional work: 2.5' grade ring; striping crosswalk

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 14,280.00	\$ 14,280.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 17,663.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 5,920.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 17,671.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 49,745.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd number 1 lane just east of S Racine Ln	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 115329
 Depth: 13'-5"
 Additional work: 4' grade ring

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
Subtotal Equipment Cost (B)					\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 13,134.00	\$ 13,134.00
Slurry (AZ Materials)	CY	14.00		\$ 144.00	\$ 2,016.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
Subtotal Material Cost (C)					\$ 17,021.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 5,920.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
Subtotal Subcontractors & Consultants (D)			\$ 17,671.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
Subtotal Rental Equipment (E)			\$ 546.00

				Total	\$ 49,103.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd. number 1 lane Westbound between Hiley and S Racine Ln	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 115328
 Depth: 12'-6"
 Additional work: 20' curb & gutter R&R; landscape rework

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
		-		Subtotal Equipment Cost (B) \$ 7,689.10	

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 9,614.00	\$ 9,614.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C) \$ 12,997.19	

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar & 20 LF curb & gutter		\$ 5,779.00
Aguilar	Traffic control		\$ 5,920.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D) \$ 19,050.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E) \$ 546.00

					Total	\$ 46,458.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd. number 1 lane Westbound 500' West of of Racine Ln.	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 115330
 Depth: 13'-7"
 Additional work: 20' curb & gutter; landscape area; new frame and cover; 4' grade ring

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 13,134.00	\$ 13,134.00
Slurry (AZ Materials)	CY	14.00		\$ 144.00	\$ 2,016.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 17,021.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar & 20 LF curb & gutter		\$ 5,779.00
Aguilar	Traffic control		\$ 5,920.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 20,850.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 52,282.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd. number 1 lane westbound 200' East of 164th St.	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 115331
 Depth: 11'-10"
 Additional work: 20' curb & gutter; landscape; trim tree

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 11,565.00	\$ 11,565.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 14,948.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company				
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 5,779.00
Aguilar			Traffic control	\$ 5,920.00
Southwest Coating			Coat base	\$ 6,000.00
Viasun (Crack seal)				\$ 267.00
A-Core (Sawcutting)				\$ 234.00
Bryco Milling (Milling)				\$ 850.00
			Subtotal Subcontractors & Consultants (D)	\$ 19,050.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company				
National Trench Safety			Shoring Cylinders	\$ 278.00
			Road Plates	\$ 268.00
			Subtotal Rental Equipment (E)	\$ 546.00

				Total	\$ 48,409.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd number 1 lane westbound between Greenfield and Higley	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 139814
Depth: 10'-11"
No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 10,532.00	\$ 10,532.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 13,915.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 5,920.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D) \$ 17,671.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E) \$ 546.00

				Total	\$ 45,997.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd number 1 lane westbound between Greenfield and Higley	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 139020
 Depth: 11'-4"
 No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B) \$ 7,689.10	

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 11,565.00	\$ 11,565.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C) \$ 14,948.19	

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 5,020.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D) \$ 16,771.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E) \$ 546.00

				Total	\$ 46,130.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd. number 1 lane westbound 300' East of 162nd. St.	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 115333
 Depth: 10'-10"
 Additional work: 20' curb & gutter; landscape area

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 10,520.00	\$ 10,520.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 13,903.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar & 20 LF curb & gutter		\$ 5,779.00
Aguilar	Traffic control		\$ 5,920.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 19,050.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 47,364.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd number 1 lane westbound between Greenfield and Higley	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 135365
 Depth: 10'-7"
 Additional work: water valve @ 3' to center

SECTION A: LABOR (inclusive of burden)			Labor Cost	
Position	Unit	Quantity	Unit Price	Total
CDL Truck Driver	Hours	17.00	\$ 48.70	\$ 827.90
Foreman	Hours	17.00	\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00	\$ 43.30	\$ 1,472.20
Operator	Hours	34.00	\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00	\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>				\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)			Equipment Cost	
Item	Unit	Quantity	Unit Price	Total
Backhoe - CAT 420F	Hours	17.00	\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00	\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00	\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00	\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00	\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00	\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00	\$ 17.00	\$ 289.00
			Subtotal Equipment Cost (B) \$ 7,689.10	

SECTION C: MATERIALS			Material Cost	
Item	Unit	Quantity	Unit Price	Total
Armorock	LS	1.0	\$ 10,532.00	\$ 10,532.00
Slurry (AZ Materials)	CY	10.50	\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00	\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98	\$ 20.00	\$ 39.60
			Subtotal Material Cost (C) \$ 13,915.19	

SECTION D: SUBS & CONSULTANTS		Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company			
ALK Asphalt		Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00
Aguilar		Traffic control	\$ 5,920.00
Southwest Coating		Coat base	\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
		Subtotal Subcontractors & Consultants (D) \$ 17,671.00	

SECTION E: RENTAL EQUIPMENT		Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company			
National Trench Safety		Shoring Cylinders	\$ 278.00
		Road Plates	\$ 268.00
		Subtotal Rental Equipment (E) \$ 546.00	

			Total	\$ 45,997.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd number 1 lane westbound between Greenfield and Higley	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 139018
 Depth: 9'-8"
 No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 9,953.00	\$ 9,953.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 13,336.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 5,920.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 17,671.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 45,418.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd. number 2 lane westbound 300' west of 162nd st.	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 115334
 Depth: 10'-3"
 No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	25.00		\$ 48.70	\$ 1,217.50
Foreman	Hours	25.00		\$ 69.75	\$ 1,743.75
Laborers	Hours	50.00		\$ 43.30	\$ 2,165.00
Operator	Hours	50.00		\$ 54.10	\$ 2,705.00
Pipelayer	Hours	25.00		\$ 50.05	\$ 1,251.25
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 9,082.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	25.00		\$ 85.09	\$ 2,127.25
Dump Truck - (12 CY)	Hours	25.00		\$ 117.38	\$ 2,934.50
Excavator - CAT 315	Hours	25.00		\$ 139.72	\$ 3,493.00
Skid Steer - CAT 248B	Hours	25.00		\$ 64.11	\$ 1,602.75
Transport Trailer	Hours	25.00		\$ 5.00	\$ 125.00
Truck - Manager (Heavy) F-250	Hours	50.00		\$ 12.00	\$ 600.00
Truck Crew - (Heavy) F-350	Hours	25.00		\$ 17.00	\$ 425.00
				Subtotal Equipment Cost (B)	\$ 11,307.50

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 10,532.00	\$ 10,532.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 13,915.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 8,879.50
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 400.00
A-Core (Sawcutting)			\$ 250.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 20,779.50

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 55,630.69
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd. number 2 lane westbound 400' East of Greenfield	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 115335
 Depth: 9'-6"
 No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	25.00		\$ 48.70	\$ 1,217.50
Foreman	Hours	25.00		\$ 69.75	\$ 1,743.75
Laborers	Hours	50.00		\$ 43.30	\$ 2,165.00
Operator	Hours	50.00		\$ 54.10	\$ 2,705.00
Pipelayer	Hours	25.00		\$ 50.05	\$ 1,251.25
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 9,082.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	25.00		\$ 85.09	\$ 2,127.25
Dump Truck - (12 CY)	Hours	25.00		\$ 117.38	\$ 2,934.50
Excavator - CAT 315	Hours	25.00		\$ 139.72	\$ 3,493.00
Skid Steer - CAT 248B	Hours	25.00		\$ 64.11	\$ 1,602.75
Transport Trailer	Hours	25.00		\$ 5.00	\$ 125.00
Truck - Manager (Heavy) F-250	Hours	50.00		\$ 12.00	\$ 600.00
Truck Crew - (Heavy) F-350	Hours	25.00		\$ 17.00	\$ 425.00
				Subtotal Equipment Cost (B)	\$ 11,307.50

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 9,953.00	\$ 9,953.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 13,336.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 8,879.50
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 400.00
A-Core (Sawcutting)			\$ 250.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 20,779.50

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 55,051.69
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On S Recker Rd southbound in number 1 lane; 460 ft south of Ray Rd intersection	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 126815
 Depth: 18'-5"
 Additional work: 25' curb & gutter R&R; landscape rock

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 16,894.00	\$ 16,894.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 20,277.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar & 25 LF curb & gutter		\$ 6,123.75
Aguilar	Traffic control		\$ 5,248.50
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D) \$ 18,723.25

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E) \$ 546.00

				Total	\$ 53,411.64
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On S Recker Rd southbound in number 1 lane; 100 ft north of McCoy Blvd	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 126818
 Depth: 16'-9"
 No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 14,847.00	\$ 14,847.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 18,230.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 5,248.50
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 16,999.50

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 49,640.89
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On S Recker Rd southbound in number 1 lane; 175 ft south of McCoy Blvd	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 126824
 Depth: 16'-11 1/2"
 Additional work: 25' curb & gutter R&R; landscape rock; 3.5' grade ring

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 14,847.00	\$ 14,847.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 18,230.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar & 25 LF curb & gutter		\$ 6,123.75
Aguilar	Traffic control		\$ 5,248.50
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 18,723.25

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 51,364.64
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On E Ray Rd number 1 lane eastbound; @ intersectino of S Wren Dr	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 126009
 Depth: 19'-3"
 Additional work: 2.5' grade ring

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	25.00		\$ 48.70	\$ 1,217.50
Foreman	Hours	25.00		\$ 69.75	\$ 1,743.75
Laborers	Hours	50.00		\$ 43.30	\$ 2,165.00
Operator	Hours	50.00		\$ 54.10	\$ 2,705.00
Pipelayer	Hours	25.00		\$ 50.05	\$ 1,251.25
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 9,082.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	25.00		\$ 85.09	\$ 2,127.25
Dump Truck - (12 CY)	Hours	25.00		\$ 117.38	\$ 2,934.50
Excavator - CAT 315	Hours	25.00		\$ 139.72	\$ 3,493.00
Skid Steer - CAT 248B	Hours	25.00		\$ 64.11	\$ 1,602.75
Transport Trailer	Hours	25.00		\$ 5.00	\$ 125.00
Truck - Manager (Heavy) F-250	Hours	50.00		\$ 12.00	\$ 600.00
Truck Crew - (Heavy) F-350	Hours	25.00		\$ 17.00	\$ 425.00
				Subtotal Equipment Cost (B)	\$ 11,307.50

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 17,461.00	\$ 17,461.00
Slurry (AZ Materials)	CY	14.00		\$ 144.00	\$ 2,016.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 21,348.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar & 30 LF curb & gutter		\$ 6,468.50
Aguilar	Traffic control		\$ 8,879.50
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 400.00
A-Core (Sawcutting)			\$ 250.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 22,848.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 65,132.19
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On E Ray Rd number 1 lane eastbound; between Power and Recker	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 125203
 Depth: 20'-1"
 Additional work: 3.5' grade ring; 30' curb & gutter R&R;

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	25.00		\$ 48.70	\$ 1,217.50
Foreman	Hours	25.00		\$ 69.75	\$ 1,743.75
Laborers	Hours	50.00		\$ 43.30	\$ 2,165.00
Operator	Hours	50.00		\$ 54.10	\$ 2,705.00
Pipelayer	Hours	25.00		\$ 50.05	\$ 1,251.25
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 9,082.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	25.00		\$ 85.09	\$ 2,127.25
Dump Truck - (12 CY)	Hours	25.00		\$ 117.38	\$ 2,934.50
Excavator - CAT 315	Hours	25.00		\$ 139.72	\$ 3,493.00
Skid Steer - CAT 248B	Hours	25.00		\$ 64.11	\$ 1,602.75
Transport Trailer	Hours	25.00		\$ 5.00	\$ 125.00
Truck - Manager (Heavy) F-250	Hours	50.00		\$ 12.00	\$ 600.00
Truck Crew - (Heavy) F-350	Hours	25.00		\$ 17.00	\$ 425.00
				Subtotal Equipment Cost (B)	\$ 11,307.50

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 19,395.00	\$ 19,395.00
Slurry (AZ Materials)	CY	14.00		\$ 144.00	\$ 2,016.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 23,282.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 8,879.50
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 400.00
A-Core (Sawcutting)			\$ 250.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 20,779.50

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 64,997.69
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On E Ray Rd number 3 lane eastbound; 1100 ft East of S Val Vista intersection (near Santan Vista Trail)	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 126214
Depth: 21'-3"
No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
		-	Subtotal Equipment Cost (B)		\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 19,974.00	\$ 19,974.00
Slurry (AZ Materials)	CY	12.00		\$ 144.00	\$ 1,728.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
			Subtotal Material Cost (C)		\$ 23,573.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company				
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00
Aguilar			Traffic control	\$ 4,248.00
Southwest Coating			Coat base	\$ 6,000.00
Viasun (Crack seal)				\$ 267.00
A-Core (Sawcutting)				\$ 234.00
Bryco Milling (Milling)				\$ 850.00
			Subtotal Subcontractors & Consultants (D)	\$ 15,999.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company				
National Trench Safety			Shoring Cylinders	\$ 278.00
			Road Plates	\$ 268.00
			Subtotal Rental Equipment (E)	\$ 546.00

					Total	\$ 53,983.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On E Ray Rd number 2 lane eastbound; 250 ft East of S Val Vista intersection	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 126212
 Depth: 17'-3"
 Additional work: cop @ S Val Vista Intersection

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 15,861.00	\$ 15,861.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 19,244.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company				
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00
Aguilar			Traffic control	\$ 4,248.00
Southwest Coating			Coat base	\$ 6,000.00
Professional Police Services			MH within 300' of signalized intersection	\$ 13,050.00
Viasun (Crack seal)				\$ 267.00
A-Core (Sawcutting)				\$ 234.00
Bryco Milling (Milling)				\$ 850.00
			Subtotal Subcontractors & Consultants (D)	\$ 29,049.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company				
National Trench Safety			Shoring Cylinders	\$ 278.00
			Road Plates	\$ 268.00
			Subtotal Rental Equipment (E)	\$ 546.00

				Total	\$ 62,704.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On E Ray Rd number 3 lane eastbound; 750 ft east of S Val Vista intersection	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 126213
 Depth: 19'-8 1/2"
 No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 17,461.00	\$ 17,461.00
Slurry (AZ Materials)	CY	12.00		\$ 144.00	\$ 1,728.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 21,060.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 4,248.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 17,799.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 53,270.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On E Pecos Rd westbound number 1 lane; 320' west of Higley Rd	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 129583
Depth: 14'-8"
Additional work: 20' curb & gutter R&R; landscape; tree R&R; irrigation; 2.5' grade ring

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity	Labor Cost	
			Unit Price	Total
CDL Truck Driver	Hours	17.00	\$ 48.70	\$ 827.90
Foreman	Hours	17.00	\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00	\$ 43.30	\$ 1,472.20
Operator	Hours	34.00	\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00	\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.				\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

Item	Unit	Quantity	Equipment Cost	
			Unit Price	Total
Backhoe - CAT 420F	Hours	17.00	\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00	\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00	\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00	\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00	\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00	\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00	\$ 17.00	\$ 289.00
			Subtotal Equipment Cost (B) \$ 7,689.10	

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Armorock	LS	1.0	\$ 13,713.00	\$ 13,713.00
Slurry (AZ Materials)	CY	14.00	\$ 144.00	\$ 2,016.00
Euclid Grout	EA	16.00	\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98	\$ 20.00	\$ 39.60
			Subtotal Material Cost (C) \$ 17,600.19	

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar & 20 LF curb & gutter	\$ 5,779.00
Aguilar	Traffic control	\$ 5,920.00
Southwest Coating	Coat base	\$ 6,000.00
Professional Police Services	Police service when within 300' of signalized intersection	\$ 13,050.00
Viasun (Crack seal)		\$ 267.00
A-Core (Sawcutting)		\$ 234.00
Bryco Milling (Milling)		\$ 850.00
		Subtotal Subcontractors & Consultants (D) \$ 32,100.00

SECTION E: RENTAL EQUIPMENT

Company	Description of Rental Equipment (Supporting quote & information attached)	Total Cost
National Trench Safety	Shoring Cylinders	\$ 278.00
	Road Plates	\$ 268.00
		Subtotal Rental Equipment (E) \$ 546.00

				Total	\$ 64,111.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On Pecos in landscape island (on westbound side); 1600 ft East of Higley	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 126328
 Depth: 10'-8"
 Additional work: 20' curb & gutter R&R; landscape, tree R&R; irrigation, electric?

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity	Labor Cost	
			Unit Price	Total
CDL Truck Driver	Hours	17.00	\$ 48.70	\$ 827.90
Foreman	Hours	17.00	\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00	\$ 43.30	\$ 1,472.20
Operator	Hours	34.00	\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00	\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.				\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

Item	Unit	Quantity	Equipment Cost	
			Unit Price	Total
Backhoe - CAT 420F	Hours	17.00	\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00	\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00	\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00	\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00	\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00	\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00	\$ 17.00	\$ 289.00
Subtotal Equipment Cost (B)				\$ 7,689.10

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Armorock	LS	1.0	\$ 10,532.00	\$ 10,532.00
Slurry (AZ Materials)	CY	10.50	\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00	\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98	\$ 20.00	\$ 39.60
Subtotal Material Cost (C)				\$ 13,915.19

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar & 20 LF curb & gutter	\$ 5,779.00
Aguilar	Traffic control	\$ 5,920.00
Southwest Coating	Coat base	\$ 6,000.00
Viasun (Crack seal)		\$ 267.00
A-Core (Sawcutting)		\$ 234.00
Bryco Milling (Milling)		\$ 850.00
Subtotal Subcontractors & Consultants (D)		\$ 19,050.00

SECTION E: RENTAL EQUIPMENT

Company	Description of Rental Equipment (Supporting quote & information attached)	Total Cost
National Trench Safety	Shoring Cylinders	\$ 278.00
	Road Plates	\$ 268.00
Subtotal Rental Equipment (E)		\$ 546.00

				Total	\$ 47,376.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On Pecos in LH turn lane eastbound; between Higley and Recker	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 126344
 Depth: 13'-6 1/2"
 Additional work: 3' grade ring

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
Subtotal Equipment Cost (B)					\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 13,134.00	\$ 13,134.00
Slurry (AZ Materials)	CY	14.00		\$ 144.00	\$ 2,016.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
Subtotal Material Cost (C)					\$ 17,021.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company				
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00
Aguilar			Traffic control	\$ 5,920.00
Southwest Coating			Coat base	\$ 6,000.00
Viasun (Crack seal)				\$ 267.00
A-Core (Sawcutting)				\$ 234.00
Bryco Milling (Milling)				\$ 850.00
Subtotal Subcontractors & Consultants (D)				\$ 17,671.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company				
National Trench Safety			Shoring Cylinders	\$ 278.00
			Road Plates	\$ 268.00
Subtotal Rental Equipment (E)				\$ 546.00

				Total	\$ 49,103.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On E Pecos Rd westbound in landscaped median	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): **MH 126343**
Depth: 13'-11"
 Additional work: 20' curb & gutter R&R; landscape, tree removal, irrigation, 2.5' of grade ring

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity	Labor Cost	
			Unit Price	Total
CDL Truck Driver	Hours	17.00	\$ 48.70	\$ 827.90
Foreman	Hours	17.00	\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00	\$ 43.30	\$ 1,472.20
Operator	Hours	34.00	\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00	\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>				\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

Item	Unit	Quantity	Equipment Cost	
			Unit Price	Total
Backhoe - CAT 420F	Hours	17.00	\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00	\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00	\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00	\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00	\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00	\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00	\$ 17.00	\$ 289.00
Subtotal Equipment Cost (B)				\$ 7,689.10

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Armorock	LS	1.0	\$ 13,134.00	\$ 13,134.00
Slurry (AZ Materials)	CY	14.00	\$ 144.00	\$ 2,016.00
Euclid Grout	EA	16.00	\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98	\$ 20.00	\$ 39.60
Subtotal Material Cost (C)				\$ 17,021.19

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar & 20 LF curb & gutter	\$ 5,779.00
Aguilar	Traffic control	\$ 5,920.00
Southwest Coating	Coat base	\$ 6,000.00
Viasun (Crack seal)		\$ 267.00
A-Core (Sawcutting)		\$ 234.00
Bryco Milling (Milling)		\$ 850.00
Subtotal Subcontractors & Consultants (D)		\$ 19,050.00

SECTION E: RENTAL EQUIPMENT

Company	Description of Rental Equipment (Supporting quote & information attached)	Total Cost
National Trench Safety	Shoring Cylinders	\$ 278.00
	Road Plates	\$ 268.00
Subtotal Rental Equipment (E)		\$ 546.00

				Total	\$ 50,482.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On E Pecos Rd westbound in LH turn lane onto Napa Ln	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 126342
 Depth: 14'-5"
 Additional work: striping?

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 13,713.00	\$ 13,713.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 17,096.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 5,920.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 17,671.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 49,178.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On E Pecos Rd eastbound in LH turn lane onto Brighton	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 126341
 Depth: 14'-9"
 Additional work: 40' curb & gutter R&R; median pavers

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 13,713.00	\$ 13,713.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 17,096.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar & 40 LF curb & gutter		\$ 7,158.00
Aguilar	Traffic control		\$ 5,920.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D) \$ 20,429.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E) \$ 546.00

					Total	\$ 51,936.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Queen Creek Rd number 1 lane eastbound; between S Lindsay and S Val Vista Dr	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 114157
Depth: 21'-8"
No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	25.00		\$ 48.70	\$ 1,217.50
Foreman	Hours	25.00		\$ 69.75	\$ 1,743.75
Laborers	Hours	50.00		\$ 43.30	\$ 2,165.00
Operator	Hours	50.00		\$ 54.10	\$ 2,705.00
Pipelayer	Hours	25.00		\$ 50.05	\$ 1,251.25
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 9,082.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	25.00		\$ 85.09	\$ 2,127.25
Dump Truck - (12 CY)	Hours	25.00		\$ 117.38	\$ 2,934.50
Excavator - CAT 315	Hours	25.00		\$ 139.72	\$ 3,493.00
Skid Steer - CAT 248B	Hours	25.00		\$ 64.11	\$ 1,602.75
Transport Trailer	Hours	25.00		\$ 5.00	\$ 125.00
Truck - Manager (Heavy) F-250	Hours	50.00		\$ 12.00	\$ 600.00
Truck Crew - (Heavy) F-350	Hours	25.00		\$ 17.00	\$ 425.00
				Subtotal Equipment Cost (B)	\$ 11,307.50

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 19,974.00	\$ 19,974.00
Slurry (AZ Materials)	CY	12.00		\$ 144.00	\$ 1,728.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 23,573.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company				
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00
Aguilar			Traffic control	\$ 11,228.00
Southwest Coating			Coat base	\$ 6,000.00
Viasun (Crack seal)				\$ 400.00
A-Core (Sawcutting)				\$ 250.00
Bryco Milling (Milling)				\$ 850.00
			Subtotal Subcontractors & Consultants (D)	\$ 23,128.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company				
National Trench Safety			Shoring Cylinders	\$ 278.00
			Road Plates	\$ 268.00
			Subtotal Rental Equipment (E)	\$ 546.00

				Total	\$ 67,637.19
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Queen Creek Rd number 1 lane eastbound; between S Lindsay and S Val Vista Dr	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 114156
Depth: 21'-7 1/2"
No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	25.00		\$ 48.70	\$ 1,217.50
Foreman	Hours	25.00		\$ 69.75	\$ 1,743.75
Laborers	Hours	50.00		\$ 43.30	\$ 2,165.00
Operator	Hours	50.00		\$ 54.10	\$ 2,705.00
Pipelayer	Hours	25.00		\$ 50.05	\$ 1,251.25
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 9,082.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	25.00		\$ 85.09	\$ 2,127.25
Dump Truck - (12 CY)	Hours	25.00		\$ 117.38	\$ 2,934.50
Excavator - CAT 315	Hours	25.00		\$ 139.72	\$ 3,493.00
Skid Steer - CAT 248B	Hours	25.00		\$ 64.11	\$ 1,602.75
Transport Trailer	Hours	25.00		\$ 5.00	\$ 125.00
Truck - Manager (Heavy) F-250	Hours	50.00		\$ 12.00	\$ 600.00
Truck Crew - (Heavy) F-350	Hours	25.00		\$ 17.00	\$ 425.00
				Subtotal Equipment Cost (B)	\$ 11,307.50

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 19,962.00	\$ 19,962.00
Slurry (AZ Materials)	CY	12.00		\$ 144.00	\$ 1,728.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 23,561.19

SECTION D: SUBS & CONSULTANTS			Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company				
ALK Asphalt			Asphalt patch, adjust grade rings & pour MH collar	\$ 4,400.00
Aguilar			Traffic control	\$ 11,228.00
Southwest Coating			Coat base	\$ 6,000.00
Viasun (Crack seal)				\$ 400.00
A-Core (Sawcutting)				\$ 250.00
Bryco Milling (Milling)				\$ 850.00
			Subtotal Subcontractors & Consultants (D)	\$ 23,128.00

SECTION E: RENTAL EQUIPMENT			Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company				
National Trench Safety			Shoring Cylinders	\$ 278.00
			Road Plates	\$ 268.00
			Subtotal Rental Equipment (E)	\$ 546.00

				Total	\$ 67,625.19
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Queen Creek Rd number 1 lane eastbound; between S Lindsay and S Val Vista Dr	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 114128
Depth: 22'-3"
No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	25.00		\$ 48.70	\$ 1,217.50
Foreman	Hours	25.00		\$ 69.75	\$ 1,743.75
Laborers	Hours	50.00		\$ 43.30	\$ 2,165.00
Operator	Hours	50.00		\$ 54.10	\$ 2,705.00
Pipelayer	Hours	25.00		\$ 50.05	\$ 1,251.25
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 9,082.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	25.00		\$ 85.09	\$ 2,127.25
Dump Truck - (12 CY)	Hours	25.00		\$ 117.38	\$ 2,934.50
Excavator - CAT 315	Hours	25.00		\$ 139.72	\$ 3,493.00
Skid Steer - CAT 248B	Hours	25.00		\$ 64.11	\$ 1,602.75
Transport Trailer	Hours	25.00		\$ 5.00	\$ 125.00
Truck - Manager (Heavy) F-250	Hours	50.00		\$ 12.00	\$ 600.00
Truck Crew - (Heavy) F-350	Hours	25.00		\$ 17.00	\$ 425.00
				Subtotal Equipment Cost (B)	\$ 11,307.50

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 20,541.00	\$ 20,541.00
Slurry (AZ Materials)	CY	12.00		\$ 144.00	\$ 1,728.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 24,140.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 8,880.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 400.00
A-Core (Sawcutting)			\$ 250.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 20,780.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 65,856.19
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Queen Creek Rd number 1 lane eastbound; between S Lindsay and S Val Vista Dr	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 114129
Depth: 22'-3"
No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	25.00		\$ 48.70	\$ 1,217.50
Foreman	Hours	25.00		\$ 69.75	\$ 1,743.75
Laborers	Hours	50.00		\$ 43.30	\$ 2,165.00
Operator	Hours	50.00		\$ 54.10	\$ 2,705.00
Pipelayer	Hours	25.00		\$ 50.05	\$ 1,251.25
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.					\$ 9,082.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	25.00		\$ 85.09	\$ 2,127.25
Dump Truck - (12 CY)	Hours	25.00		\$ 117.38	\$ 2,934.50
Excavator - CAT 315	Hours	25.00		\$ 139.72	\$ 3,493.00
Skid Steer - CAT 248B	Hours	25.00		\$ 64.11	\$ 1,602.75
Transport Trailer	Hours	25.00		\$ 5.00	\$ 125.00
Truck - Manager (Heavy) F-250	Hours	50.00		\$ 12.00	\$ 600.00
Truck Crew - (Heavy) F-350	Hours	25.00		\$ 17.00	\$ 425.00
				Subtotal Equipment Cost (B)	\$ 11,307.50

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 20,541.00	\$ 20,541.00
Slurry (AZ Materials)	CY	12.00		\$ 144.00	\$ 1,728.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 24,140.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 8,880.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 400.00
A-Core (Sawcutting)			\$ 250.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)

				Total	\$ 65,856.19
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On Pecos in number on lane westbound; 1250 ft East of Lindsay Rd	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 114412
Depth: 27'-6"
No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	25.00		\$ 48.70	\$ 1,217.50
Foreman	Hours	25.00		\$ 69.75	\$ 1,743.75
Laborers	Hours	50.00		\$ 43.30	\$ 2,165.00
Operator	Hours	50.00		\$ 54.10	\$ 2,705.00
Pipelayer	Hours	25.00		\$ 50.05	\$ 1,251.25
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 9,082.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	25.00		\$ 85.09	\$ 2,127.25
Dump Truck - (12 CY)	Hours	25.00		\$ 117.38	\$ 2,934.50
Excavator - CAT 315	Hours	25.00		\$ 139.72	\$ 3,493.00
Skid Steer - CAT 248B	Hours	25.00		\$ 64.11	\$ 1,602.75
Transport Trailer	Hours	25.00		\$ 5.00	\$ 125.00
Truck - Manager (Heavy) F-250	Hours	50.00		\$ 12.00	\$ 600.00
Truck Crew - (Heavy) F-350	Hours	25.00		\$ 17.00	\$ 425.00
				Subtotal Equipment Cost (B)	\$ 11,307.50

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 24,289.00	\$ 24,289.00
Slurry (AZ Materials)	CY	14.00		\$ 144.00	\$ 2,016.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 28,176.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 8,880.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 400.00
A-Core (Sawcutting)			\$ 250.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 20,780.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 69,892.19
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On Pecos in number one lane eastbound; between Val Vista and Lindsay Rd	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 114407
 Depth: 19'-1"
 No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	25.00		\$ 48.70	\$ 1,217.50
Foreman	Hours	25.00		\$ 69.75	\$ 1,743.75
Laborers	Hours	50.00		\$ 43.30	\$ 2,165.00
Operator	Hours	50.00		\$ 54.10	\$ 2,705.00
Pipelayer	Hours	25.00		\$ 50.05	\$ 1,251.25
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 9,082.50

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	25.00		\$ 85.09	\$ 2,127.25
Dump Truck - (12 CY)	Hours	25.00		\$ 117.38	\$ 2,934.50
Excavator - CAT 315	Hours	25.00		\$ 139.72	\$ 3,493.00
Skid Steer - CAT 248B	Hours	25.00		\$ 64.11	\$ 1,602.75
Transport Trailer	Hours	25.00		\$ 5.00	\$ 125.00
Truck - Manager (Heavy) F-250	Hours	50.00		\$ 12.00	\$ 600.00
Truck Crew - (Heavy) F-350	Hours	25.00		\$ 17.00	\$ 425.00
				Subtotal Equipment Cost (B)	\$ 11,307.50

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 16,894.00	\$ 16,894.00
Slurry (AZ Materials)	CY	12.00		\$ 144.00	\$ 1,728.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 20,493.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 8,880.00
Southwest Coating	Coat base		\$ 6,000.00
Viasun (Crack seal)			\$ 400.00
A-Core (Sawcutting)			\$ 250.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 20,780.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 62,209.19
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On Pecos in number one lane eastbound; between Val Vista and Lindsay Rd	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached): MH 114405
Depth: 18'-10"
No additional work

SECTION A: LABOR (inclusive of burden)				Labor Cost	
Position	Unit	Quantity		Unit Price	Total
CDL Truck Driver	Hours	17.00		\$ 48.70	\$ 827.90
Foreman	Hours	17.00		\$ 69.75	\$ 1,185.75
Laborers	Hours	34.00		\$ 43.30	\$ 1,472.20
Operator	Hours	34.00		\$ 54.10	\$ 1,839.40
Pipelayer	Hours	17.00		\$ 50.05	\$ 850.85
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>					\$ 6,176.10

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				Equipment Cost	
Item	Unit	Quantity		Unit Price	Total
Backhoe - CAT 420F	Hours	17.00		\$ 85.09	\$ 1,446.53
Dump Truck - (12 CY)	Hours	17.00		\$ 117.38	\$ 1,995.46
Excavator - CAT 315	Hours	17.00		\$ 139.72	\$ 2,375.24
Skid Steer - CAT 248B	Hours	17.00		\$ 64.11	\$ 1,089.87
Transport Trailer	Hours	17.00		\$ 5.00	\$ 85.00
Truck - Manager (Heavy) F-250	Hours	34.00		\$ 12.00	\$ 408.00
Truck Crew - (Heavy) F-350	Hours	17.00		\$ 17.00	\$ 289.00
				Subtotal Equipment Cost (B)	\$ 7,689.10

SECTION C: MATERIALS				Material Cost	
Item	Unit	Quantity		Unit Price	Total
Armorock	LS	1.0		\$ 16,894.00	\$ 16,894.00
Slurry (AZ Materials)	CY	10.50		\$ 144.00	\$ 1,512.00
Euclid Grout	EA	16.00		\$ 20.00	\$ 320.00
Ladtech Grade Rings (Pipeline Services)	LS	1.00		\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00		\$ 986.59	\$ 986.59
Eye Bolts -Copper State	EA	1.98		\$ 20.00	\$ 39.60
				Subtotal Material Cost (C)	\$ 20,277.19

SECTION D: SUBS & CONSULTANTS			Total Cost
Company	Description of Work to be Performed (Supporting quote & information attached)		
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar		\$ 4,400.00
Aguilar	Traffic control		\$ 5,419.00
Southwest Coating	Coat base		\$ 6,600.00
Viasun (Crack seal)			\$ 267.00
A-Core (Sawcutting)			\$ 234.00
Bryco Milling (Milling)			\$ 850.00
			Subtotal Subcontractors & Consultants (D)
			\$ 17,770.00

SECTION E: RENTAL EQUIPMENT			Total Cost
Company	Description of Rental Equipment (Supporting quote & information attached)		
National Trench Safety	Shoring Cylinders		\$ 278.00
	Road Plates		\$ 268.00
			Subtotal Rental Equipment (E)
			\$ 546.00

				Total	\$ 52,458.39
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Ocotillo Rd number 1 eastbound lane; 425 ft West of S 148th St.	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 114101
 Depth: 27'-11"
 JPCI
 Additional work: located in existing traffic control

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Aguilar	Traffic control	\$ 6,477.59
JPCI	60" composite inserts	\$ 38,612.50
Subtotal Subcontractors & Consultants (D)		\$ 45,090.09

						Total	\$ 45,090.09
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Recker Rd southbound in bike lane; 290 ft south of Queen Creek intersection	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 126263
 Depth: 16'-3"
 JPCI
 Additional work: 20 lf curb & gutter; landscape rock; cop @ Queen Creek intersection

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Aguilar	Traffic control	\$ 6,477.59
Professional Police Services	Police service when within 300' of signalized intersection	\$ 8,700.00
JPCI	60" composite insert	\$ 34,081.25
Subtotal Subcontractors & Consultants (D)		\$ 49,258.84

						Total	\$ 49,258.84
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Middle of landscape median near Riggs & Lindsay	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 139607
 Depth: 8'-7"
 JPCI
 Additional work: MH is in decent condition; within 1/4" mile of school

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Aguilar	Traffic control	\$ 1,081.80
JPCI	60" composite inserts	\$ 24,013.75
Subtotal Subcontractors & Consultants (D)		\$ 25,095.55

						Total	\$ 25,095.55
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Intersection of Warner and S Western Skies Dr	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):

MH 116062
 Depth: 9'-2"
 Major intersection
 JPCI
 20' valley gutter R&R

SECTION D: SUBS & CONSULTANTS		Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company			
Aguilar		Traffic control	\$ 7,310.74
Professional Police Services		Police service when within 300' of signalized intersection	\$ 8,700.00
JPCI		60" composite inserts	\$ 28,982.50
Subtotal Subcontractors & Consultants (D)			\$ 44,993.24
Total			\$ 44,993.24



WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	In N Val Vista and E Lakeside Dr intersection	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 126427
 Depth: 15'-10"
 Full Rehab - Degan
 Additional work: possible cop for intersection?

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Subtotal Material Cost (C)			\$	1,511.59

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar	\$ 1,618.00
Aguilar	Traffic control	\$ 6,238.00
Professional Police Services	Police service when within 300' of signalized intersection	\$ 8,700.00
Degan		\$ 13,068.00
Subtotal Subcontractors & Consultants (D)		\$ 29,624.00

Total						\$ 31,135.59
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: Archer Western Construction

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On N Val Vista in LH turn lane onto E Coral Cove Dr	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):

MH 126428
 Depth: 15'-1 1/2"
 Full Rehab - Degan
 Additional work: 15' curb R&R; Pavers in median; Cop for intersection

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
			Subtotal Material Cost (C)	\$ 1,511.59

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar	\$ 1,618.00
Aguilar	Traffic control	\$ 6,238.00
Professional Police Services	Police service when within 300' of signalized intersection	\$ 8,700.00
Degan		\$ 12,940.00
Subtotal Subcontractors & Consultants (D)		\$ 29,496.00

		Total	\$ 31,007.59
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	On Pecos in LH turn lane onto Lindsay; 310 ft East of Lindsay Rd	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 125470
 Depth: 29'-4"
 Full Rehab - Degan
 Additional work: 20 ft curb & gutter; landscape, R&R signage; electrical; irrigation

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Subtotal Material Cost (C)			\$	1,511.59

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar	\$ 1,618.00
Aguilar	Traffic control	\$ 7,289.75
Professional Police Services	Police service when within 300' of signalized intersection	\$ 8,700.00
Degan		\$ 15,500.00
Subtotal Subcontractors & Consultants (D)		\$ 33,107.75

			Total	\$ 34,619.34
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: Archer Western Construction

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	In landscape area on Germann Rd; 360 ft East of Quartz St intersection	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):

MH 125422
 Depth: 28'-2"
 Full Rehab - Degan
 Additional work: 50 LF curb & gutter; landscape; irrigation; electric; 3' of grade ring

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
			Subtotal Material Cost (C)	\$ 1,511.59

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar	\$ 1,618.00
Aguilar	Traffic control	\$ 7,289.84
Degan		\$ 14,730.00
Subtotal Subcontractors & Consultants (D)		\$ 23,637.84

	Total	\$ 25,149.43
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Middle of intersection Quartz & Germann	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 136249
 Depth: 25'-11"
 Major intersection
 Full Rehab - Degan

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Subtotal Material Cost (C)			\$	1,511.59

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar	\$ 1,618.00
Aguilar	Traffic control	\$ 12,475.90
Professional Police Services	Police service when within 300' of signalized intersection	\$ 8,700.00
Degan		\$ 15,055.00
Subtotal Subcontractors & Consultants (D)		\$ 37,848.90

							Total	\$ 39,360.49
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	German Rd. in LH turn lane going westbound	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 125124
 Depth: 22'-5"
 Full Rehab - Degan
 Additional work: Approx 40 LF curb & gutter; Median paver rework

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Subtotal Material Cost (C)			\$	1,511.59

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar	\$ 1,618.00
Aguilar	Traffic control	\$ 5,259.57
Degan	Plus \$1800 for t-lock removal	\$ 16,505.00
Subtotal Subcontractors & Consultants (D)		\$ 23,382.57

			Total	\$ 24,894.16
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: Archer Western Construction

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Germann Rd; in middle of landscape median; 465 ft East of Lindsay intersection	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):

MH 125123
 Depth: 20'-9"
 Full rehab - Degan
 Additional work: Landscape area; approx 40 LF of curb & gutter; electric (lights); Irrigation; Tree removal

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Subtotal Material Cost (C)			\$	1,511.59

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar	\$ 1,618.00
Aguilar	Traffic control	\$ 7,285.47
Degan		\$ 13,752.00
Subtotal Subcontractors & Consultants (D)		\$ 22,655.47

	Total	\$ 24,167.06
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WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	
Job Order No.:		Contractors Job No.:	
Town Project Mgr.:		Prepared By:	
Fee Type:		Date:	
Location:	Lindsay Rd number 2 lane southbound; 250 ft south of Germann intersection	Revision:	0
Town Project Title:			

Description of Work to be Performed (supporting information attached):
 MH 132021
 Depth: 19'-3"
 Full rehab - Degan
 Additional work: Cop for Germann Intersection

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Ladtech Grade Rings (Pipeline Services)	LS	1.00	\$ 525.00	\$ 525.00
CAP Frame & Cover (Fortiline)	EA	1.00	\$ 986.59	\$ 986.59
Subtotal Material Cost (C)			\$	1,511.59

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
ALK Asphalt	Asphalt patch, adjust grade rings & pour MH collar	\$ 1,618.00
Aguilar	Traffic control	\$ 7,357.45
Professional Police Services	Police service when within 300' of signalized intersection	\$ 8,700.00
Degan		\$ 14,170.00
Subtotal Subcontractors & Consultants (D)		\$ 31,845.45

				Total	\$ 33,357.04
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(Investigation Documentation)

WW1248 Manhole Rehab Phase 2

Asset ID Number	Location	Depth - Top of Bench to Rim	Traffic Control Needs	Concerns	Date	
MH 126717	Chandler Heights Rd. - Between Higley and Fawn Ave. (In the Eastbound Lane)	16'-7"	#1 lane closure; suicide lane closure; intersection on northern side of Westbound Lane	N/A	2/20/2023	
MH 126718	Chandler Heights Rd. - Between Higley and Fawn Ave. (In the Eastbound Lane)	17'-11"	#1 lane closure; suicide lane closure;	N/A	2/20/2023	
MH 126719	Chandler Heights Rd. - Between Higley and Fawn Ave. (In the Eastbound Lane)	18'-10"	#1 lane closure; suicide lane closure; intersection on southern side Eastbound Lane	Intersection of Sunnysvale and Chandler Heights	2/20/2023	
MH 126720	Chandler Heights Rd. - Between Higley and Fawn Ave. (In the Eastbound Lane)	19'-8"	#1 lane closure; suicide lane closure	N/A	2/20/2023	
MH 126721	Chandler Heights Rd. - Between Higley and Fawn Ave. (In the Eastbound Lane)	21'-4"	#1 lane closure; suicide lane closure	8" drop @ 13'-7" TOP	2/20/2023	
MH 126741	Chandler Heights Rd. - 2 manholes east of Recker (In the suicide lane)	12'-8"	#1 lane closure; suicide lane closure	2' of grade ring	2/20/2023	
MH 126742	Chandler Heights Rd. - 1 manhole east of Recker	12'-4"	#1 lane closure; suicide lane closure	2' of grade ring	2/20/2023	
MH 126743	Chandler Heights Rd. & Recker	12'-0 1/2"	#1 lane closure; suicide lane closure;	2.5' of grade ring	2/20/2023	
MH 126744	Chandler Heights Rd. - 2 manholes west of Recker	11'-7"	#1 lane closure; suicide lane closure	N/A	2/20/2023	
MH 135723	Chandler Heights Rd. - 1 manhole west of Recker	11'-6"	#1 lane closure; suicide lane closure	N/A	2/20/2023	
MH 115322	German Rd. number 1 lane Eastbound between Higley and Menlo Park Dr.	12'-4"	Football Enclosure	60' curb & gutter R&R; median pavers; irrigation; electrical (lights); cop?	2/20/2023	
MH 115323	Germann Rd and S. Menlo Park Dr.	13'-5"	#1 lane closure & LH turn lane closure	N/A	2/20/2023	
MH 115327	Northwest corner of Germann Rd. and Higley. Number 1 lane Westbound	14'-0"		2.5' of grade rings	3/2/2023	
MH 115328	Germann Rd. number 1 lane Westbound between Hiley and S Racine Ln	12'-6"	Lane closure	20' curb & gutter; landscape (rock)	2/20/2023	
MH 115329	Germann Rd number 1 lane just east of S Racine Ln	13'-5"	#1 lane closure; turn lane closure	at intersection of S Racine & Germann; 4' grade ring	2/20/2023	
MH 115330	Germann Rd. number 1 lane Westbound 500' West of of Racine Ln.	13'-7"	lane closure	20' curb & gutter; landscape area; new frame and cover; 4' grade ring	2/20/2023	
MH 115331	Germann Rd. number 1 lane westbound 200' East of 164th St.	11'-10"	#1 lane closure	20' curb & gutter; landscape (rock); trim tree	2/20/2023	
MH 115333	Germann Rd. number 1 lane westbound 300' East of 162nd. St.	10'-10"	#1 lane closure	20' curb & gutter; landscape area (rock)	2/20/2023	
MH 115334	Germann Rd. number 2 lane westbound 300' west of 162nd st.	10'-3"	#1 and #2 lane closures	N/A	2/20/2023	
MH 115335	Germann Rd. number 2 lane westbound 400' East of Greenfield	9'-6"	#1 & #2 lane closures	N/A	2/20/2023	
MH 135365	Germann Rd number 1 lane westbound between Greenfield and Higley	10'-7"	#1 lane closure; intersection @ Reseda on eastbound lane	water valve @ 3' to center	2/20/2023	
MH 139018	Germann Rd number 1 lane westbound between Greenfield and Higley	9'-8"	#1 lane closure; intersection @ S 162nd St on westbound lane	N/A	2/20/2023	
MH 139020	Germann Rd number 1 lane westbound between Greenfield and Higley	11'-4"	#1 lane closure; intersection @ S 164th St on westbound lane	N/A	2/20/2023	
MH 139814	Germann Rd number 1 lane westbound between Greenfield and Higley	10'-11"	#1 lane closure; intersection @ S 164th St on westbound lane	N/A	2/20/2023	
MH 138585	S Greenfield number 1 lane northbound @ E Walnut Ct; 800 ft south of Queen Creek Rd.	15'-7"	#1 lane closure; suicide lane closure	H2S Sensor installed in MH	2/23/2023	
MH 114101	Ocotillo Rd number 1 eastbound lane; 425 ft West of S 148th St.	27'-11"	TBD; traffic control currently installed.	Currently located in existing traffic control.	2/20/2023	JPCI
MH 114403	On Pecos in number one lane eastbound; between Val Vista and Lindsay Rd	18'-10 1/2"	#1 lane closure	N/A	2/24/2023	
MH 114405	On Pecos in number one lane eastbound; between Val Vista and Lindsay Rd	18'-10"	#1 lane closure	N/A	2/24/2023	
MH114407	On Pecos in number one lane eastbound; between Val Vista and Lindsay Rd	19'-1"	#1 lane closure	N/A	2/24/2023	
MH114412	On Pecos in number on lane westbound; 1250 ft East of Lindsay Rd	27'-6"	#1 lane closure	N/A	2/24/2023	
MH 125470	On Pecos in LH turn lane onto Lindsay; 310 ft East of Lindsay Rd	29'-4"	LH turn lane closure	20 ft curb & gutter; landscape (rock), R&R signage; electrical; irrigation	2/24/2023	Degan
MH 126328	On Pecos in landscape island (on westbound side); 1600 ft East of Higley	10'-8"	#1 lane closure	20' curb & gutter R&R; landscape (rock); tree R&R; irrigation, electric?	2/24/2023	
MH 126341	On E Pecos Rd eastbound in LH turn lane onto Brighton	14'-9"	LH turn lane and number 1 lane (westbound)	40' curb & gutter R&R; median pavers	2/27/2023	
MH 126342	On E Pecos Rd westbound in LH turn lane onto Napa Ln	14'-5"	LH turn lane and number 1 lane (eastbound)	striping?	2/27/2023	
MH 126343	On E Pecos Rd westbound in landscaped median	13'-11"	#1 lane closure	20' curb & gutter R&R; landscape (rock); tree removal; irrigation, 2.5' of grade ring	2/27/2023	
MH 126344	On Pecos in LH turn lane eastbound; between Higley and Recker	13'-6 1/2"	LH turn lane closure	3' grade ring	2/24/2023	
MH 129583	On E Pecos Rd westbound number 1 lane; 320' west of Higley Rd	14'-8"	#1 lane closure	20' curb & gutter R&R; landscape (rock); tree R&R; irrigation; 2.5' grade ring	2/27/2023	
MH 114128	Queen Creek Rd number 1 lane eastbound; between S Lindsay and S Val Vista Dr	22'-3"	#1 lane closure	N/A	2/20/2023	

MH 114129	Queen Creek Rd number 1 lane eastbound; between S Lindsay and S Val Vista Dr	22'-3"	# 1 lane closure	N/A	2/20/2023	
MH 114156	Queen Creek Rd number 1 lane eastbound; between S Lindsay and S Val Vista Dr	21'-7 1/2"	#1 lane closure; in intersection of Queen Creek & Layton Lane	N/A	2/20/2023	
MH 114157	Queen Creek Rd number 1 lane eastbound; between S Lindsay and S Val Vista Dr	21'-8"	#1 lane closure & LH turn lane closure	N/A	2/20/2023	
MH 132175	Queen Creek Rd number 1 lane eastbound; between Higley and Greenfield	14'-6 1/2"	#1 lane closure; suicide lane closure; @ intersection of S Rockwell St	N/A	2/20/2023	
MH 126009	On E Ray Rd number 1 lane eastbound; @ intersectino of S Wren Dr	19'-3"	#1 lane closure; turn lane out of S Wren	2.5' of grade ring	2/27/2023	
MH 126212	On E Ray Rd number 2 lane eastbound; 250 ft East of S Val Vista intersection	17'-3"	#2 lane closure	cop @ S Val Vista intersection	2/24/2023	
MH 126213	On E Ray Rd number 3 lane eastbound; 750 ft east of S Val Vista intersection	19'-8 1/2"	# 3 land closure and bike lane closure	N/A	2/24/2023	
MH 126214	On E Ray Rd number 3 lane eastbound; 1100 ft East of S Val Vista intersection (near Santan Vista Trail)	21'-3"	# 3 land closure and bike lane closure	N/A	2/24/2023	
MH 116062	Intersection of Warner and S Western Skies Dr	9'-2"			3/3/2023	JPCI
MH 125124	German Rd. in LH turn lane going westbound	22'-5"	LH turn lane closure	Approx 40 LF curb & gutter; Median paver rework	2/20/2023	Degan
MH 125203	On E Ray Rd number 1 lane eastbound; between Power and Recker	20'-1"	# 1 lane closure	3.5' grade ring; 30' curb & gutter R&R;	2/27/2023	
MH 125422	In landscape area on Germann Rd; 360 ft East of Quartz St intersection	28'-2"	turn lane closure	50 LF curb & gutter; landscape; irrigation; electric; 3' of grade ring	2/20/2023	Degan
MH 126263	Recker Rd southbound in bike lane; 290 ft south of Queen Creek intersection	16'-3"	Lane closure and bike lane closure	20 lf curb & gutter; landscape rock; cop @ Queen Creek intersection	2/20/2023	JPCI
MH 126427	In N Val Vista and E Lakeside Dr intersection	15'-10"	TBD (In intersection)	Cop for intersection?	2/23/2023	Degan
MH 126428	On N Val Vista in LH turn lane onto E Coral Cove Dr	15'-1 1/2"	#1 lane & LH turn lane	15' curb R&R; Pavers in median; Cop for intersection	2/23/2023	Degan
MH 126799	S Alberton Blvd southbound lane between E Portola Valley Dr and E Los Altos Rd	8'-9 1/2"	Flagger	N/A	2/20/2023	
MH 126809	S Alberton Blvd southbound lane north of E Portola Valley Dr	8'-2"	Flagger	N/A	2/20/2023	
MH 126812	S Alberton Blvd southbound lane at intersecrtion of E Woodside Way	6'-7 1/2"	Flagger	N/A	2/20/2023	
MH 126815	On S Recker Rd southbound in number 1 lane; 460 ft south of Ray Rd intersection	18'-5"	#1 lane closure	25' curb & gutter R&R; landscape rock	2/27/2023	
MH 126818	On S Recker Rd southbound in number 1 lane; 100 ft north of McCoy Blvd	16'-9"	#1 lane and LH turn lane	N/A	2/27/2023	
MH 126824	On S Recker Rd southbound in number 1 lane; 175 ft south of McCoy Blvd	16'-11 1/2"	#1 lane closure	25' curb & gutter R&R; landscape rock; 3.5' grade ring	2/27/2023	
MH 128170	Higley Rd southbound in LH turn lane; 360 ft south of Chandler Heights intersection	25'-3 1/2"	LH Turn Lane Closure	20 LF curb & gutter; median pavers; possible cop at Chandler Heights intersection	2/20/2023	
MH 132021	Lindsay Rd number 2 lane southbound; 250 ft south of Germann intersection	19'-3"	#1 and #2 lane closures	Cop for Germann intersection	2/20/2023	Degan
MH 136249	Middle of intersection Quartz & Germann	25'-11"		N/A	3/2/2023	Degan
MH 139607	Middle of landscape median near Riggs & Lindsay	8'-7"	N/A (located in middle of landscape area)	MH is in decent condition; within 1/4" mile of school	2/20/2023	JPCI

(Supporting Quotes & Documentation)

Asphalt



ALK Asphalt

Net 30 Payment Terms

Quote Valid for 30 Days

Prepared By:

David Cardenas

Contact Information

480-492-6463

David@ALKasphalt.com

www.ALKasphalt.com

Date: Monday, March 13, 2023

Proposal # 23111r2

Submitted To
 Archer Western
 4710 E. Elwood St Suite 6 Phx, AZ
 Andy Anderson
 480-617-6593
Andanderson@walshgroup.com

Project Description
 Town of Gilbert Manhole Rehab
 Various Locations
 Gilbert AZ 85298
Job #: PO#
Contract & WO #:

Project Manager:
 Tonya Jo Sloan
Contact Information:
 602-300-4892
 TonyaJo@ALKasphalt.com

Item #	Proposed Service(s) & Description(s)	Qty	Unit	Unit Rate	Total
01	Asphalt Patch 12' X 12' Patches in 2 Lifts	0	EA	\$ 2,566.00	\$ -
02	Adjust Manhole w/ Archer Western Providing the Manhole Hardware	0	EA	\$ 1,618.00	\$ -
03	Crack Seal Cut Line & Adjustment w/ Hot Applied Crack Seal	0	DY	\$ 800.00	\$ -
04	Mill 2' Edge of 12' X 12' Area (4 Hour Min)	0	HRS	\$ 350.00	\$ -
05	Curb Repair	0	LF	\$ 68.95	\$ -
06	Sidewalk Repair	0	SF	\$ 28.00	\$ -
07	ADA Repair	0	SF	\$ 32.00	\$ -
08	ADA Truncated Domes	0	EA	\$ 150.00	\$ -
09		0	SY	\$ -	\$ -

Project Total: \$ -

Includes: Asphalt Patch Pave, Cold Pour Cut Line, Adjust Manhole w/ Truck Delivered Concrete. Repair Concrete Curb.

IF NOT INCLUDED IN THE PROPOSED SERVICE/INCLUSIONS:

Excludes: •Bond •Work Outside of Job Limits •Saw Cut •Oil Stain Prep •Asphalt Patching •Striping •Underground Utilities •Tree Trimming •Utility Adjustments •Retention •Materials Testing •Inspection Fees •Night work •Weekend Work •Existing Subgrade Issues •Survey •City Permits •Taxes •Electric Work •Wall and Fence •Unknown Utilities •Removals for Other Trades •Hardware •Traffic Control •Off Duty Officers •Crack Seal •R & R of Parking Bumpers

ADDITIONAL SERVICES

- Utility Adjustment Exploration: \$150/HR
- Utility Adjustment Deeper Than 18": \$150/FT
- Utility Adjustment Hardware: Invoice + 20%
- Crew Standby Time: \$300 Per Hour

Approved by: _____

Date: _____

PO #: _____



Nesbitt Contracting Co., Inc.
 100 S. Price Rd.
 Tempe, AZ 85281
 ROC #074063A

ARCHER-WESTERN CONSTRUCTION

Attn:
 Project Location: Town of Gilbert
 Project Description: Asphalt Patching and Manhole Adjustments

Nesbitt Contact: Aaron Lucchesi
 Phone: 602-339-0872

Item No.	Description	Unit	Quantity	Unit Cost	Extended Amount
1	12' x 12' x 6" Thick Asphalt Patching	EA	140	\$ 2,600.00	\$ 364,000.00
2	Manhole Final Adjustments	EA	140	\$ 1,700.00	\$ 238,000.00
TOTAL PROPOSAL AMOUNT					\$ 602,000.00
SUBMITTING FIRM		Nesbitt Contracting, Inc.			

CLARIFICATIONS: Archer Western to supply all hardware and adjustment rings.
 Patching and/or adjustment areas must be clear & under traffic control before Nesbitt mobilizes to jobsite.
 All patch areas assumed to be 12'x12'x6" deep. Any variation will result in additional cost.
 Patch areas to be graded, compacted and ready for asphalt before Nesbitt mobilizes to job.

EXCLUSIONS: Tax
 Bond
 Special Insurance
 Traffic Control
 Sanitary Facilities
 Testing
 Survey

Coating



SOUTHWEST ENVIRONMENTAL
A DIVISION OF AIMS COMPANIES

Southwest Environmental
A Division of AIMS Companies
9452 North 16th Avenue
Phoenix, AZ 85021
Office: 602-331-0888

March 6, 2023

Estimating Dept.

Proposal: Town of Gilbert CMAR / Archer-Western 2023

Item	Description	Units	Qty	Unit Price	Extended
1	Rehab & Epoxy coat existing 5' diameter base to accept polymer material. Includes washing MH walls and removing steps.	EA	100	\$6000.00	\$600,000.00
Add	General rates for other services	XX	XX	XX	XX
2	Structural Reinforcement to MH base	EA	TBD	\$690.00	
3	Hydrovac sewer-line cleaning w/Vactor combo truck Rate: not including fuel surcharge or enviro., and dump fees if applicable	HR	TBD	\$195.00	

Scope: Confined Space Entry, Power-wash interior, remove steps and deleted material, rehab bench to MAG specs and to accommodate Armorock shaft material with an approved cementitious underlayment, application of 125mils DFT of Raven 405 100% Solids Epoxy to exposed concrete base/channel and interface to composite manhole material, Quality Testing, 5 year warranty. Pricing valid through July 2023.

This quotation is based on quantities, depths, pipe size, square footage, and diameters provided, and will be verified upon commencement of coating work. Durations are approximate.

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 project specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposed estimate. Prices based on Southwest Environmental Inc. standard insurance coverage's. Wrap insurance and/or fees are excluded. If required, it is to be provided by others and SW Environmental, Inc. must be named as additional insured. Note: This proposal may be withdrawn by us if not accepted within 30 days.

Excluded unless noted: Sewer-line cleaning and jetting, Third party inspection, Mfg. inspection, Flo-thru plugging greater than 24", Existing liner removal, Bypass pumping, Permits, Bonds, Taxes, Prevailing Wages, Training/Orientation, OCIP or CCIP Programs, Engineering, Licenses, Water Meter, Dirt/Debris/Sewage removal, and Infiltration Repair.

Respectfully submitted,
Southwest Environmental
A division of AIMS Companies

Don R. McDowell
VP of Operations

Accepted by: _____ Title: _____



PROPOSAL AND CONTRACT

DEGAN CONSTRUCTION LLC
PO Box 60245, PHOENIX AZ 85082
P. 602-795-8475 F. 602-795-8476
EMAIL: DWHETTEN@DEGANCON.COM

To: Archer Western Construction	Contact: Joshua Riegel
Address: 1830 N 95th Ave #114 Phoenix, AZ 85037	Phone: (602) 246-1485
Project Name: Gilbert CMAR - 8 MH Full Rehab	Bid Number: 23-106 V2
Project Location: Gilbert, AZ	Bid Date: 3/8/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001	MH #126427 - Manhole Rehab W/ Epoxytec CPP Sprayliner	1.00	UNIT	\$13,068.00	\$13,068.00
002	MH #126428 - Manhole Rehab W/ Epoxytec CPP Sprayliner	1.00	UNIT	\$12,940.00	\$12,940.00
003	MH #125470 - Manhole Rehab W/ Epoxytec CPP Sprayliner	1.00	UNIT	\$15,500.00	\$15,500.00
004	MH #125123 - Manhole Rehab W/ Epoxytec CPP Sprayliner	1.00	UNIT	\$13,752.00	\$13,752.00
005	MH #125124 - Manhole Rehab W/ Epoxytec CPP Sprayliner	1.00	UNIT	\$14,705.00	\$14,705.00
006	MH #125422 - Manhole Rehab W/ Epoxytec CPP Sprayliner	1.00	UNIT	\$14,730.00	\$14,730.00
007	MH #132021 - Manhole Rehab W/ Epoxytec CPP Sprayliner	1.00	UNIT	\$14,170.00	\$14,170.00
008	MH #136249 - Manhole Rehab W/ Epoxytec CPP Sprayliner	1.00	UNIT	\$15,055.00	\$15,055.00

Total Bid Price: \$113,920.00

Notes:


- **COMPLETED BY OTHERS**
- Surveying, Traffic Control, As-Builts, Construction Water Location, Potable Water Source for Pressure Testing, Pipe Spoil Haul Off.
- **GENERAL EXCLUSIONS**
- Bypasses Greater Than 24", Traffic Control, Demo of Existing Epoxy or Liners, Insecta Coating, Work on Holidays or Weekends
- Textura, Sales Taxes, Engineering, Hazardous Material Testing, Hazardous Material Abatement, NESHAP, Asphalt Patching, PVC Sleeves, SWPPP.
- This proposal is valid for 30 days due to volatility of materials
- Traffic control, grade rings, manhole frame/lid not included in pricing
- **GENERAL NOTES:**
- **NOTE:** For Major Bench Repair Requiring Rebar & Epoxy Dowells add **\$1000 EA**
- **SCOPE:**
- **Hydro Blast Entire MH**
 - Confined Space Entry
 - Daily JHA, PPE & Weekly Safety Meetings
 - Remove All Spoils (vac Trailer)
- **Re-Build Existing Base/Manhole**
 - Confined Space Entry
 - Daily THA, PPE, Weekly Meeting
 - Manage All Bypassing
 - Create Level "bench" For Inserts To Stack On
 - Minor Rebar Installations
- **Final Coating Of Base/Manhole**
 - Confined Space Entry
 - Daily JHA, PPE, & Weekly Meeting
 - Manage Bypassing
 - Epoxytech CPP Sprayliner System
 - 5 Year Warranty
- **Final Spark Testing**
 - Confined Space Entry
 - Daily JHA, PPE & Weekly Meeting
 - Spark Test W/ Inspector

• **JOB SPECIFIC CLARIFICATIONS:**

- Prices are based on other trades NOT impacting our work and encroaching on our work zone.

Payment Terms:

Terms of Payment shall be as follows: ____ UPON COMPLETION ____ OTHER ARRANGEMENTS PROGRESS ____ INITIALS

<p>ACCEPTED: 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: Degan Construction, LLC</p> <p>Authorized Signature: </p> <p>Estimator: Steven Paschen 509-899-1953 spaschen@degancon.com</p>
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Concrete



Price Expiration:
03/31/2023
See acceptance clause below

Customer Name ARCHER WESTERN CONSTRUCTION Attention _____
 Project Name TOG CMAR MH REHAB City GILBERT
 Project Address POWER & BASELINE C/St _____
 Office Phone _____ Fax _____ Email _____

Date 03/07/2023 Sales JOSEPH NONNO Cell # (602) 809-3964 Email jnonno@calportland.com Quote # 133834
 Customer # 1029364 Job Start 03/07/2023 Job End 03/31/2023

Volume	Product Number	Description	Unit Price	UOM	Comments
1200.00	P3025A01	3000 PSI 1" MAG A, ASH	\$164.00	CY	
	S10101S1	1 SK N/A SAND SLRY	\$128.00	CY	
1200	Total Volume		\$ 25.00	LOAD	Environmental Fee
			\$ 35.00	load	Fuel Surcharge
Fly ash and lightweight mixes subject to daily availability / All aggregates meet ASTM C 33.					

Comments : PRICE INCREASE \$10CY 4/1/23, PRICE EXPIRES 10/1/23

Subject to availability. CalPortland warrants that the concrete as delivered to this project will meet or exceed the design strength specified on the delivery ticket when evaluated in accordance with applicable ACI and ASTM standards. CalPortland does not provide Contractor Quality Control. CalPortland guarantees ticketed mix designs of less than 5,000psi for load of three yards or more. Mix strength for loads less than three yards is not guaranteed. Ticketed mix designs of 5,000psi or greater require a four-yard minimum. Three-yard minimum for all colored concrete. Concrete is a natural product. Seller cannot be responsible for variations in color, surface discoloration, popouts or variations in the finished product caused by finishing techniques or job site conditions. Due to potential reactive aggregates in Arizona, CalPortland recommends the use of a Class F Fly Ash to mitigate Alkali Silica Reactivity (ASR). Purchaser shall assume the liability for the use of a cement-only mix. On-site addition of allowable water per ASTM C94. CalPortland cannot guarantee single source materials.

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

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

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

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

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

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

Standing Time: \$2.00 per minute beyond 5 minutes per CY.
Minimum Load Charges: One Minimum Load Charge waived on orders of 1 full load or more.
 Under 6 CY = \$200.00

Excessive Trucking Fee: Split Loads or multiple Order Backs subject to Excessive Trucking Fees.
Fuel Surcharge: Variable Fuel Surcharge based on U.S. Energy Information Administration On-Highway Diesel Fuel Price Index and is adjusted weekly.
<https://www.eia.gov/petroleum/gasdiesel/>

Terms: All pricing is net 30 days with a valid credit application on file. All applicable sales taxes will be added to price.
Financing: All invoices are due and payable within 30 days of the original billing date. A Finance Charge of 1.5% per month on a pro-rated portion thereof (12% Annual Percentage Rate) will be charged upon all balances not paid within 30 days or first appearance on a Statement.
 We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge debit cards.

General Terms & Conditions of Sale: CalPortland Co. Terms and Conditions are applicable and included as page two of this quote. If you did not receive a copy, please contact CalPortland Sales Department at (602) 817-6950.
Acceptance: For this job quotation to be effective, written acceptance must be received no later than 30 days after quote date.

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



Ready Mix Terms and Conditions

Customer # 1029364 **Customer Name** ARCHER WESTERN CONSTRUCTION
Quote # 133834 **Project Title** TOG CMAR MH REHAB

Tempered Water:	Heated Water \$2.00 per cubic yard.
Ice:	\$0.50 per pound (Requires 3 – 5 business days notice).
Non-Chloride Accelerator:	\$0.09 per ounce.
Recover Set Delay Admixture:	\$0.20 per ounce.
Micro Fiber:	\$6.50 per pound.
Macro Fiber:	(Structural) Priced individually
	Please see manufacturer recommendation / specifications for suggested dosage rate.
Standard Liquid Color:	See mix detail for per yard pricing. Actual color of concrete may vary due to differences in cement, aggregates, job site conditions and finishing methods. Three-yard minimum load required.
Color Washouts:	\$25.00 per load
Standby Charges:	\$2.00 per minute beyond 5 minutes per cubic yard.
Minimum Load:	Under 6 CY = \$200.00
Excessive Trucking:	One Excessive Trucking Fee of \$200 will be assessed for each additional load required due to load sizes or multiple Order Backs.
Saturday Service:	\$10.00 per cubic yard Saturday operating hours 5:00am – 12:00pm Loads delivered outside of operating hours subject to additional charges
Split Load Charges:	\$250.00 per load.
Cancellation Charges:	All orders cancelled within 24 hours of scheduled delivery will be charged \$10.00 per cubic yard or \$250.00. Whichever is greater.
Return Concrete:	All loads returned with 5 cubic yards or more will be charged a Return Concrete Fee of \$300.00 per load.

Special Provisions:





PROJECT QUOTATION

Customer: Archer Western Contractors, LTD Josh Riegel - suprt 602-851-1054 jriegel@walshgroup.com	Project Town of Gilbert - CMAR Manholes Location Various locations, GILBERT, AZ 8500	Quote # 4995 (21) Quote Date 03/02/2023
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CONCRETE

Est Quantity 300.00 CYDS

Qty	Description	Mix ID	Price
100	1/2 Sack ABC Lean Slurry Mix (CLSM)	12011	\$130.50/CYD
100	1 Sack ABC Slurry, CLSM	12012	\$140.40/CYD
100	MAG-AA 4000 PSI, 1" Rock	14004	\$185.50/CYD
	Chilled Water		\$0.00/Per Yard
	Environmental		\$25.00/Each
	Fuel Surcharges		\$35.00/Each
	Hot Water		\$2.50/Per Yard
	Nitro		\$9.50/Per Yard
	SHORTLOAD CHARGES		\$200.00/Each

Concrete Terms & Conditions

Arizona Materials accepts no responsibility for any damage to curb and beyond curb line. It will be Buyers responsibility to contact Arizona Materials Quality Control Department with any concrete issue/concerns within 48 hours after placement. Buyer is responsible to provide safe access to point of delivery. All materials are produced in conformance with ACI / ASTM standards. Mixes quoted below, unless otherwise stated, conform to no specific water cement ratio, minimum sack content, shrinkage, temperature requirement, or the plans and specifications of this project.

All colored concrete loads have a 3 yard minimum.

Arizona Materials cannot guarantee compressive strengths of 5000 PSI or below for loads less than 3 yards.

5000 PSI or above must be 5 yards or more to guarantee compressive strength.

Payment is due and payable on or before the 15th day of the month following to receive 2% discount. Account must be current in full to be eligible to apply discount. A service charge not to exceed the maximum allowed by law applies on unpaid invoice amounts beginning the 1st day of the month following due date and daily thereafter until paid in full. Should litigation be commenced to enforce payment, the prevailing party is entitled to reimbursement of reasonable attorney fees and court costs.

Buyer has 30 days to validate quote with P.O. , signing issued quote, or written verification.

Price quoted are applicable pending availability of materials and are subject to change prior to commitment.

Price Increases as follow:

Price Increase #1: Add **\$15.00/CYD** on 09/01/2023

Prepared & Submitted By: Frank Campbell 6027217259 fcampbell@azmatl.com Prepared On 03/02/2023	ACCEPTANCE (void if not accepted before 04/01/2023) All prices expire on quoted expiration date: 02/29/2024 Signature: _____ Date: _____ Print Name/ Title: _____
---	---



Arizona Materials

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

Terms and Conditions of Sale

Additives

*Hot / Chilled Water - \$1.00 per cubic yard

***\$2.50 as of 3/1/23**

Nitrogen Cooling - \$9.50 per cubic yard

Non-Chloride Accelerator - \$2.00 per unit

Recover - \$2.50 per 1/2 Hour

Fiber

Micro Fiber - \$7.50 per pound

Macro Fiber (Structural) - Priced as Quoted

Color

Standard Liquid Color - See mix detail for per yard pricing

Color Washout - \$25.00 per load

Delivery

Fuel Surcharge - \$35.00 per load

Wash Out System Buckets - \$25.00 per load (requested at time of order)

Standby Charges - \$1.50 per minute beyond 6 minutes per cubic yard

Short Load Charges - 6 yards or less \$200.00 per load

Environmental Fee - \$25.00 per load

Weekend Delivery - \$50.00 per load

Plant Opening Charge - \$500.00/hr, 4 hour minimum

Sunday / Holiday Opening - \$750.00/hr, 4 hour minimum

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

Concrete Pricing subject to change based on market conditions

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

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

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

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

Crack Seal



ALK Asphalt

Net 30 Payment Terms

Quote Valid for 30 Days

Prepared By:

David Cardenas

Contact Information

480-492-6463

David@ALKasphalt.com

www.ALKasphalt.com

Date: Monday, March 13, 2023

Proposal # 23111r2

Submitted To
 Archer Western
 4710 E. Elwood St Suite 6 Phx, AZ
 Andy Anderson
 480-617-6593
Andanderson@walshgroup.com

Project Description
 Town of Gilbert Manhole Rehab
 Various Locations
 Gilbert AZ 85298
Job #: PO#
Contract & WO #:

Project Manager:
 Tonya Jo Sloan
Contact Information:
 602-300-4892
 TonyaJo@ALKasphalt.com

Item #	Proposed Service(s) & Description(s)	Qty	Unit	Unit Rate	Total
01	Asphalt Patch 12' X 12' Patches in 2 Lifts	0	EA	\$ 2,566.00	\$ -
02	Adjust Manhole w/ Archer Western Providing the Manhole Hardware	0	EA	\$ 1,618.00	\$ -
03	Crack Seal Cut Line & Adjustment w/ Hot Applied Crack Seal	0	DY	\$ 800.00	\$ -
04	Mill 2' Edge of 12' X 12' Area (4 Hour Min)	0	HRS	\$ 350.00	\$ -
05	Curb Repair	0	LF	\$ 68.95	\$ -
06	Sidewalk Repair	0	SF	\$ 28.00	\$ -
07	ADA Repair	0	SF	\$ 32.00	\$ -
08	ADA Truncated Domes	0	EA	\$ 150.00	\$ -
09		0	SY	\$ -	\$ -
Project Total: \$					-

Includes: Asphalt Patch Pave, Cold Pour Cut Line, Adjust Manhole w/ Truck Delivered Concrete. Repair Concrete Curb.

IF NOT INCLUDED IN THE PROPOSED SERVICE/INCLUSIONS:

Excludes: •Bond •Work Outside of Job Limits •Saw Cut •Oil Stain Prep •Asphalt Patching •Striping •Underground Utilities •Tree Trimming •Utility Adjustments •Retention •Materials Testing •Inspection Fees •Night work •Weekend Work •Existing Subgrade Issues •Survey •City Permits •Taxes •Electric Work •Wall and Fence •Unknown Utilities •Removals for Other Trades •Hardware •Traffic Control •Off Duty Officers •Crack Seal •R & R of Parking Bumpers

ADDITIONAL SERVICES

- Utility Adjustment Exploration: \$150/HR
- Utility Adjustment Deeper Than 18": \$150/FT
- Utility Adjustment Hardware: Invoice + 20%
- Crew Standby Time: \$300 Per Hour

Approved by: _____

Date: _____

PO #: _____

Euclid Grout



Home > Concrete and Chemicals > Cement, Concrete, Grout, Mortar and Bagged Aggregates > Grout > Euclid NS Grout 50 lb. Bag



Euclid NS Grout 50 lb. Bag

Mfg#: 08850 | SKU#: 61908850

Euclid

\$19.99 bag

Quantity:

- 1 +

ADD

Check estimated delivery enter zip

Tell us your zip code

CHECK

Hazardous material shipping restrictions apply. An alternate shipping method is required.

This item does not meet small parcel requirements.

Pricing shown based on zip code entered; price may vary if your address is in a different zip code/location.

PRODUCT DETAILS

NS GROUT is designed for critical use where high strength, non-staining characteristics and positive expansion are required. NS GROUT is a non-staining, expansive cementitious binder. It is extremely flowable. When cured, it appears similar to concrete in appearance.

- Pumps and fans, compressors & motors, generators, machine bases of all types, anchor bolts, column soleplates
- Non-staining natural aggregate • excellent bearing • does not contain any added chloride ions • outstanding strength
- Shelf life: 2 years in original, unopened package
- Fully complies with CRD C 621, corps of engineers specification for non-shrink grout • fully complies with ASTM C 1107, standard specification for cement grout • Canadian MTQ

[View more about this product](#)

Frame and Cover

QUOTE



a **MORSCO** brand



Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
222319	FORTILINE MESA	6310147	3/03/23	1

CUSTOMER
ARCHER WESTERN 4710 E. ELWOOD ST. STE 6 PHOENIX, AZ 85040

PROJECT INFORMATION
SEWER MANHOLE FRAMES & COVERS

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	100	EA	***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY ***** SANITARY SEWER MANHOLE F&C TOWN OF GILBERT SPEC -LEAD TIME: 10-12 WEEKS	986.5900	98,659.00
				Subtotal:	98,659.00
				Tax:	.00
				Bid Total:	98,659.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By RLR 3/06/23 9:24:33

Lad Tech Rings



3825 S. 27th St.
 Phoenix, Az 85040
 Bus (480) 675-8767
 Fax (602) 305-9139

Wet Taps · Installations · Inserting Valves Linestops

PROPOSAL

Cell 480-617-6593

TO: Archer Western - The Walsh Group	PHONE:	DATE: 3/6/2023
	JOB NAME: Gilbert Manhole Rehabs #221059	
	LOCATION: Various Locations	
ATTN: Andy Anderson	Gilbert Az.	

QTY	ITEM	Pallet QTY	UNIT	AMOUNT
1 Ea.	1/4" X 30" Ladtech Spacer Ring.	Any Amount	35.00	35.00
1 Ea.	1.50" to 2.1/4" 30" Slope Ring.	Qty 47	50.00	50.00
1 Ea.	1.50" x 30" Ladtech Manhole Adjustment Grade Ring.	Qty 58	50.00	50.00
1 Ea.	2.25" X 30" Ladtech Manhole Adjustment Grade Ring.	Qty 38	50.00	50.00
1 Ea.	4" x 30" Ladtech Manhole Adjustment Grade Ring.	Qty 21	70.00	70.00
1 Ea.	1/4" x 24" Ladtech Spacer Ring.	Any Amount	32.00	32.00
1 Ea.	1-1/4"x 24" Ladtech Manhole Adjustment Grade Ring.	Qty 69	40.00	40.00
1 Ea.	1-1/2"x 24" Ladtech Manhole Adjustment Grade Ring.	Qty 58	40.00	40.00
1 Ea.	2"x 24" Ladtech Manhole Adjustment Grade Ring.	Qty 43	40.00	40.00
1 Ea.	4"x 24" Ladtech Manhole Adjustment Grade Ring.	Qty 21	60.00	60.00
1 Ea.	3/4"x 1.50"x24" Slope Adjustment Grade Ring.	Qty 79	40.00	40.00
12 Ea.	Rolls of 3/8" Butyl Rope Sealing Caulk. 12 Per Case.		15.00	180.00
12 Ea.	Tubes of Butyl Sealing Caulk. 12 Tubes Per Case.		15.00	180.00
	Caulk & Rope Sold By The Case.			
	Butyl Rope is Needed For Vacuum Testing.			
	Sales Tax Will Be Added To Order @ 8.6%			
TOTAL				

NOTES: The butyl rope is to seal the first ring to the concrete cone & the butyl caulk is to make a seal on each after that. Approx.. 1 tube can do about 2-3 rings.

Respectively submitted,
 Pipeline Services, Inc.

By Bruce Martell

Milling

Bryco Asphalt Inc.
1959 S Power Rd #103 - 375
Mesa , AZ 85206
Office 480-987-9133 Fax 480-223-6411
AZ License #ROC206914 (L-05)
Brycomilling.com

PROPOSAL AND CONTRACT

3/8/23

Contact: **Walsh - Trimmer Prices**
Job: **158th St & Queen Creek Rd, Gilbert, AZ**

The undersigned agrees to furnish and provide necessary labor to do, perform and complete in a profession manner the following:

Trimmer Prices:

4 hour minimum = \$850

\$200 per hour after 4 hours.

For additional thickness of asphalt the price will be proportionately adjusted.

This work excludes: taxes, permits, after hours, traffic control, water permits, water, any and all damages to utilities including: cables, wires, pipes, etc. inside mill area, damage to curbing or valley gutter from crossing over with the machine.

Any damage caused to the machine by any unknowns inside work area.

Damage to teeth caused by any unknowns will be billed to the contractor at \$200 per broken tooth.

* Any additional work not noted above that may need to be completed by Bryco will need to be pre-approved between the customer and Bryco Asphalt Milling Inc. and a price determined before completion.

*Prices are based on the job as a whole and unit prices are based on given quantities.

* Pricing only good for 30 days.

Respectively submitted,

Brady Short

Bryco Asphalt Milling Inc.

CUSTOMER'S ACCEPTANCE

Bryco Asphalt Milling Inc. is hereby authorized to furnish all labor required to complete the work noted in the above proposal for which I agree Bryco Asphalt Milling Inc. will be paid the amount noted in said proposal in accordance with the terms thereof. Invoices are due upon receipt. 1.5% monthly late fee will be charged to all past due amounts. If invoice is not paid within 90 days, a Mechanics Lien will be placed on the job and additional charges will be charged to the customer.

ACCEPTANCE AND AUTHORIZED BY:

Signature: _____

Police Services



**Professional
Police
Services, Inc.**



3/4/2023

Attention: Andy Anderson
RE: Town of Gilbert – CMAR
Bid Item: Off-Duty Law Enforcement Officer

From: Ryan Leyba
Professional Police Services, Inc.

Phone: 602/692-9015
Fax: 602/926-0325

Professional Police Services would to be considered for the scheduling of off-duty officers on the above project if needed.

Off-Duty Law Enforcement Officer

Gilbert Police Department

Hourly Cost for Officer: \$87/hour (Officer) / \$98/hr (Sergeant) / \$109/hr (Lieutenant)

Maricopa County Sheriff's Office (vehicle included)

Hourly Cost for Deputy: \$82/hour (if requested less than 48 hours in advance rate is \$92/hour

Other Available Departments (vehicle included) (Provided in the event Gilbert PD cannot fill specific shifts)

Hourly Cost for Officer/Deputy: \$73/hour

**Pricing and polices are subject to change based on individual law enforcement departments' pricing and policy updates and reviews.

- ✓ We cover workers comp & liability insurance for armed officers and their patrol cars
- ✓ You receive one simplified billing – we pay the officers directly. Most law enforcement agencies require individual checks to their officers within 2 weeks of working.

Thank you for your consideration!

**All addenda reviewed

ryan@professionalpolicerservices.com / WWW.PROFESSIONALPOLICERSERVICES.COM

1009 E. Carlise Road, Phoenix, AZ 85086 ***** EIN 26-060-3357

Saw Cutting



Quote: 12788

Date: 7 Mar 2023

Expires: 6 Apr 2023

Quoted By: Lynn Olson
 (623) 521-4763
 lynn@a-core.com

A-Core Concrete Specialists of Arizona | 605 Drew St Mesa AZ 85210
 Phone# (480) 964-8662 | Fax # | License# 196637 CR-5

Customer	Contact	Job Information
ARCHER WESTERN CONTRACTORS 4710 E. Elwood St. PHOENIX, AZ 85040 (602) 246-1485	ANDY (480) 334-8682	GILBERT MANHOLE GILBERT & ELLIOT GILBERT, AZ

Qty	Description	Price	Adj	Total
1	Flat Saw Linear Feet: 40' Material: Asphalt 10'X10' AC AROUND MANHOLE ABOUT 100 LOCATIONS	200.00 Each		200.00
1	Mobilization	100.00 Each		100.00
0	Standby MINIMUM 3- 10'X10' LOCATIONS PER SHOW UP	175.00 Per Hr		0.00
			Total	300.00

General Terms & Conditions

All contracts are dependent upon both parties reaching a mutual agreement of terms. This document expires on the date above.

- Protection of existing conditions by others
- If we hit extra heavy amounts of rebar/steel or anything else unforeseen buried in the concrete that would cause excessive wear or damage to our diamond bits, blades or equipment, we will charge you accordingly for this.
- A-Core Inc. will not be responsible for repairs from cutting buried utilities or structures.
- Contractor is responsible for all layout of cut lines & holes.
- If job does not start on start date, price will change.
- Any added work or change order work will not be done without signed and dated authorized change order, regardless of job schedule.
- Price subject to change if conditions and scope on job vary from this quotation.
- A-Core reserves the right to have an escalation clause as part of this estimate.
- THIS SUBCONTRACT IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, A-Core will use its best efforts to staff and supply this project to meet the scheduled completion date. However, A-Core reserves its right to seek an excusable extension of time if A-Core or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the purchase order/subcontract, A-Core intends to seek additional costs associated with the suspension.

Exclusions

- All Layout is to be completed by Contractor
- All access to work areas via. ladders, lifts, cranes, shoring etc.to be provided by Contractor when applicable
- All shoring to be provided by and installed by Contractor (when applicable)
- All Traffic control, barricades, flaggers, message boards, Highway Patrol etc. is to be provided by Contractor
- Any Slurry / water control is to be provided by and disposed of by Contractor
- Double time will apply for work on Sundays and holidays
- A-Core can provide slurry / water control at an additional charge
- Contractor to provide Eco-Pans and dispose of the slurry / water
- Any X-Raying / GPR / Scanning to be provided by Contractor or A-Core can provide for an additional charge
- Any standby time waiting for access, layout, traffic control, engineer's decision, public,
- Transportation operations etc. will be charged the same hourly / unit rate of that task
- Contractor to provide all Blue Staking & add A-Core Inc. as a duplicate permit holder & on a rental agreement that covers it.
- Price is subject to change due to inclement weather.

Clarifications:

Minimum trip to project for one truck is \$ or lineal ft/mob charge, whichever is more

Excludes:

- Layout with stringline by others prior to our arrival
- Additional depth at additional cost
- Water Control
- Traffic Control
- Load/unload saw for multiple locations at additional cost

Accepted By: _____

Shoring and Plates

Servicing Branch:
 2950 W Durango St
 Phoenix, AZ 85009
 Ph: 602-272-8660
 Fax: 602-272-2358



RENTAL QUOTE

Date Issued: 3/1/2023

Quotation Provided To:

Archer Western

Project Information:

Gilbert

Projected Start Date:

Contact Information:

Andy
 Ph: 480-334-8682
 Fax:
 Email:

Quantity	Item #	Item Description	Each			Extended		
			Day	Week	4 Week	Day	Week	4 Week
12.00		6x12 Road Plates	6.10	42.70	170.80	73.20	512.40	2,049.60
12.00		1.5' Shores 94"-130" Cylinders	6.33	25.32	75.96	75.96	303.84	911.52
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
Subtotal						149.16	816.24	2,961.12

Standard Notes

- No rental purchase options are granted.
- Quote is valid 15 days from the date of issue.
- Unless otherwise stated this quote does not contain sales and or other local taxes. Sales tax shall be determined at the time of sale in accordance with applicable laws and regulations.
- Special ordered items, custom designed items, custom fabricated items and rush items not normally stocked by NTS may not be cancelled and or returned. All sales will be final upon acceptance of this quote.

Non-Rental Charges

Pick-up	195.00
Delivery	195.00
Engineering	
Other	

Notes	Quote Provided By
Delivery and pick up is per trip	Rick Secor, OSR Email: ricksecor@ntsafety.com Cell: 480-882-8897

My signature below acknowledges acceptance of this quotation as well as the associated terms and that I am authorized to sign this agreement on behalf of my company.

 Signature Printed Name Title Date Purchase Order

JPCI

(MH 114101)

(MH 126263)

(MH 139607)

(MH 116062)



J. P. C. I. SERVICES

Joseph Painting Company, Inc.

4702 E. Virginia Street Mesa AZ. 85215-9101

(480) 986-1212 Fax (480) 380-4461

License No. ROC197873 AE AZ ROC199485 AE AZ · ROC218119 A
ROC107144 L-34 AZ 280286 C-33, 280286 A CA

PROPOSAL

TO: Shane Cook
Archer Western

PHONE:
FAX:

DATE: March 8, 2023

CELL:

RE: Gilbert composite manhole installation

We propose to complete the following work as described below;

ITEM #	1	inserts and instalation on ⁴ 10 manholes per the attached sheets	
	Item #	1	Amount
			\$331,408.25
			\$125,690.00

TOTAL PROPOSAL AMOUNT: **\$125,690.00**
~~\$331,408.25~~
 plus applicable sales tax

The above proposal amount is based on a standard 40 hour per week work schedule. Extended hours, weekend and holiday work will be an add to the contract amount. All work orders need to give JPCI Services a minimum of two weeks notice before the start of the project.

. The cost of bonds, traffic control, bypass pumping, permit fees, manhole locating, Shoring, utility relocation and sales tax is excluded from the above proposal. Please do not hesitate to call should you need more information.

Sincerely,

Joe Nuciforo Jr.
Estimator

If you accept this proposal, please complete the information requested below and fax to (480)380-4461, along with a site map.

Accepted by: _____ Phone: _____
 Job Superintendent: _____ Phone: _____
 Estimated Start Date: _____ PO/Contract #: _____

Please notify Beckey Durfee at (480)986-1212 if there is a change in the start date.

Traffic Control

Proposal

Aguilar Traffic LLC.

Job Name: MH 126721 & 126720 **Date:** 3/6/2023
Job Location: Higley Rd & Chandler Hieghts **Phone:** _____
Customer: Archer Western **Fax:** _____
Contact: Shane Cook **Mobile:** 602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	Right lane with Closure With shiift		\$96.00	\$2,208.00
1	Delivery 1 TRUCK		\$380.00	\$380.00
1	Pick Up 1 TRUCK		\$380.00	\$380.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$37.20
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Subtotal	\$14,335.20
9.2 TAX	\$ 1,410.13
Total	\$15,745.33

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a right lanes on Shifting traffic in the turn lane.

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name: MH126719,MH126718,MH126717 **Date:** 3/6/2023
Job Location: E.Chandler Hieghts & S.Sunnyvale Ave **Phone:** _____
Customer: Archer Western **Fax:** _____
Contact: Shane Cook **Mobile:** 602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	Right lane with Closure With shiift		\$96.00	\$2,208.00
1	Delivery 1 TRUCK		\$380.00	\$380.00
1	Pick Up 1 TRUCK		\$380.00	\$380.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$37.20
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Subtotal	\$14,335.20
9.2 TAX	\$ 1,410.13
Total	\$15,745.33

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Scope of Work: Set a right lanes on Shifting traffic in the turn lane or Left Lane with the turn lane closure .

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name: MH 126744,MH 126723,MH 126743 **Date:** 3/6/2023
Job Location: E Chandler Heights Rd & S Recker Rd **Phone:** _____
Customer: Archer Western **Fax:** _____
Contact: Shane Cook **Mobile:** 602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	Left lane with Closure & Turnlane		\$96.00	\$2,208.00
1	Delivery 1 TRUCK		\$380.00	\$380.00
1	Pick Up 1 TRUCK		\$380.00	\$380.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$37.20
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Subtotal	\$14,335.20
9.2 TAX	\$ 1,410.13
Total	\$15,745.33

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a Left Lanes an Turn Lane closure.

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name:	MH 132175 & MH 134602	Date:	3/6/2023
Job Location:	E. Queen Creek Rd & Rockwell St	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	Right lane with Closure With shift		\$96.00	\$2,208.00
1	Delivery 1 TRUCK		\$380.00	\$380.00
1	Pick Up 1 TRUCK		\$380.00	\$380.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$37.20
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Subtotal	\$14,335.20
9.2 TAX	\$ 1,318.83
Total	\$15,654.03

Quotation is valid for 60 days.
Quotation Prepared By: Ramon Lopez

Scope of Work: Set a Lane lanes & Turn lane closure.

3423 N 28th Ave ,Phoenix
Phone: 602.334.1490
Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name: MH 126812 , MH126809 & MH 126799 **Date:** 3/7/2023
Job Location: E Woodside Way & S Atherton Bld **Phone:** _____
Customer: Archer Western **Fax:** _____
Contact: Shane Cook **Mobile:** 602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	6 way Flagger		\$81.00	\$1,836.00
17	Delivery 1 TRUCK		\$600.00	\$10,200.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$37.20
17	6 flaggers 10 hours (Aguilar Flagger s) or Order Temps thru Archer		\$ 2,100.00	\$ 35,700.00

Subtotal	\$47,798.20
9.2 TAX	\$ 4,397.43
Total	\$52,195.63

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: 6 way flaggers .

3423 N 28th Ave ,Phoenix
 Building C
 Fax: 602.595.0335

Included (Lump sum price):
 Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name: MH 115323,MH 115322,MH 115327 **Date:** 3/6/2023
Job Location: E Germann Rd Dr & S Higley Rd **Phone:** _____
Customer: Archer Western **Fax:** _____
Contact: Shane Cook **Mobile:** 602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	EB & WB Left Lane closure		\$144.00	\$3,312.00
1	Delivery 1 TRUCK		\$760.00	\$760.00
1	Pick Up 1 TRUCK		\$760.00	\$760.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
1	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$100.80
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Subtotal	\$16,262.80
9.2 TAX	\$ 1,496.17
Total	\$17,758.97

Scope of Work: Set a EB & WB Left lane lanes Germann Rd

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name: MH 115329,MH115328,MH115330 **Date:** 3/8/2023
Job Location: E Germann Rd Dr & S Higley Rd **Phone:** _____
Customer: Archer Western **Fax:** _____
Contact: Shane Cook **Mobile:** 602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	WB Left 2 Lane closure		\$144.00	\$3,312.00
1	Delivery 1 TRUCK		\$760.00	\$760.00
1	Pick Up 1 TRUCK		\$760.00	\$760.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
1	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$100.80
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Subtotal	\$16,262.80
9.2 TAX	\$ 1,496.17
Total	\$17,758.97

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a WB left 2 lane closure on Germann Rd .

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name: MH 115331 ,MH139814,MH139020 **Date:** 3/8/2023
Job Location: E Germann Rd Dr & 164th ST **Phone:** _____
Customer: Archer Western **Fax:** _____
Contact: Shane Cook **Mobile:** 602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	WB Left 2 Lane closure		\$144.00	\$3,312.00
1	Delivery 1 TRUCK		\$760.00	\$760.00
1	Pick Up 1 TRUCK		\$760.00	\$760.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
1	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$100.80
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Subtotal	\$16,262.80
9.2 TAX	\$ 1,496.17
Total	\$17,758.97

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a WB left 2 lane closure on Germann Rd & EB left turn pocket closed .

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name: MH11533,MH115365,MH139018 **Date:** 3/8/2023
Job Location: E Germann Rd Dr & 162th ST **Phone:** _____
Customer: Archer Western **Fax:** _____
Contact: Shane Cook **Mobile:** 602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	WB Left 2 Lane closure		\$144.00	\$3,312.00
1	Delivery 1 TRUCK		\$760.00	\$760.00
1	Pick Up 1 TRUCK		\$760.00	\$760.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
1	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$100.80
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Subtotal	\$16,262.80
9.2 TAX	\$ 1,496.17
Total	\$17,758.97

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a WB left 2 lane closure on Germann Rd & EB left turn pocket closed .

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name:	115334, MH 115335	Date:	3/8/2023
Job Location:	E Germann Rd Dr & S Pico S MH	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	WB Left 2 Lane closure		\$144.00	\$3,312.00
1	Delivery 1 TRUCK		\$760.00	\$760.00
1	Pick Up 1 TRUCK		\$760.00	\$760.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
1	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$100.80
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Subtotal	\$16,262.80
9.2 TAX	\$ 1,496.17
Total	\$17,758.97

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a WB left 2 lane closure on Germann Rd & EB left turn pocket closed .

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name:	MH 126818, MH 126815 ,MH 126824	Date:	3/6/2023
Job Location:	S Recker Rd & E Ray Rd	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	Right lane with Closure With shiift into the Bike lane		\$96.00	\$2,208.00
1	Delivery 1 TRUCK		\$380.00	\$380.00
1	Pick Up 1 TRUCK		\$380.00	\$380.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$37.20
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Subtotal	\$14,335.20
9.2 TAX	\$ 1,410.13
Total	\$15,745.33

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a SB Right lane closure on Recker Rd with Shift into the Bike lane.

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

---Temporary Traffic Control---Traffic Control Plans---Road Plates---Asphalt/Concrete Cutting---
 ---Asphalt Milling---Asphalt Restoration---Concrete Restoration---

Proposal

Aguilar Traffic LLC.

Job Name:	MH 125203, MH 126009	Date:	3/8/2023
Job Location:	S Wren Rd & E Ray Rd	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	WB Left 2 Lane closure		\$144.00	\$3,312.00
1	Delivery 1 TRUCK		\$760.00	\$760.00
1	Pick Up 1 TRUCK		\$760.00	\$760.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
1	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$100.80
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Subtotal	\$16,262.80
9.2 TAX	\$ 1,496.17
Total	\$17,758.97

Scope of Work: Set a EB left 2 lane closure on Ray Rd .

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name: MH 126212 , MH 126213 , MH126214 **Date:** 3/8/2023
Job Location: S Val Vista Dr & E Ray Rd **Phone:** _____
Customer: Archer Western **Fax:** _____
Contact: Shane Cook **Mobile:** 602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	WB Right 2 Lane closure		\$114.00	\$2,622.00
1	Delivery 1 TRUCK		\$380.00	\$380.00
1	Pick Up 1 TRUCK		\$380.00	\$380.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
1	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$100.80
17	RESET & TAKE DOWN 1 MEN 1 TRUCK		\$ 480.00	\$ 8,160.00

Subtotal	\$11,667.80
9.2 TAX	\$ 1,073.43
Total	\$12,741.23

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a EB left 2 lane closure on Ray Rd .

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

*---Temporary Traffic Control---Traffic Control Plans---Road Plates---Asphalt/Concrete Cutting---
 ---Asphalt Milling---Asphalt Restoration---Concrete Restoration---*

Proposal

Aguilar Traffic LLC.

Job Name:	MH 129583, MH 126328, MH 126344	Date:	3/8/2023
Job Location:	E Pecos Rd & S Higley Rd	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	WB Left 2 Lane closure		\$144.00	\$3,312.00
1	Delivery 1 TRUCK		\$760.00	\$760.00
1	Pick Up 1 TRUCK		\$760.00	\$760.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
1	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$100.80
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Subtotal	\$16,262.80
9.2 TAX	\$ 1,496.17
Total	\$17,758.97

Scope of Work: Set a WB left 2 lane closure on Pecos Rd

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name:	MH 114157 , MH 114156	Date:	3/8/2023
Job Location:	E Queen Creek Rd & S Layton Lakes Blvd E	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	EB Left 2 Lane closure		\$144.00	\$3,312.00
1	Delivery 1 TRUCK		\$760.00	\$760.00
1	Pick Up 1 TRUCK		\$760.00	\$760.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
1	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$100.80
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00
7 DAYS	4 VMB		\$ 340.00	\$ 2,380.00
4	VMB DELIVERY		\$ 240.00	\$ 960.00
4	VMB PICK UP		\$ 240.00	\$ 960.00
			Subtotal	\$20,562.80
			9.2 TAX	\$ 1,891.77
			Total	\$22,454.57

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a EB left 2 lane closure on Queen Creek No left on Layton Lakes. We will place 4 Message Boards 7 days prior to start .

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name:	MH 114128 , MH 114129	Date:	3/8/2023
Job Location:	E Queen Creek Rd & S Layton Lakes Blvd E	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	EB Left 2 Lane closure		\$144.00	\$3,312.00
1	Delivery 2 Men 2 Trucks		\$760.00	\$760.00
1	Pick Up 2 Men 2 Trucks		\$760.00	\$760.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
1	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$100.80
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Subtotal	\$16,262.80
9.2 TAX	\$ 1,496.17
Total	\$17,758.97

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a EB left 2 lane closure on Queen Creek Rd.

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name: MH, 114412,MH 114407 Date: 3/8/2023
Job Location: E Pecos Rd & S Southwind Dr Phone:
Customer: Archer Western Fax:
Contact: Shane Cook Mobile: 602-501-4113

Table with 6 columns: Estimator, Purchase Order #, FOB, Ship Via, Terms, Proposed Start Date. Values: Ramon Lopez, [blank], [blank], NBC, Net 30, [blank]

Main line items table with 5 columns: Quantity, Description, Labor Price, Unit Price, Total. Includes items like EB & WB Left Lane closure, Delivery 2 Men 2 Trucks, etc.

Quotation is valid for 60 days.
Quotation Prepared By: Ramon Lopez

Summary table with 2 columns: Description, Amount. Rows: Subtotal (\$16,262.80), 9.2 TAX (\$ 1,496.17), Total (\$17,758.97)

3423 N 28th Ave ,Phoenix
Phone: 602.334.1490
Fax: 602.595.0335

Scope of Work:Set a EB & WB Left lane lanes on Pecos Rd.

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

---Temporary Traffic Control---Traffic Control Plans---Road Plates---Asphalt/Concrete Cutting---
---Asphalt Milling---Asphalt Restoration---Concrete Restoration---

Proposal

Aguilar Traffic LLC.

Job Name:	MH 114403, MH 114404 , MH 114405	Date:	3/6/2023
Job Location:	E Pecos Rd & S Passion Dr	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
23 days	Right lane with Closure With shift		\$120.00	\$2,760.00
1	Delivery 1 TRUCK		\$380.00	\$380.00
1	Pick Up 1 TRUCK		\$380.00	\$380.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$37.20
17	RESET & TAKE DOWN 2 MEN 1 TRUCK		\$ 665.00	\$ 11,305.00

Subtotal	\$14,887.20
9.2 TAX	\$ 1,369.62
Total	\$16,256.82

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a right lanes on Shifting traffic in the Bike lane .

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

---Temporary Traffic Control---Traffic Control Plans---Road Plates---Asphalt/Concrete Cutting---
 ---Asphalt Milling---Asphalt Restoration---Concrete Restoration---

Proposal

Aguilar Traffic LLC.

Job Name:	MH 126263	Date:	3/12/2023
Job Location:	S. Reckere Rd & E. Queen Creek Rd	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shnae Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
14 days	Shift		\$46.00	\$644.00
1	Delivery 1 MAN 1TRUCK		\$240.00	\$240.00
1	Pick Up 1 MAN 1 TRUCK		\$240.00	\$240.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$0.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$68.60
10	RESET & TAKE DOWN 1 MAN 1 TRUCK		\$ 420.00	\$ 4,200.00
			Subtotal	\$5,392.60
			10% mark up	\$539.26
			9.2 TAX	\$ 545.73
			Total	\$6,477.59

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set to the Shift to the east on Reckere Rd. MH 126263

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name:	MH 139607	Date:	3/12/2023
Job Location:	S.Val Vista Dr & E. Riggs Rd	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
14 days	100' 24 Hour Shoulder		\$23.00	\$322.00
1	Delivery 1 MAN 1 TRUCK		\$240.00	\$240.00
1	Pick Up 1 MAN 1 TRUCK		\$240.00	\$240.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$0.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$68.60
1	MCDOT FEE		\$ 30.00	\$ 30.00
			Subtotal	\$900.60

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

	Subtotal	\$900.60
	10% mark up	\$90.06
	9.2 TAX	\$ 91.14
	Total	\$1,081.80

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Scope of Work: Set a 24 Hour Shoulder NB Val Vista Dr. Just South of Riggs Rd MH
 139607.

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name:	MH 114101	Date:	3/12/2023
Job Location:	E. Ocotillo Rd & S. Gold Leaf Dr	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
14 days	Shift		\$46.00	\$644.00
1	Delivery 1 MAN 1 TRUCK		\$240.00	\$240.00
1	Pick Up 1 MAN 1 TRUCK		\$240.00	\$240.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$0.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$68.60
10	RESET & TAKE DOWN 1 MAN 1 TRUCK		\$ 420.00	\$ 4,200.00
			Subtotal	\$5,392.60
			10% Mark Up	\$539.26
			9.2 TAX	\$ 545.73
			Total	\$6,477.59

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a Shift to the south on Ocotillo Rd at Gold Leaf Dr . MH 114101

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name:	MH 116062	Date:	3/12/2023
Job Location:	E. Warner Rd & S.Western Skies Dr	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
14 days	Right lane with Closure With shift		\$96.00	\$1,344.00
1	Delivery 1 MAN 1 TRUCK		\$240.00	\$240.00
1	Pick Up 1 MAN 1 TRUCK		\$240.00	\$240.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$37.20
10	RESET & TAKE DOWN 1 MaN 1 TRUCK		\$ 420.00	\$ 4,200.00
			Subtotal	\$6,086.20
			10% mark up	\$608.62
			9.2 TAX	\$ 615.92
			Total	\$7,310.74

Quotation is valid for 60 days.
Quotation Prepared By: Ramon Lopez

3423 N 28th Ave ,Phoenix
Phone: 602.334.1490
Fax: 602.595.0335

Scope of Work:Set a right lane Closure on Warber Rd a to the Wast on Western Skies .
MH 116062.

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name:	126525 MH 128170	Date:	3/11/2023
Job Location:	N. Neely St & Elliot Rd	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
14 days	WB Left Lane closure & Turn Lane		\$94.00	\$1,316.00
1	Delivery 1 TRUCK		\$240.00	\$240.00
1	Pick Up 1 TRUCK		\$240.00	\$240.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$0.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$72.80
10	RESET & TAKE DOWN 1 MEN 1 TRUCK		\$ 420.00	\$ 4,200.00

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Subtotal	\$6,068.80
10% mark up	\$ 606.88
9.2% tax	\$614.16
Total	\$7,289.84

Scope of Work: Set a WB Left lane lanes on Elliot Rd E/O Neely St.

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees. Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name:	_____ MH 125124	Date:	_____ 3/12/2023
Job Location:	_____ E. Germann Rd & Concord St	Phone:	_____
Customer:	_____ Archer Western	Fax:	_____
Contact:	_____ Shane Cook	Mobile:	_____ 602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
10 days	Left Turn Bay		\$23.00	\$230.00
1	Delivery 1 MAN 1TRUCK		\$240.00	\$240.00
1	Pick Up 1 MAN 1 TRUCK		\$240.00	\$240.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$0.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$68.60
10	Reset & Take Down		\$ 360.00	\$ 3,600.00
			Subtotal	\$4,378.60
			10% mark up	\$437.86
			9.2 TAX	\$ 443.11
			Total	\$5,259.57

Quotation is valid for 60 days.

Quotation Prepared By: Ramon Lopez

Scope of Work: Set a Left Turnbay Pocket .MH 125124.

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

---Temporary Traffic Control---Traffic Control Plans---Road Plates---Asphalt/Concrete Cutting---
 ---Asphalt Milling---Asphalt Restoration---Concrete Restoration---

Proposal

Aguilar Traffic LLC.

Job Name:	MH 132021	Date:	3/12/2023
Job Location:	S.Lindsay Rd & E. Germann Rd	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
14 days	SB Left Lane closure		\$94.00	\$1,316.00
1	Delivery 1 1 MAN 1 TRUCK		\$240.00	\$240.00
1	Pick Up 1 MAN 1 TRUCK		\$240.00	\$240.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
1	Submitsl Fee		\$ 25.00	\$0.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$72.80
10	RESET & TAKE DOWN 1 MAN 1 TRUCK		\$ 420.00	\$ 4,200.00
			Subtotal	\$6,068.80
			10% mark up	\$668.80
			9.2 TAX	\$ 619.85
			Total	\$7,357.45

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a SB Left lane lanE Closure on Lindsay Rd just S/O Germann Rd .
 MH 125123

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name: MH 136249 **Date:** 3/12/2023
Job Location: E. Germann Rd & S.Quartz St **Phone:** _____
Customer: Archer Western **Fax:** _____
Contact: Shane Cook **Mobile:** 602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
14 days	WB Left Lane with No left Turns.		\$96.00	\$1,344.00
1	Delivery 1 MAN 1 TRUCK		\$240.00	\$240.00
1	Pick Up 1 MAN 1 TRUCK		\$240.00	\$240.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$37.20
10	RESET & TAKE DOWN 1 MaN 1 TRUCK		\$ 420.00	\$ 4,200.00
4	4 VMB (If Requested)		\$ 340.00	\$ 2,380.00
4	VMB DELIVERY		\$ 240.00	\$ 960.00
4	VMB PICK UP		\$ 240.00	\$ 960.00
			Subtotal	\$10,386.20
			10% mark up	\$1,038.62
			9.2 TAX	\$ 1,051.08
			Total	\$12,475.90

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

Scope of Work: Set a WB Left Lane Closure on Germann Rd . 4 way no left turns.VMB if requested by the City ,MH 136249.

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name:	MH 126427 , MH 126428	Date:	3/12/2023
Job Location:	E. Coral Cove Dr & Val Vista Dr .	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook		602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
14 days	SB Left Lane with No left Turns.		\$96.00	\$1,344.00
1	Delivery 1 MAN 1 TRUCK		\$240.00	\$240.00
1	Pick Up 1 MAN 1 TRUCK		\$240.00	\$240.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
2	Submitsl Fee		\$ 25.00	\$ 25.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$37.20
10	RESET & TAKE DOWN 1 MaN 1 TRUCK		\$ 420.00	\$ 4,200.00
4	4 VMB (If Requested)		\$ 340.00	\$ 2,380.00
4	VMB DELIVERY		\$ 240.00	\$ 960.00
4	VMB PICK UP		\$ 240.00	\$ 960.00
			Subtotal	\$10,386.20
			10% mark up	\$1,038.62
			9.2 TAX	\$ 1,051.08
			Total	\$12,475.90

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Scope of Work:Set a SB Left Lane Closure on Vavlvista Dr. 4 way no left turns.VMB if requested by the City ,MH 126427 ,126428

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

Proposal

Aguilar Traffic LLC.

Job Name:	MH 125422	Date:	3/12/2023
Job Location:	E.Germann Rd & S. Granite St	Phone:	
Customer:	Archer Western	Fax:	
Contact:	Shane Cook	Mobile:	602-501-4113

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez				Net 30	

Quantity	Description	Labor Price	Unit Price	Total
14 days	WB Left Lane closure		\$94.00	\$1,316.00
1	Delivery 1 1 MAN 1 TRUCK		\$240.00	\$240.00
1	Pick Up 1 MAN 1 TRUCK		\$240.00	\$240.00
2	TCP (ONE TIME CHARGE)		\$0.00	\$0.00
1	Submitsl Fee		\$ 25.00	\$0.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$72.80
10	RESET & TAKE DOWN 1 MAN 1 TRUCK		\$ 420.00	\$ 4,200.00
			Subtotal	\$6,068.80
			10% mark up	\$606.88
			9.2 TAX	\$ 614.16
			Total	\$7,289.84

Quotation is valid for 60 days.
 Quotation Prepared By: Ramon Lopez

3423 N 28th Ave ,Phoenix
 Phone: 602.334.1490
 Fax: 602.595.0335

Scope of Work:Set a WB Left lane lanE Closure on Germann Rd Rd just W/O Val Vista Dr .
 MH 125422.

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.Goodyear fees

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

(Project Risk Register)

TOWN OF GILBERT
PROJECT #WW1248
RISK REGISTER - GMP (MARCH 2023)

Risk #	Threat / Opportunity	Type of Risk/Opp	Phase				Risk Event	Description of Impact	Impact Type							Risk Analysis (L/M/H Scale)		Risk Response Action and Status	Response Responsible Party	Risk Reserve Required?	Total Potential Risk (\$)	Cost Allocation		
			Planning	Design	Construction	O&M			Cost	Schedule	Quality	Social and Environmental	Contractual	Regulatory	Health and Safety	Operations	Probability (P)						Impact (I)	
1	Threat	Scope Gap			X		Manhole Base Repair	Based on past experience, 10% repairs have been included with cost model. Total Potential Risk is to fix balance of manhole bases @ \$690 for material, \$1500 for traffic control, \$7500/d for additional OH per manhole. Assumed work will take 1 day per MH.	X	X	X							Very Low	Very Low	Add into construction contingency	AWC	Yes	\$ 558,144	\$ 5,581
2	Threat	Scope Gap			X		Line Cleaning	Based on past experience, 10% line cleaning have been included with cost model. Total Potential Risk is to clean balance of manholes @ \$2500/d for vac truck subcontract, \$1500/d for traffic control, \$7500/d for additional OH per manhole. Assumed work will take 1 day per MH.	X	X						X	X	Very Low	Very Low	Add into construction contingency	AWC	Yes	\$ 662,400	\$ 6,624
3	Threat	Scope Gap			X		T-Lock Removal	Based on past experience, 5% line cleaning have been included with cost model. Total Potential Risk is to remove T-lock balance of manholes @ \$2000/d for subcontract, \$1500/d for traffic control, \$7500/d for additional OH per manhole. Assumed work will take 1 day per MH.	X	X	X						X	Very Low	Very Low	Add into construction contingency	AWC	Yes	\$ 668,800	\$ 6,688
4	Threat	Risk			X		Utility Conflicts	Based on past experience, 5% line utility conflicts have been included with cost model. Total Potential Risk is a conflict at balance of manholes @ \$2500/d for vac truck, \$1500/d for traffic control, \$7500/d for additional OH per manhole. Assumed work will take 1 day per MH.	X	X		X	X			X	X	Very Low	Medium	Add into construction contingency	AWC	Yes	\$ 668,800	\$ 20,064
5	Threat	Risk			X		Large Diameter Pipe	Anything over 24-inch diameter line plug setting. Assumed 3 MH in cost model. Total Potential Risk for additional MH above 24-inch. Risk is for \$2000/d Southwest, \$1500/d Traffic Control, and \$7500/d AW OH time. Assumed 2 additional days per MH.	X	X							X	Very Low	Low	Add into construction contingency	AWC	Yes	\$ 832,000	\$ 16,640
6	Threat	Risk			X		Coring / Chemical Feed Lines	Cost model assumes 10 locations that have drop manholes and require coring. Risk for additional MH coring required. Cost for coating subcontract. \$2000/d Southwest, \$7500/d AW, \$1500/d Traffic Control. Assumed 1 additional day per MH.	X	X								Very Low	Very Low	Add into construction contingency	AWC	Yes	\$ 704,000	\$ 21,120
7	Threat	Risk			X		Tree Removal	Cost model has accounted for removal of 10 trees @ \$1500/tree. Total Potential Risk is for an additional 50 trees that require removal @ \$1500/tree.	X	X		X				X		Low	Low	Add into construction contingency	AWC	Yes	\$ 30,000	\$ 1,800
TOTAL																					\$ 4,124,144	\$ 78,532		

(Project Schedule)

Activity ID	Activity Name	Original Duration	Start	Finish	2023											
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Total		198	31-Jan-23 A	20-Nov-23	Total											
WW1242 TOG Manhole CMAR - GMP1 Rev 1		198	31-Jan-23 A	20-Nov-23	WW1242 TOG Manhole											
GENERAL CONDITIONS		195	31-Jan-23 A	15-Nov-23	GENERAL CONDITIONS											
GC-1000	Notice of Award	0	31-Jan-23 A		Notice of Award											
GC-1010	Notice to Proceed - Pre-Construction	0	01-Feb-23 A		Notice to Proceed - Pre-Construction											
GC-1020	Notice to Proceed - Construction	0	19-Apr-23		◆ Notice to Proceed - Construction											
GC-1030	Substantial Completion	0		06-Nov-23	◆ Substantial Completion											
GC-1050	Weather Delays	7	07-Nov-23		■ Weather Delays											
GC-1040	Final Completion/Project Complete	0		15-Nov-23	◆ Final Completion/Project Complete											
PRE-CONSTRUCTION		47	09-Feb-23 A	18-Apr-23	PRE-CONSTRUCTION											
PC-1050	CMAR Kick-Off Meeting	0		09-Feb-23 A	CMAR Kick-Off Meeting											
PC-1000	Assemble Preconstruction Budget & Submit to TOG (March 6)	10	13-Feb-23 A	03-Mar-23 A	■ Assemble Preconstruction Budget & Submit to TOG (March 6)											
PC-1020	Site Investigation & Verification of Existing Manholes	10	27-Feb-23	10-Mar-23	■ Site Investigation & Verification of Existing Manholes											
PC-1030	Assemble Construction GMP & Submit to TOG (April 3, 2023)	10	06-Mar-23	17-Mar-23*	■ Assemble Construction GMP & Submit to TOG (April 3, 2023)											
PC-1010	Council Approval Precon Budget (April 4th, 2023)	0		04-Apr-23*	◆ Council Approval Precon Budget (April 4th, 2023)											
PC-1040	Council Approval - Construction GMP (April 18, 2023)	0		18-Apr-23*	◆ Council Approval - Construction GMP (April 18, 2023)											
PROCUREMENT		85	19-Apr-23	17-Aug-23	PROCUREMENT											
SUBCONTRACT & PURCHASE AGREEMENTS		28	19-Apr-23	26-May-23	SUBCONTRACT & PURCHASE AGREEMENTS											
CONT-1000	Purchase Order - Armorock	5	19-Apr-23	25-Apr-23	■ Purchase Order - Armorock											
CONT-1070	Subcontract - Southwest Industrial Coatings	10	19-Apr-23	02-May-23	■ Subcontract - Southwest Industrial Coatings											
CONT-1090	Subcontract - Traffic Control Sub	5	19-Apr-23	25-Apr-23	■ Subcontract - Traffic Control Sub											
CONT-1020	Purchase Order - Lad Tech Risers	5	20-Apr-23	26-Apr-23	■ Purchase Order - Lad Tech Risers											
CONT-1030	Purchase Order - CAP Bolt Down Lids	5	21-Apr-23	27-Apr-23	■ Purchase Order - CAP Bolt Down Lids											
CONT-1040	Purchase Order - Concrete Supplier	10	24-Apr-23	05-May-23	■ Purchase Order - Concrete Supplier											
CONT-1050	Subcontract - Paving Sub	10	25-Apr-23	08-May-23	■ Subcontract - Paving Sub											
CONT-1080	Subcontract - Degan Construction	20	26-Apr-23	23-May-23	■ Subcontract - Degan Construction											
CONT-1060	Subcontract - JPCI	20	27-Apr-23	24-May-23	■ Subcontract - JPCI											
CONT-1010	Purchase Order - Olson Precast	20	01-May-23	26-May-23	■ Purchase Order - Olson Precast											
SUBMITTALS		36	19-Apr-23	08-Jun-23	SUBMITTALS											
SUB-1030	Submit - Euclid Grout	5	19-Apr-23	25-Apr-23	■ Submit - Euclid Grout											
SUB-1000	Submit - Manhole Insert Supplier - Armorock	10	26-Apr-23	09-May-23	■ Submit - Manhole Insert Supplier - Armorock											
SUB-1010	Submit - Lad Tech Risers	10	27-Apr-23	10-May-23	■ Submit - Lad Tech Risers											
SUB-1020	Submit - CAP Bolt Down Lids	10	28-Apr-23	11-May-23	■ Submit - CAP Bolt Down Lids											
SUB-1001	Submit - Manhole Insert Supplier - Olson Precast	10	01-May-23	12-May-23	■ Submit - Manhole Insert Supplier - Olson Precast											
SUB-1050	Submit - Manhole Coatings - SWE	10	03-May-23	16-May-23	■ Submit - Manhole Coatings - SWE											
SUB-1070	Submit - Concrete Mix Design	10	08-May-23	19-May-23	■ Submit - Concrete Mix Design											
SUB-1040	Submit - Asphalt Mix Design	10	09-May-23	22-May-23	■ Submit - Asphalt Mix Design											
SUB-1060	Submit - Manhole Coatings - Degan	10	24-May-23	07-Jun-23	■ Submit - Manhole Coatings - Degan											
SUB-1002	Submit - Manhole Insert Supplier - JPCI	10	25-May-23	08-Jun-23	■ Submit - Manhole Insert Supplier - JPCI											
REVIEW & APPROVE		41	26-Apr-23	22-Jun-23	REVIEW & APPROVE											
REV-1030	Review & Approve - Euclid Grout	10	26-Apr-23	09-May-23	■ Review & Approve - Euclid Grout											
REV-1000	Review & Approve - Manhole Insert Supplier - Armorock	10	10-May-23	23-May-23	■ Review & Approve - Manhole Insert Supplier - Armorock											
REV-1010	Review & Approve - Lad Tech Risers	10	11-May-23	24-May-23	■ Review & Approve - Lad Tech Risers											
REV-1020	Review & Approve - CAP Bolt Down Lids	10	12-May-23	25-May-23	■ Review & Approve - CAP Bolt Down Lids											
REV-1001	Review & Approve - Manhole Insert Supplier - Olson Precast	10	15-May-23	26-May-23	■ Review & Approve - Manhole Insert Supplier - Olson Precast											
REV-1050	Review & Approve - Manhole Coatings - SWE	10	17-May-23	31-May-23	■ Review & Approve - Manhole Coatings - SWE											
REV-1070	Review & Approve - Concrete Mix Design	10	22-May-23	05-Jun-23	■ Review & Approve - Concrete Mix Design											
REV-1040	Review & Approve - Asphalt Mix Design	10	23-May-23	06-Jun-23	■ Review & Approve - Asphalt Mix Design											
REV-1060	Review & Approve - Manhole Coatings - Degan	10	08-Jun-23	21-Jun-23	■ Review & Approve - Manhole Coatings - Degan											
REV-1002	Review & Approve - Manhole Insert Supplier - JPCI	10	09-Jun-23	22-Jun-23	■ Review & Approve - Manhole Insert Supplier - JPCI											
FAB & DELIVER		60	24-May-23	17-Aug-23	FAB & DELIVER											
FAB-1000	Fab & Deliver - Armorock Inserts	60	24-May-23	17-Aug-23	■ Fab & Deliver - Armorock Inserts											
FAB-1030	Fab & Deliver - Lad Tech Risers	15	25-May-23	15-Jun-23	■ Fab & Deliver - Lad Tech Risers											

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
 ■ Actual Level of Effort
 ■ Remaining Work
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Activity ID	Activity Name	Original Duration	Start	Finish	2023																		
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec								
FAB-1040	Fab & Deliver - CAP Bolt Down Lids	30	26-May-23	10-Jul-23																			
FAB-1010	Fab & Deliver - Olson Precast Inserts	20	30-May-23	26-Jun-23																			
FAB-1020	Fab & Deliver - JPCI Inserts	30	23-Jun-23	04-Aug-23																			
CONSTRUCTION PHASE		151	19-Apr-23	20-Nov-23	CONSTRUCTION PHASE																		
General Conditions		151	19-Apr-23	20-Nov-23	General Conditions																		
Const-1010	Develop Baseline Schedule & Submit to TOG	10	19-Apr-23	02-May-23																			
Const-1000	Mobilize Equipment & Materials to Yard	5	03-May-23	09-May-23																			
Const-1030	Substantial Completion (Manholes Complete)	0		06-Nov-23																			
Const-1040	Final Project Walk w/ TOG/B&N/AWC	5	07-Nov-23	13-Nov-23																			
Const-1050	Punch List	5	14-Nov-23	20-Nov-23																			
Const-1060	Demobilize Equipment - Project Complete	0		20-Nov-23																			
MANHOLE CONSTRUCTION		111	01-Jun-23	06-Nov-23	MANHOLE CONSTRUCTION																		
GROUP 1 (3 MHs)		16	01-Jun-23	22-Jun-23	GROUP 1 (3 MHs)																		
MH128170 - Group 1		14	01-Jun-23	20-Jun-23	MH128170 - Group 1																		
MH-2180	Demo & Rehab Base	2	01-Jun-23	02-Jun-23																			
MH-2190	Saw Cut/ Mill/ Set Plates	2	07-Jun-23	08-Jun-23																			
MH-2200	Excavate & Remove Cone	2	09-Jun-23	12-Jun-23																			
MH-2210	Install Polymer Inserts/ Grout 2ft Annular Space	2	12-Jun-23	13-Jun-23																			
MH-2220	Slurry Backfill Manhole	1	14-Jun-23	14-Jun-23																			
MH-2230	Pavement Restoration	1	15-Jun-23	15-Jun-23																			
MH-2240	MH Frame & Cover Final Adjustment/ Pour Collar	1	16-Jun-23	16-Jun-23																			
MH-2250	Line Cleaning	1	19-Jun-23	19-Jun-23																			
MH-2260	Coat Invert Invert & Spark Test	1	20-Jun-23	20-Jun-23																			
MH126721 - Group 1		13	05-Jun-23	21-Jun-23	MH126721 - Group 1																		
MH-1280	Demo & Rehab Base	1	05-Jun-23	05-Jun-23																			
MH-1290	Saw Cut/ Mill/ Set Plates	2	07-Jun-23	08-Jun-23																			
MH-1300	Excavate & Remove Cone	2	09-Jun-23	12-Jun-23																			
MH-1310	Install Polymer Inserts/ Grout 2ft Annular Space	2	12-Jun-23	13-Jun-23																			
MH-1320	Slurry Backfill Manhole	1	14-Jun-23	14-Jun-23																			
MH-1330	Pavement Restoration	1	15-Jun-23	15-Jun-23																			
MH-1340	MH Frame & Cover Final Adjustment/ Pour Collar	1	16-Jun-23	16-Jun-23																			
MH-1360	Coat Invert Invert & Spark Test	1	21-Jun-23	21-Jun-23																			
MH126720 - Group 1		13	06-Jun-23	22-Jun-23	MH126720 - Group 1																		
MH-1370	Demo & Rehab Base	1	06-Jun-23	06-Jun-23																			
MH-1380	Saw Cut/ Mill/ Set Plates	2	07-Jun-23	08-Jun-23																			
MH-1390	Excavate & Remove Cone	2	09-Jun-23	12-Jun-23																			
MH-1400	Install Polymer Inserts/ Grout 2ft Annular Space	2	12-Jun-23	13-Jun-23																			
MH-1410	Slurry Backfill Manhole	1	14-Jun-23	14-Jun-23																			
MH-1420	Pavement Restoration	1	15-Jun-23	15-Jun-23																			
MH-1430	MH Frame & Cover Final Adjustment/ Pour Collar	1	16-Jun-23	16-Jun-23																			
MH-1450	Coat Invert Invert & Spark Test	1	22-Jun-23	22-Jun-23																			
GROUP 2 (3 MHs)		16	08-Jun-23	29-Jun-23	GROUP 2 (3 MHs)																		
MH126717 - Group 2		14	08-Jun-23	27-Jun-23	MH126717 - Group 2																		
MH-2430	Demo & Rehab Base	2	08-Jun-23	09-Jun-23																			
MH-2440	Saw Cut/ Mill/ Set Plates	2	14-Jun-23	15-Jun-23																			
MH-2450	Excavate & Remove Cone	2	16-Jun-23	19-Jun-23																			
MH-2460	Install Polymer Inserts/ Grout 2ft Annular Space	2	19-Jun-23	20-Jun-23																			
MH-2500	Slurry Backfill Manhole	1	21-Jun-23	21-Jun-23																			
MH-2480	Pavement Restoration	1	22-Jun-23	22-Jun-23																			
MH-2490	MH Frame & Cover Final Adjustment/ Pour Collar	1	23-Jun-23	23-Jun-23																			
MH-2510	Line Cleaning	1	26-Jun-23	26-Jun-23																			
MH-2470	Coat Invert Invert & Spark Test	1	27-Jun-23	27-Jun-23																			
MH126718 - Group 2		13	12-Jun-23	28-Jun-23	MH126718 - Group 2																		
MH-2270	Demo & Rehab Base	1	12-Jun-23	12-Jun-23																			

█ Remaining Level of Effort
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Activity ID	Activity Name	Original Duration	Start	Finish	2023												
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
MH-2280	Saw Cut/ Mill/ Set Plates	2	14-Jun-23	15-Jun-23						█							
MH-2290	Excavate & Remove Cone	2	16-Jun-23	19-Jun-23						█							
MH-2300	Install Polymer Inserts/ Grout 2ft Annular Space	2	19-Jun-23	20-Jun-23						█							
MH-2340	Slurry Backfill Manhole	1	21-Jun-23	21-Jun-23						█							
MH-2320	Pavement Restoration	1	22-Jun-23	22-Jun-23						█							
MH-2330	MH Frame & Cover Final Adjustment/ Pour Collar	1	23-Jun-23	23-Jun-23						█							
MH-2310	Coat Invert Invert & Spark Test	1	28-Jun-23	28-Jun-23						█							
MH126719 - Group 2		13	13-Jun-23	29-Jun-23						█							
MH-2350	Demo & Rehab Base	1	13-Jun-23	13-Jun-23						█							
MH-2360	Saw Cut/ Mill/ Set Plates	2	14-Jun-23	15-Jun-23						█							
MH-2370	Excavate & Remove Cone	2	16-Jun-23	19-Jun-23						█							
MH-2380	Install Polymer Inserts/ Grout 2ft Annular Space	2	19-Jun-23	20-Jun-23						█							
MH-2420	Slurry Backfill Manhole	1	21-Jun-23	21-Jun-23						█							
MH-2400	Pavement Restoration	1	22-Jun-23	22-Jun-23						█							
MH-2410	MH Frame & Cover Final Adjustment/ Pour Collar	1	23-Jun-23	23-Jun-23						█							
MH-2390	Coat Invert Invert & Spark Test	1	29-Jun-23	29-Jun-23						█							
GROUP 3 (3 MHs)		16	14-Jun-23	06-Jul-23						█							
MH126744- Group 3		14	14-Jun-23	03-Jul-23						█							
MH-2680	Demo & Rehab Base	2	14-Jun-23	15-Jun-23						█							
MH-2690	Saw Cut/ Mill/ Set Plates	2	20-Jun-23	21-Jun-23						█							
MH-2700	Excavate & Remove Cone	2	22-Jun-23	23-Jun-23						█							
MH-2710	Install Polymer Inserts/ Grout 2ft Annular Space	2	23-Jun-23	26-Jun-23						█							
MH-2750	Slurry Backfill Manhole	1	27-Jun-23	27-Jun-23						█							
MH-2730	Pavement Restoration	1	28-Jun-23	28-Jun-23						█							
MH-2740	MH Frame & Cover Final Adjustment/ Pour Collar	1	29-Jun-23	29-Jun-23						█							
MH-2760	Line Cleaning	1	30-Jun-23	30-Jun-23						█							
MH-2720	Coat Invert Invert & Spark Test	1	03-Jul-23	03-Jul-23						█							
MH126743- Group 3		13	16-Jun-23	05-Jul-23						█							
MH-2520	Demo & Rehab Base	1	16-Jun-23	16-Jun-23						█							
MH-2530	Saw Cut/ Mill/ Set Plates	2	20-Jun-23	21-Jun-23						█							
MH-2540	Excavate & Remove Cone	2	22-Jun-23	23-Jun-23						█							
MH-2550	Install Polymer Inserts/ Grout 2ft Annular Space	2	23-Jun-23	26-Jun-23						█							
MH-2590	Slurry Backfill Manhole	1	27-Jun-23	27-Jun-23						█							
MH-2570	Pavement Restoration	1	28-Jun-23	28-Jun-23						█							
MH-2580	MH Frame & Cover Final Adjustment/ Pour Collar	1	29-Jun-23	29-Jun-23						█							
MH-2560	Coat Invert Invert & Spark Test	1	05-Jul-23	05-Jul-23						█							
MH135723 - Group 3		13	19-Jun-23	06-Jul-23						█							
MH-2600	Demo & Rehab Base	1	19-Jun-23	19-Jun-23						█							
MH-2610	Saw Cut/ Mill/ Set Plates	2	20-Jun-23	21-Jun-23						█							
MH-2620	Excavate & Remove Cone	2	22-Jun-23	23-Jun-23						█							
MH-2630	Install Polymer Inserts/ Grout 2ft Annular Space	2	23-Jun-23	26-Jun-23						█							
MH-2670	Slurry Backfill Manhole	1	27-Jun-23	27-Jun-23						█							
MH-2650	Pavement Restoration	1	28-Jun-23	28-Jun-23						█							
MH-2660	MH Frame & Cover Final Adjustment/ Pour Collar	1	29-Jun-23	29-Jun-23						█							
MH-2640	Coat Invert Invert & Spark Test	1	06-Jul-23	06-Jul-23						█							
GROUP 4 (2 MHs)		11	21-Jun-23	06-Jul-23						█							
MH126741 - Group 4		10	21-Jun-23	05-Jul-23						█							
MH-3040	Demo & Rehab Base	1	21-Jun-23	21-Jun-23						█							
MH-3050	Saw Cut/ Mill/ Set Plates	1	23-Jun-23	23-Jun-23						█							
MH-3060	Excavate & Remove Cone	1	26-Jun-23	26-Jun-23						█							
MH-3070	Install Polymer Inserts/ Grout 2ft Annular Space	1	28-Jun-23	28-Jun-23						█							
MH-3120	Slurry Backfill Manhole	1	29-Jun-23	29-Jun-23						█							
MH-3090	Pavement Restoration	1	30-Jun-23	30-Jun-23						█							
MH-3100	MH Frame & Cover Final Adjustment/ Pour Collar	1	03-Jul-23	03-Jul-23						█							

█ Remaining Level of Effort
 █ Actual Work
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 ◆ Milestone

Activity ID	Activity Name	Original Duration	Start	Finish	2023												
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
MH-3080	Coat Invert Invert & Spark Test	1	05-Jul-23	05-Jul-23													
MH126742 - Group 4		10	22-Jun-23	06-Jul-23													
MH-2950	Demo & Rehab Base	1	22-Jun-23	22-Jun-23													
MH-2960	Saw Cut/ Mill/ Set Plates	1	23-Jun-23	23-Jun-23													
MH-2970	Excavate & Remove Cone	1	27-Jun-23	27-Jun-23													
MH-2980	Install Polymer Inserts/ Grout 2ft Annular Space	1	28-Jun-23	28-Jun-23													
MH-3030	Slurry Backfill Manhole	1	29-Jun-23	29-Jun-23													
MH-3000	Pavement Restoration	1	30-Jun-23	30-Jun-23													
MH-3010	MH Frame & Cover Final Adjustment/ Pour Collar	1	03-Jul-23	03-Jul-23													
MH-2990	Coat Invert Invert & Spark Test	1	06-Jul-23	06-Jul-23													
GROUP 5 (3 MHs)		16	28-Jun-23	20-Jul-23													
MH138585 - Group 5		14	28-Jun-23	18-Jul-23													
MH-3290	Demo & Rehab Base	2	28-Jun-23	29-Jun-23													
MH-3300	Saw Cut/ Mill/ Set Plates	2	05-Jul-23	06-Jul-23													
MH-3310	Excavate & Remove Cone	2	07-Jul-23	10-Jul-23													
MH-3320	Install Polymer Inserts/ Grout 2ft Annular Space	2	10-Jul-23	11-Jul-23													
MH-3360	Slurry Backfill Manhole	1	12-Jul-23	12-Jul-23													
MH-3340	Pavement Restoration	1	13-Jul-23	13-Jul-23													
MH-3350	MH Frame & Cover Final Adjustment/ Pour Collar	1	14-Jul-23	14-Jul-23													
MH-3370	Line Cleaning	1	17-Jul-23	17-Jul-23													
MH-3330	Coat Invert Invert & Spark Test	1	18-Jul-23	18-Jul-23													
MH132175 - Group 5		13	30-Jun-23	19-Jul-23													
MH-3130	Demo & Rehab Base	1	30-Jun-23	30-Jun-23													
MH-3140	Saw Cut/ Mill/ Set Plates	2	05-Jul-23	06-Jul-23													
MH-3150	Excavate & Remove Cone	2	07-Jul-23	10-Jul-23													
MH-3160	Install Polymer Inserts/ Grout 2ft Annular Space	2	10-Jul-23	11-Jul-23													
MH-3200	Slurry Backfill Manhole	1	12-Jul-23	12-Jul-23													
MH-3180	Pavement Restoration	1	13-Jul-23	13-Jul-23													
MH-3190	MH Frame & Cover Final Adjustment/ Pour Collar	1	14-Jul-23	14-Jul-23													
MH-3170	Coat Invert Invert & Spark Test	1	19-Jul-23	19-Jul-23													
MH134602 - Group 5		13	03-Jul-23	20-Jul-23													
MH-3210	Demo & Rehab Base	1	03-Jul-23	03-Jul-23													
MH-3220	Saw Cut/ Mill/ Set Plates	2	05-Jul-23	06-Jul-23													
MH-3230	Excavate & Remove Cone	2	07-Jul-23	10-Jul-23													
MH-3240	Install Polymer Inserts/ Grout 2ft Annular Space	2	10-Jul-23	11-Jul-23													
MH-3280	Slurry Backfill Manhole	1	12-Jul-23	12-Jul-23													
MH-3260	Pavement Restoration	1	13-Jul-23	13-Jul-23													
MH-3270	MH Frame & Cover Final Adjustment/ Pour Collar	1	14-Jul-23	14-Jul-23													
MH-3250	Coat Invert Invert & Spark Test	1	20-Jul-23	20-Jul-23													
GROUP 6 (3 MHs)		16	06-Jul-23	27-Jul-23													
MH126809- Group 6		14	06-Jul-23	25-Jul-23													
MH-3540	Demo & Rehab Base	2	06-Jul-23	07-Jul-23													
MH-3550	Saw Cut/ Mill/ Set Plates	2	12-Jul-23	13-Jul-23													
MH-3560	Excavate & Remove Cone	2	14-Jul-23	17-Jul-23													
MH-3570	Install Polymer Inserts/ Grout 2ft Annular Space	2	17-Jul-23	18-Jul-23													
MH-3610	Slurry Backfill Manhole	1	19-Jul-23	19-Jul-23													
MH-3590	Pavement Restoration	1	20-Jul-23	20-Jul-23													
MH-3600	MH Frame & Cover Final Adjustment/ Pour Collar	1	21-Jul-23	21-Jul-23													
MH-3620	Line Cleaning	1	24-Jul-23	24-Jul-23													
MH-3580	Coat Invert Invert & Spark Test	1	25-Jul-23	25-Jul-23													
MH126812- Group 6		13	10-Jul-23	26-Jul-23													
MH-3380	Demo & Rehab Base	1	10-Jul-23	10-Jul-23													
MH-3390	Saw Cut/ Mill/ Set Plates	2	12-Jul-23	13-Jul-23													
MH-3400	Excavate & Remove Cone	2	14-Jul-23	17-Jul-23													

█ Remaining Level of Effort
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 Remaining Work
 ◆ Milestone

Activity ID	Activity Name	Original Duration	Start	Finish	2023																		
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec								
MH-3410	Install Polymer Inserts/ Grout 2ft Annular Space	2	17-Jul-23	18-Jul-23								█											
MH-3450	Slurry Backfill Manhole	1	19-Jul-23	19-Jul-23								█											
MH-3430	Pavement Restoration	1	20-Jul-23	20-Jul-23								█											
MH-3440	MH Frame & Cover Final Adjustment/ Pour Collar	1	21-Jul-23	21-Jul-23								█											
MH-3420	Coat Invert Invert & Spark Test	1	26-Jul-23	26-Jul-23								█											
MH126799 - Group 6		13	11-Jul-23	27-Jul-23								█											
MH-3460	Demo & Rehab Base	1	11-Jul-23	11-Jul-23								█											
MH-3470	Saw Cut/ Mill/ Set Plates	2	12-Jul-23	13-Jul-23								█											
MH-3480	Excavate & Remove Cone	2	14-Jul-23	17-Jul-23								█											
MH-3490	Install Polymer Inserts/ Grout 2ft Annular Space	2	17-Jul-23	18-Jul-23								█											
MH-3530	Slurry Backfill Manhole	1	19-Jul-23	19-Jul-23								█											
MH-3510	Pavement Restoration	1	20-Jul-23	20-Jul-23								█											
MH-3520	MH Frame & Cover Final Adjustment/ Pour Collar	1	21-Jul-23	21-Jul-23								█											
MH-3500	Coat Invert Invert & Spark Test	1	27-Jul-23	27-Jul-23								█											
GROUP 7 (3 MHs)		16	13-Jul-23	03-Aug-23								█											
MH115322- Group 7		14	13-Jul-23	01-Aug-23								█											
MH-3790	Demo & Rehab Base	2	13-Jul-23	14-Jul-23								█											
MH-3800	Saw Cut/ Mill/ Set Plates	2	19-Jul-23	20-Jul-23								█											
MH-3810	Excavate & Remove Cone	2	21-Jul-23	24-Jul-23								█											
MH-3820	Install Polymer Inserts/ Grout 2ft Annular Space	2	24-Jul-23	25-Jul-23								█											
MH-3860	Slurry Backfill Manhole	1	26-Jul-23	26-Jul-23								█											
MH-3840	Pavement Restoration	1	27-Jul-23	27-Jul-23								█											
MH-3850	MH Frame & Cover Final Adjustment/ Pour Collar	1	28-Jul-23	28-Jul-23								█											
MH-3870	Line Cleaning	1	31-Jul-23	31-Jul-23								█											
MH-3830	Coat Invert Invert & Spark Test	1	01-Aug-23	01-Aug-23								█											
MH115323- Group 7		13	17-Jul-23	02-Aug-23								█											
MH-3630	Demo & Rehab Base	1	17-Jul-23	17-Jul-23								█											
MH-3640	Saw Cut/ Mill/ Set Plates	2	19-Jul-23	20-Jul-23								█											
MH-3650	Excavate & Remove Cone	2	21-Jul-23	24-Jul-23								█											
MH-3660	Install Polymer Inserts/ Grout 2ft Annular Space	2	24-Jul-23	25-Jul-23								█											
MH-3700	Slurry Backfill Manhole	1	26-Jul-23	26-Jul-23								█											
MH-3680	Pavement Restoration	1	27-Jul-23	27-Jul-23								█											
MH-3690	MH Frame & Cover Final Adjustment/ Pour Collar	1	28-Jul-23	28-Jul-23								█											
MH-3670	Coat Invert Invert & Spark Test	1	02-Aug-23	02-Aug-23								█											
MH115327- Group 7		13	18-Jul-23	03-Aug-23								█											
MH-3710	Demo & Rehab Base	1	18-Jul-23	18-Jul-23								█											
MH-3720	Saw Cut/ Mill/ Set Plates	2	19-Jul-23	20-Jul-23								█											
MH-3730	Excavate & Remove Cone	2	21-Jul-23	24-Jul-23								█											
MH-3740	Install Polymer Inserts/ Grout 2ft Annular Space	2	24-Jul-23	25-Jul-23								█											
MH-3780	Slurry Backfill Manhole	1	26-Jul-23	26-Jul-23								█											
MH-3760	Pavement Restoration	1	27-Jul-23	27-Jul-23								█											
MH-3770	MH Frame & Cover Final Adjustment/ Pour Collar	1	28-Jul-23	28-Jul-23								█											
MH-3750	Coat Invert Invert & Spark Test	1	03-Aug-23	03-Aug-23								█											
GROUP 8 (3 MHs)		17	20-Jul-23	11-Aug-23								█											
MH115328- Group 8		15	20-Jul-23	09-Aug-23								█											
MH-4040	Demo & Rehab Base	2	20-Jul-23	21-Jul-23								█											
MH-4050	Saw Cut/ Mill/ Set Plates	2	27-Jul-23	28-Jul-23								█											
MH-4060	Excavate & Remove Cone	2	31-Jul-23	01-Aug-23								█											
MH-4070	Install Polymer Inserts/ Grout 2ft Annular Space	2	01-Aug-23	02-Aug-23								█											
MH-4110	Slurry Backfill Manhole	1	03-Aug-23	03-Aug-23								█											
MH-4090	Pavement Restoration	1	04-Aug-23	04-Aug-23								█											
MH-4100	MH Frame & Cover Final Adjustment/ Pour Collar	1	07-Aug-23	07-Aug-23								█											
MH-4120	Line Cleaning	1	08-Aug-23	08-Aug-23								█											
MH-4080	Coat Invert Invert & Spark Test	1	09-Aug-23	09-Aug-23								█											

█ Remaining Level of Effort
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 █ Remaining Work
 ◆ Milestone

Activity ID	Activity Name	Original Duration	Start	Finish	2023											
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
MH115329- Group 8																
MH-3880	Demo & Rehab Base	1	24-Jul-23	24-Jul-23	<ul style="list-style-type: none"> ▫ Demo & Rehab Base 											
MH-3890	Saw Cut/ Mill/ Set Plates	2	27-Jul-23	28-Jul-23	<ul style="list-style-type: none"> ▫ Saw Cut/ Mill/ Set Plates 											
MH-3900	Excavate & Remove Cone	2	31-Jul-23	01-Aug-23	<ul style="list-style-type: none"> ▫ Excavate & Remove Cone 											
MH-3910	Install Polymer Inserts/ Grout 2ft Annular Space	2	01-Aug-23	02-Aug-23	<ul style="list-style-type: none"> ▫ Install Polymer Inserts/ Grout 2ft Annular Space 											
MH-3950	Slurry Backfill Manhole	1	03-Aug-23	03-Aug-23	<ul style="list-style-type: none"> ▫ Slurry Backfill Manhole 											
MH-3930	Pavement Restoration	1	04-Aug-23	04-Aug-23	<ul style="list-style-type: none"> ▫ Pavement Restoration 											
MH-3940	MH Frame & Cover Final Adjustment/ Pour Collar	1	07-Aug-23	07-Aug-23	<ul style="list-style-type: none"> ▫ MH Frame & Cover Final Adjustment/ Pour Collar 											
MH-3920	Coat Invert Invert & Spark Test	1	10-Aug-23	10-Aug-23	<ul style="list-style-type: none"> ▫ Coat Invert Invert & Spark Test 											
MH115330- Group 8																
MH-3960	Demo & Rehab Base	2	25-Jul-23	26-Jul-23	<ul style="list-style-type: none"> ▫ Demo & Rehab Base 											
MH-3970	Saw Cut/ Mill/ Set Plates	2	27-Jul-23	28-Jul-23	<ul style="list-style-type: none"> ▫ Saw Cut/ Mill/ Set Plates 											
MH-3980	Excavate & Remove Cone	2	31-Jul-23	01-Aug-23	<ul style="list-style-type: none"> ▫ Excavate & Remove Cone 											
MH-3990	Install Polymer Inserts/ Grout 2ft Annular Space	2	01-Aug-23	02-Aug-23	<ul style="list-style-type: none"> ▫ Install Polymer Inserts/ Grout 2ft Annular Space 											
MH-4030	Slurry Backfill Manhole	1	03-Aug-23	03-Aug-23	<ul style="list-style-type: none"> ▫ Slurry Backfill Manhole 											
MH-4010	Pavement Restoration	1	04-Aug-23	04-Aug-23	<ul style="list-style-type: none"> ▫ Pavement Restoration 											
MH-4020	MH Frame & Cover Final Adjustment/ Pour Collar	1	07-Aug-23	07-Aug-23	<ul style="list-style-type: none"> ▫ MH Frame & Cover Final Adjustment/ Pour Collar 											
MH-4000	Coat Invert Invert & Spark Test	1	11-Aug-23	11-Aug-23	<ul style="list-style-type: none"> ▫ Coat Invert Invert & Spark Test 											
GROUP 9 (3 MHs)																
MH115331- Group 9																
MH-4290	Demo & Rehab Base	2	28-Jul-23	31-Jul-23	<ul style="list-style-type: none"> ▫ Demo & Rehab Base 											
MH-4300	Saw Cut/ Mill/ Set Plates	2	03-Aug-23	04-Aug-23	<ul style="list-style-type: none"> ▫ Saw Cut/ Mill/ Set Plates 											
MH-4310	Excavate & Remove Cone	2	07-Aug-23	08-Aug-23	<ul style="list-style-type: none"> ▫ Excavate & Remove Cone 											
MH-4320	Install Polymer Inserts/ Grout 2ft Annular Space	2	08-Aug-23	09-Aug-23	<ul style="list-style-type: none"> ▫ Install Polymer Inserts/ Grout 2ft Annular Space 											
MH-4360	Slurry Backfill Manhole	1	10-Aug-23	10-Aug-23	<ul style="list-style-type: none"> ▫ Slurry Backfill Manhole 											
MH-4340	Pavement Restoration	1	11-Aug-23	11-Aug-23	<ul style="list-style-type: none"> ▫ Pavement Restoration 											
MH-4350	MH Frame & Cover Final Adjustment/ Pour Collar	1	14-Aug-23	14-Aug-23	<ul style="list-style-type: none"> ▫ MH Frame & Cover Final Adjustment/ Pour Collar 											
MH-4370	Line Cleaning	1	15-Aug-23	15-Aug-23	<ul style="list-style-type: none"> ▫ Line Cleaning 											
MH-4330	Coat Invert Invert & Spark Test	1	16-Aug-23	16-Aug-23	<ul style="list-style-type: none"> ▫ Coat Invert Invert & Spark Test 											
MH139814 - Group 9																
MH-4130	Demo & Rehab Base	1	01-Aug-23	01-Aug-23	<ul style="list-style-type: none"> ▫ Demo & Rehab Base 											
MH-4140	Saw Cut/ Mill/ Set Plates	2	03-Aug-23	04-Aug-23	<ul style="list-style-type: none"> ▫ Saw Cut/ Mill/ Set Plates 											
MH-4150	Excavate & Remove Cone	2	07-Aug-23	08-Aug-23	<ul style="list-style-type: none"> ▫ Excavate & Remove Cone 											
MH-4160	Install Polymer Inserts/ Grout 2ft Annular Space	2	08-Aug-23	09-Aug-23	<ul style="list-style-type: none"> ▫ Install Polymer Inserts/ Grout 2ft Annular Space 											
MH-4200	Slurry Backfill Manhole	1	10-Aug-23	10-Aug-23	<ul style="list-style-type: none"> ▫ Slurry Backfill Manhole 											
MH-4180	Pavement Restoration	1	11-Aug-23	11-Aug-23	<ul style="list-style-type: none"> ▫ Pavement Restoration 											
MH-4190	MH Frame & Cover Final Adjustment/ Pour Collar	1	14-Aug-23	14-Aug-23	<ul style="list-style-type: none"> ▫ MH Frame & Cover Final Adjustment/ Pour Collar 											
MH-4170	Coat Invert Invert & Spark Test	1	17-Aug-23	17-Aug-23	<ul style="list-style-type: none"> ▫ Coat Invert Invert & Spark Test 											
MH139020 - Group 9																
MH-4210	Demo & Rehab Base	1	02-Aug-23	02-Aug-23	<ul style="list-style-type: none"> ▫ Demo & Rehab Base 											
MH-4220	Saw Cut/ Mill/ Set Plates	2	03-Aug-23	04-Aug-23	<ul style="list-style-type: none"> ▫ Saw Cut/ Mill/ Set Plates 											
MH-4230	Excavate & Remove Cone	2	07-Aug-23	08-Aug-23	<ul style="list-style-type: none"> ▫ Excavate & Remove Cone 											
MH-4240	Install Polymer Inserts/ Grout 2ft Annular Space	2	08-Aug-23	09-Aug-23	<ul style="list-style-type: none"> ▫ Install Polymer Inserts/ Grout 2ft Annular Space 											
MH-4280	Slurry Backfill Manhole	1	10-Aug-23	10-Aug-23	<ul style="list-style-type: none"> ▫ Slurry Backfill Manhole 											
MH-4260	Pavement Restoration	1	11-Aug-23	11-Aug-23	<ul style="list-style-type: none"> ▫ Pavement Restoration 											
MH-4270	MH Frame & Cover Final Adjustment/ Pour Collar	1	14-Aug-23	14-Aug-23	<ul style="list-style-type: none"> ▫ MH Frame & Cover Final Adjustment/ Pour Collar 											
MH-4250	Coat Invert Invert & Spark Test	1	18-Aug-23	18-Aug-23	<ul style="list-style-type: none"> ▫ Coat Invert Invert & Spark Test 											
GROUP 10 (3 MHs)																
MH115333 - Group 10																
MH-4540	Demo & Rehab Base	2	04-Aug-23	07-Aug-23	<ul style="list-style-type: none"> ▫ Demo & Rehab Base 											
MH-4550	Saw Cut/ Mill/ Set Plates	2	10-Aug-23	11-Aug-23	<ul style="list-style-type: none"> ▫ Saw Cut/ Mill/ Set Plates 											
MH-4560	Excavate & Remove Cone	2	14-Aug-23	15-Aug-23	<ul style="list-style-type: none"> ▫ Excavate & Remove Cone 											
MH-4570	Install Polymer Inserts/ Grout 2ft Annular Space	2	15-Aug-23	16-Aug-23	<ul style="list-style-type: none"> ▫ Install Polymer Inserts/ Grout 2ft Annular Space 											
MH-4610	Slurry Backfill Manhole	1	17-Aug-23	17-Aug-23	<ul style="list-style-type: none"> ▫ Slurry Backfill Manhole 											

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining W...
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

Activity ID	Activity Name	Original Duration	Start	Finish	2023																
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
MH-4590	Pavement Restoration	1	18-Aug-23	18-Aug-23																	
MH-4600	MH Frame & Cover Final Adjustment/ Pour Collar	1	21-Aug-23	21-Aug-23																	
MH-4620	Line Cleaning	1	22-Aug-23	22-Aug-23																	
MH-4580	Coat Invert Invert & Spark Test	1	23-Aug-23	23-Aug-23																	
MH115365 - Group 10		13	08-Aug-23	24-Aug-23																	
MH-4380	Demo & Rehab Base	1	08-Aug-23	08-Aug-23																	
MH-4390	Saw Cut/ Mill/ Set Plates	2	10-Aug-23	11-Aug-23																	
MH-4400	Excavate & Remove Cone	2	14-Aug-23	15-Aug-23																	
MH-4410	Install Polymer Inserts/ Grout 2ft Annular Space	2	15-Aug-23	16-Aug-23																	
MH-4450	Slurry Backfill Manhole	1	17-Aug-23	17-Aug-23																	
MH-4430	Pavement Restoration	1	18-Aug-23	18-Aug-23																	
MH-4440	MH Frame & Cover Final Adjustment/ Pour Collar	1	21-Aug-23	21-Aug-23																	
MH-4420	Coat Invert Invert & Spark Test	1	24-Aug-23	24-Aug-23																	
MH139018 - Group 10		13	09-Aug-23	25-Aug-23																	
MH-4460	Demo & Rehab Base	1	09-Aug-23	09-Aug-23																	
MH-4470	Saw Cut/ Mill/ Set Plates	2	10-Aug-23	11-Aug-23																	
MH-4480	Excavate & Remove Cone	2	14-Aug-23	15-Aug-23																	
MH-4490	Install Polymer Inserts/ Grout 2ft Annular Space	2	15-Aug-23	16-Aug-23																	
MH-4530	Slurry Backfill Manhole	1	17-Aug-23	17-Aug-23																	
MH-4510	Pavement Restoration	1	18-Aug-23	18-Aug-23																	
MH-4520	MH Frame & Cover Final Adjustment/ Pour Collar	1	21-Aug-23	21-Aug-23																	
MH-4500	Coat Invert Invert & Spark Test	1	25-Aug-23	25-Aug-23																	
GROUP 11 (2 MHS)		13	11-Aug-23	29-Aug-23																	
MH115334 - Group 11		12	11-Aug-23	28-Aug-23																	
MH-4960	Demo & Rehab Base	2	11-Aug-23	14-Aug-23																	
MH-4970	Saw Cut/ Mill/ Set Plates	1	16-Aug-23	16-Aug-23																	
MH-4980	Excavate & Remove Cone	1	17-Aug-23	17-Aug-23																	
MH-4990	Install Polymer Inserts/ Grout 2ft Annular Space	1	21-Aug-23	21-Aug-23																	
MH-5030	Slurry Backfill Manhole	1	23-Aug-23	23-Aug-23																	
MH-5010	Pavement Restoration	1	24-Aug-23	24-Aug-23																	
MH-5020	MH Frame & Cover Final Adjustment/ Pour Collar	1	25-Aug-23	25-Aug-23																	
MH-5000	Coat Invert Invert & Spark Test	1	28-Aug-23	28-Aug-23																	
MH115335 - Group 11		11	15-Aug-23	29-Aug-23																	
MH-4880	Demo & Rehab Base	1	15-Aug-23	15-Aug-23																	
MH-4890	Saw Cut/ Mill/ Set Plates	1	16-Aug-23	16-Aug-23																	
MH-4900	Excavate & Remove Cone	1	18-Aug-23	18-Aug-23																	
MH-4910	Install Polymer Inserts/ Grout 2ft Annular Space	1	22-Aug-23	22-Aug-23																	
MH-4950	Slurry Backfill Manhole	1	23-Aug-23	23-Aug-23																	
MH-4930	Pavement Restoration	1	24-Aug-23	24-Aug-23																	
MH-4940	MH Frame & Cover Final Adjustment/ Pour Collar	1	25-Aug-23	25-Aug-23																	
MH-4920	Coat Invert Invert & Spark Test	1	29-Aug-23	29-Aug-23																	
GROUP 12 (3 MHS)		16	17-Aug-23	08-Sep-23																	
MH126815- Group 12		14	17-Aug-23	06-Sep-23																	
MH-4790	Demo & Rehab Base	2	17-Aug-23	18-Aug-23																	
MH-4800	Saw Cut/ Mill/ Set Plates	2	23-Aug-23	24-Aug-23																	
MH-4810	Excavate & Remove Cone	2	25-Aug-23	28-Aug-23																	
MH-4820	Install Polymer Inserts/ Grout 2ft Annular Space	2	28-Aug-23	29-Aug-23																	
MH-4860	Slurry Backfill Manhole	1	30-Aug-23	30-Aug-23																	
MH-4840	Pavement Restoration	1	31-Aug-23	31-Aug-23																	
MH-4850	MH Frame & Cover Final Adjustment/ Pour Collar	1	01-Sep-23	01-Sep-23																	
MH-4870	Line Cleaning	1	05-Sep-23	05-Sep-23																	
MH-4830	Coat Invert Invert & Spark Test	1	06-Sep-23	06-Sep-23																	
MH126818 - Group 12		13	21-Aug-23	07-Sep-23																	
MH-4630	Demo & Rehab Base	1	21-Aug-23	21-Aug-23																	

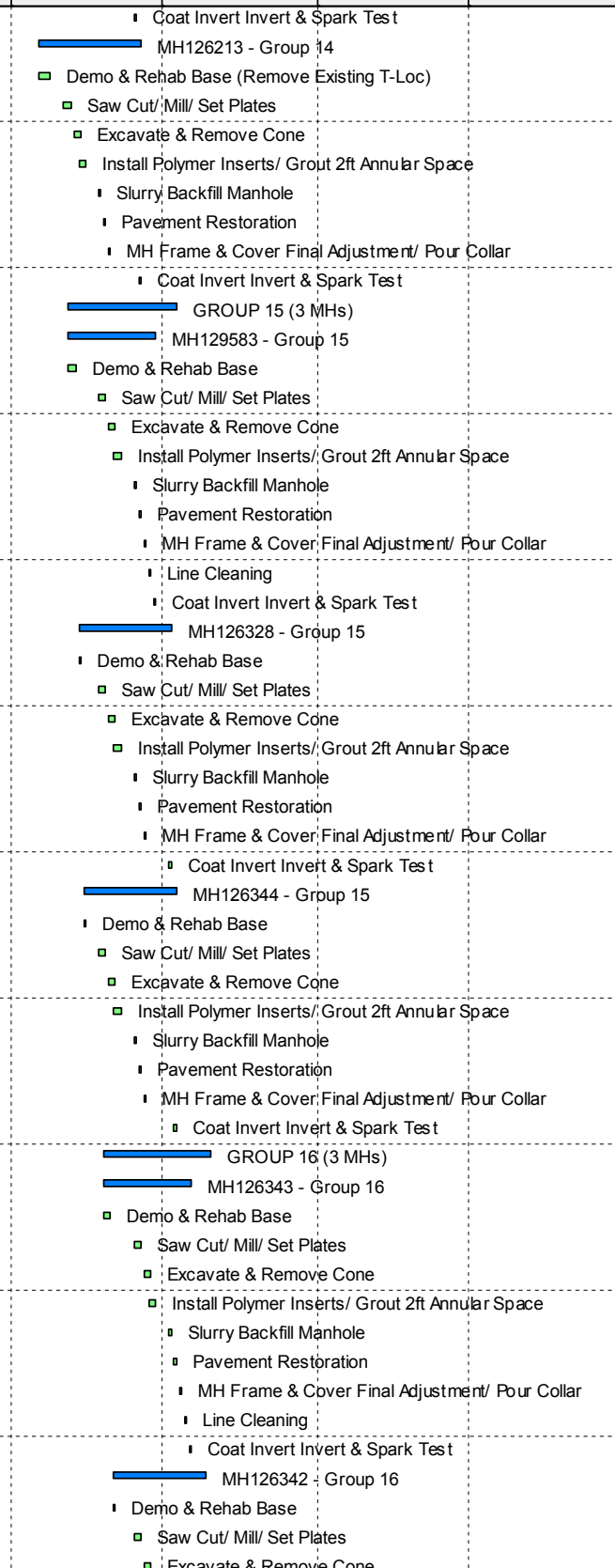
■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining W...
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone

Activity ID	Activity Name	Original Duration	Start	Finish	2023													
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
MH-4640	Saw Cut/ Mill/ Set Plates	2	23-Aug-23	24-Aug-23														
MH-4650	Excavate & Remove Cone	2	25-Aug-23	28-Aug-23														
MH-4660	Install Polymer Inserts/ Grout 2ft Annular Space	2	28-Aug-23	29-Aug-23														
MH-4700	Slurry Backfill Manhole	1	30-Aug-23	30-Aug-23														
MH-4680	Pavement Restoration	1	31-Aug-23	31-Aug-23														
MH-4690	MH Frame & Cover Final Adjustment/ Pour Collar	1	01-Sep-23	01-Sep-23														
MH-4670	Coat Invert Invert & Spark Test	1	07-Sep-23	07-Sep-23														
MH126824 - Group 12		13	22-Aug-23	08-Sep-23														
MH-4710	Demo & Rehab Base	1	22-Aug-23	22-Aug-23														
MH-4720	Saw Cut/ Mill/ Set Plates	2	23-Aug-23	24-Aug-23														
MH-4730	Excavate & Remove Cone	2	25-Aug-23	28-Aug-23														
MH-4740	Install Polymer Inserts/ Grout 2ft Annular Space	2	28-Aug-23	29-Aug-23														
MH-4780	Slurry Backfill Manhole	1	30-Aug-23	30-Aug-23														
MH-4760	Pavement Restoration	1	31-Aug-23	31-Aug-23														
MH-4770	MH Frame & Cover Final Adjustment/ Pour Collar	1	01-Sep-23	01-Sep-23														
MH-4750	Coat Invert Invert & Spark Test	1	08-Sep-23	08-Sep-23														
GROUP 13 (2 MHS)		14	24-Aug-23	13-Sep-23														
MH125203 - Group 13		13	24-Aug-23	12-Sep-23														
MH-5370	Demo & Rehab Base	2	24-Aug-23	25-Aug-23														
MH-5380	Saw Cut/ Mill/ Set Plates	2	30-Aug-23	31-Aug-23														
MH-5390	Excavate & Remove Cone	1	01-Sep-23	01-Sep-23														
MH-5400	Install Polymer Inserts/ Grout 2ft Annular Space	2	05-Sep-23	06-Sep-23														
MH-5440	Slurry Backfill Manhole	1	07-Sep-23	07-Sep-23														
MH-5420	Pavement Restoration	1	08-Sep-23	08-Sep-23														
MH-5430	MH Frame & Cover Final Adjustment/ Pour Collar	1	11-Sep-23	11-Sep-23														
MH-5410	Coat Invert Invert & Spark Test	1	12-Sep-23	12-Sep-23														
MH126009 - Group 13		12	28-Aug-23	13-Sep-23														
MH-5290	Demo & Rehab Base	2	28-Aug-23	29-Aug-23														
MH-5300	Saw Cut/ Mill/ Set Plates	2	30-Aug-23	31-Aug-23														
MH-5310	Excavate & Remove Cone	1	05-Sep-23	05-Sep-23														
MH-5320	Install Polymer Inserts/ Grout 2ft Annular Space	2	05-Sep-23	06-Sep-23														
MH-5360	Slurry Backfill Manhole	1	07-Sep-23	07-Sep-23														
MH-5340	Pavement Restoration	1	08-Sep-23	08-Sep-23														
MH-5350	MH Frame & Cover Final Adjustment/ Pour Collar	1	11-Sep-23	11-Sep-23														
MH-5330	Coat Invert Invert & Spark Test	1	13-Sep-23	13-Sep-23														
GROUP 14 (3 MHS)		18	31-Aug-23	26-Sep-23														
MH126214 - Group 14		16	31-Aug-23	22-Sep-23														
MH-5610	Demo & Rehab Base	2	31-Aug-23	01-Sep-23														
MH-5620	Saw Cut/ Mill/ Set Plates	2	11-Sep-23	12-Sep-23														
MH-5630	Excavate & Remove Cone	2	13-Sep-23	14-Sep-23														
MH-5640	Install Polymer Inserts/ Grout 2ft Annular Space	2	14-Sep-23	15-Sep-23														
MH-5680	Slurry Backfill Manhole	1	18-Sep-23	18-Sep-23														
MH-5660	Pavement Restoration	1	19-Sep-23	19-Sep-23														
MH-5670	MH Frame & Cover Final Adjustment/ Pour Collar	1	20-Sep-23	20-Sep-23														
MH-5690	Line Cleaning	1	21-Sep-23	21-Sep-23														
MH-5650	Coat Invert Invert & Spark Test	1	22-Sep-23	22-Sep-23														
MH126212 - Group 14		15	05-Sep-23	25-Sep-23														
MH-5450	Demo & Rehab Base	1	05-Sep-23	05-Sep-23														
MH-5460	Saw Cut/ Mill/ Set Plates	2	11-Sep-23	12-Sep-23														
MH-5470	Excavate & Remove Cone	2	13-Sep-23	14-Sep-23														
MH-5480	Install Polymer Inserts/ Grout 2ft Annular Space	2	14-Sep-23	15-Sep-23														
MH-5520	Slurry Backfill Manhole	1	18-Sep-23	18-Sep-23														
MH-5500	Pavement Restoration	1	19-Sep-23	19-Sep-23														
MH-5510	MH Frame & Cover Final Adjustment/ Pour Collar	1	20-Sep-23	20-Sep-23														

- █ Saw Cut/ Mill/ Set Plates
- █ Excavate & Remove Cone
- █ Install Polymer Inserts/ Grout 2ft Annular Space
- █ Slurry Backfill Manhole
- █ Pavement Restoration
- █ MH Frame & Cover Final Adjustment/ Pour Collar
- █ Coat Invert Invert & Spark Test
- █ MH126824 - Group 12
- █ Demo & Rehab Base
- █ Saw Cut/ Mill/ Set Plates
- █ Excavate & Remove Cone
- █ Install Polymer Inserts/ Grout 2ft Annular Space
- █ Slurry Backfill Manhole
- █ Pavement Restoration
- █ MH Frame & Cover Final Adjustment/ Pour Collar
- █ Coat Invert Invert & Spark Test
- █ GROUP:13 (2 MHS)
- █ MH125203 - Group 13
- █ Demo & Rehab Base
- █ Saw Cut/ Mill/ Set Plates
- █ Excavate & Remove Cone
- █ Install Polymer Inserts/ Grout 2ft Annular Space
- █ Slurry Backfill Manhole
- █ Pavement Restoration
- █ MH Frame & Cover Final Adjustment/ Pour Collar
- █ Coat Invert Invert & Spark Test
- █ MH126009 - Group 13
- █ Demo & Rehab Base
- █ Saw Cut/ Mill/ Set Plates
- █ Excavate & Remove Cone
- █ Install Polymer Inserts/ Grout 2ft Annular Space
- █ Slurry Backfill Manhole
- █ Pavement Restoration
- █ MH Frame & Cover Final Adjustment/ Pour Collar
- █ Coat Invert Invert & Spark Test
- █ GROUP 14 (3 MHS)
- █ MH126214 - Group 14
- █ Demo & Rehab Base
- █ Saw Cut/ Mill/ Set Plates
- █ Excavate & Remove Cone
- █ Install Polymer Inserts/ Grout 2ft Annular Space
- █ Slurry Backfill Manhole
- █ Pavement Restoration
- █ MH Frame & Cover Final Adjustment/ Pour Collar
- █ Line Cleaning
- █ Coat Invert Invert & Spark Test
- █ MH126212 - Group 14
- █ Demo & Rehab Base
- █ Saw Cut/ Mill/ Set Plates
- █ Excavate & Remove Cone
- █ Install Polymer Inserts/ Grout 2ft Annular Space
- █ Slurry Backfill Manhole
- █ Pavement Restoration
- █ MH Frame & Cover Final Adjustment/ Pour Collar

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining W...
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

Activity ID	Activity Name	Original Duration	Start	Finish	2023											
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
MH-5490	Coat Invert Invert & Spark Test	1	25-Sep-23	25-Sep-23												
MH126213 - Group 14		15	06-Sep-23	26-Sep-23												
MH-5530	Demo & Rehab Base (Remove Existing T-Loc)	3	06-Sep-23	08-Sep-23												
MH-5540	Saw Cut/ Mill/ Set Plates	2	11-Sep-23	12-Sep-23												
MH-5550	Excavate & Remove Cone	2	13-Sep-23	14-Sep-23												
MH-5560	Install Polymer Inserts/ Grout 2ft Annular Space	2	14-Sep-23	15-Sep-23												
MH-5600	Slurry Backfill Manhole	1	18-Sep-23	18-Sep-23												
MH-5580	Pavement Restoration	1	19-Sep-23	19-Sep-23												
MH-5590	MH Frame & Cover Final Adjustment/ Pour Collar	1	20-Sep-23	20-Sep-23												
MH-5570	Coat Invert Invert & Spark Test	1	26-Sep-23	26-Sep-23												
GROUP 15 (3 MHs)		16	12-Sep-23	03-Oct-23												
MH129583 - Group 15		14	12-Sep-23	29-Sep-23												
MH-5860	Demo & Rehab Base	2	12-Sep-23	13-Sep-23												
MH-5870	Saw Cut/ Mill/ Set Plates	2	18-Sep-23	19-Sep-23												
MH-5880	Excavate & Remove Cone	2	20-Sep-23	21-Sep-23												
MH-5890	Install Polymer Inserts/ Grout 2ft Annular Space	2	21-Sep-23	22-Sep-23												
MH-5930	Slurry Backfill Manhole	1	25-Sep-23	25-Sep-23												
MH-5910	Pavement Restoration	1	26-Sep-23	26-Sep-23												
MH-5920	MH Frame & Cover Final Adjustment/ Pour Collar	1	27-Sep-23	27-Sep-23												
MH-5940	Line Cleaning	1	28-Sep-23	28-Sep-23												
MH-5900	Coat Invert Invert & Spark Test	1	29-Sep-23	29-Sep-23												
MH126328 - Group 15		13	14-Sep-23	02-Oct-23												
MH-5700	Demo & Rehab Base	1	14-Sep-23	14-Sep-23												
MH-5710	Saw Cut/ Mill/ Set Plates	2	18-Sep-23	19-Sep-23												
MH-5720	Excavate & Remove Cone	2	20-Sep-23	21-Sep-23												
MH-5730	Install Polymer Inserts/ Grout 2ft Annular Space	2	21-Sep-23	22-Sep-23												
MH-5770	Slurry Backfill Manhole	1	25-Sep-23	25-Sep-23												
MH-5750	Pavement Restoration	1	26-Sep-23	26-Sep-23												
MH-5760	MH Frame & Cover Final Adjustment/ Pour Collar	1	27-Sep-23	27-Sep-23												
MH-5740	Coat Invert Invert & Spark Test	1	02-Oct-23	02-Oct-23												
MH126344 - Group 15		13	15-Sep-23	03-Oct-23												
MH-5780	Demo & Rehab Base	1	15-Sep-23	15-Sep-23												
MH-5790	Saw Cut/ Mill/ Set Plates	2	18-Sep-23	19-Sep-23												
MH-5800	Excavate & Remove Cone	2	20-Sep-23	21-Sep-23												
MH-5810	Install Polymer Inserts/ Grout 2ft Annular Space	2	21-Sep-23	22-Sep-23												
MH-5850	Slurry Backfill Manhole	1	25-Sep-23	25-Sep-23												
MH-5830	Pavement Restoration	1	26-Sep-23	26-Sep-23												
MH-5840	MH Frame & Cover Final Adjustment/ Pour Collar	1	27-Sep-23	27-Sep-23												
MH-5820	Coat Invert Invert & Spark Test	1	03-Oct-23	03-Oct-23												
GROUP 16 (3 MHs)		16	19-Sep-23	10-Oct-23												
MH126343 - Group 16		14	19-Sep-23	06-Oct-23												
MH-6110	Demo & Rehab Base	2	19-Sep-23	20-Sep-23												
MH-6120	Saw Cut/ Mill/ Set Plates	2	25-Sep-23	26-Sep-23												
MH-6130	Excavate & Remove Cone	2	27-Sep-23	28-Sep-23												
MH-6140	Install Polymer Inserts/ Grout 2ft Annular Space	2	28-Sep-23	29-Sep-23												
MH-6180	Slurry Backfill Manhole	1	02-Oct-23	02-Oct-23												
MH-6160	Pavement Restoration	1	03-Oct-23	03-Oct-23												
MH-6170	MH Frame & Cover Final Adjustment/ Pour Collar	1	04-Oct-23	04-Oct-23												
MH-6190	Line Cleaning	1	05-Oct-23	05-Oct-23												
MH-6150	Coat Invert Invert & Spark Test	1	06-Oct-23	06-Oct-23												
MH126342 - Group 16		13	21-Sep-23	09-Oct-23												
MH-5950	Demo & Rehab Base	1	21-Sep-23	21-Sep-23												
MH-5960	Saw Cut/ Mill/ Set Plates	2	25-Sep-23	26-Sep-23												
MH-5970	Excavate & Remove Cone	2	27-Sep-23	28-Sep-23												



█ Remaining Level of Effort	█ Actual Work	█ Critical Remaining W...
█ Actual Level of Effort	█ Remaining Work	◆ Milestone

Activity ID	Activity Name	Original Duration	Start	Finish	2023														
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
MH-5980	Install Polymer Inserts/ Grout 2ft Annular Space	2	28-Sep-23	29-Sep-23															Install Polymer Inserts/ Grout 2ft Annular Space
MH-6020	Slurry Backfill Manhole	1	02-Oct-23	02-Oct-23															Slurry Backfill Manhole
MH-6000	Pavement Restoration	1	03-Oct-23	03-Oct-23															Pavement Restoration
MH-6010	MH Frame & Cover Final Adjustment/ Pour Collar	1	04-Oct-23	04-Oct-23															MH Frame & Cover Final Adjustment/ Pour Collar
MH-5990	Coat Invert Invert & Spark Test	1	09-Oct-23	09-Oct-23															Coat Invert Invert & Spark Test
MH126341 - Group 16		13	22-Sep-23	10-Oct-23															MH126341 - Group 16
MH-6030	Demo & Rehab Base	1	22-Sep-23	22-Sep-23															Demo & Rehab Base
MH-6040	Saw Cut/ Mill/ Set Plates	2	25-Sep-23	26-Sep-23															Saw Cut/ Mill/ Set Plates
MH-6050	Excavate & Remove Cone	2	27-Sep-23	28-Sep-23															Excavate & Remove Cone
MH-6060	Install Polymer Inserts/ Grout 2ft Annular Space	2	28-Sep-23	29-Sep-23															Install Polymer Inserts/ Grout 2ft Annular Space
MH-6100	Slurry Backfill Manhole	1	02-Oct-23	02-Oct-23															Slurry Backfill Manhole
MH-6080	Pavement Restoration	1	03-Oct-23	03-Oct-23															Pavement Restoration
MH-6090	MH Frame & Cover Final Adjustment/ Pour Collar	1	04-Oct-23	04-Oct-23															MH Frame & Cover Final Adjustment/ Pour Collar
MH-6070	Coat Invert Invert & Spark Test	1	10-Oct-23	10-Oct-23															Coat Invert Invert & Spark Test
GROUP 17 (2 MHs)		14	26-Sep-23	13-Oct-23															GROUP 17 (2 MHs)
MH114157 - Group 17		13	26-Sep-23	12-Oct-23															MH114157 - Group 17
MH-6280	Demo & Rehab Base	2	26-Sep-23	27-Sep-23															Demo & Rehab Base
MH-6290	Saw Cut/ Mill/ Set Plates	2	02-Oct-23	03-Oct-23															Saw Cut/ Mill/ Set Plates
MH-6300	Excavate & Remove Cone	2	04-Oct-23	05-Oct-23															Excavate & Remove Cone
MH-6310	Install Polymer Inserts/ Grout 2ft Annular Space	2	05-Oct-23	06-Oct-23															Install Polymer Inserts/ Grout 2ft Annular Space
MH-6350	Slurry Backfill Manhole	1	09-Oct-23	09-Oct-23															Slurry Backfill Manhole
MH-6330	Pavement Restoration	1	10-Oct-23	10-Oct-23															Pavement Restoration
MH-6340	MH Frame & Cover Final Adjustment/ Pour Collar	1	11-Oct-23	11-Oct-23															MH Frame & Cover Final Adjustment/ Pour Collar
MH-6320	Coat Invert Invert & Spark Test	1	12-Oct-23	12-Oct-23															Coat Invert Invert & Spark Test
MH114156 - Group 17		12	28-Sep-23	13-Oct-23															MH114156 - Group 17
MH-6200	Demo & Rehab Base	2	28-Sep-23	29-Sep-23															Demo & Rehab Base
MH-6210	Saw Cut/ Mill/ Set Plates	2	02-Oct-23	03-Oct-23															Saw Cut/ Mill/ Set Plates
MH-6220	Excavate & Remove Cone	2	04-Oct-23	05-Oct-23															Excavate & Remove Cone
MH-6230	Install Polymer Inserts/ Grout 2ft Annular Space	2	05-Oct-23	06-Oct-23															Install Polymer Inserts/ Grout 2ft Annular Space
MH-6270	Slurry Backfill Manhole	1	09-Oct-23	09-Oct-23															Slurry Backfill Manhole
MH-6250	Pavement Restoration	1	10-Oct-23	10-Oct-23															Pavement Restoration
MH-6260	MH Frame & Cover Final Adjustment/ Pour Collar	1	11-Oct-23	11-Oct-23															MH Frame & Cover Final Adjustment/ Pour Collar
MH-6240	Coat Invert Invert & Spark Test	1	13-Oct-23	13-Oct-23															Coat Invert Invert & Spark Test
GROUP 18 (2 MHs)		14	03-Oct-23	20-Oct-23															GROUP 18 (2 MHs)
MH114128 - Group 18		13	03-Oct-23	19-Oct-23															MH114128 - Group 18
MH-6440	Demo & Rehab Base	2	03-Oct-23	04-Oct-23															Demo & Rehab Base
MH-6450	Saw Cut/ Mill/ Set Plates	2	09-Oct-23	10-Oct-23															Saw Cut/ Mill/ Set Plates
MH-6460	Excavate & Remove Cone	2	11-Oct-23	12-Oct-23															Excavate & Remove Cone
MH-6470	Install Polymer Inserts/ Grout 2ft Annular Space	2	12-Oct-23	13-Oct-23															Install Polymer Inserts/ Grout 2ft Annular Space
MH-6510	Slurry Backfill Manhole	1	16-Oct-23	16-Oct-23															Slurry Backfill Manhole
MH-6490	Pavement Restoration	1	17-Oct-23	17-Oct-23															Pavement Restoration
MH-6500	MH Frame & Cover Final Adjustment/ Pour Collar	1	18-Oct-23	18-Oct-23															MH Frame & Cover Final Adjustment/ Pour Collar
MH-6480	Coat Invert Invert & Spark Test	1	19-Oct-23	19-Oct-23															Coat Invert Invert & Spark Test
MH114129 - Group 18		12	05-Oct-23	20-Oct-23															MH114129 - Group 18
MH-6360	Demo & Rehab Base	2	05-Oct-23	06-Oct-23															Demo & Rehab Base
MH-6370	Saw Cut/ Mill/ Set Plates	2	09-Oct-23	10-Oct-23															Saw Cut/ Mill/ Set Plates
MH-6380	Excavate & Remove Cone	2	11-Oct-23	12-Oct-23															Excavate & Remove Cone
MH-6390	Install Polymer Inserts/ Grout 2ft Annular Space	2	12-Oct-23	13-Oct-23															Install Polymer Inserts/ Grout 2ft Annular Space
MH-6430	Slurry Backfill Manhole	1	16-Oct-23	16-Oct-23															Slurry Backfill Manhole
MH-6410	Pavement Restoration	1	17-Oct-23	17-Oct-23															Pavement Restoration
MH-6420	MH Frame & Cover Final Adjustment/ Pour Collar	1	18-Oct-23	18-Oct-23															MH Frame & Cover Final Adjustment/ Pour Collar
MH-6400	Coat Invert Invert & Spark Test	1	20-Oct-23	20-Oct-23															Coat Invert Invert & Spark Test
GROUP 19 (2 MHs)		14	10-Oct-23	27-Oct-23															GROUP 19 (2 MHs)
MH114412 - Group 19		13	10-Oct-23	26-Oct-23															MH114412 - Group 19

	Remaining Level of Effort		Actual Work		Critical Remaining W...
	Actual Level of Effort		Remaining Work		Milestone

Activity ID	Activity Name	Original Duration	Start	Finish	2023											
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
MH-6600	Demo & Rehab Base	2	10-Oct-23	11-Oct-23												■ Demo & Rehab Base
MH-6610	Saw Cut/ Mill/ Set Plates	2	16-Oct-23	17-Oct-23												■ Saw Cut/ Mill/ Set Plates
MH-6620	Excavate & Remove Cone	2	18-Oct-23	19-Oct-23												■ Excavate & Remove Cone
MH-6630	Install Polymer Inserts/ Grout 2ft Annular Space	2	19-Oct-23	20-Oct-23												■ Install Polymer Inserts/ Grout 2ft Annular Sp
MH-6670	Slurry Backfill Manhole	1	23-Oct-23	23-Oct-23												■ Slurry Backfill Manhole
MH-6650	Pavement Restoration	1	24-Oct-23	24-Oct-23												■ Pavement Restoration
MH-6660	MH Frame & Cover Final Adjustment/ Pour Collar	1	25-Oct-23	25-Oct-23												■ MH Frame & Cover Final Adjustment/ Po
MH-6640	Coat Invert Invert & Spark Test	1	26-Oct-23	26-Oct-23												■ Coat Invert Invert & Spark Test
MH114407 - Group 19		12	12-Oct-23	27-Oct-23												■ MH114407 - Group 19
MH-6520	Demo & Rehab Base	2	12-Oct-23	13-Oct-23												■ Demo & Rehab Base
MH-6530	Saw Cut/ Mill/ Set Plates	2	16-Oct-23	17-Oct-23												■ Saw Cut/ Mill/ Set Plates
MH-6540	Excavate & Remove Cone	2	18-Oct-23	19-Oct-23												■ Excavate & Remove Cone
MH-6550	Install Polymer Inserts/ Grout 2ft Annular Space	2	19-Oct-23	20-Oct-23												■ Install Polymer Inserts/ Grout 2ft Annular Sp
MH-6590	Slurry Backfill Manhole	1	23-Oct-23	23-Oct-23												■ Slurry Backfill Manhole
MH-6570	Pavement Restoration	1	24-Oct-23	24-Oct-23												■ Pavement Restoration
MH-6580	MH Frame & Cover Final Adjustment/ Pour Collar	1	25-Oct-23	25-Oct-23												■ MH Frame & Cover Final Adjustment/ Po
MH-6560	Coat Invert Invert & Spark Test	1	27-Oct-23	27-Oct-23												■ Coat Invert Invert & Spark Test
GROUP 20 (3 MHS)		15	17-Oct-23	06-Nov-23												■ GROUP 20 (3 MHS)
MH114403 - Group 20		14	17-Oct-23	03-Nov-23												■ MH114403 - Group 20
MH-6840	Demo & Rehab Base	2	17-Oct-23	18-Oct-23												■ Demo & Rehab Base
MH-6850	Saw Cut/ Mill/ Set Plates	2	20-Oct-23	23-Oct-23												■ Saw Cut/ Mill/ Set Plates
MH-6860	Excavate & Remove Cone	2	24-Oct-23	25-Oct-23												■ Excavate & Remove Cone
MH-6870	Install Polymer Inserts/ Grout 2ft Annular Space	2	26-Oct-23	27-Oct-23												■ Install Polymer Inserts/ Grout 2ft Annular
MH-6910	Slurry Backfill Manhole	1	30-Oct-23	30-Oct-23												■ Slurry Backfill Manhole
MH-6890	Pavement Restoration	1	31-Oct-23	31-Oct-23												■ Pavement Restoration
MH-6900	MH Frame & Cover Final Adjustment/ Pour Collar	1	01-Nov-23	01-Nov-23												■ MH Frame & Cover Final Adjustmen
MH-6920	Line Cleaning	1	02-Nov-23	02-Nov-23												■ Line Cleaning
MH-6880	Coat Invert Invert & Spark Test	1	03-Nov-23	03-Nov-23												■ Coat Invert Invert & Spark Test
MH114405 - Group 20		13	19-Oct-23	06-Nov-23												■ MH114405 - Group 20
MH-6680	Demo & Rehab Base	1	19-Oct-23	19-Oct-23												■ Demo & Rehab Base
MH-6690	Saw Cut/ Mill/ Set Plates	2	20-Oct-23	23-Oct-23												■ Saw Cut/ Mill/ Set Plates
MH-6700	Excavate & Remove Cone	2	24-Oct-23	25-Oct-23												■ Excavate & Remove Cone
MH-6710	Install Polymer Inserts/ Grout 2ft Annular Space	2	26-Oct-23	27-Oct-23												■ Install Polymer Inserts/ Grout 2ft Annular
MH-6750	Slurry Backfill Manhole	1	30-Oct-23	30-Oct-23												■ Slurry Backfill Manhole
MH-6730	Pavement Restoration	1	31-Oct-23	31-Oct-23												■ Pavement Restoration
MH-6740	MH Frame & Cover Final Adjustment/ Pour Collar	1	02-Nov-23	02-Nov-23												■ MH Frame & Cover Final Adjustme
MH-6720	Coat Invert Invert & Spark Test	1	06-Nov-23	06-Nov-23												■ Coat Invert Invert & Spark Test
JPCI MANHOLE S (4 EA.)		40	07-Aug-23	02-Oct-23												■ JPCI MANHOLE S (4 EA.)
MH114101		10	07-Aug-23	18-Aug-23												■ MH114101
JPCI-1060	JPCI - MH114101 Rehab	10	07-Aug-23	18-Aug-23												■ JPCI - MH114101 Rehab
MH126263		10	21-Aug-23	01-Sep-23												■ MH126263
JPCI-1070	JPCI - MH126263 Rehab	10	21-Aug-23	01-Sep-23												■ JPCI - MH126263 Rehab
MH139607		10	05-Sep-23	18-Sep-23												■ MH139607
JPCI-1080	JPCI - MH139607 Rehab	10	05-Sep-23	18-Sep-23												■ JPCI - MH139607 Rehab
MH116062		10	19-Sep-23	02-Oct-23												■ MH116062
JPCI-1090	JPCI - MH116062 Rehab	10	19-Sep-23	02-Oct-23												■ JPCI - MH116062 Rehab
FULL REHABILITATION MANHOLES (8) EA		40	22-Jun-23	17-Aug-23												■ FULL REHABILITATION MANHOLES (8) EA
MH126427		5	22-Jun-23	28-Jun-23												■ MH126427
FR-1000	Full Rehab - MH126427	5	22-Jun-23	28-Jun-23												■ Full Rehab - MH126427
MH126428		5	29-Jun-23	06-Jul-23												■ MH126428
FR-1010	Full Rehab - MH126428	5	29-Jun-23	06-Jul-23												■ Full Rehab - MH126428
MH125470		5	07-Jul-23	13-Jul-23												■ MH125470
FR-1020	Full Rehab - MH125470	5	07-Jul-23	13-Jul-23												■ Full Rehab - MH125470
MH125422		5	14-Jul-23	20-Jul-23												■ MH125422

■ Remaining Level of Effort
■ Actual Work
■ Critical Remaining W...

■ Actual Level of Effort
■ Remaining Work
◆ Milestone

Activity ID	Activity Name	Original Duration	Start	Finish	2023											
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
FR-1030	Full Rehab - MH125422	5	14-Jul-23	20-Jul-23												
MH136249		5	21-Jul-23	27-Jul-23												
FR-1040	Full Rehab - MH136249	5	21-Jul-23	27-Jul-23												
MH125124		5	28-Jul-23	03-Aug-23												
FR-1050	Full Rehab - MH125124 (Has T-Loc)	5	28-Jul-23	03-Aug-23												
MH125123		5	04-Aug-23	10-Aug-23												
FR-1060	Full Rehab - MH125123	5	04-Aug-23	10-Aug-23												
MH132021		5	11-Aug-23	17-Aug-23												
FR-1070	Full Rehab - MH132021	5	11-Aug-23	17-Aug-23												

Remaining Level of Effort
 Actual Work
 Critical Remaining W...
 Actual Level of Effort
 Remaining Work
 ◆ Milestone



April 6, 2023

WW1248 Manhole Rehabilitation Phase #2

Exhibit C – Total Project Cost GMP 1

Attached to this section is the total project cost for GMP 1



WW1248 Manhole Rehabilitation Phase 2

CONTRACTOR NAME: **Archer Western Construction**

Contract Type:	CMAR	Town Project No.:	WW1248
Job Order No.:	TBD	Contractors Job No.:	TBD
Town Project Mgr.:	Brielle Atlasman	Prepared By:	Jason Kelly
Fee Type:	See Exhibit B	Date:	3/15/2023
Location:	Gilbert, Arizona	Revision:	1
Town Project Title:	Manhole Rehabilitation Phase 2		

Description of Work to be Performed (supporting information attached): Rehabilitation of Manholes throughout the Town of Gilbert

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity	Labor Cost	
			Unit Price	Total
Project Director	Hours	160.00	\$ 170.40	\$ 27,264.00
Project Manager	Hours	320.00	\$ 153.90	\$ 49,248.00
Safety Manager	Hours	316.00	\$ 115.39	\$ 36,463.24
Quality Manager	Hours	100.00	\$ 115.39	\$ 11,539.00
Assistant Project Manager	Hours	1,240.00	\$ 91.20	\$ 113,088.00
Project Engineer	Hours	1,240.00	\$ 82.95	\$ 102,858.00
Superintendent	Hours	840.00	\$ 122.55	\$ 102,942.00
Traffic Control Coordinator	Hours	1,240.00	\$ 84.60	\$ 104,904.00
Admin Assistant	Hours	260.00	\$ 53.25	\$ 13,845.00
CDL Truck Driver	Hours	980.00	\$ 48.70	\$ 47,726.00
Foreman	Hours	980.00	\$ 69.75	\$ 68,355.00
Laborers	Hours	1,960.00	\$ 43.30	\$ 84,868.00
Operator	Hours	1,960.00	\$ 54.10	\$ 106,036.00
Pipelayer	Hours	980.00	\$ 50.05	\$ 49,049.00
Mechanic	Hours	208.00	\$ 61.45	\$ 12,781.60
<i>*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>				\$ 930,966.84

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

Item	Unit	Quantity	Equipment Cost	
			Unit Price	Total
Backhoe - CAT 420F	Hours	980.00	\$ 85.09	\$ 83,388.20
Dump Truck - (12 CY)	Hours	980.00	\$ 117.38	\$ 115,032.40
Excavator - CAT 315	Hours	980.00	\$ 139.72	\$ 136,925.60
Reach Forklift	Hours	980.00	\$ 64.11	\$ 62,827.80
Transport Trailer	Hours	980.00	\$ 5.00	\$ 4,900.00
Truck - Manager (Heavy) F-250	Hours	2,800.00	\$ 12.00	\$ 33,600.00
Truck - Manager (Light) F-150	Hours	4,616.00	\$ 12.00	\$ 55,392.00
Truck Crew - (Heavy) F-350	Hours	980.00	\$ 17.00	\$ 16,660.00
		-	Subtotal Equipment Cost (B) \$ 508,726.00	

SECTION C: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Armorock	LS	52.00	\$ 16,681.88	\$ 867,458.00
Slurry	CY	599.50	\$ 144.00	\$ 86,328.00
Grout	EA	832.00	\$ 20.00	\$ 16,640.00
Ladtech Grade Rings	LS	60.00	\$ 525.00	\$ 31,500.00
CAP Frame & Cover	EA	60.00	\$ 986.59	\$ 59,195.40
Lifting Lugs	EA	102.98	\$ 20.00	\$ 2,059.60
			Subtotal Material Cost (C) \$ 1,063,181.00	

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Asphalt Sub	Asphalt patch, adjust grade rings & pour MH collar & Curb & Sidewalk Repair	\$ 266,566.00
Traffic Control	Traffic control	\$ 467,816.31
Base Coating	Coat base	\$ 320,880.00
Professional Police Services	Police service when within 300' of signalized intersection	\$ 100,050.00
Striping		\$ 13,090.00
Crack seal		\$ 15,480.00
Vacuum Truck		\$ 28,560.00
Sawcutting		\$ 12,360.00
Degan	Rehab eight manholes, includes T-lock removal on seven manholes	\$ 131,920.00
JPCI	Rehab ten manholes	\$ 125,690.00
Gracias Landscape	Sod replacement & one large tree removal	\$ 6,500.00
Milling	Asphalt milling	\$ 44,200.00
Subtotal Subcontractors & Consultants (D)		\$ 1,533,112.31

SECTION E: RENTAL EQUIPMENT

Company	Description of Rental Equipment (Supporting quote & information attached)	Total Cost
National Trench Safety	Shoring plates	\$ 14,456.00
	Road Plates	\$ 13,936.00
		\$ -
Subtotal Rental Equipment (E)		\$ 28,392.00

SECTION F: GENERAL CONDITIONS OF THE WORK

Item	Unit	Quantity	General Conditions Cost	
			Unit Price	Total
Office Trailers	Months	7.00	\$ 3,500.00	\$ 24,500.00
Site Support (Porta Johns, Dumpster, Wifi, Fence Rental)	Months	7.00	\$ 2,950.00	\$ 20,650.00
Small Tools	Hours	6,860.00	\$ 1.50	\$ 10,290.00
Safety Training	Hours	6,860.00	\$ 1.00	\$ 6,860.00
Dump Fees	Each	70.00	\$ 75.00	\$ 5,250.00
Subtotal General Conditions (F)				\$ 67,550.00

OVERHEAD: 5.79% (% to be taken from matrix)

PROFIT: 4.21% (% to be taken from matrix)

Subtotal General Contractor Costs (A+C+E+F):	\$ 2,090,089.84
O&P (10% of A+C+E+F):	\$209,008.98
Subtotal General Contractor Costs (B):	\$ 508,726.00
Total General Contractor Costs including O&P:	\$ 2,807,824.82
Subtotal Subcontractor Costs (D)	\$ 1,533,112.31
Subcontractor Profit (10% of D)	\$153,311.23
Total Subcontractor Costs including O&P:	\$ 1,686,423.54
TOTAL GC and Subcontractor Costs including O&P:	\$ 4,494,248.37
Insurance Costs @ 1.06%	\$47,639.03
Bond Costs @ 0.70%	\$31,459.74
Sales Tax (65% of 7.8%)	\$231,868.70

Subtotal Job Cost: \$ 4,805,215.84

Project Contingencies \$78,532.16

Project Allowances \$0.00

Owner must provide prior approval (in writing) before the use of any Allowance or Contingency Funds

TOTAL JOB COST: \$ 4,883,748.00

Submitted by:

Date



April 6, 2023

WW1248 Manhole Rehabilitation Phase #2

EXHIBIT D – Project Description

This project includes the rehabilitation of multiple sanitary sewer manholes throughout the Town of Gilbert which are in different stages of structural failure due to years of corrosion caused by the presence of H₂S gases. The rehabilitation scopes of work will vary at each manhole depending on location, depth, and existing structural integrity. The majority of the existing sewer manholes will be rehabilitated by excavating and removing the existing cone along with the cast iron frames and covers. Once the MH cone has been removed, the sewer flows will be mitigated by installing bypass plugs in the existing inlet/outlets. The existing base section of the manholes will then be cleaned and prepped to receive full epoxy coatings and repair of any exposed reinforcement or severe concrete deterioration. Once the base rehab has been completed, new polymer concrete manhole inserts will be installed within the existing concrete manhole structures, and the annular space between the existing manhole and the new inserts will be filled with 1 sack concrete slurry. Once the manhole inserts are completed, a new polymer concrete cone will be installed along with HDPE ring and cover and final paving of the excavated areas. The final process in the rehab is to complete the interior coatings and remove the bypass plug to allow sewer flows to resume.

A few manholes as part of this project which are in heavily congested traffic locations, or do not have extensive corrosion will be reviewed by the Town of Gilbert to determine if a full epoxy coating rehab will be completed in-lieu of the polymer concrete inserts.



April 6, 2023

WW1248 Manhole Rehabilitation Phase #2

EXHIBIT E – Subcontractor List

- Joseph Painting Company Inc. (JPCI) – Manhole Inserts & Coatings
- Southwest Environmental Coatings – Epoxy Coatings & MH Rehab
- Degan Construction – Epoxy Coatings & MH Rehab
- Nesbitt Contracting – Asphalt
- Aguillar Traffic Control



April 6, 2023

WW1248 Manhole Rehabilitation Phase #2

EXHIBIT F – Supplier List

- Armorock – Polymer Manhole Inserts
- Cal-Portland – Slurry/ Concrete
- Fortiline – HDPE Grade Rings
- Pipeline Services – CAP Frame & Covers



April 6, 2023

WW1248 Manhole Rehabilitation Phase #2

EXHIBIT G – Cost Estimate Development Log

The details of the cost estimate for GMP 1 are included in Exhibits B and C.

TOWN OF GILBERT

**CONSTRUCTION GENERAL CONDITIONS FOR
CONSTRUCTION MANAGER AT RISK (CM@R)**

For

Project Name: Manhole Rehabilitation Phase 2
CIP No: WW1248
Contract No: 323000357
Date: May 2, 2023

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PART I GENERAL CONDITIONS

PROJECT MANAGER/CONSTRUCTION MANAGER, ARCHITECT/ENGINEER

- 1.1 This Project will be coordinated by a Project Manager/Construction Manager (PM/CM), who will report the progress of the Work and compliance with the Contract Documents to GILBERT'S Representative. Generally, PM/CM will (1) oversee the progress of the Work, (2) receive submittals, requests for information and other information from CM@R, (3) transmit submittals and other information as appropriate to Architect/Engineer (A/E), (4) make recommendations to GILBERT regarding Change Orders and request for extensions of time, (5) make recommendations to GILBERT regarding requests for payment, (6) maintain Project records, (7) determine Substantial and Final Completion of the Project, and (8) accomplish other tasks related to the coordination of the Work.
- 1.2 Generally, A/E will review and approve shop drawings, make interpretations of the Contract Documents and make determinations regarding substitution of Methods and Materials. Other duties are set forth in the Contract Documents. Drawings and Specifications and copies thereof furnished by A/E are and shall remain the property of GILBERT. They are to be used only with respect to this Project and are not to be used on any other Project.
- 1.3 PM/CM will be retained by GILBERT during the construction and until final payment to the CM@R is made. PM/CM will report to, advise and consult with GILBERT'S Representative. All instructions to CM@R shall be forwarded through PM/CM. PM/CM will have the authority to act on behalf of GILBERT only to the extent provided in the Contract Documents. CM@R shall not be relieved from CM@R's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of PM/CM in its administration of the Contract, or by inspections, tests or approvals required. In the case of termination of the Contract of PM/CM, GILBERT shall appoint a PM/CM against whom CM@R makes no reasonable objection and whose status under the Contract Documents shall be that of the former PM/CM.

PART II GENERAL CONDITIONS

DEFINITIONS

- 2.1** The definitions set forth in the Pre-Construction Services Contract shall apply to these General Conditions.

PART III GENERAL CONDITIONS

INSURANCE AND BONDS, INDEMNIFICATION, NOTICE TO PROCEED

3.1 CM@R'S INSURANCE

- 3.1.1 General: CM@R agrees to comply with all GILBERT ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of CM@R, CM@R shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A or above with policies and forms satisfactory to GILBERT. Failure to maintain insurance as specified may result in termination of this Contract at GILBERT'S option.
- 3.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, GILBERT does not represent that coverage and limits will be adequate to protect CM@R. GILBERT reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in the Contract Documents or failure to identify any insurance deficiency shall not relieve CM@R from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the Contract.
- 3.1.3 Additional Insured: All insurance coverage and self insured retention or deductible portions, except Workers Compensation Insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Contract, GILBERT, GILBERT'S Representative, PM/CM, A/E, their agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of these Contract Documents.
- 3.1.4 Coverage Term: All insurance required herein shall be maintained in full force and effect until final acceptance of the Work or services required to be performed.
- 3.1.5 Primary Insurance: CM@R'S insurance shall be primary insurance as respects performance of subject Contract and in the protection of GILBERT as an Additional Insured.
- 3.1.6 Occurrence Basis: All insurance coverage shall be on an occurrence basis and not a claims made basis.
- 3.1.7 Waiver: All policies, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against GILBERT, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Work. CM@R shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 3.1.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contains deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the

policy limits provided to GILBERT. CM@R shall be solely responsible for any such deductible or self insured retention amount. GILBERT, at its option, may require CM@R to secure payment or such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

- 3.1.9 Use of Subcontractors: If any Work under the Contract Documents is subcontracted in any way, CM@R shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting GILBERT and CM@R. CM@R shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 3.1.10 Evidence of Insurance: Prior to commencing any Work under the Contract Documents, CM@R shall furnish GILBERT with Certificate(s) of Insurance, or formal endorsements as required by the Contract Documents, issued by CM@R'S insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage specified in the Contract Documents and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as evidence of coverage, GILBERT shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. Such certificates shall identify the Project. If any of the above cited policies expire during the life of the Contract, it shall be CM@R'S responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
- 3.1.10.1 GILBERT, PM/CM, A/E, their agents, representatives, officers, directors, officials and employees are Additional as follows:
- A. Commercial General Liability – Under ISO Form CG 20 10 04 13 and CG 20 37 04 13 or equivalent.
 - B. Auto Liability – Under ISO Form CA 20 48 10 13 or equivalent.
 - C. Excess Liability – Follow Form to underlying insurance as required.
- 3.1.10.2 CM@R'S insurance shall be primary insurance as respects performance of Contract.
- 3.1.10.3 Certificate shall state that should any of the required policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- 3.1.10.5 Project descriptive information including:
- A. Project Name
 - B. Project Number
 - C. Contract Number

3.1.11 **REQUIRED COVERAGE**

- 3.1.11.1 Commercial General Liability: CM@R shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$5,000,000 for each occurrence, \$5,000,000 Products and Completed Operations Annual Aggregate, and a \$5,000,000 General Aggregate Limit on a per project basis endorsed by means of ISO Endorsement CC-2503 1185 or equivalent. Commercial General Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Contract. The policy shall cover liability arising from premises, operations, independent CM@R’s, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Offices, Inc. policy form CG 20 10 04 13 and CG 20 37 0413 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, GILBERT, PM/CM, A/E, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form 10 04 13 and CG 20 37 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in GILBERT, but only with respect to liability arising out of “your work” for that insured by or for you.” CM@R, its successors and or assigns, is required to maintain Commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject Work. CM@R shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three year period containing all of the insurance requirements set forth herein including naming GILBERT, PM/CM, A/E, their agents, representatives, officers, directors, officials and employees as Additional Insured as required. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- 3.1.11.2 Vehicle Liability: CM@R shall maintain Business Automobile Liability insurance with a limit of \$3,000,000 each occurrence on CM@R’S owned, hired, and non-owned vehicles assigned to or used in the performance of the Work. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of the Work, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, GILBERT, PM/CM, A/E, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Officers, Inc. Business Auto policy Designated Insured Endorsement form CA 20 48 10 13 or equivalent. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

- 3.1.11.3 Worker's Compensation Insurance: CM@R shall maintain Worker Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of CM@R'S employees engaged in the performance of the Work and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- 3.1.11.4 Builder's "All Risk": CM@R shall maintain Builder's "All Risk" Insurance in an amount not less than one hundred percent (100%) of the Contract price. Such policy shall include coverage for fire, lightening, vandalism, malicious mischief, riot, civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail, earthquake, landslide, flood and collapse or loss due to the results of faulty workmanship during the Contract Time and until Final Acceptance of the Work by GILBERT. On pipeline and similar Projects where fire hazard is negligible or nonexistent, GILBERT may waive the requirement for fire insurance and/or accept an installation waiver.
- 3.1.11.5 Railroad Protection Liability: If the Work involves a railroad right-of-way (as described in the Special Conditions) Railroad Protective Liability Insurance coverage is required in the amounts set forth in the Special Conditions.

3.2 REQUIREMENT OF CONTRACT BONDS

- 3.2.1 Concurrently with the execution of the Contract, CM@R shall furnish GILBERT the following bonds, which shall become binding upon the Award of the Contract to CM@R:
- 3.2.1.1 A Performance Bond in an amount equal to the full Contract Price conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and Conditions thereof. Such bond shall be solely for the protection of GILBERT. The Performance Bond shall remain in force the greater of (a) two years after Final Completion of the Work, or (b) until the expiration of all warranties and guarantees as required by the Contract.
- 3.2.1.2 A Payment BOND in an amount equal to the full Contract Price solely for the protection of the claimants supplying labor or Materials to CM@R or their Subcontractors in the prosecution of the Work provided for in such Contract. The Payment Bond shall remain in effect for one year after Final Completion of the Work.
- 3.2.1.3 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 3.2.1.4 Each such bond shall be executed by a surety CM@R or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The

bonds shall be made payable and acceptable to GILBERT. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

3.3 INDEMNIFICATION

- 3.3.1 To the fullest extent permitted by law, CM@R, its successors and assigns shall indemnify and hold harmless GILBERT, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of CM@R or other persons employed or used by the CM@R in the performance of this Agreement. CM@R's duty to indemnify and hold harmless GILBERT, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by CM@R's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by CM@R or used by CM@R in the performance of this Agreement
- 3.3.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.
- 3.3.3 CM@R is responsible for all hazardous materials that it or any person employed by CM@R or used by CM@R in the performance of this Agreement creates or releases in connection with, or brings to, the Project unless required by the Contract Documents. CM@R shall immediately report to GILBERT any hazardous materials which it discovers or which are released at the Project. CM@R, its Subcontractors, agents and employees shall have no responsibility or liability for any hazardous materials or contaminated materials discovered at the Project site except for hazardous materials or contaminated materials CM@R, its Subcontractors, agents and employees bring to the Project site and negligently handle, unless such materials are required by the Contract Documents. CM@R, its Subcontractors, agents and employees shall not sign any hazardous materials or contaminated materials transportation manifests.

3.4 SAFETY WARRANTY

- 3.4.1 GILBERT shall not be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of the construction, methods of construction employed by the CM@R, subcontractors, suppliers or other entities or their partners, officers, agents, employees, or occupancy by any person.

- 3.4.2 CM@R shall provide and maintain in a neat, sanitary condition such accommodations for the use of their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code. CM@R shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on their own responsibility or as PM/CM may determine, reasonably necessary to protect the life and the health of employees on the job, the safety of the public and to protect property in connection with the performance of the Work. Precaution shall be exercised by CM@R at all times for the protection of persons (including employees and GILBERT representatives) and property. CM@R shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated thereunder.
- 3.4.3 CM@R warrants that CM@R is aware of and understands the foreseeable hazards presented to persons, property and the environment relating to and arising out of the Work and those that have been discovered during the preconstruction phase. In the event CM@R or any of CM@R'S Subcontractors are working or operating in an unsafe manner, CM@R shall immediately take full and appropriate steps to assure the safety of those working in the job site. CM@R acknowledges GILBERT'S right under this Contract to stop work if GILBERT determines the Work is not proceeding in a safe manner and may result in injury to persons or property. GILBERT, PM/CM and A/E shall not be liable for the costs incurred by CM@R if the Work is stopped for safety reasons. PM/CM, with GILBERT approval, shall issue a stop work order until the violation ceases. PM/CM shall immediately notify CM@R in writing of the reasons Work was stopped.

3.5 NOTICE TO PROCEED

CM@R or Subcontractors shall not start Work on any part of the Project until Notice to Proceed has been issued by GILBERT. The Notice to Proceed will be sent to CM@R by certified mail or delivered to them in person. The date for the official start of the Contract will

be set forth in the Notice to Proceed. The Notice to Proceed shall not be issued until the Contract has been executed and all insurance, bonds and other required documents have been submitted to GILBERT.

PART IV GENERAL CONDITIONS

COMMENCEMENT, PROSECUTION AND PROGRESS

4.1 COMMENCEMENT

- 4.1.1 Within ten (10) working days after the Notice Of Award, a pre-construction conference will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Section 5.1, procedures for handling submittals, processing Applications for Payment, and maintaining required records.
- 4.1.1.1 The conference shall be attended by: CM@R and their superintendent, Principal Subcontractors, Representatives of principal suppliers and manufacturers as appropriate, PM/CM, A/E, Representatives of GILBERT, Others as requested by CM@R, PM/CM, GILBERT, or A/E.
- 4.1.1.2 The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include but not be limited to:
- a. Discussion of Construction Management Plan (Developed during Preconstruction Phase services)
 - b. Discussion of Quality Control Plan
 - c. Discussion of CM@R's Initial Construction Schedule (See Section 5.1)
 - d. Transmittal, review, and distribution of CM@R's submittals
 - e. Processing applications for payment
 - f. Maintaining record documents
 - g. Critical work sequencing
 - h. A/E's Instruction Bulletins and Change Orders
 - i. Use of premises, office and storage areas, security, housekeeping and GILBERT'S needs
 - j. Major equipment deliveries and priorities
 - k. CM@R's Safety Program
- 4.1.1.3 PM/CM will preside at the conference and will develop the agenda and arrange for keeping the minutes and distributing the minutes to all persons in attendance.
- 4.1.2 CM@R shall commence Work on or before the tenth (10th) working day after the date set forth in the Notice to Proceed, and shall complete all Work under the Contract within the Contract Time. The Notice to Proceed will be issued no later than thirty (30) calendar days after the Notice of Award unless otherwise agreed upon in writing, or as may be specified in the Special Conditions.

4.2 SUBCONTRACTORS

- 4.2.1 Subcontracts shall be in accordance with, and CM@R shall be bound by, the following provisions:
- 4.2.1.1 All subcontracts shall be subject to review and acceptance by GILBERT.
 - 4.2.1.2 All subcontracts shall be in writing and shall provide that all Work to be performed thereunder shall be performed in accordance with the terms of the Contract.
 - 4.2.1.3 All Subcontractors whose total Project value exceeds \$50,000.00 shall provide Payment and Performance Bonds that meet the same requirements as bonds required for CM@R.
 - 4.2.1.4 True copies of any and all subcontracts shall be furnished to GILBERT.
 - 4.2.1.5 The subcontracting of any part of the Work will in no way relieve CM@R of their responsibility or liability or obligation under the Contract.
 - 4.2.1.6 All subcontracts and purchase orders for equipment shall state guaranteed delivery dates, at such times as determined by CM@R that will allow CM@R to complete the Project within the Contract Time.
- 4.2.2 If GILBERT or PM/CM has reasonable objection to any proposed Subcontractor, CM@R shall submit a substitute to whom GILBERT and PM/CM have no reasonable objection, and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.
- 4.2.3 CM@R shall make no substitution for any Subcontractor, person or entity previously selected if GILBERT or PM/CM make reasonable objection to such substitution.

4.3 CM@R'S REPRESENTATIVE AND EMERGENCIES

- 4.3.1 CM@R shall at all times be present at the Work, in person or represented by a competent superintendent who shall supervise and direct the Work and shall be authorized by CM@R to receive and fulfill instructions from PM/CM.
- 4.3.2 CM@R shall supervise and direct the Work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, except to the extent means, methods, techniques, sequences and procedures are otherwise specified by the Contract Documents pursuant to Section 4.21.2. CM@R shall employ and maintain on the SITE a qualified supervisor or superintendent who shall be designated in writing by CM@R as CM@R'S representative at the site. The supervisor or superintendent shall have full authority to act on behalf of CM@R and all communications given to the supervisor shall be

as binding as if given to CM@R. The supervisor or superintendent shall be present on the SITE at all times as required to perform adequate supervision and coordination of the Work.

- 4.3.3 Emergencies that may arise during the progress of the Work may require special effort or require extra shifts of men to continue the Work beyond normal working hours. CM@R shall be prepared in case of such emergencies from whatever cause, to do all necessary Work promptly.

4.4 CONTRACT DOCUMENTS

- 4.4.1 CM@R shall keep at the Site a copy of the Contract Documents and shall give PM/CM access thereto at all times.
- 4.4.2 The documents that make up the Contract Documents are intended to be complete and complementary, and to prescribe a complete Work which CM@R shall perform in a manner acceptable to PM/CM and in full compliance with the terms of the Contract. CM@R shall provide GILBERT with a complete and operable Work, even though the Plans and Specifications may not specifically call out all items or items of work required of CM@R to complete their task. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract Documents, CM@R shall immediately notify PM/CM, who shall immediately notify A/E. A/E will make the necessary corrections for furnishing of detailed instructions. In case of discrepancies, the more stringent requirement shall govern.
- 4.4.3 Any drawings or Plans listed anywhere in the Contract Documents or Addenda thereto shall be regarded as a part thereof and of the Contract. Anything mentioned in the Specifications and not indicated on the Plans or not mentioned in these Specifications and indicated on the Plans shall be of the same force and effect as if indicated or mentioned in both.
- 4.4.4 CM@R shall perform the Work in accordance with the lines, grades, cross sections, and dimensions indicated on the Plans and detailed drawings.
- 4.4.5 Unless otherwise specified, CM@R shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all Work involved in executing the Contract in a satisfactory and workmanlike manner within the Contract Time.
- 4.4.6 CM@R accepts the responsibility of constructing a watertight, weather-tight, and totally functional Project in accordance with the Contract Documents, subject to any undiscovered design errors or omissions therein.

4.5 ERRORS AND OMISSIONS

The Plans are presumed to be correct, but CM@R shall be required to check carefully all dimensions before beginning the Work. If any errors or omissions are discovered, PM/CM

shall be so notified in writing. PM/CM shall immediately notify A/E who will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications and shall issue appropriate A/E's Instruction Bulletins. Any such adjustments made by CM@R without prior review and acceptance shall be at their own risk. The settlement of any complication or disputed expenses arising from such adjustment shall be made by CM@R at their own expense.

4.6 QUALIFICATIONS FOR EMPLOYMENT

4.6.1 No person under the age of sixteen (16) years for normal occupations, no person under the age of eighteen (18) years in hazardous occupations and no person currently serving a sentence in a penal or correctional institution shall be employed to perform any Work under this Contract.

4.6.2 Immigration Law Compliance Warranty:

4.6.2.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

4.6.2.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

4.6.2.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

4.6.2.4 Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

4.6.2.5 If state law is amended, the parties may modify this paragraph consistent with state law.

4.6.3 Equal Treatment of Workers: CM@R shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or

tribunals having any jurisdiction or authority, which in any way affect the conduct of the WORK. CM@R shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). CM@R shall protect and indemnify GILBERT and its representatives against any claim or liability arising from or based on the violation of such, whether by CM@R or its employees.

- 4.6.4 Israel. CM@R certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.
- 4.6.5 Uyghur. In accordance with Arizona Revised Statutes § 35-394, CM@R hereby certifies and agrees that CM@R does not currently and shall not for the duration of this Contract use 1) the forced labor of ethnic Uyghurs in the People’s Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People’s Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If CM@R becomes aware during the term of this Contract that CM@R is not in compliance with this Section, then CM@R shall notify Gilbert within five (5) business days after becoming aware of such noncompliance. If CM@R does not provide Gilbert with written certification that CM@R has remedied such noncompliance within one hundred eighty (180) days after notifying Gilbert of such noncompliance, this Contract shall terminate, except that if the Contract termination date occurs before the end of such one hundred eighty (180) day remedy period, this Contract shall terminate on such contract termination date.

4.7 CHARACTER OF WORKERS

- 4.7.1 CM@R shall have in place and enforce a drug-free workplace policy which complies with the requirements of the Drug-Free Workplace Act.
- 4.7.2 CM@R shall at all times employ sufficient labor and equipment for prosecuting the several classes of Work to full completion in the manner and time required by the Contract Documents.
- 4.7.3 All workmen shall be competent and have sufficient skill, knowledge and experience in their class of work and in the operation of equipment required to perform all Work properly and satisfactorily.
- 4.7.4 CM@R shall at all times enforce strict discipline and good order among its workmen and shall not permit the use of alcohol or controlled substances (without a medical authorization) at the site.
- 4.7.5 Any person employed by CM@R or any Subcontractor who, in the opinion of PM/CM does not perform their work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of PM/CM be removed from the Work by CM@R or Subcontractor

employing such persons, and shall not be employed again in any portion of the Work without the approval of PM/CM. CM@R or Subcontractor shall hold GILBERT harmless from damages or claims for compensation that may occur in the enforcement of this section.

- 4.7.6 Should CM@R or Subcontractor fail to remove such person as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, GILBERT may suspend the Work by written notice until such orders are complied with.

4.8 MAINTENANCE OF TRAFFIC

- 4.8.1 CM@R'S operations shall be in accordance with the Manual on Uniform Traffic Control Devices, Latest Edition. These operations shall cause no unnecessary inconvenience to the public and public access rights shall be considered at all times. Unless otherwise authorized in the Specifications or on a temporary basis by PM/CM, traffic shall be permitted to pass through the Work area. CM@R shall coordinate with the various agencies to include governmental, commercial and public, so that adequate services are maintained.
- 4.8.2 CM@R shall become familiar with and follow GILBERT'S procedures when submitting traffic control plans for approval.
- 4.8.3 Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, motels, hospitals, fire stations, police stations, residential properties and establishments of a similar nature.
- 4.8.4 Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and pedestrian traffic. When rough grading is completed, the roadbed shall be brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. CM@R shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and non-working periods which, in the opinion of PM/CM, are required.
- 4.8.5 CM@R shall provide an asphalt paved surface for any temporary bypass that is in place longer than ten (10) CALENDAR days.
- 4.8.6 In the event of abnormal weather conditions, such as windstorms and rainstorms, CM@R shall immediately inspect their Work area and take all necessary actions to insure that public access and safety are maintained.
- 4.8.7 CM@R shall provide PM/CM with the emergency phone number of their representative.
- 4.8.8 CM@R representative shall be available for contact twenty-four (24) hours per day, seven (7) days per week.

4.9 CLEANUP AND DUST CONTROL

- 4.9.1 Throughout all phases of construction, including suspension of Work, and until final acceptance of the Project, CM@R shall keep the Work area clean and free from rubbish, excess material and debris generated by construction activities.
- 4.9.2 CM@R shall take whatever steps, procedures or means required to prevent any dust nuisance due to their construction operations. The dust control measures shall be maintained at all times to the satisfaction of PM/CM and in accordance with the requirements of the Maricopa County Bureau of Air Control Rules and Regulations.
- 4.9.3 Failure of CM@R to comply with PM/CM's written cleanup orders may result in an order to suspend Work until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension and PM/CM has the authority to take such other measures as may be necessary to remedy the situation.

4.10 SANITATION

- 4.10.1 CM@R shall provide suitable and adequate sanitary conveniences for the use of all persons employed on the Project. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Project, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.
- 4.10.2 CM@R shall cooperate with and follow directions of the Arizona Department of Public Health Services and the Maricopa County Health Department with respect to sanitation facilities. State and County Public Health Service representatives shall have access to the Work wherever it is in preparation or progress, and CM@R shall provide proper facilities for such access and inspection.

4.11 WATER

- 4.11.1 CM@R and each Subcontractor shall supply adequate pure cool drinking water with individual drinking cups for the use of employees on this construction. The quality of drinking water shall meet all applicable federal, state and local standards for drinking water.
- 4.11.2 It shall be the responsibility of CM@R to provide and maintain, at their own expense, an adequate supply of water for their use for construction and to install and maintain necessary supply connections and piping for same. Before final acceptance of the completed Project, all temporary connections and piping installed by CM@R shall be removed.
- 4.11.3 CM@R shall apply for a fire hydrant meter and pay for all construction water used at the current rates charged by GILBERT, if CM@R desires to obtain water from the distribution system at any point. If a fire hydrant is taken out of service by the CM@R, the CM@R shall notify GILBERT'S Water Services Department and mark the hydrant as being 'Out of Service' as required by GILBERT. Verify with GILBERT'S Water Services Department for special requirements on the use of fire hydrant water.

4.12 CONSTRUCTION STAKING

4.12.1 Construction staking will be made by CM@R in accordance with the technical requirements of Section 105.8 of the MAG Specifications unless otherwise provided in the Special Conditions. CM@R shall provide and pay for all facility layout staking, including elevations and all other Project staking.

4.12.2 Replacement of construction stakes that have been knocked out due to CM@R'S Work or lack of Work, weather conditions, traffic, vandalism or utility CM@R'S will be done at CM@R'S expense.

4.13 BLUE STAKE

CM@R is required to notify Blue Stake (263-1100) prior to the excavation of any material in accordance with A.R.S. § 40-360.22. CM@R shall directly contact GILBERT for marking of electrical for traffic signals, sprinkler and irrigation facilities.

4.14 UTILITIES SHOWN ON THE PLANS

4.14.1 Regardless of what utilities are shown on the Plans, it shall be CM@R'S responsibility to verify these locations and any additional lines which may exist through consulting with GILBERT, utility companies and/or "Blue Stake."

4.14.2 Existing utilities are indicated on Project Plans in accordance with the best information available. CM@R shall notify all owners of utilities when their Work is in progress. If a utility is damaged, the CM@R shall make such arrangements as are necessary to make emergency repairs, in a manner satisfactory to GILBERT.

4.14.3 If a utility is shown on the Project Plans and cannot be located by the CM@R, any Work in conflict with the utility shall be delayed until the location of the utility is confirmed by GILBERT.

4.14.4 No extra compensation will be made for the repair of any individual or house service utility or utility lines damaged by CM@R'S labor forces or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such existing utilities.

4.14.5 CM@R shall expose all sanitary and storm sewers, water, gas, electric, telephone utility lines, and other underground structures that might interfere with the Work, in order to permit survey location prior to construction.

4.14.6 CM@R shall assume full responsibility for damages to any underground facility/utility properly shown on the Plans or properly located by the Utility Owner, as a result of failing to obtain information as to its location, failing to excavate in a careful and prudent manner (as defined in MAG Spec's), or failing to take measures for protection of the facilities/utilities. The CM@R is liable to the Owner of the Underground Facility/Utility for the total cost of the repair.

4.15 UTILITIES NOT SHOWN ON THE PLANS

- 4.15.1 If utility lines are encountered which are not shown on the Plans, and not located, or incorrectly located by the Utility Owner, other than individual or house service utility lines, and these lines are damaged or work is required to clear same, then MAG Spec Section 109.8 and A.R.S. § 40-360 shall apply.
- 4.15.2 The work necessary for the raising, lowering, or relocating of any such utility shall be at the Utility Owner's expense. The necessary Work may be done by the Utility Owner or by CM@R, or as a collaborative effort, at the option of the Utility Owner. All Work shall be in accordance with the standards of GILBERT and the Utility Owner.

4.16 DRIVEWAYS AND WALKS

- 4.16.1 Inconvenience caused by digging across driveways and sidewalks shall be kept to a minimum by restoring the serviceability of the drive or sidewalk as soon as possible. Before blocking driveways, CM@R shall notify the property owner. CM@R shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to CM@R'S Work. If it is necessary to leave an excavation open across driveways or sidewalks, CM@R shall provide temporary relief in the form of steel plates over the excavation.
- 4.16.2 Temporary paving replacement in front of business establishments shall be placed immediately following backfill and shall remain in place until the condition of the backfill is suitable for permanent pavement replacement.
- 4.16.3 Direct access shall be provided at all times to fire stations, fire hydrants, hospitals, police stations, and at all other agencies or services where emergencies may require immediate access to same.

4.17 TREES AND SHRUBBERY

- 4.17.1 All trees and shrubbery within the right-of-way or easements shall be protected by CM@R insofar as practicable. No trees or shrubbery shall be removed without the prior approval of GILBERT.
- 4.17.2 In the event shrubbery or trees must be trimmed or removed, CM@R shall notify the property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by CM@R and hauled from the job at CM@R'S expense.
- 4.17.3 All trees, shrubs, hedges, brush, etc., designated on the Plans, or by PM/CM for removal, shall be completely removed and disposed of as indicated on the Plans or specified.

4.18 IRRIGATION DITCHES AND STRUCTURES

CM@R shall contact the owners of any ditches, irrigation lines, and appurtenances which interfere with the Work and shall make arrangements for dry-up or scheduling of water deliveries. CM@R shall be liable for any damage due to irrigation facilities damaged by their operations and shall repair such damaged facilities to an "equal or better than" original condition.

4.19 ROADS AND FENCES

- 4.19.1 Streets and roads subjected to interference by the prosecution of this Work shall be kept open in compliance with Section 4.8 and shall be maintained by CM@R until the Work is completed.
- 4.19.2 All fences located in easements, when damaged or temporarily removed, shall be restored to a condition equal to or better than the original condition. Such fences shall be restored at CM@R'S expense.

4.20 PROTECTION OF WORK AND CLEANING UP

- 4.20.1 CM@R shall be responsible for the protection of all Work until its completion and final acceptance, and he shall at their own expense, replace damaged or lost material, or repair damaged parts of the Work, and CM@R and their Sureties shall be liable therefore.
- 4.20.2 CM@R shall remove from the vicinity of the completed Work all plant, surplus material or equipment belonging to them or used under their direction during construction. All surplus excavated material, concrete, plaster and debris of all kinds shall be removed from GILBERT'S premises, streets or portions of building or property at or adjacent to the site of the Work excepting that select material which may be required for refilling or grading the surface. Salvage material shall be stored at areas designated by PM/CM. Where an area is indicated to be "cleared", all the weeds, vegetation, shrubs and trees shall be removed unless they are specifically noted not to be removed.
- 4.20.3 In the event of abnormal weather conditions, such as windstorms and rainstorms, CM@R shall immediately inspect their Work area and take all necessary actions to insure that the project Site is protected and maintained.

4.21 METHODS AND EQUIPMENT

- 4.21.1 The methods and equipment adopted by CM@R shall be such as will secure a satisfactory quality of Work and will enable CM@R to complete the Work in the time agreed upon. The selection and use of these methods and equipment is the responsibility of CM@R.
- 4.21.2 When the Specifications state the construction shall be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by A/E. If CM@R desires to use a method or type of equipment other than those specified, he may make that request to PM/CM, who shall immediately forward the request to

A/E. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that CM@R will be fully responsible for producing construction work in conformity with the Specifications. If, after trial use of the substituted methods or equipment, A/E determines that the Work produced does not meet the Specifications, CM@R shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods, equipment and quality, or take such other corrective action as A/E may direct. No change will be made in basis of payment of the construction items involved nor in Contract Time as result of authorizing a change in methods or equipment under these provisions. CM@R may appeal a decision of A/E under this Section to PM/CM. Any such appeal must be made in writing within seventy-two (72) hours of A/E's decision or the right to appeal is waived.

4.22 SUSPENSION OF WORK

In case of suspension of Work from any cause whatever, CM@R shall be responsible for the protection of all Materials and equipment. CM@R shall provide suitable drainage and erect temporary structures where necessary to protect the Materials and equipment.

4.23 DELAYS AND EXTENSION OF TIME

- 4.23.1 If CM@R finds it cannot, for reasons beyond their control, complete the Work within the Contract Time as specified or as extended, he shall immediately submit a written request to PM/CM for an extension of time setting forth therein the reasons that he believes will justify the granting of their request. Delay will only be granted if it affects the critical path of the schedule. CM@R'S plea that insufficient time was specified is not a valid reason for extension of time. If PM/CM finds that the Work was delayed because of conditions beyond the control and through no fault of CM@R, he may extend the Contract Time in such amount as the conditions justify. The extended Contract Time shall then be in full force and effect the same as though it were the original Contract Time. However, if the delay was caused by GILBERT, was unreasonable under the circumstances and was not within the contemplation of the parties, then CM@R and GILBERT shall enter into negotiations for recovery of damages directly related to the delay.
- 4.23.2 In setting the Contract Time, it has been assumed that up to seven Working Days may be lost as a result of weather conditions which will slow down the normal progress of Work; therefore, no extensions in Contract Time will be allowed for the first seven Working Days lost due to bad weather conditions.
- 4.23.3 To receive consideration, a request for extension of time must be made in writing to PM/CM stating the reason for said request, and such request must be received by PM/CM within seventy-two (72) hours following the end of the delay-causing condition.
- 4.23.4 PM/CM shall ascertain the facts and extent of the delay, and its findings of the facts thereon shall be final and conclusive.

- 4.23.5 An extension of time may only be granted by GILBERT after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not release the sureties upon any bond required under the Contract.
- 4.23.6 GILBERT'S, A/E'S or PM/CM'S liability for delay from any cause shall be limited to granting a time extension to CM@R and there is no other obligation, expressed or implied, on the part of GILBERT or A/E to CM@R for delay from any cause. An extension of Contract Time shall not release the sureties of their obligations, which shall remain in full force until the discharge of the Contract.

4.24 GILBERT'S RIGHT TO CARRY OUT THE WORK

If CM@R defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within ten (10) DAYS after receipt of written notice from GILBERT to commence and continue correction of such default or neglect with diligence and promptness, GILBERT may without prejudice to any other remedy GILBERT may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due CM@R the cost of correcting such deficiencies, including compensation for A/E's and PM/CM's additional services made necessary by such default, neglect or failure. If the payment then or thereafter due CM@R is not sufficient to cover such amount, CM@R shall pay the difference to GILBERT.

4.25 TERMINATION FOR BREACH OF CONTRACT

- 4.25.1 If CM@R refuses or fails to prosecute the Work or any separable part thereof in accordance with the Plans and Specifications or with such diligence as will ensure its completion within the time specified herein, or an extension thereof, or fails to complete such Work within time, or if he or any of their Subcontractor(s) should violate any of the provisions of the Contract, GILBERT may terminate this Contract.
- 4.25.2 In the event of any such termination, GILBERT shall immediately serve written notice thereof upon the Surety and CM@R, and the Surety shall have the right to take over and perform the Contract; provided however, that if the Surety within fifteen (15) DAYS after the serving upon it of a notice of termination does not give GILBERT written notice of its intention to take over and perform the Contract and does not commence performance thereof within thirty (30) DAYS from the date of serving said notice, GILBERT may take over the Work and prosecute the same to completion by Contract or by any other method GILBERT may deem advisable. GILBERT may, without liability for so doing, take possession of and utilize in completing the Work such Materials, appliances, plants and other property belonging to CM@R that may be on the site of the Work and be necessary therefore. For any portion of such Work that GILBERT elects to complete by furnishing employees, Materials, tools and equipment, GILBERT shall be compensated for such in accordance with the schedule of compensation for force account work in the section on payment for changes in the Work.

4.25.3 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to GILBERT.

4.26 CONCEALED OR UNKNOWN CONDITIONS

4.26.1 CM@R shall promptly, and before the conditions are disturbed, give a written notice to GILBERT of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.26.2 Gilbert will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the CM@R's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

PART V GENERAL CONDITIONS

CONTROL OF WORK

5.1 TIME OF WORK

5.1.1 Initial Construction Schedule

- 5.1.1.1 Prior to the pre-construction meeting, CM@R shall furnish to PM/CM one (1) hard copy and one (1) copy in electronic format of an Initial Construction Schedule.
- 5.1.1.2 The Initial Construction Schedule shall be based on and incorporate the Contract Milestone and Completion Dates specified in the Contract Documents.
- 5.1.1.3 The Initial Construction Schedule shall indicate the detailed plan for the work to be completed in the first ninety (90) calendar days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of Materials and equipment. Work beyond ninety (90) calendar days shall be shown in summary form.
- 5.1.1.4 The Initial Construction Schedule shall be a time-scaled, resource loaded, Critical Path Method (CPM) type schedule, prepared in Primavera compatible software.
- 5.1.1.5 **FOR VERTICAL PROJECTS** - The Initial Construction Schedule shall be cost loaded. The accepted cost loaded schedule will be used as a basis for monthly progress payments until acceptance of the Construction Schedule. Use of the Initial Construction Schedule for progress payments shall not exceed 30 calendar days.
- 5.1.1.5 **FOR HORIZONTAL PROJECTS** - The Schedule of Values used for establishing the GMP will be used as a basis for monthly progress payments.
- 5.1.1.6 Overall time of completion and time of completion for each milestone shown on the Initial Construction Schedule shall adhere to the times in the Special Conditions, unless an earlier (advanced) initial time of completion is requested by CM@R and agreed to by PM/CM. Any such agreement shall be formalized by a Change Order.
- 5.1.1.7 PM/CM will review the Initial Construction Schedule for conformance with the requirements of the Contract Documents. PM/CM will return the Initial Construction Schedule with comments within five (5) working days after receiving it from CM@R.

5.1.2 Construction Schedule Development

- 5.1.2.1 Within fifteen (15) working days after receiving the Notice to Proceed, CM@R shall submit a detailed proposed Construction Schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the

requirements of the Contract Documents.

5.1.2.2 The proposed Construction Schedule shall furnish or comply with the following requirements:

- a. A time scaled cost and manpower loaded CPM type schedule.
- b. No activity on the schedule shall have a duration longer than ten (10) working days, with the exception of fabrication and procurement activities, unless otherwise approved by PM/CM if the Project is a horizontal project (road, sewer, water improvements). Activity durations shall be the total number of actual working days required to perform that activity including consideration of weather impact on completion of that activity. No weather extensions will be allowed for days not shown as work days on the CPM schedule.
- c. Procurement of major equipment, through receipt and inspection at the site, identified as a separate activity.
- d. GILBERT furnished Materials and equipment if any, identified as separate activities.
- e. Dependencies (or relationships) between activities.
- f. Processing/approval of submittals and shop drawings for major equipment. Activities dependent on submittal acceptance and/or Material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.
- g. The total cost of performing each activity. This cost shall be the total of labor, material, equipment, including overhead and profit. The sum of the cost for activities shall equal the total contract value.
- h. Ten (10) working days for developing punch list(s), completion of punch list items, and final clean up for the Work or any designated portion thereof. No other critical activities shall be scheduled during this period.
- i. Interface with the Work of other contractors (or entities).

5.1.2.3 CM@R shall submit to PM/CM one hard copy and one copy in electronic format of the Construction Schedule.

5.1.2.4 PM/CM will review the proposed Construction Schedule for conformance with the requirements of the Contract Documents. Within five (5) working days after receipt, PM/CM will accept the Construction Schedule or will return it with comments. If the proposed Construction Schedule is not accepted, CM@R shall revise the schedule to incorporate comments and resubmit the schedule for acceptance within five (5) working days after receiving it. The accepted schedule shall become the Contract Schedule. If the accepted schedule indicates the project will be completed earlier than the contract completion date, the float time generated belongs to GILBERT. GILBERT may require the CM@R to perform additional scope of work during the float time with no additional General Conditions to the CM@R.

- 5.1.2.5 The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with CM@R.
- 5.1.2.6 Failure of the Contract Schedule to include any element of the Work or any inaccuracy in the Contract Schedule will not relieve CM@R from responsibility for accomplishing all the Work in accordance with the Contract
- 5.1.2.7 Acceptance of the Contract Schedule will not relieve CM@R of the responsibility for accomplishing the Work in accordance with the Contract.

5.1.3 Monthly Updates

- 5.1.3.1 CM@R shall submit to PM/CM each month an up-to-date status report of the work. The status report shall include:
 - a. Monthly Cash Flow Report projected through end of the project with the baseline projected cash flow remaining unchanged for the duration of the project and actual cash flow updated on a monthly basis. Cash flow reporting shall be in a format provided by PM/CM.
 - b. CM@R'S estimated percentage complete for each activity not yet complete.
 - c. Actual start/finish dates for activities as appropriate.
 - d. Identification of processing errors, if any, on the previous update reports.
 - e. Revisions, if any, to assumed activity durations including revisions for weather impact for any activities due to the effect of the previous schedule update.
 - f. Identification of activities that are affected by proposed Change Orders issued during the update period.
 - g. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, CM@R shall submit revision to schedule logic to conform to current status and direction.
 - h. Anticipated Work during the next reporting period.
 - i. Work accomplished during the current reporting period.
 - j. Identify problems and potential solutions.
- 5.1.3.2 PM/CM will review the updated information and meet with CM@R each week at the Project Site to determine the status of the Work. If agreement cannot be reached on any issue, CM@R will use PM/CM's determination in the processing of the update.
- 5.1.3.3 CM@R will incorporate PM/CM's comments and submit two (2) copies of the report.

5.1.3.4 Progress payments pursuant to the Contract will be based on the Contract Schedule update.

5.1.4 Schedule Revisions

5.1.4.1 If the sequence of construction differs significantly from the Contract Schedule, as determined by PM/CM, CM@R shall submit a revised schedule to PM/CM within five (5) working days for acceptance.

5.1.4.2 When a proposed Change Order is issued which has the potential to impact specified completion dates, the Change Order request shall include a description of the impact of such changes. If approved, it shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Section 6 of the Contract Documents.

5.1.4.3 Should CM@R, after acceptance of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to PM/CM, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to PM/CM, they will be incorporated into the Contract Schedule in the next reporting period.

5.1.4.4 Schedule revisions shall be submitted at least five (5) working days prior to the date of submission of update information. PM/CM will have five (5) working days to review the revisions.

5.1.5 Contract Schedule Reports

5.1.5.1 CM@R shall submit two (2) copies of the following reports for the proposed Contract Schedule, Contract Schedule monthly updates, Contract Schedule revisions and recovery schedules:

5.1.5.2 **FOR VERTICAL PROJECTS**

- a. Schedule Logic Report listing the activities, their early/late and actual start and finish dates, duration, float and the logic relationship of activities sorted by early start.
- b. A Cost Report listing each activity and its associated cost, percentage of work accomplished, earned value to date, previous payments and amount earned for the update period.
- c. A narrative report with the updated progress analysis, which shall include a description of problem areas, current and anticipated delaying factors and their impact, an explanation of corrective action taken and proposed revisions for recovery. Narrative report on proposed Contract Schedule will outline CM@R'S overall plan, strategy, crew movement and utilization, and other considerations in developing the schedule.

5.1.5.3 **FOR HORIZONTAL PROJECTS**

- a. CPM Schedule Report listing the activities, their early/late and actual start finish dates, duration, float and the logic relationship of activities sorted by early start.
- b. CM@R shall provide a CD containing the schedule files.

5.1.6 Short Interval Schedules

CM@R shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding three (3) weeks as required by PM/CM. The SIS shall include actual start/finish dates for the preceding one (1) week. Copies of the SIS shall be submitted to PM/CM at the weekly construction meeting. CM@R shall participate in short interval scheduling coordination during the weekly construction meetings.

5.1.7 Time of Essence

Time is of the essence of this Contract. CM@R shall, to the fullest extent possible, carry on the various classes or parts of the Work concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the Work, without the express approval of PM/CM.

5.1.8 Date of Completion

CM@R shall fully and satisfactorily complete the Work within the Contract Time. The date of completion is defined in Section 9.2.

5.1.9 Responsibility for Completion

5.1.9.1 CM@R shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays as may be necessary to insure the prosecution and completion of the Work in accordance with the accepted Contract Schedule. If work on the critical path is five (5) working days or more behind the currently updated Contract Schedule and it becomes apparent that the Work will not be completed within the Contract Time, CM@R will implement whatever steps it deems necessary to make up all lost time. If CM@R'S solution is not successful, it will make further attempts using the following sequence of events:

- a. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- b. If the above cannot be achieved then:
 - CM@R shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of PM/CM, the backlog of

work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of PM/CM the backlog of work.

- In addition, PM/CM may require the CM@R to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If PM/CM finds the proposed recovery schedule unacceptable, it may require CM@R to submit a new plan. If the actions taken by CM@R or the second plan proposed are unsatisfactory, PM/CM may require the CM@R to take any of the actions set forth in the previous paragraph without additional cost to GILBERT to make up the lag in scheduled progress.

5.1.9.2 Failure of CM@R to comply with the requirements of this Section 5.1.9 shall be considered grounds for a determination by GILBERT that CM@R is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

5.1.10 Daily Reports

CM@R shall submit a Daily Activity Report, including manpower and equipment activity, no later than 9:00 a.m. the following work day to PM/CM for each workday including weekends and holidays, when worked.

5.1.11 Payments Withheld

Progress Payments may be withheld in whole or in part should CM@R fail to comply with the requirements of this Section 5.1.

5.2 A/E TO INTERPRET CONTRACT DOCUMENTS

A/E will decide all questions which may arise as to the interpretation of the Plans and Specifications. CM@R may appeal a decision of A/E made pursuant to this paragraph to PM/CM. Such appeal must be made in writing within forty-eight (48) hours of A/E'S decision or the right to appeal is waived.

5.3 FORMAL PROTEST

- 5.3.1 If CM@R considers any Work demanded of them to be outside the requirements of the Contract, or if he considers any instruction, ruling, or decision of PM/CM or A/E to be unfair, he shall, within forty-eight (48) hours after any such demand is made, or instruction, ruling or decision is given, file a written protest stating clearly and in detail their objections and the reasons therefore. Except for such protests as are made of record in the manner and within the time above stated, CM@R shall be deemed to have waived and does hereby waive all claims for extra Work, damages and extensions of time resulting from demands, instructions, rulings and decisions of PM/CM or A/E. If the protest is against a demand, instruction, ruling or decision of A/E, it shall be filed with PM/CM. If the protest is against a demand, instruction, ruling or decision of PM/CM, it shall be filed with Town Clerk.
- 5.3.2 Upon receipt of a protest from CM@R of a decision of A/E, PM/CM shall review the demands, instructions, rulings, or decisions objected to and shall promptly advise CM@R in writing of their final decision, which shall be binding. Upon receipt of a protest from CM@R of a decision of PM/CM, GILBERT'S Representative shall review the demands, instructions, rulings, or decisions objected to and shall promptly advise CM@R in writing of their final decision, which shall be binding.
- 5.3.3 CM@R shall continue work on the Project during the review of the formal protest.

5.4 PLANS

- 5.4.1 The Contract Plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the Contract Plans shall be in writing. The Contract Plans shall be supplemented by such working or shop drawings prepared by CM@R as are necessary to adequately control the Work. No change shall be made by CM@R in any working or shop drawing after it has been accepted by A/E.
- 5.4.2 CM@R shall keep a current copy of the Plans and Specifications at the jobsite, and shall at all times give PM/CM access thereto. A current copy of Plans and Specifications shall include red-line drawings, all Addenda, Change Orders, A/E Instruction Bulletins, and any other approved change made to the Plans and Specifications. Any drawings or Plans listed in the Specifications shall be regarded as a part thereof and PM/CM will furnish from time to time such additional drawings, Plans, profiles, and information as he may consider necessary for CM@R'S guidance.
- 5.4.3 All authorized alterations affecting the requirements and information given on the accepted Plans shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by A/E except by consent of A/E in writing.

5.5 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces in all cases shall conform to lines, grades, cross sections, and dimensions shown on the accepted Plans. Allowable deviations, other than specified tolerances, from the accepted Plans and working drawings will in all cases be determined by PM/CM.

5.6 COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS

- 5.6.1 The documents which make up the Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete Work.
- 5.6.2 Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these Contract Documents, CM@R shall promptly notify PM/CM. PM/CM shall follow the procedures set forth in Section 4.5.1. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.
- 5.6.3 In the event of there being a conflict between one Contract Document and any of the other Contract Documents, the more stringent requirement shall apply.
- 5.6.4 CM@R shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event CM@R discovers such an error or omission, he shall immediately notify PM/CM, who shall notify A/E. PM/CM and A/E shall proceed as prescribed in Section 4.5.1 of the Contract Documents.

5.7 ORDER OF WORK

- 5.7.1 When required by the Contract Documents, CM@R shall follow the sequence of operations as set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for Contract items of Work and no additional compensation will be allowed therefore.
- 5.7.2 The organization of the Specifications into divisions and articles and the arrangement of drawings shall not control CM@R in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

5.8 COOPERATION BETWEEN CM@R AND OTHER CONTRACTORS

- 5.8.1 GILBERT reserves the right to Contract for and perform other or additional Work on or near the Work covered by the Contract.
- 5.8.2 When separate contracts are let within the limits of any one Project, each CM@R shall conduct their work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors. CM@Rs/Contractors working on the same Project shall cooperate with each other as directed by GILBERT.
- 5.8.3 Not used.
- 5.8.4 CM@R shall arrange their Work and shall place and dispose of the Materials being used so as not to interfere with the operations of the other Contractors within the limits of the same

Project. He shall join their Work with that of others in an acceptable manner and shall perform it in proper sequence to that of the others.

- 5.8.5 GILBERT will not honor any claim for extra compensation due to delays, extra Work, or extension of time caused by any other Contractors working within the limits of the same Project.

5.9 TESTING AND INSPECTION

- 5.9.1 The CM@R shall obtain an independent laboratory or testing company and pay all costs of testing required by the Contract documents, including testing required by MAG, the Specifications, the Town of Gilbert, and other jurisdictional bodies. A copy of all test results shall be furnished to PM/CM in a Weekly Summary Report submitted at the weekly construction progress meeting (time and date to be set upon Contract award) for tests performed from the preceding week. At substantial completion, the CM@R shall submit a final test report containing all test results which certifies the work complies with the Specifications. This report shall be sealed by a professional engineer registered in the State of Arizona who was responsible for overseeing the testing and sampling.
- 5.9.2 CM@R shall furnish PM/CM with reasonable access to the Work for ascertaining whether the Work as performed is in accordance with the requirements and intent of the Specifications and Contract. PM/CM shall be permitted to inspect all Materials and each part or detail of the Work at any time for the purpose of expediting and facilitating the progress of the Work. PM/CM shall be furnished with such information and assistance by CM@R as required to conduct a complete and detailed inspection. Should any Work be covered up before acceptance or consent of PM/CM, it must, if required by PM/CM, be uncovered for examination at CM@R'S expense. The direct control shall be solely the responsibility of CM@R'S foremen and superintendent.
- 5.9.3 When the United States government is to pay a portion of the cost of the Work covered by the Contract, the Work shall be subject to the inspection of the representatives of the U.S. government. Such inspection shall in no sense make the U.S. government a party to this Contract and will in no way interfere with the rights of either party under this Contract.
- 5.9.4 The inspection of the Work shall not relieve CM@R of any of their obligations to fulfill their Contract as herein provided. Any unsuitable or defective Materials and Work may be rejected notwithstanding that such Work and Materials may have been previously overlooked and accepted or estimated for payment. Unsuitable or defective Materials shall be removed from the site within three (3) days of such rejection.

5.10 LINES AND GRADES

Profiles and elevations are indicated on the Plans. All Work under this Contract shall be built in accordance with the lines and grades indicated on the Plans. These lines and grades may be modified as provided in Part VI (Changes in the Work) in the Contract. The establishment of the lines and grades shall be set forth under these General Conditions, as modified by the Special Conditions. CM@R shall verify all vertical and horizontal controls using the nearest benchmark.

5.11 USE OF SITE

- 5.11.1 CM@R shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the Site with any Materials or equipment.
- 5.11.2 CM@R shall coordinate all of the Contract's operations with, and secure approval from, PM/CM before using any portion of the Site.

5.12 SEPARATE CONTRACTS TO GILBERT

- 5.12.1 If any part of CM@R'S Work depends on proper execution or results of Work performed by GILBERT or any separate CM@R, CM@R shall, prior to proceeding with the Work, promptly report to PM/CM any apparent discrepancies or defects in such other Work that render it unsuitable for such proper execution and results. Failure of CM@R so to report shall constitute an acceptance of GILBERT'S or separate CM@R'S Work as fit and proper to receive the Work, except as to defects which may subsequently become apparent in such Work by others.
- 5.12.2 Should CM@R wrongfully cause damage to the Work or property of GILBERT, or to other Work or property on the site, CM@R shall promptly remedy such damage.
- 5.12.3 Should CM@R wrongfully delay or cause damage to the Work or property of any separate CM@R, CM@R shall, upon due notice, promptly attempt to settle with such other CM@R by agreement, or otherwise to resolve the dispute.

5.13 TEST

- 5.13.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, CM@R shall give PM/CM timely notice of its readiness so PM/CM may observe such inspection, testing or approval. CM@R shall bear all costs of such inspections, test or approvals conducted by public authorities. GILBERT shall reserve the right to conduct additional tests and inspections, and, unless otherwise provided, GILBERT shall bear all costs of other inspections, tests or approvals.
- 5.13.2 Required certificates of inspection, testing or approval shall be secured by CM@R and CM@R shall promptly deliver them to PM/CM.

PART VI GENERAL CONDITIONS

CHANGES IN THE WORK

6.1 CHANGES IN THE WORK

- 6.1.1 GILBERT, without invalidating the Contract and without notification of sureties, may order extra Work, make changes by altering, or delete any portion of the Work as specified herein, or as deemed necessary or desirable by GILBERT. All such Work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra Work.
- 6.1.2 In giving instructions, PM/CM shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work. No extra Work or change shall be made unless in pursuance of a written order by GILBERT. Any claim for an addition to the Contract Price shall not be valid unless the change was so ordered, except in an emergency endangering life or property. If CM@R claims that any instructions involve extra cost under the Contract, he shall within seventy-two (72) hours after the receipt of such instructions, provide notice to PM/CM of such claim, and before proceeding to execute the Work, except in an emergency endangering life or property, and the procedure shall then be as provided to approve Change Orders.
- 6.1.3 It is mutually understood that it is inherent in the nature of municipal construction that some changes in the Plans and Specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change. GILBERT shall have the right to make such changes in the Plans and the character of the Work as may be necessary or desirable to insure the completion of the Work in the most satisfactory manner without invalidating the Contract. If GILBERT makes any material changes in the Plans or to the character of the Work, then CM@R and GILBERT shall cooperate reasonably to equitably adjust the Contract Price and Contract Time in light of such changes.
- 6.1.4 Changes shall be incorporated in the written Change Order issued by GILBERT, which shall be written so as to indicate acceptance on the part of CM@R as evidenced by their signature.

6.2 PRICING OF CHANGES

- 6.2.1 If a Change Order provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:
- 6.2.1.1 Where the Work involved is covered by unit prices contained in the Schedule of Values, by application of the unit prices to the quantities of the items involved, as mutually agreed to by the CM@R and PM/CM.

- 6.2.1.2 By mutual acceptance of a unit price not contained in the Schedule of Values, or mutual acceptance of a lump sum price. The CM@R shall furnish PM/CM with an itemized cost breakdown together with supporting data including the quantities used in computing the unit price and/or lump sum price of the Work.
- 6.2.1.3 Only when methods A and B above are exhausted, then on the basis of the Cost of Work plus a CM@R'S Fee for overhead and profit, as described below. (Cost Plus Basis).
- 6.2.1.4 Whenever the cost of any work is to be determined on a Cost Plus Basis, CM@R will submit on forms acceptable to PM/CM, daily work sheets showing an itemized breakdown together with supporting data used to arrive at a final cost for the Work. No payment will be made for work not verified by PM/CM. Final cost for the Change in the Work shall be reflected and formalized in a Change Order.

- 6.2.2 Allowable direct and indirect percentages for any Change Order are given in the Cost Model.
- 6.2.3 Upon receipt of a proposed Change Order, CM@R shall promptly proceed with the change in the Work and advise PM/CM within five (5) days of CM@R'S agreement or disagreement with the method, if any, provided in the proposed Change Order for determining the proposed adjustment in the Contract Price or Contract Time. Failure to return the Change Order to PM/CM within seven (7) days indicates CM@R'S Agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 6.2.4 If CM@R disagrees with the method for adjustment in the Contract Price, the adjustment shall be determined by PM/CM on the basis of any of the methods described in Section 6.2.1, paragraphs A-D.
- 6.2.5 Overhead and Profit for actual cost of work performed by the CM@R and/or their Subcontractor is given in the Cost Model.
- 6.2.6 If the net value of a change results in a credit from CM@R or Subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit as indicated in the Final GMP. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

6.3 COST PLUS ADJUSTMENT

- 6.3.1 **Record Keeping:** In the event that the pricing method selected is the "cost plus" method described in Section 6.2.1, Paragraphs C and D, CM@R shall keep and present daily, in such form as PM/CM may prescribe, an itemized accounting together with appropriate supporting data of the labor, materials, and equipment used during that Day. All labor shall be recorded on separate time sheets clearly identified with the Change Order number and scope of extra work involved. These time sheets shall be signed daily by PM/CM. No costs will be allowed for time not recorded and signed the same day the work takes place. CM@R and PM/CM

shall discuss and attempt to resolve any disputed concerning CM@R'S daily records at the time the report is submitted.

- 6.3.2 **Reconciliation:** CM@R shall on a monthly basis acCM@R ing the progress payment request submit a reconciliation for all Work performed under a cost plus Change Order during the period of the progress payment. A final reconciliation shall be submitted within 30 days after the Work of the Change Order is completed. The reconciliation shall recap all costs and appropriate markups for the period. No costs will be allowed for work not included in a reconciliation within the time periods specified.

6.4 EFFECT ON SURETIES

- 6.4.1 All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the Contract bonds, and shall not reduce the sureties' liability on the bonds.
- 6.4.2 GILBERT reserves the right to require additional payment or performance bonds to secure a Change Order.

PART VII GENERAL CONDITIONS

MATERIALS AND WORKMANSHIP

7.1 GENERAL

- 7.1.1 All equipment, Materials, and articles incorporated in the Work covered by this Contract shall be new and subject to review and acceptance by PM/CM unless otherwise specifically provided for in the Contract Documents.
- 7.1.2 Where equipment, Materials, or articles are referred to in the Specifications as "or equal to" any particular standard, A/E shall decide the question of equality.
- 7.1.3 Wherever any standard published specification is referred to, the latest edition or revision, including all amendments, shall be used unless otherwise specified. Materials of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all Materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials, where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.
- 7.1.4 All Work shall be done and completed in a thorough, workmanlike manner in conformance with the Contract Documents. PM/CM shall have the authority to reject Work not in conformance with the Contract Documents.
- 7.1.5 In the event CM@R discovers any omission from these Specifications or from the Plans, it shall be the duty of CM@R to call PM/CM's attention to apparent errors or omissions and request instructions before proceeding with the Work. PM/CM shall immediately notify A/E who shall, by appropriate instructions, correct errors and/or omissions, which instructions shall be as binding upon CM@R as though contained in the original Specifications or Plans.
- 7.1.6 CM@R may appeal a decision of A/E made pursuant to Section 7.1 to PM/CM. Such appeal must be made in writing within forty-eight (48) hours of A/E's decision or the right to appeal is waived.

7.2 SUBSTITUTION OF MATERIAL OR EQUIPMENT

Substitution of material or equipment shall only be made pursuant to MAG Section 106.4.

7.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 7.3.1 Shop drawings are drawings, diagrams, schedules and other data specially prepared for the Work by CM@R or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

- 7.3.2 Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CM@R to illustrate a material, product or system for some portion of the Work.
- 7.3.3 Samples are physical examples that illustrate materials, equipment or workmanship, and establish standards by which the Work will be judged.
- 7.3.4 All Materials to be incorporated in the Work shall be subject to sampling, testing and acceptance. Samples furnished by CM@R shall be representative of the materials to be used. PM/CM and A/E may select samples or may require that samples be delivered to and tested at a laboratory designated by PM/CM at no additional cost to GILBERT.
- 7.3.5 CM@R shall prepare, review, approve all shop drawings, product data and samples required by the Contract Documents and submit to PM/CM with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of GILBERT or any separate CM@R. PM/CM shall immediately forward such shop drawings, product data and samples to A/E. CM@R shall cooperate with PM/CM and A/E in the coordination of the shop drawings, product data and samples with those of other separate CM@Rs.
- 7.3.6 By preparing, approving and submitting shop drawings, product data and samples, CM@R represents that CM@R has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so with reasonable promptness, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project and the Contract Documents.
- 7.3.7 CM@R shall:
- 7.3.7.1 Review each submittal and check for compliance with Contract Documents
 - 7.3.7.2 Stamp each submittal with uniform approval stamp before submitting to PM/CM.
 - A. Stamp to include project name, submittal number, specification number, CM@R reviewer's name, date of submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - B. PM/CM will not transmit review submittals to the A/E that do not bear CM@R'S approval stamp and will return them to the CM@R without action.
- 7.3.8 A/E will review and approve or take other appropriate action upon CM@R'S submittals such as shop drawings, product data and samples for conformance with the Specifications. A/E's approval of the specific item shall not indicate approval of an assembly of which the item is a component.
- 7.3.9 All sampling and testing of Materials shall be done in accordance with the latest designated standard methods AASHTO or ASTM, or in accordance with special methods designated in the Specifications.

7.4 MATERIALS FURNISHED BY GILBERT

All Materials and/or services to be furnished by GILBERT are indicated in the Special Conditions. The cost of CM@R handling and placing GILBERT-furnished Materials shall be included in the Contract price.

7.5 STORAGE OF MATERIALS

7.5.1 CM@R shall provide proper storage facilities and exercise such measures as will insure the preservation of the specified quality and fitness of all Materials and equipment to be used in the Work. Stored Materials shall be located so as to provide reasonable access for inspection.

That portion of the right-of-way not required for public travel may be used for storage purposes unless prohibited by the other provisions of the Project Specifications. Any additional space required shall be provided by CM@R at no cost to GILBERT. Protection of Materials and equipment stored on the site shall be the responsibility of CM@R. GILBERT reserves the right to direct CM@R to provide proper means of protection for Materials if such is deemed advisable by PM/CM; however, the exercise of or failure to exercise this right shall not be deemed to relieve CM@R of their primary responsibility for protecting the material and equipment. CM@R shall provide suitable warehouses or other adequate means of protection for such of the Materials and equipment as require storage or protection. CM@R shall store and care for the material and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. CM@R shall maintain all material and equipment in accordance with the manufacturer's instructions. The cost of replacing any material or equipment damaged in storage shall be borne by CM@R, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve CM@R of their primary responsibility. No motor shall be left uncovered or unprotected.

7.5.2 Payments for Materials or equipment stored off the site shall be conditioned upon submission by CM@R of bills of sale to establish GILBERT'S title to such Materials or equipment and certificate of insurance for storage in a bonded warehouse or facility agreeable to GILBERT.

7.6 REJECTED MATERIALS AND WORK

PM/CM shall have the authority to reject Materials which do not conform to the Contract Documents. Rejected Materials shall be removed immediately from the site of the Work unless otherwise permitted by PM/CM. No rejected Materials, the defects of which have been subsequently corrected, shall be used unless accepted by PM/CM. If CM@R fails to remove and replace rejected material, GILBERT has authority to do so and to deduct the cost thereof from any monies due or to become due CM@R.

7.7 GUARANTEE OF WORK - WARRANTY

7.7.1 CM@R warrants to GILBERT that all Materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and

authorized, may be considered defective. If required by GILBERT or PM/CM, CM@R shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by any other provisions of the Contract Documents.

- 7.7.2 CM@R shall promptly correct all Work rejected as defective or as failing to conform to the Contract Documents whether observed before or after acceptance and whether or not fabricated, installed or completed. CM@R shall bear all costs of correcting such rejected Work, including compensation for the additional services of PM/CM and A/E made necessary thereby.
- 7.7.3 If, within one year after the date of final acceptance by GILBERT of all Work required by the Contract Documents or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CM@R shall correct it promptly after receipt of written notice from GILBERT to do so unless GILBERT has previously given CM@R a written acceptance of such condition. This obligation shall survive termination of the Contract, but it shall in no way limit the warranty set forth in Section 7.7.1. GILBERT shall give the notice required herein promptly after discovery of the condition.
- 7.7.4 CM@R shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected unless removal is waived by GILBERT.
- 7.7.5 If CM@R does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from PM/CM, GILBERT may remove it and may store the Materials or equipment at the expense of CM@R. If CM@R does not pay the cost of such removal and storage within ten (10) Days thereafter, GILBERT may upon ten (10) additional Days written notice sell such Materials and equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by CM@R including, but not limited to, compensation for PM/CM's and A/E's additional services made necessary thereby. If the proceeds of sale do not cover all such costs, the amount to be paid by GILBERT to CM@R under the Contract shall be reduced by the deficiency. If payments then due to CM@R are insufficient to cover deficiency, CM@R shall pay the difference to GILBERT.
- 7.7.6 CM@R shall bear the costs of making good all Work of GILBERT or separate CM@Rs destroyed or damaged by CM@R'S correction or removal of defective Work.
- 7.7.7 Nothing contained in this Section 7.7 shall be construed to establish a period of limitation with respect to any other obligation that CM@R might have under the Contract Documents. The establishment of the time period of one year after final acceptance or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of CM@R to correct the Work and has no relationship to the time within which CM@R'S obligation to comply with the Contract Documents may be sought to be enforced. Nor the time within which proceedings may be commenced to establish CM@R'S liability with respect to CM@R'S obligations other than specifically to correct the Work.

7.7.8 In the event it is necessary for GILBERT to file suit to enforce any liability of CM@R, GILBERT shall be entitled to recover from CM@R, a reasonable sum as and for costs and attorneys fees, in addition to all other amounts found due and owing.

7.8 NO EXERCISE OF AUTHORITY BY A/E AND PM/CM

Neither A/E's nor PM/CM's authority to act under this Part VII nor any decision made by them in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of A/E or PM/CM to CM@R, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

PART VIII GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

8.1 LAWS TO BE OBSERVED

- 8.1.1 CM@R is presumed to know, and at all times shall observe and comply with, all federal and state laws and local ordinances, including but not limited to Workers' Compensation, occupation diseases, and unemployment compensation laws together with the payment of all premiums and taxes therefore; also all laws, ordinances, and regulations in any manner affecting the conduct of the Work, including environmental laws and regulations and shall indemnify and save harmless GILBERT and its representatives against any claim arising from the violation of such laws, bylaws, ordinances, or regulations by CM@R, Subcontractors and their employees and agents. CM@R'S particular attention is drawn, but not limited to, the laws in paragraphs 8.2, 8.3, 8.4, 8.5 and 8.15.
- 8.1.2 If CM@R performs any Work knowing it to be contrary to such laws, ordinances and regulations, CM@R shall assume full responsibility therefore and shall bear all costs attributable thereto.

8.2 HOURS OF LABOR

All Contracts made by or on behalf of the State of Arizona, or any of its political subdivisions, with any person for the performance of any Work, or the furnishing of any material manufactured within the State, shall comply with the Fair Labor Standards Act and Section 23-391, Arizona Revised Statutes, as amended.

8.3 ALIEN LABOR

A person not a legal alien, citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal works or employment; provided that nothing herein shall be construed to prevent the working of prisoners by the state or by any county or municipality thereof on street or road work or other public work.

8.4 LABOR DISCRIMINATION

- 8.4.1 Attention is directed to Arizona Revised Statutes, Title 41, Chapter 9, Article 4, as amended, entitled "Discrimination in Employment."
- 8.4.2 When federal funds are to pay a portion of the cost of this Project, then the CM@R shall also comply with applicable paragraphs in the Special Conditions.

8.5 PERMITS AND LICENSES

Except as otherwise provided in the Contract Documents, it is the duty of CM@R to procure

all permits and licenses. There will be no charge to CM@R for any necessary GILBERT permits and inspections.

8.6 PATENTED DEVICES, MATERIALS, AND PROCESSES

CM@R shall indemnify and save harmless GILBERT and its duly authorized representatives from all liabilities, judgments, costs, damages and expenses which may result from the infringement of any patents, trademarks or copyrights by reason of the use of any proprietary Materials, devices, equipment or processes incorporated in or used in the performance of the Work under this Contract.

8.7 SURVEY LAND MONUMENTS

Survey land monuments and property marks shall not be moved or otherwise disturbed by CM@R until an authorized agent, of the agency having jurisdiction over the land monuments or property marks setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction.

8.8 PROTECTION OF PERSON AND PROPERTY

- 8.8.1 CM@R shall adopt every practical means and comply with all laws, ordinances and regulations in order to minimize interferences to traffic and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded.
- 8.8.2 If an unsafe condition arises or exists during the progress of the Work, or if GILBERT has reason to believe that an unsafe condition exists, CM@R shall suspend the Work wholly or in part for such period as may be necessary to correct the unsafe condition.
- 8.8.3 Neither CM@R nor the Subcontractor shall trespass upon private property. CM@R shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from operations of CM@R or Subcontractors completing this Work. CM@R shall ensure that both CM@R and Subcontractors comply with the laws and regulations of GILBERT, county and state relating to the safety of persons and property. CM@R will be held responsible and required to make good any injury or damage to persons or property caused by CM@R or Subcontractors or any agent or employee of either during the progress of the Work and until its final acceptance.
- 8.8.4 CM@R shall protect against injury or damage to any pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences or other structures or property, public and/or private, encountered in this Work except as stipulated elsewhere herein. CM@R shall be responsible and liable for any injury or damage or repair to such pipe, structures and property.
- 8.8.5 CM@R shall have total responsibility for the safety conditions at the Work site.

8.9 CONSTRUCTION SAFETY PROGRAM AND REGULATIONS

The Arizona Occupational Safety and Health Act and the conditions set forth in the Occupation Safety and Health Standards (OSHA) shall constitute the outline for the safety program to be adhered to during the course of the Project. CM@R shall keep a copy of these publications available at the jobsite for reference, as well as a copy of CM@R'S safety program. A copy of the agenda for the CM@R'S weekly tail gate meetings shall be submitted to PM/CM for inclusion into the weekly meeting notes.

8.10 PROTECTION OF ANTIQUITIES

- 8.10.1 Attention is called to state and federal laws pertaining to the protection and preservation of sites or objects of archaeological, paleontological or historic interest and endangered species.
- 8.10.2 It shall be a provision of every Contract that when features of archaeological, paleontological or historic interest are encountered or unearthed in the excavation of material pits, the roadway prism, or other excavation, CM@R shall stop work in the immediate vicinity of such feature, protect it from damage or disturbance, and report promptly to the Director of the Arizona State Museum and PM/CM. When a possible endangered or threatened species is discovered, CM@R shall stop work and report promptly to PM/CM.
- 8.10.3 Work shall not be resumed in the immediate area until CM@R is advised by the authorities having jurisdiction that study or removal of the feature or features has been completed. CM@R will be allowed an appropriate Contract time extension as provided in these General Conditions for construction time lost.

8.11 CONTINGENCIES

CM@R shall be entitled to the use of a Contractor Contingency in accordance with the terms of the Pre-Construction Services Contract, provided that all loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the Work, from the action of the elements or from any act or omission on the part of CM@R, Subcontractor or any person or agent employed by them shall be borne by CM@R.

8.12 NON-RESPONSIBILITY OF GILBERT

Indebtedness incurred for any cause in connection with this Work must be paid by CM@R, and GILBERT is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract.

8.13 PROPERTY RIGHTS IN MATERIAL

Nothing in the Contract shall be construed as vesting in CM@R any right of property in the MATERIAL used after they have been attached or affixed to the Work or the soil and accepted. All such Materials shall become the property of GILBERT upon being so attached or affixed.

8.14 PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CM@R shall properly guard and protect all finished or partially finished Work, and shall be responsible for the same until that phase is completed and accepted by GILBERT. Estimate or partial payment of Work so completed shall not release CM@R from such responsibility, but he shall turn over the entire Work in full in accordance with the Specifications before final payment can be made.

8.15 ADMINISTRATIVE CLAIMS

Prior to the commencement of litigation related to payment, the Work or the Contract Documents, CM@R shall file an Administrative Claim with GILBERT. Such Notice shall be filed within 180 days of the accrual of the cause of action pursuant to A.R.S. Section 12-821.01. Otherwise any claim by CM@R against GILBERT, its officers or employees shall be barred.

**PART IX
GENERAL CONDITIONS**

**COMPLETION OF WORK, LIQUIDATED DAMAGES
AND FINAL ACCEPTANCE**

9.1 FAILURE TO COMPLETE WORK WITHIN TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 9.1.1 It is hereby understood and mutually agreed by and between CM@R and GILBERT, that the date of beginning, rate of progress and the time for completion of the Work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be complete on or before the dates set forth in Section 9.2 of this Contract. CM@R agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of time he specified. It is expressly understood and agreed by, and between, CM@R and GILBERT that the time for completion of the Work shall be in the time as identified in these Contract Documents.
- 9.1.2 For each working day that any part of the Work remains uncompleted after the expiration of the time specified and/or allowed for completion of the Work stipulated in the Contract or ordered after the Contract is signed, the sum per day set forth in Section 9.2 shall be deducted from any monies due CM@R, or if no money is due CM@R, GILBERT shall have the right to recover said sum or sums from CM@R, from the Surety, or both.
- 9.1.3 It shall be understood that the time to complete the Project, beyond the contractual date of completion, is in itself prima facie evidence of actual damages incurred, and the amount of these deductions are to cover the liquidated damages caused by the loss of use, or limited use, of the Project and other additional GILBERT incurred losses, or expenses, due to the failure of CM@R to complete the Work within the time specified.
- 9.1.4 The liquidated damages amounts set within Sections 9.2.1 and 9.2.2 are fixed and agreed upon by and between CM@R and GILBERT because of the impracticability and extreme difficulty of fixing and asserting the actual damages GILBERT would in such event sustain, and said amounts are agreed to be the amount of damages which GILBERT would sustain, and said amounts may be retained from time to time by GILBERT from current periodical estimates. Such liquidated damages shall be GILBERT's sole and exclusive remedy for delays in reaching Substantial Completion.
- 9.1.5 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications where a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed as set forth in Section 4.23 of these Contract Documents for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract.
- 9.1.6 CM@R shall not be assessed with liquidated damages during any delay in the completion of the Work where an extension of time has been granted by GILBERT pursuant to Section 4.23.

9.2 COMPLETION/LIQUIDATED DAMAGES

- 9.2.1 **Substantial Completion:** The date of Substantial Completion of the Work, or designated portion thereof, is the date certified in writing by PM/CM when construction is sufficiently complete, in accordance with the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so that GILBERT may use or occupy the Project, or a designated portion thereof, for the purpose for which it was intended. Certification of a designated portion of the Work by PM/CM as being Substantially Complete and occupancy of that portion thereafter by GILBERT shall neither release, nor otherwise operate to excuse, CM@R from their duty to complete the remainder of the Work within the Contract Time including liability for liquidated damages.
- 9.2.2 **Final Completion:** The Final Completion Date is the date when all items of the Work are completely finished with no items of any scope outstanding or remaining to be completed, and all known defective work has been corrected and a Final Completion Certificate is issued.
- 9.2.3 GILBERT and CM@R recognize that time is of the essence for this Contract and that GILBERT will suffer financial loss if the Work and/or portions of the Work are not performed and completed within the times specified plus any extensions thereof allowed in accordance within the Contract Documents. GILBERT and CM@R also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by GILBERT if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, GILBERT and CM@R agree that as liquidated damages for delay (but not as a penalty) CM@R shall pay GILBERT liquidated damages per MAG Section 108.9 for each working day that expires after the time specified in Section 4 for substantial completion, until the Work is substantially complete. After Substantial Completion, if CM@R shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by GILBERT, CM@R shall pay GILBERT liquidated damages per MAG Section 108.9 for each working day that expires after the time specified in Section 5 for final completion and readiness for final payment.

9.3 SPECIAL DAMAGES

The CM@R shall be responsible for all costs associated with additional time expended by PM/CM due to time extensions granted by GILBERT for the CM@R'S convenience. The costs shall be paid by the CM@R at the rate established in Form CIP4.3.5 – CM@R Construction Services Contract, Paragraph 5.2. These costs shall be paid by the CM@R at no additional cost to GILBERT.

9.4 FINAL CLEAN UP

- 9.4.1 At completion of the Work and prior to final acceptance by GILBERT, a thorough cleaning of the areas affected shall be carried out by CM@R. The following list is not all inclusive, but is intended to provide a basic guideline:

9.4.1.1 **FOR VERTICAL PROJECTS**

- A. Removal of all paint spots, stains, rubbish, debris, tools and equipment from all areas and broom clean. Steam clean all carpets and mop floors.
- B. Cleaning interior and exterior of the buildings, including all windows in any area affected by the Work.
- C. Brush off, broom sweep, dust and clean ledges, stairs, doors, hardware, and any adjoining rooms or areas that were affected by the Work.
- D. Clear grounds and exterior paved areas and walks of all construction debris, dirt and dust and repair any SITE areas damaged during the course of construction.
- E. Prior to final acceptance, CM@R shall conduct an inspection of sight-exposed surfaces, and all Work areas, to verify that the entire Work is clean. In the event CM@R fails to do so, GILBERT, may cause this Work to be done at CM@R'S expense.

9.4.1.2 **FOR HORIZONTAL PROJECTS**

- A. Wash down, brush off, broom sweep, and clean all areas that were affected by the Work.
- B. Clear landscaped areas, paved areas, and walks of all construction debris, dirt and dust and repair any and all damaged which occurred during the course of construction, and post construction activities.

9.5 **RECORD DRAWINGS**

- 9.5.1 CM@R shall provide accurate data and field notes as construction progresses, for preparation of the "Record" drawings by A/E or PM/CM. Such red-lined drawings shall reflect current changes, shall be kept on site and made available for review by PM/CM at the time the CM@R submits the monthly pay application.
- 9.5.2 The CM@R'S monthly progress payments will not be processed until PM/CM has reviewed the Record Drawings and found that they are updated through the payment date.

9.6 **COMPLETION AND INSPECTION**

- 9.6.1 **Substantial Completion Inspection:** When CM@R believes that the Work is substantially complete, he shall request in writing a Substantial Completion Inspection. Within five (5) days of the receipt of such request, PM/CM shall conduct the inspection or inform CM@R that the Work is not ready for the inspection. A Substantial Completion Inspection will be conducted when the CM@R states in writing that the construction phase Work is sufficiently complete in accordance with the Contract Documents that the Work can be utilized for the purposes it was intended without any outstanding concurrent ongoing Work at the site. A punch list will be developed during this inspection documenting incomplete or deficient work

items. If work is deemed to be substantially complete, PM/CM will issue a Certificate of Substantial Completion (Form CIP1.5.1) and attach the punch list. CM@R shall be present at the Substantial Completion Inspection.

- 9.6.2 **Punch list:** After the Substantial Completion Inspection PM/CM shall notify CM@R in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list, known in the industry as a punch list. CM@R shall remedy all items shown on the punch list prior to final acceptance. No one is authorized to amend the Contract Documents by use of the punch list, which is solely for the benefit of CM@R to enable them to determine what items must be corrected before final acceptance will be recommended by PM/CM. GILBERT reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by CM@R of all items on the punch list.
- 9.6.3 **Final Inspection:** When CM@R believes that the punch list items have been addressed, he shall request in writing a Final Inspection. Within five (5) days of the receipt of such request, PM/CM shall make a Final Inspection or inform CM@R that the Work is not ready for Final Inspection. CM@R shall be present at the Final Inspection. The purpose of the Final Inspection is to determine whether the Work has been completed in accordance with the Contract Documents, including all Change Orders and all interpretations and instructions previously issued. If during the Final Inspection it is determined that the CM@R has not completed the punch list items, and a second inspection is required, CM@R shall be charged for the cost of PM/CM, A/E and other design professionals who attend the second inspection.

9.7 FINAL ACCEPTANCE

- 9.7.1 After all Work under the Contract Documents has been completed, as determined by PM/CM, including Work found to be incomplete pursuant to Section 9.5, PM/CM will issue the Certificate of Final Completion (Form CIP1.5.2) and forward to GILBERT'S Representative. GILBERT will make final acceptance promptly after receiving PM/CM's recommendation by signing the Certificate of Final Completion unless GILBERT has reason to believe the Work is not ready for final acceptance.
- 9.7.2 Unless otherwise specified in either Section 9.2 or under Special Conditions, no partial acceptance of any portion of the Work will be made and no acceptance other than the final acceptance to the overall completed Project will be made. No inspection or acceptance pertaining to specific parts of the Work shall be construed as final acceptance of any part until the overall final acceptance is made by GILBERT.

PART X GENERAL CONDITIONS

PAYMENTS TO CM@R

10.1 GENERAL

- 10.1.1 The basis of payment for construction of a Project shall be in full for all Work actually performed in accordance with the Plans and Specifications, and shall include all labor and Materials incorporated in the completed Work.
- 10.1.2 Application for payment shall be made on Town of Gilbert Invoice Form with accompanying A.I.A. Form G-702 and G-703, May 1983 or current edition entitled "Application and Certificate for Payment", (1 copy) utilizing complete provisions provided by the form.
- 10.1.3 In the event of a dispute over any amounts owed, GILBERT shall pay the undisputed amount and proceed in good faith to resolve the dispute. Pending final resolution of the dispute, CM@R shall proceed diligently with performance of the Contract and GILBERT shall continue to make payments in accordance with the Contract Documents to the extent such payments are undisputed by GILBERT.
- 10.1.4 CM@R shall submit a cash flow projection that identifies estimated monthly payments to GILBERT based on the cost loaded schedule.

10.2 PARTIAL PAYMENT

- 10.2.1 Once each month GILBERT will make a partial payment to CM@R on the basis of a duly certified and approved estimate prepared by CM@R and approved by PM/CM for Work completed through the last day of the preceding calendar month. If requested by PM/CM, CM@R shall provide supporting data substantiating its corrections. The estimate will cover the Work performed by CM@R during the preceding calendar month plus the invoice cost of material suitably stored at the site of the Project if CM@R desires payment for material stored. Until final completion and final acceptance, retainage from progress payments to CM@R shall be ten percent (10%) of each payment. After the Contract is fifty percent (50%) complete, however, one-half of the amount retained shall be paid to CM@R and the remaining retention shall be five percent (5%) of each payment provided CM@R is making satisfactory progress on the Project as determined by GILBERT; otherwise, retention shall remain at ten percent (10%). The CM@R will request in writing for a reduction in retention. The partial payment shall be paid on or before fourteen (14)) DAYS after the certified and approved estimate of the work is certified and approved by GILBERT. The estimate of the WORK shall be deemed received by GILBERT on submission to PM/CM.
- 10.2.2 Cost of material properly stored will be based on vendors' invoices that shall be listed by CM@R. A copy of each such invoice shall accompany the first estimate in which payment is requested for MATERIAL covered by the invoice. This list shall be revised and brought up-to-date by CM@R for each estimate. The revised list shall show the total amount of each invoice, the invoice amount that has been incorporated in the Work, and the remaining

invoice amount that is stored for which payment is required that month. Only those Materials that will become an integral part of the final completed Project may be included for partial payment as MATERIAL stored. Partial payments for jobsite delivered material or equipment will in no way reduce CM@R'S responsibility for such MATERIAL or equipment until it has been installed.

10.2.3 Schedule of Values: Not later than 7 days before the first Application for Payment, CM@R shall submit to PM/CM a schedule of values reflecting, as nearly as reasonably possible, the actual values of the various components of the Work. CM@R shall provide separate line items for CM@R'S overhead and profit, supervision, insurance, bonds, allowances, and taxes. CM@R shall prepare the Schedule of Values on a form essentially equal to AIA Document G702/G703. If requested by PM/CM, CM@R shall provide supporting data substantiating its correctness.

10.2.4 No partial payment shall be made until updated red-line drawings are reviewed and approved by PM/CM, through the date for which partial payment is requested, reviewed, and determined to reflect actual Work in place.

10.3 PAYMENT OF ITEMS IN SCHEDULE OF VALUES

10.3.1 Only those items listed in the Schedule of Values are pay items.

10.3.2 Compensation for all work necessary for the completion of the project shall be included by the CM@R in the Schedule of Values for the items shown in the GMP.

10.4 PAYMENT FOR "EXTRA WORK" AND FOR "CHANGES IN THE WORK"

Payment for changes in the Work and for claims for extra Work will be made as stated in Part VI of these General Conditions.

10.5 ASSIGNMENT OF PAYMENTS

10.5.1 Claims for monies due or to become due CM@R may be assigned to a bank, trust CM@R , or other financial institution, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment may be made to one (1) party as agent or trustee for two (2) or more parties participating in such financing.

10.5.2 No assignment by CM@R of any Contract to be entered into hereunder, or of any part thereof, or of funds to be received thereunder by CM@R will be recognized by GILBERT unless such assignment has had prior consent of GILBERT and the surety has been given notice of such assignment in writing and has consented thereto in writing.

10.6 FINAL PAYMENT AND CONTRACT CLOSEOUT

10.6.1 When CM@R determines that the Contract is complete and all items on the punch list have been satisfied, or contends that such items are not required by the Contract Documents,

CM@R shall submit a request for final payment.

- 10.6.2 Simultaneously with CM@R'S request for final payment, CM@R shall submit the following items to PM/CM:
- 10.6.2.1 Red-lined record drawings.
 - 10.6.2.2 Guarantees and Warranties.
 - 10.6.2.3 Three sets of documentation completely covering the operation and maintenance of the mechanical and electrical installation and all other equipment required by the Special Conditions to be furnished with such manuals. The documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into "systems" on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.
 - 10.6.2.4 Affidavit Regarding Settlement of Claims.
 - 10.6.2.5 Other items required by the Special Conditions.
- 10.6.3 Upon receipt of the submittals required in Section 10.6.2, PM/CM shall prepare a written estimate of the sum due to CM@R. This estimate shall take into account the Contract Price, as adjusted by any Change Orders, amounts already paid, and sums to be retained for incomplete Work, liquidated damages, and for any other cause under the Contract Documents. PM/CM shall prepare a statement of final inspection, stating that the work has been given a final inspection, that CM@R has submitted the required documents, setting forth with detail any deviations in the Work as completed from the Contract Documents, and estimating the cost of correction of such deviations. PM/CM'S statement shall be transmitted to GILBERT along with CM@R'S request for final payment. PM/CM shall provide a copy of the statement of final inspection and PM/CM'S estimate of the sum due to CM@R.
- 10.6.4 If CM@R contests the estimate of sums due prepared by PM/CM, within seven (7) days following delivery to CM@R of PM/CM'S estimate of the sum due, CM@R shall file its protest in writing with Town Clerk, setting forth in detail all grounds alleged by them to justify an adjustment to PM/CM'S final estimate. Failure to file a protest within the seven (7) days specified above shall constitute a waiver and acceptance by CM@R of PM/CM'S estimate.
- 10.6.5 Neither acceptance of, nor payment for, the Work or any part thereof, nor any extension of time, nor any possession taken by GILBERT shall operate as a waiver of any of the provisions of the Contract Documents, nor shall a waiver of any breach of the contract be held to be a waiver of any other or subsequent breach. Acceptance by GILBERT shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of the Contract Documents.

- 10.6.6 The making of final payment shall constitute a waiver of Claims by GILBERT except those arising from liens, Claims, security interests or encumbrances arising out of the Contract and unsettled; failure of the Work to comply with the requirements of the Contract Documents; or terms of special warranties required by the Contract Documents.
- 10.6.7 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, Archer Western Construction, LLC (hereinafter "Principal"), and The Travelers Companies Insurance Company, a corporation organized and existing under the laws of the State of Connecticut, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto Town of Gilbert, County of Maricopa, State of Arizona in the amount of four million eight hundred eighty-three thousand seven hundred forty-eight Dollars (\$4,883,748), for the payment of which, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with Town of Gilbert, entitled CMAR – Manhole Rehabilitation Phase 2 - CIP No. WW1248; Contract No. 323000357.

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 agreements 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 the guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereinafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

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.

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of _____, 2023.

Archer Western Construction, LLC _____
PRINCIPAL SEAL

By _____

The Travelers Companies Insurance Company
SURETY SEAL

By _____

Address of Surety:

1 Tower Sq 2MS

Hartford, CT 06183-0001

AGENT OF RECORD

AGENT ADDRESS

* attach Power of Attorney

LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, Archer Western Construction, LLC (hereinafter "Principal"), as Principal and The Travelers Companies Insurance Company, a corporation organized and existing under the laws of the State of Connecticut, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto Town of Gilbert, County of Maricopa, State of Arizona in the amount four million eight hundred eighty-three thousand seven hundred forty-eight Dollars (\$4,883,748), for the payment of which the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with Town of Gilbert, entitled CMAR – Manhole Rehabilitation Phase 2 - CIP No. WW1248; Contract No. 323000357.

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 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

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.

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of _____, 2023.

Archer Western Construction, LLC
PRINCIPAL SEAL

By _____

The Travelers Companies Insurance Company
SURETY SEAL

By _____

Address of Surety:

1 Tower Sq 2MS

Hartford, CT 06183-0001

AGENT OF RECORD

AGENT ADDRESS

* Attach Power of Attorney

NOTICE TO PROCEED

DATE:

TO: Archer Western Construction

Subject: NOTICE TO PROCEED AND RETURN OF EXECUTED CONTRACT

Project Name: Manhole Rehabilitation Phase 2

Project Number: WW1248

Contract Amount: \$4,883,748

Effective Date:

P.O. Number: N/A

Council Approval:

Contract No: 323000357

Liquidated Damages: \$1,070/day

Substantial Completion Date: November 24, 2023

Final Completion Date: January 9, 2024

Item Number:

This letter serves as Archer Western Construction, Notice to Proceed with performance of the above-referenced project contract.

A fully executed and approved copy of the contract and the project's purchase order are enclosed for your files. Also attached is a Notice-to-Proceed CD containing forms required for project completion and a Purchase Order. Please indicate the above-referenced contract number and project number on all correspondence. Failure to do so may cause unnecessary delays.

When submitting payment requests, the following information is needed:

1. Cover Letter transmitting the Pay Application, updated cash flow, updated schedule and a summary of the project status.
2. A completed "Application and Certification for Payment", on approved GILBERT format.
3. A clear, detailed billing invoice, indicating the Contract Number, Project Number and Purchase Order Number referenced above.

If you have any questions please contact Engineering at (623) 293-3164.

Sincerely,

Brielle Atlasman
Senior Project Manager

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by _____,
this ____ day of _____, 2023.

By _____

Title _____

CHANGE ORDER NO. _____
(Construction Manager at Risk)

PROJECT: Manhole Rehabilitation Phase 2
DATE:
OWNER: Town of Gilbert
PROJECT NO: WW1248
CONTRACT NO: 323000357
CM@R: Archer Western Construction, LLC
CONTRACT DATED:
PM/CM: Burgess & Niple, Inc.

CHANGES: The CONTRACT is changed as follows: (Insert brief description)

COST/TIME: Original CONTRACT SUM: \$4,883,748
Previously Authorized CHANGE ORDERS: \$ _____
CONTRACT Price prior to this CHANGE ORDER: \$ _____
CHANGE ORDER # Amount: \$ _____
New Contract Price: \$ _____

CONTRACT TIME will be increased by:
SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

PM/CM: _____
Burgess & Niple (Date)

CM@R: _____
Archer Western Construction, LLC (Date)

GILBERT: _____
Jim Campion, Purchasing Manager (Date)

Not valid until signed by both GILBERT and PM/CM. Signature of CM@R indicates acceptance, including CONTRACT PRICE and CONTRACT TIME.

CM@R agrees that the adjustment of the GMP and Contract Time reflected in this Change Order represents the entire and complete adjustment of the GMP and Contract Time for the changes set forth in this Change Order. The adjustment of the GMP includes all direct costs of labor materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes all adjustments of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes.

**TOWN OF GILBERT, ARIZONA
CM@R'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS**

PROJECT CMAR – Manhole Rehabilitation Phase 2 - CIP No. WW1248
Contract No. 323000357

To Town of Gilbert, Arizona
Engineering Department:

The undersigned hereby certifies that (1) all lawful claims for MATERIALS, rental of equipment and labor used in connection with the construction of the above PROJECT, whether by SUBCONTRACTOR or claimant in person, have been duly discharged; and (2) to the best of undersigned's knowledge, there are not any disputed or unresolved claims of any type for MATERIALS, equipment or labor in connection with this PROJECT.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the CONTRACT, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described PROJECT. The undersigned further agrees to indemnify and save harmless Town of Gilbert against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said GILBERT may suffer arising out of the failure of the undersigned to pay for all labor performance and MATERIALS furnished for the performance of said installation.

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

CM@R
By: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

Notary Public

My Commission Expires:



April 6, 2023

To: Brielle Atlasman – Senior Project Manager
Town of Gilbert – Public Works Department
90 E. Civic Center Drive
Gilbert, AZ 85296

RE: Project Name: WW1248 Manhole Rehabilitation Phase 2

Subject: **Authorized Signatures:**

Attn: Dear Brielle Atlasman,

The following employees of Archer Western Construction are duly authorized to sign binding agreements for and on behalf of Archer Western Construction under the Town of Gilbert project WW1248 - Manhole Rehabilitation Phase 2:

Authorized Signers:

1. Brad Sanders
2. Dan Walsh Jr.
3. Jodi Wallace
4. Jason Kelly
5. Shane Norton

Document No:

- (1, 4-9)
- (2)
- (3)
- (4-9)
- (4-9)

Contract Documents:

1. The Proposal
2. The Contract
3. The Bond
4. Payrolls
5. Claims
6. Change Orders
7. Extension of Time
8. Request for Force Account Work
9. All other JOC specific documents under the General Utility JOC

Respectfully,

Brad Sanders
Business Group Leader
623-326-2811
bsanders@walshgroup.com



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Toby Crooks, Senior Project Manager, 480-503-6990

DATE: May 2 2023 6:30 PM - Regular Meeting

SUBJECT: **CONTRACT –Consider approval of Contract No. 323000361 for CIP ST1770 GMP No. 1 and associated contingency request.**

STRATEGIC INITIATIVE: Exceptional Built Environment

This project supports Gilbert’s strategic initiative for Exceptional Built Environment as it improves operations of the street system to meet the needs of Gilbert’s citizens.

RECOMMENDED MOTION

A motion to approve GMP No. 1 for CIP Project No. ST1770- Guadalupe Road McQueen to Arizona;

- a. FY2023 CIP Contingency, with 2022 General Obligation (GO) Bonds as the designated funding source, in the amount of \$3,257,274
- b. Construction Services Contract GMP No. 1 with Hunter Contracting for Contract No. 323000361 in the not to exceed amount of \$11,665,351.

and authorize the mayor to execute the required documents.

BACKGROUND/DISCUSSION

ST1770 provides for the design and construction of operational improvements of Guadalupe Road between Arizona Avenue and McQueen Road. In addition, to the roadway being reconstructed, the signal at Fiesta Tech will be updated and all sidewalk and ramps will be improved to meet the current Town and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements. Streetlights will be relocated and reconstructed respectively.

The project was advertised, and statements of qualifications received. A committee reviewed the statements of qualifications and several firms were interviewed. At the conclusion of the process, Hunter Contracting Inc., was the highest ranked firm and was recommended to complete the work.

This contract has been reviewed by John Baird, Deputy Town Attorney.

This contract was reviewed by Jim Campion, Purchasing Manger

FINANCIAL IMPACT

ST1770 is identified in the FY2024-FY2033 Capital Improvement Plan and is funded by 2022 GO Bonds. CIP Contingency, with 2022 GO Bonds as the designated funding source, in the amount of \$3,257,274 is requested for FY2023. The contingency request is to advance funds into FY2023 to begin construction and will not increase the overall cost of the project.

Contingency Request

ST1770.ConstMgt.Internal	\$40,000.00	Pending Approval
ST1770.Construct.StreetImp	<u>\$3,217,274.00</u>	Pending Approval
Total Contingency Request:	\$3,257,274.00	

Summary of Contract Activity - 323000361

ST1770.Construct.StreetImp	\$11,665,351.00	Pending Approval
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The financial impact was reviewed by Christopher Scott, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff has reviewed the fees associated with this work and finds that they meet Gilbert's expectations for the services and recommends approval.

Respectfully submitted,

Toby Crooks
Senior Project Manager

Approved By

Approval Date

Susanna Struble

4/12/2023 8:15:34 AM

Jessica Marlow

4/13/2023 7:02:42 AM

John Baird

4/13/2023 4:53:28 PM

Christopher Scott

4/19/2023 2:05:37 PM

**CONSTRUCTION SERVICES CONTRACT
FOR CONSTRUCTION MANAGER AT RISK (CM@R) PROJECT**

Project: **Guadalupe Road – Arizona Avenue to McQueen Road**
CIP No.: **ST1770**
Contract No.: 323000361
Date: **May 2, 2023**

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**CONSTRUCTION SERVICES CONTRACT
FOR CONSTRUCTION MANAGER AT RISK (CM@R) PROJECT**

THIS CONTRACT is made this _____ day of _____, 20__, by and between the Town of Gilbert, a municipal corporation (“GILBERT”) and **Hunter Contracting Co.** (“CM@R”).

GILBERT and CM@R, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 CM@R - FIDUCIARY DUTY

- 1.1 This is a contract for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@R has participated in the design process, but not as a designer, and been an active member of the Project Team and is fully aware of the issues and constraints involved in this construction project.
- 1.2 CM@R is GILBERT’s fiduciary responsible for undertaking all necessary action contemplated under the contract documents to construct the Project and ensure timely and quality completion of the project at a cost within the Guaranteed Maximum Price (GMP).
- 1.3 This project is an “open book” project. GILBERT is entitled to attend any and all meetings, and GILBERT shall have access to any and all records of CM@R or maintained by CM@R relating to the Project.

2.0 CONSTRUCTION SERVICES

- 2.1 The definitions set forth in the Construction Manager at Risk Pre-Construction Services Contract dated 06/28/2022 shall apply in addition to definitions set forth in the General Conditions and Supplementary Conditions for construction services.
- 2.2 CM@R shall complete all work as specified or indicated in the Contract Documents. The work is known as and is hereinafter referred to as the Guadalupe Road. Project and is generally described as follows: Complete construction of Guadalupe Road from Arizona Avenue to McQueen Road in accordance with the Contract Documents. The full scope of work is described in detail in the Contract Documents.
- 2.3 CM@R shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

3.0 TOWN OF GILBERT PROJECT MANAGER

GILBERT has appointed a Project Manager/Construction Manager (PM/CM) to manage this Project and to represent GILBERT on the Project site. GILBERT’s PM/CM will assume all

duties and responsibilities and will have all rights and authority assigned to GILBERT PM/CM in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

GILBERT'S PM/CM for this Project is Wood Patel and Associates.

4.0 CONTRACT TIME

- 4.1 CM@R shall submit to GILBERT, on or before the effective date of this Contract, a Critical Path Method (CPM) Construction Progress Schedule in Primavera compatible format, resource and cost loaded, indicating the times for starting and completing the various stages and Construction Phases of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted to accurately reflect plans for completion of the work, but no less frequently than monthly.
- 4.2 Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Completion and readiness for final payments as stated in the Contract Documents, are of the essence of the Contract.
- 4.3 The Work shall be substantially complete within 235 working days after the date when the Contract Times commence to run as provided in the Notice to Proceed, and all Work shall be finally completed and ready for final payment in accordance with the Notice to Proceed within 235 working days after the date when the Contract Times commences to run. The Work may be divided into separate Construction Phases and the Contract Time for a Construction Phase will be set forth in the Construction Phase Notice to Proceed.
- 4.4 Failure of CM@R to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Contract entitling GILBERT to terminate the Contract unless CM@R applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.
- 4.5 Failure of GILBERT to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CM@R's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.
- 4.6 GILBERT's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CM@R to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling GILBERT to all the remedies set forth herein or provided by law.

5.0 LIQUIDATED AND SPECIAL DAMAGES

- 5.1 It is hereby agreed that the amounts per day set forth herein in paragraph 5.1.1 are reasonable estimates of such liquidated damages and that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by GILBERT, and CM@R agrees to pay such liquidated damages as herein provided.
- 5.1.1 GILBERT and CM@R recognize that time is of the essence for this Contract and that GILBERT will suffer financial loss, in addition to and apart from the costs described in Paragraph 5.2, if the Work and/or portions of the Work are not performed and completed within the times specified in Section 4, plus any extensions thereof allowed in accordance within the Contract Documents. GILBERT and CM@R also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by GILBERT if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, GILBERT and CM@R agree that liquidated damages shall be per or liquidated damages per MAG Section 108.9 for each working day that expires after the time specified in Section 4 for substantial completion, until the Work is substantially complete. After Substantial Completion, if CM@R shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by GILBERT, CM@R shall pay GILBERT or liquidated damages per MAG Section 108.9 for each working day that expires after the time specified in Section 5 for final completion and readiness for final payment.
- 5.2 Special Damages: In addition to the amounts provided for liquidated damages, CM@R shall pay GILBERT the actual costs reasonably incurred by GILBERT for GILBERT's PM/CM, the Project Engineer and for engineering and inspection forces employed on the Work for each working day that expires after the time specified in Section 3 for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is \$125.00 per hour. The rate for the work by the Project Engineer for this Contract is \$ 150.00 per hour. The rate for work by GILBERT's PM/CM is \$ 170.00 per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours.
- 5.3 GILBERT may withhold and deduct from any payment due to CM@R the amount of liquidated damages, special damages, and other costs, such as CM@R's failed testing costs or damages to other GILBERT property, from any moneys due CM@R under the Contract.

6.0 CONTRACT PRICE

GILBERT shall pay CM@R for completion of the Work in accordance with the Contract Documents, an amount in current funds not to exceed the sum of Eleven million, six hundred sixty five thousand three hundred and fifty one dollars and no cents (\$11,665,351) as more specifically set forth in Exhibit B – Guaranteed Maximum Price (GMP) Proposal of the CM@R Pre-construction Services Contract (including Cost Model Form CIP4.4) and incorporated herein by reference.

7.0 CM@R REPRESENTATIONS

As part of the inducement for GILBERT to enter into this Contract, CM@R makes the following representations:

- 7.1 CM@R was a member of the Project Team for this Project and participated in and provided recommendations concerning the Contract Documents and Project Design.
- 7.2 CM@R has examined and carefully studied the Contract Documents (including any Addenda) and other related data, including “technical data” and all federal, state and local laws, ordinances, standards, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.3 CM@R has obtained and carefully studied (or assumes responsibility for having done so) the reports of investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) and the drawings of physical conditions in or relating to existing surface or subsurface structures, at or contiguous to the site or otherwise which may affect costs, progress, performance or furnishing all the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CM@R and safety precautions and programs incident thereto. CM@R acknowledges that such reports and drawings are not Contract Documents and may not be complete for CM@R’s purposes. CM@R acknowledges that GILBERT and GILBERT’s PM/CM do not assume responsibility for the accuracy or completeness of information and data shown or indicated therein within respect to Underground Facilities at or contiguous to the site. CM@R acknowledges full responsibility for locating and resolving any conflicts with any Underground Facilities.
- 7.4 CM@R has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.5 CM@R has made or caused to be made examinations, investigations, tests, studies and related data as he deems necessary, and CM@R does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.6 CM@R has correlated the information known to CM@R, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, reports, and data, with the terms and conditions of the Contract Documents.
- 7.7 CM@R has given GILBERT’s PM/CM written notice of all conflicts, errors, or discrepancies that CM@R has discovered in the Contract Documents, and the written resolution thereof by GILBERT is acceptable to CM@R, and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. CM@R assumes full responsibility and liability for any conflicts, errors or discrepancies in the Contract Documents, including, but not limited to, the specifications, design and engineering for the project, for which written notice has not been provided and which a

reasonable CM@R, participating in the design process as the Construction Manager at Risk would have discovered.

8.0 CONTRACT DOCUMENTS

The following documents are pertinent to the Project. (Place N/A in the blanks which are not applicable to this Contract):

- 8.1 The Contract (pages N/A to N/A, inclusive)
- 8.2 Addenda consisting of Numbers N/A to N/A inclusive.
- 8.3 The project Specifications dated November 2022 entitled Town of Gilbert Project ST1770 Guadalupe Road – Arizona Avenue to McQueen Road 100% Special Conditions Project.
- 8.4 The project Drawings comprised of a set entitled Gilbert Improvement Plans for Guadalupe Road, Arizona Avenue to McQueen Road Reconstruction and Improvements Preliminary 100% not for construction and dated 11/16/2022.
- 8.5 Performance Bond (page H-1 to H-2 GC) and Payment Bond (page I-1 to I-2).
- 8.6 The approved CPM Construction Schedule dated 01/28/2023.
- 8.7 The project General Conditions (pages 1 to 40, inclusive).
- 8.8 The project Supplementary Conditions (pages N/A to N/A, inclusive.)
- 8.9 Notice to Proceed dated N/A.
- 8.10 CM@R's Guaranteed Maximum Price (GMP) dated GMP#-1 Rev – 1 February 1, 2023 (pages 1 to 169) inclusive.
- 8.11 CM@R's List of Subcontractors (pages N/A to N/A) inclusive.
- 8.12 CM@R's Schedule of Manufacturers and Suppliers of Major Equipment and Material Items (page N/A).
- 8.13 The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:
 - A. Written Attachments
 - B. Work Change Directives
 - C. Change Order(s)
 - D. Construction Phase Authorization(s)

9.0 MISCELLANEOUS

- 9.1 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.
- 9.2 GILBERT and CM@R each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in these Contract Documents.
- 9.3 Immigration Law Compliance Warranty:
- 9.3.1 As required by A.R.S. § 41-4401, CM@R hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CM@R further warrants that after hiring an employee, CM@R verifies the employment eligibility of the employee through the E-Verify program.
- 9.3.2 If CM@R uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.
- 9.3.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. CM@R is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. CM@R shall not be deemed in material breach of this Contract if the CM@R and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).
- 9.3.4 Gilbert retains the legal right to inspect the papers of any CM@R or subcontractor employee who works on the Contract to ensure that the CM@R or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.
- 9.3.5 If state law is amended, the parties may modify this paragraph consistent with state law.
- 9.4 Equal Treatment of Workers: CM@R shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Work. CM@R shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). CM@R shall protect and indemnify GILBERT and its representatives against any claim or liability arising from or based on the violation of such, whether by CM@R or its employees.

9.5 Israel. CM@R certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

TOWN OF GILBERT

By: _____
Brigette Peterson, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

CONSTRUCTION MANAGER AT RISK



By: Charles English
Title: President

TOWN OF GILBERT

**CONSTRUCTION GENERAL CONDITIONS FOR
CONSTRUCTION MANAGER AT RISK (CM@R)**

For

Project Name: Guadalupe Road – Arizona Avenue to McQueen Road

CIP No: ST1770

Contract No: 323000361

Date: May 2, 2023

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PART I GENERAL CONDITIONS

PROJECT MANAGER/CONSTRUCTION MANAGER, ARCHITECT/ENGINEER

- 1.1 This Project will be coordinated by a Project Manager/Construction Manager (PM/CM), who will report the progress of the Work and compliance with the Contract Documents to GILBERT'S Representative. Generally, PM/CM will (1) oversee the progress of the Work, (2) receive submittals, requests for information and other information from CM@R, (3) transmit submittals and other information as appropriate to Architect/Engineer (A/E), (4) make recommendations to GILBERT regarding Change Orders and request for extensions of time, (5) make recommendations to GILBERT regarding requests for payment, (6) maintain Project records, (7) determine Substantial and Final Completion of the Project, and (8) accomplish other tasks related to the coordination of the Work.
- 1.2 Generally, A/E will review and approve shop drawings, make interpretations of the Contract Documents and make determinations regarding substitution of Methods and Materials. Other duties are set forth in the Contract Documents. Drawings and Specifications and copies thereof furnished by A/E are and shall remain the property of GILBERT. They are to be used only with respect to this Project and are not to be used on any other Project.
- 1.3 PM/CM will be retained by GILBERT during the construction and until final payment to the CM@R is made. PM/CM will report to, advise and consult with GILBERT'S Representative. All instructions to CM@R shall be forwarded through PM/CM. PM/CM will have the authority to act on behalf of GILBERT only to the extent provided in the Contract Documents. CM@R shall not be relieved from CM@R's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of PM/CM in its administration of the Contract, or by inspections, tests or approvals required. In the case of termination of the Contract of PM/CM, GILBERT shall appoint a PM/CM against whom CM@R makes no reasonable objection and whose status under the Contract Documents shall be that of the former PM/CM.

PART II GENERAL CONDITIONS

DEFINITIONS

- 2.1** The definitions set forth in the Pre-Construction Services Contract shall apply to these General Conditions.

PART III GENERAL CONDITIONS

INSURANCE AND BONDS, INDEMNIFICATION, NOTICE TO PROCEED

3.1 CM@R'S INSURANCE

- 3.1.1 General: CM@R agrees to comply with all GILBERT ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of CM@R, CM@R shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A or above with policies and forms satisfactory to GILBERT. Failure to maintain insurance as specified may result in termination of this Contract at GILBERT'S option.
- 3.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, GILBERT does not represent that coverage and limits will be adequate to protect CM@R. GILBERT reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in the Contract Documents or failure to identify any insurance deficiency shall not relieve CM@R from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the Contract.
- 3.1.3 Additional Insured: All insurance coverage and self insured retention or deductible portions, except Workers Compensation Insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Contract, GILBERT, GILBERT'S Representative, PM/CM, A/E, their agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of these Contract Documents.
- 3.1.4 Coverage Term: All insurance required herein shall be maintained in full force and effect until final acceptance of the Work or services required to be performed.
- 3.1.5 Primary Insurance: CM@R'S insurance shall be primary insurance as respects performance of subject Contract and in the protection of GILBERT as an Additional Insured.
- 3.1.6 Occurrence Basis: All insurance coverage shall be on an occurrence basis and not a claims made basis.
- 3.1.7 Waiver: All policies, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against GILBERT, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Work. CM@R shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 3.1.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contains deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the

policy limits provided to GILBERT. CM@R shall be solely responsible for any such deductible or self insured retention amount. GILBERT, at its option, may require CM@R to secure payment or such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

- 3.1.9 Use of Subcontractors: If any Work under the Contract Documents is subcontracted in any way, CM@R shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting GILBERT and CM@R. CM@R shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 3.1.10 Evidence of Insurance: Prior to commencing any Work under the Contract Documents, CM@R shall furnish GILBERT with Certificate(s) of Insurance, or formal endorsements as required by the Contract Documents, issued by CM@R’S insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage specified in the Contract Documents and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as evidence of coverage, GILBERT shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. Such certificates shall identify the Project. If any of the above cited policies expire during the life of the Contract, it shall be CM@R’S responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
- 3.1.10.1 GILBERT, PM/CM, A/E, their agents, representatives, officers, directors, officials and employees are Additional as follows:
 - A. Commercial General Liability – Under ISO Form CG 20 10 04 13 and CG 20 37 04 13 or equivalent.
 - B. Auto Liability – Under ISO Form CA 20 48 10 13 or equivalent.
 - C. Excess Liability – Follow Form to underlying insurance as required.
 - 3.1.10.2 CM@R’S insurance shall be primary insurance as respects performance of Contract.
 - 3.1.10.3 Certificate shall state that should any of the required policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - 3.1.10.5 Project descriptive information including:
 - A. Project Name: Guadalupe Road – Arizona Avenue to McQueen Road
 - B. Project Number: ST1770
 - C. Contract Number:

3.1.11 **REQUIRED COVERAGE**

- 3.1.11.1 Commercial General Liability: CM@R shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$5,000,000 for each occurrence, \$5,000,000 Products and Completed Operations Annual Aggregate, and a \$5,000,000 General Aggregate Limit on a per project basis endorsed by means of ISO Endorsement CC-2503 1185 or equivalent. Commercial General Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Contract. The policy shall cover liability arising from premises, operations, independent CM@R’s, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Offices, Inc. policy form CG 20 10 04 13 and CG 20 37 0413 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, GILBERT, PM/CM, A/E, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form 10 04 13 and CG 20 37 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in GILBERT, but only with respect to liability arising out of “your work” for that insured by or for you.” CM@R, its successors and or assigns, is required to maintain Commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject Work. CM@R shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three year period containing all of the insurance requirements set forth herein including naming GILBERT, PM/CM, A/E, their agents, representatives, officers, directors, officials and employees as Additional Insured as required. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- 3.1.11.2 Vehicle Liability: CM@R shall maintain Business Automobile Liability insurance with a limit of \$3,000,000 each occurrence on CM@R’S owned, hired, and non-owned vehicles assigned to or used in the performance of the Work. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of the Work, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, GILBERT, PM/CM, A/E, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Officers, Inc. Business Auto policy Designated Insured Endorsement form CA 20 48 10 13 or equivalent. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

- 3.1.11.3 Worker's Compensation Insurance: CM@R shall maintain Worker Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of CM@R'S employees engaged in the performance of the Work and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- 3.1.11.4 Builder's "All Risk": CM@R shall maintain Builder's "All Risk" Insurance in an amount not less than one hundred percent (100%) of the Contract price. Such policy shall include coverage for fire, lightening, vandalism, malicious mischief, riot, civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail, earthquake, landslide, flood and collapse or loss due to the results of faulty workmanship during the Contract Time and until Final Acceptance of the Work by GILBERT. On pipeline and similar Projects where fire hazard is negligible or nonexistent, GILBERT may waive the requirement for fire insurance and/or accept an installation waiver.
- 3.1.11.5 Railroad Protection Liability: If the Work involves a railroad right-of-way (as described in the Special Conditions) Railroad Protective Liability Insurance coverage is required in the amounts set forth in the Special Conditions.

3.2 REQUIREMENT OF CONTRACT BONDS

- 3.2.1 Concurrently with the execution of the Contract, CM@R shall furnish GILBERT the following bonds, which shall become binding upon the Award of the Contract to CM@R:
 - 3.2.1.1 A Performance Bond in an amount equal to the full Contract Price conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and Conditions thereof. Such bond shall be solely for the protection of GILBERT. The Performance Bond shall remain in force the greater of (a) two years after Final Completion of the Work, or (b) until the expiration of all warranties and guarantees as required by the Contract.
 - 3.2.1.2 A Payment BOND in an amount equal to the full Contract Price solely for the protection of the claimants supplying labor or Materials to CM@R or his Subcontractors in the prosecution of the Work provided for in such Contract. The Payment Bond shall remain in effect for at least one year after Final Completion of the Work.
 - 3.2.1.3 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court.
 - 3.2.1.4 Each such bond shall 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 Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The

bonds shall be made payable and acceptable to GILBERT. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

3.3 INDEMNIFICATION

- 3.3.1 To the fullest extent permitted by law, CM@R, its successors and assigns shall indemnify and hold harmless GILBERT, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of CM@R or other persons employed or used by the CM@R in the performance of this Agreement. CM@R's duty to indemnify and hold harmless GILBERT, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by CM@R's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by CM@R or used by CM@R in the performance of this Agreement
- 3.3.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

3.4 SAFETY WARRANTY

- 3.4.1 GILBERT shall not be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of the construction, methods of construction employed by the CM@R, subcontractors, suppliers or other entities or their partners, officers, agents, employees, or occupancy by any person.

- 3.4.2 CM@R shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code. CM@R shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as PM/CM may determine, reasonably necessary to protect the life and the health of employees on the job, the safety of the public and to protect property in connection with the performance of the Work. Precaution shall be exercised by CM@R at all times for the protection of persons (including employees and GILBERT representatives) and property. CM@R shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated thereunder.
- 3.4.3 CM@R warrants that CM@R is aware of and understands the hazards presented to persons, property and the environment relating to and arising out of the Work. In the event CM@R or any of CM@R'S Subcontractors are working or operating in an unsafe manner, CM@R shall immediately take full and appropriate steps to assure the safety of those working in the job site. CM@R acknowledges GILBERT'S right under this Contract to stop work if GILBERT determines the Work is not proceeding in a safe manner and may result in injury to persons or property. GILBERT, PM/CM and A/E shall not be liable for the costs incurred by CM@R if the Work is stopped for safety reasons. PM/CM, with GILBERT approval, shall issue a stop work order until the violation ceases. PM/CM shall immediately notify CM@R in writing of the reasons Work was stopped.

3.5 NOTICE TO PROCEED

CM@R or Subcontractors shall not start Work on any part of the Project until Notice to Proceed has been issued by GILBERT. The Notice to Proceed will be sent to CM@R by certified mail or delivered to him in person. The date for the official start of the Contract will be set forth in the Notice to Proceed. The Notice to Proceed shall not be issued until the Contract has been executed and all insurance, bonds and other required documents have been submitted to GILBERT.

PART IV GENERAL CONDITIONS

COMMENCEMENT, PROSECUTION AND PROGRESS

4.1 COMMENCEMENT

4.1.1 Within ten (10) working days after the Notice Of Award, a pre-construction conference will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Section 5.1, procedures for handling submittals, processing Applications for Payment, and maintaining required records.

4.1.1.1 The conference shall be attended by: CM@R and his superintendent, Principal Subcontractors, Representatives of principal suppliers and manufacturers as appropriate, PM/CM, A/E, Representatives of GILBERT, Others as requested by CM@R, PM/CM, GILBERT, or A/E.

4.1.1.2 The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include but not be limited to:

- a. Discussion of Construction Management Plan (Developed during Preconstruction Phase services)
- b. Discussion of Quality Control Plan
- c. Discussion of CM@R's Initial Construction Schedule (See Section 5.1)
- d. Transmittal, review, and distribution of CM@R's submittals
- e. Processing applications for payment
- f. Maintaining record documents
- g. Critical work sequencing
- h. A/E's Instruction Bulletins and Change Orders
- i. Use of premises, office and storage areas, security, housekeeping and GILBERT'S needs
- j. Major equipment deliveries and priorities
- k. CM@R's Safety Program

4.1.1.3 PM/CM will preside at the conference and will develop the agenda and arrange for keeping the minutes and distributing the minutes to all persons in attendance.

4.1.2 CM@R shall commence Work on or before the tenth (10th) working day after the date set forth in the Notice to Proceed, and shall complete all Work under the Contract within the Contract Time. The Notice to Proceed will be issued no later than thirty (30) calendar days after the Notice of Award unless otherwise agreed upon in writing, or as may be specified in the Special Conditions.

4.2 **SUBCONTRACTORS**

- 4.2.1 Subcontracts shall be in accordance with, and CM@R shall be bound by, the following provisions:
- 4.2.1.1 All subcontracts shall be subject to review and acceptance by GILBERT.
 - 4.2.1.2 All subcontracts shall be in writing and shall provide that all Work to be performed thereunder shall be performed in accordance with the terms of the Contract.
 - 4.2.1.3 All Subcontractors whose total Project value exceeds \$50,000.00 shall provide Payment and Performance Bonds that meet the same requirements as bonds required for CM@R.
 - 4.2.1.4 True copies of any and all subcontracts shall be furnished to GILBERT.
 - 4.2.1.5 The subcontracting of any part of the Work will in no way relieve CM@R of his responsibility or liability or obligation under the Contract.
 - 4.2.1.6 All subcontracts and purchase orders for equipment shall state guaranteed delivery dates, at such times as determined by CM@R that will allow CM@R to complete the Project within the Contract Time.
- 4.2.2 If GILBERT or PM/CM has reasonable objection to any proposed Subcontractor, CM@R shall submit a substitute to whom GILBERT and PM/CM have no reasonable objection, and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.
- 4.2.3 CM@R shall make no substitution for any Subcontractor, person or entity previously selected if GILBERT or PM/CM make reasonable objection to such substitution.

4.3 **CM@R'S REPRESENTATIVE AND EMERGENCIES**

- 4.3.1 CM@R shall at all times be present at the Work, in person or represented by a competent superintendent who shall supervise and direct the Work and shall be authorized by CM@R to receive and fulfill instructions from PM/CM.
- 4.3.2 CM@R shall supervise and direct the Work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CM@R shall employ and maintain on the SITE a qualified supervisor or superintendent who shall be designated in writing by CM@R as CM@R'S representative at the site. The supervisor or superintendent shall have full authority to act on behalf of CM@R and all communications given to the supervisor shall be as binding as if given to CM@R. The supervisor or superintendent shall

be present on the SITE at all times as required to perform adequate supervision and coordination of the Work.

- 4.3.3 Emergencies that may arise during the progress of the Work may require special effort or require extra shifts of men to continue the Work beyond normal working hours. CM@R shall be prepared in case of such emergencies from whatever cause, to do all necessary Work promptly.

4.4 CONTRACT DOCUMENTS

- 4.4.1 CM@R shall keep at the Site a copy of the Contract Documents and shall give PM/CM access thereto at all times.
- 4.4.2 The documents that make up the Contract Documents are intended to be complete and complementary, and to prescribe a complete Work which CM@R shall perform in a manner acceptable to PM/CM and in full compliance with the terms of the Contract. CM@R shall provide GILBERT with a complete and operable Work, even though the Plans and Specifications may not specifically call out all items or items of work required of CM@R to complete his task. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract Documents, CM@R shall immediately notify PM/CM, who shall immediately notify A/E. A/E will make the necessary corrections for furnishing of detailed instructions. In case of discrepancies, the more stringent requirement shall govern.
- 4.4.3 Any drawings or Plans listed anywhere in the Contract Documents or Addenda thereto shall be regarded as a part thereof and of the Contract. Anything mentioned in the Specifications and not indicated on the Plans or not mentioned in these Specifications and indicated on the Plans shall be of the same force and effect as if indicated or mentioned in both.
- 4.4.4 CM@R shall perform the Work in accordance with the lines, grades, cross sections, and dimensions indicated on the Plans and detailed drawings.
- 4.4.5 Unless otherwise specified, CM@R shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all Work involved in executing the Contract in a satisfactory and workmanlike manner within the Contract Time.
- 4.4.6 Anything in the Contract Documents notwithstanding, CM@R accepts the responsibility of constructing a watertight, weather-tight, and totally functional Project.

4.5 ERRORS AND OMISSIONS

The Plans are presumed to be correct, but CM@R shall be required to check carefully all dimensions before beginning the Work. If any errors or omissions are discovered, PM/CM shall be so notified in writing. PM/CM shall immediately notify A/E who will then make

such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications and shall issue appropriate A/E's Instruction Bulletins. Any such adjustments made by CM@R without prior review and acceptance shall be at his own risk. The settlement of any complication or disputed expenses arising from such adjustment shall be made by CM@R at his own expense.

4.6 QUALIFICATIONS FOR EMPLOYMENT

4.6.1 No person under the age of sixteen (16) years for normal occupations, no person under the age of eighteen (18) years in hazardous occupations and no person currently serving a sentence in a penal or correctional institution shall be employed to perform any Work under this Contract.

4.6.2 Immigration Law Compliance Warranty:

4.6.2.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

4.6.2.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

4.6.2.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

4.6.2.4 Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

4.6.2.5 If state law is amended, the parties may modify this paragraph consistent with state law.

4.6.3 Equal Treatment of Workers: CM@R shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the

WORK. CM@R shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). CM@R shall protect and indemnify GILBERT and its representatives against any claim or liability arising from or based on the violation of such, whether by CM@R or its employees.

4.6.4 Israel. CM@R certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

4.7 CHARACTER OF WORKERS

4.7.1 CM@R shall have in place and enforce a drug-free workplace policy which complies with the requirements of the Drug-Free Workplace Act.

4.7.2 CM@R shall at all times employ sufficient labor and equipment for prosecuting the several classes of Work to full completion in the manner and time required by the Contract Documents.

4.7.3 All workmen shall be competent and have sufficient skill, knowledge and experience in their class of work and in the operation of equipment required to perform all Work properly and satisfactorily.

4.7.4 CM@R shall at all times enforce strict discipline and good order among its workmen and shall not permit the use of alcohol or controlled substances (without a medical authorization) at the site.

4.7.5 Any person employed by CM@R or any Subcontractor who, in the opinion of PM/CM does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of PM/CM be removed from the Work by CM@R or Subcontractor employing such persons, and shall not be employed again in any portion of the Work without the approval of PM/CM. CM@R or Subcontractor shall hold GILBERT harmless from damages or claims for compensation that may occur in the enforcement of this section.

4.7.6 Should CM@R or Subcontractor fail to remove such person as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, GILBERT may suspend the Work by written notice until such orders are complied with.

4.8 MAINTENANCE OF TRAFFIC

4.8.1 CM@R’S operations shall be in accordance with the Manual on Uniform Traffic Control Devices, Latest Edition. These operations shall cause no unnecessary inconvenience to the public and public access rights shall be considered at all times. Unless otherwise authorized in the Specifications or on a temporary basis by PM/CM, traffic shall be permitted to pass through the Work area. CM@R shall coordinate with the various agencies to include

governmental, commercial and public, so that adequate services are maintained.

- 4.8.2 CM@R shall become familiar with and follow GILBERT'S procedures when submitting traffic control plans for approval.
- 4.8.3 Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, motels, hospitals, fire stations, police stations, residential properties and establishments of a similar nature.
- 4.8.4 Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and pedestrian traffic. When rough grading is completed, the roadbed shall be brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. CM@R shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and non-working periods which, in the opinion of PM/CM, are required.
- 4.8.5 CM@R shall provide an asphalt paved surface for any temporary bypass that is in place longer than ten (10) CALENDAR days.
- 4.8.6 In the event of abnormal weather conditions, such as windstorms and rainstorms, CM@R shall immediately inspect his Work area and take all necessary actions to ensure that public access and safety are maintained.
- 4.8.7 CM@R shall provide PM/CM with the emergency phone number of his representative.
- 4.8.8 CM@R representative shall be available for contact twenty-four (24) hours per day, seven (7) days per week.

4.9 CLEANUP AND DUST CONTROL

- 4.9.1 Throughout all phases of construction, including suspension of Work, and until final acceptance of the Project, CM@R shall keep the Work area clean and free from rubbish, excess material and debris generated by construction activities.
- 4.9.2 CM@R shall take whatever steps, procedures or means required to prevent any dust nuisance due to his construction operations. The dust control measures shall be maintained at all times to the satisfaction of PM/CM and in accordance with the requirements of the Maricopa County Bureau of Air Control Rules and Regulations.
- 4.9.3 Failure of CM@R to comply with PM/CM's written cleanup orders may result in an order to suspend Work until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension and PM/CM has the authority to take such other measures as may be necessary to remedy the situation.

4.10 SANITATION

- 4.10.1 CM@R shall provide suitable and adequate sanitary conveniences for the use of all persons employed on the Project. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Project, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.
- 4.10.2 CM@R shall cooperate with and follow directions of the Arizona Department of Public Health Services and the Maricopa County Health Department with respect to sanitation facilities. State and County Public Health Service representatives shall have access to the Work wherever it is in preparation or progress, and CM@R shall provide proper facilities for such access and inspection.

4.11 WATER

- 4.11.1 CM@R and each Subcontractor shall supply adequate pure cool drinking water with individual drinking cups for the use of employees on this construction. The quality of drinking water shall meet all applicable federal, state and local standards for drinking water.
- 4.11.2 It shall be the responsibility of CM@R to provide and maintain, at his own expense, an adequate supply of water for his use for construction and to install and maintain necessary supply connections and piping for same. Before final acceptance of the completed Project, all temporary connections and piping installed by CM@R shall be removed.
- 4.11.3 CM@R shall apply for a fire hydrant meter and pay for all construction water used at the current rates charged by GILBERT, if CM@R desires to obtain water from the distribution system at any point. If a fire hydrant is taken out of service by the CM@R, the CM@R shall notify GILBERT'S Water Services Department and mark the hydrant as being 'Out of Service' as required by GILBERT. Verify with GILBERT'S Water Services Department for special requirements on the use of fire hydrant water.

4.12 CONSTRUCTION STAKING

- 4.12.1 Construction staking will be made by CM@R in accordance with the technical requirements of Section 105.8 of the MAG Specifications unless otherwise provided in the Special Conditions. CM@R shall provide and pay for all facility layout staking, including elevations and all other Project staking.
- 4.12.2 Replacement of construction stakes that have been knocked out due to CM@R'S Work or lack of Work, weather conditions, traffic, vandalism or utility CM@R'S will be done at CM@R'S expense.

4.13 BLUE STAKE

CM@R is required to notify Blue Stake (263-1100) prior to the excavation of any material in accordance with A.R.S. § 40-360.22. CM@R shall directly contact GILBERT for marking of electrical for traffic signals, sprinkler and irrigation facilities.

4.14 UTILITIES SHOWN ON THE PLANS

- 4.14.1 Regardless of what utilities are shown on the Plans, it shall be CM@R'S responsibility to verify these locations and any additional lines which may exist through consulting with GILBERT, utility companies and/or "Blue Stake."
- 4.14.2 Existing utilities are indicated on Project Plans in accordance with the best information available. CM@R shall notify all owners of utilities when his Work is in progress. If a utility is damaged, the CM@R shall make such arrangements as are necessary to make emergency repairs, in a manner satisfactory to GILBERT.
- 4.14.3 If a utility is shown on the Project Plans and cannot be located by the CM@R, any Work in conflict with the utility shall be delayed until the location of the utility is confirmed by GILBERT. Costs associated with such delay will be borne by the CM@R.
- 4.14.4 No extra compensation will be made for the repair of any individual or house service utility or utility lines damaged by CM@R'S labor forces or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such existing utilities.
- 4.14.5 CM@R shall expose all sanitary and storm sewers, water, gas, electric, telephone utility lines, and other underground structures that might interfere with the Work, in order to permit survey location prior to construction.
- 4.14.6 CM@R shall assume full responsibility for damages to any underground facility/utility properly shown on the Plans or properly located by the Utility Owner, as a result of failing to obtain information as to its location, failing to excavate in a careful and prudent manner (as defined in MAG Spec's), or failing to take measures for protection of the facilities/utilities. The CM@R is liable to the Owner of the Underground Facility/Utility for the total cost of the repair.

4.15 UTILITIES NOT SHOWN ON THE PLANS

- 4.15.1 If utility lines are encountered which are not shown on the Plans, and not located, or incorrectly located by the Utility Owner, other than individual or house service utility lines, and these lines are damaged or work is required to clear same, then MAG Spec Section 109.8 and A.R.S. § 40-360 shall apply.
- 4.15.2 The work necessary for the raising, lowering, or relocating of any such utility shall be at the Utility Owner's expense. The necessary Work may be done by the Utility Owner or by CM@R, or as a collaborative effort, at the option of the Utility Owner. All Work shall be in accordance with the standards of GILBERT and the Utility Owner.

4.15.3 In most cases, individual or house service utility lines are not shown on the Plans. It shall be CM@R'S responsibility to locate and protect these individual or house services. If, due to CM@R'S operations, any of these lines are damaged, he shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to GILBERT. In addition, the cost of location, protection, and working around these individual or house service utility lines shall be included in CM@R'S cost for the Work under this Contract.

4.16 DRIVEWAYS AND WALKS

4.16.1 Inconvenience caused by digging across driveways and sidewalks shall be kept to a minimum by restoring the serviceability of the drive or sidewalk as soon as possible. Before blocking driveways, CM@R shall notify the property owner. CM@R shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to CM@R'S Work. If it is necessary to leave an excavation open across driveways or sidewalks, CM@R shall provide temporary relief in the form of steel plates over the excavation.

4.16.2 Temporary paving replacement in front of business establishments shall be placed immediately following backfill and shall remain in place until the condition of the backfill is suitable for permanent pavement replacement.

4.16.3 Direct access shall be provided at all times to fire stations, fire hydrants, hospitals, police stations, and at all other agencies or services where emergencies may require immediate access to same.

4.17 TREES AND SHRUBBERY

4.17.1 All trees and shrubbery within the right-of-way or easements shall be protected by CM@R insofar as practicable. No trees or shrubbery shall be removed without the prior approval of GILBERT.

4.17.2 In the event shrubbery or trees must be trimmed or removed, CM@R shall notify the property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by CM@R and hauled from the job at CM@R'S expense.

4.17.3 All trees, shrubs, hedges, brush, etc., designated on the Plans, or by PM/CM for removal, shall be completely removed and disposed of as indicated on the Plans or specified.

4.18 IRRIGATION DITCHES AND STRUCTURES

CM@R shall contact the owners of any ditches, irrigation lines, and appurtenances which interfere with the Work and shall make arrangements for dry-up or scheduling of water deliveries. CM@R shall be liable for any damage due to irrigation facilities damaged by his operations and shall repair such damaged facilities to an "equal or better than" original

condition.

4.19 ROADS AND FENCES

- 4.19.1 Streets and roads subjected to interference by the prosecution of this Work shall be kept open in compliance with Section 4.8 and shall be maintained by CM@R until the Work is completed.
- 4.19.2 All fences located in easements, when damaged or temporarily removed, shall be restored to a condition equal to or better than the original condition. Such fences shall be restored at CM@R'S expense.

4.20 PROTECTION OF WORK AND CLEANING UP

- 4.20.1 CM@R shall be responsible for the protection of all Work until its completion and final acceptance, and he shall at his own expense, replace damaged or lost material, or repair damaged parts of the Work, and CM@R and his Sureties shall be liable therefore.
- 4.20.2 CM@R shall remove from the vicinity of the completed Work all plant, surplus material or equipment belonging to him or used under his direction during construction. All surplus excavated material, concrete, plaster and debris of all kinds shall be removed from GILBERT'S premises, streets or portions of building or property at or adjacent to the site of the Work excepting that select material which may be required for refilling or grading the surface. Salvage material shall be stored at areas designated by PM/CM. Where an area is indicated to be "cleared", all the weeds, vegetation, shrubs and trees shall be removed unless they are specifically noted not to be removed.
- 4.20.3 In the event of abnormal weather conditions, such as windstorms and rainstorms, CM@R shall immediately inspect his Work area and take all necessary actions to insure that the project Site is protected and maintained.

4.21 METHODS AND EQUIPMENT

- 4.21.1 The methods and equipment adopted by CM@R shall be such as will secure a satisfactory quality of Work and will enable CM@R to complete the Work in the time agreed upon. The selection and use of these methods and equipment is the responsibility of CM@R.
- 4.21.2 When the Specifications state the construction shall be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by A/E. If CM@R desires to use a method or type of equipment other than those specified, he may make that request to PM/CM, who shall immediately forward the request to A/E. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that CM@R will be fully responsible for producing construction work in conformity with the Specifications. If, after trial use of the substituted methods or equipment, A/E determines that the Work produced does not meet

the Specifications, CM@R shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods, equipment and quality, or take such other corrective action as A/E may direct. No change will be made in basis of payment of the construction items involved nor in Contract Time as result of authorizing a change in methods or equipment under these provisions. CM@R may appeal a decision of A/E under this Section to PM/CM. Any such appeal must be made in writing within forty-eight (48) hours of A/E's decision or the right to appeal is waived.

4.22 SUSPENSION OF WORK

In case of suspension of Work from any cause whatever, CM@R shall be responsible for the protection of all Materials and equipment. CM@R shall provide suitable drainage and erect temporary structures where necessary to protect the Materials and equipment.

4.23 DELAYS AND EXTENSION OF TIME

- 4.23.1 If CM@R finds it cannot, for reasons beyond his control, complete the Work within the Contract Time as specified or as extended, he shall immediately submit a written request to PM/CM for an extension of time setting forth therein the reasons that he believes will justify the granting of his request. Delay will only be granted if it affects the critical path of the schedule. CM@R'S plea that insufficient time was specified is not a valid reason for extension of time. If PM/CM finds that the Work was delayed because of conditions beyond the control and through no fault of CM@R, he may extend the Contract Time in such amount as the conditions justify. The extended Contract Time shall then be in full force and effect the same as though it were the original Contract Time. However, if the delay was caused by GILBERT, was unreasonable under the circumstances and was not within the contemplation of the parties, then CM@R and GILBERT shall enter into negotiations for recovery of damages directly related to the delay.
- 4.23.2 In setting the Contract Time, it has been assumed that up to two (2) Working Days may be lost as a result of weather conditions which will slow down the normal progress of Work; therefore, no extensions in Contract Time will be allowed for the first two (2) Working Days lost due to bad weather conditions.
- 4.23.3 To receive consideration, a request for extension of time must be made in writing to PM/CM stating the reason for said request, and such request must be received by PM/CM within forty-eight (48) hours following the end of the delay-causing condition.
- 4.23.4 PM/CM shall ascertain the facts and extent of the delay, and its findings of the facts thereon shall be final and conclusive.
- 4.23.5 An extension of time may only be granted by GILBERT after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not release the sureties upon any bond required under the Contract.

4.23.6 GILBERT'S, A/E'S or PM/CM'S liability for delay from any cause shall be limited to granting a time extension to CM@R and there is no other obligation, expressed or implied, on the part of GILBERT or A/E to CM@R for delay from any cause. An extension of Contract Time shall not release the sureties of their obligations, which shall remain in full force until the discharge of the Contract.

4.24 GILBERT'S RIGHT TO CARRY OUT THE WORK

If CM@R defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within ten (10) DAYS after receipt of written notice from GILBERT to commence and continue correction of such default or neglect with diligence and promptness, GILBERT may without prejudice to any other remedy GILBERT may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due CM@R the cost of correcting such deficiencies, including compensation for A/E's and PM/CM's additional services made necessary by such default, neglect or failure. If the payment then or thereafter due CM@R is not sufficient to cover such amount, CM@R shall pay the difference to GILBERT.

4.25 TERMINATION FOR BREACH OF CONTRACT

4.25.1 If CM@R refuses or fails to prosecute the Work or any separable part thereof in accordance with the Plans and Specifications or with such diligence as will ensure its completion within the time specified herein, or an extension thereof, or fails to complete such Work within time, or if he or any of his Subcontractor(s) should violate any of the provisions of the Contract, GILBERT may terminate this Contract.

4.25.2 In the event of any such termination, GILBERT shall immediately serve written notice thereof upon the Surety and CM@R, and the Surety shall have the right to take over and perform the Contract; provided however, that if the Surety within fifteen (15) DAYS after the serving upon it of a notice of termination does not give GILBERT written notice of its intention to take over and perform the Contract and does not commence performance thereof within thirty (30) DAYS from the date of serving said notice, GILBERT may take over the Work and prosecute the same to completion by Contract or by any other method GILBERT may deem advisable. GILBERT may, without liability for so doing, take possession of and utilize in completing the Work such Materials, appliances, plants and other property belonging to CM@R that may be on the site of the Work and be necessary therefore. For any portion of such Work that GILBERT elects to complete by furnishing employees, Materials, tools and equipment, GILBERT shall be compensated for such in accordance with the schedule of compensation for force account work in the section on payment for changes in the Work.

4.25.3 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to GILBERT.

PART V GENERAL CONDITIONS

CONTROL OF WORK

5.1 TIME OF WORK

5.1.1 Initial Construction Schedule

- 5.1.1.1 Prior to the pre-construction meeting, CM@R shall furnish to PM/CM one (1) hard copy and one (1) copy in electronic format of an Initial Construction Schedule.
- 5.1.1.2 The Initial Construction Schedule shall be based on and incorporate the Contract Milestone and Completion Dates specified in the Contract Documents.
- 5.1.1.3 The Initial Construction Schedule shall indicate the detailed plan for the work to be completed in the first ninety (90) calendar days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of Materials and equipment. Work beyond ninety (90) calendar days shall be shown in summary form.
- 5.1.1.4 The Initial Construction Schedule shall be a time-scaled, resource loaded, Critical Path Method (CPM) type schedule, prepared in Primavera compatible software.
- 5.1.1.5 **FOR VERTICAL PROJECTS** - The Initial Construction Schedule shall be cost loaded. The accepted cost loaded schedule will be used as a basis for monthly progress payments until acceptance of the Construction Schedule. Use of the Initial Construction Schedule for progress payments shall not exceed 30 calendar days.
- 5.1.1.5 **FOR HORIZONTAL PROJECTS** - The Schedule of Values used for establishing the GMP will be used as a basis for monthly progress payments.
- 5.1.1.6 Overall time of completion and time of completion for each milestone shown on the Initial Construction Schedule shall adhere to the times in the Special Conditions, unless an earlier (advanced) initial time of completion is requested by CM@R and agreed to by PM/CM. Any such agreement shall be formalized by a Change Order.
- 5.1.1.7 PM/CM will review the Initial Construction Schedule for conformance with the requirements of the Contract Documents. PM/CM will return the Initial Construction Schedule with comments within five (5) working days after receiving it from CM@R.

5.1.2 Construction Schedule Development

- 5.1.2.1 Within fifteen (15) working days after receiving the Notice to Proceed, CM@R shall submit a detailed proposed Construction Schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the

requirements of the Contract Documents.

5.1.2.2 The proposed Construction Schedule shall furnish or comply with the following requirements:

- a. A time scaled cost and manpower loaded CPM type schedule.
- b. No activity on the schedule shall have a duration longer than ten (10) working days, with the exception of fabrication and procurement activities, unless otherwise approved by PM/CM if the Project is a horizontal project (road, sewer, water improvements). Activity durations shall be the total number of actual working days required to perform that activity including consideration of weather impact on completion of that activity. No weather extensions will be allowed for days not shown as work days on the CPM schedule.
- c. Procurement of major equipment, through receipt and inspection at the site, identified as a separate activity.
- d. GILBERT furnished Materials and equipment if any, identified as separate activities.
- e. Dependencies (or relationships) between activities.
- f. Processing/approval of submittals and shop drawings for major equipment. Activities dependent on submittal acceptance and/or Material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.
- g. The total cost of performing each activity. This cost shall be the total of labor, material, equipment, including overhead and profit. The sum of the cost for activities shall equal the total contract value.
- h. Ten (10) working days for developing punch list(s), completion of punch list items, and final clean up for the Work or any designated portion thereof. No other critical activities shall be scheduled during this period.
- i. Interface with the Work of other contractors (or entities).

5.1.2.3 CM@R shall submit to PM/CM one hard copy and one copy in electronic format of the Construction Schedule.

5.1.2.4 PM/CM will review the proposed Construction Schedule for conformance with the requirements of the Contract Documents. Within five (5) working days after receipt, PM/CM will accept the Construction Schedule or will return it with comments. If the proposed Construction Schedule is not accepted, CM@R shall revise the schedule to incorporate comments and resubmit the schedule for acceptance within five (5) working days after receiving it. The accepted schedule shall become the Contract Schedule. If the accepted schedule indicates the project will be completed earlier than the contract completion date, the float time generated belongs to GILBERT. GILBERT may require the CM@R to perform additional scope of work during the float time with no additional General Conditions to the CM@R.

- 5.1.2.5 The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with CM@R.
- 5.1.2.6 Failure of the Contract Schedule to include any element of the Work or any inaccuracy in the Contract Schedule will not relieve CM@R from responsibility for accomplishing all the Work in accordance with the Contract
- 5.1.2.7 Acceptance of the Contract Schedule will not relieve CM@R of the responsibility for accomplishing the Work in accordance with the Contract.

5.1.3 Monthly Updates

- 5.1.3.1 CM@R shall submit to PM/CM each month an up-to-date status report of the work. The status report shall include:
 - a. Monthly Cash Flow Report projected through end of the project with the baseline projected cash flow remaining unchanged for the duration of the project and actual cash flow updated on a monthly basis. Cash flow reporting shall be in a format provided by PM/CM.
 - b. CM@R'S estimated percentage complete for each activity not yet complete.
 - c. Actual start/finish dates for activities as appropriate.
 - d. Identification of processing errors, if any, on the previous update reports.
 - e. Revisions, if any, to assumed activity durations including revisions for weather impact for any activities due to the effect of the previous schedule update.
 - f. Identification of activities that are affected by proposed Change Orders issued during the update period.
 - g. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, CM@R shall submit revision to schedule logic to conform to current status and direction.
 - h. Anticipated Work during the next reporting period.
 - i. Work accomplished during the current reporting period.
 - j. Identify problems and potential solutions.
- 5.1.3.2 PM/CM will review the updated information and meet with CM@R each week at the Project Site to determine the status of the Work. If agreement cannot be reached on any issue, CM@R will use PM/CM's determination in the processing of the update.
- 5.1.3.3 CM@R will incorporate PM/CM's comments and submit two (2) copies of the report.

5.1.3.4 Progress payments pursuant to the Contract will be based on the Contract Schedule update.

5.1.4 Schedule Revisions

5.1.4.1 If the sequence of construction differs significantly from the Contract Schedule, as determined by PM/CM, CM@R shall submit a revised schedule to PM/CM within five (5) working days for acceptance.

5.1.4.2 When a proposed Change Order is issued which has the potential to impact specified completion dates, the Change Order request shall include a description of the impact of such changes. If approved, it shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Section 6 of the Contract Documents.

5.1.4.3 Should CM@R, after acceptance of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to PM/CM, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to PM/CM, they will be incorporated into the Contract Schedule in the next reporting period.

5.1.4.4 Schedule revisions shall be submitted at least five (5) working days prior to the date of submission of update information. PM/CM will have five (5) working days to review the revisions.

5.1.5 Contract Schedule Reports

5.1.5.1 CM@R shall submit two (2) copies of the following reports for the proposed Contract Schedule, Contract Schedule monthly updates, Contract Schedule revisions and recovery schedules:

5.1.5.2 **FOR VERTICAL PROJECTS**

- a. Schedule Logic Report listing the activities, their early/late and actual start and finish dates, duration, float and the logic relationship of activities sorted by early start.
- b. A Cost Report listing each activity and its associated cost, percentage of work accomplished, earned value to date, previous payments and amount earned for the update period.
- c. A narrative report with the updated progress analysis, which shall include a description of problem areas, current and anticipated delaying factors and their impact, an explanation of corrective action taken and proposed revisions for recovery. Narrative report on proposed Contract Schedule will outline CM@R'S overall plan, strategy, crew movement and utilization, and other considerations in developing the schedule.

5.1.5.3 **FOR HORIZONTAL PROJECTS**

- a. CPM Schedule Report listing the activities, their early/late and actual start finish dates, duration, float and the logic relationship of activities sorted by early start.
- b. CM@R shall provide a CD containing the schedule files.

5.1.6 Short Interval Schedules

CM@R shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding three (3) weeks as required by PM/CM. The SIS shall include actual start/finish dates for the preceding one (1) week. Copies of the SIS shall be submitted to PM/CM at the weekly construction meeting. CM@R shall participate in short interval scheduling coordination during the weekly construction meetings.

5.1.7 Time of Essence

Time is of the essence of this Contract. CM@R shall, to the fullest extent possible, carry on the various classes or parts of the Work concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the Work, without the express approval of PM/CM.

5.1.8 Date of Completion

CM@R shall fully and satisfactorily complete the Work within the Contract Time. The date of completion is defined in Section 9.2.

5.1.9 Responsibility for Completion

5.1.9.1 CM@R shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays as may be necessary to insure the prosecution and completion of the Work in accordance with the accepted Contract Schedule. If work on the critical path is five (5) working days or more behind the currently updated Contract Schedule and it becomes apparent that the Work will not be completed within the Contract Time, CM@R will implement whatever steps it deems necessary to make up all lost time. If CM@R'S solution is not successful, it will make further attempts using the following sequence of events:

- a. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- b. If the above cannot be achieved then:
 - CM@R shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of PM/CM, the backlog of

work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of PM/CM the backlog of work.

- In addition, PM/CM may require the CM@R to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If PM/CM finds the proposed recovery schedule unacceptable, it may require CM@R to submit a new plan. If the actions taken by CM@R or the second plan proposed are unsatisfactory, PM/CM may require the CM@R to take any of the actions set forth in the previous paragraph without additional cost to GILBERT to make up the lag in scheduled progress.

5.1.9.2 Failure of CM@R to comply with the requirements of this Section 5.1.9 shall be considered grounds for a determination by GILBERT that CM@R is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

5.1.10 Daily Reports

CM@R shall submit a Daily Activity Report, including manpower and equipment activity, no later than 9:00 a.m. the following work day to PM/CM for each workday including weekends and holidays, when worked.

5.1.11 Payments Withheld

Progress Payments may be withheld in whole or in part should CM@R fail to comply with the requirements of this Section 5.1.

5.2 **A/E TO INTERPRET CONTRACT DOCUMENTS**

A/E will decide all questions which may arise as to the interpretation of the Plans and Specifications. CM@R may appeal a decision of A/E made pursuant to this paragraph to PM/CM. Such appeal must be made in writing within forty-eight (48) hours of A/E'S decision or the right to appeal is waived.

5.3 **FORMAL PROTEST**

- 5.3.1 If CM@R considers any Work demanded of him to be outside the requirements of the Contract, or if he considers any instruction, ruling, or decision of PM/CM or A/E to be unfair, he shall, within forty-eight (48) hours after any such demand is made, or instruction, ruling or decision is given, file a written protest stating clearly and in detail his objections and the reasons therefore. Except for such protests as are made of record in the manner and within the time above stated, CM@R shall be deemed to have waived and does hereby waive all claims for extra Work, damages and extensions of time resulting from demands, instructions, rulings and decisions of PM/CM or A/E. If the protest is against a demand, instruction, ruling or decision of A/E, it shall be filed with PM/CM. If the protest is against a demand, instruction, ruling or decision of PM/CM, it shall be filed with Town Clerk.
- 5.3.2 Upon receipt of a protest from CM@R of a decision of A/E, PM/CM shall review the demands, instructions, rulings, or decisions objected to and shall promptly advise CM@R in writing of his final decision, which shall be binding. Upon receipt of a protest from CM@R of a decision of PM/CM, GILBERT'S Representative shall review the demands, instructions, rulings, or decisions objected to and shall promptly advise CM@R in writing of his final decision, which shall be binding.
- 5.3.3 CM@R shall continue work on the Project during the review of the formal protest.

5.4 PLANS

- 5.4.1 The Contract Plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the Contract Plans shall be in writing. The Contract Plans shall be supplemented by such working or shop drawings prepared by CM@R as are necessary to adequately control the Work. No change shall be made by CM@R in any working or shop drawing after it has been accepted by A/E.
- 5.4.2 CM@R shall keep a current copy of the Plans and Specifications at the jobsite, and shall at all times give PM/CM access thereto. A current copy of Plans and Specifications shall include red-line drawings, all Addenda, Change Orders, A/E Instruction Bulletins, and any other approved change made to the Plans and Specifications. Any drawings or Plans listed in the Specifications shall be regarded as a part thereof and PM/CM will furnish from time to time such additional drawings, Plans, profiles, and information as he may consider necessary for CM@R'S guidance.
- 5.4.3 All authorized alterations affecting the requirements and information given on the accepted Plans shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by A/E except by consent of A/E in writing.

5.5 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces in all cases shall conform to lines, grades, cross sections, and dimensions shown on the accepted Plans. Allowable deviations, other than specified tolerances, from the accepted Plans and working drawings will in all cases be determined by PM/CM.

5.6 COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS

- 5.6.1 The documents which make up the Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete Work.
- 5.6.2 Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these Contract Documents, CM@R shall promptly notify PM/CM. PM/CM shall follow the procedures set forth in Section 4.5.1. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.
- 5.6.3 In the event of there being a conflict between one Contract Document and any of the other Contract Documents, the more stringent requirement shall apply.
- 5.6.4 CM@R shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event CM@R discovers such an error or omission, he shall immediately notify PM/CM, who shall notify A/E. PM/CM and A/E shall proceed as prescribed in Section 4.5.1 of the Contract Documents.

5.7 ORDER OF WORK

- 5.7.1 When required by the Contract Documents, CM@R shall follow the sequence of operations as set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for Contract items of Work and no additional compensation will be allowed therefore.
- 5.7.2 The organization of the Specifications into divisions and articles and the arrangement of drawings shall not control CM@R in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

5.8 COOPERATION BETWEEN CM@R AND OTHER CONTRACTORS

- 5.8.1 GILBERT reserves the right to Contract for and perform other or additional Work on or near the Work covered by the Contract.
- 5.8.2 When separate contracts are let within the limits of any one Project, each CM@R shall conduct his work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors. CM@Rs/Contractors working on the same Project shall cooperate with each other as directed.
- 5.8.3 The CM@R involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless GILBERT from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same Project.

- 5.8.4 CM@R shall arrange his Work and shall place and dispose of the Materials being used so as not to interfere with the operations of the other Contractors within the limits of the same Project. He shall join his Work with that of others in an acceptable manner and shall perform it in proper sequence to that of the others.
- 5.8.5 GILBERT will not honor any claim for extra compensation due to delays, extra Work, or extension of time caused by any other Contractors working within the limits of the same Project.

5.9 TESTING AND INSPECTION

- 5.9.1 The CM@R shall obtain an independent laboratory or testing company and pay all costs of testing required by the Contract documents, including testing required by MAG, the Specifications, the Town of Gilbert, and other jurisdictional bodies. A copy of all test results shall be furnished to PM/CM in a Weekly Summary Report submitted at the weekly construction progress meeting (time and date to be set upon Contract award) for tests performed from the preceding week. At substantial completion, the CM@R shall submit a final test report containing all test results which certifies the work complies with the Specifications. This report shall be sealed by a professional engineer registered in the State of Arizona who was responsible for overseeing the testing and sampling.
- 5.9.2 CM@R shall furnish PM/CM with every reasonable facility for ascertaining whether the Work as performed is in accordance with the requirements and intent of the Specifications and Contract. PM/CM shall be permitted to inspect all Materials and each part or detail of the Work at any time for the purpose of expediting and facilitating the progress of the Work. PM/CM shall be furnished with such information and assistance by CM@R as required to conduct a complete and detailed inspection. Should any Work be covered up before acceptance or consent of PM/CM, it must, if required by PM/CM, be uncovered for examination at CM@R'S expense. The direct control shall be solely the responsibility of CM@R'S foremen and superintendent.
- 5.9.3 When the United States government is to pay a portion of the cost of the Work covered by the Contract, the Work shall be subject to the inspection of the representatives of the U.S. government. Such inspection shall in no sense make the U.S. government a party to this Contract and will in no way interfere with the rights of either party under this Contract.
- 5.9.4 The inspection of the Work shall not relieve CM@R of any of his obligations to fulfill his Contract as herein provided. Any unsuitable or defective Materials and Work may be rejected notwithstanding that such Work and Materials may have been previously overlooked and accepted or estimated for payment. Unsuitable or defective Materials shall be removed from the site within three (3) days of such rejection.

5.10 LINES AND GRADES

Profiles and elevations are indicated on the Plans. All Work under this Contract shall be built in accordance with the lines and grades indicated on the Plans. These lines and grades may be modified as provided in Part VI (Changes in the Work) in the Contract. The establishment of the lines and grades shall be set forth under these General Conditions, as modified by the

Special Conditions. CM@R shall verify all vertical and horizontal controls using the nearest benchmark.

5.11 USE OF SITE

- 5.11.1 CM@R shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the Site with any Materials or equipment.
- 5.11.2 CM@R shall coordinate all of the Contract's operations with, and secure approval from, PM/CM before using any portion of the Site.

5.12 SEPARATE CONTRACTS TO GILBERT

- 5.12.1 If any part of CM@R'S Work depends on proper execution or results of Work performed by GILBERT or any separate CM@R, CM@R shall, prior to proceeding with the Work, promptly report to PM/CM any apparent discrepancies or defects in such other Work that render it unsuitable for such proper execution and results. Failure of CM@R so to report shall constitute an acceptance of GILBERT'S or separate CM@R'S Work as fit and proper to receive the Work, except as to defects which may subsequently become apparent in such Work by others.
- 5.12.2 Should CM@R wrongfully cause damage to the Work or property of GILBERT, or to other Work or property on the site, CM@R shall promptly remedy such damage.
- 5.12.3 Should CM@R wrongfully delay or cause damage to the Work or property of any separate CM@R, CM@R shall, upon due notice, promptly attempt to settle with such other CM@R by agreement, or otherwise to resolve the dispute.

5.13 TEST

- 5.13.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, CM@R shall give PM/CM timely notice of its readiness so PM/CM may observe such inspection, testing or approval. CM@R shall bear all costs of such inspections, test or approvals conducted by public authorities. GILBERT shall reserve the right to conduct additional tests and inspections, and, unless otherwise provided, GILBERT shall bear all costs of other inspections, tests or approvals.
- 5.13.2 Required certificates of inspection, testing or approval shall be secured by CM@R and CM@R shall promptly deliver them to PM/CM.

5.14 COOPERATION BETWEEN CM@R AND HOMEOWNER'S ASSOCIATIONS

If requested by GILBERT and authorized by an adjacent Homeowner's Association (HOA), CM@R shall enter into a separate contract with the requesting HOA for paving work that

includes the same terms and conditions applicable to the requesting HOA, including unit prices, as this contract.

PART VI GENERAL CONDITIONS

CHANGES IN THE WORK

6.1 CHANGES IN THE WORK

- 6.1.1 GILBERT, without invalidating the Contract and without notification of sureties, may order extra Work, make changes by altering, or delete any portion of the Work as specified herein, or as deemed necessary or desirable by GILBERT. All such Work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra Work.
- 6.1.2 In giving instructions, PM/CM shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work. No extra Work or change shall be made unless in pursuance of a written order by GILBERT. Any claim for an addition to the Contract Price shall not be valid unless the change was so ordered, except in an emergency endangering life or property. If CM@R claims that any instructions involve extra cost under the Contract, he shall within forty-eight (48) hours after the receipt of such instructions, provide notice to PM/CM of such claim, and before proceeding to execute the Work, except in an emergency endangering life or property, and the procedure shall then be as provided to approve Change Orders.
- 6.1.3 It is mutually understood that it is inherent in the nature of municipal construction that some changes in the Plans and Specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change. GILBERT shall have the right to make such changes in the Plans and the character of the Work as may be necessary or desirable to insure the completion of the Work in the most satisfactory manner without invalidating the Contract.
- 6.1.4 Changes shall be incorporated in the written Change Order issued by GILBERT, which shall be written so as to indicate acceptance on the part of CM@R as evidenced by his signature.

6.2 PRICING OF CHANGES

- 6.2.1 If a Change Order provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:
- 6.2.1.1 Where the Work involved is covered by unit prices contained in the Schedule of Values, by application of the unit prices to the quantities of the items involved, as mutually agreed to by the CM@R and PM/CM.
- 6.2.1.2 By mutual acceptance of a unit price not contained in the Schedule of Values, or mutual acceptance of a lump sum price. The CM@R shall furnish PM/CM with an itemized cost breakdown together with supporting data including the quantities used in computing the unity price and/or lump sum price of the Work.

- 6.2.1.3 Only when methods A and B above are exhausted, then on the basis of the Cost of Work plus a CM@R'S Fee for overhead and profit, as described below. (Cost Plus Basis).
- 6.2.1.4 Whenever the cost of any work is to be determined on a Cost Plus Basis, CM@R will submit on forms acceptable to PM/CM, daily work sheets showing an itemized breakdown together with supporting data used to arrive at a final cost for the Work. No payment will be made for work not verified by PM/CM. Final cost for the Change in the Work shall be reflected and formalized in a Change Order.
- 6.2.2 Allowable direct and indirect percentages for any Change Order are given in the Cost Model.
- 6.2.3 Upon receipt of a proposed Change Order, CM@R shall promptly proceed with the change in the Work and advise PM/CM within five (5) days of CM@R'S agreement or disagreement with the method, if any, provided in the proposed Change Order for determining the proposed adjustment in the Contract Price or Contract Time. Failure to return the Change Order to PM/CM within seven (7) days indicates CM@R'S Agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 6.2.4 If CM@R disagrees with the method for adjustment in the Contract Price, the adjustment shall be determined by PM/CM on the basis of any of the methods described in Section 6.2.1, paragraphs A-D.
- 6.2.5 Overhead and Profit for actual cost of work performed by the CM@R and/or his Subcontractor is given in the Cost Model.
- 6.2.6 If the net value of a change results in a credit from CM@R or Subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit as indicated in the Final GMP. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

6.3 COST PLUS ADJUSTMENT

- 6.3.1 **Record Keeping:** In the event that the pricing method selected is the "cost plus" method described in Section 6.2.1, Paragraphs C and D, CM@R shall keep and present daily, in such form as PM/CM may prescribe, an itemized accounting together with appropriate supporting data of the labor, materials, and equipment used during that Day. All labor shall be recorded on separate time sheets clearly identified with the Change Order number and scope of extra work involved. These time sheets shall be signed daily by PM/CM. No costs will be allowed for time not recorded and signed the same day the work takes place. CM@R and PM/CM shall discuss and attempt to resolve any disputed concerning CM@R'S daily records at the time the report is submitted.

6.3.2 Reconciliation: CM@R shall on a monthly basis accompanying the progress payment request submit a reconciliation for all Work performed under a cost plus Change Order during the period of the progress payment. A final reconciliation shall be submitted within 30 days after the Work of the Change Order is completed. The reconciliation shall recap all costs and appropriate markups for the period. No costs will be allowed for work not included in a reconciliation within the time periods specified.

6.4 EFFECT ON SURETIES

6.4.1 All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the Contract bonds, and shall not reduce the sureties' liability on the bonds.

6.4.2 GILBERT reserves the right to require additional payment or performance bonds to secure a Change Order.

PART VII GENERAL CONDITIONS

MATERIALS AND WORKMANSHIP

7.1 GENERAL

- 7.1.1 All equipment, Materials, and articles incorporated in the Work covered by this Contract shall be new and subject to review and acceptance by PM/CM unless otherwise specifically provided for in the Contract Documents.
- 7.1.2 Where equipment, Materials, or articles are referred to in the Specifications as "or equal to" any particular standard, A/E shall decide the question of equality.
- 7.1.3 Wherever any standard published specification is referred to, the latest edition or revision, including all amendments, shall be used unless otherwise specified. Materials of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all Materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials, where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.
- 7.1.4 All Work shall be done and completed in a thorough, workmanlike manner in conformance with the Contract Documents. PM/CM shall have the authority to reject Work not in conformance with the Contract Documents.
- 7.1.5 In the event CM@R discovers any omission from these Specifications or from the Plans, it shall be the duty of CM@R to call PM/CM's attention to apparent errors or omissions and request instructions before proceeding with the Work. PM/CM shall immediately notify A/E who shall, by appropriate instructions, correct errors and/or omissions, which instructions shall be as binding upon CM@R as though contained in the original Specifications or Plans.
- 7.1.6 CM@R may appeal a decision of A/E made pursuant to Section 7.1 to PM/CM. Such appeal must be made in writing within forty-eight (48) hours of A/E's decision or the right to appeal is waived.

7.2 SUBSTITUTION OF MATERIAL OR EQUIPMENT

Substitution of material or equipment shall only be made pursuant to MAG Section 106.4.

7.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 7.3.1 Shop drawings are drawings, diagrams, schedules and other data specially prepared for the Work by CM@R or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

- 7.3.2 Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CM@R to illustrate a material, product or system for some portion of the Work.
- 7.3.3 Samples are physical examples that illustrate materials, equipment or workmanship, and establish standards by which the Work will be judged.
- 7.3.4 All Materials to be incorporated in the Work shall be subject to sampling, testing and acceptance. Samples furnished by CM@R shall be representative of the materials to be used. PM/CM and A/E may select samples or may require that samples be delivered to and tested at a laboratory designated by PM/CM at no additional cost to GILBERT.
- 7.3.5 CM@R shall prepare, review, approve all shop drawings, product data and samples required by the Contract Documents and submit to PM/CM with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of GILBERT or any separate CM@R. PM/CM shall immediately forward such shop drawings, product data and samples to A/E. CM@R shall cooperate with PM/CM and A/E in the coordination of the shop drawings, product data and samples with those of other separate CM@Rs.
- 7.3.6 By preparing, approving and submitting shop drawings, product data and samples, CM@R represents that CM@R has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so with reasonable promptness, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project and the Contract Documents.
- 7.3.7 CM@R shall:
- 7.3.7.1 Review each submittal and check for compliance with Contract Documents
 - 7.3.7.2 Stamp each submittal with uniform approval stamp before submitting to PM/CM.
 - A. Stamp to include project name, submittal number, specification number, CM@R reviewer's name, date of submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - B. PM/CM will not transmit review submittals to the A/E that do not bear CM@R'S approval stamp and will return them to the CM@R without action.
- 7.3.8 A/E will review and approve or take other appropriate action upon CM@R'S submittals such as shop drawings, product data and samples for conformance with the Specifications. A/E's approval of the specific item shall not indicate approval of an assembly of which the item is a component.
- 7.3.9 All sampling and testing of Materials shall be done in accordance with the latest designated standard methods AASHTO or ASTM, or in accordance with special methods designated in the Specifications.

7.4 MATERIALS FURNISHED BY GILBERT

All Materials and/or services to be furnished by GILBERT are indicated in the Special Conditions. The cost of CM@R handling and placing GILBERT-furnished Materials shall be included in the Contract price.

7.5 STORAGE OF MATERIALS

7.5.1 CM@R shall provide proper storage facilities and exercise such measures as will insure the preservation of the specified quality and fitness of all Materials and equipment to be used in the Work. Stored Materials shall be located so as to provide reasonable access for inspection.

That portion of the right-of-way not required for public travel may be used for storage purposes unless prohibited by the other provisions of the Project Specifications. Any additional space required shall be provided by CM@R at no cost to GILBERT. Protection of Materials and equipment stored on the site shall be the responsibility of CM@R. GILBERT reserves the right to direct CM@R to provide proper means of protection for Materials if such is deemed advisable by PM/CM; however, the exercise of or failure to exercise this right shall not be deemed to relieve CM@R of his primary responsibility for protecting the material and equipment. CM@R shall provide suitable warehouses or other adequate means of protection for such of the Materials and equipment as require storage or protection. CM@R shall store and care for the material and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. CM@R shall maintain all material and equipment in accordance with the manufacturer's instructions. The cost of replacing any material or equipment damaged in storage shall be borne by CM@R, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve CM@R of his primary responsibility. No motor shall be left uncovered or unprotected.

7.5.2 Payments for Materials or equipment stored off the site shall be conditioned upon submission by CM@R of bills of sale to establish GILBERT'S title to such Materials or equipment and certificate of insurance for storage in a bonded warehouse or facility agreeable to GILBERT.

7.6 REJECTED MATERIALS AND WORK

PM/CM shall have the authority to reject Materials which do not conform to the Contract Documents. Rejected Materials shall be removed immediately from the site of the Work unless otherwise permitted by PM/CM. No rejected Materials, the defects of which have been subsequently corrected, shall be used unless accepted by PM/CM. If CM@R fails to remove and replace rejected material, GILBERT has authority to do so and to deduct the cost thereof from any monies due or to become due CM@R.

7.7 GUARANTEE OF WORK - WARRANTY

7.7.1 CM@R warrants to GILBERT that all Materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by GILBERT or PM/CM, CM@R shall

furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by any other provisions of the Contract Documents.

- 7.7.2 CM@R shall promptly correct all Work rejected as defective or as failing to conform to the Contract Documents whether observed before or after acceptance and whether or not fabricated, installed or completed. CM@R shall bear all costs of correcting such rejected Work, including compensation for the additional services of PM/CM and A/E made necessary thereby.
- 7.7.3 If, within one year after the date of final acceptance by GILBERT of all Work required by the Contract Documents or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CM@R shall correct it promptly after receipt of written notice from GILBERT to do so unless GILBERT has previously given CM@R a written acceptance of such condition. This obligation shall survive termination of the Contract, but it shall in no way limit the warranty set forth in Section 7.7.1. GILBERT shall give the notice required herein promptly after discovery of the condition.
- 7.7.4 CM@R shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected unless removal is waived by GILBERT.
- 7.7.5 If CM@R does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from PM/CM, GILBERT may remove it and may store the Materials or equipment at the expense of CM@R. If CM@R does not pay the cost of such removal and storage within ten (10) Days thereafter, GILBERT may upon ten (10) additional Days written notice sell such Materials and equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by CM@R including, but not limited to, compensation for PM/CM's and A/E's additional services made necessary thereby. If the proceeds of sale do not cover all such costs, the amount to be paid by GILBERT to CM@R under the Contract shall be reduced by the deficiency. If payments then due to CM@R are insufficient to cover deficiency, CM@R shall pay the difference to GILBERT.
- 7.7.6 CM@R shall bear the costs of making good all Work of GILBERT or separate CM@Rs destroyed or damaged by CM@R'S correction or removal of defective Work.
- 7.7.7 Nothing contained in this Section 7.7 shall be construed to establish a period of limitation with respect to any other obligation that CM@R might have under the Contract Documents. The establishment of the time period of one year after final acceptance or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of CM@R to correct the Work and has no relationship to the time within which CM@R'S obligation to comply with the Contract Documents may be sought to be enforced. Nor the time within which proceedings may be commenced to establish CM@R'S liability with respect to CM@R'S obligations other than specifically to correct the Work.

7.7.8 In the event it is necessary for GILBERT to file suit to enforce any liability of CM@R, GILBERT shall be entitled to recover from CM@R, a reasonable sum as and for costs and attorneys fees, in addition to all other amounts found due and owing.

7.8 NO EXERCISE OF AUTHORITY BY A/E AND PM/CM

Neither A/E's nor PM/CM's authority to act under this Part VII nor any decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of A/E or PM/CM to CM@R, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

PART VIII GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

8.1 LAWS TO BE OBSERVED

- 8.1.1 CM@R is presumed to know, and at all times shall observe and comply with, all federal and state laws and local ordinances, including but not limited to Workers' Compensation, occupation diseases, and unemployment compensation laws together with the payment of all premiums and taxes therefore; also all laws, ordinances, and regulations in any manner affecting the conduct of the Work, including environmental laws and regulations and shall indemnify and save harmless GILBERT and its representatives against any claim arising from the violation of such laws, bylaws, ordinances, or regulations by CM@R, Subcontractors and their employees and agents. CM@R'S particular attention is drawn, but not limited to, the laws in paragraphs 8.2, 8.3, 8.4, 8.5 and 8.15.
- 8.1.2 If CM@R performs any Work knowing it to be contrary to such laws, ordinances and regulations, CM@R shall assume full responsibility therefore and shall bear all costs attributable thereto.

8.2 HOURS OF LABOR

All Contracts made by or on behalf of the State of Arizona, or any of its political subdivisions, with any person for the performance of any Work, or the furnishing of any material manufactured within the State, shall comply with the Fair Labor Standards Act and Section 23-391, Arizona Revised Statutes, as amended.

8.3 ALIEN LABOR

A person not a legal alien, citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal works or employment; provided that nothing herein shall be construed to prevent the working of prisoners by the state or by any county or municipality thereof on street or road work or other public work.

8.4 LABOR DISCRIMINATION

- 8.4.1 Attention is directed to Arizona Revised Statutes, Title 41, Chapter 9, Article 4, as amended, entitled "Discrimination in Employment."
- 8.4.2 When federal funds are to pay a portion of the cost of this Project, then the CM@R shall also comply with applicable paragraphs in the Special Conditions.

8.5 PERMITS AND LICENSES

Except as otherwise provided in the Contract Documents, it is the duty of CM@R to procure

all permits and licenses. There will be no charge to CM@R for any necessary GILBERT permits and inspections.

8.6 PATENTED DEVICES, MATERIALS, AND PROCESSES

CM@R shall indemnify and save harmless GILBERT and its duly authorized representatives from all liabilities, judgments, costs, damages and expenses which may result from the infringement of any patents, trademarks or copyrights by reason of the use of any proprietary Materials, devices, equipment or processes incorporated in or used in the performance of the Work under this Contract.

8.7 SURVEY LAND MONUMENTS

Survey land monuments and property marks shall not be moved or otherwise disturbed by CM@R until an authorized agent, of the agency having jurisdiction over the land monuments or property marks setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction.

8.8 PROTECTION OF PERSON AND PROPERTY

- 8.8.1 CM@R shall adopt every practical means and comply with all laws, ordinances and regulations in order to minimize interferences to traffic and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded.
- 8.8.2 If an unsafe condition arises or exists during the progress of the Work, or if GILBERT has reason to believe that an unsafe condition exists, CM@R shall suspend the Work wholly or in part for such period as may be necessary to correct the unsafe condition.
- 8.8.3 Neither CM@R nor the Subcontractor shall trespass upon private property. CM@R shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from operations of CM@R or Subcontractors completing this Work. CM@R shall ensure that both CM@R and Subcontractors comply with the laws and regulations of GILBERT, county and state relating to the safety of persons and property. CM@R will be held responsible and required to make good any injury or damage to persons or property caused by CM@R or Subcontractors or any agent or employee of either during the progress of the Work and until its final acceptance.
- 8.8.4 CM@R shall protect against injury or damage to any pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences or other structures or property, public and/or private, encountered in this Work except as stipulated elsewhere herein. CM@R shall be responsible and liable for any injury or damage or repair to such pipe, structures and property.
- 8.8.5 CM@R shall have total responsibility for the safety conditions at the Work site.

8.9 CONSTRUCTION SAFETY PROGRAM AND REGULATIONS

The Arizona Occupational Safety and Health Act and the conditions set forth in the Occupation Safety and Health Standards (OSHA) shall constitute the outline for the safety program to be adhered to during the course of the Project. CM@R shall keep a copy of these publications available at the jobsite for reference, as well as a copy of CM@R'S safety program. A copy of the agenda for the CM@R'S weekly tail gate meetings shall be submitted to PM/CM for inclusion into the weekly meeting notes.

8.10 PROTECTION OF ANTIQUITIES

- 8.10.1 Attention is called to state and federal laws pertaining to the protection and preservation of sites or objects of archaeological, paleontological or historic interest and endangered species.
- 8.10.2 It shall be a provision of every Contract that when features of archaeological, paleontological or historic interest are encountered or unearthed in the excavation of material pits, the roadway prism, or other excavation, CM@R shall stop work in the immediate vicinity of such feature, protect it from damage or disturbance, and report promptly to the Director of the Arizona State Museum and PM/CM. When a possible endangered or threatened species is discovered, CM@R shall stop work and report promptly to PM/CM.
- 8.10.3 Work shall not be resumed in the immediate area until CM@R is advised by the authorities having jurisdiction that study or removal of the feature or features has been completed. CM@R will be allowed an appropriate Contract time extension as provided in these General Conditions for construction time lost.

8.11 CONTINGENCIES

All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the Work, from the action of the elements or from any act or omission on the part of CM@R, Subcontractor or any person or agent employed by him shall be borne by CM@R.

8.12 NON-RESPONSIBILITY OF GILBERT

Indebtedness incurred for any cause in connection with this Work must be paid by CM@R, and GILBERT is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract.

8.13 PROPERTY RIGHTS IN MATERIAL

Nothing in the Contract shall be construed as vesting in CM@R any right of property in the MATERIAL used after they have been attached or affixed to the Work or the soil and accepted. All such Materials shall become the property of GILBERT upon being so attached or affixed.

8.14 PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CM@R shall properly guard and protect all finished or partially finished Work, and shall be responsible for the same until that phase is completed and accepted by GILBERT. Estimate or partial payment of Work so completed shall not release CM@R from such responsibility, but he shall turn over the entire Work in full in accordance with the Specifications before final payment can be made.

8.15 ADMINISTRATIVE CLAIMS

Prior to the commencement of litigation related to payment, the Work or the Contract Documents, CM@R shall file an Administrative Claim with GILBERT. Such Notice shall be filed within 180 days of the accrual of the cause of action pursuant to A.R.S. Section 12-821.01. Otherwise any claim by CM@R against GILBERT, its officers or employees shall be barred.

**PART IX
GENERAL CONDITIONS**

**COMPLETION OF WORK, LIQUIDATED DAMAGES
AND FINAL ACCEPTANCE**

9.1 FAILURE TO COMPLETE WORK WITHIN TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 9.1.1 It is hereby understood and mutually agreed by and between CM@R and GILBERT, that the date of beginning, rate of progress and the time for completion of the Work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be complete on or before the dates set forth in Section 9.2 of this Contract. CM@R agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of time he specified. It is expressly understood and agreed by, and between, CM@R and GILBERT that the time for completion of the Work shall be in the time as identified in these Contract Documents.
- 9.1.2 For each working day that any part of the Work remains uncompleted after the expiration of the time specified and/or allowed for completion of the Work stipulated in the Contract or ordered after the Contract is signed, the sum per day set forth in Section 9.2 shall be deducted from any monies due CM@R, or if no money is due CM@R, GILBERT shall have the right to recover said sum or sums from CM@R, from the Surety, or both.
- 9.1.3 It shall be understood that the time to complete the Project, beyond the contractual date of completion, is in itself prima facie evidence of actual damages incurred, and the amount of these deductions are to cover the liquidated damages caused by the loss of use, or limited use, of the Project and other additional GILBERT incurred losses, or expenses, due to the failure of CM@R to complete the Work within the time specified.
- 9.1.4 The liquidated damages amounts set within Sections 9.2.1 and 9.2.2 are fixed and agreed upon by and between CM@R and GILBERT because of the impracticability and extreme difficulty of fixing and asserting the actual damages GILBERT would in such event sustain, and said amounts are agreed to be the amount of damages which GILBERT would sustain, and said amounts may be retained from time to time by GILBERT from current periodical estimates.
- 9.1.5 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications where a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed as set forth in Section 4.23 of these Contract Documents for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract.
- 9.1.6 CM@R shall not be assessed with liquidated damages during any delay in the completion of the Work where an extension of time has been granted by GILBERT pursuant to Section 4.23.

9.2 COMPLETION/LIQUIDATED DAMAGES

- 9.2.1 **Substantial Completion:** The date of Substantial Completion of the Work, or designated portion thereof, is the date certified in writing by PM/CM when construction is sufficiently complete, in accordance with the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so that GILBERT may use or occupy the Project, or a designated portion thereof, for the purpose for which it was intended. Certification of a designated portion of the Work by PM/CM as being Substantially Complete and occupancy of that portion thereafter by GILBERT shall neither release, nor otherwise operate to excuse, CM@R from his duty to complete the remainder of the Work within the Contract Time including liability for liquidated damages.
- 9.2.2 **Final Completion:** The Final Completion Date is the date when all items of the Work are completely finished with no items of any scope outstanding or remaining to be completed, and all known defective work has been corrected and a Final Completion Certificate is issued.
- 9.2.3 GILBERT and CM@R recognize that time is of the essence for this Contract and that GILBERT will suffer financial loss if the Work and/or portions of the Work are not performed and completed within the times specified plus any extensions thereof allowed in accordance within the Contract Documents. GILBERT and CM@R also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by GILBERT if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, GILBERT and CM@R agree that liquidated damages be per MAG Section 108.9 for each working day that expires after the time specified in Section 4 for substantial completion, until the Work is substantially complete. After Substantial Completion, if CM@R shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by GILBERT, CM@R shall pay GILBERT per liquidated damages per MAG Section 108.9 for each working day that expires after the time specified in Section 5 for final completion and readiness for final payment.

9.3 SPECIAL DAMAGES

The CM@R shall be responsible for all costs associated with additional time expended by PM/CM due to time extensions granted by GILBERT for the CM@R'S convenience. The costs shall be paid by the CM@R at the rate established in Form CIP4.3.5 – CM@R Construction Services Contract, Paragraph 5.2. These costs shall be paid by the CM@R at no additional cost to GILBERT.

9.4 FINAL CLEAN UP

- 9.4.1 At completion of the Work and prior to final acceptance by GILBERT, a thorough cleaning of the areas affected shall be carried out by CM@R. The following list is not all inclusive, but is intended to provide a basic guideline:

9.4.1.1 FOR VERTICAL PROJECTS

- A. Removal of all paint spots, stains, rubbish, debris, tools and equipment from all areas and broom clean. Steam clean all carpets and mop floors.
- B. Cleaning interior and exterior of the buildings, including all windows in any area affected by the Work.
- C. Brush off, broom sweep, dust and clean ledges, stairs, doors, hardware, and any adjoining rooms or areas that were affected by the Work.
- D. Clear grounds and exterior paved areas and walks of all construction debris, dirt and dust and repair any SITE areas damaged during the course of construction.
- E. Prior to final acceptance, CM@R shall conduct an inspection of sight-exposed surfaces, and all Work areas, to verify that the entire Work is clean. In the event CM@R fails to do so, GILBERT, may cause this Work to be done at CM@R'S expense.

9.4.1.2 **FOR HORIZONTAL PROJECTS**

- A. Wash down, brush off, broom sweep, and clean all areas that were affected by the Work.
- B. Clear landscaped areas, paved areas, and walks of all construction debris, dirt and dust and repair any and all damaged which occurred during the course of construction, and post construction activities.

9.5 RECORD DRAWINGS

- 9.5.1 CM@R shall provide accurate data and field notes as construction progresses, for preparation of the "Record" drawings by A/E or PM/CM. Such red-lined drawings shall reflect current changes, shall be kept on site and made available for review by PM/CM at the time the CM@R submits the monthly pay application.
- 9.5.2 The CM@R'S monthly progress payments will not be processed until PM/CM has reviewed the Record Drawings and found that they are updated through the payment date.

9.6 COMPLETION AND INSPECTION

- 9.6.1 Substantial Completion Inspection: When CM@R believes that the Work is substantially complete, he shall request in writing a Substantial Completion Inspection. Within five (5) days of the receipt of such request, PM/CM shall conduct the inspection or inform CM@R that the Work is not ready for the inspection. A Substantial Completion Inspection will be conducted when the CM@R states in writing that the construction phase Work is sufficiently complete in accordance with the Contract Documents that the Work can be utilized for the purposes it was intended without any outstanding concurrent ongoing Work at the site. A punch list will be developed during this inspection documenting incomplete or deficient work items. If work is deemed to be substantially complete, PM/CM will issue a Certificate of

Substantial Completion (Form CIP1.5.1) and attach the punch list. CM@R shall be present at the Substantial Completion Inspection.

- 9.6.2 **Punch list:** After the Substantial Completion Inspection PM/CM shall notify CM@R in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list, known in the industry as a punch list. CM@R shall remedy all items shown on the punch list prior to final acceptance. No one is authorized to amend the Contract Documents by use of the punch list, which is solely for the benefit of CM@R to enable him to determine what items must be corrected before final acceptance will be recommended by PM/CM. GILBERT reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by CM@R of all items on the punch list.
- 9.6.3 **Final Inspection:** When CM@R believes that the punch list items have been addressed, he shall request in writing a Final Inspection. Within five (5) days of the receipt of such request, PM/CM shall make a Final Inspection or inform CM@R that the Work is not ready for Final Inspection. CM@R shall be present at the Final Inspection. The purpose of the Final Inspection is to determine whether the Work has been completed in accordance with the Contract Documents, including all Change Orders and all interpretations and instructions previously issued. If during the Final Inspection it is determined that the CM@R has not completed the punch list items, and a second inspection is required, CM@R shall be charged for the cost of PM/CM, A/E and other design professionals who attend the second inspection.

9.7 FINAL ACCEPTANCE

- 9.7.1 After all Work under the Contract Documents has been completed, as determined by PM/CM, including Work found to be incomplete pursuant to Section 9.5, PM/CM will issue the Certificate of Final Completion (Form CIP1.5.2) and forward to GILBERT'S Representative. GILBERT will make final acceptance promptly after receiving PM/CM's recommendation by signing the Certificate of Final Completion unless GILBERT has reason to believe the Work is not ready for final acceptance.
- 9.7.2 Unless otherwise specified in either Section 9.2 or under Special Conditions, no partial acceptance of any portion of the Work will be made and no acceptance other than the final acceptance to the overall completed Project will be made. No inspection or acceptance pertaining to specific parts of the Work shall be construed as final acceptance of any part until the overall final acceptance is made by GILBERT.

PART X GENERAL CONDITIONS

PAYMENTS TO CM@R

10.1 GENERAL

- 10.1.1 The basis of payment for construction of a Project shall be in full for all Work actually performed in accordance with the Plans and Specifications, and shall include all labor and Materials incorporated in the completed Work.
- 10.1.2 Application for payment shall be made on Town of Gilbert Invoice Form with accompanying A.I.A. Form G-702 and G-703, May 1983 or current edition entitled "Application and Certificate for Payment", (1 copy) utilizing complete provisions provided by the form.
- 10.1.3 In the event of a dispute over any amounts owed, GILBERT shall pay the undisputed amount and proceed in good faith to resolve the dispute. Pending final resolution of the dispute, CM@R shall proceed diligently with performance of the Contract and GILBERT shall continue to make payments in accordance with the Contract Documents to the extent such payments are undisputed by GILBERT.
- 10.1.4 CM@R shall submit a cash flow projection that identifies estimated monthly payments to GILBERT based on the cost loaded schedule.

10.2 PARTIAL PAYMENT

- 10.2.1 Once each month GILBERT will make a partial payment to CM@R on the basis of a duly certified and approved estimate prepared by CM@R and approved by PM/CM for Work completed through the last day of the preceding calendar month. If requested by PM/CM, CM@R shall provide supporting data substantiating its corrections. The estimate will cover the Work performed by CM@R during the preceding calendar month plus the invoice cost of material suitably stored at the site of the Project if CM@R desires payment for material stored. Until final completion and final acceptance, retainage from progress payments to CM@R shall be ten percent (10%) of each payment. After the Contract is fifty percent (50%) complete, however, one-half of the amount retained shall be paid to CM@R and the remaining retention shall be five percent (5%) of each payment provided CM@R is making satisfactory progress on the Project as determined by GILBERT; otherwise, retention shall remain at ten percent (10%). The CM@R will request in writing for a reduction in retention. The partial payment shall be paid on or before fourteen (14)) DAYS after the certified and approved estimate of the work is certified and approved by GILBERT. The estimate of the WORK shall be deemed received by GILBERT on submission to PM/CM.
- 10.2.2 Cost of material properly stored will be based on vendors' invoices that shall be listed by CM@R. A copy of each such invoice shall accompany the first estimate in which payment is requested for MATERIAL covered by the invoice. This list shall be revised and brought up-to-date by CM@R for each estimate. The revised list shall show the total amount of each invoice, the invoice amount that has been incorporated in the Work, and the remaining

invoice amount that is stored for which payment is required that month. Only those Materials that will become an integral part of the final completed Project may be included for partial payment as MATERIAL stored. Partial payments for jobsite delivered material or equipment will in no way reduce CM@R'S responsibility for such MATERIAL or equipment until it has been installed.

10.2.3 Schedule of Values: Not later than 7 days before the first Application for Payment, CM@R shall submit to PM/CM a schedule of values reflecting, as nearly as reasonably possible, the actual values of the various components of the Work. CM@R shall provide separate line items for CM@R'S overhead and profit, supervision, insurance, bonds, allowances, and taxes. CM@R shall prepare the Schedule of Values on a form essentially equal to AIA Document G702/G703. If requested by PM/CM, CM@R shall provide supporting data substantiating its correctness.

10.2.4 No partial payment shall be made until updated red-line drawings are reviewed and approved by PM/CM, through the date for which partial payment is requested, reviewed, and determined to reflect actual Work in place.

10.3 PAYMENT OF ITEMS IN SCHEDULE OF VALUES

10.3.1 Only those items listed in the Schedule of Values are pay items.

10.3.2 Compensation for all work necessary for the completion of the project shall be included by the CM@R in the Schedule of Values for the items shown in the GMP.

10.4 PAYMENT FOR "EXTRA WORK" AND FOR "CHANGES IN THE WORK"

Payment for changes in the Work and for claims for extra Work will be made as stated in Part VI of these General Conditions.

10.5 ASSIGNMENT OF PAYMENTS

10.5.1 Claims for monies due or to become due CM@R may be assigned to a bank, trust company, or other financial institution, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment may be made to one (1) party as agent or trustee for two (2) or more parties participating in such financing.

10.5.2 No assignment by CM@R of any Contract to be entered into hereunder, or of any part thereof, or of funds to be received thereunder by CM@R will be recognized by GILBERT unless such assignment has had prior consent of GILBERT and the surety has been given notice of such assignment in writing and has consented thereto in writing.

10.6 FINAL PAYMENT AND CONTRACT CLOSEOUT

10.6.1 When CM@R determines that the Contract is complete and all items on the punch list have been satisfied, or contends that such items are not required by the Contract Documents,

CM@R shall submit a request for final payment.

- 10.6.2 Simultaneously with CM@R'S request for final payment, CM@R shall submit the following items to PM/CM:
- 10.6.2.1 Red-lined record drawings.
 - 10.6.2.2 Guarantees and Warranties.
 - 10.6.2.3 Three sets of documentation completely covering the operation and maintenance of the mechanical and electrical installation and all other equipment required by the Special Conditions to be furnished with such manuals. The documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into "systems" on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.
 - 10.6.2.4 Affidavit Regarding Settlement of Claims.
 - 10.6.2.5 Other items required by the Special Conditions.
- 10.6.3 Upon receipt of the submittals required in Section 10.6.2, PM/CM shall prepare a written estimate of the sum due to CM@R. This estimate shall take into account the Contract Price, as adjusted by any Change Orders, amounts already paid, and sums to be retained for incomplete Work, liquidated damages, and for any other cause under the Contract Documents. PM/CM shall prepare a statement of final inspection, stating that the work has been given a final inspection, that CM@R has submitted the required documents, setting forth with detail any deviations in the Work as completed from the Contract Documents, and estimating the cost of correction of such deviations. PM/CM'S statement shall be transmitted to GILBERT along with CM@R'S request for final payment. PM/CM shall provide a copy of the statement of final inspection and PM/CM'S estimate of the sum due to CM@R.
- 10.6.4 If CM@R contests the estimate of sums due prepared by PM/CM, within seven (7) days following delivery to CM@R of PM/CM'S estimate of the sum due, CM@R shall file its protest in writing with Town Clerk, setting forth in detail all grounds alleged by him to justify an adjustment to PM/CM'S final estimate. Failure to file a protest within the seven (7) days specified above shall constitute a waiver and acceptance by CM@R of PM/CM'S estimate.
- 10.6.5 Neither acceptance of, nor payment for, the Work or any part thereof, nor any extension of time, nor any possession taken by GILBERT shall operate as a waiver of any of the provisions of the Contract Documents, nor shall a waiver of any breach of the contract be held to be a waiver of any other or subsequent breach. Acceptance by GILBERT shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of the Contract Documents.
- 10.6.6 The making of final payment shall constitute a waiver of Claims by GILBERT except those arising from liens, Claims, security interests or encumbrances arising out of the Contract and

unsettled; failure of the Work to comply with the requirements of the Contract Documents; or terms of special warranties required by the Contract Documents.

- 10.6.7 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-1.01.:

TECHNICAL SPECIFICATIONS

EXHIBIT A

Attachment A – Construction Phase Scope

The work consists of reconstructing Guadalupe Road from Arizona Avenue to just West of McQueen Road, as well as reconstructing Obispo Avenue from Arizona Avenue to Guadalupe Road. The reconstruction will consist of new roadway subgrade and pavement, new pavement marking and signing. Improvements also include the reconstruction of curb ramps and driveways, and the installation of new pedestrian push buttons at existing signal crossings. Existing streetlights will be replaced within the limits of reconstruction. There is also existing water valve replacements within the project limits. The project includes roadway maintenance up to the existing UPRR tracks. The project will also rehabilitate the existing subgrade and pavement above the existing box culvert golf cart crossing at Kokopelli Golf Course. The project includes replacement of existing turf between the curb and sidewalk with new landscape and irrigation improvements.

EXHIBIT B



McQueen and Guadalupe ST-1770 GMP 1 Submittal



ID	Task Name	Duration	Start	Finish	1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023					Half 1, 2024					Half 2, 2024				
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J
1	MCQUEEN AND GUADALUPE TOWN OF GILBERT PROJECT	772 days	Tue 1/4/22	Thu 1/16/25																														
27	PRECONSTRUCTION ST 1910 MCQ & GUAD	616 days	Tue 1/4/22	Tue 6/4/24	PRECONSTRUCTION ST 1910 M																													
2	PRECONSTRUCTION ST1770 GUADALUPE	403 days	Tue 6/14/22	Tue 1/16/24	6/14 1/16																													
3	PRE-GMP SUBMITTAL TASK ITEMS	110 days	Tue 6/14/22	Wed 11/16/22	PRE-GMP SUBMITTAL TASK ITEMS																													
26	UPRR ITS CROSSING PERMIT/ KM PERMIT	150 days	Fri 9/9/22	Wed 4/12/23	9/9 UPRR ITS CROSSING PERMIT/ KM PERMIT																													
25	UPRR CONSENT LETTER (EXPIRES)	0 days	Fri 10/21/22	Fri 10/21/22	◆ UPRR CONSENT LETTER (EXPIRES)																													
23	100% GMP RECONCILE	20 days	Thu 11/17/22	Fri 12/16/22	11/17 100% GMP RECONCILE																													
24	TOWN REVIEW GMP W / THIRD PARTY ESTIMATOR	27 days	Mon 12/19/22	Thu 1/26/23	12/19 TOWN REVIEW GMP W / THIRD PARTY ESTIMATOR																													
21	COUNCIL PREP TIME	18 days	Fri 1/27/23	Tue 2/21/23	1/27 COUNCIL PREP TIME																													
22	GMP 1 COUNCIL APPROVAL	0 days	Tue 2/21/23	Tue 2/21/23	◆ GMP 1 COUNCIL APPROVAL																													
17	WATER VALVE REPLACEMENT MATERIAL	65 days	Wed 2/22/23	Tue 5/23/23	2/22 WATER VALVE REPLACEMENT MATERIAL																													
18	RGRCP PROCUREMENT 60-48 (15 wks)	65 days	Wed 2/22/23	Tue 5/23/23	2/22 RGRCP PROCUREMENT 60-48 (15 wks)																													
19	EARLY PROCURE FOR WATER/RGRCP AT WELL DRAIN	60 days	Wed 2/22/23	Tue 5/16/23	2/22 EARLY PROCURE FOR WATER/RGRCP AT WELL DRAIN																													
20	PROCURE FIBER	228 days	Wed 2/22/23	Tue 1/16/24	2/22 PROCURE FIBER																													
79	CONSTRUCTION ST 1770 GUADALUPE	213 days	Fri 3/24/23	Thu 1/25/24	CONSTRUCTION ST 1770 GUADALUPE																													
80	ST1770 START UP	20 days	Fri 3/24/23	Thu 4/20/23	3/24 ST1770 START UP																													

Project: McQueen and Guadalupe
Date: Sat 1/28/23

Task		Project Summary		Critical Split		Path Driven Successor Milestone Task	
Split		Inactive Summary		Path Driving Predecessor Milestone Task		Path Driven Successor Summary Task	
Milestone		Deadline		Path Driving Predecessor Summary Task		Path Driven Successor Normal Task	
Summary		Critical		Path Driving Predecessor Normal Task		Progress	



McQueen and Guadalupe ST-1770 GMP 1 Submittal



ID	Task Name	Duration	Start	Finish	1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023					Half 1, 2024					Half 2, 2024				
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J
82	OBISPO/COLORADO	82 days	Fri 4/21/23	Wed 8/16/23																														
83	LANDSCAPE CUT AND CAP NORTH SIDE	5 days	Fri 4/21/23	Thu 4/27/23																														
84	RAMPS AND VALLEY GUTTER AZ AV/OBISPO NORTH HALF	7 days	Tue 4/25/23	Wed 5/3/23																														
85	GRADE SIDEWALK NORTH SIDE 200+50 TO 209+50	7 days	Tue 4/25/23	Wed 5/3/23																														
86	F/P/S SIDEWALK NORTH 200+50 TO 203+00	3 days	Fri 4/28/23	Tue 5/2/23																														
87	DWY 203+00 N R&R	5 days	Wed 5/3/23	Tue 5/9/23																														
88	DWY 204+90 N R&R	5 days	Thu 5/4/23	Wed 5/10/23																														
89	F/P/S SIDEWALK N 203+00 TO 205+00	2 days	Thu 5/11/23	Fri 5/12/23																														
90	F/P/S SIDEWALK 205+00 TO 209+00	3 days	Thu 5/11/23	Mon 5/15/23																														
91	DWY 209+00 N R&R	5 days	Tue 5/16/23	Mon 5/22/23																														
92	RAMPS AND VALLEY GUTTER AZ AV/OBISPO SOUTH HALF	7 days	Tue 5/23/23	Thu 6/1/23																														
93	RAMPS 204+90 S R&R	3 days	Wed 5/24/23	Fri 5/26/23																														
107	WATER VALVE REPLACE WORK	5 days	Wed 5/24/23	Wed 5/31/23																														
94	RAMPS 207+40 S R &R	3 days	Tue 5/30/23	Thu 6/1/23																														
95	RAMPS 209+00 S R&R	4 days	Tue 5/30/23	Fri 6/2/23																														
96	DWY 211+60 S R&R	10 days	Mon 6/5/23	Fri 6/16/23																														
98	DWY 301+90 R&R	7 days	Mon 6/5/23	Tue 6/13/23																														
99	DWY 311+30 R&R	5 days	Wed 6/14/23	Tue 6/20/23																														

Project: McQueen and Guadalupe Date: Sat 1/28/23	Task		Project Summary		Critical Split		Path Driven Successor Milestone Task	
	Split		Inactive Summary		Path Driving Predecessor Milestone Task		Path Driven Successor Summary Task	
	Milestone		Deadline		Path Driving Predecessor Summary Task		Path Driven Successor Normal Task	
	Summary		Critical		Path Driving Predecessor Normal Task		Progress	



McQueen and Guadalupe ST-1770 GMP 1 Submittal



ID	Task Name	Duration	Start	Finish	1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023					Half 1, 2024					Half 2, 2024				
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J
152	SET UP MIDBLOCK TO SOUTH SIDE	0 days	Mon 8/7/23	Mon 8/7/23	<div style="display: flex; justify-content: space-between;"> ◆ SET UP MIDBLOCK TO SOUTH SIDE </div>																													
153	LOWER UTILITIES	2 days	Tue 8/8/23	Wed 8/9/23	<div style="display: flex; justify-content: space-between;"> 8/8 ■ LOWER UTILITIES </div>																													
133	FIESTA NORTH VALLEY GUTTER/APRONS	8 days	Wed 8/9/23	Fri 8/18/23	<div style="display: flex; justify-content: space-between;"> 8/9 ■ FIESTA NORTH VALLEY GUTTER/APRONS </div>																													
144	ITS INSTALLATION	20 days	Wed 8/9/23	Wed 9/6/23	<div style="display: flex; justify-content: space-between;"> 8/9 ■ ITS INSTALLATION </div>																													
154	REMOVE ASPHALT (24,000 SY)	4 days	Thu 8/10/23	Tue 8/15/23	<div style="display: flex; justify-content: space-between;"> 8/10 ■ REMOVE ASPHALT (24,000 SY) </div>																													
155	ROADWAY EXC (16,000 CY)	13 days	Wed 8/16/23	Fri 9/1/23	<div style="display: flex; justify-content: space-between;"> 8/16 ■ ROADWAY EXC (16,000 CY) </div>																													
134	FIESTA NORTH RAMPS/ SCUPPER	5 days	Mon 8/21/23	Fri 8/25/23	<div style="display: flex; justify-content: space-between;"> 8/21 ■ FIESTA NORTH RAMPS/ SCUPPER </div>																													
135	DWY 127+50 R&R	3 days	Mon 8/28/23	Wed 8/30/23	<div style="display: flex; justify-content: space-between;"> 8/28 ■ DWY 127+50 R&R </div>																													
140	SL FOUNDATIONS NORTH	6 days	Mon 8/28/23	Tue 9/5/23	<div style="display: flex; justify-content: space-between;"> 8/28 ■ SL FOUNDATIONS NORTH </div>																													
136	DWY 132+40 R&R	4 days	Thu 8/31/23	Wed 9/6/23	<div style="display: flex; justify-content: space-between;"> 8/31 ■ DWY 132+40 R&R </div>																													
156	FINISH SUBGRADE	12 days	Tue 9/5/23	Wed 9/20/23	<div style="display: flex; justify-content: space-between;"> 9/5 ■ FINISH SUBGRADE </div>																													
141	SL CONDUIT REWORK NORTH	6 days	Wed 9/6/23	Wed 9/13/23	<div style="display: flex; justify-content: space-between;"> 9/6 ■ SL CONDUIT REWORK NORTH </div>																													
131	SRP 54" CIPP (188FT) - RCP 139+00 Kokopelli	7 days	Thu 9/7/23	Fri 9/15/23	<div style="display: flex; justify-content: space-between;"> 9/7 ■ SRP 54" CIPP (188FT) - RCP 139+00 Kokopelli </div>																													
142	SL INSTALL NEW/ REMOVE OLD NORTH	3 days	Thu 9/14/23	Mon 9/18/23	<div style="display: flex; justify-content: space-between;"> 9/14 ■ SL INSTALL NEW/ REMOVE OLD NORTH </div>																													
137	KOKOPELLI DWY RT TURN R&R	10 days	Mon 9/18/23	Fri 9/29/23	<div style="display: flex; justify-content: space-between;"> 9/18 ■ KOKOPELLI DWY RT TURN R&R </div>																													
157	P/F ABC (22,200 TN)	20 days	Thu 9/21/23	Wed 10/18/23	<div style="display: flex; justify-content: space-between;"> 9/21 ■ P/F ABC (22,200 TN) </div>																													
138	PED RAMPS KOKOPELLI DWY 139+00	3 days	Wed 9/27/23	Fri 9/29/23	<div style="display: flex; justify-content: space-between;"> 9/27 ■ PED RAMPS KOKOPELLI DWY 139+00 </div>																													
132	SRP 54" CIPP (90FT) - RCP 145+00 El Dorado	6 days	Mon 10/9/23	Mon 10/16/23	<div style="display: flex; justify-content: space-between;"> 10/9 ■ SRP 54" CIPP (90FT) - RCP 145+00 El Dorado </div>																													

Project: McQueen and Guadalupe Date: Sat 1/28/23	Task		Project Summary		Critical Split		Path Driven Successor Milestone Task	
	Split		Inactive Summary		Path Driving Predecessor Milestone Task		Path Driven Successor Summary Task	
	Milestone		Deadline		Path Driving Predecessor Summary Task		Path Driven Successor Normal Task	
	Summary		Critical		Path Driving Predecessor Normal Task		Progress	



McQueen and Guadalupe ST-1770 GMP 1 Submittal



ID	Task Name	Duration	Start	Finish	1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023					Half 1, 2024					Half 2, 2024				
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J
179	SET MID BLOCK TO NORTH	0 days	Thu 10/26/23	Thu 10/26/23	◆ SET MID BLOCK TO NORTH																													
180	LOWER UTILITIES	2 days	Fri 10/27/23	Mon 10/30/23	10/27 ■ LOWER UTILITIES																													
181	REMOVE ASPHALT (24,000 SY)	4 days	Tue 10/31/23	Fri 11/3/23	10/31 ■ REMOVE ASPHALT (24,000 SY)																													
175	SL FOUNDATION SOUTH	6 days	Mon 11/6/23	Mon 11/13/23	11/6 ■ SL FOUNDATION SOUTH																													
182	ROADWAY EXC (16,000 CY)	13 days	Mon 11/6/23	Wed 11/22/23	11/6 ■ ROADWAY EXC (16,000 CY)																													
176	SL CONDUIT REWORK SOUTH	6 days	Tue 11/14/23	Tue 11/21/23	11/14 ■ SL CONDUIT REWORK SOUTH																													
177	SL INSTALL NEW/REMOVE OLD SOUTH	3 days	Wed 11/22/23	Tue 11/28/23	11/22 ■ SL INSTALL NEW/REMOVE OLD SOUTH																													
183	FINISH SUBGRADE	12 days	Mon 11/27/23	Tue 12/12/23	11/27 ■ FINISH SUBGRADE																													
178	LANDSCAPE RESTORATION SOUTH	40 days	Wed 11/29/23	Thu 1/25/24	11/29 ■ LANDSCAPE RESTORATION SOUTH																													
184	P/F ABC (22,200 TN)	20 days	Wed 12/13/23	Thu 1/11/24	12/13 ■ P/F ABC (22,200 TN)																													
185	PAVE BASE ASPHALT (4000 TN)	3 days	Fri 1/12/24	Tue 1/16/24	1/12 ■ PAVE BASE ASPHALT (4000 TN)																													
186	PAVE SURFACE ASPHALT (3000 TN)	3 days	Wed 1/17/24	Fri 1/19/24	1/17 ■ PAVE SURFACE ASPHALT (3000 TN)																													
81	SUBSTANTIAL COMPLETION ST 1770	0 days	Thu 1/25/24	Thu 1/25/24	◆ SUBSTANTIAL COMPLETION ST 1770																													
187	CONSTRUCTION ST 1910 MCQ & GUAD	242 days	Mon 2/5/24	Thu 1/16/25	-----																													

Project: McQueen and Guadalupe Date: Sat 1/28/23	Task		Project Summary		Critical Split		Path Driven Successor Milestone Task	
	Split		Inactive Summary		Path Driving Predecessor Milestone Task		Path Driven Successor Summary Task	
	Milestone		Deadline		Path Driving Predecessor Summary Task		Path Driven Successor Normal Task	
	Summary		Critical		Path Driving Predecessor Normal Task		Progress	

EXHIBIT C

Attachment C – Construction Phase Personnel List

Guadalupe Road Arizona Avenue to McQueen Road Roadway Reconstruction

Town of Gilbert
Project # ST1770

Proposed Personnel for Construction Services

Position		Direct Cost Labor Rate (Hourly)
Project Manager	Jesus Orci	\$103.91
Project Engineer	Kollin Kirchhardt	\$76.26
Project Superintendent	Keith Samples	\$99.96

EXHIBIT D

CHANGE ORDER NO. _____
(Construction Manager at Risk)

PROJECT:
DATE:
OWNER: Town of Gilbert
PROJECT NO:
CONTRACT NO:
CM@R: (Name)
CONTRACT DATED:
PM/CM:

CHANGES: The CONTRACT is changed as follows: (Insert brief description)

COST/TIME: Original CONTRACT SUM: \$ _____
Previously Authorized CHANGE ORDERS: \$ _____
CONTRACT Price prior to this CHANGE ORDER: \$ _____
CHANGE ORDER # Amount: \$ _____
New Contract Price: \$ _____

CONTRACT TIME will be increased by:
SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

PM/CM: _____
(Name) (Date)
CM@R: _____
(Name) (Date)
GILBERT: _____
(Name) (Date)

Not valid until signed by both GILBERT and PM/CM. Signature of CM@R indicates acceptance, including CONTRACT PRICE and CONTRACT TIME.

CM@R agrees that the adjustment of the GMP and Contract Time reflected in this Change Order represents the entire and complete adjustment of the GMP and Contract Time for the changes set forth in this Change Order. The adjustment of the GMP includes all direct costs of labor materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes all adjustments of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes.

**TOWN OF GILBERT, ARIZONA
CM@R'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS**

PROJECT Guadalupe Road: Arizona Avenue to McQueen Road
ST1710

To Town of Gilbert, Arizona
Engineering Department:

The undersigned hereby certifies that (1) all lawful claims for MATERIALS, rental of equipment and labor used in connection with the construction of the above PROJECT, whether by SUBCONTRACTOR or claimant in person, have been duly discharged; and (2) to the best of undersigned's knowledge, there are not any disputed or unresolved claims of any type for MATERIALS, equipment or labor in connection with this PROJECT.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the CONTRACT, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described PROJECT. The undersigned further agrees to indemnify and save harmless Town of Gilbert against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said GILBERT may suffer arising out of the failure of the undersigned to pay for all labor performance and MATERIALS furnished for the performance of said installation.

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

CM@R
By: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

Notary Public

My Commission Expires:

ATTACHMENT "D" GMP 1 WORKSHEET

Project Name: Guadalupe & McQueen

1/30/2023 Rev 1

Project Location: Guadalupe Road from Arizona Ave to Just West of McQueen

CIP Project No: ST1770

Contract No:

A. Direct Costs:	Amount
A1 Labor and Burden	\$ 1,580,122
A2 Equipment (Owned and Rented)	\$ 1,228,861
A3 Material, Supplies, and Fees	\$ 1,658,505
A4 Subcontracts	\$ 4,346,347
A5 Allowances & Contingencies	\$ 1,151,878
A. - Total of Direct Costs:	\$ 9,965,712
B. General Conditions:	5.00% \$ 498,286
Subtotal 1 (Cost Of The Work)	\$ 10,463,998
C. Contractor's Fee:	4.25% \$ 444,720
Subtotal 2	\$ 10,908,718
D. Bonds and Insurance Allowances:	
D1 Bonds	0.83% \$ 90,542
D2 Insurance	1.08% \$ 117,814
D. - Bonds & Insurance Allowance Total:	\$ 208,357
Subtotal 3	11.16% \$ 11,117,074
E. Sales Tax	
E1 Sales Tax	5.07% \$ 563,636
E2 Tax Credits	\$ 15,359
E. - Sales Tax Total:	\$ 548,277
F. GMP Proposal:	\$ 11,665,351
G. Preconstruction Services:	\$ 323,126
H. Previous GMP's:	\$
I. Total Project Cost	\$ 11,988,477

NOTES:

1. Contractor to fill in highlighted areas only:

- a. Direct Costs (A) to be completed as the cost estimate is developed.
- b. Indirect Cost (B, C and D) percentages to be established during preconstruction phase negotiations.

2. Formulas Used in Calculations:

- Subtotal 1 = A + B
- Contractor's Fee (C) = C Percentage x Subtotal 1
- Subtotal 2 = C + Subtotal 1
- Bond & Insurance Allowances = D Percentages x Subtotal 2
- Subtotal 3 = D + Subtotal 2
- Sales Tax (E1) = Subtotal 3 x 5.07%
- GMP Proposal (F) = Subtotal 3 + E
- Preconstruction Services (G) is Contractor's costs associated with that phase.
- Previous GMP's (H) includes total cost of previous approved GMP's
- Total Project Cost (I) = F + G + H



**Guadalupe Road Arizona Avenue to McQueen Road
Roadway Reconstruction & Improvements**

Guaranteed Maximum Price (GMP)

GMP 1

REV 1

Project No: ST1770

Submitted: February 01, 2023

Hunter
CONTRACTING CO.

701 N. Cooper Rd.
Gilbert, AZ 85233
Phone: 480-892-0521
Fax: 480-892-4932

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Attachment E - Schedule of Values

Item No.	Item Description	Unit	100% DATE: 1/30/2023		
			HCC Quantity	Unit Price	Amount
1	REMOVE CACTUS	EA	1	\$ 1,113.71	\$ 1,113.71
2	REMOVE TREE, DIAMETER > 12" - QTY PER PLAN COMMENTS	EA	5	\$ 4,020.99	\$ 20,104.95
3	ROADWAY EXCAVATION (KOKOPELLI BOX CULVERT)	CY	377	\$ 46.05	\$ 17,360.85
4	FILL CONSTRUCTION (KOKOPELLI BOX CULVERT)	CY	377	\$ 123.74	\$ 46,649.98
5	PREPARE SUBGRADE & INSTALL 3" AC/6" AB	SY	150	\$ 157.61	\$ 23,641.50
6	PAVEMENT STRUCTURAL SECTION NO. 1	SY	34,739	\$ 81.44	\$ 2,829,144.16
7	PAVEMENT STRUCTURAL SECTION NO. 2	SY	10320	\$ 33.41	\$ 344,791.20
8	PAVEMENT STRUCTURAL SECTION NO. 3	SY	230	\$ 238.97	\$ 54,963.10
9	PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 4" THICK	SF	103	\$ 33.19	\$ 3,418.57
10	PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 9" THICK	SF	19222	\$ 13.83	\$ 265,840.26
11	VERTICAL CURB & GUTTER, MAG DET 220, TYPE A, H=6"	LF	2,627	\$ 29.08	\$ 76,393.16
12	VERTICAL CURB & GUTTER, MAG DET 220, TYPE A, H=4"	LF	123	\$ 29.11	\$ 3,580.53
13	CONCRETE RIBBON CURB, MAG DET 220, TYPE B	LF	12	\$ 58.51	\$ 702.12
14	SINGLE CURB, MAG DET 222, TYPE A	LF	227	\$ 57.87	\$ 13,136.49
15	CONCRETE HEADER CURB, MATCH EXISTING	LF	141	\$ 9.61	\$ 1,355.01
16	MOUNTABLE CURB & GUTTER, MAG DET 220, TYPE E	LF	44	\$ 54.42	\$ 2,394.48
17	CONCRETE SIDEWALK, MAG DET 230	SF	33291	\$ 6.87	\$ 228,709.17
18	DRIVEWAY ENTRANCE, MAG DET 250	SF	653	\$ 12.89	\$ 8,417.17
19	CONCRETE DRIVEWAY, TOG DET 210	SF	3739	\$ 13.16	\$ 49,205.24
20	CONCRETE DRIVEWAY (SIDEWALK ONLY), TOG DET 210	SF	1510	\$ 13.60	\$ 20,536.00
21	SIDEWALK RAMP, MAG DET 237-1	EA	18	\$ 5,281.97	\$ 95,075.46
22	SIDEWALK RAMP, MAG DET 237-3	EA	2	\$ 6,009.45	\$ 12,018.90
23	SIDEWALK RAMP, MAG DET 238-1	EA	1	\$ 3,779.31	\$ 3,779.31
24	SIDEWALK RAMP, MAG DET 238-3	EA	1	\$ 2,175.22	\$ 2,175.22
25	SIDEWALK RAMP, SPECIAL DETAIL	EA	4	\$ 1,401.76	\$ 5,607.04
26	DETECTABLE WARNING PANEL	SF	100	\$ 48.74	\$ 4,874.00
27	DECORATIVE CONCRETE, PATTERN, COLOR AND MATERIAL TO MATCH EXISTING	SF	502	\$ 18.57	\$ 9,322.14
28	CONCRETE APRON AND VALLEY GUTTER, MAG DET 240	SF	1,973	\$ 13.89	\$ 27,404.97
29	ADJUST MANHOLE FRAME & COVER, MAG DET 422	EA	25	\$ 2,192.34	\$ 54,808.50
30	ADJUST VALVE BOX & COVER, MAG DET 391-1-A	EA	15	\$ 544.97	\$ 8,174.55
31	ADJUST GAS VALVE TO GRADE	EA	1	\$ 544.97	\$ 544.97
32	REMOVE AC PAVEMENT	SY	46564	\$ 5.72	\$ 266,346.08
33	REMOVE PORTION OF CATCH BASIN PER SPECIAL DETAIL	EA	3	\$ 4,467.95	\$ 13,403.85
34	REMOVE SCUPPER	EA	2	\$ 358.00	\$ 716.00
35	REMOVE CONCRETE CURB AND GUTTER	LF	2855	\$ 5.86	\$ 16,730.30
36	REMOVE VALLEY GUTTER	SF	5516	\$ 3.93	\$ 21,677.88
37	REMOVE CONCRETE SINGLE CURB	LF	224	\$ 8.73	\$ 1,955.52
38	REMOVE CONCRETE SIDEWALK AND SIDEWALK RAMPS	SF	34281	\$ 2.43	\$ 83,302.83
39	REMOVE CONCRETE DRIVEWAY	SF	11599	\$ 4.14	\$ 48,019.86
40	REMOVE CONCRETE SPILLWAY	LF	51	\$ 73.16	\$ 3,731.16
41	REMOVE DECORATIVE CONCRETE	SF	612	\$ 4.36	\$ 2,668.32
42	REMOVE LIGHT POLE	EA	61	\$ 499.98	\$ 30,498.78
43	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	37	\$ 95.00	\$ 3,515.00
44	REPLACE SIGN PANEL	EA	1	\$ 70.00	\$ 70.00
45	REMOVE EXISTING TURF	SF	89,025	\$ 0.88	\$ 78,342.00
46	REMOVE EXISTING ROCK MULCH	CY	185	\$ 159.67	\$ 29,538.95
47	RELOCATE TRAFFIC SIGN, TOG DET GIL-227	EA	12	\$ 65.00	\$ 780.00
48	STREET LIGHTING PULL BOX (SRP STANDARD)	EA	48	\$ 824.96	\$ 39,598.08
49	POLE, ROUND TAPERED (TOWN OF GILBERT STANDARD DETAIL NO. GIL-901)	EA	48	\$ 3,019.86	\$ 144,953.28
50	MAST ARM, 8'X8' (TOWN OF GILBERT DETAIL NO. GIL-921)	EA	48	\$ 974.95	\$ 46,797.60
51	LED LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE-0-8-B5-30-A-DKBZ)	EA	17	\$ 334.98	\$ 5,694.66
52	LED LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE-0-16-B5-30-A-DKBZ)	EA	31	\$ 364.98	\$ 11,314.38
53	ELECTRICAL CONDUIT 1" (W/NYLON ROPE) (TRENCH) (STREET LIGHTING)	LF	480	\$ 32.00	\$ 15,360.00
54	ELECTRICAL CONDUIT 2.5" (W/NYLON ROPE) (TRENCH) (STREET LIGHTING)	LF	5067	\$ 25.00	\$ 126,675.00
55	POLE FOUNDATION (TOWN OF GILBERT STANDARD DETAIL NO. GIL-932)	EA	48	\$ 2,399.89	\$ 115,194.72
56	REMOVE PAINT STRIPE	LF	22	\$ 14.00	\$ 308.00
57	4" WHITE TRAFFIC PAINT STRIPE	LF	24,605	\$ 0.24	\$ 5,905.20
58	4" YELLOW TRAFFIC PAINT STRIPE	LF	16850	\$ 0.24	\$ 4,044.00
59	PAINT SYMBOL (SHARED LANE MARKING)	EA	16	\$ 119.99	\$ 1,919.84
60	PAINT SYMBOL (LEFT TURN ARROW)	EA	3	\$ 70.00	\$ 210.00
61	PAINT SYMBOL (RIGHT TURN ARROW)	EA	3	\$ 70.00	\$ 210.00
62	PAINT SYMBOL (BIKE LANE MARKING SYMBOL)	EA	30	\$ 154.99	\$ 4,649.70
63	PAINT MEDIAN BULLNOSE	EA	2	\$ 119.99	\$ 239.98
64	4" WHITE THERMOPLASTIC TRAFFIC STRIPE	LF	24605	\$ 0.65	\$ 15,993.25
65	4" YELLOW THERMOPLASTIC TRAFFIC STRIPE	LF	16850	\$ 0.65	\$ 10,952.50
66	THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW	EA	3	\$ 209.99	\$ 629.97
67	THERMOPLASTIC/PREFORMED SYMBOL RIGHT TURN ARROW	EA	3	\$ 209.99	\$ 629.97
68	THERMOPLASTIC/PREFORMED SYMBOL (SHARED LANE MARKING)	EA	16	\$ 264.99	\$ 4,239.84
69	THERMOPLASTIC/PREFORMED SYMBOL (BIKE LANE MARKING SYMBOL)	EA	30	\$ 264.99	\$ 7,949.70
70	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	EA	209	\$ 4.25	\$ 888.25
71	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)	EA	212	\$ 4.25	\$ 901.00
72	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE H, YELLOW, 1-WAY)	EA	354	\$ 4.25	\$ 1,504.50
73	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE BB, BLUE, 2-WAY)	EA	24	\$ 10.00	\$ 240.00
74	PERFORATED SIGN POST, TOG DET GIL-227	LF	357	\$ 9.71	\$ 3,466.47
75	PERFORATED SIGN POST FOUNDATION, TOG DET GIL-227	EA	34	\$ 184.99	\$ 6,289.66
76	FLAT SHEET ALUMINUM SIGN PANEL, DIAMOND GRADE	SF	321	\$ 19.60	\$ 6,291.60
77	PAINT SYMBOL (RAILROAD MARKING SYMBOL)	EA	2	\$ 264.99	\$ 529.98
78	THERMOPLASTIC/PREFORMED SYMBOL (RAILROAD MARKING SYMBOL)	EA	2	\$ 649.97	\$ 1,299.94
79	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) (FIESTA BLVD)	EA	4	\$ 5,554.75	\$ 22,219.00
80	AUDIBLE PEDESTRIAN PUSH BUTTON W/ SIGN (CAMPBELL GUARDIAN)	EA	8	\$ 1,199.94	\$ 9,599.52
81	FURNISH AND INSTALL IMSA CONDUCTORS (FIESTA BLVD)	LS	1	\$ 21,998.98	\$ 21,998.98
82	SCH. 40 PVC ELECTRICAL CONDUIT, 2" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	LF	70	\$ 55.00	\$ 3,850.00
83	SCH. 40 PVC ELECTRICAL CONDUIT, 2-3" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	LF	70	\$ 80.00	\$ 5,600.00
84	SCH. 40 PVC ELECTRICAL CONDUIT, 4" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	LF	35	\$ 68.00	\$ 2,380.00
85	2 INCH PVC FIBER OPTIC CONDUIT TOG DET GIL-831 (TRENCH)	LF	40	\$ 46.00	\$ 1,840.00
86	4-1 1/4 INCH MULTI-DUCT HDPE FIBER OPTIC CONDUIT (DIRECTIONAL DRILL)	LF	4690	\$ 46.50	\$ 218,085.00
87	4 INCH PVC FIBER OPTIC CONDUIT (DIRECTIONAL DRILL)	LF	4690	\$ 46.50	\$ 218,085.00
88	REMOVE PULL BOX	EA	2	\$ 299.99	\$ 599.98

Item No.	Item Description	Unit	100% DATE: 1/30/2023		
			HCC Quantity	Unit Price	Amount
89	NO. 7 PULL BOX, TOG DET GIL-842 AND GIL-843	EA	2	\$ 1,499.93	\$ 2,999.86
90	ITS TYPE NO. 7 PULL BOX TOG DET GIL-841	EA	7	\$ 1,499.93	\$ 10,499.51
91	ITS TYPE NO. 9 VAULT TOG DET GIL-844	EA	3	\$ 8,599.60	\$ 25,798.80
92	REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON'S (FIESTA BLVD)	LS	1	\$ 2,699.87	\$ 2,699.87
93	PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805	EA	5	\$ 649.97	\$ 3,249.85
94	POLE FOUNDATION, TYPE PB (PUSH BUTTON), TOG DET GIL-805	EA	5	\$ 949.95	\$ 4,749.75
95	PAINT PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805 (TNEMEC - SERIES 1075U DARKBRONZE 86BR)	EA	5	\$ 849.96	\$ 4,249.80
96	SURVEY MARKER, MAG DET 120, TYPE B	EA	17	\$ 199.99	\$ 3,399.83
97	SURVEY MARKER, MAG DET 120, TYPE A	EA	1	\$ 549.97	\$ 549.97
98	LANDSCAPE ESTABLISHMENT - 120 DAYS	LS	1	\$ 13,984.31	\$ 13,984.31
99	SHRUBS - 1 GAL	EA	582	\$ 10.48	\$ 6,099.36
100	SHRUBS - 5 GAL	EA	2340	\$ 26.74	\$ 62,571.60
101	DECOMPOSED GRANITE, 3/4" SCREENED, MADISON GOLD	SY	12909	\$ 6.60	\$ 85,199.40
102	DECOMPOSED GRANITE, MATCH EXISTING SIZE & COLOR	SY	1385	\$ 8.73	\$ 12,091.05
103	LANDSCAPE / IRRIGATION RESTORATION	SY	3028	\$ 26.90	\$ 81,453.20
104	2" SCHEDULE 40 PVC IRRIGATION SLEEVE	LF	70	\$ 13.33	\$ 933.10
105	4" SCHEDULE 40 PVC IRRIGATION SLEEVE	LF	144	\$ 17.07	\$ 2,458.08
106	1" PVC IRRIGATION PIPE, SCHEDULE 40	LF	7381	\$ 3.06	\$ 22,585.86
107	3/4" PVC IRRIGATION PIPE, SCHEDULE 40	LF	4921	\$ 3.06	\$ 15,058.26
108	2" PVC IRRIGATION PIPE, SCHEDULE 40	LF	410	\$ 6.43	\$ 2,636.30
109	RAIN BIRD XCZ-101-PRF DRIP CONTROL VALVE KIT, 1"	EA	35	\$ 303.92	\$ 10,637.20
110	FLUSH END CAP	EA	93	\$ 12.99	\$ 1,208.07
111	RAIN BIRD EMT 6XERI 6 OUTLET MANIFOLD WITH XERI BUG EMITTER	EA	690	\$ 32.98	\$ 22,756.20
112	CONCRETE SCUPPER, MAG DET 206, S/W=6', 1-4' CURB OPENING	EA	2	\$ 4,401.17	\$ 8,802.34
113	CONCRETE SCUPPER SPILLWAY, MAG DET 206, 1-4' CURB OPENING	LF	19	\$ 110.13	\$ 2,092.47
114	CONCRETE SCUPPER, MAG DET 206, W=4' MODIFIED PER SPECIAL DETAIL	EA	4	\$ 4,584.24	\$ 18,336.96
115	INSTALL PORTION OF CATCH BASIN PER SPECIAL DETAIL	EA	3	\$ 4,249.57	\$ 12,748.71
116	REMOVE AND REPLACE EXISTING WATER VALVE	EA	19	\$ 4,724.41	\$ 89,763.79
117	REMOVE TEE AND REPLACE WATER PIPE	EA	1	\$ 8,414.40	\$ 8,414.40
118	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 25,918.81	\$ 25,918.81
119	CONTRACTOR QUALITY CONTROL	LS	1	\$ 101,159.35	\$ 101,159.35
120	PUBLIC INFORMATION AND NOTIFICATION	LS	1	\$ 19,175.52	\$ 19,175.52
121	MOBILIZATION/DEMobilIZATION	LS	1	\$ 263,826.23	\$ 263,826.23
122	CLEARING AND GRUBBING	LS	1	\$ 4,999.77	\$ 4,999.77
123	MAINTENANCE OF TRAFFIC	LS	1	\$ 147,041.07	\$ 147,041.07
124	RAILROAD FLAGGING	LS	1	\$ 34,774.40	\$ 34,774.40
125	R&R 60" CIPP WITH RGRCP (SRP JOB NO. 2200083)	LF	243	\$ 787.96	\$ 191,474.28
126	R&R 54" CIPP WITH RGRCP (SRP JOB NO. 2200083)	LF	274	\$ 587.39	\$ 160,944.86
127	R&R 36" CIPP WITH RGRCP (SRP JOB NO. 2200083)	LF	80	\$ 546.02	\$ 43,681.60
128	R&R 24" CIPP WITH RGRCP (SRP JOB NO. 2200083)	LF	75	\$ 503.70	\$ 37,777.50
129	R&R EXISTING MANHOLE (SRP JOB NO. 2200083)	EA	1	\$ 16,133.04	\$ 16,133.04
130	SRP WELL SITE MANHOLE AND LATERAL	LS	1	\$ 79,558.38	\$ 79,558.38
131	STORM WATER POLLUTION PROTECTION PLAN (SWPPP)	LS	1	\$ 28,221.25	\$ 28,221.25
	SUBTOTAL COST OF CONSTRUCTION				\$ 7,618,391.75
	SITE FACILITIES & MANAGEMENT				
132	CONSTRUCTION WATER	MO	9	\$ 7,022.79	\$ 63,205.11
133	CONSTRUCTION FIELD LAYOUT (GPS)	MO	9	\$ 1,213.27	\$ 10,919.43
134	PICK-UP BROOM JOBSITE MAINTENANCE	HR	396	\$ 119.99	\$ 47,516.04
135	POTHOLING	LS	1	\$ 47,247.82	\$ 47,247.82
136	JOBSITE DUST CONTROL	LS	1	\$ 36,876.53	\$ 36,876.53
137	ONSITE OVERHEAD	MO	9	\$ 80,665.79	\$ 725,992.11
	TOTAL COST SITE FACILITIES & MANGEMENT				\$ 931,757.04
	ALLOWANCE ITEMS				
138	REMOVE CONCRETE CAP OVER BOX CULVERT ALLOWANCE	CY	70	\$ 104.18	\$ 7,292.60
139	JERSEY BARRIER - ROADWAY EXCAVATION ALLOWANCE (KOKOPELLI BOX)	LS	1	\$ 21,439.01	\$ 21,439.01
140	OFF-DUTY OFFICER ALLOWANCE	HR	600	\$ 96.00	\$ 57,600.00
141	MISC PERMITS (ALLOWANCE)	LS	1	\$ 9,999.54	\$ 9,999.54
142	SRP BYPASS PUMPING ALLOWANCE	LS	1	\$ 306,743.50	\$ 306,743.50
143	CTB ALLOWANCE FOR CEMENT > 4%	LS	1	\$ 18,575.15	\$ 18,575.15
	TOTAL COST ALLOWANCES				\$ 421,649.80
	TOTAL COST CONSTRUCTION				\$ 8,971,798.59
	CONTINGENCY				
144	PRICE ESCALATION CONTINGENCY	LS	1		\$ 191,628.00
145	CONTRACTORS CONTINGENCY (1%)	LS	1		\$ 90,000.00
146	OWNERS CONTINGENCY (5%)	LS	1		\$ 448,600.00
	TOTAL COST CONTINGENCY				\$ 730,228.00
	Long Lead Materials				
147	Purchase Materials Water Valve (95% CM Bid Item 107 Remove and Replace Existing Water Valve)	EA	20	\$ 3,754.15	\$ 75,083.00
148	Purchase Materials 12" Remove Tee & Replace (95% CM Bid Item 108 Remove Tee and Replace Water Pipe)	LS	1	\$ 2,604.84	\$ 2,604.84
149	Purchase Material 12" Water Vertical Re-Alignment Material (New Item Not in 95% CM per SRP Preliminary Well Site Plans)	LS	1	\$ 5,903.10	\$ 5,903.10
150	Purchase 60" Class V RGRCP	LF	243	\$ 354.29	\$ 86,092.47
151	Purchase 54" Class V RGRCP	LF	296	\$ 262.95	\$ 77,833.20
152	Purchase Material 24" Class V RGRCP	LF	256	\$ 63.16	\$ 16,168.96
	TOTAL COST LING LEAD MATERIALS				\$ 263,685.57
	TOTAL COST CONSTRUCTION WITH CONTINGENCY AND LONG LEAD MATERIALS				\$ 9,965,712.16

Attachment F - Estimate Detail

Hunter Contracting Co.
Detailed Estimate

Rev 1

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
1	REMOVE CACTUS	1.00	EA	\$1,113.76	\$1,113.76
1.1	Remove Cactus	1.00	EA	\$1,113.76	\$1,113.76
1.1.1	Remove Cactus	1.00	EA	\$443.76	\$443.76
1.1.2	Haul-Off Cactus	1.00	LD	\$670.00	\$670.00
2	REMOVE TREE, DIAMETER > 12" - QTY PER PLAN COMMENTS	5.00	EA	\$4,021.17	\$20,105.85
2.1	Remove Tree, Diameter > 12"	5.00	EA	\$4,021.17	\$20,105.85
3	ROADWAY EXCAVATION (KOKOPELLI BOX CULVERT)	377.00	CY	\$46.05	\$17,361.71
3.1	Roadway Excavation - Exc and Load	377.00	CY	\$22.94	\$8,648.35
3.2	Haul Roadway Excavation Spoils	31.00	LD	\$281.08	\$8,713.35
4	FILL CONSTRUCTION (KOKOPELLI BOX CULVERT)	377.00	CY	\$123.75	\$46,654.09
4.1	Purchase ABC	654.00	TN	\$23.35	\$15,270.90
4.2	Scarify and Compact Subgrade	172.00	SY	\$25.74	\$4,427.03
4.3	Purchase Filter Fabric	172.00	SY	\$4.19	\$720.00
4.4	Purchase Geogrid	11,424.00	SF	\$0.42	\$4,798.08
4.5	Place and Compact/Install Geogrid/Filter Fabric	377.00	CY	\$56.86	\$21,438.08
5	PREPARE SUBGRADE & INSTALL 3" AC/6" AB	150.00	SY	\$157.62	\$23,642.80
5.1	Pavement Structural Section - 6" AB, 3" AC - 7 Locations	150.00	SY	\$97.27	\$14,590.22
5.1.1	Fine grade Subgrade	150.00	SY	\$6.73	\$1,010.22
5.1.2	Place 3" Thick AC (Small Area)	150.00	SY	\$80.00	\$12,000.00
5.1.3	Paving Support	1.00	DY	\$1,580.00	\$1,580.00
5.2	Roadway Excavation	25.00	CY	\$66.48	\$1,662.01
5.2.1	Roadway Excavation	25.00	CY	\$47.05	\$1,176.30
5.2.2	Haul-Off Spoils	2.00	LD	\$242.85	\$485.71
5.3	Aggregate Base Course 6"	49.00	TN	\$150.83	\$7,390.57
5.3.1	Purchase ABC 6"	49.00	TN	\$23.35	\$1,144.15
5.3.2	Place & Compact ABC	49.00	TN	\$30.80	\$1,509.40
5.3.3	Finish Grade ABC	150.00	SY	\$31.58	\$4,737.02
6	PAVEMENT STRUCTURAL SECTION NO. 1	34,739.00	SY	\$81.44	\$2,829,137.38
6.1	Pavement Structural Section No. 1 - 12" AB, 5" AC	34,739.00	SY	\$42.84	\$1,488,309.69
6.1.1	Fine grade Subgrade	34,739.00	SY	\$3.20	\$111,054.79
6.1.2	Place 3" Thick AC (Mainline Crew)	34,739.00	SY	\$23.10	\$802,470.90
6.1.3	Place 2" Thick AC (Mainline Crew)	34,739.00	SY	\$16.00	\$555,824.00
6.1.4	Paving Support	12.00	DY	\$1,580.00	\$18,960.00
6.2	Roadway Excavation	13,896.00	CY	\$29.52	\$410,147.30
6.2.1	Roadway Excavation	13,896.00	CY	\$6.61	\$91,911.51
6.2.2	Load Roadway Spoils	13,896.00	CY	\$2.63	\$36,541.86
6.2.3	Haul-Off Spoils	1,158.00	LD	\$243.26	\$281,693.93
6.3	Tri-Axial Geogrid	34,739.00	SY	\$5.07	\$176,068.25
6.3.1	Purchase Geogrid	343,916.00	SF	\$0.42	\$144,444.72
6.3.2	Install Geogrid	38,213.00	SY	\$0.83	\$31,623.53
6.4	Aggregate Base Course 12"	22,493.00	TN	\$33.55	\$754,612.13
6.4.1	Purchase ABC 12" - Belly Dumps	11,247.00	TN	\$20.55	\$231,125.85
6.4.2	Purchase ABC 12" - Supers	11,246.00	TN	\$23.35	\$262,594.10
6.4.3	Place & Compact ABC	22,493.00	TN	\$6.51	\$146,374.45
6.4.4	Finish Grade ABC	34,739.00	SY	\$3.30	\$114,517.73
7	PAVEMENT STRUCTURAL SECTION NO. 2	10,320.00	SY	\$33.41	\$344,817.17
7.1	Pavement Structural Section No 1 Alternate - 8" CTB, 3" AC	10,320.00	SY	\$33.41	\$344,817.17
7.1.1	Fine grade Subgrade	10,320.00	SY	\$2.38	\$24,551.68
7.1.2	CTB Sub	10,320.00	SY	\$4.85	\$50,052.00
7.1.3	Support & Finish CTB	10,320.00	SY	\$1.42	\$14,610.00
7.1.4	Place 3" Thick AC (Mainline Crew)	10,320.00	SY	\$24.00	\$247,680.00
7.1.5	Paving Support	4.00	DY	\$1,580.00	\$6,320.00
7.1.6	Micro Fracturing Optional	10,320.00	SY	\$0.16	\$1,603.49
8	PAVEMENT STRUCTURAL SECTION NO. 3	230.00	SY	\$238.98	\$54,965.39
8.1	Pavement Structural Section No. 3 - 19" AB, 3" AC - 2 Locations	230.00	SY	\$99.10	\$22,792.71
8.1.1	Fine grade Subgrade	230.00	SY	\$8.79	\$2,022.71
8.1.2	Place 3" Thick AC (Small Area)	230.00	SY	\$80.00	\$18,400.00
8.1.3	Paving Support (Match Paving Production)	1.50	DY	\$1,580.00	\$2,370.00
8.2	Roadway Excavation	121.00	CY	\$67.12	\$8,121.84
8.2.1	Roadway Excavation	121.00	CY	\$47.05	\$5,693.29

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
8.2.2	Haul-Off Spoils	10.00	LD	\$242.85	\$2,428.55
8.3	Aggregate Base Course 19"	236.00	TN	\$101.91	\$24,050.84
8.3.1	Purchase ABC 19"	236.00	TN	\$23.35	\$5,510.60
8.3.2	Place & Compact ABC	236.00	TN	\$39.30	\$9,274.17
8.3.3	Finish Grade ABC	230.00	SY	\$40.29	\$9,266.07
9	PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 4" THICK	103.00	SF	\$33.19	\$3,418.08
9.1	Fine Grade for PCCP	103.00	SF	\$7.78	\$800.84
9.2	Install Portland Cement Concrete Pavement (PCCP) 4" Thick	103.00	SF	\$25.41	\$2,617.24
9.2.1	Purchase Materials Mag A	103.00	SF	\$3.08	\$317.00
9.2.2	FPS 4" PCCP	103.00	SF	\$22.33	\$2,300.24
10	PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 9" THICK	19,222.00	SF	\$13.83	\$265,866.55
10.1	Fine Grade for PCCP	19,222.00	SF	\$3.52	\$67,647.92
10.2	Install PCCP	19,222.00	SF	\$10.06	\$193,368.26
10.2.1	Purchase Materials Mag A	19,222.00	SF	\$5.47	\$105,048.23
10.2.2	FPS 9" PCCP	19,222.00	SF	\$4.59	\$88,320.03
10.3	Install Sleeper Slab - 4' Wide at Taper	6.00	EA	\$808.39	\$4,850.37
10.3.1	Purchase Materials Mag A	6.00	EA	\$232.32	\$1,393.92
10.3.2	FPS Sleeper Slab	284.00	SF	\$12.17	\$3,456.45
11	VERTICAL CURB & GUTTER, MAG DET 220, TYPE A, H=6"	2,627.00	LF	\$29.08	\$76,401.64
11.1	Grade for Curb/Curb & Gutter	2,627.00	LF	\$1.64	\$4,315.23
11.2	Curb & Gutter Mag Dtl 220 Type A, H=6"	2,627.00	LF	\$23.16	\$60,853.79
11.2.1	Hand Place - Curb & Gutter Mag Dtl 220 Type A, H=6"	2,627.00	LF	\$23.16	\$60,853.79
11.3	Backfill for Vertical Curb & Gutter	2,627.00	LF	\$4.28	\$11,232.63
12	VERTICAL CURB & GUTTER, MAG DET 220, TYPE A, H=4"	123.00	LF	\$29.11	\$3,580.71
12.1	Grade for Curb/Curb & Gutter	123.00	LF	\$1.64	\$202.05
12.2	Curb & Gutter Mag Dtl 220 Type A, H=4"	123.00	LF	\$23.19	\$2,852.74
12.2.1	Hand Place - Curb & Gutter Mag Dtl 220 Type A, H=4"	123.00	LF	\$23.19	\$2,852.74
12.3	Backfill for Vertical Curb	123.00	LF	\$4.28	\$525.93
13	CONCRETE RIBBON CURB, MAG DET 220, TYPE B	12.00	LF	\$58.51	\$702.18
13.1	Grade for Ribbon Curb	12.00	LF	\$7.36	\$88.34
13.2	Hand Place - Ribbon Curb Mag Dtl 220 Type B	12.00	LF	\$43.77	\$525.23
13.2.1	Purchase Hand Place Material	12.00	LF	\$7.92	\$95.00
13.2.2	Hand Place - Ribbon Curb MAG 220 Type B	12.00	LF	\$35.85	\$430.23
13.3	Backfill for Curb/Curb & Gutter	12.00	LF	\$7.38	\$88.61
14	SINGLE CURB, MAG DET 222, TYPE A	227.00	LF	\$57.87	\$13,136.20
14.1	Grade for Ingle Curb	227.00	LF	\$23.18	\$5,262.91
14.2	Hand Place - Concrete Single Curb Mag Dtl 222 Type A	227.00	LF	\$34.68	\$7,873.29
14.2.1	Purchase Hand Place Material	227.00	LF	\$5.27	\$1,195.53
14.2.2	Hand Place - Concrete Single Curb	227.00	LF	\$29.42	\$6,677.76
15	CONCRETE HEADER CURB, MATCH EXISTING	141.00	LF	\$9.61	\$1,355.01
15.1	Header Curb, 6" x 12" SUB	141.00	LF	\$9.61	\$1,355.01
16	MOUNTABLE CURB & GUTTER, MAG DET 220, TYPE E	44.00	LF	\$54.42	\$2,394.28
16.1	Grade for Curb/Curb & Gutter	44.00	LF	\$6.80	\$298.99
16.2	Hand Place - Mountable C&G, MAG Std. Dtl. 220-2 Type E	44.00	LF	\$40.80	\$1,795.38
16.2.1	Purchase Hand Place Material	44.00	LF	\$7.71	\$339.21
16.2.2	Hand Place - Curb & Gutter	44.00	LF	\$33.09	\$1,456.16
16.3	Backfill for Curb/Curb & Gutter	44.00	LF	\$6.82	\$299.92
17	CONCRETE SIDEWALK, MAG DET 230	33,291.00	SF	\$6.87	\$228,772.65
17.1	Grade for Sidewalk	33,291.00	SF	\$0.83	\$27,677.55
17.2	Hand Place - FPS Sidewalk Mag Dtl 230 or P-1230	33,291.00	SF	\$6.04	\$201,095.10
17.2.1	Purchase Materials Mag B (6" Thick)	33,291.00	SF	\$2.98	\$99,244.17
17.2.2	Hand Place - FPS Sidewalk	33,291.00	SF	\$3.06	\$101,850.93
18	DRIVEWAY ENTRANCE, MAG DET 250	653.00	SF	\$12.89	\$8,414.09
18.1	Driveway Entrance, MAG Det 250 (Commercial 9" Thick)	653.00	SF	\$12.89	\$8,414.09
18.1.1	Grade for Driveway Entrance	653.00	SF	\$3.48	\$2,270.66
18.1.2	Driveway Entrance Mag Dtl 250- Commercial 9" Thick Class A	653.00	SF	\$9.41	\$6,143.43
19	CONCRETE DRIVEWAY, TOG DET 210	3,739.00	SF	\$13.16	\$49,189.78
19.1	Grade for Driveway Entrance (No ABC)	3,739.00	SF	\$3.47	\$12,974.55
19.2	Driveway Entrance TOG Det 210 (8" Thick Conc) (Commercial/Industrial)	3,739.00	SF	\$8.41	\$31,459.79
19.2.1	Purchase Materials Mag A (8" Thick)	3,739.00	SF	\$3.99	\$14,933.45
19.2.2	FPS Driveway Entrance COM Dtl M-42	3,739.00	SF	\$4.42	\$16,526.34

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
19.3	Conduits for Driveway Entrance TOG Det 210 (2ea @ 3" dia)	600.00	LF	\$7.93	\$4,755.44
19.3.1	Purchase Conduit Material	600.00	LF	\$4.34	\$2,602.44
19.3.2	Install Conduits	600.00	LF	\$3.59	\$2,153.00
20	CONCRETE DRIVEWAY (SIDEWALK ONLY), TOG DET 210	1,510.00	SF	\$13.60	\$20,543.15
20.1	Grade for Driveway Entrance (No ABC) (Sidewalk Only)	1,510.00	SF	\$3.47	\$5,239.79
20.2	Driveway Entrance TOG Det 210 (8" Thick Conc) (Commercial/Industrial) (Sidewalk Only)	1,510.00	SF	\$10.13	\$15,303.36
20.2.1	Purchase Materials Mag A (8" Thick)	1,510.00	SF	\$3.99	\$6,031.14
20.2.2	FPS Driveway Entrance COM Dtl M-42	1,510.00	SF	\$6.14	\$9,272.22
21	SIDEWALK RAMP, MAG DET 237-1	18.00	EA	\$5,282.21	\$95,079.75
21.1	Grade for Sidewalk Ramp	7,572.00	SF	\$2.56	\$19,408.05
21.2	Sidewalk Ramp Mag 237-1	7,572.00	SF	\$9.99	\$75,671.70
21.2.1	Purchase Materials, Sidewalk Ramp (6" & Mag B)	7,572.00	SF	\$2.88	\$21,807.36
21.2.2	FPS Sidewalk Ramp	7,572.00	SF	\$5.31	\$40,218.54
21.2.3	Truncated Domes	280.00	SF	\$48.74	\$13,645.80
22	SIDEWALK RAMP, MAG DET 237-3	2.00	EA	\$6,009.73	\$12,019.46
22.1	Grade for Sidewalk Ramp	936.00	SF	\$2.57	\$2,402.83
22.2	Sidewalk Ramp Mag 237-3	936.00	SF	\$10.27	\$9,616.63
22.2.1	Purchase Materials, Sidewalk Ramp (6" & Mag B)	936.00	SF	\$2.88	\$2,695.68
22.2.2	FPS Sidewalk Ramp	936.00	SF	\$5.31	\$4,971.55
22.2.3	Truncated Domes	40.00	SF	\$48.74	\$1,949.40
23	SIDEWALK RAMP, MAG DET 238-1	1.00	EA	\$3,779.48	\$3,779.48
23.1	Grade for Sidewalk Ramp	306.00	SF	\$2.57	\$785.54
23.2	Sidewalk Ramp Mag 238-1	306.00	SF	\$9.78	\$2,993.94
23.2.1	Purchase Materials, Sidewalk Ramp (6" & Mag B)	306.00	SF	\$2.88	\$881.28
23.2.2	FPS Sidewalk Ramp	306.00	SF	\$5.31	\$1,625.31
23.2.3	Truncated Domes	10.00	SF	\$48.74	\$487.35
24	SIDEWALK RAMP, MAG DET 238-3	1.00	EA	\$2,175.32	\$2,175.32
24.1	Grade for Sidewalk Ramp	113.00	SF	\$2.57	\$290.09
24.2	Sidewalk Ramp Mag 238-3	113.00	SF	\$12.50	\$1,412.99
24.2.1	Purchase Materials, Sidewalk Ramp (6" & Mag B)	113.00	SF	\$2.88	\$325.44
24.2.2	FPS Sidewalk Ramp	113.00	SF	\$5.31	\$600.20
24.2.3	Truncated Domes	10.00	SF	\$48.74	\$487.35
24.3	6" x 12" Header Curb	15.00	LF	\$31.48	\$472.25
24.3.1	Grade for Curb/Curb & Gutter	15.00	LF	\$12.22	\$183.28
24.3.2	Hand Place - Header Curb	15.00	LF	\$19.26	\$288.97
25	SIDEWALK RAMP, SPECIAL DETAIL	4.00	EA	\$1,401.83	\$5,607.33
25.1	Grade for Sidewalk Ramp	340.00	SF	\$2.57	\$872.82
25.2	Sidewalk Ramp	340.00	SF	\$13.93	\$4,734.50
25.2.1	Purchase Materials, Sidewalk Ramp (6" & Mag B)	340.00	SF	\$2.88	\$979.20
25.2.2	FPS Sidewalk Ramp	340.00	SF	\$5.31	\$1,805.90
25.2.3	Truncated Domes	40.00	SF	\$48.74	\$1,949.40
26	DETECTABLE WARNING PANEL	100.00	SF	\$48.74	\$4,873.50
26.1	Truncated Domes	100.00	SF	\$48.74	\$4,873.50
27	DECORATIVE CONCRETE, PATTERN, COLOR AND MATERIAL TO MATCH EXISTING	502.00	SF	\$18.57	\$9,319.71
27.1	Grade for Driveway Entrance	502.00	SF	\$2.69	\$1,352.13
27.2	Driveway Entrance 9" Thick Decorative Concrete	502.00	SF	\$15.87	\$7,967.58
27.2.1	Purchase Materials Mag A (9" Thick)	502.00	SF	\$5.56	\$2,790.30
27.2.2	FPS Driveway Entrance COP Dtl P-1255	502.00	SF	\$10.31	\$5,177.28
28	CONCRETE APRON AND VALLEY GUTTER, MAG DET 240	1,973.00	SF	\$13.89	\$27,406.87
28.1	Grade for Valley Gutter/Aprons	1,973.00	SF	\$3.69	\$7,281.63
28.2	Valley Gutter Mag Dtl 240	1,973.00	SF	\$10.20	\$20,125.25
28.2.1	Purchase Materials Mag A	1,973.00	SF	\$4.26	\$8,413.55
28.2.2	FPS Valley Gutter/Aprons	1,973.00	SF	\$5.94	\$11,711.70
29	ADJUST MANHOLE FRAME & COVER, MAG DET 422	25.00	EA	\$2,192.44	\$54,811.00
29.1	Adjust Manhole Frame & Cover, MAG Det 422	25.00	EA	\$700.00	\$17,500.00
29.1.1	Adjustment - Manhole	25.00	EA	\$350.00	\$8,750.00
29.1.2	Prelower Manholes	25.00	EA	\$350.00	\$8,750.00
29.2	Purchase New Ring and Covers	25.00	EA	\$1,417.44	\$35,436.00
29.3	Purchase Grade Rings	25.00	EA	\$75.00	\$1,875.00
30	ADJUST VALVE BOX & COVER, MAG DET 391-1-A	15.00	EA	\$545.00	\$8,175.00
30.1	Adjust Valve Box & Cover, MAG Det 391-1-A Between Lifts	15.00	EA	\$545.00	\$8,175.00

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
30.1.1	Adjustments - Water Valve	15.00	EA	\$295.00	\$4,425.00
30.1.2	Prelower Water Valves	15.00	EA	\$250.00	\$3,750.00
31	ADJUST GAS VALVE TO GRADE	1.00	EA	\$545.00	\$545.00
31.1	Adjust Gas Valve to Grade	1.00	EA	\$545.00	\$545.00
31.1.1	Adjust Gas Valve to Grade	1.00	EA	\$295.00	\$295.00
31.1.2	Prelower Gas Valve	1.00	EA	\$250.00	\$250.00
32	REMOVE AC PAVEMENT	46,564.00	SY	\$5.72	\$266,147.10
32.1	Remove AC Pavement (5" Thick)	35,813.00	SY	\$6.16	\$220,434.82
32.1.1	Sawcut Asphalt Pavement @ 5" Depth	380.00	LF	\$1.00	\$380.00
32.1.2	Remove AC w/ Loader (5%)	1,791.00	SY	\$7.81	\$13,994.59
32.1.3	Mill Asphalt 5"	34,022.00	SY	\$5.45	\$185,419.90
32.1.4	Miller Support	34,022.00	SY	\$0.61	\$20,640.32
32.2	Remove AC Pavement (3" Thick)	10,751.00	SY	\$4.25	\$45,712.29
32.2.1	Sawcut Asphalt Pavement @ 3" Depth	554.00	LF	\$0.60	\$332.40
32.2.2	Remove AC w/ Loader (5%)	538.00	SY	\$5.53	\$2,977.49
32.2.3	Mill Asphalt 3"	10,214.00	SY	\$4.15	\$42,402.40
33	REMOVE PORTION OF CATCH BASIN PER SPECIAL DETAIL	3.00	EA	\$4,468.15	\$13,404.46
33.1	Remove Catch Basin	3.00	EA	\$4,468.15	\$13,404.46
33.1.1	Sawcut Curb & Gutter (2cuts/each)	6.00	EA	\$20.00	\$120.00
33.1.2	Wall Cut Existing Catch Basin	3.00	EA	\$768.00	\$2,304.00
33.1.3	Remove Catch Basin & Load	3.00	EA	\$3,260.32	\$9,780.96
33.1.4	Purchase AC Patch	3.00	TN	\$296.50	\$889.50
33.1.5	Haul-Off Catch Basin	1.00	LD	\$310.00	\$310.00
34	REMOVE SCUPPER	2.00	EA	\$358.02	\$716.04
34.1	Remove Concrete Pavement	91.00	SF	\$7.87	\$716.04
34.1.1	Sawcut Concrete @ 10" Depth	20.00	LF	\$7.50	\$150.00
34.1.2	Remove / Load Existing PCCP	91.00	SF	\$2.81	\$256.04
34.1.3	Haul-Off Concrete	1.00	LD	\$310.00	\$310.00
35	REMOVE CONCRETE CURB AND GUTTER	2,855.00	LF	\$5.86	\$16,729.88
35.1	Remove Concrete Curb and Gutter	2,855.00	LF	\$5.86	\$16,729.88
35.1.1	Sawcut Curb & Gutter	155.00	EA	\$20.00	\$3,100.00
35.1.2	Remove Existing Curb & Gutter / Load	2,855.00	LF	\$3.12	\$8,899.88
35.1.3	Haul-Off Curb & Gutter	17.00	LD	\$278.24	\$4,730.00
36	REMOVE VALLEY GUTTER	5,516.00	SF	\$3.93	\$21,663.46
36.1	Remove Valley Gutter	5,516.00	SF	\$3.93	\$21,663.46
36.1.1	Sawcut Concrete Valley Gutter	100.00	LF	\$6.75	\$675.00
36.1.2	Remove / Load Existing Valley Gutter & Apron	5,516.00	SF	\$2.95	\$16,252.71
36.1.3	Haul-Off Valley Gutter & Apron	19.00	LD	\$249.25	\$4,735.75
37	REMOVE CONCRETE SINGLE CURB	224.00	LF	\$8.73	\$1,956.52
37.1	Remove Concrete Single Curb	224.00	LF	\$8.73	\$1,956.52
37.1.1	Sawcut Curb	48.00	EA	\$18.00	\$864.00
37.1.2	Remove Existing Single Curb / Load	224.00	LF	\$3.49	\$782.52
37.1.3	Haul-Off Single Curb	1.00	LD	\$310.00	\$310.00
38	REMOVE CONCRETE SIDEWALK AND SIDEWALK RAMPS	34,281.00	SF	\$2.43	\$83,216.55
38.1	Remove Sidewalk	34,281.00	SF	\$2.43	\$83,216.55
38.1.1	Sawcut Concrete @ 4" Depth	2,136.00	LF	\$4.00	\$8,544.00
38.1.2	Remove / Load Existing Sidewalk	34,281.00	SF	\$1.56	\$53,624.12
38.1.3	Haul-Off Sidewalk	81.00	LD	\$259.86	\$21,048.43
39	REMOVE CONCRETE DRIVEWAY	11,599.00	SF	\$4.14	\$48,018.26
39.1	Remove Concrete Pavement	11,599.00	SF	\$4.14	\$48,018.26
39.1.1	Sawcut Concrete @ 9" Depth	400.00	LF	\$6.75	\$2,700.00
39.1.2	Remove / Load Existing PCCP	11,599.00	SF	\$2.91	\$33,743.65
39.1.3	Haul-Off Driveway	41.00	LD	\$282.31	\$11,574.62
40	REMOVE CONCRETE SPILLWAY	51.00	LF	\$73.16	\$3,731.39
40.1	Remove Concrete Ditch Lining	51.00	LF	\$73.16	\$3,731.39
40.1.1	Sawcut Concrete @ 9" Depth	40.00	LF	\$6.75	\$270.00
40.1.2	Remove and Load	51.00	LF	\$55.71	\$2,841.39
40.1.3	Haul-Off	2.00	LD	\$310.00	\$620.00
41	REMOVE DECORATIVE CONCRETE	612.00	SF	\$4.36	\$2,670.42
41.1	Remove Concrete Pavement	612.00	SF	\$4.36	\$2,670.42
41.1.1	Sawcut Concrete @ 9" Depth	40.00	LF	\$6.75	\$270.00

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
41.1.2	Remove / Load Existing PCCP	612.00	SF	\$2.91	\$1,780.42
41.1.3	Haul-Off Driveway	2.00	LD	\$310.00	\$620.00
42	REMOVE LIGHT POLE	61.00	EA	\$500.00	\$30,500.00
42.1	Remove Light Pole	61.00	EA	\$500.00	\$30,500.00
42.1.1	Remove Light Pole SUB	61.00	EA	\$500.00	\$30,500.00
43	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	37.00	EA	\$95.00	\$3,515.00
43.1	Remove & Salvage Traffic Sign Assembly	37.00	EA	\$95.00	\$3,515.00
44	REPLACE SIGN PANEL	1.00	EA	\$70.00	\$70.00
44.1	Replace Sign Panel SUB	1.00	EA	\$70.00	\$70.00
45	REMOVE EXISTING TURF	89,025.00	SF	\$0.88	\$78,342.00
45.1	Remove Existing Turf & Haul Off SUB	89,025.00	SF	\$0.23	\$20,475.75
45.1.1	Remove Existing Turf SUB	89,025.00	SF	\$0.23	\$20,475.75
45.1.2	Haul-Off Spoils Turf	46.00	LD	\$0.00	\$0.00
45.2	Herbicide SUB	89,025.00	SF	\$0.00	\$0.00
45.3	Round Up SUB	89,025.00	SF	\$0.65	\$57,866.25
46	REMOVE EXISTING ROCK MULCH	185.00	CY	\$159.68	\$29,540.20
46.1	Remove Existing Rock Mulch	185.00	CY	\$129.84	\$24,020.20
46.1.1	Remove Existing Rock Mulch SUB	185.00	CY	\$109.77	\$20,307.45
46.1.2	Clear & Grub	185.00	CY	\$20.07	\$3,712.75
46.2	Haul-Off Spoils Rock Mulch	16.00	LD	\$345.00	\$5,520.00
47	RELOCATE TRAFFIC SIGN, TOG DET GIL-227	12.00	EA	\$65.00	\$780.00
47.1	Relocate Traffic sign SUB	12.00	EA	\$65.00	\$780.00
48	STREET LIGHTING PULL BOX (SRP STANDARD)	48.00	EA	\$825.00	\$39,600.00
48.1	Street Lighting Pull Box SUB	48.00	EA	\$825.00	\$39,600.00
49	POLE, ROUND TAPERED (TOWN OF GILBERT STANDARD DETAIL NO. GIL-901)	48.00	EA	\$3,020.00	\$144,960.00
49.1	Street Light Pole SUB	48.00	EA	\$3,020.00	\$144,960.00
50	MAST ARM, 8'X8' (TOWN OF GILBERT DETAIL NO. GIL-921)	48.00	EA	\$975.00	\$46,800.00
50.1	Mast Arm SUB	48.00	EA	\$975.00	\$46,800.00
51	LED LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE-0-8-B5-30-A-DKBZ)	17.00	EA	\$335.00	\$5,695.00
51.1	Luminaire (GE EVOLVE-0-8-B5-30-A-DKBZ) SUB	17.00	EA	\$335.00	\$5,695.00
52	LED LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE-0-16-B5-30-A-DKBZ)	31.00	EA	\$365.00	\$11,315.00
52.1	Luminaire (GE EVOLVE-0-16-B5-30-A-DKBZ) SUB	31.00	EA	\$365.00	\$11,315.00
53	ELECTRICAL CONDUIT 1" (W/NYLON ROPE) (TRENCH) (STREET LIGHTING)	480.00	LF	\$32.00	\$15,360.00
53.1	1" Electrical Conduit SUB	480.00	LF	\$32.00	\$15,360.00
54	ELECTRICAL CONDUIT 2.5" (W/NYLON ROPE) (TRENCH) (STREET LIGHTING)	5,067.00	LF	\$25.00	\$126,675.00
54.1	2.5" Electrical Conduit SUB	5,067.00	LF	\$25.00	\$126,675.00
55	POLE FOUNDATION (TOWN OF GILBERT STANDARD DETAIL NO. GIL-932)	48.00	EA	\$2,400.00	\$115,200.00
55.1	Pole Foundation SUB	48.00	EA	\$2,400.00	\$115,200.00
56	REMOVE PAINT STRIPE	22.00	LF	\$14.00	\$308.00
56.1	Remove Paint Stripe SUB	22.00	LF	\$14.00	\$308.00
57	4" WHITE TRAFFIC PAINT STRIPE	24,605.00	LF	\$0.24	\$5,905.20
57.1	4" White Traffic Paint Stripe SUB	24,605.00	LF	\$0.24	\$5,905.20
58	4" YELLOW TRAFFIC PAINT STRIPE	16,850.00	LF	\$0.24	\$4,044.00
58.1	4" Yellow Traffic Paint Stripe SUB	16,850.00	LF	\$0.24	\$4,044.00
59	PAINT SYMBOL (SHARED LANE MARKING)	16.00	EA	\$120.00	\$1,920.00
59.1	Paint Symbol - Shared Lane Marking SUB	16.00	EA	\$120.00	\$1,920.00
60	PAINT SYMBOL (LEFT TURN ARROW)	3.00	EA	\$70.00	\$210.00
60.1	Paint Symbol - Left Turn Arrow SUB	3.00	EA	\$70.00	\$210.00
61	PAINT SYMBOL (RIGHT TURN ARROW)	3.00	EA	\$70.00	\$210.00
61.1	Paint Symbol - Right Turn Arrow SUB	3.00	EA	\$70.00	\$210.00
62	PAINT SYMBOL (BIKE LANE MARKING SYMBOL)	30.00	EA	\$155.00	\$4,650.00
62.1	Paint Symbol - Bike Lane SUB	30.00	EA	\$155.00	\$4,650.00
63	PAINT MEDIAN BULLNOSE	2.00	EA	\$120.00	\$240.00
63.1	Paint Median Bullnose SUB	2.00	EA	\$120.00	\$240.00
64	4" WHITE THERMOPLASTIC TRAFFIC STRIPE	24,605.00	LF	\$0.65	\$15,993.25
64.1	4" White Thermoplastic Traffic Stripe SUB	24,605.00	LF	\$0.65	\$15,993.25
65	4" YELLOW THERMOPLASTIC TRAFFIC STRIPE	16,850.00	LF	\$0.65	\$10,952.50
65.1	4" Yellow Thermoplastic Traffic Stripe SUB	16,850.00	LF	\$0.65	\$10,952.50
66	THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW	3.00	EA	\$210.00	\$630.00
66.1	Thermoplastic Left Turn Symbol SUB	3.00	EA	\$210.00	\$630.00
67	THERMOPLASTIC/PREFORMED SYMBOL RIGHT TURN ARROW	3.00	EA	\$210.00	\$630.00

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
67.1	Thermoplastic Right Turn Symbol SUB	3.00	EA	\$210.00	\$630.00
68	THERMOPLASTIC/PREFORMED SYMBOL (SHARED LANE MARKING)	16.00	EA	\$265.00	\$4,240.00
68.1	Thermoplastic Shared Lane Symbol SUB	16.00	EA	\$265.00	\$4,240.00
69	THERMOPLASTIC/PREFORMED SYMBOL (BIKE LANE MARKING SYMBOL)	30.00	EA	\$265.00	\$7,950.00
69.1	Thermoplastic Bike Lane Symbol SUB	30.00	EA	\$265.00	\$7,950.00
70	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	209.00	EA	\$4.25	\$888.25
70.1	Type D RPM SUB	209.00	EA	\$4.25	\$888.25
71	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)	212.00	EA	\$4.25	\$901.00
71.1	Type G RPM SUB	212.00	EA	\$4.25	\$901.00
72	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE H, YELLOW, 1-WAY)	354.00	EA	\$4.25	\$1,504.50
72.1	Type H RPM SUB	354.00	EA	\$4.25	\$1,504.50
73	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE BB, BLUE, 2-WAY)	24.00	EA	\$10.00	\$240.00
73.1	Type BB RPM SUB	24.00	EA	\$10.00	\$240.00
74	PERFORATED SIGN POST, TOG DET GIL-227	357.00	LF	\$9.71	\$3,466.47
74.1	Perforated Sign Post SUB	357.00	LF	\$9.71	\$3,466.47
75	PERFORATED SIGN POST FOUNDATION, TOG DET GIL-227	34.00	EA	\$185.00	\$6,290.00
75.1	Perforated Sign Post Foundation SUB	34.00	EA	\$185.00	\$6,290.00
76	FLAT SHEET ALUMINUM SIGN PANEL, DIAMOND GRADE	321.00	SF	\$19.60	\$6,291.60
76.1	Aluminum Sign Panel SUB	321.00	SF	\$19.60	\$6,291.60
77	PAINT SYMBOL (RAILROAD MARKING SYMBOL)	2.00	EA	\$265.00	\$530.00
77.1	Paint RR Symbol SUB	2.00	EA	\$265.00	\$530.00
78	THERMOPLASTIC/PREFORMED SYMBOL (RAILROAD MARKING SYMBOL)	2.00	EA	\$650.00	\$1,300.00
78.1	Thermoplastic RR Symbol SUB	2.00	EA	\$650.00	\$1,300.00
79	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) (FIESTA BLVD)	4.00	EA	\$5,555.00	\$22,220.00
79.1	Internally Illuminated Street Sign SUB	4.00	EA	\$5,555.00	\$22,220.00
80	AUDIBLE PEDESTRIAN PUSH BUTTON W/ SIGN (CAMPBELL GUARDIAN)	8.00	EA	\$1,200.00	\$9,600.00
80.1	Ped Push Button w/Sign SUB	8.00	EA	\$1,200.00	\$9,600.00
81	FURNISH AND INSTALL IMSA CONDUCTORS (FIESTA BLVD)	1.00	LS	\$22,000.00	\$22,000.00
81.1	Furnish & Install IMSA Conductors SUB	1.00	LS	\$22,000.00	\$22,000.00
82	SCH. 40 PVC ELECTRICAL CONDUIT, 2" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	70.00	LF	\$55.00	\$3,850.00
82.1	2" Sch 40 Conduit - Traffic Signal SUB	70.00	LF	\$55.00	\$3,850.00
83	SCH. 40 PVC ELECTRICAL CONDUIT, 2-3" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	70.00	LF	\$80.00	\$5,600.00
83.1	(2) 3" Sch 40 Conduit - Traffic Signal SUB	70.00	LF	\$80.00	\$5,600.00
84	SCH. 40 PVC ELECTRICAL CONDUIT, 4" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	35.00	LF	\$68.00	\$2,380.00
84.1	4" Sch 40 Conduit - Traffic Signal SUB	35.00	LF	\$68.00	\$2,380.00
85	2 INCH PVC FIBER OPTIC CONDUIT TOG DET GIL-831 (TRENCH)	40.00	LF	\$46.00	\$1,840.00
85.1	2" PVC Fiber Optic Conduit SUB	40.00	LF	\$46.00	\$1,840.00
86	4-1 1/4 INCH MULTI-DUCT HDPE FIBER OPTIC CONDUIT (DIRECTIONAL DRILL)	4,690.00	LF	\$46.50	\$218,085.00
86.1	(4) 1.25" PVC Fiber Optic Conduit SUB	4,690.00	LF	\$46.50	\$218,085.00
87	4 INCH PVC FIBER OPTIC CONDUIT (DIRECTIONAL DRILL)	4,690.00	LF	\$46.50	\$218,085.00
87.1	4" PVC Fiber Optic Conduit SUB	4,690.00	LF	\$46.50	\$218,085.00
88	REMOVE PULL BOX	2.00	EA	\$300.00	\$600.00
88.1	Remove Pull Box SUB	2.00	EA	\$300.00	\$600.00
89	NO. 7 PULL BOX, TOG DET GIL-842 AND GIL-843	2.00	EA	\$1,500.00	\$3,000.00
89.1	No 7 Pull Box SUB	2.00	EA	\$1,500.00	\$3,000.00
90	ITS TYPE NO. 7 PULL BOX TOG DET GIL-841	7.00	EA	\$1,500.00	\$10,500.00
90.1	ITS No 7 Pull Box SUB	7.00	EA	\$1,500.00	\$10,500.00
91	ITS TYPE NO. 9 VAULT TOG DET GIL-844	3.00	EA	\$8,600.00	\$25,800.00
91.1	ITS No 9 Pull Box SUB	3.00	EA	\$8,600.00	\$25,800.00
92	REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON'S (FIESTA BLVD)	1.00	LS	\$2,700.00	\$2,700.00
92.1	Remove & Salvage Ped Push Buttons SUB	1.00	LS	\$2,700.00	\$2,700.00
93	PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805	5.00	EA	\$650.00	\$3,250.00
93.1	Pedestrian Push Button SUB	5.00	EA	\$650.00	\$3,250.00
94	POLE FOUNDATION, TYPE PB (PUSH BUTTON), TOG DET GIL-805	5.00	EA	\$950.00	\$4,750.00
94.1	Push Button Foundation SUB	5.00	EA	\$950.00	\$4,750.00
95	PAINT PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805 (TNEC - SERIES 1075U DARKBRONZE 86BR)	5.00	EA	\$850.00	\$4,250.00
95.1	Paint Push Button Post SUB	5.00	EA	\$850.00	\$4,250.00
96	SURVEY MARKER, MAG DET 120, TYPE B	17.00	EA	\$200.00	\$3,400.00
96.1	Survey Monument Mag Dtl 120- Type B	17.00	EA	\$200.00	\$3,400.00
97	SURVEY MARKER, MAG DET 120, TYPE A	1.00	EA	\$550.00	\$550.00
97.1	Survey Monument Mag Dtl 120- Type A	1.00	EA	\$550.00	\$550.00

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
98	LANDSCAPE ESTABLISHMENT - 120 DAYS	1.00	LS	\$13,984.96	\$13,984.96
98.1	Landscape Establishment - 120 Days SUB	1.00	LS	\$13,984.96	\$13,984.96
99	SHRUBS - 1 GAL	582.00	EA	\$10.48	\$6,099.36
99.1	1 Gallon Shrubs SUB	582.00	EA	\$10.48	\$6,099.36
100	SHRUBS - 5 GAL	2,340.00	EA	\$26.74	\$62,571.60
100.1	5 Gallon Shrubs SUB	2,340.00	EA	\$26.74	\$62,571.60
101	DECOMPOSED GRANITE, 3/4" SCREENED, MADISON GOLD	12,909.00	SY	\$6.60	\$85,199.40
101.1	1" Madison Gold DG SUB	12,909.00	SY	\$6.60	\$85,199.40
102	DECOMPOSED GRANITE, MATCH EXISTING SIZE & COLOR	1,385.00	SY	\$8.73	\$12,091.05
102.1	DG Sub - Match Existing	1,385.00	SY	\$8.73	\$12,091.05
103	LANDSCAPE / IRRIGATION RESTORATION	3,028.00	SY	\$26.90	\$81,448.04
103.1	Landscape/Irrigation Restoration SUB	3,028.00	SY	\$16.79	\$50,840.12
103.2	Valve Wiring and Retrofit	1.00	LS	\$4,950.00	\$4,950.00
103.3	Turf Restoration	2,124.00	SY	\$12.08	\$25,657.92
104	2" SCHEDULE 40 PVC IRRIGATION SLEEVE	70.00	LF	\$13.33	\$933.10
104.1	2" PVC Irrigation Sleeve SUB	70.00	LF	\$13.33	\$933.10
105	4" SCHEDULE 40 PVC IRRIGATION SLEEVE	144.00	LF	\$17.07	\$2,458.08
105.1	4" PVC Irrigation Sleeve SUB	144.00	LF	\$17.07	\$2,458.08
106	1" PVC IRRIGATION PIPE, SCHEDULE 40	7,381.00	LF	\$3.06	\$22,585.86
106.1	1" PVC Irrigation Pipe SUB	7,381.00	LF	\$3.06	\$22,585.86
107	3/4" PVC IRRIGATION PIPE, SCHEDULE 40	4,921.00	LF	\$3.06	\$15,058.26
107.1	3/4" Irrigation Pipe SUB	4,921.00	LF	\$3.06	\$15,058.26
108	2" PVC IRRIGATION PIPE, SCHEDULE 40	410.00	LF	\$6.43	\$2,636.30
108.1	2" PVC Irrigation Pipe SUB	410.00	LF	\$6.43	\$2,636.30
109	RAIN BIRD XCZ-101-PRF DRIP CONTROL VALVE KIT, 1"	35.00	EA	\$303.93	\$10,637.55
109.1	Rain Bird 1" Drip Control Valve Kit SUB	35.00	EA	\$303.93	\$10,637.55
110	FLUSH END CAP	93.00	EA	\$12.99	\$1,208.07
110.1	Flush End Cap SUB	93.00	EA	\$12.99	\$1,208.07
111	RAIN BIRD EMT 6XERI 6 OUTLET MANIFOLD WITH XERI BUG EMITTER	690.00	EA	\$32.98	\$22,756.20
111.1	Rain Bird 6 Outlet Manifold SUB	690.00	EA	\$32.98	\$22,756.20
112	CONCRETE SCUPPER, MAG DET 206, S/W=6', 1-4' CURB OPENING	2.00	EA	\$4,401.37	\$8,802.75
112.1	Grade for Scupper	192.00	SF	\$10.08	\$1,935.60
112.2	Scupper Mag Dtl 206 L=4' S/W=6"	2.00	EA	\$3,433.57	\$6,867.14
112.2.1	Purchase - Material Mag Dtl 206 L=4'	2.00	EA	\$1,268.80	\$2,537.60
112.2.2	FPS Scupper Mag Dtl 206 L=4'	2.00	EA	\$2,164.77	\$4,329.54
113	CONCRETE SCUPPER SPILLWAY, MAG DET 206, 1-4' CURB OPENING	19.00	LF	\$110.14	\$2,092.65
113.1	Excavate / Grade for Spillways	95.00	SF	\$4.51	\$428.83
113.2	Spillways	95.00	SF	\$15.27	\$1,451.06
113.2.1	Purchase - Material	95.00	SF	\$3.50	\$332.67
113.2.2	FPS Spillways	95.00	SF	\$11.77	\$1,118.39
113.3	Backfill Spillways	38.00	LF	\$5.60	\$212.77
114	CONCRETE SCUPPER, MAG DET 206, W=4' MODIFIED PER SPECIAL DETAIL	4.00	EA	\$4,584.45	\$18,337.79
114.1	Grade for Scupper	240.00	SF	\$10.08	\$2,419.50
114.2	Scupper Mag Dtl 206 L=4' S/W=6"	4.00	EA	\$3,979.57	\$15,918.29
114.2.1	Purchase - Material Mag Dtl 206 L=4'	4.00	EA	\$1,814.80	\$7,259.20
114.2.2	FPS Scupper Mag Dtl 206 L=4'	4.00	EA	\$2,164.77	\$8,659.09
115	INSTALL PORTION OF CATCH BASIN PER SPECIAL DETAIL	3.00	EA	\$4,249.76	\$12,749.29
115.1	Catch Basin	3.00	EA	\$4,249.76	\$12,749.29
115.1.1	Backfill	3.00	EA	\$194.60	\$583.80
115.1.2	Install - Catch Basin	3.00	EA	\$4,055.16	\$12,165.49
116	REMOVE AND REPLACE EXISTING WATER VALVE	19.00	EA	\$4,724.63	\$89,767.99
116.1	Purchase Valve Blocking Material	19.00	EA	\$100.25	\$1,904.75
116.2	Install Valve & Blocking	19.00	EA	\$3,860.96	\$73,358.24
116.3	Adjust Valve	19.00	EA	\$295.00	\$5,605.00
116.4	Trench Safety	19.00	EA	\$200.00	\$3,800.00
116.5	Backfill Material	170.00	TN	\$30.00	\$5,100.00
117	REMOVE TEE AND REPLACE WATER PIPE	1.00	EA	\$8,414.79	\$8,414.79
117.1	R&R 12" Water Line	1.00	EA	\$8,414.79	\$8,414.79
117.1.1	Purchase ABC	7.30	TN	\$26.04	\$190.12
117.1.2	Pothole	3.00	EA	\$344.00	\$1,032.00
117.1.3	Dig/Lay/Backfill - Incl. Removal of Existing	10.00	LF	\$667.98	\$6,679.84

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
117.1.4	Test	90.00	LF	\$2.59	\$232.83
117.1.5	Haul-Off	1.00	LD	\$280.00	\$280.00
118	CONSTRUCTION STAKES, LINES AND GRADES	1.00	LS	\$25,920.00	\$25,920.00
118.1	Survey, RLS	1.00	LS	\$25,920.00	\$25,920.00
119	CONTRACTOR QUALITY CONTROL	1.00	LS	\$101,164.00	\$101,164.00
119.1	Field Technician	1,024.00	HR	\$60.00	\$61,440.00
119.2	Professional Engineer	24.00	HR	\$136.00	\$3,264.00
119.3	Project Manager	36.00	HR	\$96.00	\$3,456.00
119.4	Administration	73.00	HR	\$38.00	\$2,774.00
119.5	Trip Charge	159.00	EA	\$0.00	\$0.00
119.6	Proctor, Standard Compaction Test	13.00	EA	\$125.00	\$1,625.00
119.7	Sieve Analysis	67.00	EA	\$110.00	\$7,370.00
119.8	Plasticity Index	62.00	EA	\$90.00	\$5,580.00
119.9	Specific Gravity Coarse Aggregates	5.00	EA	\$180.00	\$900.00
119.10	Cylinder Pick Up	38.00	EA	\$0.00	\$0.00
119.11	Concrete Compressive Strength (Set of 4)	38.00	EA	\$60.00	\$2,280.00
119.12	Marshall Density	25.00	EA	\$100.00	\$2,500.00
119.13	Theoretical Max Density	25.00	EA	\$100.00	\$2,500.00
119.14	% Asphalt Binder	25.00	EA	\$150.00	\$3,750.00
119.15	Core Rig Equipment	6.00	DY	\$400.00	\$2,400.00
119.16	Core Thickness & Density	25.00	EA	\$25.00	\$625.00
119.17	Fractured Face	5.00	EA	\$140.00	\$700.00
120	PUBLIC INFORMATION AND NOTIFICATION	1.00	LS	\$19,176.40	\$19,176.40
120.1	Project Signs	1.00	EA	\$1,176.40	\$1,176.40
120.2	Public Relations Firm	9.00	MO	\$2,000.00	\$18,000.00
121	MOBILIZATION/DEMOBILIZATION	1.00	LS	\$263,870.84	\$263,870.84
121.1	HCC Equipment Mob	58.00	LD	\$770.71	\$44,700.96
121.2	CTB Sub Mob	2.00	EA	\$2,500.00	\$5,000.00
121.3	Milling Sub Mob	8.00	EA	\$850.00	\$6,800.00
121.4	Paving Sub Mob Mainline Crew	10.00	EA	\$2,600.00	\$26,000.00
121.5	Striping Mob	6.00	EA	\$2,200.00	\$13,200.00
121.6	Landscaping Sub Mob	1.00	LS	\$2,700.00	\$2,700.00
121.7	Electrical Sub Mob	1.00	LS	\$95,000.00	\$95,000.00
121.8	Sawcut Sub Mob	1.00	LS	\$1,200.00	\$1,200.00
121.9	Set-Up, Temp Facilities/Yard	1.00	LS	\$23,952.44	\$23,952.44
121.10	Clean - Up	2.00	DY	\$4,958.72	\$9,917.44
121.11	Paving Mobilization - Patch Crew	4.00	EA	\$2,600.00	\$10,400.00
121.12	Subcontractor Bond	1.00	LS	\$25,000.00	\$25,000.00
122	CLEARING AND GRUBBING	1.00	LS	\$5,000.00	\$5,000.00
122.1	Site Clearing & Grubbing	1.00	LS	\$5,000.00	\$5,000.00
123	MAINTENANCE OF TRAFFIC	1.00	LS	\$147,047.84	\$147,047.84
123.1	Per Setup (Awarded Per Day Price)	1.00	LS	\$0.00	\$0.00
123.2	Per Day	1.00	LS	\$147,047.84	\$147,047.84
123.2.1	Traffic Control Per Calendar Day	302.00	DY	\$450.00	\$135,900.00
123.2.2	Shadow Truck	22.00	DY	\$906.72	\$11,147.84
124	RAILROAD FLAGGING	1.00	LS	\$34,776.00	\$34,776.00
124.1	Railroad Flagging Allowance SUB	27.00	DY	\$1,288.00	\$34,776.00
125	R&R 60" CIPP WITH RGRCP (SRP JOB NO. 2200083)	243.00	LF	\$788.00	\$191,483.31
125.1	Remove Existing 60" Pipe	243.00	LF	\$304.12	\$73,901.35
125.1.1	Pothole Utilities	3.00	EA	\$533.65	\$1,600.94
125.1.2	Sawcut Existing Pipe	6.00	EA	\$560.00	\$3,360.00
125.1.3	Excavate Existing Pipe	776.96	CY	\$69.01	\$53,621.67
125.1.4	Haul-Off Spoils	41.93	LD	\$205.00	\$8,596.39
125.1.5	Haul-Off Concrete Pipe	16.13	LD	\$330.00	\$5,322.35
125.1.6	Trench Safety, by Day	5.00	DY	\$280.00	\$1,400.00
125.2	60" RGRCP	243.00	LF	\$279.29	\$67,866.28
125.2.1	60" RGRCP	243.00	LF	\$279.29	\$67,866.28
125.3	Pipe Collar, SRP Structural	6.00	EA	\$6,119.28	\$36,715.68
125.3.1	Purchase Materials	6.00	EA	\$1,391.40	\$8,348.40
125.3.2	Install Pipe Collar	6.00	EA	\$4,727.88	\$28,367.28
125.4	Vac Truck	52.00	HR	\$250.00	\$13,000.00

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
126	R&R 54" CIPP WITH RGRCP (SRP JOB NO. 2200083)	274.00	LF	\$587.42	\$160,952.41
126.1	Remove Existing 54" Pipe	274.00	LF	\$216.83	\$59,411.96
126.1.1	Pothole Utilities	2.00	EA	\$533.65	\$1,067.30
126.1.2	Sawcut Existing Pipe	4.00	EA	\$515.00	\$2,060.00
126.1.3	Excavate Existing Pipe	775.19	CY	\$50.05	\$38,800.80
126.1.4	Haul-Off Spoils	42.68	LD	\$205.00	\$8,750.10
126.1.5	Haul-Off Concrete Pipe	16.89	LD	\$285.00	\$4,813.77
126.1.6	Trench Safety, by Day	14.00	DY	\$280.00	\$3,920.00
126.2	54" RGRCP	274.00	LF	\$244.76	\$67,063.33
126.2.1	54" RGRCP	274.00	LF	\$244.76	\$67,063.33
126.3	Pipe Collar, SRP Structural (48" - 54") (no exc/bf)	4.00	EA	\$6,119.28	\$24,477.12
126.3.1	Purchase Materials	4.00	EA	\$1,391.40	\$5,565.60
126.3.2	Install Pipe Collar	4.00	EA	\$4,727.88	\$18,911.52
126.4	Vac Truck	40.00	HR	\$250.00	\$10,000.00
127	R&R 36" CIPP WITH RGRCP (SRP JOB NO. 2200083)	80.00	LF	\$546.05	\$43,683.79
127.1	Remove Existing 36" Pipe	80.00	LF	\$147.18	\$11,774.28
127.1.1	Pothole Utilities	1.00	EA	\$533.65	\$533.65
127.1.2	Sawcut Existing Pipe	2.00	EA	\$288.00	\$576.00
127.1.3	Excavate Existing Pipe	138.10	CY	\$54.47	\$7,521.76
127.1.4	Haul-Off Spoils	8.40	LD	\$205.00	\$1,722.00
127.1.5	Haul-Off Concrete Pipe	2.61	LD	\$330.00	\$860.87
127.1.6	Trench Safety, by Day (Delete One!)	2.00	DY	\$280.00	\$560.00
127.2	36" RGRCP	80.00	LF	\$324.72	\$25,977.72
127.2.1	36" RGRCP	80.00	LF	\$324.72	\$25,977.72
127.3	36" Pipe Collar, SRP Structural (no exc/bf)	2.00	EA	\$1,965.90	\$3,931.80
127.3.1	Purchase Materials	2.00	EA	\$781.74	\$1,563.48
127.3.2	Install Pipe Collar	2.00	EA	\$1,184.16	\$2,368.32
127.4	Vac Truck	8.00	HR	\$250.00	\$2,000.00
128	R&R 24" CIPP WITH RGRCP (SRP JOB NO. 2200083)	75.00	LF	\$503.72	\$37,778.70
128.1	Remove Existing 24" Pipe	75.00	LF	\$149.33	\$11,199.43
128.1.1	Pothole Utilities	1.00	EA	\$533.65	\$533.65
128.1.2	Sawcut Existing Pipe	2.00	EA	\$220.00	\$440.00
128.1.3	Excavate Existing Pipe	95.38	CY	\$78.86	\$7,521.76
128.1.4	Haul-Off Spoils	6.52	LD	\$205.00	\$1,336.96
128.1.5	Haul-Off Concrete Pipe	2.45	LD	\$330.00	\$807.07
128.1.6	Trench Safety, by Day (Delete One!)	2.00	DY	\$280.00	\$560.00
128.2	24" RGRCP	75.00	LF	\$252.51	\$18,938.48
128.2.1	24" RGRCP	75.00	LF	\$252.51	\$18,938.48
128.3	24" Pipe Collar, SRP Structural (no exc/bf)	2.00	EA	\$1,820.40	\$3,640.80
128.3.1	Purchase Materials	2.00	EA	\$636.24	\$1,272.48
128.3.2	Install Pipe Collar	2.00	EA	\$1,184.16	\$2,368.32
128.4	Vac Truck	16.00	HR	\$250.00	\$4,000.00
129	R&R EXISTING MANHOLE (SRP JOB NO. 2200083)	1.00	EA	\$16,133.78	\$16,133.78
129.1	Remove Existing Manhole	1.00	EA	\$1,768.52	\$1,768.52
129.1.1	Pothole Utilities	1.00	EA	\$533.65	\$533.65
129.1.2	Excavate Existing MH	3.20	CY	\$68.77	\$219.87
129.1.3	Haul-Off Spoils	1.00	LD	\$205.00	\$205.00
129.1.4	Haul-Off Concrete Pipe	1.00	LD	\$330.00	\$330.00
129.1.5	Trench Safety, by Day	3.00	DY	\$160.00	\$480.00
129.2	Manhole, 4 Sided, 10 vft	1.00	EA	\$14,365.26	\$14,365.26
129.2.1	Purchase Materials	1.00	EA	\$4,645.58	\$4,645.58
129.2.2	FPS - Manhole, 4 Sided	1.00	EA	\$9,719.68	\$9,719.68
130	SRP WELL SITE MANHOLE AND LATERAL	1.00	LS	\$79,562.05	\$79,562.05
130.1	Remove Existing 54" Pipe	19.00	LF	\$288.15	\$5,474.77
130.1.1	Pothole Utilities	1.00	EA	\$533.65	\$533.65
130.1.2	Sawcut Existing Pipe	2.00	EA	\$515.00	\$1,030.00
130.1.3	Excavate Existing Pipe	53.75	CY	\$50.05	\$2,690.57
130.1.4	Haul-Off Spoils	2.96	LD	\$205.00	\$606.76
130.1.5	Haul-Off Concrete Pipe	1.17	LD	\$285.00	\$333.80
130.1.6	Trench Safety, by Day (Delete One!)	1.00	DY	\$280.00	\$280.00
130.2	MH, 4-sided, 7 vft	1.00	EA	\$13,179.96	\$13,179.96

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
130.2.1	Purchase Materials	1.00	EA	\$3,835.24	\$3,835.24
130.2.2	FPS - Manhole, 4 Sided	1.00	EA	\$8,504.72	\$8,504.72
130.2.3	Trench Safety, by Day	3.00	DY	\$280.00	\$840.00
130.3	OTMH 1, 4-sided, 10 vft	1.00	EA	\$14,326.45	\$14,326.45
130.3.1	Excavate/Backfill MH	44.00	CY	\$69.64	\$3,064.08
130.3.2	Purchase Materials	1.00	EA	\$2,757.65	\$2,757.65
130.3.3	FPS - Manhole, 4 Sided	1.00	EA	\$8,504.72	\$8,504.72
130.4	24" RGRCP Lateral	96.00	LF	\$240.92	\$23,127.93
130.4.1	24" RGRCP	96.00	LF	\$240.92	\$23,127.93
130.5	48" RGRCP Stub out (East)	1.00	EA	\$11,141.68	\$11,141.68
130.5.1	48" RGRCP	8.00	LF	\$627.80	\$5,022.40
130.5.2	Pipe Collar, SRP Structural (48" - 54") (no exc/bf)	1.00	EA	\$6,119.28	\$6,119.28
130.6	54" RCRCP Connect to Existing (West)	1.00	EA	\$11,189.52	\$11,189.52
130.6.1	54" RGRCP	8.00	LF	\$633.78	\$5,070.24
130.6.2	Pipe Collar, SRP Structural (48" - 54") (no exc/bf)	1.00	EA	\$6,119.28	\$6,119.28
130.7	R&R Sidewalk	120.00	SF	\$9.35	\$1,121.73
130.7.1	Remove Sidewalk	120.00	SF	\$2.58	\$309.19
130.7.2	Concrete Sidewalk, MAG Det 230 - Mod 6" Thick	120.00	SF	\$6.77	\$812.54
131	STORM WATER POLLUTION PROTECTION PLAN (SWPPP)	1.00	LS	\$28,222.55	\$28,222.55
131.1	SWPPP Sub Mobilization	1.00	EA	\$0.00	\$0.00
131.2	SWPPP, Prevention Plan	1.00	EA	\$1,400.00	\$1,400.00
131.3	Generate and Install SWPPP Dust Sign	1.00	EA	\$660.00	\$660.00
131.4	Bi-Weekly Inspections	39.00	EA	\$170.00	\$6,630.00
131.5	Install Hydro sock	3,200.00	LF	\$2.30	\$7,360.00
131.6	Install Inlet Protection	30.00	EA	\$90.00	\$2,700.00
131.7	Provide Spill Kit	1.00	EA	\$525.00	\$525.00
131.8	Track out	1.00	EA	\$7,747.55	\$7,747.55
131.9	Concrete Wash Out	1.00	EA	\$1,200.00	\$1,200.00
132	CONSTRUCTION WATER	9.00	MO	\$7,023.11	\$63,208.00
132.1	Construction Water Town of Gilbert	9.00	MO	\$4,911.11	\$44,200.00
132.2	Klein Tanks	9.00	MO	\$2,112.00	\$19,008.00
133	CONSTRUCTION FIELD LAYOUT (GPS)	9.00	MO	\$1,213.33	\$10,920.00
133.1	GPS Model	1.00	LS	\$3,000.00	\$3,000.00
133.2	GPS Station	9.00	MO	\$880.00	\$7,920.00
134	PICK-UP BROOM JOBSITE MAINTENANCE	396.00	HR	\$120.00	\$47,520.00
134.1	Sweeper - Pick-up Broom	396.00	HR	\$120.00	\$47,520.00
135	POTHOLING	1.00	LS	\$47,250.00	\$47,250.00
135.1	Pothole Utilities	135.00	EA	\$350.00	\$47,250.00
136	JOBSITE DUST CONTROL	1.00	LS	\$36,878.23	\$36,878.23
136.1	Dust Control Permit (Maricopa,) over 10 acres	1.00	EA	\$3,855.00	\$3,855.00
136.2	Water Truck (Miscellaneous Dust Control)	9.00	MO	\$3,669.25	\$33,023.23
137	ONSITE OVERHEAD	9.00	MO	\$80,669.50	\$726,025.46
137.1	Supervision	9.00	MO	\$66,638.35	\$599,745.17
137.2	Temp Facilities	9.00	MO	\$8,805.00	\$79,245.00
137.3	Equipment Service	9.00	MO	\$5,226.14	\$47,035.30
138	REMOVE CONCRETE CAP OVER BOX CULVERT ALLOWANCE	70.00	CY	\$104.18	\$7,292.29
138.1	Hard Dig Allowance w/Breaker - 20' x 3'	70.00	CY	\$104.18	\$7,292.29
139	JERSEY BARRIER - ROADWAY EXCAVATION ALLOWANCE (KOKOPELLI BOX)	1.00	LS	\$21,440.00	\$21,440.00
139.1	Jersey Barrier - 150 LF	6.00	DY	\$3,573.33	\$21,440.00
140	OFF-DUTY OFFICER ALLOWANCE	600.00	HR	\$96.00	\$57,600.00
140.1	Off-Duty Officer Allowance	600.00	HR	\$96.00	\$57,600.00
141	MISC PERMITS (ALLOWANCE)	1.00	LS	\$10,000.00	\$10,000.00
141.1	RR Permit Allowance	1.00	EA	\$5,000.00	\$5,000.00
141.2	SRP Permit Allowance	1.00	LS	\$5,000.00	\$5,000.00
142	SRP BYPASS PUMPING ALLOWANCE	1.00	LS	\$306,757.64	\$306,757.64
142.1	Irrigation By-Pass Pumping East of McQueen	56.00	DY	\$2,852.48	\$159,738.82
142.1.1	Equipment Rental (2 12" and 2 8" Pumps) (1 - 18") 1330 LF	56.00	DY	\$904.50	\$50,652.00
142.1.2	Setup/Down & Fees	1.00	EA	\$22,880.00	\$22,880.00
142.1.3	Fuel Consumption Burn @ 5gal/hr (24hr x 5 x \$5.00/gal x 3ea)	28.00	DY	\$600.00	\$16,800.00
142.1.4	Pump Watch	28.00	DY	\$1,560.00	\$43,680.00
142.1.5	HCC Set-up & Support	1.50	DY	\$2,289.60	\$3,434.40

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
142.1.6	Maintenance Service @ 150hr/ea @ \$500.00ea	14.00	EA	\$500.00	\$7,000.00
142.1.7	Install and Remove Road Crossing	1.00	EA	\$15,292.42	\$15,292.42
142.2	Irrigation By-Pass Pumping West of McQueen	56.00	DY	\$2,625.34	\$147,018.82
142.2.1	Equipment Rental (2 12" and 2 8" Pumps) (1-18") 285 LF	56.00	DY	\$769.50	\$43,092.00
142.2.2	Setup/Down & Fees	1.00	EA	\$17,720.00	\$17,720.00
142.2.3	Fuel Consumption Burn @ 5gal/hr (24hr x 5 x \$5.00/gal x 3ea)	28.00	DY	\$600.00	\$16,800.00
142.2.4	Pump Watch	28.00	DY	\$1,560.00	\$43,680.00
142.2.5	HCC Set-up & Support	1.50	DY	\$2,289.60	\$3,434.40
142.2.6	Maintenance Service @ 150hr/ea @ \$500.00ea	14.00	EA	\$500.00	\$7,000.00
142.2.7	Install and Remove Road Crossing	1.00	EA	\$15,292.42	\$15,292.42
143	CTB ALLOWANCE FOR CEMENT > 4%	1.00	LS	\$18,576.00	\$18,576.00
143.1	CTB ALLOWANCE FOR CEMENT > 4%	1.00	LS	\$18,576.00	\$18,576.00
144	PRICE ESCALATION CONTINGENCY	1.00	LS	\$191,628.00	\$191,628.00
144.1	Asphalt Material Price Index Adjustment	1.00	LS	\$113,000.00	\$113,000.00
144.2	Concrete Material Escalation	1.00	LS	\$30,595.00	\$30,595.00
144.3	Concrete Material Fuel Surcharge	1.00	LS	\$20,397.00	\$20,397.00
144.4	Aggregate Material Escalation	1.00	LS	\$27,636.00	\$27,636.00
145	CONTRACTORS CONTINGENCY (1%)	1.00	LS	\$90,000.00	\$90,000.00
146	OWNERS CONTINGENCY (5%)	1.00	LS	\$448,600.00	\$448,600.00
147	Purchase Materials Water Valve (95% CM Bid Item 107 Remove and Replace Existing Water Valve)	20.00	EA	\$3,754.09	\$75,081.77
147.1	Purchase 12" Valve	9.00	EA	\$5,139.20	\$46,252.78
147.2	Purchase 8" Valve	8.00	EA	\$3,019.32	\$24,154.58
147.3	Purchase 6" Valve	3.00	EA	\$1,558.14	\$4,674.41
148	Purchase Materials 12" Remove Tee & Replace (95% CM Bid Item 108 Remove Tee and Replace Water Pipe)	1.00	LS	\$2,604.80	\$2,604.80
148.1	Purchase 12" Pipe & Fittings Complete	1.00	EA	\$2,604.80	\$2,604.80
149	Purchase Material 12" Water Vertical Re-Alignment Material (New Item Not in 95% CM per SRP Preliminary Well Site Plans)	1.00	LS	\$5,903.00	\$5,903.00
149.1	Purchase 12" Pipe & Fittings Complete - Well Site	36.00	LF	\$163.97	\$5,903.00
150	Purchase 60" Class V RGRCP	243.00	LF	\$354.29	\$86,091.60
150.1	Purchase 60" RGRCP (Includes 6 Additional Joints For Adjustments in the Field)	296.00	LF	\$290.85	\$86,091.60
151	Purchase 54" Class V RGRCP	296.00	LF	\$262.95	\$77,834.40
151.1	Purchase 54" RGRCP (Includes 4 Additional Joints For Adjustments in the Field)	296.00	LF	\$237.30	\$70,240.80
151.2	Purchase 54" RGRCP For SRP Well Site Modifications (Includes 2 Additional Joints For Adjustments in the Field)	32.00	LF	\$237.30	\$7,593.60
152	Purchase Material 24" Class V RGRCP	256.00	LF	\$63.16	\$16,170.00
152.1	Purchase 24" RGRCP (Includes 2 Additional Joints For Adjustments in the Field)	176.00	LF	\$57.75	\$10,164.00
152.2	Purchase 24" RGRCP For SRP Well Site Modifications (Includes 1 Additional Joints For Adjustments in the Field)	104.00	LF	\$57.75	\$6,006.00
					\$9,965,712.16

Attachment G – Subcontractor & Supplier Comparisons & Quotes

Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-133A - Guadalupe Road 100

Description: 100% - Arizona Ave to McQueen Road - Town of Gilbert

Cost Items

Quote Group: AC Sub

Award Complete Status:

Reviewed: Yes

Last Reviewed: 8/21/2022 11:24:55 AM

Quote Last Changed: 12/14/2022 4:50:19 AM

(1 of 1)

Quote Description:	AC Sub 100%	AC Sub 100%
Awarded Total:	1,672,774.90	0.00
Quoted Items Total:	1,672,774.90	1,694,841.00
Special Conditions:	0.00	0.00
Quoted Total:	1,672,774.90	1,694,841.00
Last Update:	12/14/2022 4:50:19 AM	12/9/2022 11:47:53 AM
Comparable Total:	1,672,774.90	1,694,841.00
Seller:	S & S Paving & Construction	Cactus Asphalt
Minority Type:		

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
AC Sub	5.1.2	Place 3" Thick AC (Small Area)	150.00	SY	80.00	12,000.00	125.00	18,750.00				
AC Sub	6.1.2	Place 3" Thick AC (Mainline Crew)	34,739.00	SY	23.10	802,470.90	22.75	790,312.25				
AC Sub	6.1.3	Place 2" Thick AC (Mainline Crew)	34,739.00	SY	16.00	555,824.00	16.25	564,508.75				
AC Sub	7.1.4	Place 3" Thick AC (Mainline Crew)	10,320.00	SY	24.00	247,680.00	23.50	242,520.00				
AC Sub	8.1.2	Place 3" Thick AC (Small Area)	230.00	SY	80.00	18,400.00	125.00	28,750.00				
AC Sub	121.4	Paving Sub Mob Mainline Crew	10.00	EA	2,600.00	26,000.00	4,000.00	40,000.00				
AC Sub	121.11	Paving Mobilization - Patch Crew	4.00	EA	2,600.00	10,400.00	2,500.00	10,000.00				

AWARDED

Date: 12/09/2022

PROPOSAL

S&S Paving & Construction
4636 E. University Drive Suite 150
Phoenix, AZ 85034
602-437-0818

Quote To

Hunter Contracting
701 N Cooper Rd

Gilbert, AZ 85233
(480) 892-0521

Job		Start Date			
Guadalupe Rd. – Arizona Ave. to McQueen Rd.		TBD			
Item	Description	Quantity	Unit	Unit Price	Total
10	Mobilization	10.000	EA	\$2,600.00	\$26,000.00
20	Pavement Section No. 1 Surface 76-22PMTR+	34,739.000	SY	\$ 16.00	\$555,824.00
25	Pavement Section No. 1 Base 76-22PMTR+	34,739.000	SY	\$ 23.10	\$802,470.90
30	Pavement Section No. 2 76-22PMTR+	10,320.000	SY	\$ 24.00	\$247,680.00
40	Pavement Section No. 3 76-22PMTR+	380.000	SY	\$ 80.00	\$30,400.00
Total					\$1,662,374.90

Thank you for your business!

- **Material Pricing**
 - December 2022 will serve as the 'Initial Cost' for the ADOT Bituminous Index
- **Contract Date**
 - In Order to Secure Material Prices a Contract or LOI Must Be Received Prior To 30 Days After Proposal Date Above.
- **Inclusions**
 - 10 Mobilizations, Tack Coat for 5" thick asphalt

- **Exclusions**

- Engineering, Grading, survey, water, sweeping, testing, permits, bonds, taxes, concrete, seal coat, prime coat, water, herbicide, concrete, import/export, structural excavation, handling or removal of other trades spoils, fire lane signs, red curb, traffic control signage, striping or signage, obliteration, thermoplastic, flaggers, traffic police, barricades, water for other trades, inlet protection, construction entrance, silt fence, SWPPP, saw cutting, demolition or patch-back, rip rap/decomposed granite, ABC, lowering/raising adjustment of any utilities, responsibility of any ponding in areas where slope is less than 1%, responsibility of any broken concrete in areas we have to pass in order to pave, removal or haul off of any buried debris, removal or haul off.

Accepted By: _____

S&S Paving and Construction, Inc.
License # RO 0083980 | RO 0174519

Signature: _____

Authorized Signature: *Jeff Abraham*

Company: _____

Estimator: Jeff Abraham

Date: _____

Email: jabraham@sspaving.com



To:	HUNTER CONTRACTING COMPANY	Contact:	Malcolm George
Address:	P.O. BOX 900 GILBERT, AZ 85299-0900	Phone:	480-892-0521
Project Name:	Guadalupe Rd From AZ- To McQueen	Bid Number:	
Project Location:	Guadalupe Road, Chandler, AZ	Bid Date:	12/6/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	10.00	EACH	\$4,000.00	\$40,000.00
2	Pavement Section 1 2" Thick EVAC 1/2" PMTR On 3" Thick EVAC 3/4" PMTR Includes Tack Oil	34,739.00	SY	\$16.25	\$564,508.75
3	Pavement Section 1 - 3" Thick EVAC 3/4" PMTR Includes Tack Oil	34,739.00	SY	\$22.75	\$790,312.25
4	Pavement Section 2 - 3" Thick EVAC 3/4" PMTR	10,320.00	SY	\$23.50	\$242,520.00
5	Pavement Section #3- 3" Thick EVAC PG 70-10	380.00	SY	\$125.00	\$47,500.00
6	Asphalt Patching Mobilization	3.00	EACH	\$2,500.00	\$7,500.00

Total Bid Price: \$1,692,341.00

Notes:

- Standard Terms and Conditions to follow.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices are valid for 30 days unless otherwise noted.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- EXCLUSIONS (Unless Otherwise Specified): Bonds, Permits, Plans, Sales Tax, Water Buy, Sweeping, Engineering, Survey, Staking, Traffic Control, As-Builts, Testing, Inspection, Clear & Grubb, Grading, Landscaping, Weed Killer, Crack Routing, Crack-Sealing, ABC or Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coat, Concrete Structures, Irrigation or Pipe Work, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.

<p>ACCEPTED: 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: Cactus Asphalt</p> <p>Authorized Signature: _____</p> <p>Estimator: Jeffrey Price 480-298-3040 jprice@cactusasphalt.com</p>
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Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-133A - Guadalupe Road 100

Description: 100% - Arizona Ave to McQueen Road - Town of Gilbert

Cost Items

Quote Group: Adjustments

Award Complete Status:

Reviewed: Yes

Last Reviewed: 8/19/2022 12:05:45 PM

Quote Last Changed: 12/14/2022 5:02:15 AM

(1 of 1)

Quote Description:				Adjustments 100%	Adjustments 100%	Adjustments 100%					
Awarded Total:				0.00	0.00	35,775.00					
Quoted Items Total:				0.00	29,600.00	35,775.00					
Special Conditions:				0.00	0.00	0.00					
Quoted Total:				0.00	29,600.00	35,775.00					
Last Update:				12/13/2022 6:58:44 AM	12/9/2022 11:58:28 AM	12/14/2022 5:02:15 AM					
Comparable Total:				0.00	29,600.00	35,775.00					
Seller:				arizona road specialites	On It Construction	Spear Construction Co , LLC					
Minority Type:				No bid submitted							
Quote Group	Code	Description	Quantity UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Adjustment s	29.1.1	Adjustment - Manholes	25.00 EA	0.00	0.00	415.00	10,375.00	350.00	8,750.00		
Adjustment s	29.1.2	Prelower Manholes	25.00 EA	0.00	0.00	200.00	5,000.00	350.00	8,750.00		
Adjustment s	30.1.1	Adjustments - Water Valve	15.00 EA	0.00	0.00	315.00	4,725.00	295.00	4,425.00		
Adjustment s	30.1.2	Prelower Water Valves	15.00 EA	0.00	0.00	200.00	3,000.00	250.00	3,750.00		
Adjustment s	31.1.1	Adjust Gas Valve to Grade	1.00 EA	0.00	0.00	315.00	315.00	295.00	295.00		
Adjustment s	31.1.2	Prelower Gas Valve	1.00 EA	0.00	0.00	200.00	200.00	250.00	250.00		
Adjustment s	96.1	Survey Monument Mag Dtl 120- Type B	17.00 EA	0.00	0.00	0.00	0.00	200.00	3,400.00		
Adjustment s	97.1	Survey Monument Mag Dtl 120- Type A	1.00 EA	0.00	0.00	0.00	0.00	550.00	550.00		
Adjustment s	116.4	Adjust Valve	19.00 EA	0.00	0.00	315.00	5,985.00	295.00	5,605.00		
						AWARDED					

On It Construction has been deemed disqualified due to recent performance and quality issues.

August 19, 2022

SPEAR Construction Co., LLC
 ROC 219435
 Kelly Lewis
 PO Box 10506
 Glendale, AZ 85318
kellylewis@speararizona.com

PH 623-362-8400
 FAX 623-362-8406

Guadalupe Road - Arizona to McQueen					
GILBERT, AZ					
ITEM NO	DESCRIPTION	UNITS	QUANTITY	BID PRICE/PER UNIT	BID AMOUNT FOR ITEM
22	Prelower Sewer Manhole	EA	25	\$ 350.00	\$ 8,750.00
22	Adjust Sewer Manhole MAG Det 422	EA	25	\$ 350.00	\$ 8,750.00
23	Prelower EXISTING Sewer Cleanout, Water Valve Frame and Covers, MAG Det 270	EA	15	\$ 250.00	\$ 3,750.00
23	Adjust Sewer Cleanout, Water Valve Frame and Covers, MAG Det 270	EA	15	\$ 295.00	\$ 4,425.00
	Adjust Gas Valve Frame and Covers, MAG Det 270	EA	15	\$ 295.00	\$ 4,425.00
35	Remove and Salvage Traffic Sign Assembly	EA	35	\$ 120.00	\$ 4,200.00
36	Replace Sign Panel	EA	1		\$ -
39	Relocate Traffic Sign	EA	12	\$ 275.00	\$ 3,300.00
66	Perforated Sign Post, TOG DET GIL-227	LF	428	\$ 8.50	\$ 3,638.00
67	Perforated Sign Post Foundation, TOG DET GIL-227	EA	33	\$ 200.00	\$ 6,600.00
	Install Signs on Lights	LS	1	\$ 3,200.00	\$ 3,200.00
68	Flat Sheet Aluminum Sign Panel, Diamond Grade	SF	317	\$ 26.00	\$ 8,242.00
	Remove existing survey Monument	EA	18	\$ 95.00	\$ 1,710.00
88	Survey Marker, MAG DET 120, Type B	EA	17	\$ 200.00	\$ 3,400.00
89	Survey Marker, MAG DET 120, Type A	EA	1	\$ 550.00	\$ 550.00
Total Construction Estimate					\$ 64,940.00

*Includes 1 Mobilization for prelower and 1 mobilization for adjustments per phase
 Minimum Jobsite Call Charge \$1150*

ADDITIONAL COST

Additional Cost per unit if not lowered by Spear Const	EACH	\$ 125.00
Additional Cost per Adjustment if ASPHALT parch is needed at prelower	EACH	\$ 85.00

EXCLUSIONS

- MISSING OR DAMAGED HARDWARE
 - Testing, Permits (U.N.O.), Sales Tax, Bonds, Retention, and Traffic Control
 - Prevailing wages, NIGHT and WEEKEND MOBILIZATIONS, Hardware
 - Adjustments in Concrete, Paver areas (unless noted otherwise)
 - Core drill or removal and replacement for items in asphalt or concrete
 - Excavation, backfill and dust control for riprap shall be provided by others.
- Unit Price Bid

ON IT CONSTRUCTION, LLC

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

On It Construction has been deemed disqualified due to recent performance and quality issues.

Project: GUADALUPE RD- 95%
 Date: AUGUST 19, 2022

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Utility Adjustments			
LOWER MANHOLS	25	EACH \$ 200.00	\$ 5,000.00
LOWER VALVES	15	EACH \$ 200.00	\$ 3,000.00
LOWER GAS VALVE	1	EACH \$ 200.00	\$ 200.00
ADJUST MANHOLES	25	EACH \$ 415.00	\$ 10,375.00
ADJUST VALVES	15	EACH \$ 315.00	\$ 4,725.00
ADJUST GAS VALVE	1	EACH \$ 315.00	\$ 315.00
		EACH	\$ -
		EACH	\$ -
		EACH	\$ -
			\$ 23,615.00

Minimum jobsite call charge is \$2500.00. Sales tax excluded. Retention excluded. Traffic control excluded. Colored concrete excluded. Missing or broken hardware is excluded. Barricading excluded. Valve extensions excluded. Epoxy coating excluded. Drywells excluded. Debris caps excluded. Debris shields excluded. Locator coil excluded. Adjustments in concrete or landscape excluded. Any excavation due to misalignment or depth beyond 5' will be billed additionally. Bonding excluded. Dust control excluded. Job security excluded. Night and weekend work excluded. Grading and shaping excluded. Pricing good until December 31, 2022..

Dean Doherty
 Estimator
dean@onitconstructionaz.com
 602-721-0273
 ROC267789

Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-133A - Guadalupe Road 100

Description: 100% - Arizona Ave to McQueen Road - Town of Gilbert

Cost Items

Quote Group: CTB

Award Complete
Status:

Reviewed: Yes

Last 8/21/2022
Reviewed: 10:34:32
AM

Quote Last 12/14/2022
Changed: 5:20:25 AM

(1 of 1)

Quote Description:	CTB 100%	CTB 100%									
Awarded Total:		55,052.00				0.00					
Quoted Items Total:		55,052.00				55,355.20					
Special Conditions:		0.00				0.00					
Quoted Total:		55,052.00				55,355.20					
Last Update:		12/14/2022 5:20:25 AM				12/14/2022 5:20:13 AM					
Comparable Total:		55,052.00				55,355.20					
Seller:		Palo Verde Constructors				Asphalt Busters Inc.					
Minority Type:											
Quote Group	Code	Description	Quantity UM		Unit	Total		Unit	Total	Unit	Total
CTB	7.1.2	CTB Sub	10,320.00 SY	<input checked="" type="checkbox"/>	4.85	50,052.00	<input checked="" type="checkbox"/>	4.86	50,155.20		
CTB	121.2	CTB Sub Mob	2.00 EA	<input checked="" type="checkbox"/>	2,500.00	5,000.00	<input checked="" type="checkbox"/>	2,600.00	5,200.00		

AWARDED

AWARDED



REVISED QUOTATION

Rev. Date **December 8, 2022**
 Orig. Date **December 1, 2022**

To: Hunter Contracting
 Attn: Mr. Malcolm George
 Direct: 520-274-7324
 Mobile: 520-262-7292
 E-mail: malcolm.george@huntercontracting.com

From: Patrick Shields
 Mobile: 602-510-9350

**Project: Guadalupe Road - Arizona to McQueen
 Gilbert, AZ**

Cement Treated Base - 4% Cement
 8" Depth - Furnish cement, spread and mixed
 (Assume MDD of 135 lbs/cf)
Cement Treated Base - 5% Cement
 8" Depth - Furnish cement, spread and mixed
 (Assume MDD of 135 lbs/cf)
Cement Treated Base - 6% Cement
 8" Depth - Furnish cement, spread and mixed
 (Assume MDD of 135 lbs/cf)

Quantity	Units	Rate	Amount
10,320.00	SY	\$4.850	\$50,052.00
10,320.00	SY	\$5.450	\$56,244.00
10,320.00	SY	\$6.050	\$62,436.00
Mobilization	per move	\$2,500.000	

Conditions of this proposal are:

Palo Verde will furnish cement, spread and mixed
 Palo Verde will not furnish water, grading or compaction
 All rock in excess of 3" diameter will be removed by others
 All utilities including manholes and water valves are to be located by others
 Any damage to Palo Verde equipment due to unmarked utilities, buried objects or oversized rocks will be paid by customer
 Palo Verde will be paid per square yard for the work completed
 Quotation is good through 3/31/2023

Cement Treated Base-4% Cement-estimated at one day of work
 Cement Treated Base-5% Cement-estimated at two days of work
 Cement Treated Base-6% Cement-estimated at two days of work

Quotation does not include any potential sales tax



801 South 71st Avenue
 Phoenix, AZ 85043
 Phone: (623) 936-8800
 FAX: (623) 936-8810
 ROC 327820

Bid Prepared For:

Company Name Hunter Contracting Company
Company Address 701 N. Cooper Road
City/State/Zip Code Gilbert, AZ 85233
Contact Name Malcolm George
Phone 520-274-7324 **Fax** 480-892-4932

Project Information:

Project Name Guadalupe Rd - Arizona Ave to McQueen Rd
Type Stabilizing-Cement
Project Location Mesa, Arizona
Area 10,320 SY **Depth** 8" Deep
Certified Payroll No **# of Mobilizations** See Description
Project Description Furnish Portland cement, spreading, mixing and applying/injecting water during mixing to specified depth above. Spread at % agreed upon prior to construction start. Based on a dry density soil weight of 125PCF. Price will adjust if weight is higher. This is an estimate only no mix design has been provided. Includes all water trucks, hoses and labor to bring water from the contractors source at the site to our mixing equipment. Contractor to provide a water source within 1,000 feet of the work area to support our mixing operation, with a minimum of 300 gal/min. Processing area shall be free of all rock larger than 2". Contractor to pull all edges and corners that are inaccessible to our equipment.
 4%: \$4.86 per SY = \$50,155.20. Completed in 4 shifts. Min. billing quantity of 2,580 SY per shift will apply.
 5%: \$5.75 per SY = \$59,340.00. Completed in 4 shifts. Min. billing quantity of 2,580 SY per shift will apply.
 6%: \$6.66 per SY = \$68,731.20. Completed in 4 shifts. Min. billing quantity of 2,580 SY per shift will apply.
 Mobilization: \$2,600 per mob on and off the project will apply. Maximum of 4.

Bid Information:

Prepared by Andrew Romero **Date** 12/6/2022 **Bid #** 26905
Bid Total **Unit Price** See Description

Exclusions: Location of any work obstructions i.e. existing utilities, water valves, manhole covers, survey monuments, etc. must be located and marked. Damage to machine and all utilities due to unmarked obstructions or rocks over 2" in diameter is the customers responsibility. **All work is performed at the customer's directions and the customer assumes all responsibility for adding Asphalt Busters to their Blue Stake and Dust Control Permits.**

Water of any kind including dust control, barricades, traffic control, mix design, soils testing, curing seal, grading, compaction, retention money, bonds, permits, and sales tax.

Pricing good for work completed in 3 months of bid if accepted within 30 days

The above quote is satisfactory and is hereby accepted:

Name: _____ Date: _____

Signature: _____

Purchase Order No.: _____

Quote Group: Electrical

Award Complete Status:

Reviewed: Yes

Last Reviewed: 8/26/2022 6:11:29 AM

Quote Last Changed: 12/13/2022 1:42:57 PM

(1 of 1)

Quote Description:	Electrical 100%	Electrical 100%	Electrical 100%
Awarded Total:	1,189,615.00	0.00	0.00
Quoted Items Total:	1,189,615.00	1,317,332.00	1,325,853.07
Special Conditions:	0.00	0.00	0.00
Quoted Total:	1,189,615.00	1,317,332.00	1,325,853.07
Last Update:	12/13/2022 7:03:06 AM	12/13/2022 1:42:57 PM	12/9/2022 11:40:26 AM
Comparable Total:	1,189,615.00	1,317,332.00	1,325,853.07
Seller:	CS Construction	Kimbrell Electric, Inc.	Sturgeon Electric
Minority Type:			

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Electrical	42.1.1	Remove Light Pole SUB	61.00	EA	500.00	30,500.00	700.00	42,700.00	1,000.28	61,017.08		
Electrical	48.1	Street Lighting Pull Box SUB	48.00	EA	825.00	39,600.00	375.00	18,000.00	1,800.41	86,419.68		
Electrical	49.1	Street Light Pole SUB	48.00	EA	3,020.00	144,960.00	4,034.00	193,632.00	4,134.14	198,438.72		
Electrical	50.1	Mast Arm SUB	48.00	EA	975.00	46,800.00	900.00	43,200.00	1,250.14	60,006.72		
Electrical	51.1	Luminaire (GE EVOLVE-0-8-B5-30-A-DKBZ) SUB	17.00	EA	335.00	5,695.00	1,240.00	21,080.00	631.78	10,740.26		
Electrical	52.1	Luminaire (GE EVOLVE-0-16-B5-30-A-DKBZ) SUB	31.00	EA	365.00	11,315.00	1,300.00	40,300.00	655.78	20,329.18		
Electrical	53.1	1" Electrical Conduit SUB	480.00	LF	32.00	15,360.00	13.00	6,240.00	32.54	15,619.20		
Electrical	54.1	2.5" Electrical Conduit SUB	5,067.00	LF	25.00	126,675.00	65.00	329,355.00	38.47	194,927.49		
Electrical	55.1	Pole Foundation SUB	48.00	EA	2,400.00	115,200.00	1,950.00	93,600.00	2,430.85	116,680.80		
Electrical	79.1	Internally Illuminated Street Sign SUB	4.00	EA	5,555.00	22,220.00	11,800.00	47,200.00	9,671.85	38,687.40		
Electrical	80.1	Ped Push Button w/Sign SUB	8.00	EA	1,200.00	9,600.00	1,250.00	10,000.00	1,526.85	12,214.80		
Electrical	81.1	Furnish & Install IMSA Conductors SUB	1.00	LS	22,000.00	22,000.00	23,700.00	23,700.00	27,292.95	27,292.95		
Electrical	82.1	2" Sch 40 Conduit - Traffic Signal SUB	70.00	LF	55.00	3,850.00	26.00	1,820.00	54.21	3,794.70		
Electrical	83.1	(2) 3" Sch 40 Conduit - Traffic Signal SUB	70.00	LF	80.00	5,600.00	32.00	2,240.00	80.22	5,615.40		
Electrical	84.1	4" Sch 40 Conduit - Traffic Signal SUB	35.00	LF	68.00	2,380.00	34.00	1,190.00	74.69	2,614.15		
Electrical	85.1	2" PVC Fiber Optic Conduit SUB	40.00	LF	46.00	1,840.00	26.00	1,040.00	74.69	2,987.60		
Electrical	86.1	(4) 1.25" PVC Fiber Optic Conduit SUB	4,690.00	LF	46.50	218,085.00	42.00	196,980.00	39.07	183,238.30		
Electrical	87.1	4" PVC Fiber Optic Conduit SUB	4,690.00	LF	46.50	218,085.00	42.00	196,980.00	36.67	171,982.30		
Electrical	88.1	Remove Pull Box SUB	2.00	EA	300.00	600.00	100.00	200.00	638.85	1,277.70		
Electrical	89.1	No 7 Pull Box SUB	2.00	EA	1,500.00	3,000.00	1,250.00	2,500.00	1,913.70	3,827.40		
Electrical	90.1	ITS No 7 Pull Box SUB	7.00	EA	1,500.00	10,500.00	1,250.00	8,750.00	2,707.13	18,949.91		
Electrical	91.1	ITS No 9 Pull Box SUB	3.00	EA	8,600.00	25,800.00	8,000.00	24,000.00	9,161.10	27,483.30		
Electrical	92.1	Remove & Salvage Ped Push Buttons SUB	1.00	LS	2,700.00	2,700.00	500.00	500.00	4,851.38	4,851.38		
Electrical	93.1	Pedestrian Push Button SUB	5.00	EA	650.00	3,250.00	1,000.00	5,000.00	2,360.55	11,802.75		
Electrical	94.1	Push Button Foundation SUB	5.00	EA	950.00	4,750.00	625.00	3,125.00	1,433.70	7,168.50		
Electrical	95.1	Paint Push Button Post SUB	5.00	EA	850.00	4,250.00	300.00	1,500.00	1,017.28	5,086.40		
Electrical	121.7	Electrical Sub Mob	1.00	LS	95,000.00	95,000.00	2,500.00	2,500.00	32,799.00	32,799.00		

AWARDED

AWARDED

PROPOSAL



CS CONSTRUCTION, INC.

22023 NORTH 20TH AVENUE

PHOENIX, ARIZONA 85027

CONTACT: ZACHERY BARNES

PHONE: (623) 889-7650 | FAX: (623) 889-7650

AZ ROC NO. 071662 | A- GENERAL ENGINEERING

TO: HUNTER CONTRACTING
ATTN: MALCOM GEORGE
BID DATE: DECEMBER 06, 2022
WAGE RATE: STANDARD

PROJECT NAME: GUADALUPE RD CMAR
LOCATION: ARIZONA AVE TO MCQUEEN RD
PROJECT NO.: ST1770
CMAR STAGE: 100%

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
42	REMOVE LIGHT POLE	61.00	EA	500.00	30,500.00
48	STREET LIGHTING PULL BOX (SRP STANDARD)	48.00	EA	825.00	39,600.00
49	STREET LIGHT POLE, (GIL-901)	48.00	EA	3,020.00	144,960.00
50	STREET LIGHT MAST ARM, 8'X8' (GIL-921)	48.00	LF	975.00	46,800.00
51	LUMINAIRE (HORIZ. MOUNT) (59W)	17.00	EA	335.00	5,695.00
52	LUMINAIRE (HORIZ. MOUNT) (129W)	31.00	EA	365.00	11,315.00
53	ELECTRICAL CONDUIT 1" (TRENCH) (SL)	480.00	LF	32.00	15,360.00
54	ELECTRICAL CONDUIT 2.5" (TRENCH) (SL)	5,100.00	LF	25.00	127,500.00
55	POLE FOUNDATION (GIL-932)	48.00	EA	2,400.00	115,200.00
79	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS)	4.00	EA	5,555.00	22,220.00
80	AUDIBLE PEDESTRIAN PUSH BUTTON W/ SIGN	8.00	EA	1,200.00	9,600.00
81	FURNISH AND INSTALL IMSA CONDUCTORS (FIESTA BLVD)	1.00	LS	22,000.00	22,000.00
82	ELECTRICAL CONDUIT, 2" (TRENCH) (TS)	70.00	LF	55.00	3,850.00
83	ELECTRICAL CONDUIT, 2-3" (TRENCH) (TS)	75.00	LF	80.00	6,000.00
84	ELECTRICAL CONDUIT, 4" (TRENCH) (TS)	35.00	LF	68.00	2,380.00
85	ELECTRICAL CONDUIT, 2" (TRENCH) (ITS) (GIL 831)	45.00	LF	46.00	2,070.00
86	ELECTRICAL CONDUIT, 4" + 4-1.25" MULTI-DUCT (HDD)	4,700.00	LF	93.00	437,100.00
87	ELECTRICAL CONDUIT, 4" (HDD) (ITS) (SEE ITEM 86)		LF		
88	REMOVE PULL BOX	2.00	EA	300.00	600.00
89	NO. 7 PULL BOX (GIL-842 & GIL-843)	2.00	EA	1,500.00	3,000.00
90	ITS TYPE NO. 7 PULL BOX (GIL-841)	7.00	EA	1,500.00	10,500.00
91	ITS TYPE NO. 9 VAULT (GIL-844)	3.00	EA	8,600.00	25,800.00
92	REMOVE & SALVAGE PPB'S	1.00	LS	2,700.00	2,700.00
93	PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805	5.00	EA	650.00	3,250.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
94	POLE FOUNDATION, TYPE PB (PUSH BUTTON)	5.00	EA	950.00	4,750.00
95	PAINT PEDESTRIAN PUSH BUTTON POST	5.00	EA	850.00	4,250.00
121	MOBILIZATION	1.00	LS	95,000.00	95,000.00

GRAND TOTAL **1,192,000.00**

NOTES:

As per 100% plans and specs, we have prepared a proposal on the above referenced project. We propose to furnish all labor, equipment, supervision, and materials to complete the above items for the indicated price.

This proposal excludes the following (Unless otherwise noted):

1. Sales Tax, Bonds, Permits, Fees, Liquidated Damages
2. Engineering, Testing, Surveying and Layout
3. Utility Adjustments and Relocations
4. Foundation Removals
5. Traffic Control, Barricading, Protection of Work, Off-Duty Police Officer, Flaggers
6. Jobsite Water Source, Dust Control, SWPPP, BMP's
7. Night, Weekend and/or Overtime Work
8. Haul off or relocation of spoils
9. Trench Plating, Sawcut, Removal or Patch of Asphalt or Concrete
10. Repair of unmarked irrigation lines
11. Removal and/or Replacement of Landscaped Materials
12. Pioneering and/or access to work areas
13. Any scope within 12' of live overhead powerlines. This work shall be done by others.
14. UPRR Permits and/or Railroad Flagging

Clarifications:

1. If unmarked utilities, incorrectly marked utilities and/or utilities not shown on plans are discovered, then CSCI will start stand-by time from the time of discovery until the time that the utility company has claimed ownership and allows CSCI to proceed or has determined the status of the utility (live or abandoned).
2. Pricing excludes Jack & Bore of 10" Casing. The proposal includes horizontal directional drilling 15 FT deep per UPRR specifications found at: https://www.up.com/real_estate/utilities/wireline/wirespecs/index.htm

This proposal is valid for a period of twenty (20) days from this date.

Thank you for the opportunity to bid this work. We hope that we may be of service.

Sincerely,
CS CONSTRUCTION, INC.

Zachery D. Barnes

Digitally signed by Zachery D. Barnes
Contact Info: zbarnes@csccompanies.com
Date: 2022.12.06 15:13:39-07'00'

Zachery D. Barnes
Chief Estimator

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

PROPOSAL

12.13.2022

To: Hunter Contracting
Address: 701 N Cooper Rd
Gilbert, AZ 85233
Ph: 480-632-4915
Email:
Attn: malcolm.george@huntercontracting.com

Job Name/Location:
Guadalupe Rd

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.

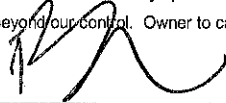
We hereby propose to furnish material and labor - complete in accordance with the above specifications for the sum of: **\$1,317,332.00**

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"

ENGINEER'S QUANTITY SUMMARY

Item No.	Item Description	Unit	100%		DATE: 11/16/2022	
			Quantity	Unit Price	Unit Price	Amount
1	REMOVE CACTUS	EA	1	-	-	-
2	REMOVE TREE, DIAMETER > 12"	EA	2	-	-	-
3	ROADWAY EXCAVATION (KOKOPELLI BOX CULVERT)	CY	275	-	-	-
4	FILL CONSTRUCTION (KOKOPELLI BOX CULVERT)	CY	275	-	-	-
5	PREPARE SUBGRADE & INSTALL 3" AC/6" AB	SY	150	-	-	-
6	PAVEMENT STRUCTURAL SECTION NO. 1	SY	34,739	-	-	-
7	PAVEMENT STRUCTURAL SECTION NO. 2	SY	10,320	-	-	-
8	PAVEMENT STRUCTURAL SECTION NO. 3	SY	230	-	-	-
9	PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 4" THICK	SF	103	-	-	-
10	PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 9" THICK	SF	19,222	-	-	-
11	VERTICAL CURB & GUTTER, MAG DET 220, TYPE A, H=6"	LF	2,541	-	-	-
12	VERTICAL CURB & GUTTER, MAG DET 220, TYPE A, H=4"	LF	123	-	-	-
13	CONCRETE RIBBON CURB, MAG DET 220, TYPE B	LF	12	-	-	-
14	SINGLE CURB, MAG DET 222, TYPE A	LF	212	-	-	-
15	CONCRETE HEADER CURB, MATCH EXISTING	LF	141	-	-	-
16	MOUNTABLE CURB & GUTTER, MAG DET 220, TYPE E	LF	44	-	-	-
17	CONCRETE SIDEWALK, MAG DET 230	SF	33,284	-	-	-
18	DRIVEWAY ENTRANCE, MAG DET 250	SF	653	-	-	-
19	CONCRETE DRIVEWAY, TOG DET 210	SF	3,721	-	-	-
20	CONCRETE DRIVEWAY (SIDEWALK ONLY), TOG DET 210	SF	1,504	-	-	-
21	SIDEWALK RAMP, MAG DET 237-1	EA	18	-	-	-
22	SIDEWALK RAMP, MAG DET 237-3	EA	2	-	-	-
23	SIDEWALK RAMP, MAG DET 238-1	EA	1	-	-	-
24	SIDEWALK RAMP, MAG DET 238-3	EA	1	-	-	-
25	SIDEWALK RAMP, SPECIAL DETAIL	EA	4	-	-	-
26	DETECTABLE WARNING PANEL	SF	100	-	-	-
27	DECORATIVE CONCRETE, PATTERN, COLOR AND MATERIAL TO MATCH EXISTING	SF	502	-	-	-
28	CONCRETE APRON AND VALLEY GUTTER, MAG DET 240	SF	1,973	-	-	-
29	ADJUST MANHOLE FRAME & COVER, MAG DET 422 AND REPLACE LID WITH COMPOSITE MATERIALS	EA	25	-	-	-
30	ADJUST VALVE BOX & COVER, MAG DET 391-1-A	EA	15	-	-	-

ENGINEER'S QUANTITY SUMMARY

Item No.	Item Description	Unit	100%		DATE: 11/16/2022	
			Quantity	Unit Price	Unit Price	Amount
31	ADJUST GAS VALVE TO GRADE	EA	1	-	-	-
32	REMOVE AC PAVEMENT	SY	46,564	-	-	-
33	REMOVE PORTION OF CATCH BASIN PER SPECIAL DETAIL	EA	3	-	-	-
34	REMOVE SCUPPER	EA	2	-	-	-
35	REMOVE CONCRETE CURB AND GUTTER	LF	2,829	-	-	-
36	REMOVE VALLEY GUTTER	SF	5,481	-	-	-
37	REMOVE CONCRETE SINGLE CURB	LF	151	-	-	-
38	REMOVE CONCRETE SIDEWALK AND SIDEWALK RAMPS	SF	34,032	-	-	-
39	REMOVE CONCRETE DRIVEWAY	SF	9,137	-	-	-
40	REMOVE CONCRETE SPILLWAY	LF	47	-	-	-
41	REMOVE DECORATIVE CONCRETE	SF	612	-	-	-
42	REMOVE LIGHT POLE	EA	61	\$700.00	-	\$42,700.00
43	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	37	-	-	-
44	REPLACE SIGN PANEL	EA	1	-	-	-
45	REMOVE EXISTING TURF	SF	89,025	-	-	-
46	REMOVE EXISTING ROCK MULCH	CY	185	-	-	-
47	RELOCATE TRAFFIC SIGN, TOG DET GIL-227	EA	12	-	-	-
48	STREET LIGHTING PULL BOX (SRP STANDARD)	EA	48	\$375.00	-	\$18,000.00
49	POLE, ROPUD TAPERED (TOWN OF GILBERT STANDARD DETAIL NO. GIL-901)	EA	48	\$4,034.00	-	\$193,632.00
50	MAST ARM, 8'X8' (TOWN OF GILBERT DETAIL NO. GIL-921)	LF	48	\$900.00	-	\$43,200.00
51	LED LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE-0-8-B5-30-A-DKBZ)	EA	17	\$1,240.00	-	\$21,080.00
52	LED LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE-0-16-B5-30-A-DKBZ)	EA	31	\$1,300.00	-	\$40,300.00
53	ELECTRICAL CONDUIT 1" (W/NYLON ROPE) (TRENCH) (STREET LIGHTING)	LF	480	\$13.00	-	\$6,240.00
54	ELECTRICAL CONDUIT 2.5" (W/NYLON ROPE) (TRENCH) (STREET LIGHTING)	LF	5,067	\$65.00	-	\$329,355.00
55	POLE FOUNDATION (TOWN OF GILBERT STANDARD DETAIL NO. GIL-932)	EA	48	\$1,950.00	-	\$93,600.00
56	REMOVE PAINT STRIPE	LF	22	-	-	-
57	4" WHITE TRAFFIC PAINT STRIPE	LF	24,605	-	-	-
58	4" YELLOW TRAFFIC PAINT STRIPE	LF	16,850	-	-	-
59	PAINT SYMBOL (SHARED LANE MARKING)	EA	16	-	-	-
60	PAINT SYMBOL (LEFT TURN ARROW)	EA	3	-	-	-
61	PAINT SYMBOL (RIGHT TURN ARROW)	EA	3	-	-	-
62	PAINT SYMBOL (BIKE LANE MARKING SYMBOL)	EA	30	-	-	-
63	PAINT MEDIAN BULLNOSE	EA	2	-	-	-
64	4" WHITE THERMOPLASTIC TRAFFIC STRIPE	LF	24,605	-	-	-
65	4" YELLOW THERMOPLASTIC TRAFFIC STRIPE	LF	16,850	-	-	-
66	THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW	EA	3	-	-	-
67	THERMOPLASTIC/PREFORMED SYMBOL RIGHT TURN ARROW	EA	3	-	-	-
68	THERMOPLASTIC/PREFORMED SYMBOL (SHARED LANE MARKING)	EA	16	-	-	-
69	THERMOPLASTIC/PREFORMED SYMBOL (BIKE LANE MARKING SYMBOL)	EA	30	-	-	-

ENGINEER'S QUANTITY SUMMARY

Item No.	Item Description	Unit	100%		DATE: 11/16/2022	
			Quantity	Unit Price	Unit Price	Amount
70	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	EA	209	-	-	-
71	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)	EA	212	-	-	-
72	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE H, YELLOW, 1-WAY)	EA	354	-	-	-
73	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE BB, BLUE, 2-WAY)	EA	24	-	-	-
74	PERFORATED SIGN POST, TOG DET GIL-227	LF	357	-	-	-
75	PERFORATED SIGN POST FOUNDATION, TOG DET GIL-227	EA	34	-	-	-
76	FLAT SHEET ALUMINUM SIGN PANEL, DIAMOND GRADE	SF	321	-	-	-
77	PAINT SYMBOL (RAILROAD MARKING SYMBOL)	EA	2	-	-	-
78	THERMOPLASTIC/PREFORMED SYMBOL (RAILROAD MARKING SYMBOL)	EA	2	-	-	-
79	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) (FIESTA BLVD)	EA	4	\$11,800.00		\$47,200.00
80	AUDIBLE PEDESTRIAN PUSH BUTTON W/ SIGN (CAMPBELL GUARDIAN)	EA	8	\$1,250.00		\$10,000.00
81	FURNISH AND INSTALL IMSA CONDUCTORS (FIESTA BLVD)	LS	1	\$23,700.00		\$23,700.00
82	SCH. 40 PVC ELECTRICAL CONDUIT, 2" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	LF	70	\$26.00		\$1,820.00
83	SCH. 40 PVC ELECTRICAL CONDUIT, 2-3" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	LF	70	\$32.00		\$2,240.00
84	SCH. 40 PVC ELECTRICAL CONDUIT, 4" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	LF	35	\$34.00		\$1,190.00
85	2 INCH PVC FIBER OPTIC CONDUIT TOG DET GIL-831 (TRENCH)	LF	40	\$26.00		\$1,040.00
86	4-1 1/4 INCH MULTI-DUCT HDPE FIBER OPTIC CONDUIT (DIRECTIONAL DRILL)	LF	4,690	\$42.00		\$196,980.00
87	4 INCH PVC FIBER OPTIC CONDUIT (DIRECTIONAL DRILL)	LF	4,690	\$42.00		\$196,980.00
88	REMOVE PULL BOX	EA	2	\$100.00		\$200.00
89	NO. 7 PULL BOX W/ EXTENSION	EA	2	\$1,250.00		\$2,500.00
90	ITS TYPE NO. 7 PULL BOX TOG DET GIL-841	EA	7	\$1,250.00		\$8,750.00
91	ITS TYPE NO. 9 VAULT TOG DET GIL-844	EA	3	\$8,000.00		\$24,000.00
92	REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON'S (FIESTA BLVD)	LS	1	\$500.00		\$500.00
93	PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805	EA	5	\$1,000.00		\$5,000.00
94	POLE FOUNDATION, TYPE PB (PUSH BUTTON), TOG DET GIL-805	EA	5	\$625.00		\$3,125.00
95	PAINT PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805 (TNAMEC - SERIES 1075U DARK	EA	5	\$300.00		\$1,500.00
96	SURVEY MARKER, MAG DET 120, TYPE B	EA	17	-	-	-
97	SURVEY MARKER, MAG DET 120, TYPE A	EA	1	-	-	-
98	LANDSCAPE ESTABLISHMENT - 120 DAYS	LS	1	-	-	-
99	SHRUBS - 1 GAL	EA	582	-	-	-
100	SHRUBS - 5 GAL	EA	2,340	-	-	-
101	DECOMPOSED GRANITE, 3/4" SCREENED, MADISON GOLD	SY	12,909	-	-	-
102	DECOMPOSED GRANITE, MATCH EXISTING SIZE & COLOR	SY	1,385	-	-	-
103	LANDSCAPE / IRRIGATION RESTORATION	SY	3,028	-	-	-
104	2" SCHEDULE 40 PVC IRRIGATION SLEEVE	LF	70	-	-	-
105	4" SCHEDULE 40 PVC IRRIGATION SLEEVE	LF	144	-	-	-
106	1", PVC IRRIGATION PIPE, SCHEDULE 40	LF	7,381	-	-	-
107	3/4", PVC IRRIGATION PIPE, SCHEDULE 40	LF	4,921	-	-	-
108	2", PVC IRRIGATION PIPE, SCHEDULE 40	LF	410	-	-	-
109	RAIN BIRD XCZ-101-PRF DRIP CONTROL VALVE KIT, 1"	EA	35	-	-	-

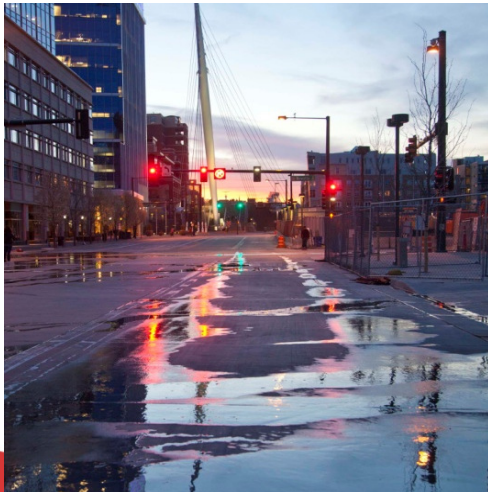
ENGINEER'S QUANTITY SUMMARY

Item No.	Item Description	Unit	100%		DATE: 11/16/2022	
			Quantity	Unit Price	Unit Price	Amount
110	FLUSH END CAP	EA	93	-	-	-
111	RAIN BIRD EMT 6XERI 6 OUTLET MANIFOLD WITH XERI BUG EMITTER	EA	690	-	-	-
112	CONCRETE SCUPPER, MAG DET 206, SW=6', 1-4' CURB OPENING	EA	2	-	-	-
113	CONCRETE SCUPPER SPILLWAY, MAG DET 206, 1-4' CURB OPENING	LF	16	-	-	-
114	CONCRETE SCUPPER, MAG DET 206, W=4", MODIFIED PER SPECIAL DETAIL	EA	4	-	-	-
115	INSTALL PORTION OF CATCH BASIN PER SPECIAL DETAIL	EA	3	-	-	-
116	REMOVE AND REPLACE EXISTING WATER VALVE	EA	19	-	-	-
117	REMOVE TEE AND REPLACE WATER PIPE	EA	1	-	-	-
118	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	-	-	-
119	CONTRACTOR QUALITY CONTROL	LS	1	-	-	-
120	PUBLIC INFORMATION AND NOTIFICATION	LS	1	-	-	-
121	MOBILIZATION/DEMOLIBILIZATION	LS	1	\$2,500.00	\$2,500.00	\$2,500.00
122	CLEARING AND GRUBBING	LS	1	-	-	-
123	MAINTENANCE OF TRAFFIC	LS	1	-	-	-
124	RAILROAD FLAGGING	LS	1	-	-	-
125	REMOVE AND REPLACE EXISTING 60" CIPP WITH RGRCP (SRP JOB NO. 2200083)	LF	243	-	-	-
126	REMOVE AND REPLACE EXISTING 54" CIPP WITH RGRCP (SRP JOB NO. 2200083)	LF	86	-	-	-
127	REMOVE AND REPLACE EXISTING 36" CIPP WITH RGRCP (SRP JOB NO. 2200083)	LF	80	-	-	-
128	REMOVE AND REPLACE EXISTING 24" CIPP WITH RGRCP (SRP JOB NO. 2200083)	LF	75	-	-	-
129	REMOVE AND REPLACE EXISTING MANHOLE (SRP JOB NO. 2200083)	EA	1	-	-	-



PROPOSAL FOR:
HUNTER - GUADALUPE
Guadalupe, AZ Ave - Mesa Dr

PRESENTED TO:
Malcolm George



Bid Date:
December 6, 2022



Wayne Dorris Digitally signed by Wayne Dorris
Date: 2022.12.07 14:32:01 -07'00'





UNIT PRICE PROPOSAL

3804 E. Watkins St. Phoenix, AZ. 85034

Attention: Malcolm George	Estimator: Don Lindebak
Project Name: HUNTER - GUADALUPE	Email: DRLindebak@myrgroup.com
Project Number: 0	Cell Phone: 602-647-6564
Bid Date: 12/2/2022	

Item Number	Description	Quantity	Unit of Measure	Unit Price	Extended Price
42	REMOVE LIGHT POLE	61.00	EA	\$1,000.28	\$61,016.78
48	STREET LIGHTING PULL BOX (SRP STANDARD)	48.00	EA	\$1,800.41	\$86,419.80
49	POLE, ROUND TAPERED (TOWN OF GILBERT STANDARD DETAIL NO. GIL-901)	48.00	EA	\$4,134.14	\$198,438.66
50	MAST ARM, 8'X8' (TOWN OF GILBERT DETAIL NO. GIL-921)	48.00	EA	\$1,250.14	\$60,006.60
51	LED LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE-0-8-B5-30-A-DKBZ)	17.00	EA	\$631.78	\$10,740.28
52	LED LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE-0-16-B5-30-A-DKBZ)	31.00	EA	\$655.78	\$20,329.22
53	ELECTRICAL CONDUIT 1" (W/NYLON ROPE) (TRENCH)	480.00	LF	\$32.54	\$15,620.40
54	ELECTRICAL CONDUIT 2.5" (W/NYLON ROPE) (TRENCH)	5,067.00	LF	\$38.47	\$194,911.69
55	POLE FOUNDATION (TOWN OF GILBERT STANDARD DETAIL NO. GIL-932)	48.00	EA	\$2,430.85	\$116,680.86
79	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) (FIESTA BLVD)	4.00	EA	\$9,671.85	\$38,687.40
80	AUDIBLE PEDESTRIAN PUSH BUTTON W/ SIGN (CAMPBELL GUARDIAN)	8.00	EA	\$1,526.85	\$12,214.80
81	FURNISH AND INSTALL IMSA CONDUCTORS (FIESTA BLVD)	1.00	LS	\$27,292.95	\$27,292.95
82	SCH. 40 PVC ELECTRICAL CONDUIT, 2" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831	70.00	LF	\$54.21	\$3,794.96
83	SCH. 40 PVC ELECTRICAL CONDUIT, 2-3" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831	70.00	LF	\$80.22	\$5,615.35
84	SCH. 40 PVC ELECTRICAL CONDUIT, 4" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831	35.00	LF	\$74.69	\$2,613.98
85	2 INCH PVC FIBER OPTIC CONDUIT TOG DET GIL-831 (TRENCH)	40.00	LF	\$74.69	\$2,987.40
86	4-1 1/4 INCH MULTI-DUCT HDPE FIBER OPTIC CONDUIT (DIRECTIONAL DRILL)	4,690.00	LF	\$39.07	\$183,231.27
87	4 INCH PVC FIBER OPTIC CONDUIT (DIRECTIONAL DRILL)	4,690.00	LF	\$36.67	\$171,975.27
88	REMOVE PULL BOX	2.00	EA	\$638.85	\$1,277.70
89	NO. 7 PULL BOX, TOG DET GIL-842 AND GIL-843	2.00	EA	\$1,913.70	\$3,827.40
90	ITS TYPE NO. 7 PULL BOX TOG DET GIL-841	7.00	EA	\$2,707.13	\$18,949.88
91	ITS TYPE NO. 9 VAULT TOG DET GIL-844	3.00	EA	\$9,161.10	\$27,483.30
92	REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON'S (FIESTA BLVD)	1.00	LS	\$4,851.38	\$4,851.38
93	PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805	5.00	EA	\$2,360.55	\$11,802.75
94	POLE FOUNDATION, TYPE PB (PUSH BUTTON), TOG DET GIL-805	5.00	EA	\$1,433.70	\$7,168.50
95	PAINT PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805 (TNEMEC - SERIES 805)	5.00	EA	\$1,017.28	\$5,086.41
121	MOBILIZATION/DEMOBILIZATION	1.00	LS	\$32,799.00	\$32,799.00
0	0	0.00	0		\$0.00
				Project Total	\$1,325,823.95

We are pleased to quote on the above listed project.

Please see attached Scope Letter for Inclusions and Exclusions.

This proposal is based on entering into a subcontract in a form mutually satisfactory to both parties.
(i.e.AIA 1987 Subcontract Agreement.) Payments & retainage as per Arizona Revised Statutes



Scope Letter

GUADALUPE - AZ Ave. - Mesa Dr.

INCLUSIONS, QUALIFICATIONS, EXCLUSIONS AND ACCEPTANCE:

Thank you for the opportunity to present you a proposal for work on the above referenced project. Our proposal includes the electrical work itemized above, with the following inclusions, qualifications and exclusions. If the scope of work you would like us to quote on differs from the work described above, please let us know so that our proposal can be modified accordingly.

Clarifications:

1. **Foundation Removals Not Included**
2. Proposal based on 100% plans (SRP Plans Preliminary) (Project Special Provisions included / not included).
3. Addendum's / revisions acknowledged (0)

Qualifications:

1. This is a UNIT PRICE PROPOSAL. You agree to make payment to us for the actual quantities of work installed multiplied by the unit prices shown above. The above quantities are those quantities shown in the bidding documents and we make no representations as to their accuracy.
2. The Unit Prices quoted include material, equipment, reasonably anticipated labor.
4. Delivery of electrical equipment is typically 8 - 12 weeks after return of approved submittals.
5. Delivery of traffic signal equipment is typically 10 - 14 weeks after return of approved submittals.
6. Delivery of signal poles is typically 24 - 32 weeks after return of approved submittals.
7. The schedule for our work shall take into account the above identified delivery times, or the actual delivery times for specified materials and equipment, and shall include a reasonable amount of time for us to complete our work after receipt of the required materials and equipment.
8. Our proposal is conditioned on entering into a subcontract with mutually agreeable terms and conditions
9. Prior to our commencement of our Work, you will notify us in writing of any existing hazardous materials known or suspected by you or the Owner, on or about the Project. We will not be required to perform work that involves exposure to hazardous materials or substances. If we encounter hazardous materials or substances not placed on the Project by our operations, they will be abated or otherwise remedied before we will proceed with the balance of our Work.
10. General Contractor shall provide an adequate safe, secure staging & storing area within the project limits.
12. All Survey will be required by GC, in order to field place all equipment.
13. Liquidated damages shall only apply to the portion of work contracted to Sturgeon Electric Company and if caused by Sturgeon Electric.
14. Due to the volatility in the market all material pricing is valid for 30 days and will be subject to rate increases.

Exclusions:

1. Unit prices include no overtime and/or shift work for escalation of schedule.
2. All cutting ,milling, removal, plating & patching of concrete and/or asphalt are excluded.
3. Landscape removal &/or restoration.
4. Surveying.
5. Pavement markings. (installation & removal)
6. Traffic control, UTC, devices, and flagging.
7. Project signage and supports.
8. Permits.
9. All Worksite Protection
10. Erosion control / Storm water management / Dewatering.
11. Onsite portable restroom facility.
12. Temporary traffic signal installation, resetting of temp signal equipment & removal of temp signal equipment.
13. All quality control sampling & testing.
14. Soil removals .
15. Water.
16. Foundation Removal

Acceptance:

1. This proposal price is valid for 30 calendar days from the date of this proposal.

By:

Sturgeon Electric Company, Inc.

Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-133A - Guadalupe Road 100

Description: 100% - Arizona Ave to McQueen Road - Town of Gilbert

Cost Items

Quote Group: Landscaping

Award Incomplete
Status:

Reviewed: Yes

Last 8/21/2022
Reviewed: 11:35:00
AM

Quote Last 12/14/2022
Changed: 10:07:55
AM

(1 of 1)

Quote Description:	Landscaping 100%	Landscaping 100%
Awarded Total:	404,611.89	0.00
Quoted Items Total:	404,611.89	691,193.55
Special Conditions:	0.00	0.00
Quoted Total:	404,611.89	691,193.55
Last Update:	12/14/2022 10:07:55 AM	12/14/2022 9:23:13 AM
Comparable Total:	404,611.89	691,193.55
Seller:	Land-Tech	Sun Valley Landscape
Minority Type:		

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total
Landscapin g	1.1	Remove Cactus	1.00	EA	0.00	0.00	0.00	0.00		
Landscapin g	2.1	Remove Tree, Diameter > 12"	5.00	EA	4,021.17	20,105.85	0.00	0.00		
Landscapin g	15.1	Header Curb, 6" x 12" SUB	141.00	LF	9.61	1,355.01	0.00	0.00		
Landscapin g	45.1.1	Remove Existing Turf SUB	89,025.00	SF	0.23	20,475.75	1.35	120,183.75		
Landscapin g	45.1.2	Haul-Off Spoils Turf	46.00	LD	-FREE-	-FREE-	-FREE-	-FREE-		
Landscapin g	45.2	Herbicide SUB	89,025.00	SF	-FREE-	-FREE-	0.65	57,866.25		
Landscapin g	45.3	Round Up SUB	89,025.00	SF	0.00	0.00	0.65	57,866.25		
Landscapin g	46.1.1	Remove Existing Rock Mulch SUB	185.00	CY	109.77	20,307.45	27.00	4,995.00		
Landscapin g	98.1	Landscape Establishment - 120 Days SUB	1.00	LS	13,984.96	13,984.96	22,500.00	22,500.00		
Landscapin g	99.1	1 Gallon Shrubs SUB	582.00	EA	10.48	6,099.36	19.00	11,058.00		
Landscapin g	100.1	5 Gallon Shrubs SUB	2,340.00	EA	26.74	62,571.60	29.00	67,860.00		
Landscapin g	101.1	1" Madison Gold DG SUB	12,909.00	SY	6.60	85,199.40	11.25	145,226.25		
Landscapin g	102.1	DG Sub - Match Existing	1,385.00	SY	8.73	12,091.05	12.15	16,827.75		
Landscapin g	103.1	Landscape/Irrigation Restoration SUB	3,028.00	SY	16.79	50,840.12	31.05	94,019.40		
Landscapin g	103.2	Valve Wiring and Retrofit	1.00	LS	4,950.00	4,950.00	-FREE-	-FREE-		
Landscapin g	103.3	Turf Restoration	2,124.00	SY	12.08	25,657.92	-FREE-	-FREE-		
Landscapin g	104.1	2" PVC Irrigation Sleeve SUB	70.00	LF	13.33	933.10	5.00	350.00		
Landscapin g	105.1	4" PVC Irrigation Sleeve SUB	144.00	LF	17.07	2,458.08	14.00	2,016.00		
Landscapin g	106.1	1" PVC Irrigation Pipe SUB	7,381.00	LF	3.06	22,585.86	2.55	18,821.55		
Landscapin g	107.1	3/4" Irrigation Pipe SUB	4,921.00	LF	3.06	15,058.26	1.85	9,103.85		
Landscapin g	108.1	2" PVC Irrigation Pipe SUB	410.00	LF	6.43	2,636.30	5.75	2,357.50		
Landscapin g	109.1	Rain Bird 1" Drip Control Valve Kit SUB	35.00	EA	303.93	10,637.55	650.00	22,750.00		
Landscapin g	110.1	Flush End Cap SUB	93.00	EA	12.99	1,208.07	84.00	7,812.00		
Landscapin g	111.1	Rain Bird 6 Outlet Manifold SUB	690.00	EA	32.98	22,756.20	32.00	22,080.00		
Landscapin g	121.6	Landscaping Sub Mob	1.00	LS	2,700.00	2,700.00	7,500.00	7,500.00		

AWARDED⁵⁹⁸

December 14, 2022

Revised Quotation

Bid Project: **Guadalupe Road – Arizona Ave to McQueen Rd (100% plans)**

Land-Tech Landscape Construction is pleased to submit this quote for the landscaping and irrigation supply and installation for the above referenced project. This proposal is based on Kimley - Horn Landscape Plan Sheets dated 11/22. No addendums were received.

- **Total Landscaping per attached bid schedule, \$401,116.52**

The following terms are for this specific project:

1. Quote expires 30 days from date of this quotation.
2. General Contractor is to provide finished grade to a plus or minus 1/10th of a foot before commencement of landscape work.
3. Quote per attached bid schedule.
4. Bid Includes pre-emergent herbicide application prior to dg installation and after installation.
5. Bid Excludes any directional bore sleeving.
6. Bid Excludes traffic control.
7. Bid Excludes any concrete sidewalk and pavement work.
8. Bid Excludes water taps, meters and water costs.
9. Bid Excludes any irrigation controllers.
10. Bid Excludes electric service to irrigation controllers
11. Bid Excludes permits and surety bonding.
12. Irrigation trouble-shoot and repair outside irrigation restoration areas will be billed as an additional expense.
13. Bid Includes a 120-day maintenance period.
14. Land-Tech will not be responsible for damage caused by others, vandalism, or adverse weather conditions.

We look forward to a successful bid and keep us in mind for future projects. Please review our bid breakdown, If you require additional information regarding this quote please feel free to contact me directly at Sergio@Land-Tech.biz or 480.349.0129.

Sincerely,

Sergio Calderon Jr
General Manager



Land-Tech Landscape Construction, L.L.C.
19140 W. Clarendon Ave. Litchfield Park, Arizona 85430
Office: 623.815.9216 Fax: 623.815.9218 Web: www.land-tech.biz
ROC 180344 ROC 205817

Attachments: bid schedule

LAND-TECH LANDSCAPE CONSTRUCTION

19140 W. CLARENDON AVE, LITCHFIELD PARK AZ, 85340

Guadalupe Road - Arizona Ave to McQueen Rd

Guadalupe Road - Arizona Ave to McQueen Rd
Gilbert, AZ

<u>Item No.</u>	<u>Item Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
-	Remove Trees & stump grind	4	Ea	4,021.17	16,084.68
-	concrete header curb - match existing	141	LF	9.61	1,355.01
-	Landscape Establishment 120 days	4	Month(s)	3,496.24	13,984.96
-	1" screened madison gold	12909	SY	6.60	85,199.40
-	Decomposed Granite - Match Existing	1385	SY	8.73	12,091.05
-	Turf Restoration Area	2124	SY	12.08	25,657.92
-	Irrigation Restoration	3028	SY	16.79	50,840.12
-	Rock Mulch Removal Area	185	CY	109.77	20,307.45
-	1 Gallon Shrub	582	Ea	10.48	6,099.36
-	5 Gallon Shrub	2340	Ea	26.74	62,571.60
-	Turf Removal Area	89025	SF	0.23	20,475.75
-	Multi-Port Emitters	690	Ea	32.98	22,756.20
-	Drip Lateral Flush Outlet	93	Ea	12.99	1,208.07
-	1" drip valve	35	Ea	303.93	10,637.55
-	2" Schedule 40 PVC Irrigation Pipe	420	LF	6.43	2,700.60
-	3/4" and 1" sch. 40 pvc irrigation valve wiring & retrofit	12320	LF	3.06	37,699.20
-	2" Schedule 40 PVC Irrigation Sleeve	1	LS	4,950.00	4,950.00
-	4" Schedule 40 PVC Irrigation Sleeve	80	LF	13.33	1,066.40
-	Miscellaneous / Mobilization	160	LF	17.07	2,731.20
-		1	LS	2,700.00	2,700.00
					\$401,116.52

Sun Valley Landscape
 1999 W. Houston Ave. Apache Junction, AZ 85120
 Air Force Veteran Owned and Operated
 Phone: (480) 898-0533
 Fax: (480) 898-1864
ROC #133935



GUADALUPE ROAD - ARIZONA TO MCQUEEN - 100% PLANS

ESCALATIONS MAY BE REQUIRED ON PVC, RESIN BASED MATERIALS AND METAL BASED MATERIALS DUE TO A VOLITALE MARKET					
DUE TO AVAILABILITY OF PLANT MATERIAL AND TREES DURING INSTALLATION, SUBSTITUTIONS MAY BE REQUIRED.					
BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
45	REMOVE EXISTING TURF - SPRAY WITH ROUND UP	89,025	SF	\$2.65	\$235,916.25
46	REMOVE EXISTING ROCK MULCH	185	CY	\$27.00	\$4,995.00
98	LANDSCAPE ESTABLISHMENT - 120 DAYS - WITH PRE EMERGENT	1	LS	\$22,500.00	\$22,500.00
99	SHRUBS - 1 GAL	582	EA	\$19.00	\$11,058.00
100	SHRUBS - 5 GAL	2,340	EA	\$29.00	\$67,860.00
101	DECOMPOSED GRANITE, 3/4" SCREENED, MADISON GOLD	12,909	SY	\$11.25	\$145,226.25
102	DECOMPOSED GRANITE, MATCH EXISTING SIZE AND COLOR	1,385	SY	\$12.15	\$16,827.75
103	LANDSCAPE / IRRIGATION RESTORATION	3,028	SY	\$31.05	\$94,019.40
104	2" SCHEDULE 40 PVC IRRIGATION SLEEVE	70	LF	\$5.00	\$350.00
105	4" SCHEDULE 40 PVC IRRIGATION SLEEVE	144	LF	\$14.00	\$2,016.00
106	1", PVC IRRIGATION PIPE, SCHEDULE 40	7,381	LF	\$2.55	\$18,821.55
107	3/4", PVC IRRIGATION PIPE, SCHEDULE 40	4,921	LF	\$1.85	\$9,103.85
108	2", PVC IRRIGATION PIPE, SCHEDULE 40	410	LF	\$5.75	\$2,357.50
109	RAIN BIRD XCZ-101-PRF DRIP CONTROL VALVE KIT, 1"	35	EA	\$650.00	\$22,750.00
110	FLUSH END CAP	93	EA	\$84.00	\$7,812.00
111	RAIN BIRD EMT 6XERI 6 OUTLET MANIFOLD WITH XERI BUG EMITTER	690	EA	\$32.00	\$22,080.00
121	MOBILIZATION/DEMOBILIZATION	1	LS	\$7,500.00	\$7,500.00
				TOTAL:	\$691,193.55

EXCLUDES:

- ABC
- ACTS OF GOD
- AIR RELIEF VALVES
- ART AND INSTALLATION
- ARTIFICIAL TURF
- BACKFLOW PREVENTER
- BARRICADES
- BENCHES
- BERMING
- BIKE RACKS
- BOOSTER PUMP
- BONDING
- BORING
- BOULDERS
- CLEARING
- CONCRETE HEADER
- CONTROLLER
- CONTROLLER MODULES
- CURBING
- DAVIS BACON WAGES
- DEMO OF TREES
- DUCTILE IRON
- ELECTRICAL RUNS & PULL BOXES
- EROSION CONTROL
- FENCING AND INSTALLATION
- FILTER FABRIC
- FLOW SENSOR
- GATE VALVES
- GRADES +/- .10
- GROUTED RIP RAP
- GRUBBING
- HARD DIG - , IF 310 BACKHOE CANNOT DIG, THERE WILL BE AN ADDITIONAL CHARGE.
- IF 2300DITCH WITCH TRENCHER CANNOT DIG, THERE WILL BE AN ADDITIONAL CHARGE.
- IMPORT/EXPORT OF SOIL
- IRRIGATION CONSULTING FEES
- IRRIGATION FOR NATIVE SEEDING
- ISOLATION VALVES
- MASTER VALVE
- NATIVE SEEDING
- NIGHT WORK
- OFF DUTY POLICE
- PAVERS
- PERMITS
- PORTA JOHN MUST BE PROVIDED
- POTS
- PROTECT IN PLACE TREES
- PURPLE PIPE
- QUICK COUPLERS

Sun Valley Landscape
1999 W. Houston Ave. Apache Junction, AZ 85120
Air Force Veteran Owned and Operated
Phone: (480) 898-0533
Fax: (480) 898-1864
ROC #133935



GUADALUPE ROAD - ARIZONA TO MCQUEEN - 100% PLANS

RAIN SENSOR
RELOCATES
RIP RAP
ROOT BARRIER
SALES TAX
SALVAGE
SALVAGE BOULDERS
SALVAGE CONCRETE
SALVAGE NURSERY
SAW CUTTING AND PATCHING OF ASPHALT & CONCRETE
SEEDING
SITE DUST CONTROL
SITE FURNISHINGS
SLURRY
SOD
SOIL TESTING
STABILIZED DECOMPOSED GRANITE
STAKING AND ROPING OF NAOS
STEEL EDGING
STREET SWEEPING
STRUCTURAL SOIL
THIRD PARTY DAMAGE OR VANDALISM
TRAFFIC CONTROL
TRASH RECEPTICLES
TREE REMOVALS
TRELLIS'
WATER METER
Owner/GC will provide water to site or will reimburse Sun Valley for any expenses associated with said meter and water usage.

INCLUDES:

Includes 2 mobilization, any additional MOB's will be charged @ \$750.00 each.

DISCLAIMER:

- Price good for 30 days. All price quotations are subject to change without notice, even after bid is accepted. Due to current market fluctuations all quotes for resin based products (including PVC Pipe) are good for 5 days, unless otherwise stated.
- Due to the volatile market and tariffs on certain materials bids are valid for 30 days. Escalations may be required on irrigation parts, piping and inert materials.
- Net 30 days unless otherwise indicated or negotiated.
- Prices good only if this proposal is made a part of the contract documents.
- Escalations may be required on any materials after 90 days from the bid date including Tree and Shrubs.
- Understand that in some case our bids may consist of special group pricing, discounts, etc. If we are asked to remove a bid item from our original quote, be advised that this may/or may not affect the bid's pricing as a whole. If the reduction of the line item is significant enough, SVL may be forced to remove our bid from the project completely. This includes even after SVL has been awarded and/or signed the contract for the project. We reserve the right at any time that these changes are being requested by the General Contractor, to make the decision whether or not we will continue on the project.

LIMITED WARRANTY:

Trees, Shrubs, Accents and Groundcover material is covered with an up to (90) day limited warranty, as long as installed and purchased through Sun Valley Landscape. Planting material newly installed will suffer some form of transplant shock, particularly during the hotter months. It is imperative that planting material receive proper care, so to minimize this stress. We will replace planting material during our maintenance period, if necessary. However, once this period end, if planting material has any issues and in need of replacement, the owner/General Contractor must provide proof that this material was properly cared for (to include sufficient water and fertilizer, as as needed). During the (90) day limited warranty period, we will only replace a tree once, should they die. Sun Valley Landscape will also advise when the best time for the replacement is to occur, choosing the most effective, optimum replacement period for the replacement. Sun Valley Landscape assumes no responsibility for replacement of planting material killed or damaged by pest, insect infestation, abnormal weather conditions, nor will we replace any planting material experiencing "seasonal die-back". Owner/General Contractor will insure proper care of all planting material, or any implied or contractual warranties will be immediately voided. WATER!!

Quote Group: Millings

Award Complete
Status:

Reviewed: Yes

Last 8/21/2022
Reviewed: 10:46:46
AM

Quote Last 12/13/2022
Changed: 7:42:52 AM

(1 of 1)

Quote Description: Millings 100%
 Awarded Total: 224,904.70
 Quoted Items Total: 224,904.70
 Special Conditions: 0.00
 Quoted Total: 224,904.70
 Last Update: 12/13/2022 7:42:52 AM
 Comparable Total: 224,904.70
 Seller: Bryco Asphalt Milling
 Minority Type:

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Millings	32.1.3.1	Milling Sub Remove 5" Asphalt	34,022.00	SY	5.45	185,419.90						
Millings	32.1.3.2	Milling Sub Hauloff	34,022.00	SY	-FREE-	-FREE-						
Millings	32.2.3.1	Milling Sub Remove 3" Asphalt	10,214.00	SY	3.20	32,684.80						
Millings	32.2.3.2	Milling Sub Hauloff	10,214.00	SY	-FREE-	-FREE-						
Millings	121.3	Milling Sub Mob	8.00	EA	850.00	6,800.00						

AWARDED

AWARDED

Bryco Asphalt Inc.
1959 S Power Rd #103 - 375
Mesa , AZ 85206
Office 480-987-9133 Fax 480-223-6411
AZ License #ROC206914 (L-05)
Brycomilling.com

PROPOSAL AND CONTRACT

12/8/22

Contact: **Hunter - Guadalupe Rd.**
Job: **Arizona Ave. to Mcqueen Rd.**

The undersigned agrees to furnish and provide necessary labor to do, perform and complete in a profession manner the following:

Mill asphalt, sweep to clean up, and haul off millings:

10,213 SY @ 3" deep \$3.20 per SY
34,022 SY @ 5.5" deep \$5.45 per SY

Price per move-in. \$ 850.00

For additional thickness of asphalt the price will be proportionately adjusted.

This work excludes: taxes, permits, after hours, traffic control, water permits, water, any and all damages to utilities including: cables, wires, pipes, etc. inside mill area, damage to curbing or valley gutter from crossing over with the machine.
Any damage caused to the machine by any unknowns inside work area.
Damage to teeth caused by any unknowns will be billed to the contractor at \$200 per broken tooth.

- * Any additional work not noted above that may need to be completed by Bryco will need to be pre-approved between the customer and Bryco Asphalt Milling Inc. and a price determined before completion.
- *Prices are based on the job as a whole and unit prices are based on given quantities.
- * Pricing only good for 30 days.

Respectively submitted,
Brady Short
Bryco Asphalt Milling Inc.

CUSTOMER'S ACCEPTANCE

Bryco Asphalt Milling Inc. is hereby authorized to furnish all labor required to complete the work noted in the above proposal for which I agree Bryco Asphalt Milling Inc. will be paid the amount noted in said proposal in accordance with the terms thereof. Invoices are due upon receipt. 1.5% monthly late fee will be charged to all past due amounts. If invoice is not paid within 90 days, a Mechanics Lien will be placed on the job and additional charges will be charged to the customer.

ACCEPTANCE AND AUTHORIZED BY:

Signature: _____

Quote Group: QC

Award Complete Status:

Reviewed: Yes

Last Reviewed: 8/19/2022 10:11:16 AM

Quote Last Changed: 12/13/2022 7:43:41 AM

(1 of 1)

Quote Description:	QC 100 %	QC 95%	QC 95%	QC 95%
Awarded Total:	101,164.00	0.00	0.00	0.00
Quoted Items Total:	101,164.00	101,249.38	115,519.00	124,304.11
Special Conditions:	0.00	0.00	0.00	0.00
Quoted Total:	101,164.00	101,249.38	115,519.00	124,304.11
Last Update:	12/13/2022 7:43:41 AM	12/9/2022 1:48:49 PM	12/9/2022 1:48:54 PM	12/9/2022 1:48:58 PM
Comparable Total:	101,164.00	101,249.38	115,519.00	124,304.11
Seller:	Ninyo & Moore	Alpha	ACS Services LLC	Western Technologies, Inc.
Minority Type:				

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
QC	119.1	Field Technician	1,024.00	HR	60.00	61,440.00	55.00	56,320.00	65.00	66,560.00	70.00	71,680.00
QC	119.2	Professional Engineer	24.00	HR	136.00	3,264.00	120.00	2,880.00	145.00	3,480.00	175.00	4,200.00
QC	119.3	Project Manager	36.00	HR	96.00	3,456.00	90.00	3,240.00	95.00	3,420.00	90.00	3,240.00
QC	119.4	Administration	73.00	HR	38.00	2,774.00	50.00	3,650.00	45.00	3,285.00	0.01	0.73
QC	119.5	Trip Charge	159.00	EA	-FREE-	-FREE-	19.00	3,021.00	56.00	8,904.00	60.00	9,540.00
QC	119.6	Proctor, Standard Compaction Test	13.00	EA	125.00	1,625.00	140.00	1,820.00	110.00	1,430.00	145.00	1,885.00
QC	119.7	Sieve Analysis	67.00	EA	110.00	7,370.00	80.00	5,360.00	70.00	4,690.00	85.00	5,695.00
QC	119.8	Plasticity Index	62.00	EA	90.00	5,580.00	160.00	9,920.00	80.00	4,960.00	100.00	6,200.00
QC	119.9	Specific Gravity Coarse Aggregates	5.00	EA	180.00	900.00	148.00	740.00	80.00	400.00	0.00	0.00
QC	119.10	Cylinder Pick Up	38.00	EA	-FREE-	-FREE-	0.01	0.38	176.00	6,688.00	0.01	0.38
QC	119.11	Concrete Compressive Strength (Set of 4)	38.00	EA	60.00	2,280.00	76.00	2,888.00	64.00	2,432.00	72.00	2,736.00
QC	119.12	Marshall Density	25.00	EA	100.00	2,500.00	123.00	3,075.00	130.00	3,250.00	200.00	5,000.00
QC	119.13	Theoretical Max Density	25.00	EA	100.00	2,500.00	148.00	3,700.00	130.00	3,250.00	200.00	5,000.00
QC	119.14	% Asphalt Binder	25.00	EA	150.00	3,750.00	105.00	2,625.00	70.00	1,750.00	215.00	5,375.00
QC	119.15	Core Rig Equipment	6.00	DY	400.00	2,400.00	60.00	360.00	45.00	270.00	417.00	2,502.00
QC	119.16	Core Thickness & Density	25.00	EA	25.00	625.00	66.00	1,650.00	30.00	750.00	50.00	1,250.00
QC	119.17	Fractured Face	5.00	EA	140.00	700.00	0.00	0.00	0.00	0.00	0.00	0.00

AWARDED

AWARDED

August 18, 2022
Proposal No. 12PHX02-04752

Mr. Malcom George
Hunter Contracting
701 North Cooper Road
Gilbert, Arizona 85233

Subject: Proposal to Perform Materials Testing Services
Guadalupe Road – Arizona to McQueen
Gilbert, Arizona

Dear Mr. George:

Ninyo & Moore is pleased to submit the following proposal to perform materials testing services for the Guadalupe Road – Arizona to McQueen Reconstruction Project in Gilbert, Arizona. Our scope of service and estimated fee was derived from the information we received from your office, our preparation of the geotechnical engineering report for this project site (Ninyo & Moore Project No. 606827001), our interpretation of the provided bid documents, and our experience with similar projects.

PROJECT UNDERSTANDING

The project will include the roadway reconstruction of Guadalupe Road from Arizona Avenue to McQueen Road and smaller portions of Obispo Avenue, Fiesta Boulevard, and Colorado Street. In general, the reconstruction will include replacing the asphalt concrete pavement, updating signal components, relocating power lines, and improvements to the existing box culvert below Guadalupe Road. The relocation and replacement of underground utilities is also planned for this project.

SCOPE OF SERVICES

Ninyo & Moore anticipates that the following services may be needed during the construction phase:

- Materials observation, testing, and sampling during the placement of soil, aggregate, concrete, and asphalt.
- Laboratory testing of soil, aggregate, concrete, and asphalt materials.

ASSUMPTIONS

This proposal and cost estimate include the following assumptions:

- Construction and laboratory testing of soils, aggregates, asphalt, and concrete frequencies are based on 2022 Town of Gilbert Standard Specifications and Details, The Town of Gilbert Supplement to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, and MAG.

ESTIMATED FEE

Ninyo & Moore estimates the materials testing services fees will be on the approximately \$58,000 (Fifty-Eight Thousand Dollars). Services will be performed on a time-and-materials basis. The attached Table 1 details the breakdown of our proposed fees for this project and also includes a summary of our anticipated scope of work.

The time required for construction materials testing on the project will be directly related to the schedule and performance of the various contractors on the site and how many trips are made to the site. As a result, total fees for our services will be based upon the applicable unit rates. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Dylan Walker, PE
Project Engineer



Eric Zite
Principal

DCW/EZ/tp

Attachments: Table 1 – Materials Testing Breakdown of Estimated Fee
Schedule of Fees
Work Authorization and Agreement

Table 1 - Breakdown of Estimated Fee						
Earthwork						
Field Technician	300 hours	@	\$	50.00 /hour	\$	15,000.00
Vehicle/Equipment Usage	300 hours	@	\$	10.00 /hour	\$	3,000.00
Subtotal						\$ 18,000.00
Concrete						
Field Technician	110 hours	@	\$	50.00 /hour	\$	5,500.00
Vehicle/Equipment Usage	110 hours	@	\$	10.00 /hour	\$	1,100.00
Subtotal						\$ 6,600.00
Asphalt Paving						
Field Technician	100 hours	@	\$	50.00 /hour	\$	5,000.00
Field Technician - Coring	50 hours	@	\$	100.00 /hour	\$	5,000.00
Vehicle/Equipment Usage	150 hours	@	\$	10.00 /trip	\$	1,500.00
Subtotal						\$ 11,500.00
Laboratory Testing						
Proctor Density	3 tests	@	\$	125.00 /test	\$	375.00
Gradation	22 tests	@	\$	110.00 /test	\$	2,420.00
Atterberg Limit	22 tests	@	\$	90.00 /test	\$	1,980.00
Abrasion	1 test	@	\$	180.00 /test	\$	180.00
Fractured Faces	4 tests	@	\$	140.00 /test	\$	560.00
Asphalt Marshall Bulk Density	23 tests	@	\$	100.00 /test	\$	2,300.00
Maximum Theoretical Specific Gravity (Rice)	23 tests	@	\$	100.00 /test	\$	2,300.00
Asphalt Extraction/Gradation	23 tests	@	\$	150.00 /test	\$	3,450.00
Core Density and Thickness	46 tests	@	\$	25.00 /test	\$	1,150.00
Concrete Cylinders	100 tests	@	\$	15.00 /test	\$	1,500.00
Subtotal						\$ 16,215.00
Project Management and Data Processing						
Project Engineer/Manager	45 hours	@	\$	96.00 /hour	\$	4,320.00
Data Processor	30 hours	@	\$	38.00 /hour	\$	1,140.00
Subtotal						\$ 5,460.00
TOTAL ESTIMATED FEE					\$	57,775.00

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

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

Field Staff

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

Administrative Staff

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

Other Charges

Asphalt Coring Equipment (includes technician)	\$ 100/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 10/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

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

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

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

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

Schedule of Fees for Laboratory Testing

SOILS

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

MASONRY

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

REINFORCING AND STRUCTURAL STEEL

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

CONCRETE

Concrete Core Absorption ASTM C 497 Method A	\$ 85
Concrete Core Compressive Strength, C 42, T 24-93	\$ 90
Concrete Coring Minimum Charge	\$ 300
Concrete Laboratory Mix Verification, excluding cylinders	\$ 300
Concrete Mix Design	\$ 2,000
Compression Tests, 6x12 Cylinder, C 39, T 22-92	\$ 15
Drying Shrinkage, C 157	\$ 300
Flexural Test, C 78	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 190
Lightweight Concrete Fill Compression, C 495	\$ 40
Measurement of Concrete Cores, ASTM C 174	\$ 20
Rapid Chloride Permeability, C 1202	\$ 425
Splitting Tensile Strength, C 496	\$ 95
Time of Setting of Cement by Vicat Needle, C 191	\$ 250

ASPHALT

Asphalt Mix Design Review	\$ 400
Asphalt Mix Design, 5 points, Tex	\$ 1,500
Asphalt Content/Gradation (Ignition Oven), T 308, D 6307	\$ 150
Bulk Density Lab Molded Samples, Tex 207F (per set)	\$ 50
Bulk Specific Gravity per specimen (non-absorptive), D 2726	\$ 25
Bulk Specific Gravity per specimen (coated), D 1188	\$ 45
Compressive Strength of Hot Mix Asphalt, T 167	\$ 275
Extraction, % Asphalt, including Gradation, D 2172, T 164-94 T 30-93, Tex 210F	\$ 225
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 200
Hveem Stability, Tex 208F (per set)	\$ 90
Marshall Bulk Density, (set of 3) T 245-94	\$ 100
Marshall Mix Design	\$ 3,500
Maximum Theoretical Unit Weight, D 2041, CT 309, Tex 227F	\$ 100
Molding Specimens, Tex 206F (per set)	\$ 55
Tensile Strength Ratio D 4867, T283	\$ 350
SuperPave Mix Design	\$ 4,000

AGGREGATES

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

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

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
3202 East Harbour Drive
Phoenix, Arizona 85034

PROPOSAL NO. **12PHX02-04752**

1. PROJECT ADDRESS: **Guadalupe Road – Arizona to McQueen, Gilbert, Arizona**
2. PROJECT DESCRIPTION: **Materials Testing Services**
3. SCOPE OF STUDY: **Please refer to proposal dated August 18, 2022.**
4. FEE: **\$58,000 (Fifty-Eight Thousand Dollars – Time and Materials)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Hunter Contracting** PHONE: **(480) 892-0521**
701 North Cooper Road
Gilbert, Arizona 85233
- CONTACT: **Malcom George** PHONE: **(480) 892-0521**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Hunter Contracting**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **12PHX02-04752** dated **August 18, 2022**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

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

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

SITE ACCESS AND SITE CONDITIONS

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

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

CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

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

MONITORING

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

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

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

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

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

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

BILLING AND PAYMENT

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

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

TERMINATION

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

RISK ALLOCATION

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

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

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

INDEMNIFICATION

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

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

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

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

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

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

DISPUTE RESOLUTION

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

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

GOVERNING LAW AND SURVIVAL

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

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

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent

Date

Craig Rees, Principal/Construction Services

Date

PM: DCW



8/19/2022

Hunter Contracting Co.
701 North Cooper Road
Gilbert AZ 85233

Malcolm George

Project: Guadalupe Road - Arizona Avenue to McQueen Road Roadway Reconstruction and Improvements
Project Location: Guadalupe Road - Arizona Avenue to McQueen Road, Gilbert, AZ

Dear Malcolm George

Alpha Geotechnical & Materials, Inc. (Alpha), is pleased to present our estimate for sampling and testing services for this project. This proposal is based upon a review of **Preliminary 95% Improvement Plans** as part of a request for proposal dated **8/3/2022** by **Hunter Contracting Co.**

PROJECT UNDERSTANDING

The project consists of a **roadway improvement** known as **Guadalupe Road, Roadway Reconstruction & Improvements ST1770** in **Gilbert**, AZ. It is our understanding that **Town of Gilbert** will be the governing municipality. Materials sampling and testing services will be required to determine compliance with the applicable specifications and jurisdictional regulations during construction.

Thank you for giving us the opportunity to be a part of your project team. Should you have any questions or require additional information, please do not hesitate to contact me. We have identified the budgeted tasks below, the task details including assumptions are identified in EXHIBIT A, Scope of Services. The Consulting Services Agreement is included in EXHIBIT B.

Budget Summary for - Guadalupe Road - Arizona Avenue to McQueen Road Roadway Reconstruction and Improvements

Task Name	Cost
Drainage Facilities (DF)	\$2,485.00
Dry Utilities (DU)	\$846.00
Commercial Structure (CS)	\$3,311.00
Streets & Street Related Work (ST)	\$32,607.00
Project Management (PM)	\$4,058.00
Project total:	\$43,307.00

** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged after 8 hours ,before 7:00 a.m. and after 5:00 p.m. and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small concrete placements etc.

Andy Walter

Andy Walter



Andrew C. Walton
Project Manager

Andrew C. Walton - Proposal Writer

Exhibit A - Scope of Services
Exhibit B - Consulting Service Agreement

**EXHIBIT A
Scope of Services**

Drainage Facilities (DF)

Alpha will complete nuclear density-moisture testing and concrete sampling to check for compliance with the requirements of **Town of Gilbert Project ST1770, Special Conditions for Construction**. It is estimated that **3** structures (**less than 50** cubic yards of concrete and **3** placements) is being installed and test compaction of **950 cubic yards of AB material backfill** for the box culvert. Alpha assumes our technicians will be on site for no more than **3** hours per trip. Alpha estimates this time will be spread over the number of trips identified in the cost estimate below. In addition to field testing, some laboratory testing will also be required and has been included in our estimate.

- It is assumed moisture-density relationships developed during mass grading will be utilized.
- This does not include inspections associated with Underground Retention Installation.

Cost Estimate for - Drainage Facilities (DF)

Description	Qty	Rate	Units	Total
Field Technician	26.00	\$55.00	RtHr	\$1,430.00
LA Abrasion ASTM C131 / AASHTO T96	1.00	\$214.00	EA	\$214.00
Compressive Strength of Concrete Specimens ASTM C39	12.00	\$19.00	EA	\$228.00
Fractured Face ASTM D5821 / Az212e	1.00	\$100.00	EA	\$100.00
Standard Proctor ASTM D698-C / AASHTO T99-D	1.00	\$140.00	EA	\$140.00
Plasticity Index (Wet Preparation) ASTM D4318 / AASHTO T89 & T90 & T146	1.00	\$160.00	EA	\$160.00
Gradation of soil or aggregate ASTM C136 & C117 / AASHTO T27 & T11	1.00	\$80.00	EA	\$80.00
Mileage Charge	7.00	\$19.00	Trip	\$133.00
				\$2,485.00
			Total for Drainage Facilities (DF)	\$2,485.00

Dry Utilities (DU)

Alpha will complete nuclear density-moisture testing to check for compliance with the jurisdictional requirements of **Town of Gilbert Project ST1770, Special Conditions for Construction**. Alpha assumes our technicians will be on site for no more than **3** hours per trip. Alpha estimates this time will be spread over the number of trips identified in the cost estimate below. In addition to field testing, some laboratory testing will also be required and has been included in our estimate.

- It is assumed moisture-density relationships developed during mass grading will be utilized.
- It is assumed excavations for transformer pads will be backfilled with CLSM, and will not require testing.

Cost Estimate for - Dry Utilities (DU)

Description	Qty	Rate	Units	Total
Field Technician	14.00	\$55.00	RtHr	\$770.00
Mileage Charge	4.00	\$19.00	Trip	\$76.00
				\$846.00
			Total for Dry Utilities (DU)	\$846.00

Commercial Structure (CS)

Alpha will complete **concrete sampling and special inspections** to check for compliance with the project related specifications. Special inspections are included for **48 light pole foundations** and **5 signal pole foundations** to included depth of foundation, concrete construction, structural steel. It is estimated that the pole foundations will be poured in **7** placements. This proposal includes **7** special inspection trips to perform the soils and rebar special inspection with an average of **2** hours onsite per trip. Alpha estimates the total number of trips as identified in the cost estimate below. In addition to materials sampling **and special inspections**, the associated required laboratory



testing has been included in our estimate.

- Concrete sampling is included for every **100** cubic yards placed per the Cast-In-Place Concrete section of the specifications.

Cost Estimate for - Commercial Structure (CS)

Description	Qty	Rate	Units	Total
Special Inspector	17.50	\$70.00	RtHr	\$1,225.00
Field Technician	21.00	\$55.00	RtHr	\$1,155.00
Compressive Strength of Concrete Specimens ASTM C39	28.00	\$19.00	EA	\$532.00
Travel - Trip Charge	21.00	\$19.00	Trip	\$399.00
Total for Commercial Structure (CS)				\$3,311.00

Streets & Street Related Work (ST)

Alpha will complete nuclear density-moisture testing on subgrade materials, collect concrete specimens for laboratory compressive strength testing, and collect samples of asphaltic concrete for compliance with jurisdictional requirements of **Town of Gilbert Project ST1770, Special Conditions for Construction.**

Construction of sidewalks, ramps, aprons, catch basins, curb and gutter and valley gutter will require **15** trips to perform the necessary compaction testing and concrete sampling. This assumes **15** concrete placements for the construction of sidewalks, ramps, catch basins, curb and gutter.

Alpha estimates street and street related work be constructed **in less than three months.** Alpha assumes the asphaltic concrete paving operations will be completed at rate of **1500** tons per day and will require **26** trips to test compaction of roadway subgrade, aggregate base course and sampling of asphaltic concrete. Asphaltic concrete coring will be required and it is included. It is assumed that **3** coring rig mobilizations will be required. Alpha estimates the total number of trips as identified in the cost estimate below. Laboratory testing will also be required to cover the necessary concrete and asphaltic concrete compliance testing.

- It is assumed that moisture-density relationships for aggregate base materials will be needed.
- Nuclear density testing will be completed during paving operations for informational purposes only.
- Alpha is not responsible for the development of a roll pattern, but will provide data to assist the contractor.
- MCDOT jurisdictional requirements (EOR duties) do not apply to this project.



Cost Estimate for - Streets & Street Related Work (ST)

Description	Qty	Rate	Units	Total
Field Technician	221.00	\$55.00	RtHr	\$12,155.00
Gradation of soil or aggregate ASTM C136 & C117 / AASHTO T27 & T11	27.00	\$80.00	EA	\$2,160.00
Standard Proctor ASTM D698-A / AASHTO T99-A	4.00	\$115.00	EA	\$460.00
Standard Proctor ASTM D698-C / AASHTO T99-D	3.00	\$140.00	EA	\$420.00
Swell (Remolded Sample) ASTM D4546	4.00	\$148.00	EA	\$592.00
Ignition Furnace Calibration or Aggregate Correction ASTM D6307 / AASHTO T308 / Az 427	1.00	\$500.00	EA	\$500.00
LA Abrasion ASTM C131 / AASHTO T96	1.00	\$214.00	EA	\$214.00
Compressive Strength of Concrete Specimens ASTM C39	60.00	\$19.00	EA	\$1,140.00
Unit Weight of Cores ASTM D2726 / AASHTO T166	48.00	\$31.00	EA	\$1,488.00
Thickness of Cores ASTM D3549	48.00	\$20.00	EA	\$960.00
Asphaltic Concrete Coring - Diamond Bit Wear	48.00	\$15.00	EA	\$720.00
Fractured Face ASTM D5821 / Az212e	5.00	\$100.00	EA	\$500.00
Plasticity Index (Wet Preparation) ASTM D4318 / AASHTO T89 & T90 & T146	23.00	\$160.00	EA	\$3,680.00
Rice or Maximum Theoretical Specific Gravity ASTM D2041 / AASHTO T209 / Az 417c	9.00	\$148.00	EA	\$1,332.00
Marshall Unit Weight of Compacted Specimens ASTM D6926 / AASHTO R68 & T166	9.00	\$123.00	EA	\$1,107.00
Oil Content by Ignition Method ASTM D6307 / T308A	24.00	\$105.00	EA	\$2,520.00
Plasticity Index (Dry Preparation) ASTM D4318 / AASHTO T89 & T90	4.00	\$65.00	EA	\$260.00
Asphaltic Concrete Coring - Drill Rig Use per day	3.00	\$60.00	EA	\$180.00
Gradation of extracted aggregate ASTM D6307 / AASHTO T30	24.00	\$60.00	EA	\$1,440.00
Mileage Charge	41.00	\$19.00	Trip	\$779.00
Total for Streets & Street Related Work (ST)				\$32,607.00

Project Management (PM)

Alpha estimates some project management and minor consultation will be necessary over the course of the project. Some of these activities may include assistance with submittal reviews, attendance to a pre-construction meeting, attendance to pre-activity meetings, test schedule development and report development.

- Weekly or monthly budget updates are not included in this fee.
- Project Administration Fee: Alpha's project administration fee covers dispatching, test data management and test data review.

Cost Estimate for - Project Management (PM)

Description	Qty	Rate	Units	Total
Professional Engineer	6.00	\$120.00	RtHr	\$720.00
Project Manager	20.00	\$90.00	RtHr	\$1,800.00
Administrative Assistant	30.00	\$50.00	RtHr	\$1,500.00
Mileage Charge	2.00	\$19.00	Trip	\$38.00
Total for Project Management (PM)				\$4,058.00

EXHIBIT B



Consulting Services Agreement

This CONSULTING SERVICES AGREEMENT is made by and between: -

Hunter Contracting Co.

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

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

22-CM-13348 dated: **8/19/2022**

and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this CONSULTING SERVICES AGREEMENT must be mutually agreed to in writing.

SECTION 1 - SCOPE OF WORK

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

SECTION 2 - PERMITS & UTILITIES

1. Unless otherwise stated in the PROPOSAL, CLIENT shall apply for and obtain all required permits and licenses. CLIENT shall make all necessary arrangements for right of entry to provide Alpha access to the site for all equipment and personnel at no charge to Alpha.

2. While Alpha will take all reasonable precautions to minimize any damage to the property, CLIENT agrees to hold Alpha harmless for any damages to structures or any damage required for right of entry, in the absence of willful and gross misconduct by Alpha.

SECTION 3 - SAMPLES

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

SECTION 4 - INVOICES

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

SECTION 5 - OWNERSHIP OF DOCUMENTS

1. All reports, field data, field notes, calculations, estimates and other documents prepared by Alpha, as instruments of service, shall remain the property of Alpha.

2. Alpha will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to CLIENT at reasonable times.

SECTION 6 - DISPUTES

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

SECTION 7 - STANDARD OF CARE & NOTIFICATION

1. Services performed by Alpha under this CONSULTING SERVICES AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty is expressed or implied.
2. Alpha agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies.
3. Alpha will be responsible for data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 8 - LIMITATION OF LIABILITY

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

SECTION 9 - INSURANCE

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

SECTION 10 - TERMINATION

1. This CONSULTING SERVICES AGREEMENT may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the event of the parties' failure to agree upon an adjustment to this CONSULTING SERVICES AGREEMENT in accordance with Section 6. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Alpha shall be paid for services performed to the termination notice date plus reasonable termination expenses.
2. In the event of termination or suspension for more than three (3) months prior to completion of all reports contemplated by this CONSULTING SERVICES AGREEMENT, Alpha may complete such analyses and records as are necessary to complete ALPHA's Project files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of ALPHA in completing such analyses, records and reports.



SECTION 11 - ENTIRE AGREEMENT

This CONSULTING SERVICES AGREEMENT along with the exhibits and/or proposals appended hereto constitute the entire CONSULTING SERVICES AGREEMENT of the parties with respect to the subject matter hereof. The Parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this CONSULTING SERVICES AGREEMENT which will become effective on the date signed by the CLIENT below.

Alpha Geotechnical & Materials, Inc.

Client

By (please sign here):

By : (please sign here):

Print Name: Carrie Weaver

Print Name _____

Title: President

Title _____

Date: 8/19/2022

Date _____

Thank you for the opportunity to submit a proposal for this project, we appreciate your consideration. We will be awaiting your response to proceed and look forward to working with you. We believe we have covered all required items. Please give us a call if you have any questions.

ACS SERVICES LLC

Geotechnical Engineering, Construction Material Testing, Special Inspections
DBE - WBE - SBE

Date: August 18, 2022

Hunter Contracting Co.

Attn: Malcolm George
701 North Cooper Road
Gilbert, Arizona 85233

Phone: 480-503-7440 Fax: 480-892-4932 Email: malcolm.george@huntercontracting.com

Subject: Guadalupe Road - Arizona to McQueen

Proposal No.: 2230173

ACS Service LLC is pleased to present the following proposal to conduct Quality Control Materials Testing Services at the subject site. Our fee estimate for this project is based on the lab testing quantities calculated directly from plan quantities and testing frequency required in the specifications. ACS looks forward to the opportunity of working with you.

Our Contact Information: 2235 West Broadway Road, Mesa, Arizona 85202
Office: (480) 968-0190 Fax: (480) 968-0156
Estimator: Sean Mayfield - sean@acsservicesllc.com

Estimate Includes:

- A. Fee for technician includes: portal to portal technician time and field testing equipment.
- B. Standard Contractor Quality Control testing typical of related projects, excluding those items listed below.
- C. This quote is based on 2 hour minimum technician charge per trip. Overtime will be billed at a 1.5 multiplier of normal hourly rate for weekends, holidays, and over 40 hours in a week.
- D. Laboratory testing is based on per test pricing.

Estimate Excludes:

- E. Accelerated construction schedule and unforeseen conditions such as weather, stand by delays, re-testing, repairs, schedule changes, project sequencing, customer requests, change orders, etc.
- F. Process control testing on the production of mineral aggregates, concrete aggregates, and additional other construction materials is the responsibility of the respective material suppliers.
- G. Other testing/services: concrete and asphalt prequalification mix design; batch plant/precast plant inspections; environmental testing.
- H. Contractor to provide electricity, space, water, sewer and internet to mobile laboratory if mobile lab required

Based upon the estimated schedule, materials quantities and specified testing requirements, the estimated cost for conducting our services is:

\$73,372.00

A breakdown of this pricing is attached. All prices quoted are valid for 30 Days from the date stated on this proposal.

Actual Cost based on Time and Materials and Unit Pricing

Pricing Breakdown



Item: Subgrade - Roadway, Trench Backfill, Sidewalk, Curb & Gutter

Direct Labor

Description	Qty	Unit	Rate/Unit	Total
Field Technician	253	Hour	\$65.00	\$16,445.00
Professional Engineer	9	Hour	\$145.00	\$1,305.00
Project Manager	19	Hour	\$95.00	\$1,805.00
Administration/clerical	39	Hour	\$45.00	\$1,755.00
Trip Charge	79	Trip	\$56.00	\$4,424.00

Laboratory

Description	Qty	Unit	Rate/Unit	Total
Proctor, Standard Compaction Test	4	Each	\$110.00	\$440.00
Sieve Analysis Fine and Coarse Aggregate, Gradation	0	Each	\$70.00	\$0.00
Plasticity Index, Liquid and Plastic Limits	0	Each	\$70.00	\$0.00
Estimated Sub Total				\$26,174.00

Item: Aggregate Base Course

Direct Labor

Description	Qty	Unit	Rate/Unit	Total
Field Technician	77	Hour	\$65.00	\$5,005.00
Professional Engineer	2	Hour	\$145.00	\$290.00
Project Manager	5	Hour	\$95.00	\$475.00
Administration/clerical	11	Hour	\$45.00	\$495.00
Trip Charge	22	Trip	\$56.00	\$1,232.00

Laboratory

Description	Qty	Unit	Rate/Unit	Total
Proctor, Standard Compaction Test	3	Each	\$120.00	\$360.00
Sieve Analysis Fine and Coarse Aggregate, Gradation	12	Each	\$70.00	\$840.00
Plasticity Index, Liquid and Plastic Limits, Wet Prep.	12	Each	\$80.00	\$960.00
Specific Gravity Coarse Aggregates	3	Each	\$80.00	\$240.00
Estimated Sub Total				\$9,897.00



Pricing Breakdown

Item: Concrete

Direct Labor

Description	Qty	Unit	Rate/Unit	Total
Field Technician	116	Hour	\$65.00	\$7,540.00
Professional Engineer	5	Hour	\$145.00	\$725.00
Project Manager	10	Hour	\$95.00	\$950.00
Administration/clerical	20	Hour	\$45.00	\$900.00
Trip Charge	40	Trip	\$56.00	\$2,240.00
Cylinder Pick Up	18	Trip	\$176.00	\$3,168.00

Laboratory

Description	Qty	Unit	Rate/Unit	Total
Concrete Compressive Strength (set of 4)	44	Set	\$64.00	\$2,816.00
Estimated Sub Total				\$18,339.00

Item: Asphaltic Concrete

Direct Labor

Description	Qty	Unit	Rate/Unit	Total
Field Technician	72	Hour	\$65.00	\$4,680.00
Field Technician - Coring	30	Hour	\$65.00	\$1,950.00
Professional Engineer	0.5	Hour	\$145.00	\$72.50
Project Manager	1.5	Hour	\$95.00	\$142.50
Administration/clerical	3	Hour	\$45.00	\$135.00
Trip Charge	6	Trip	\$56.00	\$336.00
Trip Charge - Coring	6	Trip	\$56.00	\$336.00

Laboratory

Description	Qty	Unit	Rate/Unit	Total
Marshall Density	24	Each	\$130.00	\$3,120.00
Theoretical Max Density (rice)	24	Each	\$130.00	\$3,120.00
Sieve Analysis	24	Each	\$70.00	\$1,680.00
% Asphalt Binder	24	Each	\$70.00	\$1,680.00
Core Rig Equipment	6	Day	\$45.00	\$270.00
Core Thickness & Density	48	Each	\$30.00	\$1,440.00
Estimated Sub Total				\$18,962.00



While ACS Services LLC strives to do work in a non invasive manner, we cannot accept liability for work done at the request of the Customer under circumstances beyond our knowledge and/or control. Customer shall indemnify, defend, save and hold harmless ACS Services LLC dba ACS Engineering Group and their respective officers, directors, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") 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 during or from work performed by ACS Services LLC.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Customer to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Customer from and against any and all Claims. It is agreed that Customer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

These General Conditions are an integral part of this proposal and are incorporated herein.

Please contact ACS Services LLC if you have any questions.

Respectfully Submitted,
ACS Services LLC

Sean M. Mayfield
Material Testing Manager

Client acknowledges acceptance of this estimate and Terms and Conditions by signing below and returning, faxing or emailing the signed proposal to ACS Services LLC.

Authorized Signature: _____ Date

Print Name: _____

Title: _____

Firm: _____



QUOTATION FOR SERVICES

Ref. No. 2142PG384

To: Hunter Contracting Co.
701 N. Cooper Road
Gilbert, AZ 85233

Page 1 of 2

Attn: Malcolm George

Re: Guadalupe Road - Arizona to McQueen
Guadalupe Road and McQueen Road
Gilbert, AZ 85233

August 18, 2022

Western Technologies Inc. is pleased to present the enclosed Proposal/Contract for providing materials engineering services for the referenced project. This Proposal/Contract consists of our estimate of time and material quantities and Standard Terms and Conditions.

This estimate is provided for budgeting purposes and the total costs will be based upon the unit rates and the actual services provided. Unit rates are valid for 45 days from date of proposal. Please review the proposal and enclosed Terms and Conditions, and sign where provided below. **Scheduling services must be done 24 hours in advance by calling (602) 437-0037 or email phxdispatch@wt-us.com not later than 3:00 p.m. the working day before.**

<i>Qty</i>	<i>Unit</i>	<i>Description</i>	<i>Rate, \$</i>	<i>Extension, \$</i>
<u>Earthwork - Backfilling Operations:</u>				
30	hour	Engineering Technician	70.00	2,100.00
2	each	Standard Proctor	145.00	290.00
1	each	Sieve Analysis - Fine	65.00	65.00
1	each	Plasticity Index	100.00	100.00
8	each	Trip Charge	60.00	480.00
		SUBTOTAL		3,035.00
<u>Subgrade/Aggregate Base:</u>				
48	hour	Engineering Technician	70.00	3,360.00
2	each	Standard Proctor	145.00	290.00
2	each	Plasticity Index	100.00	200.00
2	each	Sieve Analysis - ABC	85.00	170.00
14	each	Trip Charge	60.00	840.00
		SUBTOTAL		4,860.00

Gilbert, AZ 85233

2142PG384

Asphalt Paving:

30	hour	Engineering Technician	70.00	2,100.00
15	each	Ignition and Gradation	215.00	3,225.00
15	each	Marshall Density	200.00	3,000.00
15	each	Maximum Theoretical Density (Rice)	200.00	3,000.00
24	each	Unit Weight and Thickness	50.00	1,200.00
1	est	AC Coring	2,500.00	2,500.00
8	each	Trip Charge	60.00	480.00
SUBTOTAL				15,505.00

Concrete:

36	hour	Engineering Technician	70.00	2,520.00
24	set	Compressive Strength Concrete 4X8 (set of 4)	72.00	1,728.00
12	each	Trip Charge	60.00	720.00
SUBTOTAL				4,968.00

Professional Services:

4	hour	Project Manager	90.00	360.00
SUBTOTAL				360.00

TOTAL ESTIMATED FEE 28,728.00

After you have reviewed our proposal, please call us to discuss any questions you may have. We appreciate your consideration of WT for this project and look forward to working with you.

Respectfully submitted,
WESTERN TECHNOLOGIES INC.

EXECUTED BY WT:		EXECUTED BY CLIENT:
/s/ Ronald J. Kaiser		
WT's Authorized Representative		Client's Authorized Representative
Ronald J. Kaiser		
Typed or Printed Name		Typed or Printed Name
Principal		
Title		Title
August 18, 2022		
Date		Date



**CONSTRUCTION MATERIALS OBSERVATION
AND TESTING SERVICES**

2022 FEE SCHEDULE

Field Services

Engineering Technician , per hour, on-site time only (four hour on site minimum)	\$70.00/hr
NDT Technician , per hour, portal to portal, welding, bolting, fireproofing inspections and ultrasonic and magnetic particle testing, (four hour on site minimum)	\$90.00/hr
Special Inspector , per hour, portal to portal, ICC special inspections on concrete placement, reinforcement, pre-stressed and post-tensioned concrete (four hour on site minimum)	\$90.00/hr
Trip, Vehicle, and Equipment Charge , per technician per shift	\$60.00/ea
Floor Flatness Testing , 4 hour min. onsite, includes prep, testing and report	\$590.00/ea
Floor Flatness Testing , per hour after 4 hour min.	\$95.00/hr

Laboratory Services

Soils

Standard Proctor, ASTM D698, AASHTO T99	\$145.00/ea
Modified Proctor, ASTM D1557	\$145.00/ea
Sieve Analysis - Coarse	\$70.00/ea
Sieve Analysis - Fine	\$65.00/ea
Sieve Analysis - Coarse and Fine	\$85.00/ea
Sieve Analysis - Minus 200 Wash Only	\$40.00/ea
Plasticity Index, Wet Prep, 3pt	\$100.00/ea
Plasticity Index, Dry Prep, 1pt	\$65.00/ea
Remolded Swell	\$125.00/ea
Expansion Index	\$155.00/ea

Concrete

Compression testing of concrete	\$18.00/ea
Compression testing of grout	\$29.00/ea
Compression testing of concrete cores (includes end preparation)	\$55.00/ea
Flexural Beams, each	\$65.00/ea
Compression testing for Masonry Prisms	Quote
Mix Design, Concrete	Quote
Field Coring and Equipment	Quote
Mix Design, Soil Cement	Quote

Asphalt

Asphalt content by ignition with gradation (without ignition calibration)	\$215.00/ea
Unit weight and thickness of asphalt concrete cores	\$50.00/ea
Marshall Density, pre-mixed, set of three	\$200.00/ea
Marshall Density, pre-mixed, with stability & flow, set of three	\$215.00/ea
Gyratory Compaction	\$240.00/ea
Maximum Theoretical (Rice) Density, pre-mixed	\$200.00/ea

Professional Services

Project Manager , per hour, portal to portal (two hour minimum)	\$90.00/hr
Staff Engineer , per hour, portal to portal (two hour minimum)	\$95.00/hr
Professional Engineer , per hour, portal to portal (two hour minimum)	\$175.00/hr
Principal , per hour, portal to portal (two hour minimum)	\$195.00/hr
Vehicle Mileage	\$0.95/mile

Additional Information

- 1 Overtime premiums will be added to hourly fees for each hour over 8 hours worked by a WT employee in any one day, for any hours between 5:00 pm and 4:00 am, and for hours on Saturday, Sunday, and Holidays. Overtime premiums will be 1/2 the regular hourly rate.
- 2 Field Services time is charged in 1/2 hour increments after the minimum.
- 3 Test procedures require that concrete specimens begin laboratory curing within 48 hours of fabrication and mortar and grout specimens begin curing within 48 hours of fabrication. If WT is not rescheduled to the site within this time period for additional sampling and testing, specimens must be picked up during a special trip. This trip will be invoiced as a site visit.
- 4 A copy of concrete and grout test results will be forwarded to the ready-mix supplier.
- 5 Any additional service(s) requested by the client that are not listed above will be billed at WT's standard fee(s) for such service(s) in effect at the time of the request. Expedited lab testing requests can result in additional fees.
- 6 All services referred to herein will be performed in accordance with the standard of care practiced locally for the referenced method(s).
- 7 These unit rates are valid for 45 days from the date of the proposal.

STANDARD TERMS AND CONDITIONS

The Agreement between **Western Technologies Inc.** ("WT") and Client shall include and be subject to WT's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which WT's work relates. WT's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Unless otherwise agreed to in writing, Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

1.5 Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset.

Client shall not retain its right to use or rely on any report prepared by WT, and shall return all such reporting to WT in the event payment is not made within 120 days from the date of invoice. Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 For work requested by Client that is additional to, or outside of, the written Scope of Services and/or written service request, Client shall provide a written change order requesting such work or services and process and pay WT's invoices.

3. STANDARD OF CARE

3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. WT makes and intends no other warranty or representation, express or implied. WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

3.3 Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

3.3.1 WT is not responsible for the manner in which such work is performed;

3.3.2 WT is not responsible for evaluating or observing any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

3.4 WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client and WT shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 Neither party shall be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 Except for environmental services that specifically include an indoor mold survey, no action or claim of any kind whatsoever may be brought against WT arising out of the presence or existence of mold. All such actions are barred and client irrevocably releases WT from all such claims and liabilities.

5.4 No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.

6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

Unless specifically included in a scope of work, WT will not arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work, including any it creates or generates at the site. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

7. PROPERTY

7.1 All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

7.2 Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

7.3 Client will indemnify, defend, and hold WT harmless for and from the use of and any reliance upon any part of said electronic data and/or anything generated from Client that has been modified or altered in any way. The controlling document regarding any document prepared by WT shall remain and always be the signed report originally provided to Client and maintained on file by WT.

7.4 Client shall not assign this Agreement, any of WT's reporting or work product, or any legal or equitable claim involving WT, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

120 © 05/20/22 WT, Inc.

Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-133A - Guadalupe Road 100

Description: 100% - Arizona Ave to McQueen Road - Town of Gilbert

Cost Items

Quote Group: Signs Award Complete Status: Reviewed: Yes Last Reviewed: 8/19/2022 12:13:43 PM Quote Last Changed: 12/14/2022 8:46:14 AM

(1 of 1)

Quote Description:	Signs 100%	Signs 100%	Signs	Signs 100%
Awarded Total:	0.00	20,413.07	0.00	0.00
Quoted Items Total:	18,249.00	20,413.07	25,920.50	28,597.00
Special Conditions:	0.00	0.00	0.00	0.00
Quoted Total:	18,249.00	20,413.07	25,920.50	28,597.00
Last Update:	12/9/2022 1:49:51 PM	12/14/2022 8:46:14 AM	12/14/2022 7:00:31 AM	12/9/2022 1:50:21 PM
Comparable Total:	18,249.00	20,413.07	25,920.50	28,597.00
Seller:	Moyers Contracting	Trafficade Service, Inc.	Spear Construction Co , LLC	National Barricade Company
Minority Type:	Incomplete bid			

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Signs	43.1	Remove & Salvage Traffic Sign Assembly	37.00	EA	0.00	0.00	95.00	3,515.00	120.00	4,440.00	175.00	6,475.00
Signs	44.1	Replace Sign Panel SUB	1.00	EA	0.00	0.00	70.00	70.00	0.00	0.00	0.00	0.00
Signs	47.1	Relocate Traffic sign SUB	12.00	EA	0.00	0.00	65.00	780.00	275.00	3,300.00	300.00	3,600.00
Signs	74.1	Perforated Sign Post SUB	357.00	LF	17.00	6,069.00	9.71	3,466.47	8.50	3,034.50	13.00	4,641.00
Signs	75.1	Perforated Sign Post Foundation SUB	34.00	EA	75.00	2,550.00	185.00	6,290.00	200.00	6,800.00	210.00	7,140.00
Signs	76.1	Aluminum Sign Panel SUB	321.00	SF	30.00	9,630.00	19.60	6,291.60	26.00	8,346.00	21.00	6,741.00

AWARDED

August 19, 2022

SPEAR Construction Co., LLC
 ROC 219435
 Kelly Lewis
 PO Box 10506
 Glendale, AZ 85318
kellylewis@speararizona.com

PH 623-362-8400
 FAX 623-362-8406

Guadalupe Road - Arizona to McQueen					
GILBERT, AZ					
ITEM NO	DESCRIPTION	UNITS	QUANTITY	BID PRICE/PER UNIT	BID AMOUNT FOR ITEM
22	Prelower Sewer Manhole	EA	25	\$ 350.00	\$ 8,750.00
22	Adjust Sewer Manhole MAG Det 422	EA	25	\$ 350.00	\$ 8,750.00
23	Prelower EXISTING Sewer Cleanout, Water Valve Frame and Covers, MAG Det 270	EA	15	\$ 250.00	\$ 3,750.00
23	Adjust Sewer Cleanout, Water Valve Frame and Covers, MAG Det 270	EA	15	\$ 295.00	\$ 4,425.00
	Adjust Gas Valve Frame and Covers, MAG Det 270	EA	15	\$ 295.00	\$ 4,425.00
35	Remove and Salvage Traffic Sign Assembly	EA	35	\$ 120.00	\$ 4,200.00
36	Replace Sign Panel	EA	1		\$ -
39	Relocate Traffic Sign	EA	12	\$ 275.00	\$ 3,300.00
66	Perforated Sign Post, TOG DET GIL-227	LF	428	\$ 8.50	\$ 3,638.00
67	Perforated Sign Post Foundation, TOG DET GIL-227	EA	33	\$ 200.00	\$ 6,600.00
	Install Signs on Lights	LS	1	\$ 3,200.00	\$ 3,200.00
68	Flat Sheet Aluminum Sign Panel, Diamond Grade	SF	317	\$ 26.00	\$ 8,242.00
	Remove existing survey Monument	EA	18	\$ 95.00	\$ 1,710.00
88	Survey Marker, MAG DET 120, Type B	EA	17	\$ 200.00	\$ 3,400.00
89	Survey Marker, MAG DET 120, Type A	EA	1	\$ 550.00	\$ 550.00
Total Construction Estimate					\$ 64,940.00

*Includes 1 Mobilization for prelower and 1 mobilization for adjustments per phase
 Minimum Jobsite Call Charge \$1150*

ADDITIONAL COST

Additional Cost per unit if not lowered by Spear Const	EACH	\$	125.00
Additional Cost per Adjustment if ASPHALT parch is needed at prelower	EACH	\$	85.00

EXCLUSIONS

- MISSING OR DAMAGED HARDWARE
 - Testing, Permits (U.N.O.), Sales Tax, Bonds, Retention, and Traffic Control
 - Prevailing wages, NIGHT and WEEKEND MOBILIZATIONS, Hardware
 - Adjustments in Concrete, Paver areas (unless noted otherwise)
 - Core drill or removal and replacement for items in asphalt or concrete
 - Excavation, backfill and dust control for riprap shall be provided by others.
- Unit Price Bid

GUADALUPE ROAD IMPROVEMENTS
 ARIZONA AVENUE TO MCQUEEN ROAD
 TOWN OF GILBERT PROJECT ST-1770
 DATE: 12/6/22



7326 NORTH GLEN HARBOR BLVD.
 GLENDALE, ARIZONA 85307
 OFFICE: (623) 879-4695 FAX: (623) 879-4683

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
43	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EACH	37	\$175.00	\$6,475.00
47	RELOCATE TRAFFIC SIGN, TOG DET GIL-227	EACH	12	\$300.00	\$3,600.00
74	PERFORATED SIGN POST, TOG DET GIL- 227	LF	357	\$13.00	\$4,641.00
75	PERFORATED SIGN POST FOUNDATION, TOG DET GIL-227	EACH	34	\$210.00	\$7,140.00
76	FLAT SHEET ALUMINUM SIGN PANEL, DIAMOND GRADE	SF	321	\$21.00	\$6,741.00
				TOTAL BID	\$28,597.00

Quote Group: Striping

Award Complete Status:

Reviewed: Yes

Last Reviewed: 8/23/2022 7:58:40 AM

Quote Last Changed: 12/12/2022 4:28:43 PM

(1 of 1)

Quote Description:	Striping 100%	Striping 100%	Striping 100%
Awarded Total:	76,446.70	0.00	0.00
Quoted Items Total:	76,446.70	83,600.05	148,281.61
Special Conditions:	0.00	0.00	0.00
Quoted Total:	76,446.70	83,600.05	148,281.61
Last Update:	12/12/2022 4:28:43 PM	12/9/2022 12:27:00 PM	12/12/2022 4:06:34 PM
Comparable Total:	76,446.70	83,600.05	148,281.61
Seller:	PMI	Franklin Striping	TSS Striping
Minority Type:			

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Striping	56.1	Remove Paint Stripe SUB	22.00	LF	14.00	308.00	105.00	2,310.00	0.00	0.00		
Striping	57.1	4" White Traffic Paint Stripe SUB	24,605.00	LF	0.24	5,905.20	0.18	4,428.90	0.43	10,580.15		
Striping	58.1	4" Yellow Traffic Paint Stripe SUB	16,850.00	LF	0.24	4,044.00	0.18	3,033.00	0.36	6,066.00		
Striping	59.1	Paint Symbol - Shared Lane Marking SUB	16.00	EA	120.00	1,920.00	55.00	880.00	25.85	413.60		
Striping	60.1	Paint Symbol - Left Turn Arrow SUB	3.00	EA	70.00	210.00	50.00	150.00	25.85	77.55		
Striping	61.1	Paint Symbol - Right Turn Arrow SUB	3.00	EA	70.00	210.00	50.00	150.00	25.85	77.55		
Striping	62.1	Paint Symbol - Bike Lane SUB	30.00	EA	155.00	4,650.00	55.00	1,650.00	25.85	775.50		
Striping	63.1	Paint Median Bullnose SUB	2.00	EA	120.00	240.00	75.00	150.00	99.00	198.00		
Striping	64.1	4" White Thermoplastic Traffic Stripe SUB	24,605.00	LF	0.65	15,993.25	0.64	15,747.20	1.76	43,304.80		
Striping	65.1	4" Yellow Thermoplastic Traffic Stripe SUB	16,850.00	LF	0.65	10,952.50	0.64	10,784.00	1.82	30,667.00		
Striping	66.1	Thermoplastic Left Turn Symbol SUB	3.00	EA	210.00	630.00	450.00	1,350.00	825.00	2,475.00		
Striping	67.1	Thermoplastic Right Turn Symbol SUB	3.00	EA	210.00	630.00	450.00	1,350.00	825.00	2,475.00		
Striping	68.1	Thermoplastic Shared Lane Symbol SUB	16.00	EA	265.00	4,240.00	725.00	11,600.00	825.00	13,200.00		
Striping	69.1	Thermoplastic Bike Lane Symbol SUB	30.00	EA	265.00	7,950.00	615.00	18,450.00	825.00	24,750.00		
Striping	70.1	Type D RPM SUB	209.00	EA	4.25	888.25	3.05	637.45	16.50	3,448.50		
Striping	71.1	Type G RPM SUB	212.00	EA	4.25	901.00	3.05	646.60	16.50	3,498.00		
Striping	72.1	Type H RPM SUB	354.00	EA	4.25	1,504.50	3.05	1,079.70	16.50	5,841.00		
Striping	73.1	Type BB RPM SUB	24.00	EA	10.00	240.00	3.05	73.20	16.50	396.00		
Striping	77.1	Paint RR Symbol SUB	2.00	EA	265.00	530.00	145.00	290.00	18.98	37.96		
Striping	78.1	Thermoplastic RR Symbol SUB	2.00	EA	650.00	1,300.00	1,420.00	2,840.00	0.00	0.00		
Striping	121.5	Striping Mob	6.00	EA	2,200.00	13,200.00	1,000.00	6,000.00	0.00	0.00		

AWARDED

AWARDED



1001 S. 54th Avenue • Phoenix, AZ 85043 • (480) 598-0872

To: Estimating Dept.	Contact: Doug Brunskill
Address: Phoenix, AZ	Phone:
	Fax:
Project Name: Guadalupe Road: Arizona Ave-McQueen Rd	Bid Number: 221845
Project Location: Gilbert ST1770	Bid Date: 12/12/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
NA	Mobilization	3.00	EACH	\$2,200.00	\$6,600.00
56	Remove Paint Stripe (4" Equiv)	22.00	LF	\$14.00	\$308.00
57	White Paint 4" Equiv.	24,605.00	LF	\$0.24	\$5,905.20
58	Yellow Paint 4" Equiv.	16,850.00	LF	\$0.24	\$4,044.00
59	Paint Symbol (Shared Lane Marking)	16.00	EACH	\$120.00	\$1,920.00
60	Paint Symbol (Left Turn Arrow)	3.00	EACH	\$70.00	\$210.00
61	Paint Symbol (Right Turn Arrow)	3.00	EACH	\$70.00	\$210.00
62	Paint Symbol (Bike Lane Marking Symbol)	30.00	EACH	\$155.00	\$4,650.00
63	Painted Bull Nose	2.00	EACH	\$120.00	\$240.00
64	4" White Thermoplastic 90 Mil	24,605.00	LF	\$0.65	\$15,993.25
65	4" Yellow Thermoplastic 90 Mil	16,850.00	LF	\$0.65	\$10,952.50
66	Thermoplastic/Preformed Left Arrow Symbol	3.00	EACH	\$210.00	\$630.00
67	Thermoplastic/Preformed Right Arrow Symbol	3.00	EACH	\$210.00	\$630.00
68	Thermoplastic/Preformed Symbol (Shared Lane Marking)	16.00	EACH	\$265.00	\$4,240.00
69	Thermoplastic/Preformed Symbol (Bike Lane Marking)	30.00	EACH	\$265.00	\$7,950.00
70	Raised Pavement Marker Type D	209.00	EACH	\$4.25	\$888.25
71	Raised Pavement Marker Type G	212.00	EACH	\$4.25	\$901.00
72	Raised Pavement Marker Type H	354.00	EACH	\$4.25	\$1,504.50
74	Raised Pavement Marker Type BB, Blue	24.00	EACH	\$10.00	\$240.00
77	Paint Symbol (RXR Symbol)	2.00	EACH	\$265.00	\$530.00
78	Thermoplastic/Preformed Symbol (RXR Symbol)	2.00	EACH	\$650.00	\$1,300.00

Total Bid Price: \$69,846.70

Notes:

- Our Quotation Excludes the Following: Survey, Sweeping, Stripe Obliteration, Seal Coat for Stripe Obliteration, Traffic Control, Sales Tax, Permits, Bond, As-Built Drawings, Removal/ Disposal of Lead or Abestos Based Striping. Contractor to supply water and debris dump location on jobsite.
- Striping survey is required per ADOT Specification 925-3. Payment Terms Net 30 Days/ A minimum of 14 days notice required prior to starting work.
- Mobilizations: Stripe Obliteration/1 EA, Paint Striping/1 EA and Thermoplastic/1 EA.
- Bond Rate: \$15.00/ \$1000.00 (Minimum \$100.00)
- Pavement Marking License Number: 280635

<p>ACCEPTED: 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: PMI AZ</p> <p>Authorized Signature: _____</p> <p>Estimator: Doug Brunskill (480) 598-0872 doug.brunskill@pmiaz.com</p>
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Franklin Striping, Inc.
 2832 S. 45th Street
 Phoenix, AZ 85040
 Phone: (480) 898-1180
 Fax: (480) 668-9688

REVISED 12/8/22

QUOTE NO: 084422

ATTENTION: **ESTIMATING DEPARTMENT**

PROJECT: **GUADALUPE ROAD IMPROVEMENTS**
 PROJECT # **ST1770**
 LOCATION **ARIZONA AVE TO MCQUEEN RD**
GILBERT, AZ

DATE: 8/19/2022

ITEM NO.	SCOPE OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
48	REMOVE PAINT STRIPE (W/ PMM SEALANT)	22	LF	\$105.00	\$2,310.00
49	4" WHITE TRAFFIC PAINT STRIPE	24605	LF	\$0.18	\$4,428.90
50	4" YELLOW TRAFFIC PAINT STRIPE	16850	LF	\$0.18	\$3,033.00
51	PAINT SYMBOL (SHARED LANE MARKING)	16	EA	\$55.00	\$880.00
52	PAINT SYMBOL (LEFT TURN ARROW)	3	EA	\$50.00	\$150.00
53	PAINT SYMBOL (RIGHT TURN ARROW)	3	EA	\$50.00	\$150.00
54	PAINT SYMBOL (BIKE LANE SYMBOL)	30	EA	\$55.00	\$1,650.00
55	PAINT MEDIAN BULLNOSE	2	EA	\$75.00	\$150.00
56	4" WHITE THERMOPLASTIC TRAFFIC STRIPE (90MIL)	24605	LF	\$0.64	\$15,747.20
57	4" YELLOW THERMOPLASTIC TRAFFIC STRIPE (90MIL)	16850	LF	\$0.64	\$10,784.00
58	PREFORMED SYMBOL LEFT TURN ARROW (3M 380)	3	EA	\$450.00	\$1,350.00
59	PREFORMED SYMBOL RIGHT TURN ARROW (3M 380)	3	EA	\$450.00	\$1,350.00
60	PREFORMED SYMBOL (SHARED LANE MARKING) (3M 380)	16	EA	\$725.00	\$11,600.00
61	PREFORMED SYMBOL (BIKE LANE MARKING SYMBOL) (3M 380)	30	EA	\$615.00	\$18,450.00
62	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	209	EA	\$3.05	\$637.45
63	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)	212	EA	\$3.05	\$646.60
64	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE H, YELLOW, 1-WAY)	354	EA	\$3.05	\$1,079.70
65	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE BB, BLUE, 2-WAY)	24	EA	\$3.05	\$73.20
69	PAINT SYMBOL (RAILROAD MARKING SYMBOL)	2	EA	\$145.00	\$290.00
70	PREFORMED SYMBOL (RAILROAD MARKING SYMBOL) (3M 380)	2	EA	\$1,420.00	\$2,840.00
112	MOBILIZATION/DEMOBILIZATION	2	EA	\$1,000.00	\$2,000.00
TOTAL	BID PRICE:				\$79,600.05

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

To schedule projects, email us at: scheduling@franklinstriping.com

DISCLAIMER:

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

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

Additional Mobilization Charges May Be Applied From Circumstances Beyond Our Control Which

Would Prohibit The Above Mentioned Work From Being Completed As Scheduled.

(i.e. UNMOVED VEHICLES, TRAILER, SPRINKLERS, OR EXCESSIVELY DIRTY AREAS ETC.)

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

** Contractor is to provide Striping Survey. Reference ADOT Standard Specifications 2008 Edition

** Sec.-925-3.01, paragraph 7 & 8. Contractor to supply Survey Control points to be set every 50ft.

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

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

Lic No. 115703 & 238964

SINCERELY,
 PHIL KOWALCZYK

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

By: _____

PO#: _____

2827 E Illini St

ROC073834

Date	Quote No.
12/6/2022	22788

To
Hunter Contracting
701 N. Cooper Rd.
Gilbert, AZ 85233

Expiration Date	Project
1/5/2022	Malcolm George

Description	Total
Guadalupe Road from Arizona to McQueen - Guadalupe Road - Arizona to McQueen Gilbert (revised 12-06-2022)	
Layout and stripe per plans.....initial application of all striping to be one (1) coat traffic paint WITH GLASS BEADS.....final application 30 to 60 days later to be done via Extruded Thermoplastic.....Arrows and Bike Lane Symbols to be done in Preform Thermoplastic.....per e-mail sent from Hunter on 08-03-2022.	
Based off of detail sheets 24 to 33 of 67 in 2022-11-16_ST1770 Guadalupe Rd_100_Plans.pdf sent from Hunter on 11-23-2022. sent from Hunter on 08-03-2022.	
Quote is ONLY for off-site striping and signage.....EXCLUDES all obliteration as plans requires water blasting for obliteration which is a service that TSS does NOT provide	
Revised on 12-06-2022 to update per 2022-11-16_ST1770 Guadalupe Rd_100_Plans.pdf sent from Hunter on 11-23-2022.	
Initial application of all striping to be one (1) coat traffic paint WITH GLASS BEADS	
18SW - 560LF	
Labor	246.40
Materials	563.20
12SW - 742LF	
Labor	326.48
Materials	489.72
Total	

2827 E Illini St

ROC073834

Quote

Date	Quote No.
12/6/2022	22788

To

Hunter Contracting
701 N. Cooper Rd.
Gilbert, AZ 85233

		Expiration Date	Project
		1/5/2022	Malcolm George
Description		Total	
8SW - 805LF			
Labor		177.10	
Materials		354.20	
6SW - 10,361LF			
Labor		2,279.42	
Materials		3,419.24	
6DTW - 450LF			
Labor		99.00	
Materials		49.50	
4SW - 170LF			
Labor		37.40	
Materials		37.40	
4BW - 8,360LF			
Labor		1,839.20	
Materials		612.92	
4DY - 3,650LF			
Labor		803.00	
Materials		1,606.00	
4SBYM - 7,110LF			
Labor		1,564.20	
Materials		2,085.16	
Total			

2827 E Illini St

ROC073834

Quote

Date	Quote No.
12/6/2022	22788

To
Hunter Contracting
701 N. Cooper Rd.
Gilbert, AZ 85233

		Expiration Date	Project
		1/5/2022	Malcolm George
Description		Total	
ADOT Arrows - 6			
Labor		62.70	
Materials		92.40	
Bike Lane Symbols - 30			
Labor		313.50	
Materials		462.00	
Shared Bike Lane Symbols - 16			
Labor		167.20	
Materials		246.40	
8' Stencils: "R" - 4			
Labor		39.60	
Materials		36.30	
Yellow Bull Noses - 2			
Labor		82.50	
Materials		115.50	
Remove and salvage thirty-five (35) existing signs on post			
Labor		2,800.00	
Materials		700.00	
Remove and replace one (1) R3-2 24" No Left Turn sign ONLY post to remain in place adding one (1) R3-1 DNE 24" signs			
Labor		40.00	
Total			

2827 E Illini St

ROC073834

Date	Quote No.
12/6/2022	22788

To
Hunter Contracting
701 N. Cooper Rd.
Gilbert, AZ 85233

Expiration Date	Project
1/5/2022	Malcolm George

Description	Total
Materials	260.00
Deliver and install two (2) 1 3/4" square post with anchor and sleeve in landscape.....two (2) signs per post.....one (1) each D11-1 24"x18" Bike Lane sign.....one (1) each M6 12"x9" Small Arrow sign	
Labor	242.00
Materials	1,129.00
Deliver and install on three (3) existing light pole.....two (2) signs per light pole.....one (1) each D11-1 24"x18" Bike Lane sign.....one (1) each M6 12"x9" Small Arrow sign	
Labor	363.00
Materials	1,693.50
Deliver and install one (1) 1 3/4" square post with anchor and sleeve in landscape.....two (2) signs per post.....one (1) each R1-1 30" Stop sign.....one (1) each R3-5R 24"x30" Right Turn Only sign	
Labor	121.00
Materials	564.50
Deliver and install one (1) 1 3/4" square post with anchor and sleeve in landscape.....two (2) signs per post.....one (1) each R5-1 30" DNE sign.....one (1) each R3-2 24" No Left Turn sign	
Labor	121.00
Materials	564.50
Deliver and install six (6) R2-1(45) 30"x36" Speed Limit 45 sign mounted on existing light pole	
Total	

2827 E Illini St

ROC073834

Date	Quote No.
12/6/2022	22788

To
Hunter Contracting
701 N. Cooper Rd.
Gilbert, AZ 85233

Expiration Date	Project
1/5/2022	Malcolm George

Description	Total
Labor	726.00
Materials	2,607.00
Deliver and install two (2) R3-17 24"x30" Bike Lane sign mounted on existing light pole	
Labor	242.00
Materials	869.00
Deliver and install two (2) R3-17 24"x30" Bike Lane sign on 1 3/4" square post with anchor and sleeve in landscape	
Labor	242.00
Materials	869.00
Deliver and install two (2) 1 3/4" square post with anchor and sleeve in landscape.....two (2) signs per post.....one (1) each R3-17 24"x30" Bike Lane sign.....one (1) each R3-8 24" No parking sign	
Labor	242.00
Materials	1,129.00
Deliver and install three (3) R3-9B 24"x36" Center Lane Turn Only sign mounted on existing light pole	
Labor	363.00
Materials	1,303.50
Deliver and install two (2) R3-9B 24"x36" Center Lane Turn Only sign on 1 3/4" square post with anchor and sleeve in landscape	
Labor	242.00
Materials	869.00
Total	

2827 E Illini St

ROC073834

Quote

Date	Quote No.
12/6/2022	22788

To
Hunter Contracting
701 N. Cooper Rd.
Gilbert, AZ 85233

Expiration Date	Project
1/5/2022	Malcolm George

Description	Total
Deliver and install three (3) R4-11 30" Bikes May Use Full Lane sign mounted on existing light pole	
Labor	363.00
Materials	1,303.50
Deliver and install four (4) R4-11 30" Bikes May Use Full Lane sign on 1 3/4" square post with anchor and sleeve in landscape	
Labor	484.00
Materials	1,738.00
Deliver and install one (1) R4-4 36"x30" Begin Right Turn Lane Yield To Bikes sign on 1 3/4" square post with anchor and sleeve in landscape	
Labor	121.00
Materials	434.50
Deliver and install one (1) R3-5R 30"x36" Right Turn Only sign on 1 3/4" square post with anchor and sleeve in landscape	
Labor	121.00
Materials	434.50
Deliver and install two (2) R8-3 24" No Parking sign on 1 3/4" square post with anchor and sleeve in landscape	
Labor	242.00
Materials	869.00
Deliver and install one (1) R8-3 24" No Parking sign mounted on existing light pole	
Labor	121.00
Total	

2827 E Illini St

ROC073834

Date	Quote No.
12/6/2022	22788

To
Hunter Contracting
701 N. Cooper Rd.
Gilbert, AZ 85233

Expiration Date	Project
1/5/2022	Malcolm George

Description	Total
Materials	434.50
Deliver and install four (4) R2-1(25) Speed Limit 25 sign on 1 3/4" square post with anchor and sleeve in landscape	
Labor	484.00
Materials	1,738.00
Deliver and install two (2) 1 3/4" square post with anchor and sleeve in landscape.....two (2) signs per post.....one (1) each R3-17 24"x30" Bike Lane sign.....one (1) R8-3 24" No Parking sign	
Labor	242.00
Materials	1,129.00
Deliver and install two on (2) existing light pole.....two (2) signs per light pole.....one (1) each R3-17 24"x30" Bike Lane sign.....one (1) each R8-3 24" No Parking sign	
Labor	242.00
Materials	1,129.00
Deliver and install one (1) 1 3/4" square post with anchor and sleeve in landscape.....two (2) signs per post.....one (1) each M4-14 24"x12" Begin sign.....one (1) R8-3 24" No Parking sign	
Labor	121.00
Materials	564.50
Deliver and install on one (1) existing light pole.....two (2) signs per light pole.....one (1) each M4-14 24"x12" Begin sign.....one (1) R8-3 24" No Parking sign	
Total	

2827 E Illini St

ROC073834

Quote

Date	Quote No.
12/6/2022	22788

To
Hunter Contracting
701 N. Cooper Rd.
Gilbert, AZ 85233

Expiration Date	Project
1/5/2022	Malcolm George

Description	Total
Labor	121.00
Materials	564.50
Deliver and install on two (2) existing light pole.....two (2) signs per light pole.....one (1) each R4-11 30" Bikes May Use Full Lane sign.....one (1) R8-3 24" No Parking sign	
Labor	242.00
Materials	1,129.00
Deliver and install on one (1) W10-1 Train Crossing sign on 1 3/4" square post with anchor and sleeve in landscape	
Labor	121.00
Materials	434.50
Relocate one (1) R1-1 Stop sign on 1 3/4" square post with anchor and sleeve in landscape	
Labor	121.00
Materials	434.50
Relocate three (3) 1 3/4" square post with anchor and sleeve in landscape.....two (2) signs per post.....one (1) each R1-1 Stop sign.....one (1) D3-1 Street Name sign	
Labor	363.00
Materials	1,813.50
Relocate three (3) 1 3/4" square post with anchor and sleeve in landscape.....three (3) signs per post.....one (1) each R1-1 Stop sign.....two (2) D3-1 Street Name sign	
Total	

2827 E Illini St

ROC073834

Quote

Date	Quote No.
12/6/2022	22788

To

Hunter Contracting
701 N. Cooper Rd.
Gilbert, AZ 85233

Expiration Date	Project
1/5/2022	Malcolm George

Description	Total
Labor	363.00
Materials	2,203.50
Relocate two (2) W10-1 Train Crossing sign on 1 3/4" square post with anchor and sleeve in landscape	
Labor	242.00
Materials	869.00
Relocate two (2) D3-1 Street Name sign mounted on existing light pole	
Labor	242.00
Materials	869.00
Relocate one (1) R3-5R Right Turn Only sign on 1 3/4" square post with anchor and sleeve in landscape	
Labor	121.00
Materials	434.50
Final application 30 to 60 days later to be done via Extruded Thermoplastic.....Arrows and Bike Lane Symbols to be done in Preform Thermoplastic	
18SW - 560LF	
Labor	492.80
Materials	3,049.20
12SW - 742LF	
Labor	571.34
Total	

2827 E Illini St

ROC073834

Quote

Date	Quote No.
12/6/2022	22788

To

Hunter Contracting
701 N. Cooper Rd.
Gilbert, AZ 85233

Expiration Date	Project
1/5/2022	Malcolm George

Description	Total
Materials	2,693.46
8SW - 805LF	
Labor	531.30
Materials	1,948.10
6SW - 10,631LF	
Labor	6,268.41
Materials	18,805.22
6DTW - 450LF	
Labor	272.25
Materials	272.25
4SW - 170LF	
Labor	93.50
Materials	205.70
4BW - 8,360LF	
Labor	4,598.00
Materials	3,371.06
4DY - 3,650LF	
Labor	2,409.00
Materials	8,833.00
4SBYM - 7,110LF	
Labor	7,821.00
Total	

2827 E Illini St

ROC073834

Quote

Date	Quote No.
12/6/2022	22788

To

Hunter Contracting
701 N. Cooper Rd.
Gilbert, AZ 85233

Expiration Date	Project
1/5/2022	Malcolm George

Description	Total
Materials	11,468.38
ADOT Arrows - 6	
Labor	1,485.00
Materials	3,465.00
Bike Lane Symbols - 30	
Labor	7,425.00
Materials	17,325.00
Shared Bike Lane Symbols - 16	
Labor	3,960.00
Materials	8,800.00
8' Stencils: "R" - 4	
Labor	748.00
Materials	1,540.00
Yellow RPMs - 563	
Labor	5,573.70
Materials	3,715.80
White RPMs - 212	
Labor	2,098.80
Materials	1,399.20
Blue RPMs - 24	
Labor	237.60
Total	

Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-133A - Guadalupe Road 100

Description: 100% - Arizona Ave to McQueen Road - Town of Gilbert

Cost Items

Quote Group: Survey

Award Complete Status:

Reviewed: Yes

Last Reviewed: 12/6/2022 4:21:45 PM

Quote Last Changed: 12/14/2022 9:14:08 AM

(1 of 1)

Quote Description:	Survey 100%	Survey 100%		
Awarded Total:	25,920.00	0.00		
Quoted Items Total:	25,920.00	41,340.00		
Special Conditions:	0.00	0.00		
Quoted Total:	25,920.00	41,340.00		
Last Update:	12/14/2022 9:14:08 AM	12/13/2022 11:52:20 AM		
Comparable Total:	25,920.00	41,340.00		
Seller:	EPS Group	Red Mountain Engineering		
Minority Type:				

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Survey	118.1	Survey, RLS	1.00	LS	25,920.00	25,920.00	41,340.00	41,340.00				

AWARDED

AWARDED

December 6, 2022

Malcolm George
Hunter Contracting

Re: Guadalupe Road - Arizona to McQueen

As requested, I am pleased to provide a proposal for construction staking services on the above referenced project. I have prepared this proposal from Kimley Horn's plans dated 11/22. 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 480-206-1712 or email me at derek.lundquist@epsgruoinc.com.

Sincerely,



Derek Lundquist
Survey Project Manager
EPS Group, Inc

CONSTRUCTION STAKING SCOPE & FEE SCHEDULE FOR:

Guadalupe Road - Arizona to McQueen

1	Calibration and Control <ul style="list-style-type: none"> Calibrate site horizontally and vertically and produce horizontal control sheet for staking project. Establish additional onsite control for use during project. 	\$1,160
2	Office Calculations <ul style="list-style-type: none"> Provide control calculations needed to layout the project. QA/QC field data to ensure quality of work. 	\$2,600
3	Rough Grade/Demo <ul style="list-style-type: none"> Stake rough grade for new curb, edge of pavement, and driveways. Stakes will be set at 50' intervals and graded to finished grade. 	\$1,160
4	Curb/Detached Sidewalk/Driveways <ul style="list-style-type: none"> Stake alignment and grade at 25-35' intervals. Stake alignment and grade at grade breaks, angle points, etc. 	\$5,800
5	Streetlights/Electric <ul style="list-style-type: none"> Stake centerline of streetlights with a double offset and grade to finished grade. Stake pull boxes with a single offset and grade to finished grade.	\$2,320
6	Subgrade Bluetops <ul style="list-style-type: none"> Set bluetops at grade breaks and 50' intervals at edge of pavement and centerline where applicable. If existing grade exceeds 0.30' from design, cuts or fills will be marked. 	\$3,770
7	ABC Bluetops <ul style="list-style-type: none"> Set bluetops at grade breaks and 50' intervals at edge of pavement and centerline where applicable. If existing grade exceeds 0.30' from design, cuts or fills will be marked. 	\$3,770
8	Signage and Striping <ul style="list-style-type: none"> Stake embedded post traffic signs with a single offset. Stake final striping at 50' intervals, starts and stops with a paint dot.	\$1,740
9	As-Builts <ul style="list-style-type: none"> Provide civil as-built data per Maricopa County requirements onto approved construction plans only. Landscape and Irrigation plan as-builts are not included. 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. 	\$3,600
TOTAL FEE, ABOVE SERVICES*		\$25,920.00

*This is for information only. The project will be billed at a lump sum 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 our current hourly rate.
2. Any questions regarding the accuracy of construction staking will not be considered unless the Surveyor's reference points and stakes are preserved intact in their original and undisturbed state. The survey director/field supervisor must be notified immediately if any inaccuracy of construction is suspected.
3. A minimum 48-hour working day notice will be required for scheduling work.
4. Contract staking, additional staking and re-staking services shall be performed on an "upon request" basis, and must be approved by the General Contractor or Owner prior to their request.
5. All staking shall be performed one time only under the Fee Schedule, unless otherwise noted.
6. The Surveyor shall coordinate directly with the General Contractor to determine offset distances and lath markings, or if unavailable, the surveyor will use industry standards. The Surveyor shall provide cut sheets to the General Contractor upon request.
7. The 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.



PROPOSAL

December 13, 2022

Hunter Contracting Co.
701 N Cooper Rd,
Gilbert, AZ 85233
Phone: 480-892-0521

**RE: PROPOSAL FOR CONSTRUCTION STAKING SERVICES
Guadalupe Road, Arizona Avenue to McQueen Road**

Red Mountain Engineering hereby submits this proposal to provide construction staking services for the above referenced project. All work will be carried out under the overall supervision of a Registered Professional Engineer and Registered Land Surveyor in the state of Arizona. The following scope of services and associated fees are proposed:

Scope of Services:

<u>Item</u>	<u>Description</u>
Control	
1.1	Preliminary coordination with client and contractors on project setup, schedule, and control layout requirements; Check and verify plans; Generate control points and point maps.
1.2	Establish horizontal and vertical control.
1.3	Set new survey monument locations with straddle points. (15 Monuments Total)
1.4	Set Temporary Construction Easement corners.
Grading, Drainage, and Paving	
2.1	Stake saw-cuts at 50-ft. intervals.
2.2	Blue-top pavement sub-grade at 50-ft. intervals.
2.3	Blue-top pavement A.B.C. at 50-ft. intervals.
Concrete	
3.1	Stake building corners with offsets.
3.2	Stake building grid lines.

- 3.3 Stake curbs at 25-ft. intervals with cut/fill references to finished grade.
- 3.4 Stake valley gutters with cut/fill references to flow line grade.
- 3.5 Stake concrete driveways at 25-ft intervals with cut/fill references to finished grade.
- 3.6 Stake sidewalk at 50-ft. intervals with cut/fill references to finish grade.

Utilities

- 4.1 Locate existing utilities to be adjusted prior to demo.
- 4.2 Mark existing utilities to be adjusted after paving is completed.
- 4.3 Stake interconnect lines at 50-ft. intervals with pull boxes.
- 4.4 Stake light pole bases.
- 4.5 Stake signage and striping.

As-Builts

- 5.1 As-built grading/drainage/curb and pavement.

Note: RME is to be provided AutoCAD/Civil 3D files to generate staking points and point maps.

Please review the items of work carefully. If you feel that items should be deleted or added to meet specific requirements, please contact us at your earliest convenience so that we can modify the proposal accordingly.

Charges for the above services described will be a lump sum fee of **\$41,340** for items **1.1** through **5.1**. Should additional work including re-staking be requested, additional fees will be billed per our current fee and rate schedule.

Staking services should be requested a minimum of two (2) days in advance. Re-staking will only be performed at the request of the project manager/supervisor. All re-staking will be signed for by the said project manager/supervisor. Contractor shall be responsible for notifying RME of any discrepancies in staked layout. If staking is in question, RME is to be notified to verify stakes prior to construction. If contractor proceeds with construction prior to verification, RME will not be responsible for associated cost that may result.

Red Mountain Engineering, LLC hereby respectfully submits this proposal for the **Guadalupe Road, Arizona Avenue to McQueen Road** project. We appreciate the opportunity to be of service, and look forward to working with you. If the terms set forth are satisfactory, please sign the attached copy in acknowledgment of this proposal and contract and return a copy for our records.

Respectfully submitted,
Red Mountain Engineering, LLC



Patrick D. Dallas
Owner / President

APPROVED AND ACCEPTED BY:

(Signature)

(Typed Name and Title)

Native American-Owned full service consulting firm with the ability to provided Civil Engineering, Land Surveying, Architectural, Construction Management, and Grant Writing Services.

- Certified Member-Owned Business with the Salt River Pima-Maricopa Indian Community
- Certified Native-Owned Business with the Navajo Nation
- Certified Native-Owned Business with the Tohono O’odham Nation

Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-133A - Guadalupe Road 100

Description: 100% - Arizona Ave to McQueen Road - Town of Gilbert

Cost Items

Quote Group: SWPP

Award Incomplete
Status:

Reviewed: Yes

Last 8/21/2022
Reviewed: 11:19:19 AM

Quote Last 12/14/2022
Changed: 8:15:17 AM

(1 of 1)

Quote Description:	SWPP 100%	SWPP 100%	SWPP 100%	
Awarded Total:	0.00	19,275.00	0.00	
Quoted Items Total:	6,040.00	19,275.00	24,113.00	
Special Conditions:	0.00	0.00	0.00	
Quoted Total:	6,040.00	19,275.00	24,113.00	
Last Update:	12/14/2022 8:01:34 AM	12/14/2022 8:15:17 AM	12/14/2022 8:03:40 AM	
Comparable Total:	6,040.00	19,275.00	24,113.00	
Seller:	Desert Services/SWPP Solutions	6k	Offsite Sweeping	
Minority Type:	Incomplete bid		OBE1	

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total
SWPP	131.1	SWPPP Sub Mobilization	1.00	EA	0.00	0.00	-FREE-	-FREE-	525.00	525.00
SWPP	131.2	SWPPP, Prevention Plan	1.00	EA	5,120.00	5,120.00	1,400.00	1,400.00	1,575.00	1,575.00
SWPP	131.3	Generate and Install SWPPP Dust Sign	1.00	EA	575.00	575.00	660.00	660.00	315.00	315.00
SWPP	131.4	Bi-Weekly Inspections	39.00	EA	0.00	0.00	170.00	6,630.00	210.00	8,190.00
SWPP	131.5	Install Hydrosock	3,200.00	LF	0.00	0.00	2.30	7,360.00	3.94	12,608.00
SWPP	131.6	Install Inlet Protection	30.00	EA	0.00	0.00	90.00	2,700.00	30.00	900.00
SWPP	131.7	Provide Spill Kit	1.00	EA	345.00	345.00	525.00	525.00	0.00	0.00

AWARDED

PROPOSAL: #22411

PROJECT: Guadalupe Road - Arizona to McQueen



PROPOSAL CREATED ON: 12/05/2022

Guadalupe Road - Arizona to McQueen

To whom it may concern,

6K is pleased to submit this proposal for providing stormwater compliance services and control measures for the Guadalupe Road - Arizona to McQueen project in Gilbert, Arizona. The following is 6K's proposed scope of services:

ITEM	DESCRIPTION OF WORK	COST
A	Create SWPPP Plan and electronic SWPPP book for the project compliant with EPA. Includes assistance in filing NOI and NOT. (Does not include \$350 permit fee)	\$1,400.00
B	Provide Inspections every 2 weeks and after rainfall events of 0.5" or more. Assume 6 Months @ \$340 per month	\$2,040.00
C	Generate and install 4'x8' SWPPP/DUST sign, for compliance with AZPDES policy	\$660.00
D	Install Hydrosock as primary control measure - 1,600' @ \$2.30/foot	\$3,680.00
E	Install Filter Fabric Inlet Protection- 30 inlets @ \$90 each	\$2,700.00
F	Provide Spill Prevention, Control, and Countermeasure Kit 1 @ \$525	\$525.00
TOTAL		\$11,005.00

This proposal includes the items we believe will keep you compliant. Please select the items you would like us to do. It is not an "all or none" proposal.

6K appreciates the opportunity to submit this proposal for providing stormwater compliance services and control measure implementation & maintenance of the SWPPP for the Guadalupe Road - Arizona to McQueen project run by your company. Please contact 6K should you have any questions at 480-664-8592.

6K will accept this signed proposal as a notice to proceed on the work specified herein.

Respectfully Submitted,

President

6K SWPPP, LLC

*Please see the attached "Terms and Conditions" for additional information pertaining to this proposal.

ACCEPTED BY:

Signature

Name/Title



Terms and Conditions - Dust Control, SWPPP and Erosion Control

- 1.** Additional services are defined as services, which are not expressly written or implied in this agreement. 6K will not proceed with any additional services without a negotiated fee agreement and written authorization from CLIENT. Services provided on a time and material basis will be based on the 6K Fee Schedule in effect at the time that the services are provided. Updated rate schedules will be provided on request.
- 2.** Invoices will be submitted monthly and shall be due and payable upon receipt. All amounts past due over 30 days will incur a finance charge of 1-1/2% per month past due.
- 3.** CLIENT or 6K can terminate this agreement by giving thirty days written notice to the other party. If this agreement is terminated, CLIENT agrees to pay 6K, at the end of the thirty day notice period, for all work previously authorized and performed and all fees earned prior to the date of the termination. Any previously identified Retainer will be applied towards the cost of any unpaid services at time of final billing.
- 4.** It is understood and agreed that 6K Companies ("6K") provides the services herein only on a consultation basis. 6K personnel have no authority to exercise any control over CLIENT, any construction contractor, any other entity, or their employees in connection with their work. 6K will not be held liable for any penalties or fines incurred by the CLIENT that are the result of negligent acts or omissions on the part of the CLIENT, any construction contractor, any other entity, or their employees.
- 5.** The cost for these services excludes taxes, permits, bonds, water source and all other water charges, hard dig conditions, dust control during BMP installation, gravel backfill, and any other service not specifically identified herein.
- 6.** 6K may propose to provide on-site Storm Water Pollution Prevention Plan ("SWPPP") and/or Dust Control inspection services for the aforementioned Project. Included will be services to travel to the site, complete a thorough inspection of the site, complete SWPPP/Dust Control inspection forms provided by 6K, update on-site SWPPP/Dust Control Log Books, update on-site SWPPP/Dust Control maps, maintain electronic copies of completed inspection forms at 6K office, and consult with on-site operator regarding inspection findings and recommendations. 6K may offer to train site personnel instead of providing site inspections (see proposal for specifics).
- 7.** 6K will provide SWPPP inspection services for the identified inspection fee (if specified). 6K will provide inspections every 14 days or within twenty-four (24) hours after a storm event where it has rained 0.5 inches or more. Inspections occurring on holidays and/or weekends are subject to an additional \$50.00 per inspection.
- 8.** 6K will provide and install either a 2' x 2' SWPPP Sign in conformance with the AZPDES or NPDES Permit or a Combination 4' x 8' Dust Control and SWPPP Sign in conformance with the AZPDES and local air quality posting requirements. See proposal for type of signage to be installed.
- 9.** 6K will provide services to write the SWPPP report for this project. Included will be services to gather information from the CLIENT for the property, including plans, reports, etc necessary to allow the report to be prepared. This proposal is based off of having all files deliver to 6K from Client, including a copy of the base CADD files (all drawing files must be in AutoCAD format). 6K will provide two (2) reports for use on the property.
- 10.** 6K will file the Notice of Intent (NOI) and Notice of Termination (NOT) with the EPA/ADEQ for the CLIENT at the appropriate time and as directed by the CLIENT, unless specifically excluded from contract.
- 11.** 6K will not create a SWPPP Plan for the Project if there is an existing, acceptable plan.
- 12.** This proposal is valid for thirty (30) days from date of issuance.
- 13.** Unless specifically stated or included within this proposal, the following items/costs are excluded from this contract: Permit Fees, Road Closures, Abnormal Soil Conditions, All Sales and/or Privilege Taxes, Bonds, Import Fill, Export, Work not Specified as a Bid Item, Clean Up of Excess Materials/Debris Left by Other Contractors, Slurry Backfill, Engineering, Water Meter and Water Fees, Utility Conflicts, Dry Wells, and Final Utility Adjustments.

PROPOSAL: #22411

PROJECT: Guadalupe Road - Arizona to McQueen





Services Estimate

Date	Estimate #
12/1/2022	12012203

Sales Rep
Jeff Gardner

To:

Haydon Building Corp
 4640 E. Cotton Gin Loop
 Phoenix, AZ 85040

Job Name

GUADALUPE ROAD - ROADWAY

Item	Description	Qty	U/M	Cost	Total
	PRE-SWPPP BUDGETING ESTIMATE FOR: GUADALUPE ROAD - ROADWAY RECONSTRUCTION & IMPROVEMENTS ARIZON AVE TO MCQUEEN ROAD GILBERT, AZ				
SWPPP Plan De...	SWPPP Plan Design - Required per ADEQ Specifications SPECIFIC BMP'S (DETAILS AND QUANTITIES) TO BE IDENTIFIED BY THIS SWPPP PLAN DESIGN	1		3,750.00	3,750.00
SWPPP Narrative	SWPPP Narrative Design Manual - Required per EPA Specifications (Each) Narratives alone (no BMP installations) will be \$1,300.00	1		1,095.00	1,095.00
SWPPP Sign	SWPPP Sign - per ADEQ Specifications	1		275.00	275.00
Spill Kit	Spill Kit - per ADEQ Specifications	1		345.00	345.00
Dust Control Sign	Dust Control Sign	1		575.00	575.00
Misc	SWPPP Reserve TO BE DETERMINED BY SWPPP PLAN DESIGN. Amounts and quantities to be based on SWPPP Plan Design (see above). Variable Items may include any or all of the following: Stabilized Construction Entrance(s), Inlet protection, Silt Fence protection, Wattle or Compost Filter Sock Protection, Concrete Washout Installation, etc.				

Pricing based on specified quantities, and this is an ESTIMATE ONLY. Actual Quantities will be billed.

Maintenance and Removal is not included unless specifically listed above as a line item

Total	\$6,040.00
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 Fax: 480-657-2057
 ROC 258214 Email: Jeff@desertservices.net



PROJECT QUOTE

2113 East Jackson Street, Phoenix, AZ 85034

480-272-6393 | bids@offsitesweeping.com

CUSTOMER:	Item	CM#	Description	#	Units	Price Per Unit	Amount
Hunter Contracting	CGP		ADEQ Stormwater Pollution Prevention Physical Binder, E-book	1	Per Site	\$1,575.00	\$1,575.00
PROJECT:	Signage		Dust Control Project Sign (required for sites 5> acre)	1	EA	\$315.00	\$315.00
Guadalupe Road	Signage		SWPPP Sign (required for sites 1> acre)	1	EA	\$105.00	\$105.00
DATE:	Mobilization		Mobilization of SWPPP Team	1	Per Visit	\$525.00	\$525.00
11/24/22	Mobilization		Mobilization for Addtl Requested Installation or Maint.	1	Per Visit	\$525.00	\$525.00
PREPARED BY:	Installation	EC-5	Stabilized Construction Entrance (30'x50'x6" w/ 1"-3" rock with fabric base)	1	EA	\$2,835.00	\$2,835.00
2/22/23	Inspection		Storm Event Trigger Inspection	5	Per Visit	\$210.00	\$1,050.00
REVISION:	Installation	SPC-7	Curb Inlet Protection 6' (secured with gravel bags)	15	EA	\$99.75	\$1,496.25
N/A	Inspection		Stormwater Pollution Prevention Inspections (24 per year @ 14 day interval)	24	Per Visit	\$210.00	\$5,040.00
	Installation	SPC-2	Sand Bags	45	EA	\$6.04	\$271.69
	Installation	SPC-1	5" Hydro-Sock Mulch	1000	LF	\$2.63	\$2,625.00
	Installation	SPC-1	9" Sediment Wattle w/ wood stakes	0	LF	\$2.31	\$0.00
	Installation	SPC-1	8" Hydro-Sock Mulch	0	LF	\$3.94	\$0.00
	Installation	SPC-5	Wire Mesh Silt Fence (36" fabric, 24" wire w/ steel stakes)	0	LF	\$3.68	\$0.00
	Installation	SPC-7	Drop Inlet Protection 28"x28" (secured with gravel bags)	0	EA	\$89.25	\$0.00
	Installation	SPC-7	Drop Inlet Protection 48"x48" (secured with gravel bags)	0	EA	\$152.25	\$0.00
	Installation	GH-4	One (1) Concrete Washout Bin	0	Month	\$315.00	\$0.00
	Removal	GH-4	Disposal of Concrete From Washout Bin	0	Per Load	\$315.00	\$0.00
	Sweeper	GH-6	Street Sweeping @ 4 Hour Per Day min	0	Per Hour	\$131.25	\$0.00
	Water Truck	EC-7	Dust Control @ 6 Hour Per Day min	0	Per Hour	\$115.50	\$0.00

THIS QUOTE INCLUDES THE FOLLOWING CONDITIONS:	TOTAL PRICE EXCLUDES TAXES
	\$16,362.94

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

Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-133A - Guadalupe Road 100

Description: 100% - Arizona Ave to McQueen Road - Town of Gilbert

Cost Items

Quote Group: TC

Award Complete Status:

Reviewed: Yes

Last Reviewed: 8/21/2022 10:21:58 AM

Quote Last Changed: 12/12/2022 12:42:14 PM

(1 of 1)

Quote Description:	TC 100%	TC 100%	TC 100%
Awarded Total:	147,047.84	0.00	0.00
Quoted Items Total:	147,047.84	262,878.00	325,225.00
Special Conditions:	0.00	0.00	0.00
Quoted Total:	147,047.84	262,878.00	325,225.00
Last Update:	12/12/2022 12:42:14 PM	12/9/2022 1:50:50 PM	12/9/2022 1:40:37 PM
Comparable Total:	147,047.84	262,878.00	325,225.00
Seller:	National Barricade Company	Trafficade Service, Inc.	RoadSafe
Minority Type:			

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
TC	123.1.1	2700 LF Guadalupe Mid-Block	158.00	EA	-FREE-	-FREE-	270.00	42,660.00	695.00	109,810.00		
TC	123.1.2	Setup or Takedown Mid-Block	8.00	EA	-FREE-	-FREE-	1,400.00	11,200.00	1,314.00	10,512.00		
TC	123.1.3	1000 LF Guadalupe Single Lane Closure	83.00	EA	-FREE-	-FREE-	210.00	17,430.00	202.00	16,766.00		
TC	123.1.4	Setup or Takedown Single Lane Closure	166.00	EA	-FREE-	-FREE-	540.00	89,640.00	328.00	54,448.00		
TC	123.1.5	Football on Guadalupe	17.00	EA	-FREE-	-FREE-	110.00	1,870.00	223.00	3,791.00		
TC	123.1.6	Setup or Takedown Guadalupe Football	8.00	EA	-FREE-	-FREE-	540.00	4,320.00	328.00	2,624.00		
TC	123.1.7	Mobile Operation with 2 Flaggers - 10 HR	28.00	EA	-FREE-	-FREE-	1,040.00	29,120.00	2,058.00	57,624.00		
TC	123.1.8	24-HR 1-Directional Closure on Obispo	94.00	EA	-FREE-	-FREE-	45.00	4,230.00	142.00	13,348.00		
TC	123.1.9	Setup or Takedown of 1-Directional	8.00	EA	-FREE-	-FREE-	160.00	1,280.00	197.00	1,576.00		
TC	123.1.1	Traffic Control Plan 0 - Per Sheet	10.00	EA	-FREE-	-FREE-	60.00	600.00	60.00	600.00		
TC	123.1.1	Job Service - Per Occurance 1	291.00	EA	-FREE-	-FREE-	208.00	60,528.00	186.00	54,126.00		
TC	123.1.1	Ped Fence - At 2 Driveways	1,000.00	LF	-FREE-	-FREE-	0.00	0.00	0.00	0.00		
TC	123.1.1	Pedestrian Ramps 3	10.00	EA	-FREE-	-FREE-	0.00	0.00	0.00	0.00		
TC	123.2.1	Traffic Control Per Calendar Day	302.00	DY	450.00	135,900.00	0.00	0.00	0.00	0.00		
TC	123.2.2	Shadow Truck	22.00	DY	506.72	11,147.84	0.00	0.00	0.00	0.00		

AWARDED



National Barricade Company

7326 N Glen Harbor Blvd Glendale, Arizona 85307 - Office: (623) 879-4695 Fax: (623) 879-4683

December 6, 2022

HUNTER CONTRACTING

Project: GUADALUPE ROAD IMPROVEMENTS
ARIZONA AVENUE TO MCQUEEN ROAD
TOWN OF GILBERT PROJECT ST-1770

Bid Item 123 **TRAFFIC CONTROL.....\$450.00 per day**

302 Calendar Days x \$450.00 per Calendar Day \$135, 900.00

Shadow Truck **Hourly shadow truck (port to port) \$63.34 per hour including sales tax**

Billing will be based on the actual days that traffic control is used.

SCOPE: All temporary traffic control devices and labor required to complete the Guadalupe Road Improvement Project per plans, special provisions, and Town of Gilbert approved traffic control plans.

INCLUDED: Temporary Advance Warning Signs, Stands, and Lights
Temporary Traffic Control Barricades and Lights
Trailer Arrow Boards
Variable Message Boards
Labor for Delivery and Set-up, Traffic Control Changes, and Takedown and Pickup of Devices
Service and Maintenance of Temporary Traffic Control Devices
All Filled Sandbags
Safety Flags for Advance Warning Signs
Traffic Control Plans Required
Pedestrian ADA Wall if needed
Applicable Sales Tax

EXCLUDED (Available if required at a per day price):

- Certified Flaggers
- Police Officers
- Shadow Truck or Truck Arrow Board
- Temporary Concrete Barrier or Water Filled Barrier
- Portable Traffic Signals

If you have any other questions or comments please feel free to give me a call. Thank you for the opportunity to serve all your traffic control needs.

Rick Goebel
Estimator/Project Manager
Cell # (602) 768-3825



Hunter CT.

Attn: George Malcolm

Re: Guadalupe Rd, AZ Ave to McQueen Rd 100% Plans

Lo: Guadalupe Rd & AZ Ave, Gilbert AZ.

Bid Date: 12/6/2022

05B

WE PROVIDE:

BARRICADES

TRAFFIC PLANS

TRAFFIC CONTROL

SAFETY SUPPLIES

CUSTOM SIGNS

SIGN INSTALLATIONS

TRAFFIC CONTROL ESTIMATED DAILY RENTAL COST*

24hr Guadalupe Rd full channel shifting all traffic to one side maintaining 1-lane in each direction - Work Area: 2,500 FT.

- Estimated rental cost per day is \$270.00*.
- Estimated labor cost for the initial set up OR final pick up is \$1,400.00 per occurrence.

24hr Obispo midblock shifting all traffic to one side maintaining 1-lane in each direction - Work Area: 500 FT.

- Estimated rental cost per day is \$60.00*.
- Estimated labor cost for the initial set up OR final pick up is \$280.00 per occurrence.

24hr Guadalupe Rd 1-direction single lane closure - Work Area: 1,000 FT.

- Estimated rental cost per day is \$110.00*.
- Estimated labor cost for the initial set up OR final pick up is \$540.00 per occurrence.

Daytime Guadalupe Rd 2-direction single lane closure - Work Area: 1,000 FT.

- Estimated rental cost per day is \$210.00*.
- Estimated labor cost for the initial set up OR final pick up is \$750.00 per occurrence.

Daytime Obispo 2-way flag station - Work Area: 500 FT.

- Estimated rental cost per day is \$45.00*.
- Estimated labor cost for the initial set up OR take down this closure is \$160.00 per occurrence.
- The estimated labor cost does not include any standby.

Provide (2) AFAD units, operated by (1) certified Flaggrade operator @ \$104.00* hourly with a 4hr minimum

1 – VMS Board with protection equipment is \$65.00* per day.

Delivery OR final pick up is \$120.00* per occurrence.

1 – Traffic control plan is \$60.00*.

EXCLUSIONS: TCP, Municipal Plan Review Fee, Permit Fees, Shadow Truck, Project Specialty Signs, Concrete or Water Filled Barrier Wall, Flagman, Police Officers, Stand by Time, ADA Compliance, ADA Ramp.

***TERMS / CONDITIONS:**

- Invoices will be based off the actual ticketed equipment and / or labor delivered to the job.
- This quote is valid for 30 days. If work starts after 30 days, then Trafficade reserves the right to nullify this quote and re-quote at its own discretion.
- Sales tax is not included and will be added to all billings. Tax rate subject to change if the prevailing rate changes.
- 0% Retention

**Trafficade Estimator: Luis Aguilar
602-431-0911 - luis@trafficade.com**

Locations:

Phoenix

2533 W. Holly St.
Phoenix, AZ 85009
(602) 431-0911

Chandler

17046 S. Weber Dr.
Chandler, AZ 85226
(602) 431-0911

Tucson

2802 N. Flowing Wells Rd
Tucson, AZ 85705
(520) 624-0465

Prescott

11580 E. Santa Fe Loop
Dewey, AZ 86327
(928) 759-0094

Flagstaff

5301 E. Commerce Ave.
Flagstaff, AZ 86004
(928) 759-0094

Yuma

3178 33rd Place, Suite A
Yuma, AZ 85365
(928) 344-5046



3015 EAST ILLINI STREET
 PHOENIX, AZ 85040
 602-243-1218 OFFICE
 602-243-3470 FAX

PROPOSAL

TO: Hunter Contracting

BID LINE	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
PROJECT	Guadalupe Road - Arizona to McQueen	BID DATE:		12/5/2022	
LOCATION	Guadalupe & Arizona Ave to McQueen	ESTIMATOR:		Karli Bredvig 480.273.3804	
QUOTE:	08182022PHXKB06				
1	Equipment for 24 Hour Midblock to the Northside of Guadalupe or Southside of Guadalupe up to 2700ft Work Area	EA DAY	1	\$ 695.00	\$ 695.00
2	Labor to Setup or Pick Up Per Occurance	EA	1	\$ 1,314.00	\$ 1,314.00
3	Equipment for a Single Lane Closure on Guadalupe for work area of 1000ft.	EA DAY	1	\$ 101.00	\$ 101.00
4	Labor to Setup/Reset or Takedown/Pick Up Per Occurance	EA	1	\$ 164.00	\$ 164.00
5	Equipment for Eastbound & Westbound Right Lane Closure on Guadalupe up to 1000ft	EA DAY	1	\$ 202.00	\$ 202.00
6	Labor to Setup/Reset or Takedown/Pick Up Per Occurance	EA	1	\$ 328.00	\$ 328.00
7	Equipment for Football on Guadalupe up to 1000ft	EA DAY	1	\$ 223.00	\$ 223.00
8	Labor to Setup/Reset or Takedown/Pick Up Per Occurance	EA	1	\$ 328.00	\$ 328.00
9	Equipment for Night-Time Flagger Operation on Obispo up to 1000ft Work Area - DOES NOT INCLUDE LIGHT TOWERS	EA DAY	1	\$ 143.00	\$ 143.00
10	1 Traffic Tech on Site for Adjustments & 2 Atssa Flaggers - for 10 Hours	EA	1	\$ 2,058.00	\$ 2,058.00
11	Equipment for 24Hour Directional Closure on Obispo/Fiesta with Detour Route	EA DAY	1	\$ 142.00	\$ 142.00
12	Labor to Setup or Pick Up Per Occurance	EA	1	\$ 197.00	\$ 197.00
13	Traffic Control Plan - Per Sheet	EA	1	\$ 60.00	\$ 60.00
14	Shadow Truck	HR	1	\$ 70.00	\$ 70.00
15	Custom Project/Static Signs	EA	1	\$ 144.00	\$ 144.00

16	Job Service - Per Occurance	EA	1	\$ 186.00	\$ 186.00
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Equipment notes:

Sand Bags & Flags Included. All signs are temporary and will be installed on spring stands.

This estimate is based on information provided to us. All equipment and labor will be invoiced using actual quantities. Final pricing subject to change on approved traffic control plans. If additional labor is required, time will be billed at the rates listed below.

EXCLUSIONS:

● **ADDITIONAL LABOR**

- 1 Man 1 Truck \$ 62.00 Per Hour
- Light-Tower \$ 215.00 Each Per Day
- Message Board \$ 54.00 Each Per Day
- ADA Wall for Pedestrian Walk Way \$ 3.00 Each Per Day
- Pedestrian Ramp \$ 30.00 Each Per Day
- Officer (4HR Min | 48HR Late Request/Cancel Fee Charged) \$ 125.00 Per Hour

● BOND,SPECIAL PERMITS OR ANY INCIDENTAL ITEMS UNLESS NOTED ABOVE.

***** TERMS & CONDITIONS**

Net 30 days on rental & sales items on approved credit

We do not accept retention less than \$10,000.00

Industry Standard Insurance will be provided as requested

Register of Contractor's licenses numbers 248999 CR-05, 253153 AE

Notification of acceptance of this quotation is required via E-mail, Contract or Purchase Orders

THIS QUOTE IS VALID FOR 60 DAYS FROM 12/5/2022

***** IF YOU HAVE ANY QUESTION OR CONCERNS PLEASE CONTACT ME AT 602-243-1218 or KBredvig@RoadSafeTraffic.com**

***** FOR PROJECT SCHEDULING PLEASE CALL DISPATCH AT 602-243-1218**

Sincerely,

Karli Bredvig

Karli Bredvig

Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-133A - Guadalupe Road 100

Description: 100% - Arizona Ave to McQueen Road - Town of Gilbert

Resource Items

Quote Group: Trucking

Award Complete Status:

Reviewed: Yes

Last Reviewed: 8/22/2022 5:55:54 AM

Quote Last Changed: 12/14/2022 7:25:06 PM

(1 of 1)

Quote Description:	Trucking 100%	Trucking 95%	Trucking 95%	
Awarded Total:	303,746.77	0.00	0.00	
Quoted Items Total:	303,746.77	349,936.53	358,594.25	
Special Conditions:	0.00	0.00	0.00	
Quoted Total:	303,746.77	349,936.53	358,594.25	
Last Update:	12/14/2022 10:19:35 AM	12/14/2022 7:25:06 PM	12/9/2022 1:51:39 PM	
Comparable Total:	303,746.77	349,936.53	358,594.25	
Seller:	Earthworx	Keep On Trucking OBE1	Matt Brown Trucking	
Minority Type:				

Quote Group	Code	Description	Quantity UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
Trucking	UTS	Trucks, Semi End Dump 13cy, 20tn	462.35 Hour	<input checked="" type="checkbox"/>	135.00	62,417.90	140.00	64,729.67	135.00	62,417.90		
Trucking	UTS6	Trucks, Super 16s 15cy, 23tn	2,193.90 Hour	<input checked="" type="checkbox"/>	110.00	241,328.87	130.00	285,206.85	135.00	296,176.35		

AWARDED

AWARDED

Bid Proposal: Trucking

Printed on Aug 18, 2022 at 11:47 AM MST

Guadalupe Road - Arizona to McQueen - 95%

Guadalupe & McQueen, Gilbert, AZ 85233, United States of America

Sent proposal: \$123,345

Submitted Aug 18, 2022 at 11:31 AM MST

Earthworx Trucking and Materials

4055 S Alvernon Way, Tucson, AZ 85714, USA

Scott Grubb | +1 602-828-7879 | sgrubb1@gmail.com

LINE ITEMS

Description	Quantity	Unit Cost	Total Cost
Super 16 by the hour	1,044	× \$110 /hour	\$114,840
Semi End Dump by the hour	63	× \$135 /hour	\$8,505
Base Bid			\$123,345

GENERAL ACKNOWLEDGMENTS

In submitting this Proposal, the bidder acknowledges and accepts the site conditions.	Yes
If any exceptions are taken to the requirements of this Proposal form, include those exceptions with your proposal, stating the sections and paragraphs and the specific exception.	Yes
In submitting this Proposal, the bidder agrees to complete the work in accordance with the included Preliminary Construction Schedule. (If provided)	Yes
In submitting this Proposal, the bidder agrees that this bid is valid for the duration of the project and no material escalation will be accepted as part of this proposal.	Yes
In submitting this Proposal, the bidder has provided exceptions taken to the terms stated in the Contract Documents made available on Building Connected, stating the sections and paragraphs and the specific exception.	Yes
All material meets or exceeds the requirements outlined in the Contract Documents, including all plans, technical specifications, Owner Standards and Supplements, and Maricopa Association of Government (MAG) specifications.	Yes

BOND INFORMATION

Bond Rate Shall Be Provided	0	%
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DISCLAIMERS AND CLARIFICATIONS

Bidder agrees to perform all work as it appears in the bid schedule including all applicable direct, indirect overhead, insurance, bonds, taxes, profit and all costs associated with the Project. If the bidder can create value to the project via value engineering concepts, please provide a description of changes and potential cost savings and attach it to your bid proposal.

Guadalupe Road - Arizona to McQueen - 95%

Guadalupe & McQueen, Gilbert, AZ 85233, United States of America

Items priced in your proposal includes the following: Furnish all materials, equipment, labor and related items necessary to complete the work in accordance with the Contract Special Provisions, Project Plans and Specifications, Owner Standards and MAG Standards.

This is a Construction Manager at Risk project with the client listed on the project information sheet. Your quote should be based on your takeoff, and must indicate your quantities and unit prices with extensions for all items included in your bid.

Guadalupe Road - Arizona to McQueen - 95%

Guadalupe & McQueen, Gilbert, AZ 85233, United States of America

Sent proposal: \$144,540

Submitted Aug 18, 2022 at 11:39 AM MST

Keep on Trucking AZ LLC

2736 East Hopi Avenue, Mesa, AZ 85204, United States of America

Theresa Lamirande | +1480-892-8662 | kothauling@gmail.com

LINE ITEMS

Description	Quantity	Unit Cost	Total Cost
Super 16 by the hour	1,044	× \$130 /hour	\$135,720
Semi End Dump by the hour	63	× \$140 /hour	\$8,820
Base Bid			\$144,540

GENERAL ACKNOWLEDGMENTS

In submitting this Proposal, the bidder acknowledges and accepts the site conditions.	Yes
If any exceptions are taken to the requirements of this Proposal form, include those exceptions with your proposal, stating the sections and paragraphs and the specific exception.	Yes
In submitting this Proposal, the bidder agrees to complete the work in accordance with the included Preliminary Construction Schedule. (If provided)	Yes
In submitting this Proposal, the bidder agrees that this bid is valid for the duration of the project and no material escalation will be accepted as part of this proposal.	Yes
In submitting this Proposal, the bidder has provided exceptions taken to the terms stated in the Contract Documents made available on Building Connected, stating the sections and paragraphs and the specific exception.	Yes
All material meets or exceeds the requirements outlined in the Contract Documents, including all plans, technical specifications, Owner Standards and Supplements, and Maricopa Association of Government (MAG) specifications.	Yes

BOND INFORMATION

Bond Rate Shall Be Provided	0	%
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DISCLAIMERS AND CLARIFICATIONS

Bidder agrees to perform all work as it appears in the bid schedule including all applicable direct, indirect overhead, insurance, bonds, taxes, profit and all costs associated with the Project. If the bidder can create value to the project via value engineering concepts, please provide a description of changes and potential cost savings and attach it to your bid proposal.

Guadalupe Road - Arizona to McQueen - 95%

Guadalupe & McQueen, Gilbert, AZ 85233, United States of America

Items priced in your proposal includes the following: Furnish all materials, equipment, labor and related items necessary to complete the work in accordance with the Contract Special Provisions, Project Plans and Specifications, Owner Standards and MAG Standards.

This is a Construction Manager at Risk project with the client listed on the project information sheet. Your quote should be based on your takeoff, and must indicate your quantities and unit prices with extensions for all items included in your bid.

ADDITIONAL INFORMATION

Notes

We generally operate 10 and 14 wheel dump trucks. We will do our best to acquire 16 wheel and end dumps for your project, but it is not something we can guarantee.

I do not believe the bond rate applies to our services. 0% was entered because this does not apply.

ATTACHMENTS

 Bid - Hunter Info Sheet Gua... (173 KB)

Malcolm George

From: Frank Ruegsegger <fruegsegger@gmail.com>
Sent: Friday, August 5, 2022 9:48 AM
To: Malcolm George
Subject: Bid Invite: Guadalupe Road - Arizona to McQueen - 95%
Attachments: Guadalupe Quote-Hunter.pdf

EXTERNAL EMAIL

Malcolm,

I received your request for a quote for this project.

Unfortunately, Building Connected doesn't provide enough information when it comes to trucking. Attached below is a quote I have put together for you, with the most requested items.

If you don't see a particular item that you need, feel free to reach out to me, and I will add it to the quote.

Our current hourly rates are as follows:

16 wheel demo bed \$135.00 per hour. 21tn/13yrd capacity
18 wheel material beds \$150.00 per hour. 23-24.5tn capacity.
Belly dumps \$145.00 per hour. 23tn capacity. When available.

[Fuel surcharge formula using \\$5.618 per gallon.](#)

ALL JOBS TO BE REVIEWED BEFORE HAULING STARTS. PITS ARE CHANGING PRICE WITHOUT NOTICE.

Any given quote could change without prior notice.

Fuel surcharge of 2% will be added to above quote, if fuel goes up \$0.20 per gallon from the date given.

All per hour jobs will be charged travel time at the hourly rate.

All aggregate quotes are 100 ton minimum unless otherwise specified.

Quotes do not reflect nights or weekend work, resulting in an additional

\$20.00 per hour, plus dump fees/materials. 4 hours minimum on all trucks ordered. In the event a supplier of a quoted job runs out of material, Matt Brown Trucking will not be liable and additional cost will be passed on to the receiving Contractor, "if an alternative source is required"

Frank Ruegsegger
Operations Manager
Office 623.215.3554 x 106
Cell 623.329.1392
Dispatch 602.499.3151
frank@mattbrowntrucking.com



Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-133A - Guadalupe Road 100

Description: 100% - Arizona Ave to McQueen Road - Town of Gilbert

Resource Items

Quote Group: Concrete Mat'l Award Complete Status: Reviewed: Yes Last Reviewed: 8/21/2022 10:29:30 AM Quote Last Changed: 12/13/2022 12:07:00 PM

(1 of 1)

Quote Description:	Concrete Mat'l 95%	Concrete Mat'l 100%	Concrete Mat'l 100%	Concrete Mat'l 100%
Awarded Total:	0.00	0.00	392,168.33	0.00
Quoted Items Total:	205,916.91	317,540.59	392,168.33	405,185.95
Special Conditions:	0.00	0.00	0.00	0.00
Quoted Total:	205,916.91	317,540.59	392,168.33	405,185.95
Last Update:	12/13/2022 12:07:00 PM	12/13/2022 11:57:29 AM	12/13/2022 12:01:06 PM	12/13/2022 11:59:19 AM
Comparable Total:	205,916.91	317,540.59	392,168.33	405,185.95
Seller:	Arizona Materials	CalPortland	Rock Solid	Desert Ready Mix
Minority Type:	Incomplete	Incomplete		

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
Concrete Mat'l	MCC	Concrete, Add Color to Concrete	15.00	CY	0.00	0.00	0.00	0.00	<input checked="" type="checkbox"/>	42.00	630.00	0.00	0.00
Concrete Mat'l	MCMA	Concrete, MAG A 3000 psi	300.95	CY	163.28	49,139.24	160.78	48,386.87	<input checked="" type="checkbox"/>	139.00	41,832.16	143.25	43,111.20
Concrete Mat'l	MCMAA	Concrete, MAG AA 4000 psi	645.01	CY	0.00	0.00	164.78	106,283.95	<input checked="" type="checkbox"/>	145.50	93,848.25	151.25	97,557.03
Concrete Mat'l	MCMB	Concrete, MAG B 2500 psi	1,022.82	CY	153.28	156,777.67	157.78	161,380.36	<input checked="" type="checkbox"/>	136.50	139,614.77	139.25	142,427.52
Concrete Mat'l	MCMC	Concrete, MAG C 2000 psi	9.50	CY	0.00	0.00	156.78	1,489.41	<input checked="" type="checkbox"/>	136.50	1,296.75	135.25	1,284.88
Concrete Mat'l	MCS.5	Concrete, Slurry Abc 0.5-Sack	1,115.98	CY	0.00	0.00	0.00	0.00	<input checked="" type="checkbox"/>	103.00	114,946.40	108.25	120,805.32

AWARDED

AWARDED



ROCK SOLID
 6741 W. Rock Solid Way, Box 5062, Chandler, AZ 85226
 480 496-9633 (office)
www.rocksolidconcrete.com

Quote Number 220

MATERIAL QUOTE

Quote Date	8/16/22
Prices Valid Through and Expire on:	10/1/2023

Customer Name Hunter Contracting
Project Name Guadalupe & McQueen
Project Address Guadalupe Rd - Arizona Ave to McQueen, Gilbert
Contact Name Eric Paulsen
Contact Phone (480) 503-7419
Contact email erikp@huntercontracting.com

Source Plant: 1

Quantity	Product Code	Description	Application	Price	U of M	Notes
600	A2540	MAG B, 2500 psi Standard, 4" Slump		\$136.50	CY	
226	A3040	MAG A, 3000 psi Standard, 4" Slump		\$139.00	CY	
	A3040P	MAG A, 3000 psi Flowable, 7" Slump		\$141.00	CY	
	A4040	MAG AA, 4000 psi Standard, 4" Slump		\$145.50	CY	
608	A4040P	MAG AA, 4000 psi Flowable, 7" Slump		\$148.00	CY	
	A2040	MAG C, 2000 psi Standard, 4" Slump		\$136.50	CY	
1100	A1050	1/2 Sack AB Slurry (PHCLSM 1/2)		\$103.00	CY	
	TBD	Color to be determined (Baja Red)		\$42.00	CY	

Above Pricing does not include fuel surcharge, which will be added to each invoice as a "charge per truckload" starting May 1, 2022

General Terms and Conditions:

Pricing above is based on Rock Solid as primary supplier. After quote expiration, all work defaults to "all locations" price. Quote extension requests beyond the termination date must be placed with the sales group 30 days prior to expiration.

- Quote is valid for 30 days. Pricing is confirmed only upon receipt of signed acceptance (below) within 30 days of quote date.
- Payment Terms: Invoices due and payable in 30 days; 2% discount allowed if payment received by the 10th of the month following delivery.
- Pricing is subject to applicable Sales Taxes.
- Cancellation of orders within 24 hours of shipment will result in a charge of \$250 or \$10 per cubic yard, whichever is greater.
- Standby Charges: Allowance of 6 min per cy to unload concrete. Thereafter, subject to fee of \$1.50/minute to unload.
- Delivery Charges: Less than 3 cy--\$200; Less than 5 cy--\$100
- Tempered Water Charge: \$0/cy; Non-Chloride Accelerator: \$1.00/unit, 4 units= 1%; Hydration Stabilizer: \$1.10/level (ca. 30 min)
- Color washout Charge: \$25 per load

Rock Solid mix designs include low alkali cement and fly ash to help mitigate potential for Alkali-Silica Reactivity (ASR) in concrete mixes. Purchaser assumes ASR liability for mixes requested without fly ash or low alkali cement. Rock Solid is not currently bidding any air entrained concrete mixes.

Quoted by: Mike Magee
 email: Mmagee@rocksolidconcrete.com

Accepted by: _____
 Date: _____



PROJECT QUOTATION

Customer: Hunter Contracting Co Malcolm George - Est 520-262-7292 malcolm.george@huntercontracting.com	Project Guadalupe Rd Imp Location Guadalupe & McQueen, GILBERT, AZ 8500	Quote # 4175 (21) Quote Date 08/12/2022
--	--	--

CONCRETE

Est Quantity 1,166.00 CYDS

Qty	Description	Mix ID	Price
817	MAG-A 3000 PSI	13004	\$160.50/CYD
349	MAG-B 2500 PSI 1" Rock	12504	\$150.50/CYD
	Chilled Water		\$0.00/Per Yard
	Environmental		\$25.00/Each
	Fuel Surcharges		\$35.00/Each
	Hot Water		\$1.00/Per Yard
	Nitro		\$9.50/Per Yard
	SHORTLOAD CHARGES		\$200.00/Each

Concrete Terms & Conditions

Arizona Materials accepts no responsibility for any damage to curb and beyond curb line. It will be Buyers responsibility to contact Arizona Materials Quality Control Department with any concrete issue/concerns within 48 hours after placement. Buyer is responsible to provide safe access to point of delivery. All materials are produced in conformance with ACI / ASTM standards. Mixes quoted below, unless otherwise stated, conform to no specific water cement ratio, minimum sack content, shrinkage, temperature requirement, or the plans and specifications of this project.

All colored concrete loads have a 3 yard minimum.

Arizona Materials cannot guarantee compressive strengths of 5000 PSI or below for loads less than 3 yards.

5000 PSI or above must be 5 yards or more to guarantee compressive strength.

Payment is due and payable on or before the 15th day of the month following to receive 2% discount. Account must be current in full to be eligible to apply discount. A service charge not to exceed the maximum allowed by law applies on unpaid invoice amounts beginning the 1st day of the month following due date and daily thereafter until paid in full. Should litigation be commenced to enforce payment, the prevailing party is entitled to reimbursement of reasonable attorney fees and court costs.

Buyer has 30 days to validate quote with P.O. , signing issued quote, or written verification.

Price quoted are applicable pending availability of materials and are subject to change prior to commitment.

Price Increases as follow:

Price Increase #1: Add **\$15.00/CYD** on 03/01/2023

Prepared & Submitted By: Frank Campbell 6027217259 fcampbell@azmatl.com Prepared On 08/12/2022	ACCEPTANCE (void if not accepted before 09/11/2022) All prices expire on quoted expiration date: 08/31/2023 Signature: _____ Date: _____ Print Name/ Title: _____
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Arizona Materials

Corporate Offices:

3636 S. 43rd Avenue

Phoenix, AZ 85009

Phone: 602-278-7777

Fax: 602-442-6905

www.arizonamaterials.net

Terms and Conditions of Sale

Additives

Hot / Chilled Water - \$1.00 per cubic yard

Nitrogen Cooling - \$9.50 per cubic yard

Non-Chloride Accelerator - \$1.50 per unit

Recover - \$2.00 per 1/2 Hour

Fiber

Micro Fiber - \$7.50 per pound

Macro Fiber (Structural) - Priced as Quoted

Color

Standard Liquid Color - See mix detail for per yard pricing

Color Washout - \$25.00 per load

Delivery

Fuel Surcharge - \$35.00 per load

Wash Out System Buckets - \$25.00 per load (requested at time of order)

Standby Charges - \$1.50 per minute beyond 6 minutes per cubic yard

Short Load Charges - 6 yards or less \$200.00 per load

Environmental Fee - \$25.00 per load

Weekend Delivery - \$50.00 per load

Plant Opening Charge - \$500.00/hr, 4 hour minimum

Sunday / Holiday Opening - \$750.00/hr, 4 hour minimum

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

Concrete Pricing subject to change based on market conditions

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

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

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

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



Price Expiration:
03/31/2023
See acceptance clause below

Customer Name HUNTER CONTRACTING CO Attention _____
 Project Name GUADALUPE RD - ARIZONA TO MCQUEEN City GILBERT
 Project Address GUADALUPE & MCQUEEN C/St _____
 Office Phone _____ Fax _____ Email _____

Date	12/07/2022	Sales	JIM YAGLOWSKI	Cell #	(602) 292-3593	Email	jyaglowski@calportland.com	Quote #	132042
Customer #	1000581	Job Start	12/07/2022	Job End	03/31/2023				

Volume	Product Number	Description	Unit Price	UOM	Comments
1459.00	P2015C01	2000PSI #57 MAG C	\$154.00	CY	
	P2515B01	MAG B 2500PSI #57 NO ASH	\$155.00	CY	
	P3015A01	3000 1" MAG A NO ASH	\$158.00	CY	
	P4015AA1	4000PSI #57 MAG AA	\$162.00	CY	
<hr/>					
1459	Total Volume		\$25.00	LOAD	Environmental Fee
			\$50.00	LOAD	Fuel Surcharge

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

Comments : PRICE INCREASE \$10CY 4/1/23, PRICE EXPIRES 10/1/23

Subject to availability, CalPortland warrants that the concrete as delivered to this project will meet or exceed the design strength specified on the delivery ticket when evaluated in accordance with applicable ACI and ASTM standards. CalPortland does not provide Contractor Quality Control. CalPortland guarantees ticketed mix designs of less than 5,000psi for load of three yards or more. Mix strength for loads less than three yards is not guaranteed. Ticketed mix designs of 5,000psi or greater require a four-yard minimum. Three-yard minimum for all colored concrete. Concrete is a natural product. Seller cannot be responsible for variations in color, surface discoloration, popouts or variations in the finished product caused by finishing techniques or job site conditions. Due to potential reactive aggregates in Arizona, CalPortland recommends the use of a Class F Fly Ash to mitigate Alkali Silica Reactivity (ASR). Purchaser shall assume the liability for the use of a cement-only mix. On-site addition of allowable water per ASTM C94. CalPortland cannot guarantee single source materials.

CalPortland reserves the right to postpone or cancel any quotes, current jobs or accepted deliveries if unable to perform due to raw material shortages, allocations or government regulations. Prices subject to change due to drastic cost changes of the major components of concrete or surcharges. Concrete is batched and delivered at current ambient temperatures. Buyer is responsible for temperature controlled concrete (Ice/Tempered Water). Prices for temperature controlled concrete are available upon request.

Contractor is responsible for providing safe access to the point of delivery. CalPortland accepts no responsibility for damages to the premises beyond the curb line. Customer shall provide and assume responsibility for an area or container for clean out of the concrete truck chutes. Additional color added by Buyer on-site subject to wash out fees.

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

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

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

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

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

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

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

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

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

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

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



Ready Mix Terms and Conditions

Customer # 1000581 **Customer Name** HUNTER CONTRACTING CO
Quote # 132042 **Project Title** GUADALUPE RD - ARIZONA TO MCQUEEN

Tempered Water:	Heated Water \$2.00 per cubic yard.
Ice:	\$0.50 per pound (Requires 3 – 5 business days notice).
Non-Chloride Accelerator:	\$0.09 per ounce.
Recover Set Delay Admixture:	\$0.20 per ounce.
Micro Fiber:	\$6.50 per pound.
Macro Fiber:	(Structural) Priced individually
	Please see manufacturer recommendation / specifications for suggested dosage rate.
Standard Liquid Color:	See mix detail for per yard pricing. Actual color of concrete may vary due to differences in cement, aggregates, job site conditions and finishing methods. Three-yard minimum load required.
Color Washouts:	\$25.00 per load
Standby Charges:	\$2.00 per minute beyond 5 minutes per cubic yard.
Minimum Load:	Under 6 CY = \$200.00
Excessive Trucking:	One Excessive Trucking Fee of \$200 will be assessed for each additional load required due to load sizes or multiple Order Backs.
Saturday Service:	\$10.00 per cubic yard Saturday operating hours 5:00am – 12:00pm Loads delivered outside of operating hours subject to additional charges
Split Load Charges:	\$250.00 per load.
Cancellation Charges:	All orders cancelled within 24 hours of scheduled delivery will be charged \$10.00 per cubic yard or \$250.00. Whichever is greater.
Return Concrete:	All loads returned with 5 cubic yards or more will be charged a Return Concrete Fee of \$300.00 per load.

Special Provisions:





DESERT READY MIX

READY MIX CONCRETE SALES AND SERVICE

4011 PRESIDIO STREET

MESA, AZ 85215

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

Begin Date: December 6, 2022

Quote # : 17571

Expiration Date: **March 31, 2023**

MAP/GRID 167-3

Customer: **HUNTER CONTRACTING CO.**

Customer Code: HUNT001

Address:

GILBERT, AZ 85233

Contact: JOSUE MANZANO (ESTIMATOR)

Phone: 480-892-0521

Fax:

Project: **GUADALUPE RD-ARIZONA AVE TO MCQUEEN ROAD**

Job Address: GUADALUPE RD-ARIZONA AVE TO MCQUEEN ROAD

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

Item Code	Item Description	Est. Qty	Price
S500501	PHCLSM .5 (1/2 SACK SLURRY COP)	110 Yards	\$105.00
A202001	MAG C 2000 PSI	10 Yards	\$132.00
A202501	MAG B 2500 PSI	600 Yards	\$136.00
A202502	MAG B 2500 PSI MACHINE	Per Yard	\$136.00
A203001	MAG A 3000 PSI	226 Yards	\$140.00
A203002	MAG A 3000 PSI MACHINE	Per Yard	\$140.00
A204001	MAG AA 4000 PSI	608 Yards	\$148.00
A204002	MAG CLASS AA / MACHINE	Per Yard	\$148.00
COLOR	INTEGRATED COLOR (DEPENDING ON COLOR SELECTED)	Per Lb.	\$3.80
TC	TEMPERATURE CONTROL	Per Yard	\$1.00

Additional Fees

Fee ID *	UOM	Price
E01	Per Yard	\$3.25
FSC	Per Load	\$TBD

Minimum Load Fee

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

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

Quoted By: **BRUCE A. TABET**

* E – Environmental | S – Saturday Fee | F – Fuel Surcharge



DESERT READY MIX

READY MIX CONCRETE SALES AND SERVICE

4011 PRESIDIO STREET

MESA, AZ 85215

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

Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-133A - Guadalupe Road 100

Description: 100% - Arizona Ave to McQueen Road - Town of Gilbert

Resource Items

Quote Group: Dry

Award Complete Status:

Reviewed: Yes

Last Reviewed: 8/21/2022 11:11:19 AM

Quote Last Changed: 12/14/2022 1:35:03 PM

(1 of 1)

Quote Description:	Dry 100%	Dry 100%
Awarded Total:	530,046.11	0.00
Quoted Items Total:	530,046.11	547,125.49
Special Conditions:	0.00	0.00
Quoted Total:	530,046.11	547,125.49
Last Update:	12/14/2022 1:35:03 PM	12/14/2022 1:34:11 PM
Comparable Total:	530,046.11	547,125.49
Seller:	Buesing Corp.	Cemex
Minority Type:		

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Dry	MDAB	Dry, ABC	12,185.00	TN	<input checked="" type="checkbox"/>	23.35 284,519.75	23.12	281,717.20				
Dry	MDABB	Dry, ABC Bedding (Pipe Only!!!)	474.59	TN	<input checked="" type="checkbox"/>	23.35 11,081.76	23.12	10,972.60				
Dry	MDABB	Dry, ABC - Belly B	11,247.00	TN	<input checked="" type="checkbox"/>	20.55 231,125.85	22.27	250,470.69				
Dry	MDCR	Dry, Concrete Rock #57	125.00	TN	<input checked="" type="checkbox"/>	26.55 3,318.75	31.72	3,965.00				

AWARDED



BUESING CORP.

Highway / Heavy Construction
AZ Lic. # A-ROC200645

AWARDED

"Simply the Best"

Date: 12/9/2022

To: Hunter Contracting

Attn: Malcolm George

Phone: **REVISED QUOTE**

Fax: **QUOTE #3**

Bid Date: December 9, 2022

Project No:

Project: **Guadalupe Road Improvements**

Location: Guadalupe Road Arizona Avenue to McQueen Road

City: Mesa, Az

We are pleased to submit the following cost estimate:

Pricing Good Through 11/30/2023 (See Standard Provisions)

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	TOTAL
48,595	TON	NON LIMED MAG ABC DELIVERED IN BELLY DUMPS	\$ 20.55	\$ 998,627.25
	TON	NON LIMED MAG ABC DELIVERED IN SUPERS	\$ 23.35	\$
125	TON	TRACKOUT ROCK DELIVERED IN SUPERS	\$ 26.55	\$ 3,318.75
	TON	BEDDING SAND DELIVERED IN SUPERS	\$ 26.70	\$
	TONLL	AGGREGATE ESCALATION CHARGE (EFFECTIVE 06/01/2023)	\$ 1.15	\$

Standard Provisions

SUFFICIENT QUANTITIES PER DELIVERY TO INSURE 4 HOUR MINIMUM PER TRUCK

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

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

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

ALL PRICING WILL BE HONORED THROUGH THE DATE SPECIFIED ABOVE PROVIDED THAT WE RECEIVE A P.O., P.A., OR LETTER OF INTENT WITHIN 30 DAYS. IF JOB AWARD IS LONGER THAN 30 DAYS PLEASE NOTIFY US WITHIN THE 30 DAYS, AND WE WILL NEGOTIATE WITH MATERIAL SUPPLIERS TO ALLOW THE PRICE TO BE HONORED

Special Provisions

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

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

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

ACCEPTANCE OF PROPOSAL

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

Company Name: Hunter Contracting

Authorized Person's Signature: _____

Date: _____

and GOOD LUCK !!!

Respectfully Submitted: *Cecil Wallace*



3045 S 7th Street
(602) 845-3133

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

GENERAL INFORMATION

Account:	HUNTER CONTRACTING CO CORP	Project:	D-GUADALUPE RD 100%
Account number:	3084308	Project Address:	2020 West Guadalupe Road Gilbert Arizona 85233
Contact:	Malcolm George		
E-mail:	malcolm.george@huntercontracting.com		
Phone:	480-892-0521	Doc. Expiration Date:	1/12/2023
		Price Valid from:	12/13/2022
Customer Service:	602-416-2658	Price Valid to:	3/31/2023
Sales Office Address:	5555 E. Van Buren Street, Suite 155, Phoenix, AZ 85008		

MATERIAL PRICING

Material Number	Description	Plant	Quantity	UoM	Delivered Price	Truck Type	Notes
1307799	SPEC BASE COARSE	8985 - Agg Trading - Sacaton	23,431.00	TON	\$21.05	BELLY DUMP	\$21.90/TON IN SUPERS
1317328	BEDDING SAND	8985 - Agg Trading - Sacaton	474.00	TON	\$28.05	BELLY DUMP	\$28.90/TON IN SUPERS
1183390	1 1/2" ASTM#57, DOT, GRAVEL	8985 - Agg Trading - Sacaton	125.00	TON	\$30.50	BELLY DUMP	\$31.40/TON IN SUPERS

ADDITIONAL CLAUSES

Category	Item	Value	UoM	Comments
Pricing Escalation	The prices are subject to an escalation of	\$1.00	USD/ton	EFFECTIVE 4/1/2023 - 6/30/2023
Surcharges and Fees	Variable Fuel surcharge	xx.xx	USD/Load	
	Environmental compliance fee	\$5.00	USD/Load	Charged on all loads
	Full freight recovery	xx.xx	USD/ton	Based on full freight for a load of 22 Tons
	Plant Opening fee for non business hours on weekdays, weekends	\$1,000.00	USD per Each	Subject to notification
	Saturday haul premium	Bid upon request	USD/ton	Aggregates account manager for pricing
	Standby charge	xx.xx	USD/min	Subject to notification
	Re-handling fee	\$40.00	USD/Load	Unsuitable material dumped at landfill, to be reloaded

Pricing Conditions

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

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

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

Payment terms

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

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

Material Availability

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

Delivery Availability

All shipments are subject to truck availability.

Product Performance

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

Respectfully,

CEMEX Con Mat South, LLC

Quoted By:

Donald Peters _____

Phone: +16024162761

Email: donald.peters@cemex.com

HUNTER CONTRACTING CO CORP

Accepted By:

Malcolm George _____

Standard Terms and Condition

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



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FUTURE IN ACTION

CEMEX is committed to being a net-zero CO₂ company and achieving sustainable excellence through climate action, circularity and natural resource management. Learn more: cemex.com/sustainability/future-in-action



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Strong, durable and sustainable, Portland Limestone Cement allows you to enjoy the same benefits of Ordinary Portland Cement (OPC) while lowering your carbon footprint. It can be used for the same applications as OPC, including concrete, precast, block, and pavers projects, as well as many others. Learn more:

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Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-159 Guadalupe Material GMP

Description: Town of Gilbert - SRP

Cost Items

Quote Group: Pipe Package

Award Complete Status:

Reviewed: Yes

Last Reviewed: 10/19/2022 11:36:56 AM

Quote Last Changed: 10/24/2022 6:58:45 AM

(1 of 1)

Quote Description:	Pipe Package	Pipe Package	Pipe Package	
Awarded Total:	83,589.57	0.00	0.00	
Quoted Items Total:	83,589.57	83,857.75	84,965.82	
Special Conditions:	0.00	0.00	0.00	
Quoted Total:	83,589.57	83,857.75	84,965.82	
Last Update:	10/21/2022 1:48:58 PM	10/24/2022 6:58:45 AM	10/24/2022 6:58:19 AM	
Comparable Total:	83,589.57	83,857.75	84,965.82	
Seller:	Dana Kepner	Ferguson Waterworks	Core & Main	
Minority Type:				

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Pipe Package	147.1	Purchase 12" Valve	9.00	EA	5,139.20	46,252.78	5,155.09	46,395.80	5,138.44	46,245.98		
Pipe Package	147.2	Purchase 8" Valve	8.00	EA	3,019.32	24,154.58	2,946.64	23,573.10	3,022.47	24,179.73		
Pipe Package	147.3	Purchase 6" Valve	3.00	EA	1,558.14	4,674.41	1,962.98	5,888.95	2,085.06	6,255.17		
Pipe Package	148.1	Purchase 12" Pipe & Fittings Complete	1.00	EA	2,604.80	2,604.80	2,305.72	2,305.72	2,685.94	2,685.94		
Pipe Package	149.1	Purchase 12" Pipe & Fittings Complete - Well Site	36.00	LF	163.97	5,903.00	158.17	5,694.18	155.53	5,599.00		

Awarded

Pipe Package Quote Comparison

REPLACEMENT WATERLINE GATE VALVES

12"

Qty	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	5.0	EA 12" MJ RW DI OL VALVE, LESS ACCS	\$2,777.91	\$13,889.55	\$2,869.25	\$14,346.25	\$2,913.21	\$14,566.05
2	4.0	EA 12" MJ X FLG RW DI OL VALVE, LESS ACCS	\$2,777.91	\$11,111.64	\$2,737.78	\$10,951.12	\$3,178.56	\$12,714.24
3	9.0	EA 12" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$297.28	\$2,675.52	\$489.99	\$4,409.91	\$294.06	\$2,646.54
4	4.0	EA 12" MJXFLG ADAPTOR, CL, SSB, DI, LESS ACCS	\$416.40	\$1,665.60	\$350.23	\$1,400.92	\$334.66	\$1,338.64
5	80.0	FT 12"X20' CLASS 235 PIPE, C900 PVC DR 18	\$61.80	\$4,944.00	\$51.50	\$4,120.00	\$51.50	\$4,120.00
6	18.0	FT 12"X18' 1-1/2" PC350 DI PIPE TYTON JOINT, CMNT L DUCTILE IRON PIPE-ANSI A21.51	\$59.41	\$1,069.38	\$49.32	\$887.76	\$53.11	\$955.98
7	9.0	EA TYPE C 562 VALVE BOX W/NYLON WATER LID	\$219.36	\$1,974.24	\$197.92	\$1,781.28	\$178.90	\$1,610.10
8	20.0	FT 5" X 5' CAST IRON SH SOIL PIPE	\$58.52	\$1,170.40	\$58.52	\$1,170.40	\$58.52	\$1,170.40
9	9.0	EA DC457-6" BLUE DEBRIS CAP	\$66.67	\$600.03	\$69.26	\$623.34	\$79.95	\$719.55
10	2.0	HNDRD 30"X200' BLACK POLY TUBE PERFORATED EVERY 20'	\$63.64	\$127.28	\$118.00	\$236.00	\$63.10	\$126.20
11	6.0	EA 2"X100' POLY TAPE, PRINTED CORROSION	\$9.19	\$55.14	\$6.92	\$41.52	\$5.89	\$35.34
12	4.0	EA 10"-12" BOLT PACK CONSISTING OF 12 PLATED	\$34.34	\$137.36	\$48.44	\$193.76	\$50.02	\$200.08
13	4.0	EA 12" FLANGE GASKET, 125#, FULL FACE, RUBBER, 1/8"	\$10.42	\$41.68	\$15.54	\$62.16	\$15.54	\$62.16
14	4.0	EA 12" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$111.73	\$446.92	\$118.21	\$472.84	\$107.41	\$429.64
15	32.0	EA 12" PVC PIPE MECH RESTRAINT (COLOR CODED RED)	\$156.03	\$4,992.96	\$133.73	\$4,279.36	\$121.88	\$3,900.16
16	36.0	EA 12" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$37.53	\$1,351.08	\$35.26	\$1,269.36	\$50.02	\$1,800.72
				\$46,252.78		\$46,245.98		\$46,395.80

8"

Qty	Unit	Description	Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	4.0	EA 8" MJ RW DI OL VALVE, LESS ACCS	\$1,408.11	\$5,632.44	\$1,454.19	\$5,816.76	\$1,476.71	\$5,906.84
2	4.0	EA 8" MJ X FLG RW DI OL VALVE, LESS ACCS	\$1,408.11	\$5,632.44	\$1,426.68	\$5,706.72	\$1,449.75	\$5,799.00
3	8.0	EA 8" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$184.70	\$1,477.60	\$293.78	\$2,350.24	\$182.70	\$1,461.60
4	6.0	EA 8" MJXFLG ADAPTOR, CL, SSB, DI, LESS ACCS	\$187.63	\$1,125.78	\$157.81	\$946.86	\$150.80	\$904.80
5	18.0	FT 8"X18' 1-1/2" PC350 DI PI PE TYTON JOINT, CMNT LIN DUCTILE IRON PIPE-ANSI A21.51	\$38.73	\$697.14	\$32.18	\$579.24	\$34.66	\$623.88
6	80.0	FT 8"X20' CLASS 235 PIPE, C900 PVC DR 18	\$29.25	\$2,340.00	\$24.38	\$1,950.40	\$24.38	\$1,950.40
7	8.0	EA TYPE C 562 VALVE BOX W/NYLON WATER LID	\$219.36	\$1,754.88	\$197.92	\$1,583.36	\$178.90	\$1,431.20
8	20.0	FT 5" X 5' CAST IRON SH SOIL PIPE	\$58.52	\$1,170.40	\$58.52	\$1,170.40	\$58.52	\$1,170.40
9	8.0	EA DC457-6" BLUE DEBRIS CAP	\$66.67	\$533.36	\$69.26	\$554.08	\$79.95	\$639.60
10	4.0	HNDRD 20"X400' BLACK POLY TUBE PERFORATED EVERY 20'	\$43.73	\$174.92	\$6.92	\$27.68	\$63.10	\$252.40
11	6.0	EA 2"X100' POLY TAPE, PRINTED CORROSION	\$9.19	\$55.14	\$48.44	\$290.64	\$5.89	\$35.34
12	4.0	EA 8" FLANGE GASKET, 125#, FULL FACE, RUBBER, 1/8"	\$4.81	\$19.24	\$7.99	\$31.96	\$7.99	\$31.96
13	4.0	EA 6"-8" BOLT PACK CONSISTING OF 8 PLATED BOLTS & NUTS 3/4X3-1/2\	\$12.96	\$51.84	\$18.71	\$74.84	\$35.29	\$141.16
14	5.0	EA 8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$51.74	\$258.70	\$54.89	\$274.45	\$49.74	\$248.70
15	29.0	EA 8" PVC PIPE MECH RESTRAINT (COLOR CODED RED)	\$78.40	\$2,273.60	\$67.30	\$1,951.70	\$61.24	\$1,775.96
16	34.0	EA 8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$28.15	\$957.10	\$25.60	\$870.40	\$35.29	\$1,199.86
				\$24,154.58		\$24,179.73		\$23,573.10

6"

Qty	Unit	Description	Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	3.0	EA 6" MJX FLG RW DI OL VALVE, LESS ACCS, MUELLER	\$455.83	\$1,367.49	\$947.86	\$2,843.58	\$928.03	\$2,784.09
2	3.0	EA 6" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$114.93	\$344.79	\$249.01	\$747.03	\$113.68	\$341.04
3	1.0	EA 6" MJXFLG ADAPTOR, CL, SSB, DI, LESS ACCS	\$131.16	\$131.16	\$105.01	\$105.01	\$100.34	\$100.34
4	20.0	FT 6"X20' CLASS 235 PIPE, C900 PVC DR 18	\$17.07	\$341.40	\$14.48	\$289.60	\$14.23	\$284.60
5	18.0	FT 6"X18' 1-1/2" PC350 DI P TYTON JOINT, CMNT LINED DUCTILE IRON PIPE-ANSI A21.51	\$29.45	\$530.10	\$24.44	\$439.92	\$26.32	\$473.76
6	3.0	EA TYPE C 562 VALVE BOX W/NYLON WATER LID	\$219.36	\$658.08	\$197.92	\$593.76	\$178.90	\$536.70
7	5.0	FT 5" X 5' CAST IRON SH SOIL PIPE	\$58.52	\$292.60	\$58.52	\$292.60	\$58.52	\$292.60
8	3.0	EA DC457-6" BLUE DEBRIS CAP	\$66.67	\$200.01	\$69.26	\$207.78	\$79.95	\$239.85
9	3.0	EA 6" FLANGE GASKET, 125#, FULL FACE, RUBBER, 1/8"	\$4.32	\$12.96	\$5.52	\$16.56	\$5.52	\$16.56
10	3.0	EA 6"-8" BOLT PACK CONSISTING OF 8 PLATED BOLTS & NUTS 3/4X3-1/2\	\$12.96	\$38.88	\$18.71	\$56.13	\$32.45	\$97.35
11	2.0	EA 6" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$34.44	\$68.88	\$35.97	\$71.94	\$33.10	\$66.20
12	8.0	EA 6" PVC PIPE MECH RESTRAINT (COLOR CODED RED)	\$53.02	\$424.16	\$45.47	\$363.76	\$41.42	\$331.36
13	10.0	EA 6" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$26.39	\$263.90	\$22.75	\$227.50	\$32.45	\$324.50
				\$4,674.41		\$6,255.17		\$5,888.95

REMOVE TEE & REPLACE WATERLINE PIPE

Qty	Unit	Description	Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	2.0	EA	12" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$297.28	\$594.56	\$489.99	\$979.98	\$294.06	\$588.12
2	20.0	FT	12"X20' CLASS 235 PIPE, C900 PVC DR 18	\$61.80	\$1,236.00	\$51.50	\$1,030.00	\$51.50	\$1,030.00
3	4.0	EA	12" PVC PIPE MECH RESTRAINT (COLOR CODED RED)	\$156.03	\$624.12	\$133.73	\$534.92	\$121.88	\$487.52
4	4.0	EA	12" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$37.53	\$150.12	\$35.26	\$141.04	\$50.02	\$200.08
					\$2,604.80		\$2,685.94		\$2,305.72

VERT REAL

Qty	Unit	Description	Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	2.0	EA	12" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$297.28	\$594.56	\$307.74	\$615.48	\$294.06	\$588.12
2	4.0	EA	12" MJ 45 BEND, CL, SSB, DI, LESS ACCS	\$322.49	\$1,289.96	\$333.83	\$1,335.32	\$319.00	\$1,276.00
3	36.0	FT	12"X18' 1-1/2" PC350 DI PIPE TYTON JOINT, CMNT L DUCTILE IRON PIPE-ANSI A21.51	\$59.41	\$2,138.76	\$49.32	\$1,775.52	\$53.11	\$1,911.96
4	10.0	EA	12" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$111.73	\$1,117.30	\$118.21	\$1,182.10	\$107.41	\$1,074.10
5	2.0	EA	12" PVC PIPE MECH RESTRAINT (COLOR CODED RED)	\$156.03	\$312.06	\$133.73	\$267.46	\$121.88	\$243.76
6	12.0	EA	12" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$37.53	\$450.36	\$35.26	\$423.12	\$50.02	\$600.24
					\$5,903.00		\$5,599.00		\$5,694.18
Total Pipe Package					83,589.57		84,965.82		83,857.75

Awarded

Awarded



GUADALIPE ROAD ARIZONA AVE TO MCQUEEN RD VALVE REPLACEMENT

Bid Date:

Project Location: GILBERT

DUE TO GLOBAL SUPPLY CHAIN ISSUES, RISING COSTS OF MANUFACTURING AND TRANSPORTATION DUE TO THE RUSSIA-UKRAINE WAR, AND THE LINGERING EFFECTS OF COVID-19; DANA KEPNER QUOTATIONS ARE FOR ESTIMATING PURPOSES ONLY. ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT

Quote: BO102122A

TakeOff Name: HUNTER

Customer: HUNTER CONTRACTING-PHOENIX

Sales Rep: Ben Olson

Phone: 602.369.2443

eMail: bolson@danakepner.com

Phoenix

2401 South 19th Avenue

Phoenix, AZ 85009

Standard Hours: 6:00a to 4:00p Monday through Friday

Phone: 602.255.0234

On Call: 602.757.7991

Assumptions

Gilbert specifications will prevail in this proposal.

Terms and Conditions

Due to the extreme volatility of raw material, energy, and transportation costs, the prices shown in this quotation are subject to the Manufacturers' price in effect at the time of shipment.

Totals are for estimating purposes only. Unit prices prevail.

Dana Kepner Company, Inc. is not responsible for manufacturers ability to ship material or hold prices.

Due to volatility in the copper commodity market, copper tubing pricing will be determined at time of shipment.

Quoted totals do not include taxes.

PVC and HDPE pricing is based on manufacturer's ability to direct ship to the jobsite.

This quote is for the supply of material only.

The materials specifications, sizes, and quantities listed are the interpretations of Dana Kepner Company, Inc. and are believed to be correct, but are not guaranteed.

Connecting hardware for Non-DK supplied material is not included in bid, unless otherwise noted.

PVC Sewer Pipe may come in 13', 14', 20', & 22' lengths, based on availability. Regardless of product description in this proposal.

Clay Pipe and Fittings are Non-Returnable.

PVC and HDPE material are considered Freight-On-Board from the manufacturer.

Terms are net 30, and Quote is based on award of complete project.

All returns must be approved by management and will have a minimum 15% restock charge. Nonstocks are not returnable, and are shaded gray within this quote.

Manufacturer standard warranty applies.

Thank you for the opportunity to bid this project.

Quote Summary

REPLACEMENT WATERLINE GATE VALVES	12"	\$46,252.78
	8"	\$24,154.58
	6"	\$4,674.41
	REPLACEMENT WATERLINE GATE VALVES Total:	\$75,081.77
REMOVE TEE & REPLACE WATERLINE PIPE	MATERIAL LIST	\$2,604.80
	REMOVE TEE & REPLACE WATERLINE PIPE Total:	\$2,604.80
VERT REAL	MATERIAL LIST	\$5,903.00
	VERT REAL Total:	\$5,903.00
Total Quote before Taxes:		\$83,589.57

REPLACEMENT WATERLINE GATE VALVES

12"

Qty	Unit	Description	Price	Total Price
1	5.0 EA	12" MJ RW DI OL VALVE, LESS ACCS	\$2,777.91	\$13,889.55
2	4.0 EA	12" MJ X FLG RW DI OL VALVE, LESS ACCS	\$2,777.91	\$11,111.64
3	9.0 EA	12" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$297.28	\$2,675.52
4	4.0 EA	12" MJXFLG ADAPTOR, CL, SSB, DI, LESS ACCS	\$416.40	\$1,665.60
5	80.0 FT	12"X20' CLASS 235 PIPE, C900 PVC DR 18	\$61.80	\$4,944.00
6	18.0 FT	12"X18' 1-1/2" PC350 DI PIPE TYTON JOINT, CMNT L DUCTILE IRON PIPE-ANSI A21.51	\$59.41	\$1,069.38
7	9.0 EA	TYPE C 562 VALVE BOX W/NYLON WATER LID	\$219.36	\$1,974.24
8	20.0 FT	5" X 5' CAST IRON SH SOIL PIPE	\$58.52	\$1,170.40
9	9.0 EA	DC457-6" BLUE DEBRIS CAP	\$66.67	\$600.03
10	2.0 HNDRD	30"X200' BLACK POLY TUBE PERFORATED EVERY 20'	\$63.64	\$127.28
11	6.0 EA	2"X100' POLY TAPE, PRINTED CORROSION	\$9.19	\$55.14
12	4.0 EA	10"-12" BOLT PACK CONSISTING OF 12 PLATED	\$34.34	\$137.36
13	4.0 EA	12" FLANGE GASKET, 125#, FULL FACE, RUBBER, 1/8"	\$10.42	\$41.68
14	4.0 EA	12" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$111.73	\$446.92
15	32.0 EA	12" PVC PIPE MECH RESTRAINT (COLOR CODED RED)	\$156.03	\$4,992.96
16	36.0 EA	12" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$37.53	\$1,351.08
				\$46,252.78

Total Units: 9.0

Average Cost per Each: \$5,139.20

8"

Qty	Unit	Description	Price	Total Price
1	4.0 EA	8" MJ RW DI OL VALVE, LESS ACCS	\$1,408.11	\$5,632.44
2	4.0 EA	8" MJ X FLG RW DI OL VALVE, LESS ACCS	\$1,408.11	\$5,632.44
3	8.0 EA	8" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$184.70	\$1,477.60
4	6.0 EA	8" MJXFLG ADAPTOR, CL, SSB, DI, LESS ACCS	\$187.63	\$1,125.78
5	18.0 FT	8"X18'1-1/2" PC350 DI PI PE TYTON JOINT, CMNT LIN DUCTILE IRON PIPE-ANSI A21.51	\$38.73	\$697.14
6	80.0 FT	8"X20' CLASS 235 PIPE, C900 PVC DR 18	\$29.25	\$2,340.00
7	8.0 EA	TYPE C 562 VALVE BOX W/NYLON WATER LID	\$219.36	\$1,754.88
8	20.0 FT	5" X 5' CAST IRON SH SOIL PIPE	\$58.52	\$1,170.40
9	8.0 EA	DC457-6" BLUE DEBRIS CAP	\$66.67	\$533.36
10	4.0 HNDRD	20"X400' BLACK POLY TUBE PERFORATED EVERY 20'	\$43.73	\$174.92
11	6.0 EA	2"X100' POLY TAPE, PRINTED CORROSION	\$9.19	\$55.14
12	4.0 EA	8" FLANGE GASKET, 125#, FULL FACE, RUBBER, 1/8"	\$4.81	\$19.24
13	4.0 EA	6"-8" BOLT PACK CONSISTING OF 8 PLATED BOLTS & NUTS 3/4X3-1/2\	\$12.96	\$51.84
14	5.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$51.74	\$258.70
15	29.0 EA	8" PVC PIPE MECH RESTRAINT (COLOR CODED RED)	\$78.40	\$2,273.60
16	34.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$28.15	\$957.10
				\$24,154.58

Total Units: 8.0

Average Cost per Each: \$3,019.32

6"

Qty	Unit	Description	Price	Total Price
1	3.0 EA	6" MJX FLG RW DI OL VALVE, LESS ACCS,MUELLER	\$455.83	\$1,367.49
2	3.0 EA	6" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$114.93	\$344.79
3	1.0 EA	6" MJXFLG ADAPTOR, CL, SSB, DI, LESS ACCS	\$131.16	\$131.16
4	20.0 FT	6"X20' CLASS 235 PIPE, C900 PVC DR 18	\$17.07	\$341.40
5	18.0 FT	6"X18'1-1/2" PC350 DI P TYTON JOINT, CMNT LINED DUCTILE IRON PIPE-ANSI A21.51	\$29.45	\$530.10
6	3.0 EA	TYPE C 562 VALVE BOX W/NYLON WATER LID	\$219.36	\$658.08
7	5.0 FT	5" X 5' CAST IRON SH SOIL PIPE	\$58.52	\$292.60
8	3.0 EA	DC457-6" BLUE DEBRIS CAP	\$66.67	\$200.01
9	3.0 EA	6" FLANGE GASKET, 125#, FULL FACE, RUBBER, 1/8"	\$4.32	\$12.96
10	3.0 EA	6"-8" BOLT PACK CONSISTING OF 8 PLATED BOLTS & NUTS 3/4X3-1/2\	\$12.96	\$38.88
11	2.0 EA	6" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$34.44	\$68.88
12	8.0 EA	6" PVC PIPE MECH RESTRAINT (COLOR CODED RED)	\$53.02	\$424.16
13	10.0 EA	6" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$26.39	\$263.90
				\$4,674.41

Total Units: 1.0

Average Cost per Each: \$4,674.41

REMOVE TEE & REPLACE WATERLINE PIPE

MATERIAL LIST

Qty	Unit	Description	Price	Total Price
1	2.0 EA	12" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$297.28	\$594.56
2	20.0 FT	12"X20' CLASS 235 PIPE, C900 PVC DR 18	\$61.80	\$1,236.00
3	4.0 EA	12" PVC PIPE MECH RESTRAINT (COLOR CODED RED)	\$156.03	\$624.12
4	4.0 EA	12" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$37.53	\$150.12
				\$2,604.80

Total Units: 1.0

Average Cost per Each: \$2,604.80

MATERIAL LIST

Qty	Unit	Description	Price	Total Price
1	2.0 EA	12" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$297.28	\$594.56
2	4.0 EA	12" MJ 45 BEND, CL, SSB, DI, LESS ACCS	\$322.49	\$1,289.96
3	36.0 FT	12"X18' 1-1/2" PC350 DI PIPE TYTON JOINT, CMNT L DUCTILE IRON PIPE-ANSI A21.51	\$59.41	\$2,138.76
4	10.0 EA	12" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$111.73	\$1,117.30
5	2.0 EA	12" PVC PIPE MECH RESTRAINT (COLOR CODED RED)	\$156.03	\$312.06
6	12.0 EA	12" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$37.53	\$450.36
				\$5,903.00

Total Units: 1.0

Average Cost per Each: \$5,903.00

Deliver To: From: Gilbert Zavala Comments:

FERGUSON WATERWORKS #3083

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

Bid No: B387518
Bid Date: 10/18/22
Quoted By: GZJ

Cust Phone:
Terms: CASH ON DEMAND

Customer: HUNTER CONTRACTING BID ACC
BID ACCT ONLY
GILBERT, AZ 85233

Ship To: HUNTER CONTRACTING BID ACC
BID ACCT ONLY
GILBERT, AZ 85233

Cust PO#: TOWN OF GILBERT

Job Name: GUADALUPE RD/AZ/MCQU

Item	Description	Quantity	Net Price	UM	Total

	REMOVE & REPLACE VALVES				

	12 VALVES				

AFC2512MMLAOL	12 DI MJ RW OL GATE VLV L/A	4	2913.210	EA	11652.84
AFC2512FMLAOL	12 FLG X MJ RW OL GATE VLV L/A	5	3178.560	EA	15892.80
MJFALA12	12 MJXFLG C153 ADPT L/A	4	334.660	EA	1338.64
MJLSLA12	12X12 MJ C153 LONG SLV L/A	9	294.060	EA	2646.54
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	80	51.500	FT	4120.00
AFT350P12	12 CL350 CL DI FASTITE PIPE	20	53.110	FT	1062.20
SSLCE12	12 PVC WDG REST GLND *ONELOK	40	121.880	EA	4875.20
SSLDE12	12 DI MJ WDG REST GLND *ONELOK	4	107.410	EA	429.64
IMJBGP12	12 MJ C153 BLT GSKT PK L/ GLAND	44	50.020	EA	2200.88
T3889961	20X308 POLYWRAP PERF 3 - 8 DIP	308	0.631	FT	194.35
IVBABS24	24 SLIP VLV BX BOT SECT	9	59.800	EA	538.20
IVBATS16	16 SLIP VLV BX TOP SECT	9	51.430	EA	462.87
BGRE5LHVTSK4WCL	5-1/4 WTR LID *X	9	67.670	EA	609.03
SDC457BL	DEBRIS CAP F/ 461S TOP BLUE	9	79.950	EA	719.55

	SUBTOTAL				46742.74

	8 GATE VALVES				

AFC2508MMLAOL	8 DI MJ RW OL GATE VLV L/A	4	1476.710	EA	5906.84
AFC2508FMLAOL	8 FLG X MJ RW OL GATE VLV L/A	4	1449.750	EA	5799.00
MJLSLAX	8X12 MJ C153 LONG SLV L/A	8	182.700	EA	1461.60
MJFALAX	8 MJXFLG C153 ADPT L/A	6	150.800	EA	904.80
DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	80	24.380	FT	1950.40
AFT350PX	8 CL350 CL DI FASTITE PIPE	20	34.660	FT	693.20
SSLCE8	8 PVC WDG REST GLND *ONELOK	30	61.240	EA	1837.20
SSLDE8	8 DI MJ WDG REST GLND *ONELOK	14	49.740	EA	696.36
IMJBGPX	8 MJ C153 BLT GSKT PK L/ GLAND	44	35.290	EA	1552.76
IVBABS24	24 SLIP VLV BX BOT SECT	9	59.800	EA	538.20
IVBATS16	16 SLIP VLV BX TOP SECT	9	51.430	EA	462.87
BGRE5LHVTSK4WCL	5-1/4 WTR LID *X	9	67.670	EA	609.03

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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<https://survey.medallia.com/?bidsorder&fc=3083&on=15480>

Fax: 602-262-4276

17:02:17 OCT 21 2022

Reference No: B387518

Item	Description	Quantity	Net Price	UM	Total
SDC457BL	DEBRIS CAP F/ 461S TOP BLUE	9	79.950	EA	719.55

	SUBTOTAL				23131.81

	6" VALVES				

AFC2506FMLAOL	6 FLG X MJ RW OL GATE VLV L/A	3	928.030	EA	2784.09
MJLSLAU	6X12 MJ C153 LONG SLV L/A	3	113.680	EA	341.04
MJFALAU	6 MJXFLG C153 ADPT L/A	1	100.340	EA	100.34
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	20	14.230	FT	284.60
AFT350PU	6 CL350 CL DI FASTITE PIPE	20	26.320	FT	526.40
SSLCE6	6 PVC WDG REST GLND *ONELOK	9	41.420	EA	372.78
SSLDE6	6 DI MJ WDG REST GLND *ONELOK	5	33.100	EA	165.50
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	14	32.450	EA	454.30
IVBABS24	24 SLIP VLV BX BOT SECT	3	59.800	EA	179.40
IVBATS16	16 SLIP VLV BX TOP SECT	3	51.430	EA	154.29
BGRE5LHVTSK4WCL	5-1/4 WTR LID *X	3	67.670	EA	203.01
SDC457BL	DEBRIS CAP F/ 461S TOP BLUE	3	79.950	EA	239.85

	SUBTOTAL				5805.60

	12" VERTICAL REALIGNMENT				

MJLSLA12	12X12 MJ C153 LONG SLV L/A	2	294.060	EA	588.12
MJ4LA12	12 MJ C153 45 BEND L/A	4	319.000	EA	1276.00
AFT350P12	12 CL350 CL DI FASTITE PIPE	40	53.110	FT	2124.40
AFGRGSKT12	12 FAST GRIP GSKT ACIPCO	1	206.530	EA	206.53
SSLDE12	12 DI MJ WDG REST GLND *ONELOK	12	107.410	EA	1288.92
IMJBG12	12 MJ C153 BLT GSKT PK L/ GLAND	12	50.020	EA	600.24
T3889962	27X308 POLYWRAP PERF 10 - 12 DIP	308	0.851	FT	262.11
PSPWT210	2X100 10 MIL PIPE WRAP TAPE	6	5.890	EA	35.34
TW12SLDUFBL500	12GA SLD COP UF WIRE BLUE 500	500	316.800	M	158.40
PSD3105B52	3X1000 UG DET WTR BLUE	1	66.470	EA	66.47

	SUBTOTAL				6606.53

Net Total:					\$82286.68
Tax:					\$0.00
Freight:					\$0.00
Total:					\$82286.68

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

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

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

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

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<https://survey.medallia.com/?bidsorder&fc=3083&on=15480>



Bid Proposal for Guadalupe Road - Arizona to McQueen

CUSTOMER	HUNTER CONTRACTING-PIPELINE 701 N COOPER RD GILBERT, AZ 85233 Contact: Malcolm George malcolm.george@huntercontracting.com	Job Guadalupe Road - Arizona to McQueen Gilbert, AZ Bid Date: 08/19/2022 05:00 pm Bid #: 2480666
	Sales Representative Christopher Harrison (T) 602-268-8781 (F) 602-268-8973 Chris.Harrison@coreandmain.com	Core & Main 1410 W Harvard Ave Gilbert, AZ 85233 (T) 480-926-7003
CONTACT		
NOTES	*** Contractor to verify ALL quantities and materials BEFORE shipment.	
	*** Quoting materials as IMPORT.	
	*** Quoted based off of contractor provided plans and specs. Pricing subject to review in any future revisions.	
	*** Quoting Alpha Couplings for connecting to existing until existing material is known.	



Bid Proposal for Guadalupe Road - Arizona to McQueen

HUNTER CONTRACTING-PIPELINE

Job Location: Gilbert, AZ
Bid Date: 08/19/2022 05:00 pm
Core & Main 2480666

Core & Main
 1410 W Harvard Ave
 Gilbert, AZ 85233
Phone: 480-926-7003
Fax: 480-926-7050

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
20		BID ITEM #107 -			
30		REMOVE AND REPLACE EXISTING WATER VALVE			
40		NOTE: CONTRACTOR TO VERIFY MATERIAL (NOT SHOWN ON PLANS)			
50		PER ERIC PAULSEN QUANTITIES			
60	7	12 F6100 MJ RW GV OL ON L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	2,869.25	20,084.75
70	3	6 F6106 MJXFLG RW GV OL L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	947.86	2,843.58
80	7	36 564-A BOTTOM ONLY IMP	EA	81.16	568.12
90	3	36 564-A BOTTOM ONLY IMP	EA	81.16	243.48
100	7	16 562-A TOP ONLY IMP	EA	63.47	444.29
110	3	16 562-A TOP ONLY IMP	EA	63.47	190.41
120	7	DC457 DEBRIS CAP-BLUE	EA	69.26	484.82
130	3	DC457 DEBRIS CAP-BLUE	EA	69.26	207.78
140	7	SWSERVICE NPR600-WA 562A POLYM	EA	53.29	373.03
150	3	SWSERVICE NPR600-WA 562A POLYM	EA	53.29	159.87
160	14	12 EBAA MEGALUG MJ DI 1112 RST F/DI PIPE , BLACK	EA	118.21	1,654.94
170	3	6-8 MAG BOLT & NUT KIT L/GSKT HDG A307A HOT DIP GALV	EA	18.71	56.13
180	14	12 MJ REGULAR ACC SET L/GLAND	EA	35.26	493.64
190	3	6X1/8 FF CLOTH INS RUB GASKET	EA	5.52	16.56
SUBTOTAL					27,821.40
200	36	12 TJ PR350 DI PIPE	FT	49.32	1,775.52
210	20	6 PVC C900 DR18 PIPE (G) 20' PC235	FT	14.48	289.60
220	340	27"X340' POLYWRAP BLK F/10-12" BS(W/20' PERF)	FT	1.18	401.20
230	18	6 TJ CL50 PR350 DI PIPE	FT	24.44	439.92
240	4	T-10-2 UPC 10 MIL TAPE 2"X100'	EA	6.92	27.68
250	3	6 MJ L/P SLV C153 IMP	EA	118.97	356.91
260	9	6 EBAA MEGALUG C900&IPS 2006PV RED	EA	45.47	409.23
270	500	WIRE 12/1 X 500 UF BLUE SOLID FEED 500' ROLL	FT	0.25	125.00
280	6	6 MJ REGULAR ACC SET L/GLAND	EA	22.75	136.50
SUBTOTAL					1,055.32
290	1	3X1000' DET TAPE WATER BLUE	RL	53.43	53.43
300	5	6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE BLACK	EA	35.97	179.85
310	14	EBAA 12 3812S MEGA-CPLG W/ACC	EA	489.99	6,859.86
320	5	6 MJ REGULAR ACC SET L/GLAND	EA	22.75	113.75
SUBTOTAL					7,206.89
340	1	6 MJXFLG ADPT C153 IMP	EA	105.01	105.01



Bid Proposal for Guadalupe Road - Arizona to McQueen

Bid #: 2480666

Seq#	Qty	Description	Units	Price	Ext Price
350		(8")			
360	1	6-8 MAG BOLT & NUT KIT L/GSKT HDG A307A HOT DIP GALV	EA	18.71	18.71
370	7	8 F6100 MJ RW GV OL ON L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	1,454.19	10,179.33
380	1	6X1/8 FF CLOTH INS RUB GASKET	EA	5.52	5.52
				SUBTOTAL	10,308.57
390	2	8 F6106 MJXFLG RW GV OL L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	1,426.68	2,853.36
400	4	8 F6100 MJ RW GV OL ON L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	1,454.19	5,816.76
410	9	24 562-A BOTTOM ONLY IMP	EA	63.47	571.23
420	4	36 564-A BOTTOM ONLY IMP	EA	81.16	324.64
430	9	16 562-A TOP ONLY IMP	EA	63.47	571.23
440	4	16 562-A TOP ONLY IMP	EA	63.47	253.88
450	9	DC457 DEBRIS CAP-BLUE	EA	69.26	623.34
460	4	DC457 DEBRIS CAP-BLUE	EA	69.26	277.04
470	9	SWSERVICE NPR600-WA 562A POLYM	EA	53.29	479.61
480	4	SWSERVICE NPR600-WA 562A POLYM	EA	53.29	213.16
				SUBTOTAL	11,984.25
490	16	8 EBAA MEGALUG MJ DI 1108 RSTR F/DI PIPE , BLACK	EA	54.89	878.24
500	5	8 F6106 MJXFLG RW GV OL L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	1,426.68	7,133.40
510	16	8 MJ REGULAR ACC SET L/GLAND	EA	25.60	409.60
520	5	6-8 MAG BOLT & NUT KIT L/GSKT HDG A307A HOT DIP GALV	EA	18.71	93.55
530	2	8X1/8 FF CLOTH INS RUB GSKT	EA	7.99	15.98
540	5	8X1/8 FF CLOTH INS RUB GSKT	EA	7.99	39.95
550	2	6-8 MAG BOLT & NUT KIT L/GSKT HDG A307A HOT DIP GALV	EA	18.71	37.42
560	5	36 564-A BOTTOM ONLY IMP	EA	81.16	405.80
570	36	8 TJ PR350 DI PIPE	FT	32.18	1,158.48
580	5	16 562-A TOP ONLY IMP	EA	63.47	317.35
590	340	20"X340' POLYWRAP BLK F/6"-8" BS (W/20'PERF)	FT	0.72	244.80
600	5	DC457 DEBRIS CAP-BLUE	EA	69.26	346.30
610	3	T-10-2 UPC 10 MIL TAPE 2"X100'	EA	6.92	20.76
620	5	SWSERVICE NPR600-WA 562A POLYM	EA	53.29	266.45
				SUBTOTAL	11,368.08
630	16	EBAA 3808S 8 MEGA-CPLG W/ACC	EA	293.78	4,700.48
640	80	8 PVC C900 DR18 PIPE (G) 20' PC235	FT	24.38	1,950.40
660	18	8 TJ PR350 DI PIPE	FT	32.18	579.24
680	34	8 EBAA MEGALUG C900&IPS 2008PV RED	EA	67.30	2,288.20
690		(6")			
700	34	8 MJ REGULAR ACC SET L/GLAND	EA	25.60	870.40
				SUBTOTAL	3,158.60
710	3	6 F6106 MJXFLG RW GV OL L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	947.86	2,843.58
720	14	8 EBAA MEGALUG MJ DI 1108 RSTR F/DI PIPE , BLACK	EA	54.89	768.46
730	3	24 562-A BOTTOM ONLY IMP	EA	63.47	190.41
740	14	8 MJ REGULAR ACC SET L/GLAND	EA	25.60	358.40
				SUBTOTAL	4,160.85
750	3	16 562-A TOP ONLY IMP	EA	63.47	190.41



Bid Proposal for Guadalupe Road - Arizona to McQueen

Bid #: 2480666

Seq#	Qty	Description	Units	Price	Ext Price
760	6	8 MJXFLG ADPT C153 IMP	EA	157.81	946.86
770	3	DC457 DEBRIS CAP-BLUE	EA	69.26	207.78
780	6	6-8 MAG BOLT & NUT KIT L/GSKT HDG A307A HOT DIP GALV	EA	18.71	112.26
790	3	SWSERVICE NPR600-WA 562A POLYM	EA	53.29	159.87
800	6	8X1/8 FF CLOTH INS RUB GSKT	EA	7.99	47.94
SUBTOTAL					1,665.12
810	3	6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE BLACK	EA	35.97	107.91
820	4	12 F6100 MJ RW GV OL ON L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	2,869.25	11,477.00
830	3	6 MJ REGULAR ACC SET L/GLAND	EA	22.75	68.25
840	4	36 564-A BOTTOM ONLY IMP	EA	81.16	324.64
850	3	6X1/8 FF CLOTH INS RUB GASKET	EA	5.52	16.56
860	4	16 562-A TOP ONLY IMP	EA	63.47	253.88
870	3	6-8 MAG BOLT & NUT KIT L/GSKT HDG A307A HOT DIP GALV	EA	18.71	56.13
880	4	DC457 DEBRIS CAP-BLUE	EA	69.26	277.04
890	18	6 TJ CL50 PR350 DI PIPE	FT	24.44	439.92
900	4	SWSERVICE NPR600-WA 562A POLYM	EA	53.29	213.16
SUBTOTAL					13,234.49
		NOTE: PW/TAPE/WIRE COVERED ABOVE			
920	4	12 F6106 MJXFLG RW GV OL L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	2,737.78	10,951.12
930	1	EBAA 3806S 6 MEGA-CPLG W/ACC	EA	249.01	249.01
940	4	10-12 MAG BOLT&NUT KIT L/GSKT HDG A307A HOT DIP GALV	EA	48.44	193.76
950	4	12X1/8 FF CLOTH RUBBER GASKET	EA	15.54	62.16
960	4	36 564-A BOTTOM ONLY IMP	EA	81.16	324.64
970	4	16 562-A TOP ONLY IMP	EA	63.47	253.88
980	4	DC457 DEBRIS CAP-BLUE	EA	69.26	277.04
990	4	SWSERVICE NPR600-WA 562A POLYM	EA	53.29	213.16
SUBTOTAL					12,524.77
1000	80	12 PVC C900 DR18 PIPE (G) 20' PC235	FT	51.50	4,120.00
1010	18	12 TJ PR350 DI PIPE	FT	49.32	887.76
1020	36	12 EBAA MEGALUG C900IPS 2012PV RED	EA	133.73	4,814.28
1030	36	12 MJ REGULAR ACC SET L/GLAND	EA	35.26	1,269.36
SUBTOTAL					6,083.64
1040	4	12 EBAA MEGALUG MJ DI 1112 RST F/DI PIPE , BLACK	EA	118.21	472.84
1050	4	12 MJ REGULAR ACC SET L/GLAND	EA	35.26	141.04
SUBTOTAL					613.88
1060	4	12 MJXFLG ADPT C153 IMP	EA	350.23	1,400.92
1070	4	10-12 MAG BOLT&NUT KIT L/GSKT HDG A307A HOT DIP GALV	EA	48.44	193.76
1080	4	12X1/8 FF CLOTH RUBBER GASKET	EA	15.54	62.16
SUBTOTAL					1,656.84
1090	3	6 MJ L/P SLV C153 IMP	EA	118.97	356.91
1100	6	6 EBAA MEGALUG C900&IPS 2006PV RED	EA	45.47	272.82
1110	6	6 MJ REGULAR ACC SET L/GLAND	EA	22.75	136.50
SUBTOTAL					766.23
1120	8	8 MJ L/P SLV C153 IMP	EA	191.20	1,529.60
1130	16	8 EBAA MEGALUG C900&IPS 2008PV RED	EA	67.30	1,076.80
1140	16	8 MJ REGULAR ACC SET L/GLAND	EA	25.60	409.60
SUBTOTAL					3,016.00
1150	9	12 MJ L/P SLV C153 IMP	EA	307.74	2,769.66
1160	18	12 EBAA MEGALUG C900IPS 2012PV RED	EA	133.73	2,407.14



Bid Proposal for Guadalupe Road - Arizona to McQueen

Bid #: 2480666

Seq#	Qty	Description	Units	Price	Ext Price
1170	18	12 MJ REGULAR ACC SET L/GLAND	EA	35.26	634.68
SUBTOTAL					5,811.48
BID ITEM #107 SUBTOTAL					137,580.53
1190		BID ITEM #108 -			
1200		REMOVE TEE AND REPLACE WATER PIPE			
1210		NOTE: CONTRACTOR TO VERIFY MATERIAL (NOT SHOWN ON PLANS)			
1220	18	12 TJ PR350 DI PIPE	FT	49.32	887.76
		NOTE: PW/TAPE/WIRE COVERED ABOVE			
1240	2	EBAA 12 3812S MEGA-CPLG W/ACC	EA	489.99	979.98
BID ITEM #108 SUBTOTAL					1,867.74
1260		WELL SITE DIP SECTION			
1270	2	12 MJ L/P SLV C153 IMP	EA	307.74	615.48
1280	4	12 EBAA MEGALUG MJ DI 1112 RST F/DI PIPE , BLACK	EA	118.21	472.84
1290	4	12 MJ REGULAR ACC SET L/GLAND	EA	35.26	141.04
1300	4	12 MJ 45 C153 IMP	EA	333.83	1,335.32
1310	8	12 EBAA MEGALUG MJ DI 1112 RST F/DI PIPE , BLACK	EA	118.21	945.68
1320	8	12 MJ REGULAR ACC SET L/GLAND	EA	35.26	282.08
1330	36	12 TJ PR350 DI PIPE	FT	49.32	1,775.52
SUBTOTAL					5,567.96
Sub Total					145,016.23
Tax					0.00
Total					145,016.23

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 22-159 Guadalupe Material GMP

Description: Town of Gilbert - SRP

Cost Items

Quote Group: RCP Pipe

Award Complete Status:

Reviewed: Yes

Last Reviewed: 10/20/2022 2:25:34 PM

Quote Last Changed: 10/23/2022 3:58:40 PM

(1 of 1)

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
<p>Quote Description: RCP Pipe RCP Pipe RCP Pipe</p> <p>Awarded Total: 0.00 180,096.00 0.00</p> <p>Quoted Items Total: 0.00 180,096.00 215,040.00</p> <p>Special Conditions: 0.00 0.00 0.00</p> <p>Quoted Total: 0.00 180,096.00 215,040.00</p> <p>Last Update: 10/23/2022 3:58:40 PM 10/21/2022 10:32:11 AM 10/21/2022 11:39:55 AM</p> <p>Comparable Total: 0.00 180,096.00 215,040.00</p> <p>Seller: Jensen Precast Foley Products Rinker Materials</p> <p>Minority Type:</p>												
RCP Pipe	150.1	Purchase 60" RGRCP (Includes 6 Additional Joints For Adjustments in the Field)	296.00	LF	0.00	0.00	290.85	86,091.60	335.00	99,160.00		
RCP Pipe	151.1	Purchase 54" RGRCP (Includes 4 Additional Joints For Adjustments in the Field)	296.00	LF	0.00	0.00	237.30	70,240.80	285.00	84,360.00		
RCP Pipe	151.2	Purchase 54" RGRCP For SRP Well Site Modifications (Includes 2 Additional Joints For Adjustments in the Field)	32.00	LF	0.00	0.00	237.30	7,593.60	285.00	9,120.00		
RCP Pipe	152.1	Purchase 24" RGRCP (Includes 2 Additional Joints For Adjustments in the Field)	176.00	LF	0.00	0.00	57.75	10,164.00	80.00	14,080.00		
RCP Pipe	152.2	Purchase 24" RGRCP For SRP Well Site Modifications (Includes 1 Additional Joints For Adjustments in the Field)	104.00	LF	0.00	0.00	57.75	6,006.00	80.00	8,320.00		
							Awarded					

Jensen Precast was solicited for pricing and did not submit a quote.

<p>Foley Products Company 1011 S 43rd Street Phoenix, Arizona 85009 Phone: 602.278.3526</p>		<p>Newnan, GA Winder, GA Athens, AL Clanton, AL Cullman, AL Cantonment, FL Ft Myers, FL Franklin, TN Hermitage, TN Chattanooga, TN Lenoir City, TN</p>	<p>St Martinville, LA Phoenix, AZ Littleton, CO Napa, CA</p>
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Job Name: GUADALUPE RD (PIPE QUOTE)
Job #: 22-18616
Location: GILBERT, AZ

“This quotation is presented without review of the plans and specifications for this project. Products quoted meet only the requirements of ASTM C-76, ASTM C-507 and ASTM C-443. Requirements in addition to the above noted specifications determined after review of plans and specifications will require a revised quotation, rendering this quotation null and void.”
“Detention time in excess of 1 hour will be charged at the rate of \$150/hour and a fraction thereof computed from the time of arrival.”

<p>SALES REPRESENTATIVES Alabama: 205.603.8635 Kevin Trivett 251.243.1091 Will Roberts 205.834.5278 Grant Collins 706.249.0070 Farrell Willis</p> <p>Florida: 850.777.9424 Albert Wamack 239.922.4088 Kathryn Moore</p> <p>Tennessee: 615.630.2237 Ryan Van Nuck 615.982.3841 Nick Turner 615.290.2446 Fletcher Taylor</p> <p>Arizona: 602.723.6304 Russell Faucett 602.524.4249 Stew Waller</p>	<p>SALES REPRESENTATIVES Georgia: 706.326.6186 Trey Cantrell 706.326.3211 Dale Whelpley 706.580.0439 Jeremy Free 678.832.9505 Corey Fields 615.982.4556 Mark Ramey 478.954.6749 Jay Robinson</p> <p>Louisiana: 337.441.1878 Kent Bergeron</p> <p>Colorado: 303.918.1628 Brian Schram 720.323.9206 Mark Walter 303.210.3082 Todd Kyle</p> <p>CALIFORNIA 559.994.9809 Cheryl Street</p>
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P.O. Box 2447
 Columbus, GA 31902
 Phone: (706) 563-7882
 Fax: (706) 569-4452

QUOTE

Quote #: 22-18616
 Order Date: 10/19/2022
 BidDate: 10/25/2022

				QUOTE	
Quote #:	22-18616	Terms:	Net 30 Days	Office	
Order Date:	10/19/2022				
Bill to:	Hunter Contracting Co 701 N COOPER RD GILBERT, AZ 85233	Delivery to:	GUADALUPE RD (PIPE QUOTE) GILBERT, AZ		
Contact:		Project Manager:			
Phone :	(386) 473-8628	Fax:		Phone :	Fax:
Customer ID:	F62279	PO:		ShipVia:	Sales Rep: RJF

Structure ID	Structure Type	Weight	Height	Qty	Unit Price	Structure Price/Average	Notes
24.5						\$6,468.00	
245BP	24" Class 5 Concrete Pipe B-Wall Packerhead Solid (8'Section)	2340		112	\$57.75	\$6,468.00	
24GP	24" Pipe Gasket Packerhead	0		14	\$0.00	\$0.00	
54.5						\$77,834.40	
54G	54" Pipe Gasket	0		41	\$0.00	\$0.00	
545CD	54" Class 5 Concrete Pipe C-Wall DRYCAST Solid (8'Section)	10584		328	\$237.30	\$77,834.40	
60.5						\$81,438.00	
605CD	60" Class 5 Concrete Pipe C-Wall DRYCAST Solid (8'Section)	12040		280	\$290.85	\$81,438.00	
60G	60" Pipe Gasket	0		35	\$0.00	\$0.00	
lube						\$0.00	
LUBE40	Pipe Lube 40#	0		2	\$0.00	\$0.00	
				812	\$41,435.10	\$165,740.40	
						Subtotal	\$165,740.40
						Taxable	\$165,740.40
						Non-Taxable	\$0.00
						Sub Total	\$165,740.40
						Tax	\$10,441.64
						Total	\$176,182.04

Job Notes:

(2) **Foley does not accept returns**



P.O. Box 2447
Columbus, GA 31902
Phone: (706) 563-7882
Fax: (706) 569-4452

QUOTE

Quote #: 22-18616
Order Date: 10/19/2022
BidDate: 10/25/2022

QUOTE

(3) *This Quote is hereby accepted by Customer and Customer hereby orders the Products as listed in this Quote subject to Foley Products Company's Terms and Conditions which are viewable and available at FoleyProducts.com. and are hereby incorporated as an integral part hereof and the Terms and Conditions of this Quote. In case of a conflict between any Purchase Order from Customer and Foley Products Company's Standard Terms and Conditions, notwithstanding any statement in Customer's Purchase Order which may be contrary to Foley Products Company's Terms and Conditions, Foley Products Company's Term and Conditions shall prevail.*

Customer: Name listed above

By: _____

Printed Name of Signatory: _____

Title: _____

Date: _____

Signatory warrants and represents he/she has the authority to execute the acceptance of the Quote on behalf of the Customer.



Quotation

Quote # QUO-520950-Q3H3T9					
Date	10/21/2022	Account Name	Hunter Contracting	Reply-To	
Quote #	QUO-520950-Q3H3T9	Contact Name	Erik Paulsen	Account Manager	Edgardo Ayon
Revision #	2	Contact Phone	(480) 892-0521	Address	12600 W. Northern Ave, El Mirage, AZ 85335
Project Name	Guadalupe Road- Arizona to McQueen	Contact Fax		Phone	(623) 889-3500
Project #		Contact Email	erikp@huntercontracting.com	Fax	
Project Address	Guadalupe & McQueen, Gilbert, AZ 85233			Email	Edgardo.Ayon@rinkerpipe.com

Rinker Materials' offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ("Rinker Materials STCs") viewable at www.rinkerpipe.com. A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.

Item #	Description	Part #	Quantity	Unit	Extended Unit Price	Unit Total
10	P R 60 PFL CL-5 C WALL 96	PR060P5C096000	280.00	FT	\$335.00	\$93,800.00
20	P R 54 PFL CL-5 C WALL 96	PR054P5C096000	360.00	FT	\$285.00	\$102,600.00
30	24" PG CL-5 RCP 8'	PR024P5C096000	216.00	FT	\$80.00	\$17,280.00
					Total	\$213,680.00
					(Tax not included)	Net Total \$213,680.00

Standard Notes

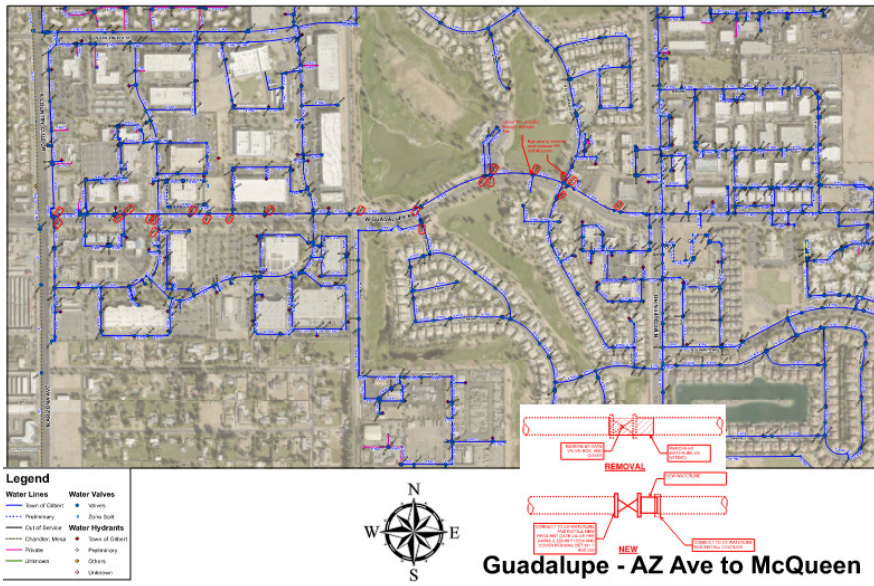
- Start shipping 20-22 weeks from approved submittals
- Pricing includes delivery based on full truck load quantities as near to the point of use as our trucks can move under their own power. PRODUCT SHIPPED 1 YEAR OR MORE AFTER ORDER ACKNOWLEDGEMENT DATE MAY BE SUBJECT TO A 5% INCREASE PER YEAR, EACH YEAR FORWARD FROM ORDER ACKNOWLEDGEMENT DATE.
- This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-76, ASTM C443. Any required deviation from ASTM C-76, ASTM C443 after review of plans and specifications will require re-quoting and void this quotation.

PAYMENT TERMS ARE NET 30, WITHOUT RETENTION OR SETOFF. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. PRICES ARE BASED ON THE QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, RINKER MATERIALS RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS. BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE RINKER MATERIALS STCS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN (UNLESS OTHERWISE SPECIFIED IN THE STANDARD NOTES) WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.

Acceptance		
I WARRANT AND REPRESENT THAT I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BUYER. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE RINKER MATERIALS STCS VIEWABLE AT www.rinkerpipe.com .	By	Edgardo Ayon
Company	(O)	(623) 889-3500
By	(F)	
Title	(Cell)	
Date	Title	Sales Manager

Attachment H - Clarifications and Assumptions

1. Hunter Contracting Co. (HCC) assumes that the Town of Gilbert (Town) will issue a Notice to Proceed on or before February 22, 2023. The GMP is based on a 9-month construction duration.
2. The pricing has been provided based on the 100% plans and specifications as follows.
 - a. Town of Gilbert Improvement Plans for Guadalupe Road, Arizona Avenue to McQueen Road Roadway Reconstruction and Improvements preliminary 100% not for construction dated 11/16/2022
 - b. Town of Gilbert Project ST1770 Guadalupe Road – Arizona Ave to McQueen Rd 100% Special Conditions dated November 2022
 - c. Water valve replacement map



- d. Salt River Project Wellsite Improvements Town of Gilbert Equip. Well At SRP Coordinates

GROUNDWATER DESIGN	SALT RIVER PROJECT WELLSITE IMPROVEMENTS	PHOENIX, ARIZONA																								
	Town of Gilbert EQUIP WELL AT: SRP COORDINATES --																									
CUSTOMER: SHARON MORRIS TEL. 602-236-3274		SRP ENGINEER: RICH HAAS TEL. 602-236-5192																								
GENERAL NOTES		KEY PLAN																								
<ol style="list-style-type: none"> 1. CONTACT THE TRANSMISSION WATERMASTER FOR DRIPUP INFORMATION AND SCHEDULES. 2. THE CUSTOMER/CONTRACTOR IS RESPONSIBLE TO ASSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL SAFETY REGULATIONS. 3. ALL TRENCHING SHALL BE DONE IN ACCORDANCE WITH OSHA CONSTRUCTION STANDARDS FOR EXCAVATIONS. 4. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT BLUE-STAR (800-783-1001) AND SUCH OTHER LOCALITIES/UTILITIES AS NEEDED TO LOCATE AND FLAG ALL EXISTING UNDERGROUND UTILITIES. 5. LOCATION AND ELEVATION OF ALL BLUE STAKED UTILITIES ARE TO BE FIELD VERIFIED AND ALL CONFLICTING UTILITIES ARE TO BE RELOCATED PRIOR TO CONSTRUCTION. 6. THE SALT RIVER PROJECT DOES NOT GUARANTEE THE LOCATION OR ELEVATION OF UTILITIES AND WILL NOT BE RESPONSIBLE FOR THEIR RELOCATION. 7. VERTICAL CONTROLS ARE BASED ON A DATUM DETERMINED BY THE BENCHMARK ON EACH WELLSITE TOP. VERTICAL CONTROLS MAY DIFFER BETWEEN PLANS/PROFILES. CHECK PLANS FOR ELEVATION QUALITIES. 8. FACILITIES WHICH ARE NOT SPECIFICALLY LOCATED WITH ACTUAL HORIZONTAL AND VERTICAL CONTROLS ARE LOCATED ONLY APPROXIMATELY AND TO THE BEST AVAILABLE KNOWLEDGE. 9. ALL CONSTRUCTION WATER AND POWER SHALL BE OBTAINED, HANDLED, AND PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE ARRANGEMENTS TO PROCURE AND TRANSPORT WATER TO THE CONSTRUCTION SITE. ALL TEMPORARY FACILITIES SHALL BE REMOVED PRIOR TO FINAL ACCEPTANCE BY SALT RIVER PROJECT. 10. ALL BEST AND TRAFFIC CONTROLS REQUIRED BY THE LOCAL GOVERNING AGENCY SHALL BE OBTAINED, MAINTAINED, AND PAID FOR BY THE CONTRACTOR. 11. ALL SIGNAL STRUCTURES WILL BE INSTALLED BY SRP FORCES. 12. ALL STAKING CONTROLS SHALL BE LEFT UNDISTURBED. THE CONTRACTOR SHALL CALL THE SRP ENGINEER TO REFERANCE AND RESET ANY CONTROL POINTS THAT HAVE TO BE OBTAINED. THE CONTRACTOR WILL BE CHARGED FOR RESTAINING COSTS IF ANY STAKES ARE DESTROYED AND REQUIRE REPLACEMENT. 13. ALL EXISTING IRRIGATION FACILITIES RESTORED BY NEW CONSTRUCTION SHALL BE RESTORED TO CURRENT SRP STANDARDS. 14. ALL WORK AND MATERIALS THAT DO NOT CONFORM TO THESE PLANS, SPECIFICATIONS AND APPLICABLE SRP LICENSE/CONSTRUCTION AGREEMENTS ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. 15. IF THERE ARE CONFLICTS BETWEEN SRP'S PLANS AND SPECIFICATIONS AND LOCAL GOVERNING AGENCY/REGULATORY, THE MOST STRINGENT REQUIREMENT SHALL APPLY, AS DETERMINED BY THE SRP ENGINEER. 		 SITE LOCATION <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th colspan="8">TEMPORARY</th> </tr> <tr> <th>NO.</th> <th>JOB NO.</th> <th>DATE</th> <th>ISSUE</th> <th>BY</th> <th>CHK.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <div style="text-align: center;"> SALT RIVER PROJECT GROUNDWATER PHOENIX, ARIZONA WELLSITE COVER 27.9E 1.0S CPR NO. 21052 SSW COR SEC 30 T3N R2E SHEET NO. 000 TOTAL SHEETS 000 DATE 05/22/23 8-483-480.0 </div>	TEMPORARY								NO.	JOB NO.	DATE	ISSUE	BY	CHK.	DATE	REVISION								
TEMPORARY																										
NO.	JOB NO.	DATE	ISSUE	BY	CHK.	DATE	REVISION																			

3. HCC will acquire all necessary Town of Gilbert (Town) permits for the project. However, fees associated with these permits, water meter fees and inspection fees are not included in the GMP. These will be no-cost permits to HCC.
4. The project has been sequenced and priced for a 24 hour per day traffic control set up with one lane one direction on Obispo Ave.
5. Bid item 1 remove cactus does not include salvage or replacement.
6. Bid item 101 Decomposed Granite ¾" Screened Madison Gold has been priced with 1" screened per call out note on the plans.
7. Bid item 138 is an allowance to remove concrete slab over the Kokopelli box culvert.
8. Bid item 139 is an allowance for utilizing concrete barrier to protect the traveling public at the Kokopelli box culvert excavation.
9. Bid item 140 is an allowance for the use of off duty police officers with vehicle.
10. Bid item 141 is an allowance for miscellaneous permits.
11. Bid item 142 is an allowance for the bypass pumping that will be required to remove and replace the SRP CIPP irrigation pipe at 7 locations across the project site.
12. Bid item 143 is an allowance to cover the cost of cement if the cement content for the cement treated base exceeds 4%.
13. Bid item 144 is a contingency for possible price escalations due to the current supply chain challenges and fluctuating market prices. There is a detailed break down of anticipated cost in the detailed estimate line 144.1 through 144.4.
14. We have added additional joints of RGRCP pipe at each removal and replacement location incase the tie in points need to shift in the field.
15. The water valve replacement material type has been estimated based on the water replacement map. We have included additional parts as part of this order in case we need to transition from a flange to MJ. The pipe type has been ordered per the callouts in the map.

EXHIBIT E

Item No.	Item Description	Unit	100% DATE: 1/30/2023		
			HCC Quantity	Unit Price	Amount
1	REMOVE CACTUS	EA	1	\$ 1,113.71	\$ 1,113.71
2	REMOVE TREE, DIAMETER > 12" - QTY PER PLAN COMMENTS	EA	5	\$ 4,020.99	\$ 20,104.95
3	ROADWAY EXCAVATION (KOKOPELLI BOX CULVERT)	CY	377	\$ 46.05	\$ 17,360.85
4	FILL CONSTRUCTION (KOKOPELLI BOX CULVERT)	CY	377	\$ 123.74	\$ 46,649.98
5	PREPARE SUBGRADE & INSTALL 3" AC/6" AB	SY	150	\$ 157.61	\$ 23,641.50
6	PAVEMENT STRUCTURAL SECTION NO. 1	SY	34,739	\$ 81.44	\$ 2,829,144.16
7	PAVEMENT STRUCTURAL SECTION NO. 2	SY	10320	\$ 33.41	\$ 344,791.20
8	PAVEMENT STRUCTURAL SECTION NO. 3	SY	230	\$ 238.97	\$ 54,963.10
9	PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 4" THICK	SF	103	\$ 33.19	\$ 3,418.57
10	PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 9" THICK	SF	19222	\$ 13.83	\$ 265,840.26
11	VERTICAL CURB & GUTTER, MAG DET 220, TYPE A, H=6"	LF	2,627	\$ 29.08	\$ 76,393.16
12	VERTICAL CURB & GUTTER, MAG DET 220, TYPE A, H=4"	LF	123	\$ 29.11	\$ 3,580.53
13	CONCRETE RIBBON CURB, MAG DET 220, TYPE B	LF	12	\$ 58.51	\$ 702.12
14	SINGLE CURB, MAG DET 222, TYPE A	LF	227	\$ 57.87	\$ 13,136.49
15	CONCRETE HEADER CURB, MATCH EXISTING	LF	141	\$ 9.61	\$ 1,355.01
16	MOUNTABLE CURB & GUTTER, MAG DET 220, TYPE E	LF	44	\$ 54.42	\$ 2,394.48
17	CONCRETE SIDEWALK, MAG DET 230	SF	33291	\$ 6.87	\$ 228,709.17
18	DRIVEWAY ENTRANCE, MAG DET 250	SF	653	\$ 12.89	\$ 8,417.17
19	CONCRETE DRIVEWAY, TOG DET 210	SF	3739	\$ 13.16	\$ 49,205.24
20	CONCRETE DRIVEWAY (SIDEWALK ONLY), TOG DET 210	SF	1510	\$ 13.60	\$ 20,536.00
21	SIDEWALK RAMP, MAG DET 237-1	EA	18	\$ 5,281.97	\$ 95,075.46
22	SIDEWALK RAMP, MAG DET 237-3	EA	2	\$ 6,009.45	\$ 12,018.90
23	SIDEWALK RAMP, MAG DET 238-1	EA	1	\$ 3,779.31	\$ 3,779.31
24	SIDEWALK RAMP, MAG DET 238-3	EA	1	\$ 2,175.22	\$ 2,175.22
25	SIDEWALK RAMP, SPECIAL DETAIL	EA	4	\$ 1,401.76	\$ 5,607.04
26	DETECTABLE WARNING PANEL	SF	100	\$ 48.74	\$ 4,874.00
27	DECORATIVE CONCRETE, PATTERN, COLOR AND MATERIAL TO MATCH EXISTING	SF	502	\$ 18.57	\$ 9,322.14
28	CONCRETE APRON AND VALLEY GUTTER, MAG DET 240	SF	1,973	\$ 13.89	\$ 27,404.97
29	ADJUST MANHOLE FRAME & COVER, MAG DET 422	EA	25	\$ 2,192.34	\$ 54,808.50
30	ADJUST VALVE BOX & COVER, MAG DET 391-1-A	EA	15	\$ 544.97	\$ 8,174.55
31	ADJUST GAS VALVE TO GRADE	EA	1	\$ 544.97	\$ 544.97
32	REMOVE AC PAVEMENT	SY	46564	\$ 5.72	\$ 266,346.08
33	REMOVE PORTION OF CATCH BASIN PER SPECIAL DETAIL	EA	3	\$ 4,467.95	\$ 13,403.85
34	REMOVE SCUPPER	EA	2	\$ 358.00	\$ 716.00
35	REMOVE CONCRETE CURB AND GUTTER	LF	2855	\$ 5.86	\$ 16,730.30
36	REMOVE VALLEY GUTTER	SF	5516	\$ 3.93	\$ 21,677.88
37	REMOVE CONCRETE SINGLE CURB	LF	224	\$ 8.73	\$ 1,955.52
38	REMOVE CONCRETE SIDEWALK AND SIDEWALK RAMPS	SF	34281	\$ 2.43	\$ 83,302.83
39	REMOVE CONCRETE DRIVEWAY	SF	11599	\$ 4.14	\$ 48,019.86
40	REMOVE CONCRETE SPILLWAY	LF	51	\$ 73.16	\$ 3,731.16
41	REMOVE DECORATIVE CONCRETE	SF	612	\$ 4.36	\$ 2,668.32
42	REMOVE LIGHT POLE	EA	61	\$ 499.98	\$ 30,498.78
43	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	37	\$ 95.00	\$ 3,515.00
44	REPLACE SIGN PANEL	EA	1	\$ 70.00	\$ 70.00
45	REMOVE EXISTING TURF	SF	89,025	\$ 0.88	\$ 78,342.00
46	REMOVE EXISTING ROCK MULCH	CY	185	\$ 159.67	\$ 29,538.95
47	RELOCATE TRAFFIC SIGN, TOG DET GIL-227	EA	12	\$ 65.00	\$ 780.00
48	STREET LIGHTING PULL BOX (SRP STANDARD)	EA	48	\$ 824.96	\$ 39,598.08
49	POLE, ROUND TAPERED (TOWN OF GILBERT STANDARD DETAIL NO. GIL-901)	EA	48	\$ 3,019.86	\$ 144,953.28
50	MAST ARM, 8'X8' (TOWN OF GILBERT DETAIL NO. GIL-921)	EA	48	\$ 974.95	\$ 46,797.60
51	LED LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE-0-8-B5-30-A-DKBZ)	EA	17	\$ 334.98	\$ 5,694.66
52	LED LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE-0-16-B5-30-A-DKBZ)	EA	31	\$ 364.98	\$ 11,314.38
53	ELECTRICAL CONDUIT 1" (W/NYLON ROPE) (TRENCH) (STREET LIGHTING)	LF	480	\$ 32.00	\$ 15,360.00
54	ELECTRICAL CONDUIT 2.5" (W/NYLON ROPE) (TRENCH) (STREET LIGHTING)	LF	5067	\$ 25.00	\$ 126,675.00
55	POLE FOUNDATION (TOWN OF GILBERT STANDARD DETAIL NO. GIL-932)	EA	48	\$ 2,399.89	\$ 115,194.72
56	REMOVE PAINT STRIPE	LF	22	\$ 14.00	\$ 308.00
57	4" WHITE TRAFFIC PAINT STRIPE	LF	24,605	\$ 0.24	\$ 5,905.20
58	4" YELLOW TRAFFIC PAINT STRIPE	LF	16850	\$ 0.24	\$ 4,044.00
59	PAINT SYMBOL (SHARED LANE MARKING)	EA	16	\$ 119.99	\$ 1,919.84
60	PAINT SYMBOL (LEFT TURN ARROW)	EA	3	\$ 70.00	\$ 210.00
61	PAINT SYMBOL (RIGHT TURN ARROW)	EA	3	\$ 70.00	\$ 210.00
62	PAINT SYMBOL (BIKE LANE MARKING SYMBOL)	EA	30	\$ 154.99	\$ 4,649.70
63	PAINT MEDIAN BULLNOSE	EA	2	\$ 119.99	\$ 239.98
64	4" WHITE THERMOPLASTIC TRAFFIC STRIPE	LF	24605	\$ 0.65	\$ 15,993.25
65	4" YELLOW THERMOPLASTIC TRAFFIC STRIPE	LF	16850	\$ 0.65	\$ 10,952.50
66	THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW	EA	3	\$ 209.99	\$ 629.97
67	THERMOPLASTIC/PREFORMED SYMBOL RIGHT TURN ARROW	EA	3	\$ 209.99	\$ 629.97
68	THERMOPLASTIC/PREFORMED SYMBOL (SHARED LANE MARKING)	EA	16	\$ 264.99	\$ 4,239.84
69	THERMOPLASTIC/PREFORMED SYMBOL (BIKE LANE MARKING SYMBOL)	EA	30	\$ 264.99	\$ 7,949.70
70	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	EA	209	\$ 4.25	\$ 888.25
71	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)	EA	212	\$ 4.25	\$ 901.00
72	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE H, YELLOW, 1-WAY)	EA	354	\$ 4.25	\$ 1,504.50
73	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE BB, BLUE, 2-WAY)	EA	24	\$ 10.00	\$ 240.00
74	PERFORATED SIGN POST, TOG DET GIL-227	LF	357	\$ 9.71	\$ 3,466.47
75	PERFORATED SIGN POST FOUNDATION, TOG DET GIL-227	EA	34	\$ 184.99	\$ 6,289.66
76	FLAT SHEET ALUMINUM SIGN PANEL, DIAMOND GRADE	SF	321	\$ 19.60	\$ 6,291.60
77	PAINT SYMBOL (RAILROAD MARKING SYMBOL)	EA	2	\$ 264.99	\$ 529.98
78	THERMOPLASTIC/PREFORMED SYMBOL (RAILROAD MARKING SYMBOL)	EA	2	\$ 649.97	\$ 1,299.94
79	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) (FIESTA BLVD)	EA	4	\$ 5,554.75	\$ 22,219.00
80	AUDIBLE PEDESTRIAN PUSH BUTTON W/ SIGN (CAMPBELL GUARDIAN)	EA	8	\$ 1,199.94	\$ 9,599.52
81	FURNISH AND INSTALL IMSA CONDUCTORS (FIESTA BLVD)	LS	1	\$ 21,998.98	\$ 21,998.98
82	SCH. 40 PVC ELECTRICAL CONDUIT, 2" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	LF	70	\$ 55.00	\$ 3,850.00
83	SCH. 40 PVC ELECTRICAL CONDUIT, 2-3" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	LF	70	\$ 80.00	\$ 5,600.00
84	SCH. 40 PVC ELECTRICAL CONDUIT, 4" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	LF	35	\$ 68.00	\$ 2,380.00
85	2 INCH PVC FIBER OPTIC CONDUIT TOG DET GIL-831 (TRENCH)	LF	40	\$ 46.00	\$ 1,840.00
86	4-1 1/4 INCH MULTI-DUCT HDPE FIBER OPTIC CONDUIT (DIRECTIONAL DRILL)	LF	4690	\$ 46.50	\$ 218,085.00
87	4 INCH PVC FIBER OPTIC CONDUIT (DIRECTIONAL DRILL)	LF	4690	\$ 46.50	\$ 218,085.00
88	REMOVE PULL BOX	EA	2	\$ 299.99	\$ 599.98

Item No.	Item Description	Unit	DATE: 1/30/2023		
			HCC Quantity	Unit Price	Amount
89	NO. 7 PULL BOX, TOG DET GIL-842 AND GIL-843	EA	2	\$ 1,499.93	\$ 2,999.86
90	ITS TYPE NO. 7 PULL BOX TOG DET GIL-841	EA	7	\$ 1,499.93	\$ 10,499.51
91	ITS TYPE NO. 9 VAULT TOG DET GIL-844	EA	3	\$ 8,599.60	\$ 25,798.80
92	REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON'S (FIESTA BLVD)	LS	1	\$ 2,699.87	\$ 2,699.87
93	PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805	EA	5	\$ 649.97	\$ 3,249.85
94	POLE FOUNDATION, TYPE PB (PUSH BUTTON), TOG DET GIL-805	EA	5	\$ 949.95	\$ 4,749.75
95	PAINT PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805 (TNEMEC - SERIES 1075U DARKBRONZE 86BR)	EA	5	\$ 849.96	\$ 4,249.80
96	SURVEY MARKER, MAG DET 120, TYPE B	EA	17	\$ 199.99	\$ 3,399.83
97	SURVEY MARKER, MAG DET 120, TYPE A	EA	1	\$ 549.97	\$ 549.97
98	LANDSCAPE ESTABLISHMENT - 120 DAYS	LS	1	\$ 13,984.31	\$ 13,984.31
99	SHRUBS - 1 GAL	EA	582	\$ 10.48	\$ 6,099.36
100	SHRUBS - 5 GAL	EA	2340	\$ 26.74	\$ 62,571.60
101	DECOMPOSED GRANITE, 3/4" SCREENED, MADISON GOLD	SY	12909	\$ 6.60	\$ 85,199.40
102	DECOMPOSED GRANITE, MATCH EXISTING SIZE & COLOR	SY	1385	\$ 8.73	\$ 12,091.05
103	LANDSCAPE / IRRIGATION RESTORATION	SY	3028	\$ 26.90	\$ 81,453.20
104	2" SCHEDULE 40 PVC IRRIGATION SLEEVE	LF	70	\$ 13.33	\$ 933.10
105	4" SCHEDULE 40 PVC IRRIGATION SLEEVE	LF	144	\$ 17.07	\$ 2,458.08
106	1" PVC IRRIGATION PIPE, SCHEDULE 40	LF	7381	\$ 3.06	\$ 22,585.86
107	3/4" PVC IRRIGATION PIPE, SCHEDULE 40	LF	4921	\$ 3.06	\$ 15,058.26
108	2" PVC IRRIGATION PIPE, SCHEDULE 40	LF	410	\$ 6.43	\$ 2,636.30
109	RAIN BIRD XCZ-101-PRF DRIP CONTROL VALVE KIT, 1"	EA	35	\$ 303.92	\$ 10,637.20
110	FLUSH END CAP	EA	93	\$ 12.99	\$ 1,208.07
111	RAIN BIRD EMT 6XERI 6 OUTLET MANIFOLD WITH XERI BUG EMITTER	EA	690	\$ 32.98	\$ 22,756.20
112	CONCRETE SCUPPER, MAG DET 206, S/W=6', 1-4' CURB OPENING	EA	2	\$ 4,401.17	\$ 8,802.34
113	CONCRETE SCUPPER SPILLWAY, MAG DET 206, 1-4' CURB OPENING	LF	19	\$ 110.13	\$ 2,092.47
114	CONCRETE SCUPPER, MAG DET 206, W=4' MODIFIED PER SPECIAL DETAIL	EA	4	\$ 4,584.24	\$ 18,336.96
115	INSTALL PORTION OF CATCH BASIN PER SPECIAL DETAIL	EA	3	\$ 4,249.57	\$ 12,748.71
116	REMOVE AND REPLACE EXISTING WATER VALVE	EA	19	\$ 4,724.41	\$ 89,763.79
117	REMOVE TEE AND REPLACE WATER PIPE	EA	1	\$ 8,414.40	\$ 8,414.40
118	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 25,918.81	\$ 25,918.81
119	CONTRACTOR QUALITY CONTROL	LS	1	\$ 101,159.35	\$ 101,159.35
120	PUBLIC INFORMATION AND NOTIFICATION	LS	1	\$ 19,175.52	\$ 19,175.52
121	MOBILIZATION/DEMobilIZATION	LS	1	\$ 263,826.23	\$ 263,826.23
122	CLEARING AND GRUBBING	LS	1	\$ 4,999.77	\$ 4,999.77
123	MAINTENANCE OF TRAFFIC	LS	1	\$ 147,041.07	\$ 147,041.07
124	RAILROAD FLAGGING	LS	1	\$ 34,774.40	\$ 34,774.40
125	R&R 60" CIPP WITH RGRCP (SRP JOB NO. 2200083)	LF	243	\$ 787.96	\$ 191,474.28
126	R&R 54" CIPP WITH RGRCP (SRP JOB NO. 2200083)	LF	274	\$ 587.39	\$ 160,944.86
127	R&R 36" CIPP WITH RGRCP (SRP JOB NO. 2200083)	LF	80	\$ 546.02	\$ 43,681.60
128	R&R 24" CIPP WITH RGRCP (SRP JOB NO. 2200083)	LF	75	\$ 503.70	\$ 37,777.50
129	R&R EXISTING MANHOLE (SRP JOB NO. 2200083)	EA	1	\$ 16,133.04	\$ 16,133.04
130	SRP WELL SITE MANHOLE AND LATERAL	LS	1	\$ 79,558.38	\$ 79,558.38
131	STORM WATER POLLUTION PROTECTION PLAN (SWPPP)	LS	1	\$ 28,221.25	\$ 28,221.25
	SUBTOTAL COST OF CONSTRUCTION				\$ 7,618,391.75
	SITE FACILITIES & MANAGEMENT				
132	CONSTRUCTION WATER	MO	9	\$ 7,022.79	\$ 63,205.11
133	CONSTRUCTION FIELD LAYOUT (GPS)	MO	9	\$ 1,213.27	\$ 10,919.43
134	PICK-UP BROOM JOBSITE MAINTENANCE	HR	396	\$ 119.99	\$ 47,516.04
135	POTHOLING	LS	1	\$ 47,247.82	\$ 47,247.82
136	JOBSITE DUST CONTROL	LS	1	\$ 36,876.53	\$ 36,876.53
137	ONSITE OVERHEAD	MO	9	\$ 80,665.79	\$ 725,992.11
	TOTAL COST SITE FACILITIES & MANGEMENT				\$ 931,757.04
	ALLOWANCE ITEMS				
138	REMOVE CONCRETE CAP OVER BOX CULVERT ALLOWANCE	CY	70	\$ 104.18	\$ 7,292.60
139	JERSEY BARRIER - ROADWAY EXCAVATION ALLOWANCE (KOKOPELLI BOX)	LS	1	\$ 21,439.01	\$ 21,439.01
140	OFF-DUTY OFFICER ALLOWANCE	HR	600	\$ 96.00	\$ 57,600.00
141	MISC PERMITS (ALLOWANCE)	LS	1	\$ 9,999.54	\$ 9,999.54
142	SRP BYPASS PUMPING ALLOWANCE	LS	1	\$ 306,743.50	\$ 306,743.50
143	CTB ALLOWANCE FOR CEMENT > 4%	LS	1	\$ 18,575.15	\$ 18,575.15
	TOTAL COST ALLOWANCES				\$ 421,649.80
	TOTAL COST CONSTRUCTION				\$ 8,971,798.59
	CONTINGENCY				
144	PRICE ESCALATION CONTINGENCY	LS	1		\$ 191,628.00
145	CONTRACTORS CONTINGENCY (1%)	LS	1		\$ 90,000.00
146	OWNERS CONTINGENCY (5%)	LS	1		\$ 448,600.00
	TOTAL COST CONTINGENCY				\$ 730,228.00
	Long Lead Materials				
147	Purchase Materials Water Valve (95% CM Bid Item 107 Remove and Replace Existing Water Valve)	EA	20	\$ 3,754.15	\$ 75,083.00
148	Purchase Materials 12" Remove Tee & Replace (95% CM Bid Item 108 Remove Tee and Replace Water Pipe)	LS	1	\$ 2,604.84	\$ 2,604.84
149	Purchase Material 12" Water Vertical Re-Alignment Material (New Item Not in 95% CM per SRP Preliminary Well Site Plans)	LS	1	\$ 5,903.10	\$ 5,903.10
150	Purchase 60" Class V RGRCP	LF	243	\$ 354.29	\$ 86,092.47
151	Purchase 54" Class V RGRCP	LF	296	\$ 262.95	\$ 77,833.20
152	Purchase Material 24" Class V RGRCP	LF	256	\$ 63.16	\$ 16,168.96
	TOTAL COST LING LEAD MATERIALS				\$ 263,685.57
	TOTAL COST CONSTRUCTION WITH CONTINGENCY AND LONG LEAD MATERIALS				\$ 9,965,712.16

Estimate Detail

Hunter Contracting Co.
Detailed Estimate

Rev 1

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
1	REMOVE CACTUS	1.00	EA	\$1,113.76	\$1,113.76
1.1	Remove Cactus	1.00	EA	\$1,113.76	\$1,113.76
1.1.1	Remove Cactus	1.00	EA	\$443.76	\$443.76
1.1.2	Haul-Off Cactus	1.00	LD	\$670.00	\$670.00
2	REMOVE TREE, DIAMETER > 12" - QTY PER PLAN COMMENTS	5.00	EA	\$4,021.17	\$20,105.85
2.1	Remove Tree, Diameter > 12"	5.00	EA	\$4,021.17	\$20,105.85
3	ROADWAY EXCAVATION (KOKOPELLI BOX CULVERT)	377.00	CY	\$46.05	\$17,361.71
3.1	Roadway Excavation - Exc and Load	377.00	CY	\$22.94	\$8,648.35
3.2	Haul Roadway Excavation Spoils	31.00	LD	\$281.08	\$8,713.35
4	FILL CONSTRUCTION (KOKOPELLI BOX CULVERT)	377.00	CY	\$123.75	\$46,654.09
4.1	Purchase ABC	654.00	TN	\$23.35	\$15,270.90
4.2	Scarify and Compact Subgrade	172.00	SY	\$25.74	\$4,427.03
4.3	Purchase Filter Fabric	172.00	SY	\$4.19	\$720.00
4.4	Purchase Geogrid	11,424.00	SF	\$0.42	\$4,798.08
4.5	Place and Compact/Install Geogrid/Filter Fabric	377.00	CY	\$56.86	\$21,438.08
5	PREPARE SUBGRADE & INSTALL 3" AC/6" AB	150.00	SY	\$157.62	\$23,642.80
5.1	Pavement Structural Section - 6" AB, 3" AC - 7 Locations	150.00	SY	\$97.27	\$14,590.22
5.1.1	Fine grade Subgrade	150.00	SY	\$6.73	\$1,010.22
5.1.2	Place 3" Thick AC (Small Area)	150.00	SY	\$80.00	\$12,000.00
5.1.3	Paving Support	1.00	DY	\$1,580.00	\$1,580.00
5.2	Roadway Excavation	25.00	CY	\$66.48	\$1,662.01
5.2.1	Roadway Excavation	25.00	CY	\$47.05	\$1,176.30
5.2.2	Haul-Off Spoils	2.00	LD	\$242.85	\$485.71
5.3	Aggregate Base Course 6"	49.00	TN	\$150.83	\$7,390.57
5.3.1	Purchase ABC 6"	49.00	TN	\$23.35	\$1,144.15
5.3.2	Place & Compact ABC	49.00	TN	\$30.80	\$1,509.40
5.3.3	Finish Grade ABC	150.00	SY	\$31.58	\$4,737.02
6	PAVEMENT STRUCTURAL SECTION NO. 1	34,739.00	SY	\$81.44	\$2,829,137.38
6.1	Pavement Structural Section No. 1 - 12" AB, 5" AC	34,739.00	SY	\$42.84	\$1,488,309.69
6.1.1	Fine grade Subgrade	34,739.00	SY	\$3.20	\$111,054.79
6.1.2	Place 3" Thick AC (Mainline Crew)	34,739.00	SY	\$23.10	\$802,470.90
6.1.3	Place 2" Thick AC (Mainline Crew)	34,739.00	SY	\$16.00	\$555,824.00
6.1.4	Paving Support	12.00	DY	\$1,580.00	\$18,960.00
6.2	Roadway Excavation	13,896.00	CY	\$29.52	\$410,147.30
6.2.1	Roadway Excavation	13,896.00	CY	\$6.61	\$91,911.51
6.2.2	Load Roadway Spoils	13,896.00	CY	\$2.63	\$36,541.86
6.2.3	Haul-Off Spoils	1,158.00	LD	\$243.26	\$281,693.93
6.3	Tri-Axial Geogrid	34,739.00	SY	\$5.07	\$176,068.25
6.3.1	Purchase Geogrid	343,916.00	SF	\$0.42	\$144,444.72
6.3.2	Install Geogrid	38,213.00	SY	\$0.83	\$31,623.53
6.4	Aggregate Base Course 12"	22,493.00	TN	\$33.55	\$754,612.13
6.4.1	Purchase ABC 12" - Belly Dumps	11,247.00	TN	\$20.55	\$231,125.85
6.4.2	Purchase ABC 12" - Supers	11,246.00	TN	\$23.35	\$262,594.10
6.4.3	Place & Compact ABC	22,493.00	TN	\$6.51	\$146,374.45
6.4.4	Finish Grade ABC	34,739.00	SY	\$3.30	\$114,517.73
7	PAVEMENT STRUCTURAL SECTION NO. 2	10,320.00	SY	\$33.41	\$344,817.17
7.1	Pavement Structural Section No 1 Alternate - 8" CTB, 3" AC	10,320.00	SY	\$33.41	\$344,817.17
7.1.1	Fine grade Subgrade	10,320.00	SY	\$2.38	\$24,551.68
7.1.2	CTB Sub	10,320.00	SY	\$4.85	\$50,052.00
7.1.3	Support & Finish CTB	10,320.00	SY	\$1.42	\$14,610.00
7.1.4	Place 3" Thick AC (Mainline Crew)	10,320.00	SY	\$24.00	\$247,680.00
7.1.5	Paving Support	4.00	DY	\$1,580.00	\$6,320.00
7.1.6	Micro Fracturing Optional	10,320.00	SY	\$0.16	\$1,603.49
8	PAVEMENT STRUCTURAL SECTION NO. 3	230.00	SY	\$238.98	\$54,965.39
8.1	Pavement Structural Section No. 3 - 19" AB, 3" AC - 2 Locations	230.00	SY	\$99.10	\$22,792.71
8.1.1	Fine grade Subgrade	230.00	SY	\$8.79	\$2,022.71
8.1.2	Place 3" Thick AC (Small Area)	230.00	SY	\$80.00	\$18,400.00
8.1.3	Paving Support (Match Paving Production)	1.50	DY	\$1,580.00	\$2,370.00
8.2	Roadway Excavation	121.00	CY	\$67.12	\$8,121.84
8.2.1	Roadway Excavation	121.00	CY	\$47.05	\$5,693.29

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
8.2.2	Haul-Off Spoils	10.00	LD	\$242.85	\$2,428.55
8.3	Aggregate Base Course 19"	236.00	TN	\$101.91	\$24,050.84
8.3.1	Purchase ABC 19"	236.00	TN	\$23.35	\$5,510.60
8.3.2	Place & Compact ABC	236.00	TN	\$39.30	\$9,274.17
8.3.3	Finish Grade ABC	230.00	SY	\$40.29	\$9,266.07
9	PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 4" THICK	103.00	SF	\$33.19	\$3,418.08
9.1	Fine Grade for PCCP	103.00	SF	\$7.78	\$800.84
9.2	Install Portland Cement Concrete Pavement (PCCP) 4" Thick	103.00	SF	\$25.41	\$2,617.24
9.2.1	Purchase Materials Mag A	103.00	SF	\$3.08	\$317.00
9.2.2	FPS 4" PCCP	103.00	SF	\$22.33	\$2,300.24
10	PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 9" THICK	19,222.00	SF	\$13.83	\$265,866.55
10.1	Fine Grade for PCCP	19,222.00	SF	\$3.52	\$67,647.92
10.2	Install PCCP	19,222.00	SF	\$10.06	\$193,368.26
10.2.1	Purchase Materials Mag A	19,222.00	SF	\$5.47	\$105,048.23
10.2.2	FPS 9" PCCP	19,222.00	SF	\$4.59	\$88,320.03
10.3	Install Sleeper Slab - 4' Wide at Taper	6.00	EA	\$808.39	\$4,850.37
10.3.1	Purchase Materials Mag A	6.00	EA	\$232.32	\$1,393.92
10.3.2	FPS Sleeper Slab	284.00	SF	\$12.17	\$3,456.45
11	VERTICAL CURB & GUTTER, MAG DET 220, TYPE A, H=6"	2,627.00	LF	\$29.08	\$76,401.64
11.1	Grade for Curb/Curb & Gutter	2,627.00	LF	\$1.64	\$4,315.23
11.2	Curb & Gutter Mag Dtl 220 Type A, H=6"	2,627.00	LF	\$23.16	\$60,853.79
11.2.1	Hand Place - Curb & Gutter Mag Dtl 220 Type A, H=6"	2,627.00	LF	\$23.16	\$60,853.79
11.3	Backfill for Vertical Curb & Gutter	2,627.00	LF	\$4.28	\$11,232.63
12	VERTICAL CURB & GUTTER, MAG DET 220, TYPE A, H=4"	123.00	LF	\$29.11	\$3,580.71
12.1	Grade for Curb/Curb & Gutter	123.00	LF	\$1.64	\$202.05
12.2	Curb & Gutter Mag Dtl 220 Type A, H=4"	123.00	LF	\$23.19	\$2,852.74
12.2.1	Hand Place - Curb & Gutter Mag Dtl 220 Type A, H=4"	123.00	LF	\$23.19	\$2,852.74
12.3	Backfill for Vertical Curb	123.00	LF	\$4.28	\$525.93
13	CONCRETE RIBBON CURB, MAG DET 220, TYPE B	12.00	LF	\$58.51	\$702.18
13.1	Grade for Ribbon Curb	12.00	LF	\$7.36	\$88.34
13.2	Hand Place - Ribbon Curb Mag Dtl 220 Type B	12.00	LF	\$43.77	\$525.23
13.2.1	Purchase Hand Place Material	12.00	LF	\$7.92	\$95.00
13.2.2	Hand Place - Ribbon Curb MAG 220 Type B	12.00	LF	\$35.85	\$430.23
13.3	Backfill for Curb/Curb & Gutter	12.00	LF	\$7.38	\$88.61
14	SINGLE CURB, MAG DET 222, TYPE A	227.00	LF	\$57.87	\$13,136.20
14.1	Grade for Ingle Curb	227.00	LF	\$23.18	\$5,262.91
14.2	Hand Place - Concrete Single Curb Mag Dtl 222 Type A	227.00	LF	\$34.68	\$7,873.29
14.2.1	Purchase Hand Place Material	227.00	LF	\$5.27	\$1,195.53
14.2.2	Hand Place - Concrete Single Curb	227.00	LF	\$29.42	\$6,677.76
15	CONCRETE HEADER CURB, MATCH EXISTING	141.00	LF	\$9.61	\$1,355.01
15.1	Header Curb, 6" x 12" SUB	141.00	LF	\$9.61	\$1,355.01
16	MOUNTABLE CURB & GUTTER, MAG DET 220, TYPE E	44.00	LF	\$54.42	\$2,394.28
16.1	Grade for Curb/Curb & Gutter	44.00	LF	\$6.80	\$298.99
16.2	Hand Place - Mountable C&G, MAG Std. Dtl. 220-2 Type E	44.00	LF	\$40.80	\$1,795.38
16.2.1	Purchase Hand Place Material	44.00	LF	\$7.71	\$339.21
16.2.2	Hand Place - Curb & Gutter	44.00	LF	\$33.09	\$1,456.16
16.3	Backfill for Curb/Curb & Gutter	44.00	LF	\$6.82	\$299.92
17	CONCRETE SIDEWALK, MAG DET 230	33,291.00	SF	\$6.87	\$228,772.65
17.1	Grade for Sidewalk	33,291.00	SF	\$0.83	\$27,677.55
17.2	Hand Place - FPS Sidewalk Mag Dtl 230 or P-1230	33,291.00	SF	\$6.04	\$201,095.10
17.2.1	Purchase Materials Mag B (6" Thick)	33,291.00	SF	\$2.98	\$99,244.17
17.2.2	Hand Place - FPS Sidewalk	33,291.00	SF	\$3.06	\$101,850.93
18	DRIVEWAY ENTRANCE, MAG DET 250	653.00	SF	\$12.89	\$8,414.09
18.1	Driveway Entrance, MAG Det 250 (Commercial 9" Thick)	653.00	SF	\$12.89	\$8,414.09
18.1.1	Grade for Driveway Entrance	653.00	SF	\$3.48	\$2,270.66
18.1.2	Driveway Entrance Mag Dtl 250- Commercial 9" Thick Class A	653.00	SF	\$9.41	\$6,143.43
19	CONCRETE DRIVEWAY, TOG DET 210	3,739.00	SF	\$13.16	\$49,189.78
19.1	Grade for Driveway Entrance (No ABC)	3,739.00	SF	\$3.47	\$12,974.55
19.2	Driveway Entrance TOG Det 210 (8" Thick Conc) (Commercial/Industrial)	3,739.00	SF	\$8.41	\$31,459.79
19.2.1	Purchase Materials Mag A (8" Thick)	3,739.00	SF	\$3.99	\$14,933.45
19.2.2	FPS Driveway Entrance COM Dtl M-42	3,739.00	SF	\$4.42	\$16,526.34

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
19.3	Conduits for Driveway Entrance TOG Det 210 (2ea @ 3" dia)	600.00	LF	\$7.93	\$4,755.44
19.3.1	Purchase Conduit Material	600.00	LF	\$4.34	\$2,602.44
19.3.2	Install Conduits	600.00	LF	\$3.59	\$2,153.00
20	CONCRETE DRIVEWAY (SIDEWALK ONLY), TOG DET 210	1,510.00	SF	\$13.60	\$20,543.15
20.1	Grade for Driveway Entrance (No ABC) (Sidewalk Only)	1,510.00	SF	\$3.47	\$5,239.79
20.2	Driveway Entrance TOG Det 210 (8" Thick Conc) (Commercial/Industrial) (Sidewalk Only)	1,510.00	SF	\$10.13	\$15,303.36
20.2.1	Purchase Materials Mag A (8" Thick)	1,510.00	SF	\$3.99	\$6,031.14
20.2.2	FPS Driveway Entrance COM Dtl M-42	1,510.00	SF	\$6.14	\$9,272.22
21	SIDEWALK RAMP, MAG DET 237-1	18.00	EA	\$5,282.21	\$95,079.75
21.1	Grade for Sidewalk Ramp	7,572.00	SF	\$2.56	\$19,408.05
21.2	Sidewalk Ramp Mag 237-1	7,572.00	SF	\$9.99	\$75,671.70
21.2.1	Purchase Materials, Sidewalk Ramp (6" & Mag B)	7,572.00	SF	\$2.88	\$21,807.36
21.2.2	FPS Sidewalk Ramp	7,572.00	SF	\$5.31	\$40,218.54
21.2.3	Truncated Domes	280.00	SF	\$48.74	\$13,645.80
22	SIDEWALK RAMP, MAG DET 237-3	2.00	EA	\$6,009.73	\$12,019.46
22.1	Grade for Sidewalk Ramp	936.00	SF	\$2.57	\$2,402.83
22.2	Sidewalk Ramp Mag 237-3	936.00	SF	\$10.27	\$9,616.63
22.2.1	Purchase Materials, Sidewalk Ramp (6" & Mag B)	936.00	SF	\$2.88	\$2,695.68
22.2.2	FPS Sidewalk Ramp	936.00	SF	\$5.31	\$4,971.55
22.2.3	Truncated Domes	40.00	SF	\$48.74	\$1,949.40
23	SIDEWALK RAMP, MAG DET 238-1	1.00	EA	\$3,779.48	\$3,779.48
23.1	Grade for Sidewalk Ramp	306.00	SF	\$2.57	\$785.54
23.2	Sidewalk Ramp Mag 238-1	306.00	SF	\$9.78	\$2,993.94
23.2.1	Purchase Materials, Sidewalk Ramp (6" & Mag B)	306.00	SF	\$2.88	\$881.28
23.2.2	FPS Sidewalk Ramp	306.00	SF	\$5.31	\$1,625.31
23.2.3	Truncated Domes	10.00	SF	\$48.74	\$487.35
24	SIDEWALK RAMP, MAG DET 238-3	1.00	EA	\$2,175.32	\$2,175.32
24.1	Grade for Sidewalk Ramp	113.00	SF	\$2.57	\$290.09
24.2	Sidewalk Ramp Mag 238-3	113.00	SF	\$12.50	\$1,412.99
24.2.1	Purchase Materials, Sidewalk Ramp (6" & Mag B)	113.00	SF	\$2.88	\$325.44
24.2.2	FPS Sidewalk Ramp	113.00	SF	\$5.31	\$600.20
24.2.3	Truncated Domes	10.00	SF	\$48.74	\$487.35
24.3	6" x 12" Header Curb	15.00	LF	\$31.48	\$472.25
24.3.1	Grade for Curb/Curb & Gutter	15.00	LF	\$12.22	\$183.28
24.3.2	Hand Place - Header Curb	15.00	LF	\$19.26	\$288.97
25	SIDEWALK RAMP, SPECIAL DETAIL	4.00	EA	\$1,401.83	\$5,607.33
25.1	Grade for Sidewalk Ramp	340.00	SF	\$2.57	\$872.82
25.2	Sidewalk Ramp	340.00	SF	\$13.93	\$4,734.50
25.2.1	Purchase Materials, Sidewalk Ramp (6" & Mag B)	340.00	SF	\$2.88	\$979.20
25.2.2	FPS Sidewalk Ramp	340.00	SF	\$5.31	\$1,805.90
25.2.3	Truncated Domes	40.00	SF	\$48.74	\$1,949.40
26	DETECTABLE WARNING PANEL	100.00	SF	\$48.74	\$4,873.50
26.1	Truncated Domes	100.00	SF	\$48.74	\$4,873.50
27	DECORATIVE CONCRETE, PATTERN, COLOR AND MATERIAL TO MATCH EXISTING	502.00	SF	\$18.57	\$9,319.71
27.1	Grade for Driveway Entrance	502.00	SF	\$2.69	\$1,352.13
27.2	Driveway Entrance 9" Thick Decorative Concrete	502.00	SF	\$15.87	\$7,967.58
27.2.1	Purchase Materials Mag A (9" Thick)	502.00	SF	\$5.56	\$2,790.30
27.2.2	FPS Driveway Entrance COP Dtl P-1255	502.00	SF	\$10.31	\$5,177.28
28	CONCRETE APRON AND VALLEY GUTTER, MAG DET 240	1,973.00	SF	\$13.89	\$27,406.87
28.1	Grade for Valley Gutter/Aprons	1,973.00	SF	\$3.69	\$7,281.63
28.2	Valley Gutter Mag Dtl 240	1,973.00	SF	\$10.20	\$20,125.25
28.2.1	Purchase Materials Mag A	1,973.00	SF	\$4.26	\$8,413.55
28.2.2	FPS Valley Gutter/Aprons	1,973.00	SF	\$5.94	\$11,711.70
29	ADJUST MANHOLE FRAME & COVER, MAG DET 422	25.00	EA	\$2,192.44	\$54,811.00
29.1	Adjust Manhole Frame & Cover, MAG Det 422	25.00	EA	\$700.00	\$17,500.00
29.1.1	Adjustment - Manhole	25.00	EA	\$350.00	\$8,750.00
29.1.2	Prelower Manholes	25.00	EA	\$350.00	\$8,750.00
29.2	Purchase New Ring and Covers	25.00	EA	\$1,417.44	\$35,436.00
29.3	Purchase Grade Rings	25.00	EA	\$75.00	\$1,875.00
30	ADJUST VALVE BOX & COVER, MAG DET 391-1-A	15.00	EA	\$545.00	\$8,175.00
30.1	Adjust Valve Box & Cover, MAG Det 391-1-A Between Lifts	15.00	EA	\$545.00	\$8,175.00

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
30.1.1	Adjustments - Water Valve	15.00	EA	\$295.00	\$4,425.00
30.1.2	Prelower Water Valves	15.00	EA	\$250.00	\$3,750.00
31	ADJUST GAS VALVE TO GRADE	1.00	EA	\$545.00	\$545.00
31.1	Adjust Gas Valve to Grade	1.00	EA	\$545.00	\$545.00
31.1.1	Adjust Gas Valve to Grade	1.00	EA	\$295.00	\$295.00
31.1.2	Prelower Gas Valve	1.00	EA	\$250.00	\$250.00
32	REMOVE AC PAVEMENT	46,564.00	SY	\$5.72	\$266,147.10
32.1	Remove AC Pavement (5" Thick)	35,813.00	SY	\$6.16	\$220,434.82
32.1.1	Sawcut Asphalt Pavement @ 5" Depth	380.00	LF	\$1.00	\$380.00
32.1.2	Remove AC w/ Loader (5%)	1,791.00	SY	\$7.81	\$13,994.59
32.1.3	Mill Asphalt 5"	34,022.00	SY	\$5.45	\$185,419.90
32.1.4	Miller Support	34,022.00	SY	\$0.61	\$20,640.32
32.2	Remove AC Pavement (3" Thick)	10,751.00	SY	\$4.25	\$45,712.29
32.2.1	Sawcut Asphalt Pavement @ 3" Depth	554.00	LF	\$0.60	\$332.40
32.2.2	Remove AC w/ Loader (5%)	538.00	SY	\$5.53	\$2,977.49
32.2.3	Mill Asphalt 3"	10,214.00	SY	\$4.15	\$42,402.40
33	REMOVE PORTION OF CATCH BASIN PER SPECIAL DETAIL	3.00	EA	\$4,468.15	\$13,404.46
33.1	Remove Catch Basin	3.00	EA	\$4,468.15	\$13,404.46
33.1.1	Sawcut Curb & Gutter (2cuts/each)	6.00	EA	\$20.00	\$120.00
33.1.2	Wall Cut Existing Catch Basin	3.00	EA	\$768.00	\$2,304.00
33.1.3	Remove Catch Basin & Load	3.00	EA	\$3,260.32	\$9,780.96
33.1.4	Purchase AC Patch	3.00	TN	\$296.50	\$889.50
33.1.5	Haul-Off Catch Basin	1.00	LD	\$310.00	\$310.00
34	REMOVE SCUPPER	2.00	EA	\$358.02	\$716.04
34.1	Remove Concrete Pavement	91.00	SF	\$7.87	\$716.04
34.1.1	Sawcut Concrete @ 10" Depth	20.00	LF	\$7.50	\$150.00
34.1.2	Remove / Load Existing PCCP	91.00	SF	\$2.81	\$256.04
34.1.3	Haul-Off Concrete	1.00	LD	\$310.00	\$310.00
35	REMOVE CONCRETE CURB AND GUTTER	2,855.00	LF	\$5.86	\$16,729.88
35.1	Remove Concrete Curb and Gutter	2,855.00	LF	\$5.86	\$16,729.88
35.1.1	Sawcut Curb & Gutter	155.00	EA	\$20.00	\$3,100.00
35.1.2	Remove Existing Curb & Gutter / Load	2,855.00	LF	\$3.12	\$8,899.88
35.1.3	Haul-Off Curb & Gutter	17.00	LD	\$278.24	\$4,730.00
36	REMOVE VALLEY GUTTER	5,516.00	SF	\$3.93	\$21,663.46
36.1	Remove Valley Gutter	5,516.00	SF	\$3.93	\$21,663.46
36.1.1	Sawcut Concrete Valley Gutter	100.00	LF	\$6.75	\$675.00
36.1.2	Remove / Load Existing Valley Gutter & Apron	5,516.00	SF	\$2.95	\$16,252.71
36.1.3	Haul-Off Valley Gutter & Apron	19.00	LD	\$249.25	\$4,735.75
37	REMOVE CONCRETE SINGLE CURB	224.00	LF	\$8.73	\$1,956.52
37.1	Remove Concrete Single Curb	224.00	LF	\$8.73	\$1,956.52
37.1.1	Sawcut Curb	48.00	EA	\$18.00	\$864.00
37.1.2	Remove Existing Single Curb / Load	224.00	LF	\$3.49	\$782.52
37.1.3	Haul-Off Single Curb	1.00	LD	\$310.00	\$310.00
38	REMOVE CONCRETE SIDEWALK AND SIDEWALK RAMPS	34,281.00	SF	\$2.43	\$83,216.55
38.1	Remove Sidewalk	34,281.00	SF	\$2.43	\$83,216.55
38.1.1	Sawcut Concrete @ 4" Depth	2,136.00	LF	\$4.00	\$8,544.00
38.1.2	Remove / Load Existing Sidewalk	34,281.00	SF	\$1.56	\$53,624.12
38.1.3	Haul-Off Sidewalk	81.00	LD	\$259.86	\$21,048.43
39	REMOVE CONCRETE DRIVEWAY	11,599.00	SF	\$4.14	\$48,018.26
39.1	Remove Concrete Pavement	11,599.00	SF	\$4.14	\$48,018.26
39.1.1	Sawcut Concrete @ 9" Depth	400.00	LF	\$6.75	\$2,700.00
39.1.2	Remove / Load Existing PCCP	11,599.00	SF	\$2.91	\$33,743.65
39.1.3	Haul-Off Driveway	41.00	LD	\$282.31	\$11,574.62
40	REMOVE CONCRETE SPILLWAY	51.00	LF	\$73.16	\$3,731.39
40.1	Remove Concrete Ditch Lining	51.00	LF	\$73.16	\$3,731.39
40.1.1	Sawcut Concrete @ 9" Depth	40.00	LF	\$6.75	\$270.00
40.1.2	Remove and Load	51.00	LF	\$55.71	\$2,841.39
40.1.3	Haul-Off	2.00	LD	\$310.00	\$620.00
41	REMOVE DECORATIVE CONCRETE	612.00	SF	\$4.36	\$2,670.42
41.1	Remove Concrete Pavement	612.00	SF	\$4.36	\$2,670.42
41.1.1	Sawcut Concrete @ 9" Depth	40.00	LF	\$6.75	\$270.00

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
41.1.2	Remove / Load Existing PCCP	612.00	SF	\$2.91	\$1,780.42
41.1.3	Haul-Off Driveway	2.00	LD	\$310.00	\$620.00
42	REMOVE LIGHT POLE	61.00	EA	\$500.00	\$30,500.00
42.1	Remove Light Pole	61.00	EA	\$500.00	\$30,500.00
42.1.1	Remove Light Pole SUB	61.00	EA	\$500.00	\$30,500.00
43	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	37.00	EA	\$95.00	\$3,515.00
43.1	Remove & Salvage Traffic Sign Assembly	37.00	EA	\$95.00	\$3,515.00
44	REPLACE SIGN PANEL	1.00	EA	\$70.00	\$70.00
44.1	Replace Sign Panel SUB	1.00	EA	\$70.00	\$70.00
45	REMOVE EXISTING TURF	89,025.00	SF	\$0.88	\$78,342.00
45.1	Remove Existing Turf & Haul Off SUB	89,025.00	SF	\$0.23	\$20,475.75
45.1.1	Remove Existing Turf SUB	89,025.00	SF	\$0.23	\$20,475.75
45.1.2	Haul-Off Spoils Turf	46.00	LD	\$0.00	\$0.00
45.2	Herbicide SUB	89,025.00	SF	\$0.00	\$0.00
45.3	Round Up SUB	89,025.00	SF	\$0.65	\$57,866.25
46	REMOVE EXISTING ROCK MULCH	185.00	CY	\$159.68	\$29,540.20
46.1	Remove Existing Rock Mulch	185.00	CY	\$129.84	\$24,020.20
46.1.1	Remove Existing Rock Mulch SUB	185.00	CY	\$109.77	\$20,307.45
46.1.2	Clear & Grub	185.00	CY	\$20.07	\$3,712.75
46.2	Haul-Off Spoils Rock Mulch	16.00	LD	\$345.00	\$5,520.00
47	RELOCATE TRAFFIC SIGN, TOG DET GIL-227	12.00	EA	\$65.00	\$780.00
47.1	Relocate Traffic sign SUB	12.00	EA	\$65.00	\$780.00
48	STREET LIGHTING PULL BOX (SRP STANDARD)	48.00	EA	\$825.00	\$39,600.00
48.1	Street Lighting Pull Box SUB	48.00	EA	\$825.00	\$39,600.00
49	POLE, ROUND TAPERED (TOWN OF GILBERT STANDARD DETAIL NO. GIL-901)	48.00	EA	\$3,020.00	\$144,960.00
49.1	Street Light Pole SUB	48.00	EA	\$3,020.00	\$144,960.00
50	MAST ARM, 8'X8' (TOWN OF GILBERT DETAIL NO. GIL-921)	48.00	EA	\$975.00	\$46,800.00
50.1	Mast Arm SUB	48.00	EA	\$975.00	\$46,800.00
51	LED LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE-0-8-B5-30-A-DKBZ)	17.00	EA	\$335.00	\$5,695.00
51.1	Luminaire (GE EVOLVE-0-8-B5-30-A-DKBZ) SUB	17.00	EA	\$335.00	\$5,695.00
52	LED LUMINAIRE (HORIZONTAL MOUNT) (GE EVOLVE-0-16-B5-30-A-DKBZ)	31.00	EA	\$365.00	\$11,315.00
52.1	Luminaire (GE EVOLVE-0-16-B5-30-A-DKBZ) SUB	31.00	EA	\$365.00	\$11,315.00
53	ELECTRICAL CONDUIT 1" (W/NYLON ROPE) (TRENCH) (STREET LIGHTING)	480.00	LF	\$32.00	\$15,360.00
53.1	1" Electrical Conduit SUB	480.00	LF	\$32.00	\$15,360.00
54	ELECTRICAL CONDUIT 2.5" (W/NYLON ROPE) (TRENCH) (STREET LIGHTING)	5,067.00	LF	\$25.00	\$126,675.00
54.1	2.5" Electrical Conduit SUB	5,067.00	LF	\$25.00	\$126,675.00
55	POLE FOUNDATION (TOWN OF GILBERT STANDARD DETAIL NO. GIL-932)	48.00	EA	\$2,400.00	\$115,200.00
55.1	Pole Foundation SUB	48.00	EA	\$2,400.00	\$115,200.00
56	REMOVE PAINT STRIPE	22.00	LF	\$14.00	\$308.00
56.1	Remove Paint Stripe SUB	22.00	LF	\$14.00	\$308.00
57	4" WHITE TRAFFIC PAINT STRIPE	24,605.00	LF	\$0.24	\$5,905.20
57.1	4" White Traffic Paint Stripe SUB	24,605.00	LF	\$0.24	\$5,905.20
58	4" YELLOW TRAFFIC PAINT STRIPE	16,850.00	LF	\$0.24	\$4,044.00
58.1	4" Yellow Traffic Paint Stripe SUB	16,850.00	LF	\$0.24	\$4,044.00
59	PAINT SYMBOL (SHARED LANE MARKING)	16.00	EA	\$120.00	\$1,920.00
59.1	Paint Symbol - Shared Lane Marking SUB	16.00	EA	\$120.00	\$1,920.00
60	PAINT SYMBOL (LEFT TURN ARROW)	3.00	EA	\$70.00	\$210.00
60.1	Paint Symbol - Left Turn Arrow SUB	3.00	EA	\$70.00	\$210.00
61	PAINT SYMBOL (RIGHT TURN ARROW)	3.00	EA	\$70.00	\$210.00
61.1	Paint Symbol - Right Turn Arrow SUB	3.00	EA	\$70.00	\$210.00
62	PAINT SYMBOL (BIKE LANE MARKING SYMBOL)	30.00	EA	\$155.00	\$4,650.00
62.1	Paint Symbol - Bike Lane SUB	30.00	EA	\$155.00	\$4,650.00
63	PAINT MEDIAN BULLNOSE	2.00	EA	\$120.00	\$240.00
63.1	Paint Median Bullnose SUB	2.00	EA	\$120.00	\$240.00
64	4" WHITE THERMOPLASTIC TRAFFIC STRIPE	24,605.00	LF	\$0.65	\$15,993.25
64.1	4" White Thermoplastic Traffic Stripe SUB	24,605.00	LF	\$0.65	\$15,993.25
65	4" YELLOW THERMOPLASTIC TRAFFIC STRIPE	16,850.00	LF	\$0.65	\$10,952.50
65.1	4" Yellow Thermoplastic Traffic Stripe SUB	16,850.00	LF	\$0.65	\$10,952.50
66	THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW	3.00	EA	\$210.00	\$630.00
66.1	Thermoplastic Left Turn Symbol SUB	3.00	EA	\$210.00	\$630.00
67	THERMOPLASTIC/PREFORMED SYMBOL RIGHT TURN ARROW	3.00	EA	\$210.00	\$630.00

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
67.1	Thermoplastic Right Turn Symbol SUB	3.00	EA	\$210.00	\$630.00
68	THERMOPLASTIC/PREFORMED SYMBOL (SHARED LANE MARKING)	16.00	EA	\$265.00	\$4,240.00
68.1	Thermoplastic Shared Lane Symbol SUB	16.00	EA	\$265.00	\$4,240.00
69	THERMOPLASTIC/PREFORMED SYMBOL (BIKE LANE MARKING SYMBOL)	30.00	EA	\$265.00	\$7,950.00
69.1	Thermoplastic Bike Lane Symbol SUB	30.00	EA	\$265.00	\$7,950.00
70	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	209.00	EA	\$4.25	\$888.25
70.1	Type D RPM SUB	209.00	EA	\$4.25	\$888.25
71	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)	212.00	EA	\$4.25	\$901.00
71.1	Type G RPM SUB	212.00	EA	\$4.25	\$901.00
72	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE H, YELLOW, 1-WAY)	354.00	EA	\$4.25	\$1,504.50
72.1	Type H RPM SUB	354.00	EA	\$4.25	\$1,504.50
73	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE BB, BLUE, 2-WAY)	24.00	EA	\$10.00	\$240.00
73.1	Type BB RPM SUB	24.00	EA	\$10.00	\$240.00
74	PERFORATED SIGN POST, TOG DET GIL-227	357.00	LF	\$9.71	\$3,466.47
74.1	Perforated Sign Post SUB	357.00	LF	\$9.71	\$3,466.47
75	PERFORATED SIGN POST FOUNDATION, TOG DET GIL-227	34.00	EA	\$185.00	\$6,290.00
75.1	Perforated Sign Post Foundation SUB	34.00	EA	\$185.00	\$6,290.00
76	FLAT SHEET ALUMINUM SIGN PANEL, DIAMOND GRADE	321.00	SF	\$19.60	\$6,291.60
76.1	Aluminum Sign Panel SUB	321.00	SF	\$19.60	\$6,291.60
77	PAINT SYMBOL (RAILROAD MARKING SYMBOL)	2.00	EA	\$265.00	\$530.00
77.1	Paint RR Symbol SUB	2.00	EA	\$265.00	\$530.00
78	THERMOPLASTIC/PREFORMED SYMBOL (RAILROAD MARKING SYMBOL)	2.00	EA	\$650.00	\$1,300.00
78.1	Thermoplastic RR Symbol SUB	2.00	EA	\$650.00	\$1,300.00
79	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) (FIESTA BLVD)	4.00	EA	\$5,555.00	\$22,220.00
79.1	Internally Illuminated Street Sign SUB	4.00	EA	\$5,555.00	\$22,220.00
80	AUDIBLE PEDESTRIAN PUSH BUTTON W/ SIGN (CAMPBELL GUARDIAN)	8.00	EA	\$1,200.00	\$9,600.00
80.1	Ped Push Button w/Sign SUB	8.00	EA	\$1,200.00	\$9,600.00
81	FURNISH AND INSTALL IMSA CONDUCTORS (FIESTA BLVD)	1.00	LS	\$22,000.00	\$22,000.00
81.1	Furnish & Install IMSA Conductors SUB	1.00	LS	\$22,000.00	\$22,000.00
82	SCH. 40 PVC ELECTRICAL CONDUIT, 2" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	70.00	LF	\$55.00	\$3,850.00
82.1	2" Sch 40 Conduit - Traffic Signal SUB	70.00	LF	\$55.00	\$3,850.00
83	SCH. 40 PVC ELECTRICAL CONDUIT, 2-3" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	70.00	LF	\$80.00	\$5,600.00
83.1	(2) 3" Sch 40 Conduit - Traffic Signal SUB	70.00	LF	\$80.00	\$5,600.00
84	SCH. 40 PVC ELECTRICAL CONDUIT, 4" (TRAFFIC SIGNAL)(TRENCHING), TOG DET GIL-831 AND GIL-841	35.00	LF	\$68.00	\$2,380.00
84.1	4" Sch 40 Conduit - Traffic Signal SUB	35.00	LF	\$68.00	\$2,380.00
85	2 INCH PVC FIBER OPTIC CONDUIT TOG DET GIL-831 (TRENCH)	40.00	LF	\$46.00	\$1,840.00
85.1	2" PVC Fiber Optic Conduit SUB	40.00	LF	\$46.00	\$1,840.00
86	4-1 1/4 INCH MULTI-DUCT HDPE FIBER OPTIC CONDUIT (DIRECTIONAL DRILL)	4,690.00	LF	\$46.50	\$218,085.00
86.1	(4) 1.25" PVC Fiber Optic Conduit SUB	4,690.00	LF	\$46.50	\$218,085.00
87	4 INCH PVC FIBER OPTIC CONDUIT (DIRECTIONAL DRILL)	4,690.00	LF	\$46.50	\$218,085.00
87.1	4" PVC Fiber Optic Conduit SUB	4,690.00	LF	\$46.50	\$218,085.00
88	REMOVE PULL BOX	2.00	EA	\$300.00	\$600.00
88.1	Remove Pull Box SUB	2.00	EA	\$300.00	\$600.00
89	NO. 7 PULL BOX, TOG DET GIL-842 AND GIL-843	2.00	EA	\$1,500.00	\$3,000.00
89.1	No 7 Pull Box SUB	2.00	EA	\$1,500.00	\$3,000.00
90	ITS TYPE NO. 7 PULL BOX TOG DET GIL-841	7.00	EA	\$1,500.00	\$10,500.00
90.1	ITS No 7 Pull Box SUB	7.00	EA	\$1,500.00	\$10,500.00
91	ITS TYPE NO. 9 VAULT TOG DET GIL-844	3.00	EA	\$8,600.00	\$25,800.00
91.1	ITS No 9 Pull Box SUB	3.00	EA	\$8,600.00	\$25,800.00
92	REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON'S (FIESTA BLVD)	1.00	LS	\$2,700.00	\$2,700.00
92.1	Remove & Salvage Ped Push Buttons SUB	1.00	LS	\$2,700.00	\$2,700.00
93	PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805	5.00	EA	\$650.00	\$3,250.00
93.1	Pedestrian Push Button SUB	5.00	EA	\$650.00	\$3,250.00
94	POLE FOUNDATION, TYPE PB (PUSH BUTTON), TOG DET GIL-805	5.00	EA	\$950.00	\$4,750.00
94.1	Push Button Foundation SUB	5.00	EA	\$950.00	\$4,750.00
95	PAINT PEDESTRIAN PUSH BUTTON POST, TOG DET GIL-805 (TNE MEC – SERIES 1075U DARKBRONZE 86BR)	5.00	EA	\$850.00	\$4,250.00
95.1	Paint Push Button Post SUB	5.00	EA	\$850.00	\$4,250.00
96	SURVEY MARKER, MAG DET 120, TYPE B	17.00	EA	\$200.00	\$3,400.00
96.1	Survey Monument Mag Dtl 120- Type B	17.00	EA	\$200.00	\$3,400.00
97	SURVEY MARKER, MAG DET 120, TYPE A	1.00	EA	\$550.00	\$550.00
97.1	Survey Monument Mag Dtl 120- Type A	1.00	EA	\$550.00	\$550.00

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
98	LANDSCAPE ESTABLISHMENT - 120 DAYS	1.00	LS	\$13,984.96	\$13,984.96
98.1	Landscape Establishment - 120 Days SUB	1.00	LS	\$13,984.96	\$13,984.96
99	SHRUBS - 1 GAL	582.00	EA	\$10.48	\$6,099.36
99.1	1 Gallon Shrubs SUB	582.00	EA	\$10.48	\$6,099.36
100	SHRUBS - 5 GAL	2,340.00	EA	\$26.74	\$62,571.60
100.1	5 Gallon Shrubs SUB	2,340.00	EA	\$26.74	\$62,571.60
101	DECOMPOSED GRANITE, 3/4" SCREENED, MADISON GOLD	12,909.00	SY	\$6.60	\$85,199.40
101.1	1" Madison Gold DG SUB	12,909.00	SY	\$6.60	\$85,199.40
102	DECOMPOSED GRANITE, MATCH EXISTING SIZE & COLOR	1,385.00	SY	\$8.73	\$12,091.05
102.1	DG Sub - Match Existing	1,385.00	SY	\$8.73	\$12,091.05
103	LANDSCAPE / IRRIGATION RESTORATION	3,028.00	SY	\$26.90	\$81,448.04
103.1	Landscape/Irrigation Restoration SUB	3,028.00	SY	\$16.79	\$50,840.12
103.2	Valve Wiring and Retrofit	1.00	LS	\$4,950.00	\$4,950.00
103.3	Turf Restoration	2,124.00	SY	\$12.08	\$25,657.92
104	2" SCHEDULE 40 PVC IRRIGATION SLEEVE	70.00	LF	\$13.33	\$933.10
104.1	2" PVC Irrigation Sleeve SUB	70.00	LF	\$13.33	\$933.10
105	4" SCHEDULE 40 PVC IRRIGATION SLEEVE	144.00	LF	\$17.07	\$2,458.08
105.1	4" PVC Irrigation Sleeve SUB	144.00	LF	\$17.07	\$2,458.08
106	1" PVC IRRIGATION PIPE, SCHEDULE 40	7,381.00	LF	\$3.06	\$22,585.86
106.1	1" PVC Irrigation Pipe SUB	7,381.00	LF	\$3.06	\$22,585.86
107	3/4" PVC IRRIGATION PIPE, SCHEDULE 40	4,921.00	LF	\$3.06	\$15,058.26
107.1	3/4" Irrigation Pipe SUB	4,921.00	LF	\$3.06	\$15,058.26
108	2" PVC IRRIGATION PIPE, SCHEDULE 40	410.00	LF	\$6.43	\$2,636.30
108.1	2" PVC Irrigation Pipe SUB	410.00	LF	\$6.43	\$2,636.30
109	RAIN BIRD XCZ-101-PRF DRIP CONTROL VALVE KIT, 1"	35.00	EA	\$303.93	\$10,637.55
109.1	Rain Bird 1" Drip Control Valve Kit SUB	35.00	EA	\$303.93	\$10,637.55
110	FLUSH END CAP	93.00	EA	\$12.99	\$1,208.07
110.1	Flush End Cap SUB	93.00	EA	\$12.99	\$1,208.07
111	RAIN BIRD EMT 6XERI 6 OUTLET MANIFOLD WITH XERI BUG EMITTER	690.00	EA	\$32.98	\$22,756.20
111.1	Rain Bird 6 Outlet Manifold SUB	690.00	EA	\$32.98	\$22,756.20
112	CONCRETE SCUPPER, MAG DET 206, S/W=6', 1-4' CURB OPENING	2.00	EA	\$4,401.37	\$8,802.75
112.1	Grade for Scupper	192.00	SF	\$10.08	\$1,935.60
112.2	Scupper Mag Dtl 206 L=4' S/W=6"	2.00	EA	\$3,433.57	\$6,867.14
112.2.1	Purchase - Material Mag Dtl 206 L=4'	2.00	EA	\$1,268.80	\$2,537.60
112.2.2	FPS Scupper Mag Dtl 206 L=4'	2.00	EA	\$2,164.77	\$4,329.54
113	CONCRETE SCUPPER SPILLWAY, MAG DET 206, 1-4' CURB OPENING	19.00	LF	\$110.14	\$2,092.65
113.1	Excavate / Grade for Spillways	95.00	SF	\$4.51	\$428.83
113.2	Spillways	95.00	SF	\$15.27	\$1,451.06
113.2.1	Purchase - Material	95.00	SF	\$3.50	\$332.67
113.2.2	FPS Spillways	95.00	SF	\$11.77	\$1,118.39
113.3	Backfill Spillways	38.00	LF	\$5.60	\$212.77
114	CONCRETE SCUPPER, MAG DET 206, W=4' MODIFIED PER SPECIAL DETAIL	4.00	EA	\$4,584.45	\$18,337.79
114.1	Grade for Scupper	240.00	SF	\$10.08	\$2,419.50
114.2	Scupper Mag Dtl 206 L=4' S/W=6"	4.00	EA	\$3,979.57	\$15,918.29
114.2.1	Purchase - Material Mag Dtl 206 L=4'	4.00	EA	\$1,814.80	\$7,259.20
114.2.2	FPS Scupper Mag Dtl 206 L=4'	4.00	EA	\$2,164.77	\$8,659.09
115	INSTALL PORTION OF CATCH BASIN PER SPECIAL DETAIL	3.00	EA	\$4,249.76	\$12,749.29
115.1	Catch Basin	3.00	EA	\$4,249.76	\$12,749.29
115.1.1	Backfill	3.00	EA	\$194.60	\$583.80
115.1.2	Install - Catch Basin	3.00	EA	\$4,055.16	\$12,165.49
116	REMOVE AND REPLACE EXISTING WATER VALVE	19.00	EA	\$4,724.63	\$89,767.99
116.1	Purchase Valve Blocking Material	19.00	EA	\$100.25	\$1,904.75
116.2	Install Valve & Blocking	19.00	EA	\$3,860.96	\$73,358.24
116.3	Adjust Valve	19.00	EA	\$295.00	\$5,605.00
116.4	Trench Safety	19.00	EA	\$200.00	\$3,800.00
116.5	Backfill Material	170.00	TN	\$30.00	\$5,100.00
117	REMOVE TEE AND REPLACE WATER PIPE	1.00	EA	\$8,414.79	\$8,414.79
117.1	R&R 12" Water Line	1.00	EA	\$8,414.79	\$8,414.79
117.1.1	Purchase ABC	7.30	TN	\$26.04	\$190.12
117.1.2	Pothole	3.00	EA	\$344.00	\$1,032.00
117.1.3	Dig/Lay/Backfill - Incl. Removal of Existing	10.00	LF	\$667.98	\$6,679.84

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
117.1.4	Test	90.00	LF	\$2.59	\$232.83
117.1.5	Haul-Off	1.00	LD	\$280.00	\$280.00
118	CONSTRUCTION STAKES, LINES AND GRADES	1.00	LS	\$25,920.00	\$25,920.00
118.1	Survey, RLS	1.00	LS	\$25,920.00	\$25,920.00
119	CONTRACTOR QUALITY CONTROL	1.00	LS	\$101,164.00	\$101,164.00
119.1	Field Technician	1,024.00	HR	\$60.00	\$61,440.00
119.2	Professional Engineer	24.00	HR	\$136.00	\$3,264.00
119.3	Project Manager	36.00	HR	\$96.00	\$3,456.00
119.4	Administration	73.00	HR	\$38.00	\$2,774.00
119.5	Trip Charge	159.00	EA	\$0.00	\$0.00
119.6	Proctor, Standard Compaction Test	13.00	EA	\$125.00	\$1,625.00
119.7	Sieve Analysis	67.00	EA	\$110.00	\$7,370.00
119.8	Plasticity Index	62.00	EA	\$90.00	\$5,580.00
119.9	Specific Gravity Coarse Aggregates	5.00	EA	\$180.00	\$900.00
119.10	Cylinder Pick Up	38.00	EA	\$0.00	\$0.00
119.11	Concrete Compressive Strength (Set of 4)	38.00	EA	\$60.00	\$2,280.00
119.12	Marshall Density	25.00	EA	\$100.00	\$2,500.00
119.13	Theoretical Max Density	25.00	EA	\$100.00	\$2,500.00
119.14	% Asphalt Binder	25.00	EA	\$150.00	\$3,750.00
119.15	Core Rig Equipment	6.00	DY	\$400.00	\$2,400.00
119.16	Core Thickness & Density	25.00	EA	\$25.00	\$625.00
119.17	Fractured Face	5.00	EA	\$140.00	\$700.00
120	PUBLIC INFORMATION AND NOTIFICATION	1.00	LS	\$19,176.40	\$19,176.40
120.1	Project Signs	1.00	EA	\$1,176.40	\$1,176.40
120.2	Public Relations Firm	9.00	MO	\$2,000.00	\$18,000.00
121	MOBILIZATION/DEMOLITION	1.00	LS	\$263,870.84	\$263,870.84
121.1	HCC Equipment Mob	58.00	LD	\$770.71	\$44,700.96
121.2	CTB Sub Mob	2.00	EA	\$2,500.00	\$5,000.00
121.3	Milling Sub Mob	8.00	EA	\$850.00	\$6,800.00
121.4	Paving Sub Mob Mainline Crew	10.00	EA	\$2,600.00	\$26,000.00
121.5	Striping Mob	6.00	EA	\$2,200.00	\$13,200.00
121.6	Landscaping Sub Mob	1.00	LS	\$2,700.00	\$2,700.00
121.7	Electrical Sub Mob	1.00	LS	\$95,000.00	\$95,000.00
121.8	Sawcut Sub Mob	1.00	LS	\$1,200.00	\$1,200.00
121.9	Set-Up, Temp Facilities/Yard	1.00	LS	\$23,952.44	\$23,952.44
121.10	Clean - Up	2.00	DY	\$4,958.72	\$9,917.44
121.11	Paving Mobilization - Patch Crew	4.00	EA	\$2,600.00	\$10,400.00
121.12	Subcontractor Bond	1.00	LS	\$25,000.00	\$25,000.00
122	CLEARING AND GRUBBING	1.00	LS	\$5,000.00	\$5,000.00
122.1	Site Clearing & Grubbing	1.00	LS	\$5,000.00	\$5,000.00
123	MAINTENANCE OF TRAFFIC	1.00	LS	\$147,047.84	\$147,047.84
123.1	Per Setup (Awarded Per Day Price)	1.00	LS	\$0.00	\$0.00
123.2	Per Day	1.00	LS	\$147,047.84	\$147,047.84
123.2.1	Traffic Control Per Calendar Day	302.00	DY	\$450.00	\$135,900.00
123.2.2	Shadow Truck	22.00	DY	\$906.72	\$11,147.84
124	RAILROAD FLAGGING	1.00	LS	\$34,776.00	\$34,776.00
124.1	Railroad Flagging Allowance SUB	27.00	DY	\$1,288.00	\$34,776.00
125	R&R 60" CIPP WITH RGRCP (SRP JOB NO. 2200083)	243.00	LF	\$788.00	\$191,483.31
125.1	Remove Existing 60" Pipe	243.00	LF	\$304.12	\$73,901.35
125.1.1	Pothole Utilities	3.00	EA	\$533.65	\$1,600.94
125.1.2	Sawcut Existing Pipe	6.00	EA	\$560.00	\$3,360.00
125.1.3	Excavate Existing Pipe	776.96	CY	\$69.01	\$53,621.67
125.1.4	Haul-Off Spoils	41.93	LD	\$205.00	\$8,596.39
125.1.5	Haul-Off Concrete Pipe	16.13	LD	\$330.00	\$5,322.35
125.1.6	Trench Safety, by Day	5.00	DY	\$280.00	\$1,400.00
125.2	60" RGRCP	243.00	LF	\$279.29	\$67,866.28
125.2.1	60" RGRCP	243.00	LF	\$279.29	\$67,866.28
125.3	Pipe Collar, SRP Structural	6.00	EA	\$6,119.28	\$36,715.68
125.3.1	Purchase Materials	6.00	EA	\$1,391.40	\$8,348.40
125.3.2	Install Pipe Collar	6.00	EA	\$4,727.88	\$28,367.28
125.4	Vac Truck	52.00	HR	\$250.00	\$13,000.00

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
126	R&R 54" CIPP WITH RGRCP (SRP JOB NO. 2200083)	274.00	LF	\$587.42	\$160,952.41
126.1	Remove Existing 54" Pipe	274.00	LF	\$216.83	\$59,411.96
126.1.1	Pothole Utilities	2.00	EA	\$533.65	\$1,067.30
126.1.2	Sawcut Existing Pipe	4.00	EA	\$515.00	\$2,060.00
126.1.3	Excavate Existing Pipe	775.19	CY	\$50.05	\$38,800.80
126.1.4	Haul-Off Spoils	42.68	LD	\$205.00	\$8,750.10
126.1.5	Haul-Off Concrete Pipe	16.89	LD	\$285.00	\$4,813.77
126.1.6	Trench Safety, by Day	14.00	DY	\$280.00	\$3,920.00
126.2	54" RGRCP	274.00	LF	\$244.76	\$67,063.33
126.2.1	54" RGRCP	274.00	LF	\$244.76	\$67,063.33
126.3	Pipe Collar, SRP Structural (48" - 54") (no exc/bf)	4.00	EA	\$6,119.28	\$24,477.12
126.3.1	Purchase Materials	4.00	EA	\$1,391.40	\$5,565.60
126.3.2	Install Pipe Collar	4.00	EA	\$4,727.88	\$18,911.52
126.4	Vac Truck	40.00	HR	\$250.00	\$10,000.00
127	R&R 36" CIPP WITH RGRCP (SRP JOB NO. 2200083)	80.00	LF	\$546.05	\$43,683.79
127.1	Remove Existing 36" Pipe	80.00	LF	\$147.18	\$11,774.28
127.1.1	Pothole Utilities	1.00	EA	\$533.65	\$533.65
127.1.2	Sawcut Existing Pipe	2.00	EA	\$288.00	\$576.00
127.1.3	Excavate Existing Pipe	138.10	CY	\$54.47	\$7,521.76
127.1.4	Haul-Off Spoils	8.40	LD	\$205.00	\$1,722.00
127.1.5	Haul-Off Concrete Pipe	2.61	LD	\$330.00	\$860.87
127.1.6	Trench Safety, by Day (Delete One!)	2.00	DY	\$280.00	\$560.00
127.2	36" RGRCP	80.00	LF	\$324.72	\$25,977.72
127.2.1	36" RGRCP	80.00	LF	\$324.72	\$25,977.72
127.3	36" Pipe Collar, SRP Structural (no exc/bf)	2.00	EA	\$1,965.90	\$3,931.80
127.3.1	Purchase Materials	2.00	EA	\$781.74	\$1,563.48
127.3.2	Install Pipe Collar	2.00	EA	\$1,184.16	\$2,368.32
127.4	Vac Truck	8.00	HR	\$250.00	\$2,000.00
128	R&R 24" CIPP WITH RGRCP (SRP JOB NO. 2200083)	75.00	LF	\$503.72	\$37,778.70
128.1	Remove Existing 24" Pipe	75.00	LF	\$149.33	\$11,199.43
128.1.1	Pothole Utilities	1.00	EA	\$533.65	\$533.65
128.1.2	Sawcut Existing Pipe	2.00	EA	\$220.00	\$440.00
128.1.3	Excavate Existing Pipe	95.38	CY	\$78.86	\$7,521.76
128.1.4	Haul-Off Spoils	6.52	LD	\$205.00	\$1,336.96
128.1.5	Haul-Off Concrete Pipe	2.45	LD	\$330.00	\$807.07
128.1.6	Trench Safety, by Day (Delete One!)	2.00	DY	\$280.00	\$560.00
128.2	24" RGRCP	75.00	LF	\$252.51	\$18,938.48
128.2.1	24" RGRCP	75.00	LF	\$252.51	\$18,938.48
128.3	24" Pipe Collar, SRP Structural (no exc/bf)	2.00	EA	\$1,820.40	\$3,640.80
128.3.1	Purchase Materials	2.00	EA	\$636.24	\$1,272.48
128.3.2	Install Pipe Collar	2.00	EA	\$1,184.16	\$2,368.32
128.4	Vac Truck	16.00	HR	\$250.00	\$4,000.00
129	R&R EXISTING MANHOLE (SRP JOB NO. 2200083)	1.00	EA	\$16,133.78	\$16,133.78
129.1	Remove Existing Manhole	1.00	EA	\$1,768.52	\$1,768.52
129.1.1	Pothole Utilities	1.00	EA	\$533.65	\$533.65
129.1.2	Excavate Existing MH	3.20	CY	\$68.77	\$219.87
129.1.3	Haul-Off Spoils	1.00	LD	\$205.00	\$205.00
129.1.4	Haul-Off Concrete Pipe	1.00	LD	\$330.00	\$330.00
129.1.5	Trench Safety, by Day	3.00	DY	\$160.00	\$480.00
129.2	Manhole, 4 Sided, 10 vft	1.00	EA	\$14,365.26	\$14,365.26
129.2.1	Purchase Materials	1.00	EA	\$4,645.58	\$4,645.58
129.2.2	FPS - Manhole, 4 Sided	1.00	EA	\$9,719.68	\$9,719.68
130	SRP WELL SITE MANHOLE AND LATERAL	1.00	LS	\$79,562.05	\$79,562.05
130.1	Remove Existing 54" Pipe	19.00	LF	\$288.15	\$5,474.77
130.1.1	Pothole Utilities	1.00	EA	\$533.65	\$533.65
130.1.2	Sawcut Existing Pipe	2.00	EA	\$515.00	\$1,030.00
130.1.3	Excavate Existing Pipe	53.75	CY	\$50.05	\$2,690.57
130.1.4	Haul-Off Spoils	2.96	LD	\$205.00	\$606.76
130.1.5	Haul-Off Concrete Pipe	1.17	LD	\$285.00	\$333.80
130.1.6	Trench Safety, by Day (Delete One!)	1.00	DY	\$280.00	\$280.00
130.2	MH, 4-sided, 7 vft	1.00	EA	\$13,179.96	\$13,179.96

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
130.2.1	Purchase Materials	1.00	EA	\$3,835.24	\$3,835.24
130.2.2	FPS - Manhole, 4 Sided	1.00	EA	\$8,504.72	\$8,504.72
130.2.3	Trench Safety, by Day	3.00	DY	\$280.00	\$840.00
130.3	OTMH 1, 4-sided, 10 vft	1.00	EA	\$14,326.45	\$14,326.45
130.3.1	Excavate/Backfill MH	44.00	CY	\$69.64	\$3,064.08
130.3.2	Purchase Materials	1.00	EA	\$2,757.65	\$2,757.65
130.3.3	FPS - Manhole, 4 Sided	1.00	EA	\$8,504.72	\$8,504.72
130.4	24" RGRCP Lateral	96.00	LF	\$240.92	\$23,127.93
130.4.1	24" RGRCP	96.00	LF	\$240.92	\$23,127.93
130.5	48" RGRCP Stub out (East)	1.00	EA	\$11,141.68	\$11,141.68
130.5.1	48" RGRCP	8.00	LF	\$627.80	\$5,022.40
130.5.2	Pipe Collar, SRP Structural (48" - 54") (no exc/bf)	1.00	EA	\$6,119.28	\$6,119.28
130.6	54" RCRCPC Connect to Existing (West)	1.00	EA	\$11,189.52	\$11,189.52
130.6.1	54" RGRCP	8.00	LF	\$633.78	\$5,070.24
130.6.2	Pipe Collar, SRP Structural (48" - 54") (no exc/bf)	1.00	EA	\$6,119.28	\$6,119.28
130.7	R&R Sidewalk	120.00	SF	\$9.35	\$1,121.73
130.7.1	Remove Sidewalk	120.00	SF	\$2.58	\$309.19
130.7.2	Concrete Sidewalk, MAG Det 230 - Mod 6" Thick	120.00	SF	\$6.77	\$812.54
131	STORM WATER POLLUTION PROTECTION PLAN (SWPPP)	1.00	LS	\$28,222.55	\$28,222.55
131.1	SWPPP Sub Mobilization	1.00	EA	\$0.00	\$0.00
131.2	SWPPP, Prevention Plan	1.00	EA	\$1,400.00	\$1,400.00
131.3	Generate and Install SWPPP Dust Sign	1.00	EA	\$660.00	\$660.00
131.4	Bi-Weekly Inspections	39.00	EA	\$170.00	\$6,630.00
131.5	Install Hydro sock	3,200.00	LF	\$2.30	\$7,360.00
131.6	Install Inlet Protection	30.00	EA	\$90.00	\$2,700.00
131.7	Provide Spill Kit	1.00	EA	\$525.00	\$525.00
131.8	Track out	1.00	EA	\$7,747.55	\$7,747.55
131.9	Concrete Wash Out	1.00	EA	\$1,200.00	\$1,200.00
132	CONSTRUCTION WATER	9.00	MO	\$7,023.11	\$63,208.00
132.1	Construction Water Town of Gilbert	9.00	MO	\$4,911.11	\$44,200.00
132.2	Klein Tanks	9.00	MO	\$2,112.00	\$19,008.00
133	CONSTRUCTION FIELD LAYOUT (GPS)	9.00	MO	\$1,213.33	\$10,920.00
133.1	GPS Model	1.00	LS	\$3,000.00	\$3,000.00
133.2	GPS Station	9.00	MO	\$880.00	\$7,920.00
134	PICK-UP BROOM JOBSITE MAINTENANCE	396.00	HR	\$120.00	\$47,520.00
134.1	Sweeper - Pick-up Broom	396.00	HR	\$120.00	\$47,520.00
135	POTHOLING	1.00	LS	\$47,250.00	\$47,250.00
135.1	Pothole Utilities	135.00	EA	\$350.00	\$47,250.00
136	JOBSITE DUST CONTROL	1.00	LS	\$36,878.23	\$36,878.23
136.1	Dust Control Permit (Maricopa,) over 10 acres	1.00	EA	\$3,855.00	\$3,855.00
136.2	Water Truck (Miscellaneous Dust Control)	9.00	MO	\$3,669.25	\$33,023.23
137	ONSITE OVERHEAD	9.00	MO	\$80,669.50	\$726,025.46
137.1	Supervision	9.00	MO	\$66,638.35	\$599,745.17
137.2	Temp Facilities	9.00	MO	\$8,805.00	\$79,245.00
137.3	Equipment Service	9.00	MO	\$5,226.14	\$47,035.30
138	REMOVE CONCRETE CAP OVER BOX CULVERT ALLOWANCE	70.00	CY	\$104.18	\$7,292.29
138.1	Hard Dig Allowance w/Breaker - 20' x 3'	70.00	CY	\$104.18	\$7,292.29
139	JERSEY BARRIER - ROADWAY EXCAVATION ALLOWANCE (KOKOPELLI BOX)	1.00	LS	\$21,440.00	\$21,440.00
139.1	Jersey Barrier - 150 LF	6.00	DY	\$3,573.33	\$21,440.00
140	OFF-DUTY OFFICER ALLOWANCE	600.00	HR	\$96.00	\$57,600.00
140.1	Off-Duty Officer Allowance	600.00	HR	\$96.00	\$57,600.00
141	MISC PERMITS (ALLOWANCE)	1.00	LS	\$10,000.00	\$10,000.00
141.1	RR Permit Allowance	1.00	EA	\$5,000.00	\$5,000.00
141.2	SRP Permit Allowance	1.00	LS	\$5,000.00	\$5,000.00
142	SRP BYPASS PUMPING ALLOWANCE	1.00	LS	\$306,757.64	\$306,757.64
142.1	Irrigation By-Pass Pumping East of McQueen	56.00	DY	\$2,852.48	\$159,738.82
142.1.1	Equipment Rental (2 12" and 2 8" Pumps) (1 - 18") 1330 LF	56.00	DY	\$904.50	\$50,652.00
142.1.2	Setup/Down & Fees	1.00	EA	\$22,880.00	\$22,880.00
142.1.3	Fuel Consumption Burn @ 5gal/hr (24hr x 5 x \$5.00/gal x 3ea)	28.00	DY	\$600.00	\$16,800.00
142.1.4	Pump Watch	28.00	DY	\$1,560.00	\$43,680.00
142.1.5	HCC Set-up & Support	1.50	DY	\$2,289.60	\$3,434.40

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
142.1.6	Maintenance Service @ 150hr/ea @ \$500.00ea	14.00	EA	\$500.00	\$7,000.00
142.1.7	Install and Remove Road Crossing	1.00	EA	\$15,292.42	\$15,292.42
142.2	Irrigation By-Pass Pumping West of McQueen	56.00	DY	\$2,625.34	\$147,018.82
142.2.1	Equipment Rental (2 12" and 2 8" Pumps) (1-18") 285 LF	56.00	DY	\$769.50	\$43,092.00
142.2.2	Setup/Down & Fees	1.00	EA	\$17,720.00	\$17,720.00
142.2.3	Fuel Consumption Burn @ 5gal/hr (24hr x 5 x \$5.00/gal x 3ea)	28.00	DY	\$600.00	\$16,800.00
142.2.4	Pump Watch	28.00	DY	\$1,560.00	\$43,680.00
142.2.5	HCC Set-up & Support	1.50	DY	\$2,289.60	\$3,434.40
142.2.6	Maintenance Service @ 150hr/ea @ \$500.00ea	14.00	EA	\$500.00	\$7,000.00
142.2.7	Install and Remove Road Crossing	1.00	EA	\$15,292.42	\$15,292.42
143	CTB ALLOWANCE FOR CEMENT > 4%	1.00	LS	\$18,576.00	\$18,576.00
143.1	CTB ALLOWANCE FOR CEMENT > 4%	1.00	LS	\$18,576.00	\$18,576.00
144	PRICE ESCALATION CONTINGENCY	1.00	LS	\$191,628.00	\$191,628.00
144.1	Asphalt Material Price Index Adjustment	1.00	LS	\$113,000.00	\$113,000.00
144.2	Concrete Material Escalation	1.00	LS	\$30,595.00	\$30,595.00
144.3	Concrete Material Fuel Surcharge	1.00	LS	\$20,397.00	\$20,397.00
144.4	Aggregate Material Escalation	1.00	LS	\$27,636.00	\$27,636.00
145	CONTRACTORS CONTINGENCY (1%)	1.00	LS	\$90,000.00	\$90,000.00
146	OWNERS CONTINGENCY (5%)	1.00	LS	\$448,600.00	\$448,600.00
147	Purchase Materials Water Valve (95% CM Bid Item 107 Remove and Replace Existing Water Valve)	20.00	EA	\$3,754.09	\$75,081.77
147.1	Purchase 12" Valve	9.00	EA	\$5,139.20	\$46,252.78
147.2	Purchase 8" Valve	8.00	EA	\$3,019.32	\$24,154.58
147.3	Purchase 6" Valve	3.00	EA	\$1,558.14	\$4,674.41
148	Purchase Materials 12" Remove Tee & Replace (95% CM Bid Item 108 Remove Tee and Replace Water Pipe)	1.00	LS	\$2,604.80	\$2,604.80
148.1	Purchase 12" Pipe & Fittings Complete	1.00	EA	\$2,604.80	\$2,604.80
149	Purchase Material 12" Water Vertical Re-Alignment Material (New Item Not in 95% CM per SRP Preliminary Well Site Plans)	1.00	LS	\$5,903.00	\$5,903.00
149.1	Purchase 12" Pipe & Fittings Complete - Well Site	36.00	LF	\$163.97	\$5,903.00
150	Purchase 60" Class V RGRCP	243.00	LF	\$354.29	\$86,091.60
150.1	Purchase 60" RGRCP (Includes 6 Additional Joints For Adjustments in the Field)	296.00	LF	\$290.85	\$86,091.60
151	Purchase 54" Class V RGRCP	296.00	LF	\$262.95	\$77,834.40
151.1	Purchase 54" RGRCP (Includes 4 Additional Joints For Adjustments in the Field)	296.00	LF	\$237.30	\$70,240.80
151.2	Purchase 54" RGRCP For SRP Well Site Modifications (Includes 2 Additional Joints For Adjustments in the Field)	32.00	LF	\$237.30	\$7,593.60
152	Purchase Material 24" Class V RGRCP	256.00	LF	\$63.16	\$16,170.00
152.1	Purchase 24" RGRCP (Includes 2 Additional Joints For Adjustments in the Field)	176.00	LF	\$57.75	\$10,164.00
152.2	Purchase 24" RGRCP For SRP Well Site Modifications (Includes 1 Additional Joints For Adjustments in the Field)	104.00	LF	\$57.75	\$6,006.00
					\$9,965,712.16

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

BOND# 107709846

KNOW ALL MEN BY THESE PRESENTS:

That, HUNTER CONTRACTING CO. (hereinafter "Principal"), and
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation organized and existing under the
laws of the State of CONNECTICUT, duly licensed in and holding a certificate of authority to
transact surety business in the State of Arizona issued by the Director of the department of Insurance
pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound
unto Town of Gilbert, County of Maricopa, State of Arizona in the amount of
TWO HUNDRED NINETY ONE THOUSAND, ONE HUNDRED FIFTY & 00/100 Dollars (\$ 291,150.00), for the payment of which,
the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with Town of Gilbert, entitled
GUADALUPE ROAD - ARIZONA TO MCQUEEN CIP NO: ST1770

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 agreements 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 the guaranty required under the Contract, and also performs
and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized
modifications of the Contract that may hereinafter be made, notice of which modifications to the
Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

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.

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S.
Section 7-101 are satisfied.

Witness our hands this 21ST day of NOVEMBER, 20 22.



HUNTER CONTRACTING CO.

PRINCIPAL SEAL

By *Chang*



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

SURETYSEAL

By *Christina V. Shiner*
CHRISTINA V. SHRINER, ATTORNEY-IN-FACT

Address of Surety:

ONE TOWER SQUARE

HARTFORD, CT 06183

PASSEY BOND CO INC.

AGENT OF RECORD

28 NORTH CENTER ST., MESA, AZ 85201

AGENT ADDRESS

* attach Power of Attorney

LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

BOND# 107709846

KNOW ALL MEN BY THESE PRESENTS:

That, HUNTER CONTRACTING CO. (hereinafter
"Principal"), as Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a Corporation
organized and existing under the laws of the State of CONNECTICUT, duly licensed in and holding
a certificate of authority to transact surety business in the State of Arizona issued by the Director of the
Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are
held and firmly bound unto Town of Gilbert, County of Maricopa, State of Arizona in the amount of
TWO HUNDRED NINETY ONE THOUSAND, ONE HUNDRED FIFTY ^{& 00/100} Dollars (\$ 291,150.00), for the payment of which
the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with Town of
Gilbert, entitled GUADALUPE ROAD- ARIZONA TO MCQUEEN CIP NO: ST1770.

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 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined
in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona
Revised Statutes, to the extent as if it were copied at length in this Agreement.

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.

This Bond shall not be executed by an individual surety or sureties, even if the
requirements of A.R.S. Section 7-101 are satisfied.



Witness our hands this 21ST day of NOVEMBER, 2022.



HUNTER CONTRACTING CO.

PRINCIPAL SEAL

By *Chingul*

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

SURETY SEAL

By *Christina V. Shriner*

CHRISTINA V. SHRINER, ATTORNEY-IN-FACT

Address of Surety:

ONE TOWER SQUARE

HARTFORD, CT 06183

PASSEY BOND CO INC.

AGENT OF RECORD

28 NORTH CENTER ST., MESA, AZ 85201

AGENT ADDRESS

* Attach Power of Attorney



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christina V. Shriner** of **MESA**, **Arizona**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

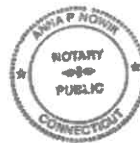
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

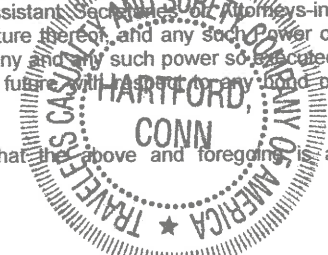
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries, or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21ST** day of **NOVEMBER**, **2022**

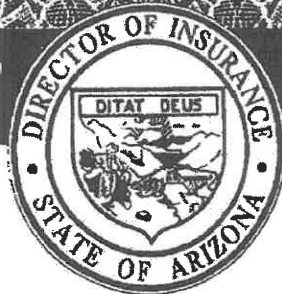



Kevin E. Hughes, Assistant Secretary



**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

STATE OF



ARIZONA

DEPARTMENT OF INSURANCE
CERTIFICATE OF AUTHORITY

I, JOHN A. GREENE, Director of Insurance of the State of Arizona, do hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Domiciled in Connecticut
NAIC NO. 31194

is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the business of:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

insurance within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute § 20-217 (C) states:

A Certificate of Authority remains the property of the State of Arizona. Upon termination at the request of the insurer or revocation by the Director of Insurance, the insurer shall immediately deliver the Certificate of Authority to the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this Certificate is July 1, 1997.



John A. Greene
John A. Greene
Director of Insurance

E146 (01/97)

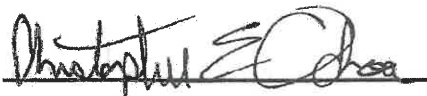
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STATE OF ARIZONA

DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

This is to certify, that this instrument is a true, full and correct copy of the original electronically filed with the National Association of Insurance Commissioners and consists of 1 pages(s)

Hereunto set my hand and the official seal of this Department for the Director of Insurance and Financial Institutions this 07 December 2020.



Authorized Representative



Certificate No.:

301807

NOTICE TO PROCEED

DATE:

TO:

Subject: NOTICE TO PROCEED AND RETURN OF EXECUTED CONTRACT

Project Name:	
Project Number:	Contract No:
Contract Amount: \$	Liquidated Damages: \$ __/day
Effective Date:	Substantial Completion Date:
P.O. Number:	Final Completion Date:
Council Approval:	Item Number:

This letter serves as _____, Notice to Proceed with performance of the above-referenced project contract.

A fully executed and approved copy of the contract and the project’s purchase order are enclosed for your files. Also attached is a Notice-to-Proceed CD containing forms required for project completion and a Purchase Order. Please indicate the above-referenced contract number and project number on all correspondence. Failure to do so may cause unnecessary delays.

When submitting payment requests, the following information is needed:

1. Cover Letter transmitting the Pay Application, updated cash flow, updated schedule and a summary of the project status.
2. A completed “Application and Certification for Payment”, on approved GILBERT format.
3. A clear, detailed billing invoice, indicating the Contract Number, Project Number and Purchase Order Number referenced above.

If you have any questions please contact Engineering at (480) 503-_____.

Sincerely,

Program Manager

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by _____, this ____ day of _____, 20__.

By _____
Title _____

**TOWN OF GILBERT, ARIZONA
 AUTHORIZED SIGNATURE FORM**

WHEREAS, Hunter Contracting Co, an S corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Hunter Contracting Co. Chuck English, Dig Karki, Jennifer DeCoteau, Ian Shantz, Jesus Orci that
 (Corporate Name) (Name of Parties Authorized)
 is/are authorized to execute and sign on behalf of said corporation/company the following documents:

- | | |
|-----------------|--------------------------------------|
| 1. The CONTRACT | 5. CHANGE ORDERS |
| 2. The Bond | 6. All other papers necessary |
| 3. Payrolls | for the conduct of the corporation's |
| 4. Claims | affairs and the execution of the |
| | CONTRACT |

The above-named person(s) is/are granted the authority and duties herein referenced for the duration of the CONTRACT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period.

DATED and passed by the Board of Directors this ____ day of _____, 20__.

(Signature of Persons Authorized to Sign)	(Title)	(Document No.)
	President	1,2,4,5,6
	Vice President	1,2,4,5,6
	Payroll Supervisor	3
	Project Sponsor	4,5,6
	Project Manager	5,6



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Passey-Bond Co., Inc. 28 North Center Street P. O. Box 819 Mesa AZ 85211-0819	CONTACT NAME: Kori L. Moseley, CISR, CPIW PHONE (A/C No. Ext): (480) 969-2291 E-MAIL ADDRESS: korim@passeybond.com	FAX (A/C No): (480) 833-4833
	INSURER(S) AFFORDING COVERAGE	
INSURED Hunter Contracting Co. 701 N. Cooper Road Gilbert AZ 85233	INSURER A: Cincinnati Insurance Co. NAIC # 10677	
	INSURER B: CopperPoint Premier Insurance Co. 12741	
	INSURER C: Travelers Prop Cas Co of America 25674	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	Y	EPP0574779	5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input checked="" type="checkbox"/> GA233 0917/GA4316AZ 0520						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> CG2001/CG2032 0413						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			\$10,000 per occurrence			PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:			BI & PD deductible				\$
A	AUTOMOBILE LIABILITY	X	Y	EBA0574779	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> AA288 0620			\$1,000 Comprehensive & Collision deductible				\$
A	<input type="checkbox"/> UMBRELLA LIAB	X	Y	EPP0574779	5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC000313 (4-84)	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
							E.L. EACH ACCIDENT	\$ 1,000,000
				1016380			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Builders Risk			QT-660-7T090557-TIL-22	7/1/2022	5/1/2023	Limit - Deductible	\$11mil/\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #22401-01 Guadalupe Road Improvements and McQueen and Guadalupe Intersection Gilbert, AZ.

CERTIFICATE HOLDER**CANCELLATION**

Town of Gilbert PM/COM, A/E, their agents representatives, officers, directors officials and employees 90 E. Civic Center Drive Gilbert, AZ 85296	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bill Passey/KORI
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Blanket/Schedule/State
AZ	BLANKET

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

This document may have been uploaded to the CopperPoint Portal.

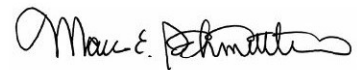
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2022 Policy No. 1016380
Insured Hunter Contracting Co/Hunter Ditch LP/BED LLC

Endorsement No. 10
Premium \$

Insurance Company CopperPoint Premier Insurance Company

Countersigned by



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

AZTEC ENGINEERING
4561 E MCDOWELL RD
PHOENIX, AZ 85008

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT - (COMPLETED OPERATIONS) - ARIZONA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Construction Agreement (Completed Operations)

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

- a. The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- b. The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured en-

dorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", coverage does not apply to that person or organization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusions apply:

This insurance does not apply to

- a. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" arising out of "residential" construction.

- B.** The insurance afforded to additional insureds described in Paragraph **A.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
3. Does not apply to any person or organization specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

C. With respect to the insurance afforded to the additional insureds described in Paragraph A., the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement described in Paragraph A. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract or written agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement described in Paragraph A.

E. Except when F. below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraph A. except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

F. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraph A. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement described in Paragraph A. that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

Primary And Noncontributory Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraph A. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement described in Paragraph A. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

- G. Section IV – Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract or written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

- H. Section V – Definitions** is amended to include:

1. "Residential" means:

- a.** A structure used, or intended, in whole or in part, for the purpose of human habitation, and includes, but is not limited to, single-family housing, multi-family housing, tract homes, condominiums, cooperatives, townhomes, townhouses, planned-unit developments and timeshares;
- b.** A structure converted, or being converted, in whole or in part, into condominiums or cooperatives; and

- c.** Common areas and grounds, appurtenant structures and facilities, of the structures described in **H.1.a.** and **b.** above, except a public street, public road, public right of way, or public utility easement located on or near such common areas and grounds.

"Residential" does not include:

- a.** Hospitals, jails or prisons; and
- b.** Provided there is no individual ownership of units and that such was not, in whole or in part, at any time, marketed, sold, occupied or used as single-family housing, multi-family housing, or as a condominium, cooperative, townhouse, townhome or timeshare:
 - (1)** Government housing on military bases;
 - (2)** College/university dormitories;
 - (3)** Apartments;
 - (4)** Long-term care facilities;
 - (5)** Assisted-living facilities;
 - (6)** Nursing homes; and
 - (7)** Hotels or motels.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$ 2,500

b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)

Limits Of Insurance

Coverage a.

\$1,000 Each Occurrence

\$5,000 Aggregate

Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody Or Control			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage. Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (a) An act, error or omission; or

- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;apply irrespective of the application of the Deductible Amount.
- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribu-

tion by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
 2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
 3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
 4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

- (1) Paragraph 6. of **Section III - Limits Of Insurance** is replaced by the following:
 - 6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by

you with permission of the owner;

- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after

you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph **8.a.(1)** of this endorsement; or

- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under **Sec-**

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:
- 1) The "property damage" takes place in the "coverage territory"; and
 - 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs (3), (4), (5) and (6), **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage** and **Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody Or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage**, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph (2) under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Casey Ambrose, Sr. Project Manager, 480-503-6619

May 02, 2023

SUBJECT: JOC Contract 323000238 for CS Construction, Inc. approval of Task Order 03 for TS1450 Recker and Somerton Signal and Authorize Contingency Funds for the Project Construction

STRATEGIC INITIATIVE: Exceptional Built Environment

This project supports Gilbert's strategic initiative for an Exceptional, Built Environment as it expands and improves roadway conditions to meet the needs of Gilbert's citizens.

RECOMMENDED MOTION

A motion to Approve for TS1450 Recker and Somerton Signal

A). Task Order 03 to JOC contract 323000238 with CS Construction, Inc., for \$590,447.25 for construction services and;

B). CIP Contingency, with Traffic Signal SDFs as the designated funding source, in the amount of \$242,000 for FY2023 and FY2024

and authorize the Mayor to execute the required documents

BACKGROUND/DISCUSSION

TS1450 provides for the design and construction of a new signal at Recker Road and Somerton Blvd. The project is for design and installation of a minor traffic signal at the intersection of Recker Road and Somerton Boulevard and connection to the signal system.

The construction cost was verified with the approved JOC price book.

The contracts were reviewed for form by John Baird, Deputy Town Attorney.

FINANCIAL IMPACT

TS1450 is included in the FY2024-2033 Capital Improvement Plan and is funded through Traffic Signal System Development Fees (SDFs). CIP Contingency, with Traffic Signal SDFs as the designated funding source, is requested in the amount of \$242,000 for FY2023 and FY2024. \$150,000 of the requested contingency is already planned in FY2024 and will be brought forward to FY2023. The remaining \$92,000 is an increase to the overall project cost.

Contract No. 323000238 Task Order 03:

Project Accounting Code: TS1450.Construct.TrafSignal	\$590,447.25	Pending
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Proposed Contingency:

Project Accounting Code: TS1450.Construct.TrafSignal	\$202,000.00	Pending
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Project Accounting Code: TS1450.Const.Mgt	\$40,000.00	Pending
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Total Contingency requested:	\$242,000.00	
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The financial impact was reviewed by Christopher Scott, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff has reviewed the contract and recommends approval of the Task Order.

Respectfully submitted,

Casey Ambrose

Senior Project Manager

Approved By

Approval Date

Susanna Struble
Susanna Struble
Jessica Marlow
John Baird
Christopher Scott


4/10/2023 11:48:20 AM
4/10/2023 11:48:23 AM
4/11/2023 5:47:42 PM
4/13/2023 4:40:25 PM
4/19/2023 3:13:50 PM



JOB ORDER

Date: 04/04/2023
Project Number: TS1450
Contractor's Name: CS Construction, Inc.
Project Name: Recker Rd. & Cooley Loop South Traffic Signal
Contract No: 323000238
Job Order No.: 03
Scope of Work: Traffic Signal Installation
Location of Work: Recker Rd. & Somerton Blvd.
Total Cost for Job Order: \$590,447.25
Completion Date/Schedule: 4 Months from NTP
Submittal Requirements: N/A
Other:

Payment Submittal Requirements: The Payment submittal will be monthly and will be on the Town of Gilbert form attached to this Job Order. It shall identify the percent of work complete and the percent of payment requested.

Approved By: 
CONTRACTOR – CS Construction, Inc.

Approved By: _____
Authorized Town Representative

Approved By: : _____
Town of Gilbert

PROPOSAL



CS CONSTRUCTION, INC.

22023 NORTH 20TH AVENUE

PHOENIX, ARIZONA 85027

CONTACT: ZACHERY BARNES

PHONE: (623) 889-7650 | FAX: (623) 889-7650

AZ ROC NO. 071662 | A- GENERAL ENGINEERING

<u>TO:</u>	TOWN OF GILBERT	<u>PROJECT NAME:</u>	RECKER & SOUTH COOLEY LOOP
<u>ATTN:</u>	CASEY AMBROSE	<u>LOCATION:</u>	GILBERT, AZ
<u>BID DATE:</u>	MARCH 29, 2023	<u>PROJECT NO.:</u>	TS1450

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
19	REMOVE RES/COL FOUNDATION MOUNTED SL POLE	4.00	EA	375.00	1,500.00
20	REMOVE MEDIAN OR BOC ARTERIAL FOUNDATION SL POLE	4.00	EA	375.00	1,500.00
25	FURNISH ONLY - METER PEDESTAL TESCO T-26-000	1.00	EA	4,500.00	4,500.00
47	FURNISH ONLY - TRAFFIC SIGNAL LED	3.00	EA	425.00	1,275.00
48	FURNISH ONLY - TYPE "G" SIGNAL HEAD	8.00	EA	845.00	6,760.00
51	FURNISH ONLY - TYPE "F" SIGNAL HEAD	12.00	EA	565.00	6,780.00
52	FURNISH ONLY - TYPE "M/H" SIGNAL HEAD	6.00	EA	445.00	2,670.00
53	FURNISH ONLY - APS PPB	6.00	EA	1,035.00	6,210.00
55	FURNISH ONLY - TYPE II MOUNT	12.00	EA	175.00	2,100.00
57	FURNISH ONLY - TYPE V MOUNT	10.00	EA	430.00	4,300.00
59	FURNISH ONLY - TYPE VII MOUNT	2.00	EA	560.00	1,120.00
64	FURNISH ONLY - 4 CAM VIDEO DETECTION "VISION"	1.00	LS	52,315.00	52,315.00
65	FURNISH ONLY - CCTV CAMERA - SIQUIRA PD910 W/ POE	1.00	EA	3,600.00	3,600.00
66	FURNISH ONLY - RUGGEDCOM RSG920P W/ POWER CORD	1.00	EA	7,730.00	7,730.00
67	SURVEY AND STAKING	32.00	HR	175.00	5,600.00
68	MATERIAL TESTING (FIELD DENSITY)	16.00	HR	175.00	2,800.00
69	MATERIAL TESTING (CONCRETE CYLINDER)	8.00	SET	450.00	3,600.00
70	MATERIAL TESTING (OBSERVATIONS)	16.00	HR	140.00	2,240.00
71	INSTALL METER PEDESTAL & FOUNDATION, TESCO T-26-00	1.00	EA	2,525.00	2,525.00
73	F&I TYPE "G, J, K, Q OR R" POLE FOUNDATION	3.00	EA	4,730.00	14,190.00
74	F&I TYPE "V OR W" POLE FOUNDATION	1.00	EA	5,540.00	5,540.00
75	F&I PED PUSH BUTTON POLE FOUNDATION	6.00	EA	1,000.00	6,000.00
76	INSTALL PEDESTRIAN PUSH BUTTON POST	6.00	EA	300.00	1,800.00
80	INSTALL TYPE "R" OR "K" SIGNAL POLE	3.00	EA	1,200.00	3,600.00
81	INSTALL TYPE "W" OR "V" SIGNAL POLE	1.00	EA	1,400.00	1,400.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
85	INSTALL 40' SIGNAL MAST ARM	1.00	EA	1,050.00	1,050.00
86	INSTALL 45' SIGNAL MAST ARM	2.00	EA	1,150.00	2,300.00
88	INSTALL 55' SIGNAL MAST ARM	1.00	EA	1,400.00	1,400.00
93	INSTALL ECONOLITE CONTROLLER ON NEW FOUNDATION	1.00	EA	4,660.00	4,660.00
95	INSTALL 20' LUMINAIRE MAST ARM	3.00	EA	410.00	1,230.00
97	INSTALL TOG FURNISHED LUMINAIRE	3.00	EA	100.00	300.00
98	INSTALL TYPE "G" SIGNAL HEAD	8.00	EA	400.00	3,200.00
101	INSTALL TYPE "F" SIGNAL HEAD	12.00	EA	390.00	4,680.00
102	INSTALL TYPE "M/H" SIGNAL HEAD	6.00	EA	225.00	1,350.00
103	INSTALL APS PEDESTRIAN PUSH BUTTON	6.00	EA	310.00	1,860.00
105	INSTALL TYPE II MOUNT	12.00	EA	65.00	780.00
107	INSTALL TYPE V MOUNT	10.00	EA	215.00	2,150.00
109	INSTALL TYPE VII MOUNT	2.00	EA	275.00	550.00
112	F&I STROBECOME II EVP DETECTION (4-LEG)	1.00	EA	10,000.00	10,000.00
116	INSTALL VIDEO DETECTION SYSTEM 4 CAMERA	1.00	LS	3,750.00	3,750.00
117	INSTALL CCTV CAMERA - SIQUIRA PD910 W/ POLE MOUNT	1.00	EA	1,350.00	1,350.00
118	INSTALL RUGGEDCOM RSG920P WITH POWER CORD	1.00	EA	600.00	600.00
126	FURNISH AND INSTALL NO. 7 PULL BOX W/ EXTENSION	1.00	EA	1,750.00	1,750.00
128	REMOVE OR ADJUST NO. 7 OR 9 PULL BOX	5.00	EA	250.00	1,250.00
130	1 - 4" CONDUIT (HDD)	110.00	LF	74.00	8,140.00
131	1 - 4" CONDUIT (TRENCHING)	5.00	LF	49.00	245.00
133	2 - 4" CONDUITS (TRENCHING)	20.00	LF	50.00	1,000.00
142	1 - 2.5" CONDUIT (HDD)	210.00	LF	70.00	14,700.00
143	1 - 2.5" CONDUIT (TRENCHING)	60.00	LF	35.00	2,100.00
145	1 - 2" CONDUIT (TRENCHING)	125.00	LF	41.00	5,125.00
148	F&I IMSA CONDUCTORS (4-LEG INTERSECTION)	1.00	LS	24,500.00	24,500.00
150	F&I CROSSFIRE LED ILLUMINATED STREET NAME SIGN	4.00	EA	5,350.00	21,400.00
151	PAINT, TYPE "G, J, K, Q, R, W" TS POLE	4.00	EA	1,300.00	5,200.00
153	PAINT, PUSH BUTTON POST	6.00	EA	400.00	2,400.00
155	PAINT, 50' OR 55' SIGNAL MAST ARM	1.00	EA	1,875.00	1,875.00
156	PAINT, 40' OR 45' SIGNAL MAST ARM	3.00	EA	1,505.00	4,515.00
158	PAINT, 15', 20' OR 25' LUMINAIRE MAST ARM	3.00	EA	785.00	2,355.00
161	OFF-DUTY OFFICERS	40.00	HR	100.00	4,000.00
162	FURNISH AND INSTALL ROADWAY SIGN PANELS	54.00	SF	29.00	1,566.00
165	REMOVE AND SALVAGE EX. SIGNS AND POSTS	3.00	EA	200.00	600.00
166	AC PAVEMENT 2" A-12.5 OVER 3" A-19 OVER 12" ABC	170.00	SY	325.00	55,250.00
175	UTILITY POTHOLE, MAG 212, TYPE B	10.00	EA	475.00	4,750.00
176	CONCRETE SIDEWALK, MAG 230	100.00	SF	10.50	1,050.00
178	CONCRETE CURB AND GUTTER, MAG 220	330.00	LF	46.00	15,180.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
179	SINGLE CONCRETE CURB, MAG 222	130.00	LF	46.00	5,980.00
180	CONCRETE MEDIAN WEDGE CONCRETECURB	70.00	LF	65.00	4,550.00
181	CONCRETE VALLEY GUTTER AND APRON, MAG 240	1,305.00	SF	15.50	20,227.50
183	CONCRET ADA RAMP W/ DETECTABLE WARNING PANEL	2,095.00	SF	20.00	41,900.00
184	DETECTABLE WARNING PANELS, TOG GIL-261	60.00	SF	72.00	4,320.00
186	REMOVE AND DISPOSE CONCRETE SIDEWALK	1,650.00	SF	6.10	10,065.00
188	REMOVE AND DISPOSE CONCRETE CURB AND GUTTER	455.00	LF	15.50	7,052.50
189	REMOVE AND DISPOSE CONCRETE VALLEY GUTTER & APRON	1,305.00	SF	7.25	9,461.25
190	REMOVE AND DISPOSE ASPHALTIC PAVEMENT	1,165.00	SF	5.00	5,825.00
191	2" THICK OF 1/2" MINUS DECOMPOSED GRANITE	234.00	SY	31.00	7,254.00
197	GATOR PATCH CABLE, 12 COUNT W/ ST CONNECTORS	249.00	LF	12.00	2,988.00
202	TEST & CERTIFY FIBER STRANDS USING OTDR	1.00	EA	2,400.00	2,400.00
203	FUSION SPLICE (NEW SPLICE ENCLOSURE)	1.00	EA	2,050.00	2,050.00
209	BIDIRECTIONAL POWER METER TEST	1.00	EA	1,900.00	1,900.00
210	FURNISH ONLY - TYCO 450D FO SPLICE ENCLOSURE	1.00	EA	850.00	850.00
211	TRAFFIC CONTROL	1.00	LS	22,000.00	22,000.00
212	STRIPING	1.00	LS	17,000.00	17,000.00
213	TOWN OF GILBERT CONTROLLED ALLOWANCE	1.00	LS	20,000.00	20,000.00
214	SUBGRADE PREPARATION	507.00	SY	44.00	22,308.00
215	VALVE FRAME & COVER ADJUSTMENT	1.00	EA	2,000.00	2,000.00
216	RELOCATE FIRE HYDRANT & VALVE	1.00	EA	8,500.00	8,500.00

GRAND TOTAL

\$590,447.25

NOTES:

As per the following plans, we have prepared a proposal on the above referenced project. We propose to furnish all labor, equipment, supervision, and materials to complete the above items for the indicated price.

- EPS Group Plans Dated 05/31/2022

- SRP Lighting Plans T3379914 Dated 01/21/2022

Clarifications:

1. Pole C - CSCI ordered a Modified K Pole instead of the 40' Pole as shown in the plans per conversations during the 60% design stage. This was not updated on the final plan set.
2. CSCI ordered 20' luminaire mast arms per conversations during the 60% design stage. This was not updated in the final plan set.
3. The pricing reflects placing the No. 9 vault within the sidewalk ramp on the NEC.
4. It is assumed that the power feed will come from the transformer that is approximately 130 FT to the north of the intersection on the NWC.

Thank you for the opportunity to bid this work. We hope that we may be of service.

Sincerely,
CS CONSTRUCTION, INC.

Zachery D. Barnes
Chief Estimator



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Michael Soelberg, Chief of Police, (480)635-7272

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: Budget – Police Department Contingency Request

STRATEGIC INITIATIVE: Exceptional Built Environment

This supports the Town’s initiative to promote and protect the health, safety and welfare of the citizens of Gilbert. This aligns with the Town's strategic initiative of Exceptional Built Environment.

RECOMMENDED MOTION

A motion to approve CIP contingency, with general fund as the designated funding source, in the amount of \$3,632,620.

BACKGROUND/DISCUSSION

Due to labor rate increases, vendor changes, supply chain issues and operational revisions, the Police Department is projected to expend over 100% of its FY23 operating budget and will be unable to pay essential invoices without approval of this contingency request.

Personnel – Overtime, Callout, Standby: \$ 2,983,430

The Police overtime budget is projected to end with a deficit by the end of the year.

Overtime (includes callout and standby pay) has consistently been well above the yearly budgeted amount. Major factors that drive the current and projected overtime deficit include:

- Staffing shortage in critical sworn and civilian positions
- Increased workload
- Basic and Advanced Training overtime
- Increased OT pay driven by pay rate adjustment
- Prolonged security – Morrison Ranch, Muni 1 detail
- Special events – July 4th, Boots in the Park, Gilbert Days, Super Bowl, Waste Management Open - required additional support over and above budgeted staffing levels
- One additional pay period that falls on the last day of the fiscal year.

Another operational change in FY23 - the Gilbert Police Department is staffed with sworn employees who work in investigative units covering the entire work week, Monday through Friday. As a cost saving measure, these staff do not provide 24-hour coverage and do not cover most weekends. Rather, if an emergency occurs, they respond on a callout basis. To guarantee an adequate response to a crime scene or fatal traffic collision, these employees are compensated for one hour of standby pay, at the rate of 1.5 times their normal hourly rate. Up until mid-Fiscal Year 2023, employees from various units were on a rotational standby, every day of the year. Today, the Department pays one hour of standby, 365 days a year, to twenty-three staff members, throughout the department in various positions.

The purpose of adding these additional employees to standby status was to guarantee a proper response, in the event of a major tactical incident or major criminal investigation. These employees are specially trained and equipped to handle very particular emergencies

and investigations. Without compensating the employees to be on standby status 365 days a year, there is a risk that they will not be available or willing to respond when an emergency occurs, while they are off duty.

Total projected deficit through the end of the fiscal year is \$2,983,430.

Quartermaster Standard-Issue Uniforms: \$ 150,000

The Quartermaster is responsible for the purchase and distribution of uniforms, supplies and equipment to all sworn and civilian personnel within the Gilbert Police Department. Included in these numbers are 333 Sworn (including 10 approved but unbudgeted over-hires), police academy recruits, civilians, cadets, and volunteers. Consistent with other units and departments, the Quartermaster has encountered supplies, equipment, material, and vendor scarcity, supply chain disruptions, and staffing level increases all lending themselves to increased costs in virtually all Quartermaster categories. One of the most notable increases is associated with the standard uniform issue which includes the uniform, equipment and supplies an officer needs while serving in the community. Originally, the budget allowed for \$750 per sworn officer but the actual costs are closer to \$1,750/pp. An evaluation of the total Quartermaster assigned budget in 54100, the FY shortage is estimated to be \$273,672 using a straight calculation through twelve months; however, of this amount, it is anticipated the Quartermaster will require only \$150,000 to complete this fiscal year.

Ballistic Vests: \$127,830

The Gilbert Police Department utilizes ballistic vests to protect sworn and civilian officers during field operations. In FY22, the Department had a \$75,000 budget for ballistic vests and ordered the authorized 50 vests which the vendor affirmed would be delivered prior to FY23. The vests arrived in mid-July, FY23, and included an increased cost of \$977.00 (budget shortage) for a total expense of \$75,977.00. Contingency was not requested at that time but rather allowed the new budget to cover the expense until today. The Department is requesting \$75,977 in contingency funds to cover this expense as the

current budget cannot absorb the expense and meet its other purchasing obligations.

The FY23 budget authorized the purchase of 88 ballistic vests for life-cycle replacements and for new positions. Inflation and continuing supply chain issues have resulted Department vendors raising their costs per unit from the \$1,000/vest budgeted amount. The increases created a budget shortage of \$34,184.04 for the authorized vests. Additionally, the Special Investigations Unit has 3 more pouches added to their outer vest carriers, which caused an additional \$836.29 shortage

Two related vest requirements include 1) a new request to purchase an additional 9 vests for Traffic Motor Officers working specialty details, i.e. funeral and dignitary escorts and 2) vests for approved over-hires. The daily outer vest carrier and panel set up, is not approved for wear with Class A uniforms. Class A dress requires the vest panels to be worn beneath the uniform shirt. This requirement causes the vest panels to be removed from the outer carrier and re-assembled into an inner carrier, for wear underneath the uniform shirt. After each detail, the vest panels need to be re-assembled into the outer carrier for daily use. This process is not efficient, is time consuming, and can be mitigated with a second set of vest panels. To outfit the 9 personnel assigned to Motor Officer escorts, an additional \$8,757 is requested, \$973 per vest panel set, with inner carrier. An additional 6 unbudgeted vests are required to properly outfit 1 officer whose vest was damaged in a house fire and the remaining 5 are for authorized over-hire officers, for whom no vest funding was budgeted for FY23. These additional vests add up to \$8,068.56.

Leased Vehicles: \$37,790

The Special Assignment Unit (SAU) and the Drug Enforcement Unit (DEU) utilize rented vehicles for field operations. Vehicle related expenses have increased astronomically over the last few years due to covid shut-downs, car rental inventory levels, supply chain interruptions, shortages of labor and materials, as well as fuel costs. Historically, operational savings was used to cover these intermittent increases; however, the shortages can no longer be absorbed in the current FY budget. Our current shortage plus the projected shortages through June 2023 require that we request contingency funding in the amount of \$37,790 to cover the shortage.

Vehicle Related Accounts - 54200, 54300, & 57100: \$286,770

Expenses for Auto Parts & Supplies, Fuel and Vehicle R&M increased with outside vendor pricing. Additionally, new Fleet rates to go into effect April 1, 2023 which further increases the deficit in these accounts.

GCUHF Blankets: \$15,000

Historically, Detention would order blankets for detainees every six weeks but found that it was depleting inventory levels creating emergency ordering situations. In November 2021, they created a standing order of 45 cases of blankets per month through Amazon which were ordered, delivered, and paid automatically. This approach worked very well into 2022 when product availability, supply chain, and vendors became scarce. Detention was forced to expand the number of vendors to make the required 45 cases per month but with scarcity price increased significantly. The average cost per month and expected expense through the end of the year for the required number of cases is about \$2,300.00/month.

Court Reimbursements for Retired personnel: \$9,500.00

While officer court-time pay is a normal GPD expense for supporting the prosecutorial process, the costs are usually significantly less and easily absorbed into the base budget. The \$9,500 court reimbursement expense in FY23 is for a single retired officer who played a critical role in an investigation and arrest during a homicide investigation. The officer's testimony and presence in court for extended periods of time was important to properly prosecute the case to success. The Department is seeking contingency funding to cover this unbudgeted and unanticipated expense. We have confirmed that there are no other anticipated expenses associated with this case that will require contingency funds.

Medical Reviews: \$ 22,300

The Police Department has budgeted \$1,000 a year for medical retirement reviews; however, this year we had two personnel medically retire for a total cost of \$9,305.00 and we anticipate at least one more but possibly three personnel total to require medical retirement reviews before the end of the fiscal year. Medical reviews are a mandatory protocol for all personnel who are expected to separate from the department for medical reasons. The expenses are difficult to anticipate and are non-negotiable.

Earlier in the fiscal year, it was unknown whether the Police Department will be able to find savings in other expense items, so contingency was not requested. Now that the end of the fiscal year is upon us, it is clear that we will not be able to maintain our levels of service without contingency funds. As mentioned above, various circumstances and significant cost-increases hindered our ability to move funds or realize savings in other areas.

FINANCIAL IMPACT

The following table shows the budgeted amounts, the anticipated actual expenditures, and the budget deficit for the following areas:

Item	Cost Center(s)	Amount
Personnel Expense (OT + Standby)	100.41505.50110	\$2,983,430.00
Uniforms	100.41505.54100	\$ 150,000.00
Vests	100.41505.54100	\$ 127,830.00
Rental Cars	100.42105.52600 100.42145.52600	\$ 37,790.00
Vehicle Cost Centers	100.41505.54200	\$ 286,770.00
Blankets	100.41515.54100	\$ 15,000.00
Court Reimbursements	100.41505.51600	\$ 9,500.00
Medical Reviews	100.41100.51300	\$ 22,300.00
	Total	\$3,632,620.00

Insufficient budget authorization exists in the FY2023 budget for these expenditures. CIP contingency, with general fund as the designated funding source, in the amount of

\$3,632,620 is required for FY2023. There is sufficient funding above minimum fund balances for this request.

The financial impact has been reviewed by Genesis E. Hart, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends approval of the contingency requests as presented.

Respectfully submitted,

Michael Soelberg
Chief of Police

Approved By

Approval Date

James Bisceglie

4/18/2023 3:21:28 PM

Michael Soelberg

4/18/2023 3:22:46 PM

Zach Altman

4/21/2023 9:41:45 AM

Genesis E. Hart

4/18/2023 3:46:46 PM



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Leslie Giltner, Customer Service Manager, 503-6801

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: Contingency Request to Fees and Charges for Credit Card Fees for Development Services Permits and Licenses

STRATEGIC INITIATIVE: N/A

RECOMMENDED MOTION

A motion to approve the Contingency Request from the General Fund to Fees and Charges for Credit Card Fees for Development Services Permits and Licenses in the amount of \$150,000.

BACKGROUND/DISCUSSION

A surcharge on credit card payments for Development Services Permits was approved and initiated in November 2014. The surcharge encouraged most of the builders who had been using their credit cards to charge up to \$100,000 at a time, to convert to ACH to pay for

permits and the fees dropped significantly. In 2019 the service fee was increased to 3.1% and expanded to include Planning, Business License, Building Safety & Code Compliance, Engineering, Fire Permit, Plan Review and Inspection services fees and applies to all online payments.

Major impacts on the continued increase in credit card processing include:

- The number of permits paid with a credit card and the valuation of those permits.
- The creation of the One Stop Shop online for customers to apply and pay online with a credit/debit card.
- The addition of Business Licenses to One Stop Shop.
- COVID – this significantly impacted the customer’s use of paying online.

FINANCIAL IMPACT

\$182,460 was budgeted for fees and charges for the Development Services cost center 100.35205.58400 which is made up primarily of credit card fees for Permit and Licensing charges. The expected expense at fiscal year end is \$329,750. The requested contingency amount to cover the difference is \$150,000.

The surcharge revenue for the credit cards is currently at \$107,000. The net expense at the end of this fiscal year is estimated to be \$72,000.

The financial impact was reviewed by Joseph Hewitt, Management and Budget Analyst.

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	YTD 2023*	Expected YE 23
Budget Amount	\$ 251,700	\$ 251,700	\$ 231,700	\$ 250,000	\$ 250,000	\$ 182,460	\$ 182,460	
Actual Expenses	\$ 65,906	\$ 129,628	\$ 199,545	\$ 123,768	\$ 369,022	\$ 426,495	\$ 219,750	\$ 329,750
Surcharge Revenue	\$ 48,467	\$ 85,387	\$ 130,793	\$ 81,138	\$ 304,048	\$ 307,663	\$ 187,674	
% of Revenue to Expenses	74%	66%	66%	66%	82%	72%	85%	
*Through period 8								

The financial impact was reviewed by Joseph Hewitt, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends a motion to approve the Contingency Request from the General Fund to Fees and Charges for Credit Card Fees for Development Services Permits and Licenses in the amount of \$150,000.

Respectfully submitted,

Leslie Giltner
Customer Service Manager

Approved By

Approval Date

Kyle Mieras

4/18/2023 8:52:38 AM

John Baird

4/24/2023 8:46:53 AM

Joseph Hewitt

4/18/2023 1:49:43 PM



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Michael Soelberg, Chief of Police, (480)635-7272

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: **Budget** - Vehicle Contingency Request

STRATEGIC INITIATIVE: Exceptional Built Environment

The project aligns with the Exceptionally Built Environment strategic initiative through the investment in technology and resources that allows public safety staff to provide critical daily support to the citizens of Gilbert.

RECOMMENDED MOTION

A motion to approve CIP contingency, with general fund as the designated funding source, in the amount of \$1,495,560 for FY23 and FY24 to purchase twenty-two vehicles for the Police Department and for operating expenses for three of these vehicles for FY24.

BACKGROUND/DISCUSSION

A recent analysis of the Gilbert Police Department Patrol fleet has determined the need for additional vehicles. As the department grows and open FTE positions are filled, the ratio of

available cars per patrol officer decreases. Currently, the patrol fleet (non-supervisory vehicles) consists of 89 vehicles. Full staffing levels call for 153 officers to be assigned to the Patrol Division. The desired and budgeted ratio is 1.5 officers per vehicle (OPV). Considering the above data, the following ratios of officers per vehicle are listed below.

Current Patrol Fleet

153 officers / 89 Vehicles = 1.72 OPV

Thirteen additional vehicles must be added to the Patrol fleet to lower the officer-per-vehicle ratio to the desired 1.5 OPV.

Requested Patrol Fleet

153 officers / 102 Vehicles = 1.50 OPV

At any given time, the number of available patrol vehicles is often lower than the allocated vehicle counts due to scheduled maintenance and damaged vehicles that are out of service. Per Fleet data, in FY21, patrol vehicles were out of service for maintenance for approximately 2,920 hours or 73 weeks. FY22 showed a slight reduction in maintenance, coming in at 2,586 hours or 64.65 weeks. Additionally, as mentioned above, vehicles may be taken out of service when damaged by accidents or other incidents. The severity of the incident will determine if a vehicle can remain in service or need to be repaired or removed from the fleet.

Of the needed 13 patrol vehicles, five of the thirteen vehicles are needed due to these five vehicles being repurposed from a marked patrol vehicle function. Three of these vehicles are still being used in patrol, but they are unmarked patrol vehicles used for crime suppression details; one vehicle was repurposed for the Drug Enforcement Unit Drug Interdiction Canine Officer; and one vehicle was repurposed for use by one of our Peer Support & Employee Wellness Officers.

Contingency request for thirteen Patrol vehicles:

- \$70,014.25 per vehicle x 13 = \$910,185.25

During the FY24 budget process, ongoing operating costs for ten of these thirteen cars were included in the FY24 budget. This contingency request includes the ongoing operating costs for the three additional patrol vehicles. Patrol vehicles ongoing operating costs:

- \$2,100 – Parts/Supply (x 3) = \$6,300
- \$3,300 – Fuel (x 3) = \$9,900
- \$2,320 – Auto R&M (x 3) = \$6,960
- \$3,180 – Axon Fleet (x 3) = \$9,540
- Total funds needed = \$32,700

Contingency request for ongoing operating costs for three Patrol vehicles:

- Total funds needed = \$32,700

Additional operational needs that lower the available number of patrol vehicles are off-duty assignments and the SRO Program. Several vehicles assigned to patrol may be out of service and being used on off-duty assignments at any given time. During months when there is a high level of road work, it is common to have 10-12 vehicles out of service for off-duty work. When companies schedule these jobs, the Town of Gilbert bills \$7.00 per hour for vehicle use. This fee has been in place since June 2019 and has never been increased. The money is transferred into the General Fund and produces approximately \$5,161.72 per month / \$61,940.64 per year in revenue (based on data from June 2019 – September 2021).

Currently, the Gilbert Police Department has 12 officers assigned as School Resource Officers and five vehicles are assigned solely for their use. The remaining seven SROs utilize vehicles assigned to patrol for their day-to-day operations. Sharing patrol vehicles have been problematic due to the conflicting work schedules between SROs and Patrol Officers. SROs work 50 hours a week plus some night and weekends for school events. This results in days when the SRO's car partner can't access the vehicle because it is in use by the SRO. We recognized this conflict, so in FY21, when the three new SRO positions were added to the program, a one-to-one vehicle ratio was budgeted and approved. Moving forward, a vehicle will be requested if additional SROs are added to the program. To eliminate the current car scheduling conflict with the SROs we need to provide every SRO with a vehicle so there is no need to pull from the patrol fleet. To accomplish this, we will need seven additional vehicles.

Contingency request for seven SRO vehicles:

- \$70,014.25 per vehicle x 7 = \$490,099.75

In addition to patrol shortages, there is a need for a non-patrol vehicle for the Gilbert Youth and Adult Resource (GYAR) on-call counselors. Currently, Fleet has provided GYAR with a “Retired” or “Ghost” car to meet the needs of an ever-growing on-call GYAR staff. Prior to Fleet assisting with a “Ghost” car, the GYAR staff did not have a Town of Gilbert assigned vehicle for their Section, which means they drive their personally owned vehicles to respond to callouts, to fulfill other duties when not on-call such as attending the Veteran’s Court in Tempe, Crisis Intervention Technique schools in the East Valley, and professional conferences (both as attendees being trained and as guest speakers presenting), mental health fairs, community events, and meeting Family Violence Unit Detectives at victim’s homes. The “Ghost” car is aging quickly, and a replacement is needed. In FY 2020, GYAR Staff was called out approximately 58 times, in FY21 thirty-nine times, and in FY22 eleven times. The average time on a call-out is two and a half hours. For visibility, having a car with a town/PD logo would assist when approaching a scene and/or officers who expect us but don’t know what vehicle is arriving.

Contingency request for GYAR vehicle:

- \$30,075 for one vehicle

Finally, the Traffic Section is requesting the contingency funding of \$32,500 to help purchase a new heavy-duty truck that can safely pull the two box trailers utilized by the Day Traffic Motors Unit. The truck currently used in this capacity is another “Ghost” vehicle on loan from Fleet Services. Commercial Vehicle Enforcement officers will use the new truck for patrol duties, specifically when conducting commercial vehicle inspections. The total cost for a fully equipped vehicle is \$71,000. The current PD fiscal year budget has \$38,500 available to purchase a police motorcycle for the additional FTE added in FY23. The Gilbert Police Department received grant funding from the Governor’s Office of Highway Safety (GOHS) for the purchase of the motorcycle, freeing up the general fund budgeted money to supplement the purchase of the truck.

Contingency request for one Commercial Vehicle inspection truck:

- \$32,500 for one truck

As GPD continues to grow and open FTE positions decrease, it is a priority to rectify fleet issues promptly. Unfortunately, global supply chain issues continue to delay the delivery of vehicles, and our fleet continues to decrease. Before COVID, vehicles took approximately six to nine months from order to delivery. Currently, it is taking roughly twelve to twenty-four months. Town of Gilbert Fleet Manager Lee Topic was consulted throughout this analysis and fully supported the contingency request.

Considering all the above information and the current lead time on ordering vehicles, we should increase our fleet by thirteen patrol vehicles, seven SRO vehicles, one GYAR vehicle, and one commercial vehicle inspection truck.

Contingency Request Total: \$1,495,560

1. Thirteen Patrol Vehicles: \$70,014.25 per vehicle x 13 = \$910,185.25
2. Seven SRO Vehicles: \$70,014.25 per vehicle x 7 = \$490,099.75
3. One GYAR non-police vehicle: \$30,075
4. One Commercial Vehicle inspection truck: \$32,500
5. Ongoing operating expenses for three Patrol vehicles that were not included in the FY24 Budget: \$32,700

FINANCIAL IMPACT

Insufficient budget authorization exists in the FY23 budget for these expenditures. CIP contingency, with general fund as the designated funding source, in the amount of \$1,495,560 is required for FY23 and FY24. Of this contingency \$1,462,860 for the purchase of the vehicles and \$32,700 is for maintenance and operations cost for three of these vehicles. A FY24 budget package was submitted for the ongoing maintenance and operations costs for 19 of these 22 vehicles. There is sufficient funding above minimum fund balance for this request.

The financial impact has been reviewed by Genesis E. Hart, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends the approval of the contingency request in the amount of \$1,495,560.

Respectfully submitted,

Michael Soelberg

Chief of Police

Approved By

Approval Date

James Bisceglie

4/17/2023 11:12:13 AM

Michael Soelberg

4/17/2023 11:17:11 AM

Zach Altman

4/21/2023 9:37:38 AM

Genesis E. Hart

4/17/2023 5:36:58 PM



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Kelly Pfost, Budget Director, 503-6828

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: FY 2024-2033 Capital Improvement Plan (CIP)

STRATEGIC INITIATIVE: Exceptional Built Environment

The FY 2024-2033 Capital Improvement Plan supports the Town's Infrastructure Strategic Initiative as well as Long and Short Term Balanced Financial Plans as it programs the infrastructure needs for the next ten years and acts as a long range plan.

RECOMMENDED MOTION

A motion to accept the FY 2024-2033 Capital Improvement Plan and declare it a public document.

BACKGROUND/DISCUSSION

The FY 2024-2033 Capital Improvement Plan represents the culmination of a year of collaboration and effort prioritizing and estimating the costs of the infrastructure needs for Gilbert, Arizona, and identifying funding sources to meet those needs. The total CIP includes \$1.36 billion in projects which represent about \$917 million in carry forward funding (i.e. projects started in prior fiscal year that are still in progress) and \$447 million in new funding. Funding sources for each of the projects are established based on the type of project, the benefitting areas, and the purposes and requirements of each funding source. Most of the new funding is associated with the bond-supported transportation projects and the bond-supported water projects.

Per Council direction at the Study Session, construction costs for the Crime Lab (MF2524) have been added to FY 2027 for planning purposes.

FINANCIAL IMPACT

The FY 2024-2033 Capital Improvement Plan is a prioritized, financially balanced plan. Operation and maintenance costs for new capital projects are identified and incorporated into the long-term financial plan. The first year of the CIP becomes incorporated into the FY 2024 adopted budget. The other years are used for planning purposes.

The financial impact was reviewed by Laura Lorenzen, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends adoption of the FY 2024-2033 Capital Improvement Plan.

Respectfully submitted,

Kelly Pfof
Budget Director

Approved By

Approval Date

Kelly Pfost
Chris Payne
Christopher Scott

4/19/2023 6:02:15 PM
4/21/2023 7:12:45 AM
4/20/2023 11:26:09 AM

SUMMARY

Capital Expenses: (1,000s)	Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10
Streets Improvements	1,172,178	130,053	364,359	144,909	74,668	1,718	298,077	73,467	84,927
Traffic Control Improvements	136,615	3,072	28,172	13,216	23,051	11,737	23,257	32,662	1,448
Municipal Facilities Improvements	427,945	129,217	83,453	67,910	7,423	59,630	6,843	53,996	19,473
Redevelopment Improvements	194,137	21,228	86,969	16,871	29,860	-	4,753	34,456	-
Storm Water Improvements	46,609	66	4,918	292	1,545	-	31,352	8,436	-
Water Improvements	1,465,698	116,298	630,777	105,115	18,711	34,519	131,356	250,492	178,430
Wastewater Improvements	578,690	115,970	90,676	15,323	47,464	38,839	196,627	73,548	243
Parks and Recreation Improvements	919,207	82,182	74,534	41,518	242,971	122,453	39,543	154,763	161,243
Total Capital Expenses	\$ 4,941,079	\$ 598,086	\$ 1,363,858	\$ 405,154	\$ 445,693	\$ 268,896	\$ 731,808	\$ 681,820	\$ 445,764

Capital Sources: (1,000s)	Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10
2009 PFMPC Bonds	24,764	24,764	-	-	-	-	-	-	-
2022 WRMPC (Water SDF)	163,395	10,762	152,633	-	-	-	-	-	-
2022 WRMPC (Water)	147,028	7,570	122,960	16,498	-	-	-	-	-
2007 WRMPC Bonds	13	13	-	-	-	-	-	-	-
2018 WRMPC Bonds	43,121	43,121	-	-	-	-	-	-	-
WRMPC - Intergov Contrib	2,836	1	2,835	-	-	-	-	-	-
2016 WRMPC Bonds (SDF)	22,208	20,425	1,783	-	-	-	-	-	-
2022 WRMPC (WR SDF)	15,747	-	15,747	-	-	-	-	-	-
2022 WRMPC (Water R&R)	326,939	25,577	258,863	42,499	-	-	-	-	-
2001 GO Bonds 02-03	1	1	-	-	-	-	-	-	-
2006 GO Bonds 08	2,314	2,314	-	-	-	-	-	-	-
2007 GO Bonds 08	3,508	3,508	-	-	-	-	-	-	-
2017 GO Bonds	63,288	51,105	12,183	-	-	-	-	-	-
Potential WRMPC (WR SDF)	36,317	-	-	12,892	-	-	-	23,425	-
24/26 Potential P.S. Bonds	56,345	-	-	-	-	56,345	-	-	-
2020 GO Pub Safety Bonds	65,454	65,454	-	-	-	-	-	-	-
2022 GO Bonds (Transport)	554,246	10,793	379,389	105,369	48,979	9,716	-	-	-
24/26 Potential Parks Bond	424,717	-	-	-	200,908	110,697	33,378	79,734	-
26/28 Potential StreetBond	431,337	-	-	-	-	-	244,715	101,695	84,927
Maricopa County	1,727	317	1,410	-	-	-	-	-	-
State Funds	7,900	7,900	-	-	-	-	-	-	-
State Grant	785	237	548	-	-	-	-	-	-
Federal Funds	25,984	14	25,970	-	-	-	-	-	-
Federal Grant	432	-	-	432	-	-	-	-	-
CDBG	3,401	1,537	837	1,027	-	-	-	-	-
MAG RTP Arterial Fund	59,412	44,455	10,335	2,000	106	-	2,516	-	-
MAG Revolving Fund	7,693	(2,688)	12,487	(2,000)	(106)	-	-	-	-
Potential MAG Extension	51,174	-	-	-	-	-	51,174	-	-
Developer Contribution	24,152	17,661	-	560	5,931	-	-	-	-
Salt River Project	19	19	-	-	-	-	-	-	-
City of Chandler	3,190	-	-	-	-	-	2,916	274	-
CIP Outside Sources	17,445	2,010	5,882	5,381	4,172	-	-	-	-
CIP O/S Revolving Fund	(14,141)	(19,773)	8,077	2,012	(5,383)	-	926	-	-
City of Mesa	8,023	-	-	8,023	-	-	-	-	-
General Repl Fund	185,429	17,357	37,177	25,835	13,635	5,560	10,800	56,303	18,762
Water Repl Fund	471,623	21,741	52,376	20,236	12,258	16,975	113,635	69,776	164,626
Wastewater Repl Fund	233,230	51,604	68,681	5,939	17,247	12,840	58,808	18,111	-
Env. Compliance Repl Fund	4,614	10	3,532	292	780	-	-	-	-
Fleet Repl Fund	1,549	112	1,227	210	-	-	-	-	-
General Fund	156,757	43,289	51,116	28,549	20,837	4,919	1,650	5,686	711
Water Fund	150,416	5,913	32,000	7,188	7,018	3,250	10,430	70,813	13,804
Wastewater Fund	92,528	9,173	15,510	6,197	21,094	21,268	768	18,275	243
Solid Waste - Residential	10,065	888	1,274	162	-	-	-	7,741	-
Solid Waste - Commercial	130	32	13	85	-	-	-	-	-
Roadway and Maint. Fund	117,169	6,448	16,741	48,321	10,802	2,291	19,229	13,337	-

Capital Sources: (1,000s)	Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10
Fleet Fund	124	13	111	-	-	-	-	-	-
Env. Compliance Fund	15,601	56	838	20	765	-	5,486	8,436	-
Police SDF	17,974	222	6,042	9,215	418	298	340	1,439	-
Fire SDF	3,906	72	1,565	144	135	1,396	118	476	-
Park SDF	41,185	21,138	17,089	-	-	2,868	45	45	-
Signal SDF	28,316	1,364	8,429	1,448	3,315	1,448	3,613	7,251	1,448
Water SDF	50,373	8,404	518	15,902	4,655	3,643	11	17,240	-
Wastewater SDF	1,134	1,134	-	-	-	-	-	-	-
Water Resources SDF	20,983	18,605	2,356	-	-	-	11	11	-
Greenfield Wastewater SDF	21,392	9,323	5,163	-	6,884	-	11	11	-
Neely Wastewater SDF	6,467	3,899	2,568	-	-	-	-	-	-
Future Growth Funding	421,898	-	-	32,416	37,134	15,382	155,236	181,730	-
Park SDF - Prior to 2012	35,835	35,835	-	-	-	-	-	-	-
Roads SDF	53,894	1,941	23,551	1,593	10,806	-	15,992	11	-
Private Fund	25,991	-	-	2,688	23,303	-	-	-	-
Investment Income	66	66	-	-	-	-	-	-	-
Unidentified	161,243	-	-	-	-	-	-	-	161,243
Miscellaneous	30,413	22,350	4,042	4,021	-	-	-	-	-
Total Sources	\$ 4,941,079	\$ 598,086	\$ 1,363,858	\$ 405,154	\$ 445,693	\$ 268,896	\$ 731,808	\$ 681,820	\$ 445,764

Operation and Maintenance Impact (1,000s)

Total Expenses	15,396	-	-	1,555	3,950	4,035	5,855	-	-
Total Revenue	800	-	-	200	200	200	200	-	-
Net Additional Cost	\$ 14,596	\$ -	\$ -	\$ 1,355	\$ 3,750	\$ 3,835	\$ 5,655	\$ -	\$ -

STREETS

Capital Expenses (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
Ocotillo Rd - Greenfield to Higley	ST0540	111,176	6,083	105,093	-	-	-	-	-	-
Baseline Rd - Greenfield to Power	ST0780	21,000	112	-	20,888	-	-	-	-	-
Recker Rd - Ocotillo to Chandler Hts	ST0800	9,060	-	-	-	-	-	9,060	-	-
Hunt Highway - Val Vista to 164th	ST0840	84,967	40	-	-	-	-	-	-	84,927
Recker Road - Ray to SR202	ST0960	6,410	4,459	1,951	-	-	-	-	-	-
Higley Rd - Riggs to Stacey	ST0980	17,850	1,973	-	-	15,877	-	-	-	-
Ocotillo Rd - 148th to Greenfield	ST0990	41,392	2,048	34,344	5,000	-	-	-	-	-
Elliot Rd - Neely to Burk	ST1050	8,195	-	-	-	-	-	-	8,195	-
Val Vista Dr - Appleby to Merlot	ST1120	34,684	34,535	149	-	-	-	-	-	-
Lindsay Rd - Queen Creek to Ocotillo	ST1140	12,450	1,483	10,967	-	-	-	-	-	-
Hunt Highway - Stacey to Recker	ST1150	26,055	-	-	-	-	-	26,055	-	-
Recker Rd - Riggs to Hunt Highway	ST1160	19,967	104	-	-	-	-	19,863	-	-
Lindsay Rd - Pecos to SR202	ST1170	12,371	11,830	541	-	-	-	-	-	-
Warner Rd - Power to East of Recker	ST1180	5,774	446	5,328	-	-	-	-	-	-
Power Rd - Guadalupe to SR202	ST1200	20,102	-	16,752	3,350	-	-	-	-	-
Val Vista Dr - Riggs to Hunt Highway	ST1270	14,847	-	-	-	-	-	14,847	-	-
Warner and Greenfield Intersection	ST1300	15,783	-	-	-	-	-	-	15,783	-
Ray and Gilbert Intersection	ST1310	10,868	-	-	-	-	-	-	10,868	-
Elliot and Gilbert Intersection	ST1320	11,185	66	-	11,119	-	-	-	-	-
Guadalupe and Val Vista Intersection	ST1330	6,687	-	-	-	-	-	-	6,687	-
Guadalupe and Power Intersection	ST1340	9,221	-	-	-	-	-	9,221	-	-
Elliot and Cooper Intersection	ST1380	10,319	1,076	9,243	-	-	-	-	-	-
Elliot and Higley Intersection	ST1390	7,912	-	-	-	-	-	7,912	-	-
Germann Rd - Gilbert to Val Vista	ST1450	32,689	30,663	2,026	-	-	-	-	-	-
Turn Lane Safety/Congestion Improve	ST1540	8,225	1,674	219	-	-	-	1,583	4,749	-
ADA Upgrades in Public ROW	ST1550	4,279	1,962	937	345	345	345	345	-	-
Constellation - South of Coldwater	ST1570	7,051	55	-	-	-	-	6,996	-	-
Lindsay and SR202 Interchange	ST1580	18,151	17,281	870	-	-	-	-	-	-
Higley and Pecos Intersection	ST1590	2,055	60	1,995	-	-	-	-	-	-
Railroad Crossings Improvements	ST1600	2,545	198	2,347	-	-	-	-	-	-
Mesquite St - Lindsay to Val Vista	ST1620	13,034	224	12,810	-	-	-	-	-	-
Val Vista Dr at Eastern Canal Bridge	ST1710	3,510	3,173	337	-	-	-	-	-	-
Val Vista Lakes Improvements	ST1720	62,701	768	17,385	24,194	20,354	-	-	-	-
Guadalupe Rd - Arizona to McQueen	ST1770	14,433	762	13,671	-	-	-	-	-	-
Cooper Rd - Encinas to Baseline	ST1800	11,931	-	11,931	-	-	-	-	-	-
Higley Rd - North of Elliot	ST1830	3,315	3	3,312	-	-	-	-	-	-
Cooly Station Transit Center	ST1840	16,492	2,586	-	13,906	-	-	-	-	-
Greenfield at Knox Right Turn Lane	ST1850	783	93	690	-	-	-	-	-	-
Gilbert and Warner Intersection	ST1860	16,383	231	-	16,152	-	-	-	-	-
McQueen and Elliot Intersection	ST1870	15,811	5	15,806	-	-	-	-	-	-
Lindsay and Guadalupe Intersection	ST1880	6,147	-	-	-	-	-	6,147	-	-
Chandler Heights - Recker to Power	ST1890	3,000	3	2,997	-	-	-	-	-	-
McQueen and Guadalupe Intersection	ST1910	16,619	1,200	15,419	-	-	-	-	-	-
Val Vista and Ray Intersection	ST1920	12,260	-	-	-	-	-	-	12,260	-
Power and Queen Creek Intersection	ST1940	8,853	-	-	-	-	-	-	8,853	-
Market and Williams Field Intersection	ST1960	1,071	55	1,016	-	-	-	-	-	-
Val Vista and Mercy Intersection	ST1970	1,493	100	1,393	-	-	-	-	-	-
Market and San Tan Village Intersection	ST1980	2,146	61	29	-	2,056	-	-	-	-
Higley and Inverness Intersection	ST1990	1,460	57	30	-	-	1,373	-	-	-
Power and Pecos Intersection	ST2000	87,261	-	-	-	-	-	87,261	-	-
Higley and Queen Creek Intersection	ST2010	5,062	67	4,995	-	-	-	-	-	-
Various Roadway Improvements	ST2050	6,147	75	-	-	-	-	-	6,072	-

Capital Expenses (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
Integrated Transit Center Dev Plan	ST2070	310	20	-	290	-	-	-	-	-
Bus Stop Improvements	ST2080	2,336	-	-	-	2,336	-	-	-	-
Watford Ct - Higley to Constellation	ST2100	4,441	-	-	-	4,441	-	-	-	-
Bus Stop Shelter Replacements	ST2101	3,364	-	3,364	-	-	-	-	-	-
Safe Route Enhancements	ST2102	55,258	-	30,258	-	-	-	25,000	-	-
Germann and Power Intersection	ST2103	2,475	-	-	2,475	-	-	-	-	-
Higley and Germann Intersection	ST2104	75	60	15	-	-	-	-	-	-
School Safety and Congestion Improve	ST2105	7,361	140	7,221	-	-	-	-	-	-
Lindsay and Elliot Intersection	ST2106	1,444	-	-	-	1,444	-	-	-	-
Val Vista and Warner Intersection	ST2107	4,099	-	-	-	4,099	-	-	-	-
Gilbert and Guadalupe Intersection	ST2108	895	-	-	-	895	-	-	-	-
Cooper and Madera Park Intersection	ST2110	641	61	580	-	-	-	-	-	-
148th St - Spur to Appleby	ST2111	2,811	9	2,802	-	-	-	-	-	-
White Fence Farms 4 Improvements	ST2113	11,718	-	-	-	11,718	-	-	-	-
Brentwood Acres Improvements	ST2114	6,035	-	-	-	6,035	-	-	-	-
Porter Acres Improvements	ST2115	11,370	-	-	11,370	-	-	-	-	-
Melody and Pioneer Improvements	ST2116	5,576	70	5,506	-	-	-	-	-	-
KA-LO Park Improvements	ST2117	5,637	65	5,572	-	-	-	-	-	-
College Park Improvements	ST2118	11,005	-	-	11,005	-	-	-	-	-
Mews Road - Higley to 1/2 Mile East	ST2119	332	-	332	-	-	-	-	-	-
Higley and Riggs Intersection	ST2120	431	-	431	-	-	-	-	-	-
Queen Creek and Val Vista Intersection	ST2121	3,161	-	-	3,161	-	-	-	-	-
Hearne Way and Gilbert Crosswalks	ST2122	254	2	252	-	-	-	-	-	-
Guadalupe and Oak Access Assessment	ST2123	163	-	163	-	-	-	-	-	-
San Tan Village and SR202 Intersection	ST2124	963	-	963	-	-	-	-	-	-
ADA Intersection Improvements	ST2125	4,772	-	-	-	-	-	4,772	-	-
Stacey Rd - Higley to 172nd	ST2126	1,864	-	271	1,593	-	-	-	-	-
Pecos Rd - Lindsay to Val Vista	ST2127	13,951	-	-	13,951	-	-	-	-	-
McQueen Rd and UPRR Improvements	ST2128	36,804	-	-	-	-	-	36,804	-	-
Val Vista Dr and UPRR Improvements	ST2129	36,301	-	-	-	-	-	36,301	-	-
Somerton Blvd - Williams Fld to Recker	ST2130	15,461	4,015	11,446	-	-	-	-	-	-
Val Vista and Williams Fld Intersection	ST2131	3,561	-	-	-	3,561	-	-	-	-
Cooper and Warner Intersection	ST2133	6,060	-	-	150	-	-	5,910	-	-
Higley and Guadalupe Intersection	ST2134	1,507	-	-	-	1,507	-	-	-	-
Higley Rd- Warner to Amber Lane	ST2135	6,310	-	350	5,960	-	-	-	-	-
Canal Crossings Access Study	ST2136	250	-	250	-	-	-	-	-	-
Total Capital Expenses		\$ 1,172,178	\$ 130,053	\$ 364,359	\$ 144,909	\$ 74,668	\$ 1,718	\$ 298,077	\$ 73,467	\$ 84,927

Capital Sources (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
2006 GO Bonds 08		2,314	2,314	-	-	-	-	-	-	-
2007 GO Bonds 08		3,508	3,508	-	-	-	-	-	-	-
2017 GO Bonds		53,467	44,998	8,469	-	-	-	-	-	-
2022 GO Bonds (Transport)		416,052	10,606	278,981	91,138	33,954	1,373	-	-	-
26/28 Potential StreetBond		345,250	-	-	-	-	-	206,970	53,353	84,927
Maricopa County		1,410	-	1,410	-	-	-	-	-	-
State Funds		7,900	7,900	-	-	-	-	-	-	-
State Grant		237	237	-	-	-	-	-	-	-
MAG RTP Arterial Fund		59,412	44,455	10,335	2,000	106	-	2,516	-	-
MAG Revolving Fund		7,693	(2,688)	12,487	(2,000)	(106)	-	-	-	-
Potential MAG Extension		51,174	-	-	-	-	-	51,174	-	-
Developer Contribution		23,385	16,894	-	560	5,931	-	-	-	-

Capital Expenses (1,000s)	Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
CIP Outside Sources	8,991	1,088	5,146	2,757	-	-	-	-	-
CIP O/S Revolving Fund	(10,521)	(9,747)	2,042	(2,442)	(1,300)	-	926	-	-
City of Mesa	8,023	-	-	8,023	-	-	-	-	-
Water Repl Fund	27,980	-	10,471	6,794	8,292	-	2,003	420	-
Wastewater Repl Fund	3,150	150	-	3,000	-	-	-	-	-
General Fund	888	888	-	-	-	-	-	-	-
Water Fund	6,844	2,070	20	3,350	1,144	-	260	-	-
Wastewater Fund	1,720	1,212	68	-	440	-	-	-	-
Solid Waste - Residential	2	2	-	-	-	-	-	-	-
Roadway and Maint. Fund	63,945	4,189	10,782	24,740	4,245	345	6,700	12,944	-
Future Growth Funding	34,849	-	-	5,396	11,156	-	11,547	6,750	-
Roads SDF	53,862	1,941	23,541	1,593	10,806	-	15,981	-	-
Investment Income	36	36	-	-	-	-	-	-	-
Miscellaneous	607	-	607	-	-	-	-	-	-
Total Sources	\$ 1,172,178	\$ 130,053	\$ 364,359	\$ 144,909	\$ 74,668	\$ 1,718	\$ 298,077	\$ 73,467	\$ 84,927

Operation and Maintenance Impact (1,000s)

Total Operation and Maintenance Impact	-	238	258	265	275	-
Total Revenue	-	-	-	-	-	-
Net Additional Cost	\$ -	\$ 238	\$ 258	\$ 265	\$ 275	\$ -

TRAFFIC

Capital Expenses (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
Advanced Fiber System - Phase 5	TS1330	4,077	-	-	-	-	-	4,077	-	-
Advanced Fiber System - Phase 6	TS1340	3,006	-	-	-	-	-	3,006	-	-
Recker and Galveston Signal	TS1440	685	40	645	-	-	-	-	-	-
Recker and Somerton Signal	TS1450	766	132	634	-	-	-	-	-	-
Williams Field and Wade Signal	TS1460	807	41	766	-	-	-	-	-	-
Williams Field and Somerton Signal	TS1470	754	232	522	-	-	-	-	-	-
Riggs and Recker Signal	TS1500	916	-	916	-	-	-	-	-	-
Recker and Warner Signal	TS1570	575	-	575	-	-	-	-	-	-
Recker and Ocotillo Signal	TS1580	1,081	4	1,077	-	-	-	-	-	-
Higley and Coldwater Signal	TS1620	1,648	-	-	-	1,648	-	-	-	-
Smart Signal Control System	TS1700	7,171	668	120	-	-	-	6,383	-	-
American Heroes and Gilbert Signal	TS1920	882	266	616	-	-	-	-	-	-
Fiber Optic Strategic Build Out	TS1940	27,571	338	13,869	6,682	6,682	-	-	-	-
Advanced Mid-Block Detection	TS1942	50,058	-	-	-	8,343	8,343	8,343	25,029	-
Higley and Bridges Signal	TS1943	871	101	770	-	-	-	-	-	-
Higley and Morrison Ranch Signal	TS1944	1,493	96	1,397	-	-	-	-	-	-
Lindsay and Layton Lakes Signal	TS1945	627	301	326	-	-	-	-	-	-
Cooper and Velerio Signal	TS1946	1,199	5	-	-	1,194	-	-	-	-
Val Vista and Melrose Signal	TS1947	759	234	525	-	-	-	-	-	-
Val Vista and Boston Signal	TS1948	900	41	859	-	-	-	-	-	-
Recker Road Conduit and Fiber	TS1949	690	573	117	-	-	-	-	-	-
Ray and Sanders Signal	TS1950	1,775	-	-	-	1,775	-	-	-	-
Germann and Silverado Signal	TS1951	724	-	-	724	-	-	-	-	-
Advance Detection Safety Improve Ph 2	TS1952	4,045	-	4,045	-	-	-	-	-	-
Ray and Catalina Signal	TS1953	1,961	-	-	-	1,961	-	-	-	-
ITS Network Master Plan	TS1954	458	-	-	458	-	-	-	-	-
Trail Crossing Improvements	TS1955	1,489	-	-	1,489	-	-	-	-	-
School Zone Flashers and Signs	TS1956	447	-	-	447	-	-	-	-	-
Baseline and Claiborne Access Imp	TS1957	150	-	-	150	-	-	-	-	-
Signal Inventory Study	TS1958	393	-	393	-	-	-	-	-	-
TSMO Plan Update	TS1959	393	-	-	-	-	-	-	393	-
Mid Block Traffic Counter	TS1960	1,946	-	-	-	-	1,946	-	-	-
Signal Pre-emption Update	TS1962	1,818	-	-	1,818	-	-	-	-	-
Intersection Signal Program	ISP	14,480	-	-	1,448	1,448	1,448	1,448	7,240	1,448
Total Capital Expenses		\$ 136,615	\$ 3,072	\$ 28,172	\$ 13,216	\$ 23,051	\$ 11,737	\$ 23,257	\$ 32,662	\$ 1,448

Capital Sources (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
2022 GO Bonds (Transport)		44,057	138	13,869	6,682	15,025	8,343	-	-	-
26/28 Potential StreetBond		33,372	-	-	-	-	-	8,343	25,029	-
Federal Funds		3,032	-	3,032	-	-	-	-	-	-
Federal Grant		432	-	-	432	-	-	-	-	-
Developer Contribution		678	678	-	-	-	-	-	-	-
CIP O/S Revolving Fund		-	(444)	162	282	-	-	-	-	-
General Fund		200	200	-	-	-	-	-	-	-
Roadway and Maint. Fund		21,849	1,136	2,690	4,372	-	1,946	11,312	393	-
Signal SDF		28,284	1,364	8,419	1,448	3,315	1,448	3,602	7,240	1,448
Future Growth Funding		4,711	-	-	-	4,711	-	-	-	-
Total Sources		\$ 136,615	\$ 3,072	\$ 28,172	\$ 13,216	\$ 23,051	\$ 11,737	\$ 23,257	\$ 32,662	\$ 1,448

Operation and Maintenance Impact (1,000s)

Total Operation and Maintenance Impact	-	13	14	16	16	-
Total Revenue	-	-	-	-	-	-
Net Additional Cost	\$ -	\$ 13	\$ 14	\$ 16	\$ 16	\$ -

MUNICIPAL FACILITIES

Capital Expenses (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
Transfer Station	MF0320	7,741	-	-	-	-	-	-	7,741	-
Public Safety Training Facility	MF0400	97,003	94,618	2,385	-	-	-	-	-	-
Municipal Center I Renovation	MF0530	19,855	17,427	2,428	-	-	-	-	-	-
Adaptive Response Unit 2 (ARU-2)	MF2160	1,300	-	-	-	-	1,300	-	-	-
Topaz Radio Infrastructure	MF2230	14,925	7,220	2,073	857	806	575	635	2,759	-
Adaptive Response Unit 1 (ARU-1)	MF2290	1,200	-	1,200	-	-	-	-	-	-
Utility Billing System Replacement	MF2310	4,480	1,404	3,076	-	-	-	-	-	-
Fleet Maintenance Facility Rehab	MF2350	1,336	1,314	22	-	-	-	-	-	-
Public Safety Roof Replacement	MF2360	2,581	-	2,581	-	-	-	-	-	-
PD Information System Replacement	MF2400	3,410	3,220	190	-	-	-	-	-	-
North Area Service Center Paving	MF2410	2,253	-	-	2,253	-	-	-	-	-
South Area Service Center Paving	MF2420	1,221	-	-	1,221	-	-	-	-	-
NASC Fuel Storage Tank Replacement	MF2440	1,549	112	1,227	210	-	-	-	-	-
Comprehensive Needs Assessment	MF2460	668	214	454	-	-	-	-	-	-
Public Safety Center Expansion	MF2470	29,315	-	-	29,315	-	-	-	-	-
Police Dispatch Center Expansion	MF2480	19,719	2,276	17,443	-	-	-	-	-	-
Advocacy Center	MF2490	33,501	127	33,374	-	-	-	-	-	-
Fire Station 4 Rebuild	MF2510	11,624	-	215	11,409	-	-	-	-	-
System Development Fee Study	MF2520	366	-	122	-	-	-	122	122	-
Crime Lab	MF2524	60,994	123	32	-	4,494	56,345	-	-	-
Traffic Operations Center	MF2526	15,679	60	1,940	13,679	-	-	-	-	-
Primary EOC Renovation	MF2527	7,752	522	7,230	-	-	-	-	-	-
SASC Oil Separator Repair	MF2530	110	10	100	-	-	-	-	-	-
Civic Center Parking Lot Rehab	MF2531	1,027	566	461	-	-	-	-	-	-
SASC Vehicle Service/Repair Facility	MF2532	731	2	729	-	-	-	-	-	-
Fuel Stations Shade Structures	MF2533	658	-	658	-	-	-	-	-	-
Fuel Dispensing Pump Replacement	MF2534	617	2	615	-	-	-	-	-	-
Park and Ride Facility Relocation	MF2535	2,897	-	273	2,624	-	-	-	-	-
Fire Station 11 Remodel	MF2536	7,371	-	222	2,514	-	-	4,635	-	-
Fire Station 5 Remodel	MF2537	7,514	-	-	1,516	-	-	-	5,998	-
Fire Station 8 Remodel	MF2538	6,275	-	-	-	-	1,410	-	4,865	-
Fire Station 2 Remodel	MF2539	7,578	-	-	-	-	-	1,451	6,127	-
SASC Access Improvements	MF2540	718	-	250	468	-	-	-	-	-
Fire Station 1 Remodel	MF2541	12,649	-	-	-	2,123	-	-	10,526	-
Fire Station 3 Remodel	MF2542	9,365	-	-	-	-	-	-	9,365	-
Fire Station 10 Remodel	MF2543	7,051	-	-	-	-	-	-	1,001	6,050
Fire Station 7 Remodel	MF2544	7,206	-	-	-	-	-	-	-	7,206
Fire Station 9 Remodel	MF2545	6,217	-	-	-	-	-	-	-	6,217
Fire Administration Remodel	MF2546	3,853	-	3,853	-	-	-	-	-	-
SASC Space Needs Master Plan	MF2547	413	-	-	413	-	-	-	-	-
Fire Station 6 Remodel	MF2550	6,923	-	-	1,431	-	-	-	5,492	-
Electric Charging Stations Conversion	MF2551	300	-	300	-	-	-	-	-	-
Total Capital Expenses		\$ 427,945	\$ 129,217	\$ 83,453	\$ 67,910	\$ 7,423	\$ 59,630	\$ 6,843	\$ 53,996	\$ 19,473

Capital Sources (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
2009 PFMP Bonds		14,496	14,496	-	-	-	-	-	-	-
24/26 Potential P.S. Bonds		56,345	-	-	-	-	56,345	-	-	-
2020 GO Pub Safety Bonds		65,454	65,454	-	-	-	-	-	-	-
Federal Funds		22,952	14	22,938	-	-	-	-	-	-

Capital Sources (1,000s)

	Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
CIP Outside Sources	2,956	59	273	2,624	-	-	-	-	-
CIP O/S Revolving Fund	4,496	463	4,033	-	-	-	-	-	-
General Repl Fund	100,370	16,131	8,144	11,409	-	-	4,635	41,289	18,762
Fleet Repl Fund	1,549	112	1,227	210	-	-	-	-	-
General Fund	89,811	26,548	31,425	18,065	6,870	1,591	1,650	2,951	711
Water Fund	2,613	461	1,031	1,121	-	-	-	-	-
Wastewater Fund	1,739	404	913	422	-	-	-	-	-
Solid Waste - Residential	10,063	886	1,274	162	-	-	-	7,741	-
Solid Waste - Commercial	130	32	13	85	-	-	-	-	-
Roadway and Maint. Fund	16,070	60	1,977	14,033	-	-	-	-	-
Fleet Fund	124	13	111	-	-	-	-	-	-
Env. Compliance Fund	20	-	-	20	-	-	-	-	-
Police SDF	17,974	222	6,042	9,215	418	298	340	1,439	-
Fire SDF	3,906	72	1,565	144	135	1,396	118	476	-
Park SDF	135	-	45	-	-	-	45	45	-
Signal SDF	32	-	10	-	-	-	11	11	-
Water SDF	32	-	10	-	-	-	11	11	-
Water Resources SDF	32	-	10	-	-	-	11	11	-
Greenfield Wastewater SDF	32	-	10	-	-	-	11	11	-
Neely Wastewater SDF	7	-	7	-	-	-	-	-	-
Future Growth Funding	10,400	-	-	10,400	-	-	-	-	-
Roads SDF	32	-	10	-	-	-	11	11	-
Investment Income	22	22	-	-	-	-	-	-	-
Miscellaneous	6,153	3,768	2,385	-	-	-	-	-	-
Total Sources	\$ 427,945	\$ 129,217	\$ 83,453	\$ 67,910	\$ 7,423	\$ 59,630	\$ 6,843	\$ 53,996	\$ 19,473

Operation and Maintenance Impact (1,000s)

Total Operation and Maintenance Impact	-	637	2,451	2,524	4,222	-
Total Revenue	-	-	-	-	-	-
Net Additional Cost	\$ -	\$ 637	\$ 2,451	\$ 2,524	\$ 4,222	\$ -

REDEVELOPMENT

Capital Expenses (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
Parking Garage 3	RD1190	46,603	-	46,603	-	-	-	-	-	-
Phoenix Avenue Pedestrian Mall	RD1210	7,233	96	7,137	-	-	-	-	-	-
Powerline Trail Beautification	RD2090	7,807	-	-	-	-	-	-	7,807	-
Transportation Improvements	RD2110	7,986	7,067	919	-	-	-	-	-	-
Intersection Study	RD2120	623	385	238	-	-	-	-	-	-
Ash Street Re-Alignment	RD2130	7,980	-	-	7,980	-	-	-	-	-
Paseo Pedestrian and Bike Route	RD2160	493	456	37	-	-	-	-	-	-
The Living Room Plaza	RD2170	25,991	-	-	2,688	23,303	-	-	-	-
Vaughn Ventilator	RD2190	33,679	7,126	26,553	-	-	-	-	-	-
Parking Master Plan Update	RD2200	315	197	118	-	-	-	-	-	-
The Neighborhood Park	RD2210	3,336	-	-	-	-	-	-	3,336	-
Gilbert Road Median Improvements	RD2220	2,904	-	2,904	-	-	-	-	-	-
Utility Infrastructure Study	RD2260	257	244	13	-	-	-	-	-	-
Heritage Center Site and ADA Improv	RD2261	1,229	132	70	1,027	-	-	-	-	-
ADA Sidewalk Repairs	RD2262	1,972	1,405	567	-	-	-	-	-	-
Passenger Loading Zones	RD2263	1,516	299	-	-	-	-	1,217	-	-
University Building 4th Floor Imp	RD2265	4,695	3,821	874	-	-	-	-	-	-
West Commercial Alley Improvements	RD2266	5,033	-	-	-	-	-	1,632	3,401	-
Fancy Hat Street Improvements	RD2267	5,326	-	-	-	-	-	1,904	3,422	-
Water Tower Way - South Ash Phase	RD2268	4,986	-	936	4,050	-	-	-	-	-
Water Tower Way - Core Phase	RD2269	7,683	-	-	1,126	6,557	-	-	-	-
Veterans Memorial Pedestrian Bridge	RD2270	14,002	-	-	-	-	-	-	14,002	-
Water Tower Way - North Alley Phase	RD2271	2,488	-	-	-	-	-	-	2,488	-
Total Capital Expenses		\$ 194,137	\$ 21,228	\$ 86,969	\$ 16,871	\$ 29,860	\$ -	\$ 4,753	\$ 34,456	\$ -

Capital Sources (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
2017 GO Bonds		9,821	6,107	3,714	-	-	-	-	-	-
2022 GO Bonds (Transport)		85,219	49	78,971	6,199	-	-	-	-	-
24/26 Potential Parks Bond		7,807	-	-	-	-	-	-	7,807	-
26/28 Potential StreetBond		26,849	-	-	-	-	-	3,536	23,313	-
CDBG		3,201	1,537	637	1,027	-	-	-	-	-
CIP Outside Sources		108	108	-	-	-	-	-	-	-
CIP O/S Revolving Fund		913	167	746	-	-	-	-	-	-
Water Repl Fund		1,572	700	-	872	-	-	-	-	-
General Fund		12,847	11,416	1,431	-	-	-	-	-	-
Wastewater Fund		909	-	-	909	-	-	-	-	-
Roadway and Maint. Fund		15,305	1,063	1,292	5,176	6,557	-	1,217	-	-
Future Growth Funding		3,336	-	-	-	-	-	-	3,336	-
Private Fund		25,991	-	-	2,688	23,303	-	-	-	-
Miscellaneous		259	81	178	-	-	-	-	-	-
Total Sources		\$ 194,137	\$ 21,228	\$ 86,969	\$ 16,871	\$ 29,860	\$ -	\$ 4,753	\$ 34,456	\$ -

Operation and Maintenance Impact (1,000s)

Total Operation and Maintenance Impact				-	38	161	161	161	-	
Total Revenue				-	200	200	200	200	-	
Net Additional Cost				\$ -	\$ (162)	\$ (39)	\$ (39)	\$ (39)	\$ -	

STORM WATER

Capital Expenses (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
Sonoqui Wash Restoration	SW0070	8,436	-	-	-	-	-	-	8,436	-
Hunt Highway Channel Protection	SW0100	5,486	-	-	-	-	-	5,486	-	-
2023 Storm Water Master Plan	SW0120	650	56	594	-	-	-	-	-	-
Nichols Park Basin Improvements	SW0121	765	-	-	-	765	-	-	-	-
Crossroads SW Pump Station Rehab	SW0124	723	-	723	-	-	-	-	-	-
Riggs Road Channel Restoration	SW0125	25,866	-	-	-	-	-	25,866	-	-
Drywell Inspection and Rehab	SW0126	244	-	244	-	-	-	-	-	-
Village II SW Pump Station Rehab	SW0127	714	4	710	-	-	-	-	-	-
Vaughn SW Pump Station Rehab	SW0128	967	-	967	-	-	-	-	-	-
Nichols SW Pump Station Rehab	SW0129	410	-	410	-	-	-	-	-	-
Freestone SW Pump Station Rehab	SW0130	586	6	580	-	-	-	-	-	-
Houston Ave Storm Drain Rehab	SW0131	593	-	593	-	-	-	-	-	-
Val Vista Lakes Storm System Rehab	SW0132	1,169	-	97	292	780	-	-	-	-
Total Capital Expenses		\$ 46,609	\$ 66	\$ 4,918	\$ 292	\$ 1,545	\$ -	\$ 31,352	\$ 8,436	\$ -

Capital Sources (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
26/28 Potential StreetBond		25,866	-	-	-	-	-	25,866	-	-
State Grant		548	-	548	-	-	-	-	-	-
Env. Compliance Repl Fund		4,614	10	3,532	292	780	-	-	-	-
Env. Compliance Fund		15,581	56	838	-	765	-	5,486	8,436	-
Total Sources		\$ 46,609	\$ 66	\$ 4,918	\$ 292	\$ 1,545	\$ -	\$ 31,352	\$ 8,436	\$ -

Operation and Maintenance Impact (1,000s)

Total Operation and Maintenance Impact				-	119	149	149	149	-	
Total Revenue				-	-	-	-	-	-	
Net Additional Cost				\$ -	\$ 119	\$ 149	\$ 149	\$ 149	\$ -	

WATER

Capital Expenses (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
Site 34 New Well and Reservoir	WA0270	27,289	1,086	8,974	-	-	-	-	17,229	-
Site 30 Well Equip/Reservoir Build	WA0620	21,942	21,498	444	-	-	-	-	-	-
Zone 2 to Zone 4 Interconnect	WA0670	2,002	4	1,998	-	-	-	-	-	-
Site 31 Well Development	WA0710	6,571	5,232	1,339	-	-	-	-	-	-
Site 33 Well Development	WA0800	5,721	15	5,706	-	-	-	-	-	-
Site 20B New Well Development	WA0810	7,396	962	6,434	-	-	-	-	-	-
Water Rights - WMAT Settlement	WA0830	12,747	-	12,747	-	-	-	-	-	-
Site 32 Well and System Connections	WA0880	9,335	668	8,667	-	-	-	-	-	-
Water Rights - Phase 2	WA0940	36,843	18,605	5,346	12,892	-	-	-	-	-
Power Rd Water Line	WA1120	4,655	-	-	-	4,655	-	-	-	-
Tankersley Water Line Area I	WA1180	8,541	7,159	1,382	-	-	-	-	-	-
Water Rights Resiliency and Capacity	WA1200	46,851	-	-	-	-	-	-	46,851	-
Site 20 New Reservoir Construction	WA1230	20,611	922	19,689	-	-	-	-	-	-
Tankersley Water Line Area II	WA1310	12,022	485	11,537	-	-	-	-	-	-
Tankersley Water Line Area V	WA1320	15,362	925	14,437	-	-	-	-	-	-
Tankersley Water Line Area III/IV	WA1330	15,959	-	-	-	-	-	-	15,959	-
Tankersley Water Line Area VI	WA1340	2,987	-	-	-	-	-	2,987	-	-
Tankersley Water Line Area VII/VIII	WA1350	12,664	-	-	-	-	-	12,664	-	-
Site 21 and 22 Blending Control Well	WA1370	758	662	96	-	-	-	-	-	-
Zones 1 and 2 Split Valves	WA1410	2,529	5	437	1,148	-	-	939	-	-
Gilbert Rd Water Line	WA1440	4,763	3,856	907	-	-	-	-	-	-
Transmission Main Assessment Phase 1	WA1450	332	-	332	-	-	-	-	-	-
Higley Rd Water Line	WA1460	3,595	147	3,448	-	-	-	-	-	-
Islands Water Line Replacement	WA1470	73,464	-	-	-	-	-	73,464	-	-
Well Site 25 Arsenic Mitigation	WA1480	3,441	-	-	-	-	-	-	3,441	-
Cathodic Protection Assessment	WA1490	941	-	941	-	-	-	-	-	-
Pony Lane Water Line Replacement	WA1510	11,012	-	-	11,012	-	-	-	-	-
148th St Water Line	WA1530	886	-	886	-	-	-	-	-	-
Lindsay Rd Water Line	WA1540	3,643	-	-	-	-	3,643	-	-	-
Vulnerability Assessment/ERP Phase 2	WA1542	396	4	392	-	-	-	-	-	-
Tankersley Water Line Area IX	WA1545	11,115	-	-	-	-	-	11,115	-	-
Zone 1 Transmission Main Assessment	WA1546	7,990	7,434	556	-	-	-	-	-	-
Zone 1 System Connectivity	WA1547	2,410	20	2,390	-	-	-	-	-	-
Site 8 Condition Repair	WA1557	2,752	137	106	-	-	-	2,509	-	-
NWTP SCADA/I&C Support Services	WA1579	122	40	82	-	-	-	-	-	-
NWTP South Reservoir Improvements	WA1582	10,840	2,043	8,797	-	-	-	-	-	-
Integrated Water Resources Master Plan	WA1584	2,436	1,097	114	-	-	1,225	-	-	-
NWTP Upgrades and Reconstruction	WA1589	545,230	42,660	436,986	65,584	-	-	-	-	-
Well Site 3 Consolidated Canal Line	WA1590	764	400	364	-	-	-	-	-	-
ICPMS Instrument Replacement	WA1593	323	-	323	-	-	-	-	-	-
SVWTP Raw Water Cathodic Protection	WA1594	5,672	2	5,670	-	-	-	-	-	-
Power Rd Water Line	WA1595	454	8	446	-	-	-	-	-	-
Water Rights Bartlett Lake Modification	WA1596	17,385	-	-	-	-	-	5,795	11,590	-
ACP Water Line Replacements	WA1597	200,270	-	-	-	-	6,125	8,893	20,626	164,626
Stratland Estates Utility Separation	WA1600	616	30	586	-	-	-	-	-	-
Guadalupe Rd Water Line Abandonment	WA1601	1,012	3	1,009	-	-	-	-	-	-
Site 21 Booster Upgrades	WA1603	3,622	2	3,620	-	-	-	-	-	-
144th St Water Line	WA1604	1,772	-	-	-	-	1,772	-	-	-
NWTP Electrical Building A Rehab	WA1607	2,044	181	1,863	-	-	-	-	-	-
Site 35 New Well Development	WA1608	1,093	6	1,087	-	-	-	-	-	-

Capital Expenses (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
Site 36 New Well Development	WA1609	8,976	-	8,976	-	-	-	-	-	-
Site 37 New Well Development	WA1610	8,976	-	8,976	-	-	-	-	-	-
Site 38 New Well Development	WA1611	8,976	-	8,976	-	-	-	-	-	-
Site 39 New Well Development	WA1612	8,976	-	8,976	-	-	-	-	-	-
Site 40 New Well Development	WA1613	8,976	-	-	-	-	-	-	8,976	-
Transmission Main Assessment Phase 3	WA1614	22,188	-	22,188	-	-	-	-	-	-
2027 Vulnerability Assessment/ERP	WA1615	274	-	-	-	-	274	-	-	-
2032 Vulnerability Assessment/ERP	WA1616	274	-	-	-	-	-	-	274	-
Lead and Copper Compliance Program	WA1617	330	-	330	-	-	-	-	-	-
Site 5 Pump Replacement and Improve	WA1618	888	-	888	-	-	-	-	-	-
Transmission Main Assessment Phase 4	WA1619	9,391	-	-	-	-	9,391	-	-	-
SVWTP Transmission Main Assmt Phase 1	WA1620	5,833	-	-	-	-	-	5,833	-	-
Site 21 Reservoir Roof Replacement	WA1621	1,558	-	-	1,558	-	-	-	-	-
Site 26 Reservoir Roof Replacement	WA1622	1,459	-	-	-	-	1,459	-	-	-
System Arsenic Valve Replacements	WA1623	3,966	-	-	-	3,966	-	-	-	-
Site 19 Electric & Chlorine Upgrade	WA1624	4,319	-	-	-	-	-	-	4,319	-
Desert Sky Utilities Improvements	WA1625	508	-	508	-	-	-	-	-	-
Site 35 Facility Development	WA1626	8,973	-	-	-	843	8,130	-	-	-
Site 41 Well Facility Development	WA1627	8,973	-	-	-	-	-	843	8,130	-
Site 42 Well Facility Development	WA1628	8,973	-	-	-	-	-	-	8,973	-
Site 43 Well Facility Development	WA1629	8,973	-	-	-	-	-	-	8,973	-
Site 44 New Well Development	WA1630	8,973	-	-	-	-	-	-	-	8,973
Water Rights - SRP CAP Interconnect	WA1631	8,500	-	500	500	2,500	2,500	2,500	-	-
Transmission Main Assessment Phase 5	WA1632	1,182	-	-	-	-	-	-	-	1,182
NWTP Finished Water Pump Station	WA1633	12,421	-	-	12,421	-	-	-	-	-
Zone 1 Relief Transmission Main 1	WA1634	16,927	-	-	-	-	-	-	16,927	-
Zone 1 Relief Transmission Main 2	WA1635	21,579	-	-	-	-	-	-	21,579	-
Site 26 Booster Station Improvements	WA1636	1,692	-	-	-	-	-	-	1,692	-
Zone 2 Relief Transmission Main 1	WA1637	5,036	-	-	-	-	-	-	5,036	-
Zone 2 Relief Transmission Main 2	WA1638	6,747	-	-	-	6,747	-	-	-	-
Water System Surge Evaluation	WA1639	3,047	-	-	-	-	-	-	3,047	-
Fire Flow Improvements Phase 1	WA1640	3,814	-	-	-	-	-	3,814	-	-
Fire Flow Improvements Phase 2	WA1641	4,408	-	-	-	-	-	-	4,408	-
Fire Flow Improvements Phase 3	WA1642	2,356	-	-	-	-	-	-	2,356	-
Fire Flow Improvements Phase 4	WA1643	4,967	-	-	-	-	-	-	4,967	-
Fire Flow Improvements Phase 5	WA1644	3,124	-	-	-	-	-	-	-	3,124
Fire Flow Improvements Phase 6	WA1645	610	-	-	-	-	-	-	610	-
Fire Flow Improvements Phase 7	WA1646	1,210	-	-	-	-	-	-	1,210	-
Fire Flow Improvements Phase 8	WA1647	272	-	-	-	-	-	-	-	272
Fire Flow Improvements Phase 9	WA1648	253	-	-	-	-	-	-	-	253
Santan Vista Condition Assessment	WA1649	548	-	-	-	-	-	-	548	-
NWTP FWPS and Reservoir Replacement	WA1650	32,771	-	-	-	-	-	-	32,771	-
Unidirectional Flushing Program	WA1651	143	-	143	-	-	-	-	-	-
Cooper Rd Water Line Repair	WA1652	178	-	178	-	-	-	-	-	-
Total Capital Expenses		\$ 1,465,698	\$ 116,298	\$ 630,777	\$ 105,115	\$ 18,711	\$ 34,519	\$ 131,356	\$ 250,492	\$ 178,430

Capital Sources (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
2022 WRMPC (Water SDF)		163,395	10,762	152,633	-	-	-	-	-	-
2022 WRMPC (Water)		147,028	7,570	122,960	16,498	-	-	-	-	-
2007 WRMPC Bonds		13	13	-	-	-	-	-	-	-

Capital Expenses (1,000s)	Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
WRMPC - Intergov Contrib	2,836	1	2,835	-	-	-	-	-	-
2016 WRMPC Bonds (SDF)	22,208	20,425	1,783	-	-	-	-	-	-
2022 WRMPC (WR SDF)	15,747	-	15,747	-	-	-	-	-	-
2022 WRMPC (Water R&R)	326,939	25,577	258,863	42,499	-	-	-	-	-
Potential WRMPC (WR SDF)	36,317	-	-	12,892	-	-	-	23,425	-
City of Chandler	3,190	-	-	-	-	-	2,916	274	-
Water Repl Fund	442,071	21,041	41,905	12,570	3,966	16,975	111,632	69,356	164,626
Water Fund	139,890	3,382	30,949	1,648	5,874	3,250	10,170	70,813	13,804
Wastewater Fund	1,652	518	248	-	-	749	-	137	-
Water SDF	50,341	8,404	508	15,902	4,655	3,643	-	17,229	-
Water Resources SDF	20,951	18,605	2,346	-	-	-	-	-	-
Future Growth Funding	93,120	-	-	3,106	4,216	9,902	6,638	69,258	-
Total Sources	\$ 1,465,698	\$ 116,298	\$ 630,777	\$ 105,115	\$ 18,711	\$ 34,519	\$ 131,356	\$ 250,492	\$ 178,430

Operation and Maintenance Impact (1,000s)

Total Operation and Maintenance Impact	-	327	382	382	382	-
Total Revenue	-	-	-	-	-	-
Net Additional Cost	\$ -	\$ 327	\$ 382	\$ 382	\$ 382	\$ -

WASTEWATER

Capital Expenses (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
System Relief Sewers Phase 1	WW0690	9,002	3,209	4,324	-	1,469	-	-	-	-
Candlewood Lift Station & Force Main	WW0700	10,156	8,882	1,274	-	-	-	-	-	-
GWRP Expansion Phase 3	WW0750	46,315	45,343	972	-	-	-	-	-	-
South Recharge Site Phase 2	WW0770	10,508	8,531	1,977	-	-	-	-	-	-
Cactus Yards Recl Water Recovery Well	WW0890	2,888	2,400	488	-	-	-	-	-	-
Aquifer Storage and Recovery Wells	WW0940	9,161	73	2,204	-	6,884	-	-	-	-
Riparian Distribution Structure	WW0960	10,655	7	971	-	-	9,677	-	-	-
GWRP Various Plant Improvements	WW0970	27,849	3,375	14,192	4,048	3,198	3,036	-	-	-
System Wide Force Main Retrofit	WW1050	66,658	2,259	5,849	1,000	12,825	3,922	22,692	18,111	-
Concrete Pipe Gravity Sewer Rehab	WW1060	18,590	2,437	16,153	-	-	-	-	-	-
Turner Ranch Gravity Sewer Upgrade	WW1070	8,496	-	-	-	-	-	-	8,496	-
Recker and Warner Valve Vault	WW1080	715	673	42	-	-	-	-	-	-
Neely Activated Sludge Pump Station Repl	WW1090	8,857	2,686	6,171	-	-	-	-	-	-
Neely Oxidation Ditch Rotor Repl	WW1100	15,263	4,983	10,280	-	-	-	-	-	-
Neely Effluent Filter Replacement	WW1110	11,518	4,753	6,765	-	-	-	-	-	-
Neely Odor Control System	WW1130	1,828	10	1,818	-	-	-	-	-	-
GWRP Repair and Replacement Phase 3	WW1140	20,540	19,263	1,277	-	-	-	-	-	-
Layton Lakes Odor Control	WW1160	2,160	1,004	1,156	-	-	-	-	-	-
Western Canal Odor Control	WW1170	1,113	240	618	-	255	-	-	-	-
Gilbert and Ray Sewer Outfall	WW1180	809	177	632	-	-	-	-	-	-
GWRP Expansion Phase 4	WW1200	91,805	-	-	-	-	-	91,805	-	-
Val Vista Reclaimed Water Line	WW1210	4,349	-	-	4,349	-	-	-	-	-
Riggs Reclaimed Water Line	WW1220	4,992	-	-	4,992	-	-	-	-	-
Neely Admin Building Repairs	WW1231	7,189	338	1,368	-	-	-	5,483	-	-
Reservoir 3 Reclaimed Recovery Well	WW1233	4,318	-	-	-	4,318	-	-	-	-
Higley Reclaimed Water Line	WW1234	12,740	-	-	-	6,535	6,205	-	-	-
SASC Odor Control Site	WW1235	2,429	-	-	-	2,429	-	-	-	-
Islands Lift Station Improvements	WW1237	1,764	-	-	-	1,764	-	-	-	-
Lift Station Property Acquisition	WW1238	323	-	-	-	323	-	-	-	-
Manhole Rehabilitation Phase 1	WW1242	10,832	5,231	2,039	-	-	-	3,562	-	-
Agritopia Odor Control Site	WW1243	2,741	-	-	-	2,741	-	-	-	-
Western Canal ACP Replacement	WW1246	31	-	31	-	-	-	-	-	-
Manhole Rehabilitation Phase 2	WW1248	12,691	28	5,318	-	2,000	-	5,345	-	-
Layton Lakes/Crossroads Lift Station	WW1251	3,459	4	3,455	-	-	-	-	-	-
Commons Lift Station Improvements	WW1252	866	3	863	-	-	-	-	-	-
Oak Sewer Realignment	WW1253	941	-	-	-	-	-	941	-	-
Lift Station Safety Improvements	WW1254	500	61	439	-	-	-	-	-	-
Neely Area Parallel Relief Sewers	WW1255	5,906	-	-	-	-	-	5,906	-	-
Greenfield Area Parallel Relief Sewers	WW1256	2,953	-	-	-	-	-	2,953	-	-
Neely WRF Concrete Assessment	WW1259	1,464	-	-	-	-	1,464	-	-	-
Access and Security Improvements	WW1260	1,054	-	-	-	-	-	-	1,054	-
Site 3 Control System Replacements	WW1261	150	-	-	-	-	-	150	-	-
Site 3 Chlorine Generation System	WW1262	467	-	-	467	-	-	-	-	-
Higley and Ocotillo Dosing Station	WW1264	467	-	-	467	-	-	-	-	-
Val Vista and Ocotillo Odor Control	WW1265	1,385	-	-	-	-	-	-	1,385	-
Lindsay and Pecos Odor Control	WW1266	1,391	-	-	-	-	-	-	1,391	-
BioFilter - Greenfield and Germann	WW1267	1,594	-	-	-	-	-	-	1,594	-
Elliot Rd Reclaimed Line	WW1268	37,299	-	-	-	-	-	-	37,299	-
BioFilter - Lindsay and Queen Creek	WW1269	2,045	-	-	-	-	-	-	2,045	-
Baseline & Greenfield Gravity Line	WW1270	20,931	-	-	-	-	4,453	16,478	-	-
Recker & Morrison Ranch Gravity Line	WW1271	1,642	-	-	-	-	394	1,248	-	-
Fiesta Tech Facility Upgrades 1	WW1272	14,249	-	-	-	-	-	14,249	-	-

Reclaimed System Surge Evaluation	WW1273	3,118	-	-	-	881	2,237	-	-	-
Reclaimed Zone Split Improvements	WW1274	768	-	-	-	-	-	768	-	-
Charbray Reclaimed Line	WW1275	1,508	-	-	-	1,508	-	-	-	-
Williams Field Reclaimed Line	WW1276	18,252	-	-	-	-	3,943	14,309	-	-
Pecos Rd Reclaimed Line	WW1277	13,642	-	-	-	-	2,904	10,738	-	-
SCADA & Communications Master Plan	WW1278	334	-	-	-	334	-	-	-	-
GWRP - Flow Monitoring Program	WW1279	243	-	-	-	-	-	-	-	243
Reclaimed Control Valve Upgrades	WW1280	2,777	-	-	-	-	604	-	2,173	-
Total Capital Expenses		\$ 578,690	\$ 115,970	\$ 90,676	\$ 15,323	\$ 47,464	\$ 38,839	\$196,627	\$ 73,548	\$ 243

Capital Sources: (1,000s)	Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
2018 WRMPC Bonds	43,121	43,121	-	-	-	-	-	-	-
Wastewater Repl Fund	230,080	51,454	68,681	2,939	17,247	12,840	58,808	18,111	-
Wastewater Fund	84,685	7,039	14,281	3,043	20,654	20,519	768	18,138	243
Wastewater SDF	1,134	1,134	-	-	-	-	-	-	-
Greenfield Wastewater SDF	21,360	9,323	5,153	-	6,884	-	-	-	-
Neely Wastewater SDF	6,460	3,899	2,561	-	-	-	-	-	-
Future Growth Funding	191,850	-	-	9,341	2,679	5,480	137,051	37,299	-
Total Sources	\$ 578,690	\$ 115,970	\$ 90,676	\$ 15,323	\$ 47,464	\$ 38,839	\$196,627	\$ 73,548	\$ 243

Operation and Maintenance Impact (1,000s)

Total Operation and Maintenance Impact	-	162	514	514	544	-
Total Revenue	-	-	-	-	-	-
Net Additional Cost	\$ -	\$ 162	\$ 514	\$ 514	\$ 544	\$ -

PARKS AND RECREATION

Capital Expenses (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
Freestone Park Expansion - North	PR0030	27,577	-	-	-	-	-	-	27,577	-
Freestone Skate and Tennis Facility	PR0240	9,043	-	-	-	-	-	-	-	9,043
Gilbert Regional Park Phase 1A & 1B	PR0310	41,240	40,614	626	-	-	-	-	-	-
Desert Sky Park Phase 1	PR0320	35,339	35,330	9	-	-	-	-	-	-
Marathon Trail Improvements	PR0330	29,079	-	-	-	5,259	23,820	-	-	-
Culture and Education Center	PR0370	78,742	-	-	-	-	-	-	-	78,742
Crossroads Park Phase 2	PR0390	13,097	24	-	-	-	-	-	13,073	-
Freestone Recreation Center Pool	PR0420	27,682	-	-	-	-	-	-	-	27,682
Crossroads Park Lake Improvements	PR0530	8,225	-	-	-	8,225	-	-	-	-
Parks and Trails Signs	PR0560	233	133	100	-	-	-	-	-	-
Urban Lakes Renovation	PR0570	32,231	1,372	4,268	4,268	4,268	4,268	4,268	9,519	-
Rittenhouse Trail Improvements	PR0580	14,588	-	-	-	-	-	-	14,588	-
Western Powerline Trail Phase 4	PR0620	4,822	1,327	3,495	-	-	-	-	-	-
McQueen Park Phase 4	PR0630	9,463	-	-	-	-	-	-	-	9,463
Riparian Education Center	PR0710	6,915	-	800	6,115	-	-	-	-	-
Santan Vista Trail Imp Phase 3	PR0850	14,258	4	-	-	-	-	14,254	-	-
Shade Structures	PR0920	548	487	61	-	-	-	-	-	-
Santan Vista Trail Imp Phase 4	PR0970	4,391	-	4,391	-	-	-	-	-	-
Santan Freeway Trail Imp West Leg	PR1010	10,159	-	-	-	-	-	10,159	-	-
Santan Freeway Trail Imp East Leg	PR1020	21,481	-	-	-	-	-	-	21,481	-
Playground Replacements	PR1030	2,206	2,162	44	-	-	-	-	-	-
Water Tower Plaza	PR1040	7,054	151	6,903	-	-	-	-	-	-
Discovery Park Playground Structure	PR1080	1,560	-	-	-	-	-	-	1,560	-
Western Powerline Trail Phase 5	PR1100	4,163	-	-	-	-	-	-	4,163	-
SERL Parking Lot Connection	PR1110	4,917	24	872	4,021	-	-	-	-	-
Irrigation System Replacements	PR1160	33,505	-	12,770	9,966	2,085	1,292	1,897	5,495	-
Santan Vista Trail Imp Phase 5	PR1210	5,686	-	-	-	-	-	-	5,686	-
Trail Lighting	PR1230	16,538	-	-	-	-	16,538	-	-	-
Cosmo Park Turf Project	PR1240	2,813	-	-	-	-	2,813	-	-	-
Trail Crossings at RR Tracks Study	PR1270	515	-	-	-	-	515	-	-	-
Cactus Yards Parking Lot	PR1290	5,611	-	5,611	-	-	-	-	-	-
Trail Safety Crossing Improvements	PR1310	413	114	299	-	-	-	-	-	-
Nichols Park at Water Ranch Phase 2	PR1311	42,074	-	-	-	-	-	6,978	35,096	-
Gilbert Youth Soccer Complex Phase 2	PR1312	36,313	-	-	-	-	-	-	-	36,313
Marathon Trail Crossing at Pecos	PR1314	1,493	-	1,493	-	-	-	-	-	-
Marathon Trail Crossing at Higley	PR1315	1,106	-	1,106	-	-	-	-	-	-
Heritage Trail Crossing at Guadalupe	PR1316	872	-	872	-	-	-	-	-	-
San Tan Vista Trail Crossing at Pecos	PR1317	585	-	585	-	-	-	-	-	-
Heritage Trail Crossing at Lindsay	PR1318	225	-	225	-	-	-	-	-	-
Marathon Trail at Power and Guadalupe	PR1319	2,307	-	2,307	-	-	-	-	-	-
San Tan Vista Trail Crossing at Ray	PR1320	762	-	762	-	-	-	-	-	-
Gilbert Regional Park Phase 2 and 3	PR1321	187,429	-	8,938	-	178,491	-	-	-	-
Desert Sky Park Phase 2	PR1322	84,636	-	11,429	-	-	73,207	-	-	-
Marathon Trail Crossing at Power	PR1323	2,670	5	142	-	-	-	-	2,523	-
Queen Creek and Sonoqui Wash Trail	PR1324	2,134	-	-	147	-	-	1,987	-	-
Mesquite Aquatic Center Improvements	PR1325	8,345	-	-	8,345	-	-	-	-	-
Freestone Park Pickleball Complex	PR1326	9,965	-	-	-	9,965	-	-	-	-
Queen Creek Wash Crossing at Higley	PR1327	1,301	-	1,301	-	-	-	-	-	-
Western Powerline Trail Water Feature	PR1328	632	-	632	-	-	-	-	-	-

Capital Expenses (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
Trail System Repairs	PR1329	632	5	435	192	-	-	-	-	-
Vehicular Shade Structures	PR1330	2,239	-	-	-	-	-	-	2,239	-
Cactus Yards Ballfield Improvements	PR1331	496	-	-	-	-	-	-	496	-
Freestone Rec Gymnasium Expansion	PR1332	14,372	-	-	-	14,372	-	-	-	-
Crossroads Dog Park Improvements	PR1333	4,859	-	-	-	-	-	-	4,859	-
SERL Furniture Replacement	PR1334	389	-	-	389	-	-	-	-	-
Page Park Recreational Improvements	PR1335	5,742	-	-	-	5,742	-	-	-	-
Parks Facility Fiber Connection	PR1336	640	14	626	-	-	-	-	-	-
Parks and Rec Master Plan Update	PR1337	455	12	443	-	-	-	-	-	-
Freestone Park Ballfield Imp	PR1338	14,564	-	-	-	14,564	-	-	-	-
Gilbert Road Multiuse Path	PR1340	1,568	-	218	1,350	-	-	-	-	-
Trail Right-of-Way Assessment	PR1341	228	18	210	-	-	-	-	-	-
Regional Park Drive Extension	PR1342	6,725	-	-	6,725	-	-	-	-	-
Perry Pool Renovation	PR1343	926	386	540	-	-	-	-	-	-
Veterans Park Upgrades	PR1344	6,408	-	-	-	-	-	-	6,408	-
Shade Structures	PR1345	377	-	377	-	-	-	-	-	-
Playground Replacements	PR1346	686	-	686	-	-	-	-	-	-
Turf Removal Project	PR1347	758	-	758	-	-	-	-	-	-
Community Center Kitchen Remodel	PR1348	200	-	200	-	-	-	-	-	-
Total Capital Expenses		\$ 919,207	\$ 82,182	\$ 74,534	\$ 41,518	\$ 242,971	\$ 122,453	\$ 39,543	\$ 154,763	\$ 161,243

Capital Sources (1,000s)		Total	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Years 6-10	Beyond 10 Yrs
2009 PFMP Bonds		10,268	10,268	-	-	-	-	-	-	-
2001 GO Bonds 02-03		1	1	-	-	-	-	-	-	-
2022 GO Bonds (Transport)		8,918	-	7,568	1,350	-	-	-	-	-
24/26 Potential Parks Bond		416,910	-	-	-	200,908	110,697	33,378	71,927	-
Maricopa County		317	317	-	-	-	-	-	-	-
CDBG		200	-	200	-	-	-	-	-	-
Developer Contribution		89	89	-	-	-	-	-	-	-
Salt River Project		19	19	-	-	-	-	-	-	-
CIP Outside Sources		5,390	755	463	-	4,172	-	-	-	-
CIP O/S Revolving Fund		(9,029)	(10,212)	1,094	4,172	(4,083)	-	-	-	-
General Repl Fund		85,059	1,226	29,033	14,426	13,635	5,560	6,165	15,014	-
General Fund		53,011	4,237	18,260	10,484	13,967	3,328	-	2,735	-
Water Fund		1,069	-	-	1,069	-	-	-	-	-
Wastewater Fund		1,823	-	-	1,823	-	-	-	-	-
Park SDF		41,050	21,138	17,044	-	-	2,868	-	-	-
Future Growth Funding		83,632	-	-	4,173	14,372	-	-	65,087	-
Park SDF - Prior to 2012		35,835	35,835	-	-	-	-	-	-	-
Investment Income		8	8	-	-	-	-	-	-	-
Unidentified		161,243	-	-	-	-	-	-	-	161,243
Miscellaneous		23,394	18,501	872	4,021	-	-	-	-	-
Total Sources		\$ 919,207	\$ 82,182	\$ 74,534	\$ 41,518	\$ 242,971	\$ 122,453	\$ 39,543	\$ 154,763	\$ 161,243

Operation and Maintenance Impact (1,000s)

Total Operation and Maintenance Impact				-	21	21	24	106	-	-
Total Revenue				-	-	-	-	-	-	-
Net Additional Cost				\$ -	\$ 21	\$ 21	\$ 24	\$ 106	\$ -	\$ -



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Michael Soelberg, Chief of Police, (480) 635-7272

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: **Grant - Governor's Office of Highway Safety FY2023 Grant Funding Solicitation - Contract #323000362**

STRATEGIC INITIATIVE: Exceptional Built Environment

This item supports the strategic initiative of Exceptional Built Environment by investing in resources needed by law enforcement personnel to continue maintaining public safety in the community.

RECOMMENDED MOTION

A motion to authorize the application and acceptance of Governor's Office of Highway Safety grant funding in an amount not to exceed \$20,000 - Contract#323000362; as well as authorize the Mayor to execute the required documents.

A motion to authorize FY2023 Grant Fund contingency in the amount of \$20,000, in application and acceptance of the Governor's Office of Highway Safety grant funding.

BACKGROUND/DISCUSSION

The Town of Gilbert Police Department is respectfully requesting Gilbert Town Council approval to allow the Gilbert Police Department to accept a grant offered by the Governor's Office of Highway Safety with funding prior to September 30, 2023, providing there are no matching funds requirements.

The Governor's Office of Highway Safety is the focal point for highway safety issues in Arizona. The Governor's Office of Highway Safety is a cabinet agency that provides leadership by developing, promoting, and coordinating programs; influencing public and private policy; and increasing public awareness of highway safety. The Governor's Office of Highway Safety routinely sponsors multiple traffic programs, including but not limited to, traffic enforcement, underage alcohol enforcement/education, and DUI enforcement/education programs. Many of these programs provide grant funding for overtime expenditures. Like many funding opportunities, there is no guarantee that the Town will be awarded any or the entire program funding being sought.

Funding and program procedures by the Governor's Office of Highway Safety are based upon the requirements of the Highway Safety Act of 1966 (United States Code, Title 23, Chapter 4, § 402, § 405c, § 405d, § 405f and subsequent amendments; Fixing America's Surface Transportation (FAST) Act; Moving Ahead for Progress in the 21st Century (MAP-21); Arizona Revised Statutes; the Arizona Vehicular Code; and Administrative Orders issued by the Federal Highway Administration (FHWA), the National Highway Traffic Safety Administration (NHTSA), and the Arizona Governor's Office of Highway Safety.

The Governor's Office of Highway Safety has strict reporting mechanisms in place as outlined in the Project Directors Manual. The Gilbert Police Department will adhere to all reporting requirements. In the past, the Governor's Office of Highway Safety grant opportunities have been made available to the Gilbert Police Department with short notice and acceptance time period(s). Gilbert Town Council's approval to allow for application submission and acceptance of the Governor's Office of Highway Safety funding will allow staff to make application for these grants when available and by submission deadlines. These grant programs support the Town's Exceptional Built Environment initiative.

Click it or Ticket (funding up to \$20,000) - Contract #32300362/2023-CIOT-011

This is an annual enforcement campaign. This grant has generally been awarded to the Gilbert Police Department without requiring submission of a formal application for funding. This campaign is part of annual national seatbelt and child safety restraint enforcement effort called "Click It or Ticket". The State of Arizona participates in this campaign under the name "Buckle Up- Arizona". The Gilbert Police Department is one of many law enforcement agencies to participate in this statewide and national safety effort. This campaign consists of a two-week enforcement program accompanied by a media program to promote public safety and increase seatbelt and child restraint usage. This campaign strives to promote safer roadways and reduce the overall number of traffic collision related injuries. The Gilbert Police Department has been an annual participant for the past 10+ years.

FINANCIAL IMPACT

There are no direct salary costs to the Town of Gilbert; however, we are responsible for related benefit costs associated with the salary paid through the grants included in the recommended motion. If grant funding is not obtained, these expenditures would most likely be funded with local tax dollars from the General Fund or the Gilbert Police Department would not be able to administer the programs as described. Required quarterly reports are handled by staff and submitted to the grantor agency to provide project budget and progress updates. This administrative work is anticipated and has minimal impact on overall workload.

Additionally, there are no funding match requirements or maintenance costs to the Town of Gilbert for the grant programs included in the recommended motion.

The financial impact has been reviewed by Genesis E. Hart, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends approval to accept this grant offered by the Governor's Office of Highway Safety on or before September 30, 2023, related to overtime expenses for traffic enforcement and education, specifically participation in the statewide Click It or Ticket Traffic safety campaign, in an amount not to exceed \$20,000. Contract ##**32300362/2023-CIOT-011**

Respectfully submitted,

Michael Soelberg
Chief of Police

Approved By

Approval Date

Michael Angstead

4/17/2023 12:36:49 PM

Michael Soelberg

4/17/2023 1:01:05 PM

Zach Altman

4/21/2023 9:43:48 AM

Genesis E. Hart

4/17/2023 5:50:32 PM



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Michael Soelberg, Chief of Police, (480) 635-7272

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: Grant – Amendment to FY2022 State Homeland Security Grant Program - Contract # 322000281/GR4230

STRATEGIC INITIATIVE: Exceptional Built Environment

This grant supports the strategic initiative of Exceptional Built Environment by investing in resources needed by public safety personnel by improving the community's ability to prepare and respond to emergencies.

RECOMMENDED MOTION

A motion to authorize the acceptance of the FY2022 State Homeland Security Grant Program funding in an amount not to exceed \$56,450.00 (Contract #322000281); and authorize the Mayor to execute the required documents.

A motion to authorize additional FY2023 Grant Fund contingency and FY2024 Grant Fund contingency in the amount of \$24,550.00 in acceptance of the FY2022 Homeland Security Grant funding.

BACKGROUND/DISCUSSION

The Town of Gilbert Fire & Rescue and Police Departments respectfully request Gilbert Town Council approval to allow the Gilbert Fire & Rescue and Police Departments to accept an increased grant award from the State Homeland Security Grant Program (SHSGP) prior to September 30, 2023; providing there are no matching funds requirements.

The SHSGP provides funding for projects/programs that support State of Arizona Homeland Security strategies and respective regional strategies. The award to the Town of Gilbert sustains existing programs within the Gilbert Fire & Rescue and Gilbert Police Departments.

The Gilbert Fire & Rescue and Police Departments had originally applied for the FY2022 SHSGP funding approved by Council on March 29, 2022, in the amount not to exceed \$31,900 for the Citizen Corps project. (Contract # 322000281/ SHSGP 220201-01/ GR4230).

The Town was eventually awarded a total of \$56,450.00 for this project. This is an increase of \$24,550 over the previous Council approved amount of \$31,900.00 on March 29, 2022.

The increased approved funding provides the police department VIPS field resources, pop-up tent usable in disaster and crisis locations, mobile technology, and a trailer for emergency situations and training.

FINANCIAL IMPACT

Grant requirements – reporting includes quarterly programmatic reports, reimbursements, and at the grant completion a typed resource report and property control form; expended grant funds within allowable time frame that ends September 30, 2024; Town complies with immigration law including E-Verify; compliance with National Incident Management System verified by questionnaire; submittal of Town's A-133 Audit to Arizona Department of Homeland Security; adhere to federal and local procurement requirements; travel, lodging and per diem must be consistent with Gilbert's policies and procedures and not exceed State rate established by AZ Department of Administration General Accounting Office. No matching funds required.

During the budget process, it is unknown what grant applications will be accepted for the fiscal year. As a result, an allowance is budgeted in the Grant Fund for anticipated expenditures and matching revenues.

The financial impact has been reviewed by Genesis E. Hart, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends acceptance of the increased FY2022 State Homeland Security Grant Program total award not to exceed \$56,450.00. Contract #322000281/SHSGP 220201-01/GR4230.

Staff recommends the authorization of additional FY2023 Grant Fund contingency and FY2024 Grant Fund contingency in an amount not to exceed \$24,550.00. Contract # 322000281/ SHSGP 220201-01/GR4230.

Respectfully submitted,

Michael Soelberg
Chief of Police

Approved By

Approval Date

James Bisceglie

4/10/2023 12:02:16 PM

Michael Soelberg

4/11/2023 1:24:06 PM

Zach Altman

4/21/2023 9:33:24 AM

Genesis E. Hart

4/18/2023 1:53:18 PM



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Judy Martinez, Deputy Town Clerk, 503-6791

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: BOARDS AND COMMISSIONS – Industrial Development Authority

STRATEGIC INITIATIVE: Prosperous Community

RECOMMENDED MOTION

A motion to accept the resignation of Brent Yap from the Industrial Development Authority, effective April 13, 2023.

BACKGROUND/DISCUSSION

Brent Yap submitted his resignation from the Industrial Development Authority on April 13, 2023, stating he was pursuing other volunteer interests. Recruitment can begin to fill his position after the acceptance of his resignation.

FINANCIAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends the acceptance of the resignation of Brent Yap.

Respectfully submitted,

Judy Martinez

Deputy Town Clerk

MINUTES OF THE GILBERT TOWN COUNCIL, IN REGULAR MEETING OF TUESDAY APRIL 18, 2023 AT 6:30 PM, MUNICIPAL CENTER I, COUNCIL CHAMBERS 50 E. CIVIC CENTER DRIVE, GILBERT, ARIZONA

COUNCIL PRESENT: Mayor Brigette Peterson, Vice Mayor Kathy Tilque, Councilmembers Scott Anderson, Chuck Bongiovanni, Bobbi Buchli, Yung Koprowski, and Jim Torgeson

COUNCIL ABSENT: None

STAFF PRESENT: Town Manager Patrick Banger, Town Clerk Chaveli Herrera, Deputy Clerk Judy Martinez, Town Attorney Christopher Payne, Senior Planner Keith Newman, and Development Services Director Kyle Mieras

AGENDA ITEM

CALL TO ORDER

Mayor Peterson called the meeting to order at 6:31 p.m.

PRESENTATION OF STUDENT CITIZEN OF THE MONTH AWARD

Vice Mayor Tilque presented Student Citizen of the Month Awards for March to *(presented alphabetically by school)*:

Xander Mendoza, Jared Garrett, Andrea Garcia, Sally Zhu, Kendall Zurliene, Emmalyn Ibarra, Aedan Vega, Macy Litz, Chase Olson, James Bradley, Makena Baxter, Isaiah Edwards-Monestime, Julian Gonzales, Andres McCray-Thompson, Maverick Mckinley, Mario Madril, Elizabeth Thompson, Jayce Tardio, Yuki Nguyen, Parker Mason, Zamaya Trujillo, Greyson Broderick, Alicia Ng, Sofi Tinoco-Contreras, Quincy Saunders, Andrew

Daniels, Christian Denick, Atamayka Campos, Benson Gailey, Jasmine Hernandez, Carson Wengert, Logan Ziegler, Michael Story, Hunter Thue, and Mia Ikeda.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Michael Heiden of Christ Greenfield Lutheran Church gave the invocation. Vice Mayor Tilque led the Pledge of Allegiance.

ROLL CALL

Town Clerk Herrera called roll and declared a quorum present.

PRESENTATIONS; PROCLAMATIONS

1. RECOGNITION - Recognition of Gilbert's MVP Volunteer Recipients.

Mayor Peterson thanked Gilbert's Volunteers for their work and announced the following Gilbert MVP Volunteers: for the value of Bold/Impact – finalist Joseph Yang and winner Gary Miller; for the value of Driven – finalists Joseph Yang and Mark Rabens, and winner Leah Jehning; for the value of Kind – finalists Caryn Shoemaker and Gerri Strohacker, and winner Joyce McLaren; for the value of Humble – finalists Rachel Olimb and Scott September, and winner Tracy Pagano; for the Group category – finalists The Starbright Foundation and For Our Town, and winner The Parks and Recreation Foundation; and for the Youth category – finalist Katie Baik and winner Victoria Barrera.

2. PROCLAMATION - Proclamation declaring April 2023 as National Volunteer Month.

Mayor Peterson read the proclamation declaring April 2023 as National Volunteer Month and presented the proclamation to the Gilbert MVP Volunteer Winners in the audience.

3. PROCLAMATION - Proclamation declaring April 28, 2023 as Gilbert, Arizona's 2023 Arbor Day.

Councilmember Bongiovanni read a proclamation declaring April 28, 2023 as Gilbert, Arizona's 2023 Arbor Day and presented the proclamation to Gilbert's Parks and Recreation Department.

4. PROCLAMATION - Proclamation declaring May 1, 2023 as Global Love Day.

Councilmember Buchli read the proclamation declaring May 1, 2023 as Global Love Day.

5. PROCLAMATION - Proclamation declaring April 30, 2023 as National Therapy Animal Day.

Mayor Peterson read the proclamation declaring April 30, 2023 as National Therapy Animal Day and presented the proclamation to Cindy Hartman and her dog Presley.

6. PROCLAMATION - Proclamation declaring the week of April 30 - May 6, 2023 as Municipal Clerks Week.

Councilmember Anderson read the proclamation declaring the week of April 30-May 6, 2023 as Municipal Clerks Week and presented the proclamation to Town Clerk Chaveli Herrera and Town Clerk Staff.

COMMUNICATIONS FROM CITIZENS

Terri Naddy, not a Gilbert resident, stated one of her neighbors was asked to speak with Public Works Director and Capital Improvement Manager by Town Staff and she wished to speak on two of the points. She asked why the staff was so invested on the 65 feet when it could be done in 110 to 130 feet. She also stated that Roosevelt Water Conservation District (RWCD) and Salt River Project (SRP) both had indicated that they were willing to

reduce their footprint to be inside the 65-foot right-of-way. She added RWCD and SRP both said that they did not care what the size was, they just wanted their portion that was unencumbered. Naddy concluded by stating the Town was saying they needed things they did not.

Shane Krauser, Gilbert resident, said he wanted to address the content of a meeting held on April 12, 2023 with the Maricopa County Association of Governments (MAG) regarding air quality. He said there was discussion regarding Maricopa County complying with the Environmental Protection Agency (EPA) air quality standard and noted that Town Manager Banger stated he acknowledged the gravity of cost and that the Town Council ultimately was going to make a decision. He said he appreciated the recognition that it was an impossible standard for Gilbert or any city to meet. He said they did not even meet the standard during the COVID-19 pandemic. He stated that the Council would be voting on April 26, 2023. He then stated why would they vote yes without full understanding as to what it may cost taxpayers and what were the measures that would be set, even by eliminating cars and trucks they would still not meet that standard.

CONSENT CALENDAR

A MOTION was made by Vice Mayor Tilque, seconded by Councilmember Torgeson, to approve Consent Items 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22. *Motion carried 7-0.*

7. INTERGOVERNMENTAL AGREEMENT – consider adoption of a Resolution approving an Amended Intergovernmental Agreement No. 323000350 with Regional Public Transportation Authority (RPTA) for a Park and Ride (PNR) Relocation Study and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar vote. *Resolution No. 4365 was adopted.*

8. CONTRACT – consider approval of Task Order No. 17 to Job Order Contract (JOC) Contract No. 321000247 with Archer Western Construction, LLC in an amount not to exceed \$214,473.04 for Santan Vista Water Treatment Plant (SVWTP) Air Relief Valve Maintenance on the raw water line from CAP Canal, and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar vote.

9. CONTRACT – consider approval of and authorize the Mayor to execute the required documents for:

a) Amendment No. 2 to Job Order Contract (JOC) Contract No. 320000097 with B&F Contracting, Inc., in an amount not to exceed \$10,000,000 annually, with a maximum amount of each Job Order not to exceed \$4,000,000, for general utility projects;

b) Amendment No. 1 to Job Order Contract (JOC) Contract No. 320000231 with Hunter Contracting, Co., in an amount not to exceed \$10,000,000 annually, with a maximum amount of each Job Order not to exceed \$4,000,000, for general utility projects;

c) Amendment No. 1 to Job Order Contract (JOC) Contract No. 321000247 with Archer Western Construction, LLC., in an amount not to exceed \$10,000,000 annually, with a maximum amount of each Job Order not to exceed \$4,000,000, for general utility projects;

d) Amendment No. 1 to Job Order Contract (JOC) Contract No. 321000248 with Garney Companies, Inc., in an amount not to exceed \$10,000,000 annually, with a maximum amount of each Job Order not to exceed \$4,000,000, for general utility projects; and

e) Amendment No. 1 to Job Order Contract (JOC) Contract No. 321000249 with Haydon Building Corp., in an amount not to exceed \$10,000,000 annually, with a maximum amount of each Job Order not to exceed \$4,000,000, for general utility projects.

This item was approved with the Consent Calendar vote.

10. CONTRACT – consider approval of and authorize the Mayor to execute the required documents for:

a) Amendment No. 1 to Job Order Contract (JOC) Contract No. 320000098 with Felix Construction Company, in an amount not to exceed \$12,000,000 annually, with a maximum amount of each Job Order not to exceed \$6,000,000, for Water & Wastewater Treatment & Remote Facilities projects;

b) Amendment No. 1 to Job Order Contract (JOC) Contract No. 320000232 with MGC Contractors, Inc., in an amount not to exceed \$12,000,000 annually, with a maximum amount of each Job Order not to exceed \$6,000,000, for Water & Wastewater Treatment & Remote Facilities projects; and

c) Amendment No. 1 to Job Order Contract (JOC) Contract No. 320000233 with PCL Construction, Inc., in an amount not to exceed \$12,000,000 annually, with a maximum amount of each Job Order not to exceed \$6,000,000, for Water & Wastewater Treatment & Remote Facilities projects.

This item was approved with the Consent Calendar vote.

11. CONTRACT – consider approval of Project Management/Construction Management (PM/CM) Services Contract for Design-Bid-Build (DBB) Project Contract No. 323000078 with Hill International, Inc., in an amount not to exceed \$963,558 for the Advocacy Center, Project No. MF2490, and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar vote.

12. CONTRACT - consider approval of:

a) Architectural/Engineering (A/E) Services Contract for Construction-Manager-At-Risk (CM@R) Project Contract No. 323000312 with Brown and Caldwell, Inc., in an amount not to exceed \$35,076 for the Neely Bar Screen Replacement, Project No. WW1259;

b) Project Management/Construction Management (PM/CM) Services Contract for Construction-Manager-At-Risk (CM@R) Project Contract No. 323000311 with Wilson Engineers, LLC in an amount not to exceed \$14,095 for the Neely WRF Bar Screen Replacement, Project No. WW1259;

c) Cooperative Purchase Agreement No. 323000344 with ASR Construction Group, LLC, utilizing City of Chandler Cooperative Purchasing Contract No. BF2-912-4485 for Job Order Services for the Neely Concrete Repair and Bar Screens, Project No. WW1259;

d) Job Order No. 01 to Job Order Contract (JOC) Contract No.323000344 with ASR Construction Group, LLC in and amount not to exceed \$790,963.63 for Neely Water Reclamation Plant, Project No. WW1259, and authorize the Mayor to execute the required documents; and

e) a CIP Contingency with Wastewater Replacement Fund balance as the funding source in the amount of \$866,000.

This item was approved with the Consent Calendar vote.

13. CONTRACT – consider approval of Amendment No. 1 to Purchase Contract No. 322000033 with Swift Group, LLC, increasing the contract pricing by 15% for Fire Department Turnout Services and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar vote.

14. AGREEMENT – consider approval of Agreement for Professional Consulting Services Contract No. 323000345 with Point Engineers in an amount not to exceed \$124,031 for the

Guadalupe and Oak Assessment, Project No. ST2123, and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar vote.

15. CHANGE ORDER – consider approval of Change Order No. 1 to Contract No. 321000280 with CONSOR, Inc., increasing the contract amount by \$143,207 for Force Main – System Wide Retrofit, Project No. WW1050, and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar vote.

16. BUDGET – consider approval of:

a) CIP Contingency in the amount of \$1,546,000 with General Fund as the designated funding source for various Fire Department expenditures; and

b) CIP Contingency in the amount of \$455,000 with Transportation Fund as the designated funding source for various Fire Department expenditures.

This item was approved with the Consent Calendar vote.

17. BUDGET – consider approval of a CIP Contingency with Water System Development Fee (SDF) Funds as the funding source in the amount of \$620,000 for land acquisition for Project No. WA0810.

This item was approved with the Consent Calendar vote.

18. GRANT – consider adoption of a Resolution supporting the application and acceptance and administration of a grant, Contract No. 323000274, from the AZ SMART Fund grant application in association with the U.S. Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to develop a grade separated

pedestrian crossing of the Union Pacific Railroad (UPRR) along the Ash Street alignment in the Heritage District and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar vote. *Resolution No. 4366 was adopted.*

19. BOARDS AND COMMISSIONS – consider acceptance of the resignation of Katie Hackett from the Community Engagement Task Force, effective April 18, 2023.

This item was approved with the Consent Calendar vote.

20. BOARDS AND COMMISSIONS – consider approval of reappointment of Suzanne Lunt from Alternate to Regular Member of the Community Engagement Task Force, effective April 18, 2023 and ending after advising is completed on the assigned projects and issues, if no other tasks are assigned by the Council.

This item was approved with the Consent Calendar vote.

21. RISK MANAGEMENT - consider acceptance of the Risk Management Quarterly report for the Fiscal Year 2022-2023 Quarter 3.

This item was approved with the Consent Calendar vote.

22. MINUTES – consider approval of the minutes of the Regular Meeting of April 4, 2023; Study Session Meeting of April 4, 2023; and Special Meeting of April 4, 2023.

This item was approved with the Consent Calendar vote.

PUBLIC HEARING

Mayor Peterson opened the public hearing for items 24 and 25. No one wished to speak and Mayor Peterson closed the public hearing.

A MOTION was made by Councilmember Torgeson, seconded by Councilmember Anderson, to approve public hearing Items 24 and 25. *Motion carried 7-0.*

23. GENERAL PLAN GP22-14/ ZONING Z22-14 – conduct hearing and consider:

a) adoption of a Resolution approving a Minor General Plan amendment for District at Cooley Station to change the land use classification of approximately 15 acres located at the northwest corner of Williams Field Road and Recker Road from General Commercial (GC) to Village Center (VC) Land Use Classification; and

b) approval of the findings and adoption of an Ordinance for District at Cooley Station rezoning approximately 15 acres generally located at the northwest corner of Williams Field Road and Recker Road from General Commercial (GC) to Gateway Village Center (GVC) with a Planned Area Development (PAD) overlay.

Mayor Peterson opened the public hearing for Item 23.

Councilmember Torgeson excused himself due to a conflict of interest.

Senior Planner Newman gave a presentation on the District at Cooley Station regarding a General Plan amendment and rezoning. He said the Project was located at the northwest corner of Recker Road and Williams Field Road in the Gateway Character Area in the Cooley Station Planned Area Development (PAD). He reported Cooley Station was surrounded by lots of other types of developments that were Multi-Family, Commercial, and a mix of uses. He said the request was for a proposed General Plan Amendment on 15 acres from General Commercial (GC) to Village Center (VC) and a proposed PAD rezone with some deviations. He noted the site was originally planned for Gateway Village Center (GVC) in 2004, and in 2007 the initial Cooley Station PAD was created and zoned as GVC. He added that the applicant was going back to the original vision for this site, which was a Mixed-Use, pedestrian-friendly environment with a mix of uses of Residential and Commercial with 612 apartment units with max height of 54 feet. He said there would

be two five-and-a-half, six-story parking structures. He added that the site was 46.13 dwelling units per acre, there was 25,500 square feet of freestanding Commercial space with second-story Office/Residential potential, 13,500 square feet of ground-floor Commercial space along Williams Field and Recker Roads, and a clubhouse and gym that would be open to the public with a small market. He discussed that a small portion of each of the frontages along Recker and Williams Field Roads would be considered loft units. He said there were 61 on-street parking spots along Williams Field and Recker Roads already constructed today, but some of those would be eliminated to accommodate deceleration lanes and increase public safety, then summarized site entrances.

Senior Planner Newman said the applicant proposed a few deviations from the Land Development Code, adding the Code required to have a minimum of 75% of the ground floor, Commercial, Office Building, or frontage consisting of windows display doors and outdoor patios. He said the applicant was proposing 59% along Williams Field Road, instead of 75%, and 67% along Recker Road. He said the justification for this, which the Town supported, was those Commercial percentages along the windows were proposing to make room for columns and structural elements that were consistent with Cooley Station's Neotraditional design architecture for the buildings which focused on brick and natural stone type materials, and a blend of glazing instead of just a lot of glass. He said the last deviation that they proposed was for arterial vehicular access. He said in the Code, vehicular access was limited to non-arterial streets in the Gateway Village Center Zoning District, so per the Development Plan they had two access points off of principal arterial streets, one off of Williams Field Road and one off of Recker Road. He said those access points, and the applicant's justification for that, was it directed all vehicular traffic to these entrances that could handle the larger volume of traffic. He provided examples when Town staff and the Council had approved these arterial entrances off of other streets in the Gateway Village Center Zoning District, most predominantly across the street at Verde at Cooley Station Development. Senior Planner Newman summarized public participation, stating the applicant held one virtual neighborhood meeting in April 2022 and only one surrounding property owner attended and asked general questions; adding they had received no comments from the public since then. He concluded by thanking Mayor Peterson and the Council and asked if there were any questions.

Councilmember Buchli stated she initially thought this project was about 300 apartment units and it now appeared to have doubled. She asked if there was a reason for that or if was a redesigning, adding she believed it may be the largest apartment complex in Gilbert.

Senior Planner Newman answered by saying that he was not aware if it was the largest in the Town of Gilbert and that the number of units had been the same since the beginning of the project.

Councilmember Buchli then stated she would like to see all the glass as required, but it was not a big deal to her. She read Item 1 from the Findings of Fact on Page 564 of the project packet, “the proposed zoning amendment does not conform to the General Plan as amended…any applicable specific area plan, neighborhood, or other plan and any underlay or overlay zoning district…”. She asked Senior Planner Newman to explain that, then said with Item 4, “the proposed rezoning does not support the Town’s strategic initiative for community livability…”. She asked if he had any comments to make on that.

Senior Planner Newman answered by saying the way that it was worded was a little misleading, but that it did comply with those things and that they would have it corrected in the future on the Findings of Fact, but assured that they did comply.

Councilmember Buchli then asked if there was going to be parallel parking on Williams Field Road.

Senior Planner Newman answered by saying that parking along Williams Field Road was already in existence and would remain; they were parallel parking spaces and just three or four of them would be removed for bus lane and a deceleration lane.

Councilmember Buchli then asked if there was any Residential in the area.

Senior Planner Newman answered by saying that the only Residential adjacent to the

project was an apartment complex to the west with apartments, and Single-Family homes to the north.

Councilmember Buchli stated she had received a letter earlier in the week from a resident regarding the project but was not sure if they lived nearby. She said they stated they had not received any notification and that they should check into it.

Development Services Director Mieras pulled up the numbers of some of the larger apartment complexes in the Town. He stated there were 840 units at the Sahara and Playa Palms Apartment Complex, 516 units at BB Living, 751 units at Gabriella Pointe, and 613 units at Bella Stora. He said most of them were anywhere between 345 units, but Gilbert did have several that were larger and there were several that were in the 200 and 300 range as well, adding this would not be the largest, but it would be close.

Mayor Peterson stated she had seen this happen in the past with someone using an outdated template and it not conforming under the Findings of Fact during the time she spent on the Planning Commission. She added she too had received a letter about someone not being notified, but was unsure if it was a different project.

Vice Mayor Tilque asked if Senior Planner Newman could address the phasing of the project.

Senior Planner Newman said that the building along Williams Field Road and frontage along Verde was Phase One; Phase Two was the frontage along Haskell and Recker Roads, and Phase Three would be the Commercial corner, but they did not know when that would be done, sometime in the future.

Vice Mayor Tilque stated it was very important to her that it did not lose that Commercial component, and the closer those were phased together, the better.

Councilmember Anderson asked when the Cooley Station Project first began.

Senior Planner Newman stated the Major General Plan Amendment for 700 acres was done in 2000 and was approved in 2004. He said the site was annexed in 2006, and in March of 2007; the Council adopted the first ordinance for 302 acres for the Cooley Station PAD, 2007 is when it was initially created.

Councilmember Anderson then asked what it was intended to serve in that area.

Senior Planner Newman stated it was always the vision for that area from the beginning, especially that corner. He said it was always envisioned to be a more dense, urbanized, pedestrian-friendly, Mixed-Use type of environment.

Councilmember Buchli asked in regard to the underground parking, was there just one floor underground, or a floor and a half.

Senior Planner Newman stated the applicant could address that when he did his presentation, but that the parking garage would not extend the height level of the apartment units.

Applicant Sean Lake of Pew and Lake spoke on behalf of Kaplan who was looking to develop the property. Applicant Lake stated Mr. Cooley had talked about this project for a long time and what this property would be. Applicant Lake talked about the excitement of the project and seeing the vision come forward over the last two decades. He said that this was really the epicenter of Cooley Station located at Williams Field Road and Recker Road; it was always envisioned to be this dense area and was part of the Gateway Plan that was originally adopted. He stated it was part of the height waiver area where they could go up to 90 feet by right, but they were not asking for that and their development plan would not allow that. He discussed what was existing around the area including The Crossing to the west, Acero to the north, the Verde Project on the south, and then a Fry's Marketplace. He said there was a lot of existing dense development, that it was the vision that Cooley always had for the Cooley Station Plan. He said they were requesting the site be changed back from General Commercial (GC) to Village Center (VC), then discussed how GC would bring something such as a Home Depot and five fast food restaurants,

which was not the vision for Cooley Station. He said with the change of zoning, they would ask for a Conditional Use Permit, and then we would come back to the Town for a Design Review Board (DRB) and Site Plan Application, so it was not over; they were still at the 20,000-foot level with the General Plan and Zoning request.

Applicant Lake spoke of the vision for this project, the living experiences of most apartment complexes, and how this project was different. He discussed Vertical Mixed-Use below the apartment including a parking garage that was a floor and a half underground, with the rest above ground with same-floor parking and direct entry. He said Kaplan used the WaterSense Program, saving 25% of water inside the unit and on landscaping. He discussed other amenities including trash compactors and set areas for Uber pickup and Amazon package delivery, adding all those were built into this site to make for a greater living environment. He noted some of the unique things that Kaplan offered with all of their projects, such as rental discounts for school district, police and fire department, and municipal employees. He summarized other amenities that were offered including clubhouses, fitness centers, workspaces, conference rooms with public use available, pet spas, bike maintenance areas, upper-level clubrooms with kitchenettes and decks, package delivery services, restaurants and retail, large outdoor open spaces, and rooftop open space. He summarized public outreach stating they had neighborhood meetings, went door to door, and sent a neighborhood relations person who got 39 signatures in support of this project. He said they had Gilbert's staff and the Planning Commission's unanimous recommendation of support, then asked for the Council's support so they could move forward with the project.

Councilmember Buchli asked if the open rooftop area could host bands or events for the residents.

Applicant Lake answered he was not sure, but that between the site management and complying with the noise ordinance, it was a possibility.

Councilmember Buchli asked when they expected to start the project and when it would be completed.

Applicant Lake stated assuming the project got approved at the Council meeting, they would continue to work with the Planning staff on the design review, site plan, and landscape plan process, noting that it could be many months until it was ultimately approved. He said then they would go back to the architect and engineer for the construction drawing, adding the way the market was it would take even more months with them backlogged. He said hopefully by the end of the year or the beginning of next year.

Councilmember Buchli said she had thoughts about all of the apartments in Gilbert, but her big thing was if they were located in the right place; she said to her, these appear to be in the right place and surrounded by like-properties. She spoke in support of this project and how Mr. Kaplan wanted to make this a showcase area in the Town.

Councilmember Buchli asked if they would need to request zoning changes for the one Commercial property that was left. Applicant Lake stated the zoning that was being requested did permit both the Residential and Commercial components.

Councilmember Bongiovanni stated his expectations for the next four years for change of zoning cases and projects. He asked what the average hold period history was with Kaplan. Applicant Lake stated he did not know, but he would get him the answer.

Councilmember Bongiovanni asked how many residents did they think they would get per unit. Applicant Lake stated that it's usually about 1.5 residents per unit.

Councilmember Bongiovanni asked if there would be any Electric Vehicle (EV) charging stations and, if so, how many. Applicant Lake stated that about 25%.

Councilmember Bongiovanni asked how the project aligned with Gilbert's values. Applicant Lake stated Kaplan aligned with Gilbert's values because they did first-class projects and things that no one else did. He said they participated in the internal water-saving

WaterSense Program, that helps save water on the inside of the unit and the landscaping, noting that aligned with Gilbert's values.

Councilmember Bongiovanni asked if Applicant Lake remembered what the four Gilbert values were as mentioned at the start of the meeting. He said one of them was humble and asked Applicant Lake to tell him how the project was humble. Applicant Lake stated the project was humble in that they were willing to work with the community and give back to the community.

Councilmember Bongiovanni asked how the project was bold. Applicant Lake stated the project designs, features, and characteristics were not already offered in the Town.

Councilmember Bongiovanni asked how the project was kind. Applicant Lake stated it gave back to people that gave to the community like schoolteachers, municipal employees, firemen, policemen, people who did not exactly get paid the highest in our community but provided a great deal to this community.

Councilmember Bongiovanni asked how the project was driven. Applicant Lake stated it was driven because they were trying to push the envelope, adding there were a lot of Multi-Family projects that currently were built in this area, but this was next-level.

Councilmember Bongiovanni thanked Applicant Lake for his time and answering his questions.

Councilmember Koprowski stated her appreciation for the presentation and said there were a lot of things she liked about the project. She stated she really liked the WaterSense aspect of it, the parking garages being wrapped and being the same level as the apartments, the 25% EV charging station, and direct access for pedestrians on the corner of Williams Field and Recker Roads. Her only concern was the same as Vice Mayor Tilque's in regard to the Commercial area being developed at the same time as the rest of the property. Councilmember Koprowski asked if Applicant Lake could formalize a timeline on the part of the project.

Applicant Lake stated that Kaplan was working with Vestar because they had a relationship with the type of specialty restaurants and users. He stated they gave a really good deal to Vestar to get them into the site faster than what the market permitted so this was what Kaplan was doing to be bold.

Councilmember Koprowski asked if there were any stipulations or penalties if the Commercial development was not built within the time frame. Applicant Lake stated no, there was not.

Vice Mayor Tilque asked based on the zoning requested, if approved would they be able to come back and put Multi-Family in without the Retail component based on the decision tonight. Applicant Lake answered no, to change anything would need to come back to the Council.

Mayor Peterson closed the public hearing for Item 23.

Councilmember Anderson stated this met the intent with the Cooley Station Master Plan and that he was good with it.

Councilmember Buchli stated she sat through a presentation with the applicants and saw more than what was shown during the meeting. She said she liked the project and thought it would be good for the community in general to have different, new places. She said she approved of the location and it was with like-properties.

Councilmember Bongiovanni stated he liked projects that aligned with Gilbert's core values and he thought the project did that and the applicant did a great job.

Vice Mayor Tilque stated she agreed with the comments from the Council and would be looking forward to seeing that corner come into fruition.

Mayor Peterson discussed her experience and said this project aligned with the intent of the project back then. She spoke of how the recession caused a delay and then Cooley Station started to come forward, then they saw some swapping of land. She said General Commercial (GC) did not fit this location and discussed concessions along the way that lowered the density. She said she did not like 612 apartments, but the Gateway Village Center (GVC) zoning called out how many units there could be and said the applicant was bringing forward a completely different project. She spoke in support of the underground parking and then said the design was unique. She also spoke in support of the ingress and egress off of Recker Road and Williams Field Road and said she was in favor of the project.

Town Attorney Payne stated he had a draft of the proposed motion for the subsection rezoning with the incorrect wording on the Findings of Fact. He said if someone wanted to make a motion, he could bring the draft to them to review and read. He then noted the approval of the Findings of Fact and adoption of an Ordinance approving the rezoning should have the following changes, removing “not” from Findings of Fact conditions 1 and 2.

Senior Planner Newman stated it should be removing “not” from Findings of Fact conditions 1 and 4; Attorney Payne affirmed and restated.

A MOTION was made by Vice Mayor Tilque, seconded by Councilmember Koprowski, to approve Item 23b as stated by Town Attorney Payne. *Motion carried 6-0-1, with Councilmember Torgeson abstaining. Ordinance No. 2861 was adopted.*

A MOTION was made by Councilmember Koprowski, seconded by Councilmember Anderson, to approve Item 23a. *Motion carried 6-0-1 with Councilmember Torgeson abstaining. Resolution No. 4367 was adopted.*

24. CODE OF GILBERT - conduct hearing and consider adoption of an Ordinance amending the Code of Gilbert, Arizona, by amending Chapter 10 Buildings and Construction Regulations, Article VI Public Works, Section 10-202 Adoption of Town of Gilbert's Public Works and Engineering Standards, Supplement to MAG Uniform Standard

Details for Public Works Construction, and Supplement to MAG Uniform Standard Specifications for Public Works Construction; adopting by reference modifications to the Public Works and Engineering Standards, Supplement to MAG Uniform Standard Details for Public Works Construction, and Supplement to MAG Uniform Standard Specifications for Public Works Construction; setting an effective date of May 18, 2023.

This item was approved with the Public Hearing vote. *Ordinance No. 2862 was adopted.*

25. COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS – conduct hearing and consider approval of the Town of Gilbert FY2023-FY2024 Annual Action Plan for Community Development Block Grant Activities and authorize the Mayor or her designee to submit the Plan to the US Department of Housing and Urban Development (HUD).

This item was approved with the Public Hearing Vote.

ADMINISTRATIVE ITEMS

26. BOARDS, COMMISSIONS, AND COMMITTEES - reports from Council Liaisons for the:

- a) Council Subcommittees
- b) Ad Hoc Committees
- c) Regional Meetings
- d) Industrial Development Authority
- e) Judicial Selection and Advisory Board
- f) Mayor's Youth Advisory Committee
- g) Parks and Recreation Board
- h) Planning Commission
- i) Police and Fire Public Safety Personnel Retirement System (PSPRS) Local Pension Boards
- j) Redevelopment Commission
- k) Town of Gilbert, AZ Deferred Compensation Trust Board
- l) Town of Gilbert, AZ Public Facilities Municipal Property Corporation
- m) Town of Gilbert, AZ Self-Insured Trust Fund Board

- n) Town of Gilbert, AZ Water Resources Municipal Property Corporation
- o) Utilities Board
- p) Veterans Advisory Board

Vice Mayor Tilque stated that the Community Engagement Task Force had the opportunity to do a survey with the Student Government students last week and the Council would get a full report. She said she learned something new, that the students were interested in bubble soccer. She said she was going send that out to the Parks and Recreation Team to take a look at, but wanted to share that information. Mayor Peterson shared that they do bubble soccer at Cactus Yards.

Councilmember Bongiovanni stated the Parks and Recreation department was working on a survey for their Master Plan and were looking for feedback. He gave said to visit www.gilbertaz.gov/prmasterplan to participate in the survey and give feedback.

POLICY ITEMS

None.

FUTURE MEETINGS

No discussion.

COMMUNICATIONS

Report from the TOWN MANAGER on current events.

Town Manager Banger announced that Gilbert was recognized by the Arizona Water Association for its Integrated Water Resources Master Plan as the 2023 Water System Project of the Year; he thanked Public Works Director Jessica Marlow, Water Resources Manager Lauren Hixson, as well as Assistant Town Managers Mary Goodman & Leah Rhineheimer. He noted an article in Phoenix Business Journal naming Gilbert as one of the

healthiest employers in the mid-size company category; he thanked Chief People Officer Nathan Williams and Wellness Coordinator Erica Brown. Lastly, he acknowledged the volunteers that were recognized at the beginning of the meeting for their contributions, then thanked Volunteer and Community Resources Manager Melanie Dykstra, who helped to promote and coordinate those opportunities across the Town; he stated he was very proud of their effort and we could not do what we do without volunteers.

Report from the COUNCIL on current events.

Vice Mayor Tilque stated she finished her second tour with Public Works and got to experience chip sealing, streetlight maintenance, and bulk trash. She stated she was very proud of the services they provided, noting their work goes on day in, day out, and that they were unsung heroes. She thanked them for their work to keep the community beautiful, then said residents were only supposed to have five feet of bulk trash and it needed to be in the street.

Report from the MAYOR on current events.

Mayor Peterson stated Gilbert Police Department was participating at Shred-A-Thon on April 20, 2023 at Pull N Save located at 623 N Cooper Road and donations would be accepted. She said for future community shredding events, you could bring up to five standard legal sized boxes of documents for drop off in secured bins. She announced that the Memorial Day Ceremony would be held on May 29, 2023 at Town Hall, 50 E Civic Center Drive, and that Vice Mayor Tilque would be in attendance. She said there would be a guest speaker, a flag and wreath ceremony, a Battlefield Cross and Prisoner of War/Missing in Action (POW/MIA) table, and The National Guard Band. She encouraged attendees to bring their own blankets and seating.

RECESS REGULAR MEETING AND RECONVENE IN EXECUTIVE SESSION

A MOTION was made by Councilmember Torgeson, seconded by Vice Mayor Tilque, to recess the Regular Meeting and reconvene in Executive Session pursuant to:

a) A.R.S. § § 38-431.03(A)(3),(4), legal advice from the Town Attorney and discussion and consultation with Town representatives concerning negotiations for an intergovernmental agreement with Roosevelt Water Conservation District for the provision of water for domestic purposes;

b) A.R.S. § § 38-431.03(A)(3), (4), (7), legal advice from the Town Attorney and discussion and consultation with Town representatives concerning the lease agreement for 25 acres of property located near the southwest corner of Greenfield Road and Queen Creek Road; and

c) A.R.S. § § 38-431.03(A)(3), (4), (7), legal advice from the Town Attorney and discussion and consultation with Town representatives concerning negotiations an operating assistance agreement with HD South.

Motion carried 7-0.

Mayor Peterson recessed the Regular meeting at 8:40 p.m.

ADJOURN EXECUTIVE SESSION AND RECONVENE REGULAR MEETING

Mayor Peterson reconvened the Regular meeting at 10:08 p.m.

ADJOURN

Mayor Peterson adjourned the meeting at 10:08 p.m.

ATTEST:

Brigette Peterson, Mayor

Chaveli Herrera, Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of the Town of Gilbert held on the 18th day of April 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____ 2023.

Chaveli Herrera, Town Clerk

MINUTES OF THE GILBERT TOWN COUNCIL, IN SPECIAL MEETING OF TUESDAY APRIL 18, 2023 AT 4:15 PM, MUNICIPAL CENTER I, COMMUNITY ROOM 202, 50 E. CIVIC CENTER DRIVE, GILBERT, ARIZONA

COUNCIL PRESENT: Mayor Brigette Peterson, Vice Mayor Kathy Tilque, Councilmembers Scott Anderson (attended at 4:18 p.m.), Chuck Bongiovanni, Bobbi Buchli, Yung Koprowski, and Jim Torgeson

COUNCIL ABSENT: None

STAFF PRESENT: Town Manager Patrick Banger, Town Clerk Chaveli Herrera, Town Attorney Christopher Payne

AGENDA ITEM

CALL TO ORDER

Mayor Peterson called the meeting to order at 4:16 p.m.

ROLL CALL

Town Clerk Herrera declared a quorum present.

RECESS SPECIAL MEETING AND RECONVENE IN EXECUTIVE SESSION

A MOTION was made by Vice Mayor Tilque, seconded by Councilmember Koprowski, to recess the Special Meeting and reconvene in Executive Session pursuant to A.R.S. § 38-431.03(A)(3), legal advice from the Town Attorney concerning zoning approval conditions.

Motion carried 7-0, with Councilmember Anderson not present for the vote.

ADJOURN EXECUTIVE SESSION AND RECONVENE SPECIAL MEETING

A MOTION was made by Councilmember Koprowski, seconded by Vice Mayor Tilque, to adjourn the Executive Session and reconvene the Special Meeting. *Motion carried 7-0.*

Mayor Peterson reconvened the Special Meeting at 4:53 p.m.

ADJOURN

Mayor Peterson adjourned the meeting at 4:53 p.m.

ATTEST:

Brigette Peterson, Mayor

Chaveli Herrera, Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the Town Council of the Town of Gilbert held on the 18th day of April, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____ 2023.

Chaveli Herrera, Town Clerk

MINUTES OF THE GILBERT TOWN COUNCIL, IN SPECIAL MEETING FOR A STUDY SESSION, OF TUESDAY, APRIL 18, 2023 AT 5:00 PM, MUNICIPAL CENTER I, COUNCIL CHAMBERS, 50 E. CIVIC CENTER DRIVE, GILBERT, ARIZONA

COUNCIL PRESENT: Mayor Brigette Peterson, Vice Mayor Kathy Tilque, Councilmembers Scott Anderson, Chuck Bongiovanni, Bobbi Buchli, Yung Koprowski, and Jim Torgeson

COUNCIL ABSENT: None

STAFF PRESENT: Town Clerk Chaveli Herrera, Management and Budget Director Kelly Pfof, Development Services Director Kyle Mieras, and Police Chief Michael Soelberg

CALL TO ORDER OF SPECIAL MEETING

Mayor Peterson called the meeting to order at 5:08 p.m.

AGENDA ITEM

1. Discussion of FY 2024 Preliminary Budget.

Management and Budget Director Pfof stated this time of the year was her favorite because she got to talk about the budget and about Gilbert being the best-in-class municipality. She spoke of Gilbert being the number one place to live in Arizona, number one city for early retirement, number three city for whose unemployment rates bounced back most, number two city to start a side hustle, number three for healthiest midsize employers in Arizona, and number two for the best place to live and raise a family in the Phoenix area. She spoke about the zero base results being \$1.6 million added this year, and \$7.6 million in total savings since 2018. She stated most of the increase was due to raw water costs in drought conditions. She talked about the budget process and it being a whole year-long affair; she said it kicked off in September with the final adoption being in June. She stated the budget

request for Fiscal Year 2024 was about \$70 million of need across the Town, but they were requesting \$50 million of that need, which was about 72% of the requested amount. She talked about the breakdown of those funds and why they were needed, noting inflation and increase in cost of supplies and demand. She spoke about the breakout of funds for General Fund, Streets & Enterprise, Strategic Initiatives, Recommended Positions, and Capital Improvement Projects. She also talked about the comparison of the budget for the current Fiscal Year (FY) 2023 versus FY2024. She said the current budget was about \$1.67 billion and the proposed just being over \$2 billion. She also spoke about Property Tax and the slightly lower cost, then said this was the sixth year in a row that Town had maintained that rate. She stated that it was the Council's first opportunity to discuss and provide feedback in regard to the budget so they could bring the preliminary budget forward on May 2, 2023. She concluded by thanking the Council and asked if there were any questions.

Councilmember Anderson thanked Director Pfof for her presentation and asked if there were details on the Strategic Initiatives that would break down the numbers for individual packages.

Director Pfof stated there were not, that they asked the departments to tell them which Strategic Initiative they believed their budget fell within but had not collected the data. She said they could have that data in the future years but did not have it right now.

Councilmember Anderson stated that it would be good for a future year and that he would like to see the Strategic Initiative tied to the budget.

Councilmember Koprowski stated that the municipal facilities crime lab item, MF2524, was showing \$5 million.

Director Pfof said that it currently only had the design for the project and last year the Council asked to remove the construction portion.

Councilmember Koprowski stated if the construction portion was added back to the budget, she would assume it could continue to be evaluated and be prioritized amongst the other projects. She asked about the risks that might be involved with bringing it back to the budget.

Director Pfof stated there was not really any risk, that before the design it would be more of a placeholder, then as it went through the design it would refine down. She said they could add a placeholder for construction, which would be out in the future years, so it would not be part of the adopted budget for FY2024, but it would help them see the basic order of magnitude for the placeholder and the potential funding sources and opportunities they could have.

Councilmember Koprowski stated that this was an item she would like to see brought back and added the budget in terms of construction costs, as well as a placeholder and funding to be identified in the future.

Councilmember Torgeson asked about property tax, asking if rather than the same levy as last year since it had gone up, could they get a minor win for the residents and go down .0883 to .98, or a flat number, instead of the .9883.

Director Pfof said that they could look into it; Councilmember Torgeson said it would be a difference of \$278,602.

Director Pfof said by policy they had to keep at least 5% and under 10% of fund balance for delinquencies, so they could look at that. She said it would mean having a little less balance than the proposed rate would have for delinquencies, adding right now they were running about \$1 million short of the usual. She said the second property tax usually came in November and March, and they were still getting that information. She discussed that there could be some risk, but it was something that could be examined if the Council gave that direction.

Councilmember Torgeson asked how many people were being added to Police and Fire Departments from the current state. Director Pfof stated Police were 7 full-time employees (FTEs), and Fire would be 4 FTEs and about 1 ½ limited term agreements (LTAs).

Councilmember Torgeson asked what was the ask of them. Director Pfof stated she did not know at the moment but would get Councilmember Torgeson the answer.

Mayor Peterson wanted to clarify that Councilmember Torgeson was referring to the secondary property tax, because the Town of Gilbert does not have a primary property tax rate.

Councilmember Buchli asked if we do get a minor win for the residents with the secondary property tax reduction, how would that affect the current budget. Director Pfof stated that it would not, that it just paid for bonds we had or debt service.

Mayor Peterson stated that it was only for voter-approved bonds, but Gilbert had to stay between a range of 5%-10%.

Director Pfof said State law required that we cannot be above 10%; our Town policy stated to have at least 5% to account for any non-payments from the residents. She stated that sometimes there were delinquencies and were times when the County would write them off as uncollectible. She said there were other fluctuations that happened in collections that we needed to be prepared for.

Mayor Peterson said the Assessor's Office gave the new evaluation number which impacted the levy staying the same; she said rates would go down, but our levy stayed the same, or the amount needed to collect to pay back that debt.

Councilmember Bongiovanni asked if there was one full-time police officer for every 1,000 people. Director Pfof stated she was not sure and asked Police Chief Soelberg. Chief Soelberg stated Gilbert was just under 2 officers per 1,000; it was about 1.8 if he remembered correctly, but he could run the numbers.

Councilmember Bongiovanni stated Gilbert was estimating a 14,000 increase in population next year. Chief Soelberg discussed population projections and stated that Gilbert currently had 323 sworn officers, and with the additional positions in the budget, it would bring them to 325 sworn officers.

Vice Mayor Tilque said she believed last year Gilbert added a significant number to Police and Fire employees, maybe 60 altogether between the two departments. She wanted everyone to be aware that it may not seem like much of a bump, but they had a big one last

year and she knew they went through a rigorous process to make those decisions. She wanted to share the information. She said nothing would be worse than lowering the property taxes only to turn around and raise them the next year because we did not have enough money. She said she wanted to be really cautious when we looked into it. She stated we always want to lower taxes but did not want to have to raise them in the future. She thanked Director Pfof for the additional documents that were sent and for taking the time to talk to the Council.

Mayor Peterson stated Gilbert did add a lot to public safety last year. She stated we ran into this with the utility bills when they lowered rates in 2018, and had they known what was coming, they would not have lowered them because then they had to increase and then do another increase. She stated that no one remembered when you lowered them, but they all remembered when their bill went up.

Councilmember Koprowski asked when the Council was going to be receiving the Capital Improvement Project (CIP) book with additional detail. Director Pfof stated that it usually came out in August, adding if there were specific projects Councilmember Koprowski was interested in, they could get her not the full format but descriptions and lists that were being worked on. Councilmember Koprowski stated she would like that to follow up on some of the newer projects that were not in the old book.

Mayor Peterson noted that the CIP team was doing a stakeholders meeting on April 27, 2023 at 3:00 PM at Town Hall. She asked if there were any further questions for Director Pfof and thanked her for her time.

2. Discussion on Group Homes and Recovery Residences.

Police Chief Soelberg stated that he was going to give an update on the group homes and recovery residences. He said they heard from residents at prior Council meetings that over the past six months there had been concerns regarding group homes and recovery residences. He said that prompted this discussion to present their findings of what we could and could not be done, which statutes were concerning regarding these homes, and recommendations of ways to improve internally and educate the Council and community.

Development Services Director Mieras gave a presentation focusing on an overview, registration and enforcement, and updates and next steps. He said there were about 27 classes and sub-classes utilized to define group homes and recovery residences through the State and local jurisdictions and had been broken down into two categories. He said the Land Development Code (LDC) currently defined group homes as 5-10 occupants which excluded staff and were occupied by a group of unrelated individuals (children, adults, or elderly) that were physically handicapped, mentally impaired, or otherwise disabled. He said they had to be licensed by the State to provide medical care and/or supervision, and they also must register with the Town of Gilbert. Director Mieras stated recovery residences were defined as five occupants which excluded staff and were occupied by a group of unrelated individuals that were recovering from substance abuse. He said they had to be licensed by the State and could not provide medical care. He said they also must register, obtain a business license, and submit an operation and management plan to the Town of Gilbert.

Director Mieras talked about current statistics stating Gilbert had over 150 group homes and over 25 recovery homes, and that they had seen an increase in facility requests over the last year or so. He said they had also seen an increase in concerns from residents regarding the homes. He talked about the Fair Housing Act and how it prohibited municipalities from making zoning or land use decisions that excluded or otherwise discriminated against individuals with disabilities. He talked about requests for accommodation in which applicants could file a request to then look at and make a decision as to whether or not it met the requirement of the Fair Housing Act. He then gave two examples as to why a request for accommodation could be done and stated that any denials go to the Board of Adjustments, then to the Superior Court. He talked about regulations in the Town of Gilbert, stating operators were allowed to establish in Single-Family (SF) zoning districts and to request a reasonable accommodation, remain without signage, and house sex offenders without being visible or noticed from other houses on the street. He said notifications were required by the offender if the statutory requirements were met and operators were not allowed to locate within 1,200 feet from an existing group/recovery residence (without Town accommodations). He said they could not be prohibited by HOA's, exceed five residents unless a State license allowed 10, or house any residents that constituted a direct threat to others or the property of others. He said municipalities were allowed to enforce residential

zoning requirements, approve/deny accommodation requests, require group and recovery homes to register with the Town, and to comply with building and fire regulations, State licensing requirements, and Gilbert parking requirements. He said they were not allowed to grant or revoke State licenses, exceed authority granted by State law, or discriminate in housing on the basis of disability. He talked about a comparison between Gilbert, Phoenix, Chandler, Mesa, Queen Creek, Peoria, Tempe, Glendale and Scottsdale, stating for the most part, Gilbert was very consistent and in line with how other municipalities were handling group homes and recovery residents. He also talked about how operators must register with the Town and submit an operations and management plan. He said Code Compliance would enforce residential zoning requirements and that inspection findings could be submitted to Arizona Department of Health Services (ADHS) for their action and or inspection. He stated that Chief Soelberg would talk further on sex offenders and whether or not they were allowed in group/recovery homes.

Police Chief Soelberg stated that sex offender laws applied to every State location, noting it was the sex offender's requirement to register and notice any change of address within 72 hours to the Sheriff's Office. He said there were several statutes in Title 13, Chapter 38, that dealt with sex offender registry. He said A.R.S. § 13- 3821 identified who had to register, A.R.S. § 13-3822 explained the process of how they register as a sex offender, and A.R.S. § 13-3825 explained the process for community notification. He then gave an example of a situation in which a sex offender was released from the Court or Department of Corrections (DOC) and how that agency had the duty to notify the Department of Public Safety (DPS) of where the offender was going to be located within 72 hours, then DPS had 10 days to verify that the offender did register in the sex offender registry and that the information matched the information that was provided by DOC. He said if the information provided did not match, they would initiate a violation; if it did match, they would pass the information on to the Sheriff or local Police Department, depending on the location. He said it was then their responsibility to review and categorize the individual.

Chief Soelberg touched on the levels, stating that Level 0 was a sex offender that was convicted of a sex offense prior to 1996. Level 1 was when they had to notify all residents within that residence, but not the community. Level 2 and Level 3 were more serious and

or concerning behavior from those sex offenders, and those required community notification. He said State law required local authorities to notify the community of Level 2 or Level 3 sex offenders within 45 days and this applied to all offenders, not only those in the group/recovery residents. He said notifications were currently issued within 30 days, adding Arizona Department of Health Services (ADHS) had been cooperative with Gilbert and helped the Town refine its processes. He said they received referrals from law enforcement agencies and the public, and they had enforcement opportunities for any criminal activity related to residential, residents, health or safety, and repeat or uncorrected deficiencies. He said if there were ongoing violations, they could create a new referral. ADHS took into consideration the severity of a violation, the pattern of the violation, and the steps to take forward when a referral was sent in, and they could also do inspections, civil penalties and fines, revoke the license, do a cease and desist letter or an injunction, and handle appeals on behalf of the owners and licensees. He also gave a brief update as to what they had been working on, stating the most important details were that seven referrals had been submitted to ADHS for either crimes or concerns; this was based on criteria such as criminal nature or concerning, and the community could help by submitting online referrals to ADHS. He said the community could make referrals to the Police Department if they had concerns or violations, adding they were also working on capturing 911 hang-up calls, which could be 150+ calls over 52 weeks. Chief Soelberg then turned it back to Director Mieras.

Director Mieras stated the last time Gilbert's Land Development Code (LDC) was updated was in 2017 to align with new and expanded State verbiage and definitions. He stated this was a good time to take another look and see what could be updated, adding once those updates were made, they would bring it back to the Council for approval.

Chief Soelberg listed ways the community could participate to help with their concerns including calling the police or contacting ADHS, their homeowner's associations (HOAs), or Code Compliance. He concluded with thanking the Council for their time and asked for questions.

Councilmember Anderson asked if when they updated the Land Development Code (LDC) if they were going to involve stakeholders, since some had come to the Council meetings

and spoke on the issues. Director Mieras stated that yes, it would be important for everyone to understand what could and could not be done.

Councilmember Bongiovanni asked out of the 27 categories, since nine were actual Residential seeking non-Commercial spaces, if they could align them with the State categories to make it easier to understand the regulations. Director Mieras stated that yes, it was very important to do that as they moved forward with LDC revisions.

Councilmember Koprowski stated as the liaison to Gilbert Public Schools, she attended a meeting with Gilbert Public Schools and learned that they had a very exceptional special education department and that people and families actually moved to Gilbert to attend their programs. She stated that was something that we would need to recognize and have them as stakeholder, for those families to participate, adding as those students aged, they were probably the ones that were now adults with disabilities that were in some of those group homes. She said to make sure that we separated the group homes from the homes for rehabilitation and ensure that we were able to accommodate those individuals living in our community.

Mayor Peterson asked how the community was notified regarding sex offenders.

Chief Soelberg stated that anyone in the half-mile radius would get a notification, whether it be electronically and or by paper. He stated that anyone could go to the website and look up their neighborhood and see levels, pictures, and what someone was convicted of. He said you could also set up notifications to be sent directly to you from the Town of Gilbert's website.

Mayor Peterson stated that she did not want anyone to think that every person that entered the sober living homes or group homes was a sex offender. She said they were just pointing out that some were, and the Town had those complaints, so there were ways that someone could track those or be notified. Mayor Peterson thanked Chief Soelberg for addressing the Council on the matter.

Vice Mayor Tilque asked that Gilbert 311 be identified as best practice for neighbors since it was one of the easiest ways to actually report something. She said it would allow it to be

on record and could be used as part of a case if needed. She said in lieu of calling 911 and waiting for an officer to get there, since whatever was happening was maybe over at that point. She stated that expanding that use in these cases would be great.

Chief Soelberg stated it was a good opportunity, both easy and convenient for residents to relay concerns and or violations. He added if it were something of health or a safety risk, someone should call 911 or the non-emergency number.

Mayor Peterson thanked Chief Soelberg and Director Mieras for their presentation.

ADJOURN

Mayor Peterson adjourned the meeting at 6:07 p.m.

ATTEST:

Brigette Peterson, Mayor

Chaveli Herrera, MMC, Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the Town Council of the Town of Gilbert held on the 18th day of April, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____ 2023.

Chaveli Herrera, Town Clerk



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Leslie Giltner, Customer Service Manager, 503-6801

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: Series 12 Restaurant Liquor License for Big Chicken located at 366 North Gilbert Road, Suite 106

STRATEGIC INITIATIVE: N/A

RECOMMENDED MOTION

A motion to issue an order to recommend approval of a Series 12 Restaurant Liquor License for Big Chicken located at 366 North Gilbert Road, Suite 106.

BACKGROUND/DISCUSSION

Steven Oel Christensen is requesting approval of a Series 12 Restaurant Liquor License for Big Chicken located at 366 North Gilbert Road, Suite 106.

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Public notice was posted for the required 20-day period in accordance with the Arizona Department of Liquor License and Control posting requirement. No adverse information to justify a denial of this application was received from Planning and Zoning, Building and Code Compliance or the Police Department. There were no liquor related conditions in the zoning ordinance for this site.

Council's recommendation will be forwarded to the Arizona Department of Liquor License & Control. If Council recommends denial of an application, the minutes must reflect specific reasons, testimony, and other evidence that supports the motion to deny the license applications as required by A.R.S. 4-201.E further defined by Rule R19-1-702 (Attachment 1).

FINANCIAL IMPACT

The license fee is \$750 per year.

STAFF RECOMMENDATION

Staff feels such requests are solely Council's prerogative and offers no recommendation on this request.

Respectfully submitted,

Leslie Giltner
Customer Service Manager

Attachments/Enclosures:

Attachment 1 – Arizona Department of Liquor Licenses & Control, Rule R19-1-702

Attachment 2 – Liquor License Application

Approved By

Approval Date

Kyle Mieras

4/18/2023 8:54:40 AM

**State of Arizona
Department of Liquor Licenses and Control**

Created 03/09/2023 @ 03:00:48 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	BIG CHICKEN		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	366 N GILBERT ROAD #106 GILBERT, AZ 85234 USA		
Mailing Address:	PO BOX 2161 HIGLEY, AZ 85298 USA		
Phone:	(973)901-8899		
Alt. Phone:			
Email:	STEVEC116@GMAIL.COM		

AGENT

Name:	STEVEN OEL CHRISTENSEN
Gender:	Male
Correspondence Address:	PO BOX 2161 HIGLEY, AZ 85298 USA
Phone:	(973)901-8899
Alt. Phone:	
Email:	STEVEC116@GMAIL.COM

OWNER

Name:	CRC RESTAURANT GROUP LLC		
Contact Name:	STEVEN OEL CHRISTENSEN		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23359857	State of Incorporation:	AZ
Incorporation Date:	04/12/2022		
Correspondence Address:	PO BOX 2161 HIGLEY, AZ 85298 USA		
Phone:	(973)901-8899		
Alt. Phone:			
Email:	STEVEC116@GMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
STEVEN OEL CHRISTENSEN	Managing Member	53.00
REID FRANKLIN RICHARDS	Managing Member	21.00

CRC RESTAURANT GROUP LLC - Managing Member

Name: REID FRANKLIN RICHARDS
Gender: Male
Correspondence Address: PO BOX 2161
HIGLEY, AZ 85298
USA
Phone: (973)534-6581
Alt. Phone:
Email: RRICARDS668@YAHOO.COM

CRC RESTAURANT GROUP LLC - Managing Member

Name: STEVEN OEL CHRISTENSEN
Gender: Male
Correspondence Address: PO BOX 2161
HIGLEY, AZ 85298
USA
Phone: (973)901-8899
Alt. Phone:
Email: STEVEC116@GMAIL.COM

APPLICATION INFORMATION

Application Number: 210663
Application Type: New Application
Created Date: 09/22/2022

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes

- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
None
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
The patio is contiguous.
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
03/10/2023
- 9) What type of business will this license be used for?
Quick service Restaurant with full bar

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	DLLC Submittal - Big Chicken Gilbert.pdf	09/22/2022
ORGANIZATIONAL DOCUMENTS	LLC Articles OR Certificate of Organization.pdf	02/17/2023
GROWLER APPLICATION	Big Chicken Gilbert - Growler Privilege series 12 (Jan 2023).pdf	02/21/2023
RECORDS REQUIRED FOR AUDIT	Big Chicken Gilbert - Records Required for Audit.pdf	02/21/2023
QUESTIONNAIRE	Reid - Big Chicken Liquor License Questionnaire.pdf	02/21/2023
QUESTIONNAIRE	Steve - Big Chicken Liquor License Questionnaire.pdf	02/21/2023
RESTAURANT OPERATION PLAN	Big Chicken Restaurant Operation Plan Jan 2023.pdf	02/21/2023
MENU	Menu_8.5x14_Gilbert.pdf	02/21/2023
INTERIM PERMIT (INP) NOTARY PAGE	Interim Permit Notary Page - Signed by Pomo.pdf	02/24/2023
MISCELLANEOUS	E8188FAD-A416-4DB2-B4F8-9E34CE73D6F2.jpeg	02/24/2023
	Big Chicken Gilbert - Growler Privilege series 12 (Jan 2023).pdf	03/06/2023
	Letter from Gilbert Landlord - Liquor Board Letter 2-2023.pdf	03/06/2023
	Big Chicken Gilbert Lease - Pomo Pizzeria - Lease & Amend 1.pdf	03/06/2023
	Organization Chart - CRC Restaurant Group (DLLC Application) - March 2023.pdf	03/06/2023
	Big Chicken-Pomo Lease Assignment - June 2022.pdf	03/06/2023

Reid DLLC Questionnaire Big Chicken -03/06/2023
pg 1 .pdf

Reid DLLC Questionnaire Big Chicken -03/06/2023
pg 2.pdf

Diagram for Liquor License - Big Chicken.png 03/06/2023

Steve - Big Chicken Liquor License Questionnaire.pdf 03/06/2023



POSTING

Job# _____
DLLC use only

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

Date of Posting: 03 / 16 / 2023

Date of Posting Removal: 04 / 05 / 2023

Applicant's Name: Christensen Steven Oel
Last First Middle

Business Address: 366 N Gilbert Rd #106 Gilbert 85234
Street City Zip

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Lorrie A. DeOrio Code Compliance Administrator 480-503-6834
Print Name of City/County Official Title Phone Number

Lorrie A DeOrio 4/5/2023
Signature Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



Local Governing Body Recommendation
A.R.S. § 4-201(C)

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

City or Town of: Gilbert Liquor License/Application #: 210663
County of: Maricopa City/Town/County #: Gilbert

Licensed establishment that will be operating within an "entertainment district" as described in A.R.S. § 4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The Gilbert Town Council at a Regular meeting held
on the 02 of May, 2023 considered the application of Steven Oel Christensen

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF
to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended
for

(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State
Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at on , ,

(Printed name of city, town or county clerk) (Signature of city, town or county clerk)

R19-1-702. Determining Whether to Grant a License for a Certain Location

To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
2. Number and types of licenses within one mile of the proposed premises;
3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
5. Residential and commercial population density within one mile of the proposed premises;
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
7. Effect on vehicular traffic within one mile of the proposed premises;
8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

This Section is authorized by A.R.S. § 4-201(I).



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Samantha Novotny, Planner I, 503-6602

MEETING DATE: May 2, 2023 6:30 PM - Regular Meeting

SUBJECT: GP22-10/Z22/09: Higley Industrial to Commercial

STRATEGIC INITIATIVE: Community Livability

The effect will be to designate areas for the commercial and service needs of the surrounding area.

RECOMMENDED MOTION

- A. Move to adopt the attached resolution approving GP22-10, and;
- B. Move to make the Findings of Fact and adopt the attached ordinance approving Z22-09.

APPLICANT

Company: Pew & Lake PLC
 Name: Ralph Pew
 Address: 1744 S Val Vista Drive
 Mesa, AZ 85204
 Phone: (480) 461-4670
 Email: ralph.pew@pewandlake.com

OWNER

Company: Promus Capital Inc.
 Name: Ty LeSueur
 Address: 3850 E Baseline Road
 Mesa, AZ 85206
 Phone: (480) 424-3425
 Email: ty@lesuerinvestments.com

BACKGROUND/DISCUSSION

History

Date	Description
<i>May 9, 2006</i>	Town Council adopted Ordinance No. 1748 (A06-21), annexing approximately 60.93 acres from Maricopa County into the Town of Gilbert, which included the subject site.
<i>September 26, 2006</i>	Town Council adopted Ordinance No. 1833 (Z06-22) rezoning 60.93 acres from Maricopa County R-43, C-2, and C-3 to Town of Gilbert SC, CC, and LI.
<i>July 13, 2022</i>	The Design Review Board approved DR20-177 QuikTrip #1405 a site plan, landscape plan, grading and drainage, elevations, floor plan, lighting, and colors and materials on approximately 2.81 acres. This approval also included a master site plan and phasing plan for approximately 12.64 acres located at the northwest corner of Higley Road and between Williams Field Road and the Union Pacific Railroad.
<i>December 7, 2022</i>	Planning Commission reviewed GP22-10 and Z22-09 as study session items.
<i>April 5, 2023</i>	Planning Commission recommended approval to Town Council of GP22-10 and Z22-09.

Overview

The subject site is approximately 2.6 acres located north of the northwest corner of Higley Road and Williams Field Road in the Gateway Character Area. The applicant is proposing two requests:

- 1) A Minor General Plan amendment to change the land use designation from Industrial to General Commercial; and
- 2) A rezone from Light Industrial (LI) to Shopping Center (SC) zoning district.

With these proposals, the effect will be to permit retail, office, and commercial uses allowed under the SC zoning district.

Surrounding Land Use & Zoning Designations:

	Existing Zoning	Existing Land Use Classification	Existing Use
North	Light Industrial (LI)	Utility/Transportation Corridor	Union Pacific Railroad
South	Shopping Center (SC)	General Commercial	Former RWCD Facility
East	Shopping Center (SC)	General Commercial	Higley Road, then Pioneer Landscape Center
West	Light Industrial (LI)	Industrial	Former RWCD Facility
Site	Light Industrial (LI)	Industrial	Former RWCD Facility

General Plan

The subject site is located within the Gateway Character Area as denoted in the 2020 General Plan. This proposal requests a Minor General Plan amendment from Industrial to General Commercial (GC). Staff considers this an appropriate shift as GC will match the existing GC land use classification to the south of the subject site. This area is expected to develop with commercial needs that will provide services to the surrounding area.

Additionally, the Gateway Character Area encourages development of traditional neighborhoods with special attention to theming of right-of-way improvements and streetscape standards on major arterial roads. Development in this area is expected to:

1. Encourage commercial development to transition with the architectural context of the Village Center.
2. Provide for fully accessible bus services along Williams Field Road, where appropriate.
3. Promote uses in the SC, CC, and NC areas that will provide for the commercial needs of the surrounding area.

The amendment request conforms to the Town of Gilbert General Plan and is supported by the following implementation actions:

- CM-1.C: Work with property owners and developers within identified Growth and Character Areas to implement infill projects that meet the vision and goals of this plan.
- CM-1.E: Continue to evaluate commercial uses throughout the Town to determine how much commercial property the Town can support and where it should be located.

Rezoning

With a successful rezoning from LI to SC, the applicant and current site user intends to develop the site in phases according to the phasing plan/master site plan that was approved under case DR20-177. The subject site is in the Gateway Character Area, and as such, the Gateway Area Right-of-Way Improvement Standards and Streetscape Design Guidelines will be implemented on all projects.

New development is required to conform to the Land Development Code (LDC) development regulations for the SC zoning district as shown in the table below.

Development Regulations Table (SC Zoning District)

Site Development Regulations	LDC Standard
Maximum Size of Use or User (SF)	75,000 SF
Maximum Height (ft.)/Stories	35/2
Minimum Building Setbacks (ft.)	
Front	25
Side (street)	20
Side, Rear (residential)	75

Side, Rear (nonresidential)	15
Separation between Buildings (ft.)	
Single-Story	15
Two-Story	20
Minimum Perimeter Landscape Setback (ft.)	
Front	25
Side (street)	20
Side(residential)	30
Side, Rear (nonresidential)	15
Rear (residential)	35
Parking	1 space per 250 SF of building area
Landscaping (%of net area)	15

PUBLIC NOTIFICATION AND INPUT

The applicant held a virtual neighborhood meeting on February 1, 2022 and an in-person neighborhood meeting on December 15, 2022. Six members of the public attended the first meeting along with eight representatives of the development team. No members of the public attended the second meeting. Commentary from the public included:

- Curiosity around development plans for future commercial pads at this area.
- Concerns about the existing citrus trees and rodents that live among the trees.
- Question about the virtual or in-person meeting format and if notices will be sent out again for future meetings.

A notice of public hearing was published in a newspaper of general circulation in the Town, an official notice was posted in all the required places with the Town, and neighborhood notice was provided per the requirements of the LDC 6.2.6.

PROPOSITION 207

An agreement to “Waive Claims for Diminution in Value” Pursuant to A.R.S. § 12-1134 was signed by the landowners of the subject site in conformance with Section 5.201 of the Town of Gilbert Land Development Code. This waiver is located in the case file.

LEGAL REVIEW

The Resolution and Ordinance were reviewed for form by Assistant Town Attorney Alena Jorquez.

FINANCIAL IMPACT

There are no changes to the annual budget as a result of approved the attached Resolution and Ordinance.

The financial impact was reviewed by Joseph Hewitt, Management and Budget Analyst.

WATER IMPACT

The proposed project is not anticipated to significantly increase the projected water demand on the site.

PLANNING COMMISSION INPUT AND RECOMMENDATION

On December 7, 2022, Planning Commission reviewed GP22-10 and Z22-09 as study session items. The feedback included:

- A desire to have consistent uses on the site and adjoining land.
- Ensuring proper access is considered and designed for the uses to the west behind the site.

On April 5, 2023, Planning Commission heard GP22-10 and Z22-09 at the Planning Commission public hearing and unanimously recommended approval to Town Council.

STAFF RECOMMENDATION

- A. Adopt the attached Resolution approving GP22-10 Higley Industrial to Commercial, a Minor General Plan Amendment to change the land use classification; and
- B. Make the Findings of Fact and adopt the attached Ordinance approving Z22-09 Higley Industrial to Commercial, subject to the conditions in the draft Ordinance.

Respectfully submitted,

Samantha Novotny
Planner I

Attachments:

- Attachment 1 – Notice of Public Hearing
- Attachment 2 – Findings of Fact
- Attachment 3 – Resolution
- Attachment 4 – Exhibit 1 Legal Description
- Attachment 5 – Exhibit 2 Land Use Map

Attachment 6 – Ordinance
Attachment 7 – Exhibit 1 Legal Description
Attachment 8 – Exhibit 2 Zoning Map

Approved By

Approval Date

Ashlee MacDonald

4/11/2023 4:36:33 PM

Eva Cutro

4/12/2023 5:00:48 PM

Kyle Mieras

4/13/2023 8:10:46 AM

Alena Jorquez

4/24/2023 7:29:12 AM

Joseph Hewitt

4/18/2023 1:44:15 PM

GP22-10, Z22-09: Higley Industrial to Commercial
Notice of Attachment 1 - Notice of Public Hearing

PLANNING COMMISSION DATE:

Wednesday, April 5, 2023 TIME: 6:00 PM*

LOCATION: Council Chambers
50 East Civic Center Drive

TOWN COUNCIL DATE:

Tuesday, May 2, 2023 TIME: 6:30 PM*

LOCATION: Council Chambers
50 East Civic Center Drive

*Call Planning Division to verify date and time: (480) 503-6602

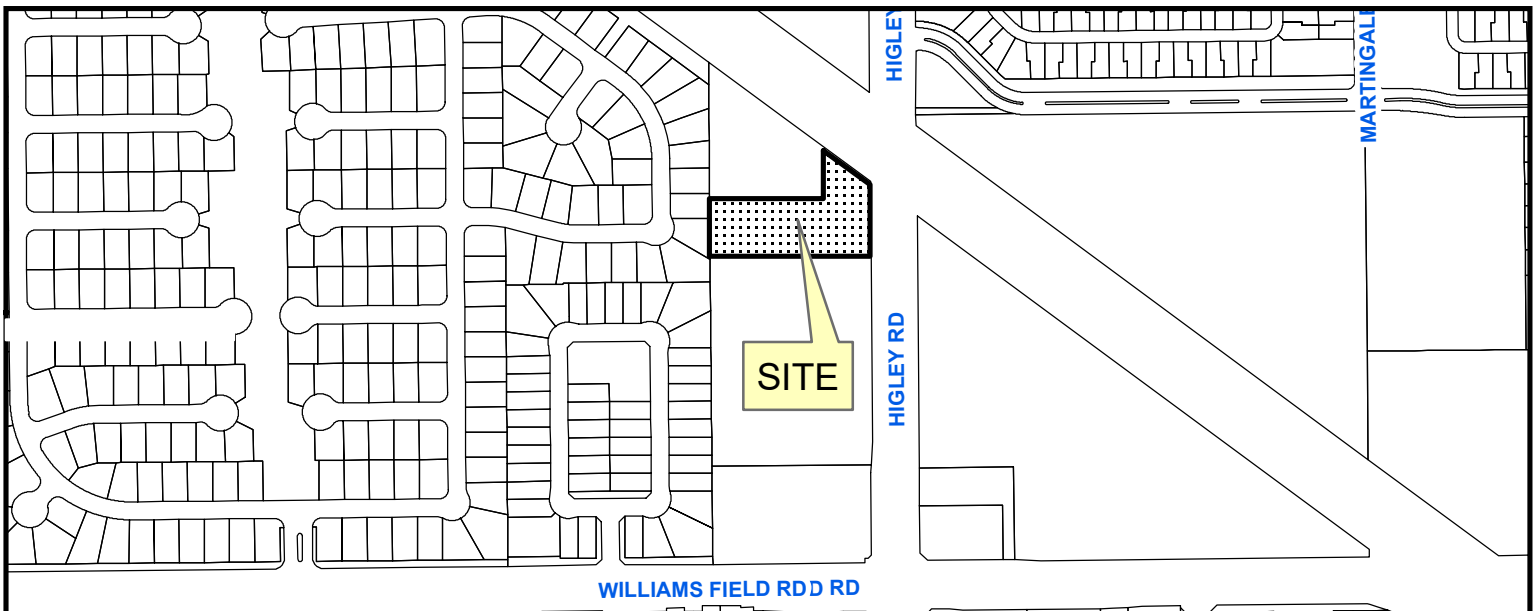
The application is available to the public for review at the Town of Gilbert Planning Division Monday - Thursday 7AM - 6PM. Staff reports and the agenda are available prior to the meeting at www.gilbertaz.gov/departments/development-services/planning/planning-commission

REQUESTED ACTION:

GP22-10 HIGLEY INDUSTRIAL TO COMMERCIAL: Request for Minor General Plan Amendment to change the land use classification of approximately 2.6 acres generally located north of the northwest corner of Higley Road and Williams Field Road from Industrial to General Commercial. The effect of this amendment will be to change the General Plan to designate areas for the commercial and service needs of the surrounding area.

Z22-09 HIGLEY INDUSTRIAL TO COMMERCIAL: Request to rezone approximately 2.6 acres generally located north of the northwest corner of Higley Road and Williams Field Road from the Light Industrial (LI) to Shopping Center (SC). The effect will be to permit retail, offices, and commercial establishments.

SITE LOCATION:



0 180 360 720 Feet



APPLICANT: *Pew & Lake, PLC*
CONTACT: *Ralph Pew*
ADDRESS: *1744 S Val Vista DR Unit: 217*
Mesa, AZ 85204

TELEPHONE: *(480) 461-4670*
E-MAIL: *Ralph.Pew@pewandlake.com*

**GP22-10, Z22-09: Higley Industrial to Commercial
Attachment 2 - Findings of Fact**

**FINDINGS OF FACT
GP22-10, Z22-09 HIGLEY INDUSTRIAL TO COMMERCIAL**

1. The proposed zoning amendment conforms to the General Plan and the Planned Area Development overlay zoning district.
2. All required public notice has been conducted in accordance with applicable state and local laws.
3. All required public meetings and hearings have been held in accordance with applicable state and local laws.

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, AMENDING THE GILBERT GENERAL PLAN LAND USE MAP AS DESCRIBED IN CASE GP22-10, FOR THE REAL PROPERTY GENERALLY LOCATED NORTH OF THE NORTHWEST CORNER OF HIGLEY ROAD AND WILLIAMS FIELD ROAD BY CHANGING THE LAND USE CLASSIFICATION OF APPROXIMATELY 2.6 ACRES OF LIGHT INDUSTRIAL (LI) TO 2.6 ACRES OF GENERAL COMMERCIAL (GC); AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, The Town of Gilbert has solicited and received public input regarding the proposed amendment to the General Plan through notice and public hearings as required by law; and

WHEREAS, the Common Council of the Town of Gilbert has received a recommendation from the Town of Gilbert Planning Commission regarding the proposed land use map change;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the Town of Gilbert, Arizona, that the Land Use Map of the General Plan of the Town of Gilbert, Arizona, is hereby amended for approximately 2.6 acres of real property generally located north of the northwest corner of Higley Road and Williams Field Road, as described in the legal description, Exhibit 1, changing the land use classification from Light Industrial (LI) to General Commercial (GC), as shown on the General Plan (map), Exhibit 2, both of which are attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED by the Common Council of the Town of Gilbert, Arizona, this _____ day of _____, 20__.

Brigitte Peterson, Mayor

ATTEST:

Chaveli Herrera, Town Clerk

APPROVED AS TO FORM:

Christopher W. Payne, Town Attorney

The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. Land Use Exhibit (map)



LEGAL DESCRIPTION

NWC HIGLEY & WILLIAMS FIELD – SELLER PARCEL REZONE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH 89 DEGREES 24 MINUTES 15 SECONDS WEST, A DISTANCE OF 2627.83 FEET;

THENCE NORTH 00 DEGREES 26 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 848.79 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 33 MINUTES 41 SECONDS WEST, A DISTANCE OF 513.56 FEET;

THENCE NORTH 00 DEGREES 26 MINUTES 34 SECONDS WEST, A DISTANCE OF 144.01 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 41 SECONDS EAST, A DISTANCE OF 266.67 FEET TO THE POINT OF CURVATURE FOR A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 215.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°09'18", AN ARC LENGTH OF 19.34 FEET;

THENCE NORTH 00 DEGREES 26 MINUTES 19 SECONDS WEST, A DISTANCE OF 257.11 FEET;

THENCE SOUTH 53 DEGREES 36 MINUTES 28 SECONDS EAST, A DISTANCE OF 284.34 FEET;

THENCE SOUTH 00 DEGREES 26 MINUTES 19 SECONDS EAST, A DISTANCE OF 229.80 FEET; TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 112,875 SQUARE FEET OR 2.591 ACRES, MORE OR LESS.





EAST QUATER CORNER
SECTION 27, T1S, R6E
FND. C.O.G. BCF

J. Behrana



**PROPOSED
PUBLIC
STORAGE**

L=19.34'
R=215.00'
D=5°09'18"

N00°26'34"W
144.01'

257.11'

N89°33'41"E
266.67'

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S53°36'28"E
284.34'

S. HIGLEY ROAD

S00°26'19"E 2637.71'

229.80'

P.O.B.

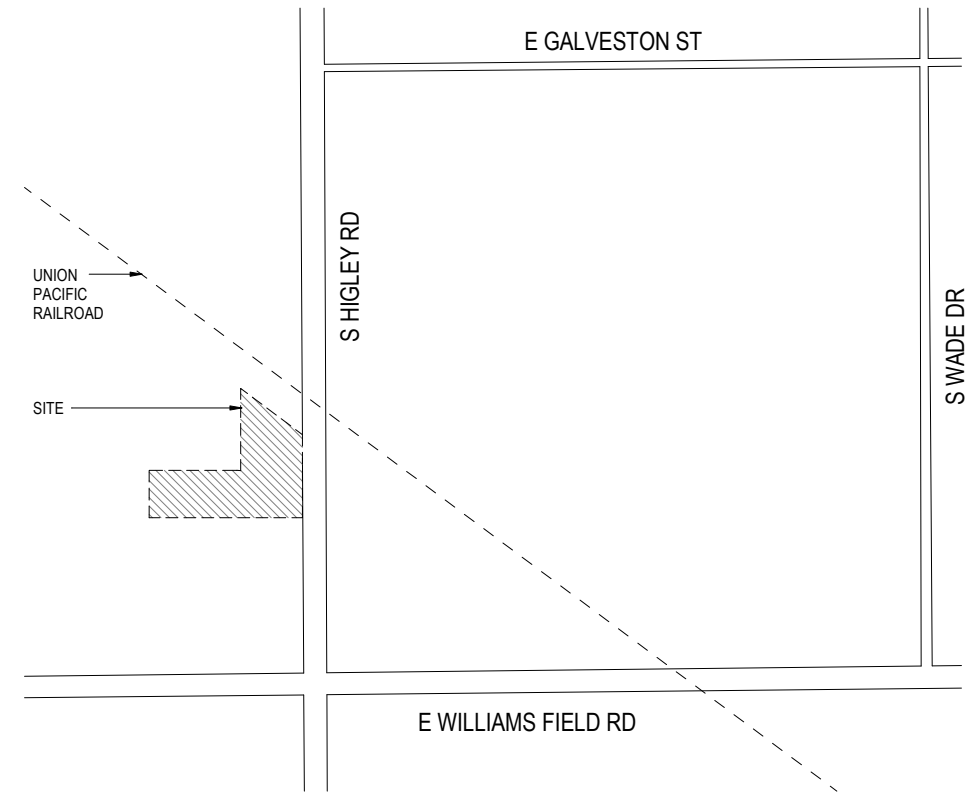
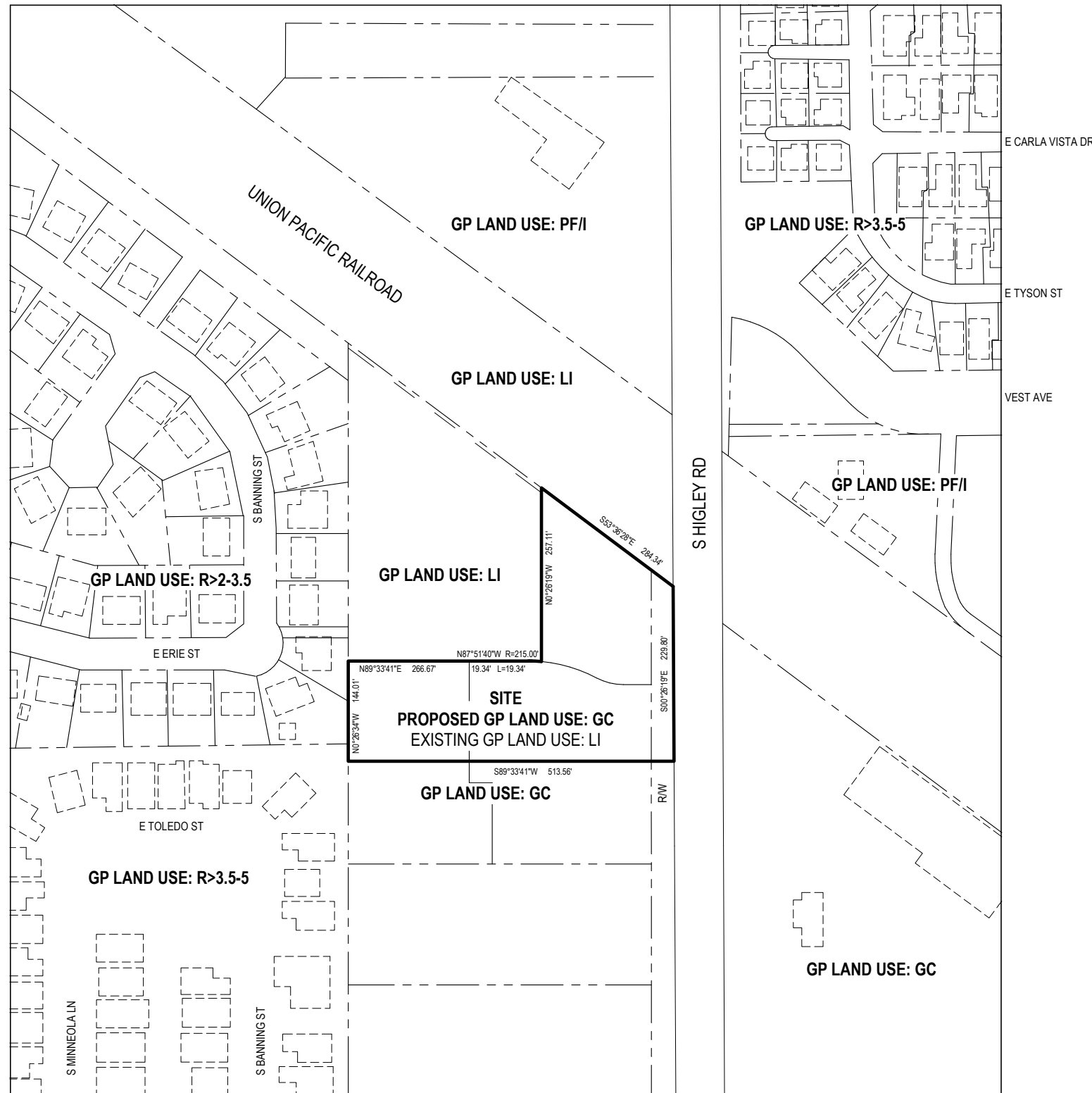
513.56'
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SOUTH QUATER CORNER
SECTION 27, T1S, R6E
FND. C.O.G. BCF

E. WILLIAMS FIELD ROAD
N89°24'15"E 2627.83'
BEARING OF BEARING

P.O.C.
SOUTHEAST CORNER
SECTION 27, T1S, R6E
FND. BCHH



SITE DATA TABLE	
APN NUMBERS	304-40-009F
GROSS ACREAGE	2.591 AC
EXISTING GP LAND USE	LIGHT INDUSTRIAL (LI)
PROPOSED GP LAND USE	GENERAL COMMERCIAL (GC)

NWC HIGLEY RD. & WILLIAMS FIELD RD.

LESUEUR INVESTMENTS
02/03/2023

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architects
maa
merriman anderson

PLAN NORTH TRUE NORTH

0 25 50 100 200 1" = 200'-0"

ORDINANCE NO. ____

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF GILBERT, ARIZONA, BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY CONSISTING OF APPROXIMATELY 2.6 ACRES, LOCATED NORTH OF THE NORTHWEST CORNER OF HIGLEY ROAD AND WILLIAMS FIELD ROAD, IN ZONING CASE Z22-09, FROM LIGHT INDUSTRIAL (LI) ZONING DISTRICT TO SHOPPING CENTER (SC) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES

WHEREAS, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Gilbert General Plan, as amended, any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

WHEREAS, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws; and

NOW THEREFORE BE IT ORDAINED by the Common Council of the Town of Gilbert, Arizona, as follows:

Section I. In General.

1. The Official Zoning Map of the Town of Gilbert, Arizona is hereby amended by changing the zoning classification of property consisting of approximately 2.6 acres described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference (the "Property"), from Light Industrial (LI) zoning district to Shopping Center (SC) zoning district.

2. The Property described in Paragraph 1 of this Section shall be used and developed in accordance with the Land Development Code of the Town of Gilbert. Development of the Property shall also be subject to the following conditions:

- a. Dedication to Gilbert for Higley Road rights-of-way that are adjacent to the Property shall be completed prior to or at the time of recordation of the final plat or sooner as required by the Town Engineer.
- b. Dedication of Higley Road shall extend 70 feet from the monument line.

- c. Construction of off-site improvements to Higley Road adjacent to the Property shall be completed prior to issuance of a certificate of occupancy or final approval of any building constructed on the Property or at the time requested by Gilbert, whichever is earlier.
- d. At the written request of Gilbert, Developer shall dedicate all necessary easements for the roadway improvements, including easements for drainage and retention and temporary construction easements. Failure to dedicate said easements within thirty (30) days after the date of Gilbert's written request may result in the reversion of the zoning of the Property to the prior zoning classification.
- e. Developer shall construct, at the Developer's expense, dedicated right turn lane(s) and any associated improvements at any proposed access on Higley Road right-of-way into the site. The minimum geometry of the dedicated right turn lane(s) shall be 80 feet storage, 85 feet taper, and 12 feet wide or per the storage per as described in the approved traffic study, unless a technical variance is approved by the Town Engineer to modify the geometry of the dedicated right turn lane(s).
- f. Developer shall design and construct, at the Developer's expense, re-striping of the intersection of Williams Field Road and Higley Road to improve each approach to accommodate dual left turn lanes. Improvements will also include a new longer traffic signal mast arm, post, and foundation in the northwest corner to meet the latest national standards outlined in the Manual on Uniform Traffic Control Devices and any associated improvements necessary to provide a full functioning traffic signal as required by the Town's Traffic Engineer. Improvements shall be completed prior to issuance of a certificate of occupancy or final approval of any unit or building constructed on the Property or at the time requested by Gilbert, whichever is earlier.
- g. The existing median on Higley Road is required to be modified to provide an additional 50 feet of storage for the northbound left turn lane at Pioneer Driveway.
- h. Developer shall create a Property Owner's Association (POA) for the ownership, maintenance, landscaping, improvements and preservation of all common areas and open space areas, and landscaping within the rights-of-way. Maintenance responsibilities for common areas and open space areas shall be specified on the approved site plan or final plat.

- i. Developer shall record easements benefitting the POA for cross access including pedestrian, bicycle, multi-use or trail system purposes as determined by the final plat, at the time of final plat recordation or earlier if required by the Town Engineer. Such easements shall be open to public access and use.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

Section IV. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 6.12.6 and 6.12.7 of the Gilbert Land Development Code. Each day a violation continues, or the failure to perform any act or duty required by this zoning ordinance, the Zoning Code or by the Town of Gilbert Municipal Court continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Common Council of the Town of Gilbert, Arizona, this ___ day of _____, 20 __, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ___ day of _____, 20 __.

Brigette Peterson, Mayor

ATTEST:

Chaveli Herrera, Town Clerk

APPROVED AS TO FORM:

Christopher W. Payne, Town Attorney

I, CHAVELI HERRERA, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF GILBERT ON THE ____ DAY OF _____, 20__, WAS POSTED IN FOUR PLACES ON THE ____ DAY OF _____, 20__.

Chaveli Herrera, Town Clerk

The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. Zoning Exhibit (map)



LEGAL DESCRIPTION

NWC HIGLEY & WILLIAMS FIELD – SELLER PARCEL REZONE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EAST QUARTER CORNER
SECTION 27, T1S, R6E
FND. C.O.G. BCF

J. Behrana



PROPOSED
PUBLIC
STORAGE

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S00°26'19"E 2637.71'

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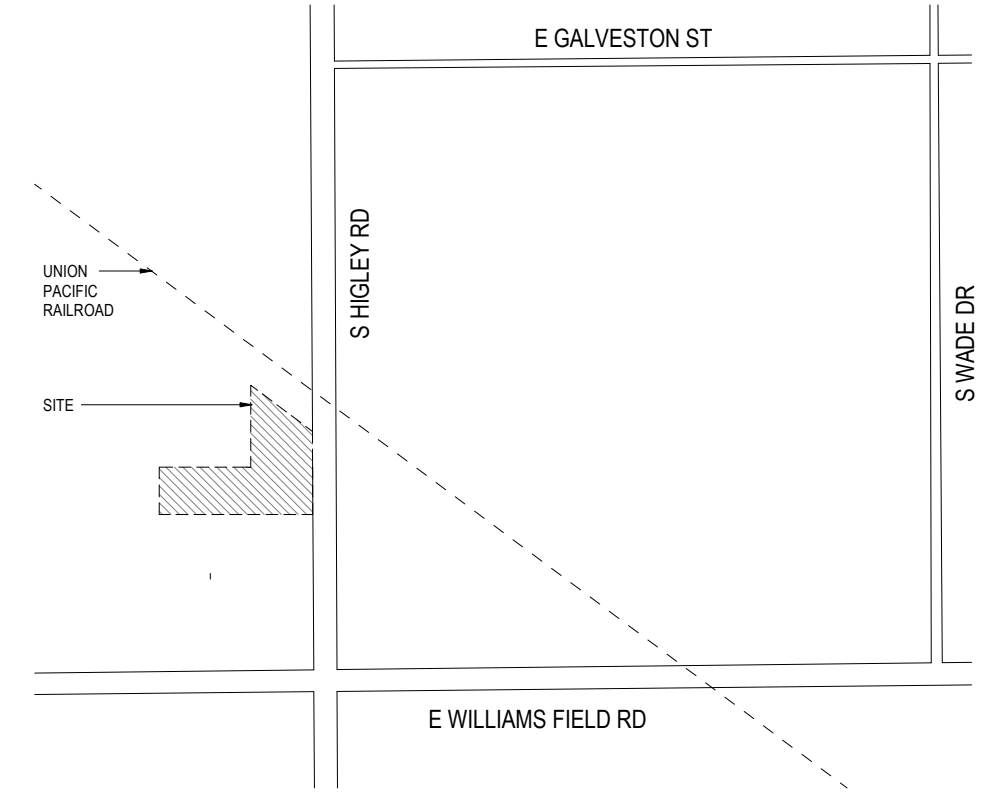
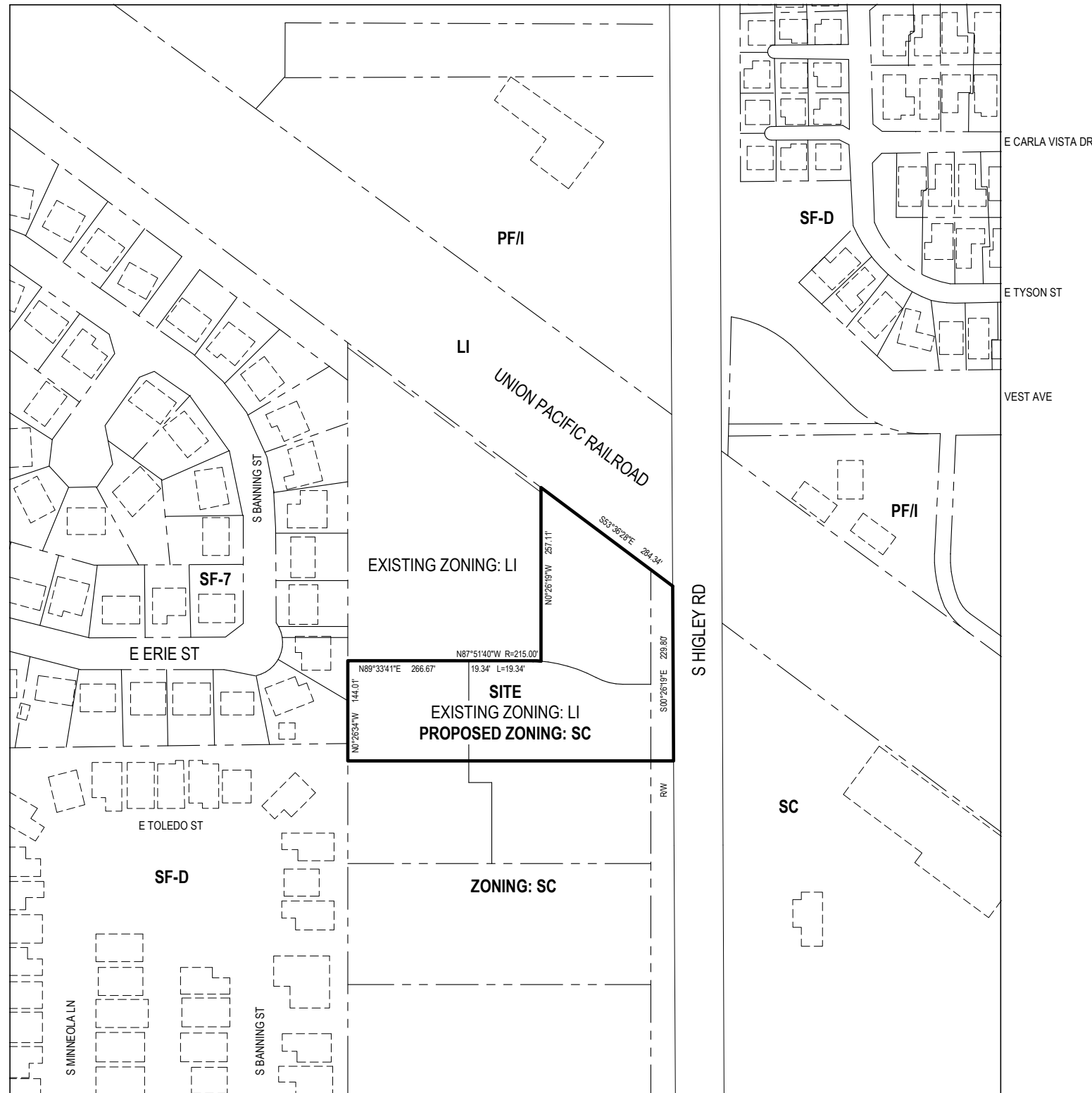
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BEARING OF BEARING

P.O.C.
SOUTHEAST CORNER
SECTION 27, T1S, R6E
FND. BCHH



SITE DATA TABLE	
APN NUMBERS	304-40-009F
GROSS ACREAGE	2.385 AC
NET ACREAGE	1.678 AC
EXISTING ZONING	LIGHT INDUSTRIAL (LI)
PROPOSED ZONING	SHOPPING CENTER (SC)
EXISTING GENERAL PLAN USE	LIGHT INDUSTRIAL (LI)
PROPOSED GENERAL PLAN USE	GENERAL COMMERCIAL (GC)

NWC HIGLEY RD. & WILLIAMS FIELD RD.

LESUEUR INVESTMENTS
02/03/2023

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architects
maa
merriman anderson

PLAN NORTH TRUE NORTH

0 25 50 100 200 1" = 200'-0"



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Rocky Brown, Parks and Recreation Business Manager, 503-6330

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: Special Event Chapter 15 Code Updates

STRATEGIC INITIATIVE: Prosperous Community

The proposed Chapter 15 code updates will allow for the community to efficiently hold special events.

RECOMMENDED MOTION

A motion to approve changes to the Town of Gilbert Municipal Code - Chapter 15 – Special Events.

BACKGROUND/DISCUSSION

As the number and types of Special Events continue to grow in Gilbert, staff schedules annual reviews of the Gilbert Municipal Code Chapter 15 to be sure that the code meets the needs of the Town, applicant and venues in Gilbert.

After a recent review of the Chapter 15 Town Code, the following recommended changes include:

- Definitions Updates (Business Hours, Event Types and Special Event Approval Team/Designee.)
- 15-3c- Violations of the Special Event Code- Update verbiage to state the department will maintain records of permits (not director)
- 15-37- Application and Fees- Increase application process time from 15 days to 30 days. And add that department directors or designee will approve application for each department.
- 15-50-(b)-General Requirement- Update requirements to obtain a Special event permit on public property.
- 15-53 (1) (2e)- Special Provisions- update requirements for Town approved Special Events.

The proposed changes were presented to Town Council in Study Session on Monday, February 27, 2023 for review and discussion.

The ordinance was reviewed for form by Attorney Amanda Jenkins.

FINANCIAL IMPACT

These changes to the Town of Gilbert code will have no financial impact.

The Financial Impact was reviewed by Joseph Hewitt Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends to approve changes to the Town of Gilbert Municipal Code - Chapter 15 – Special Events.

Respectfully submitted,

Rocky Brown

Business Manager

Approved By

Approval Date

Chaveli Herrera

4/24/2023 2:18:21 PM

John Baird

4/24/2023 3:44:22 PM

Joseph Hewitt

4/24/2023 2:43:31 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, AMENDING THE CODE OF GILBERT, ARIZONA, CHAPTER 15 SPECIAL EVENTS, BY AMENDING ARTICLE I IN GENERAL, SECTIONS 15-1 DEFINITIONS, 15-2 ADMINISTRATION, AND 15-3 VIOLATION OF CHAPTER; ARTICLE II PERMITS, SECTIONS 15-37 APPLICATION AND FEE, 15-39 ISSUANCE OF PERMIT, AND 15-43 DISPLAY; IDENTIFICATION; PERMISSION OF PROPERTY OWNER; EXHIBITION UPON DEMAND; AND ARTICLE III REQUIREMENTS, SECTIONS 15-50 GENERAL REQUIREMENTS, 15-52 SPECIAL PROVISIONS RELATED TO PARADES AND PUBLIC ASSEMBLIES, AND 15-53 SPECIAL PROVISIONS RELATED TO TOWN SPECIAL EVENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Code of Gilbert, Arizona currently requires a permit for “special events” including “public assembly” involving more than 500 attendees at any one time; and

WHEREAS, the Code currently defines a “public assembly” as a “meeting, demonstration, picket line, rally, or gathering of more than 200 persons,” causing confusion as to whether the “public assembly” requires a permit; and

WHEREAS, the Town of Gilbert would like to update Chapter 15 of the Town Code to provide clarification on this definition and make several other conforming changes;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the Town of Gilbert, Arizona, as follows:

Section I. In General.

The Code of Gilbert, Arizona, Chapter 15 Special Events, Article I In General, Sections 15-1 Definitions, 15-2 Administration, and 15-3 Violation of Chapter; Article II Permits, Sections 15-37 Application and Fee, 15-39 Issuance of Permit, and 15-43 Display; Identification; Permission of Property Owner; Exhibition Upon Demand; and Article III Requirements, Sections 15-50 General Requirements, 15-52 Special Provisions Related to Parades and Public Assemblies, and 15-53 Special Provisions Related to Town Special Events, are hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

Chapter 15 SPECIAL EVENTS

ARTICLE I. IN GENERAL

Sec. 15-1. Definitions.

The following words, terms and phrases, when used in this article, shall have the following meanings ascribed to them unless the context clearly indicates a different meaning:

Aggressive manner means:

- (1) Intentionally, knowingly or recklessly making any physical contact with or touching another person in the course of the solicitation without the person's consent;
- (2) Approaching or following a person before, during or after soliciting if that conduct is intended to or is likely to cause a reasonable person to fear bodily harm to oneself or another, or damage to or loss of property or otherwise be intimidated into giving money or other thing of value;
- (3) Continuing to solicit from a person after the person has given a negative response to such soliciting; or
- (4) Intentionally, knowingly or recklessly using obscene, abusive or threatening language or gestures intended or likely to cause a reasonable person to fear imminent bodily harm or reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation.

Acts authorized as an exercise of one's constitutional right to picket or protest are not acts performed in an aggressive manner.

Block party means a gathering of residents of a neighborhood for social purposes where the gathering is:

- (i) Limited to the residents of the immediate neighborhood; and
- (ii) A public street will be used for the gathering.

BUSINESS DAY IS DEFINED AS MONDAY THROUGH THURSDAY FROM 7 AM TO 6 PM WHEN GILBERT OFFICES ARE OPEN.

Carnival means a temporary event that generally includes activities such as amusement rides, entertainment, game booths, food stands, exhibitions, animal displays, and associated merchandise booths.

Circus means a temporary event at which a combination of attractions and exhibitions, such as rides, illusions, ~~freak~~ shows OR PERFORMANCES, eating concessions, and gaming booths, including a main tent attraction along with side shows, are available for the purpose of amusement and entertainment and at which the public pays either an admittance or participation fee.

Conduct means to commence, manage, own, solicit, canvass, practice, transact, engage in, or carry on.

Days means calendar days.

Director means a Town of Gilbert department director.

Event in this chapter refers to a special event as defined in this chapter.

Event organizer means a person or entity that is responsible for conducting a special event.

Farmers market means the sale of agricultural products, arts and crafts, and prepared food by individual vendors at an open air market, excluding games and rides.

Fireworks display means an event open to the public or to which invitations have been issued to the public where aerial pyrotechnics are exploded.

Goods means any personal property.

Multiple special events means more than one special event held at a single location simultaneously.

Parade means any march, demonstration, procession, motorcade or race consisting of persons, animals, or vehicles or a combination thereof upon the streets, parks, or other public grounds within the town intended to attract public attention that interferes with the normal flow or regulation of pedestrian and/or vehicular traffic upon the streets, parks, or other public grounds.

Person means an individual, firm, association, partnership, joint venture or corporation.

Private property means any property that is not owned, leased, operated, maintained or managed by the town.

Public assembly means any meeting, demonstration, picket line, rally, or gathering of more than ~~200~~ 500 persons for a common purpose as a result of prior planning that interferes with the normal flow or regulation of pedestrian or vehicular traffic or has significant impacts on the standard, ordinary, and normal uses of the property being used. "Public assembly" does not include block parties.

Sidewalk means any town property used for purposes of pedestrian traffic, whether or not it is paved.

Sign shall have the same meaning as the term is defined in the Town of Gilbert Land Development Code.

Sidewalk sale or parking lot event means a small scale commercial activity or promotion including merchandise displays, sale of merchandise, food stands and informational booths.

Special event means any activity in whole or in part that:

(1) Occurs on town property and involves one or more of the following conditions:

(a) The activity may require town services and resources that go beyond what the town routinely provides under ordinary circumstances; or

(b) The activity is open to the public and involves:

(i) A potential adverse impact to town property; or

(ii) More than 500 attendees at any one time; or

(iii) Requires a special event liquor license or another license or permit.

(2) Occurs on private property and involves one or more of the following conditions:

~~(a) Requires a state issued temporary extension premises liquor license, a special event liquor license.~~

~~(b)(A)~~ A potential closure or blocking of a street, BUS STOP or sidewalk; or

~~(b)(B)~~ More than 500 attendees at any one time.

"Special event" includes the following activities held on town property: a carnival; circus; rodeo; fair; festival; exhibition; fireworks display; farmer's market; special event series; swap meet and auction; parade; public assembly; and sidewalk sales or parking lot event. A block party is not a special event, but it requires a block party permit from the town.

Special event area means an area designated by the parks and recreation director as an area where special events on town property may be held. A copy of such designations is on file with the parks and recreation department.

Special event permit means a permit required by this chapter.

Special event permit approval means a special event permit approved by the special event permitting team and signed by the director of parks and recreation.

Special event permitting team means a group of town employees designated by applicable directors to review special event permit applications and approve, deny or conditionally approve special event permits in accordance with this Code, the Land Development Code, and other policies and requirements relating to traffic control, sanitation, and public safety. Approvals of the special event permitting team shall be signed by the parks and recreation director OR DESIGNEE.

Special event series means special events that are permitted to occur on several specified dates. A special event permit granted for a special event series expires 180 days after its date of issuance so long as no substantial change is made to the approved event plan.

Street means any place or way set aside or open to the general public for purposes of vehicular, including bicycle, traffic, including any berm or shoulder, parkway, right-of-way, or median strip thereof.

Swap meet and *auction* means commercial activities held in an open area where one or more licensed sellers bring goods for sale or auctioning to the public.

Temporary sales event shall mean a temporary sales event that lasts three consecutive days or less and does not require town services or resources. A temporary sales event on private non-commercial property does not require a special event permit provided that no more than two temporary sales events occur at said property within the same calendar year.

Town property means any property, facility or improvement that is owned, leased, operated, maintained or managed by the town.

Town special event means a special event expressly sponsored by the town. A special event does not become a town special event solely because the town provides public safety services, partial funding or other town resources.

Vendor means any person, other than an event organizer or its employee, who occupies a space, cell, booth, or other temporary structure or location for the purpose of retail sales of goods or services to the public in conjunction with, associated with, or attendant to a special event.

Sec. 15-2. Administration.

- (a) The parks and recreation director shall uniformly administer the provisions of this chapter.
- (b) The parks and recreation director may designate a special event area as defined in section 15-1.
- (c) The special event permitting team shall be made up of the parks and recreation coordinator and applicable department directors or designees. The parks and recreation coordinator shall serve as chair of the special event permitting team.
- (d) The special event permitting team shall review special event permit applications and recommend approval, conditional approval or denial of said applications in accordance with this Code, the Land Development Code, and other policies and requirements of the town. The special event permitting team shall forward its recommendation to the parks and recreation director ~~DESIGNEE~~ for final approval. The permit shall be deemed approved once signed by the parks and recreation director ~~OR DESIGNEE~~.
- (e) The special event permitting team shall coordinate with other governmental agencies as necessary.
- (f) The special event permitting team shall consider each special event permit application upon its merits without discriminating on the basis of political, religious, ethnic, racial, disability, sexual orientation, or gender related grounds.

Sec. 15-3. Violation of chapter.

- (a) Any person found to be in violation of this chapter is responsible for a civil violation subject to the penalty provisions set forth in section 1-5, including provisions governing habitual offenders. The conduct of any special event in violation of this chapter shall constitute a separate violation for each and every day that such special event is conducted.
- (b) The parks and recreation director, the code compliance manager, and the town prosecutor may cause complaints to be filed against persons violating any of the provisions of this chapter.
- (c) The clerk of the court shall report to the parks and recreation director all convictions or violations of this section. The parks and recreation ~~director~~ DEPARTMENT shall maintain a record for each permit issued and record the reports of violations therein.

- (d) In addition to the penalty provisions set forth in section 1-5, the court may impose restitution as part of its sentence to compensate the town for its costs in enforcing this chapter, for its costs in bringing a special event into compliance with this chapter, and for resulting damages to town property.

ARTICLE II. PERMITS

Sec. 15-37. Application and fee.

- (a) Except as provided in section 15-52 (parades and public assemblies):
 - (1) Each special event permit application shall be submitted to the parks and recreation department at least 60 days prior to the earliest date of the proposed special event.
 - (2) Each special event permit applications received less than 60 days prior to the earliest date of the proposed special event may be subject to a late fee in an amount established by the council by resolution.
 - (3) The town may refuse to accept or approve a special event permit application that is received less than 30 days prior to the earliest date of the proposed special event.
- (c) Every applicant for a special event permit shall:
 - (1) Pay a nonrefundable application fee in an amount established by the council by resolution. If, after submitting the application, it is determined that the event is not a special event, the fee shall be refunded.
 - (2) Submit a complete special event permit application that is signed by the special event organizer and in the form provided by the parks and recreation department.
- (c) The parks and recreation coordinator shall forward special event applications to special event permitting team. The special event permitting team shall review each application and recommend approval, approval with conditions, or denial to the parks and recreation director. The parks and recreation director OR DESIGNEE shall approve or deny the application no later than ~~15 days~~ 30 DAYS from the date the complete application was received by the parks and recreation department unless the applicant agrees to additional time.
- (d) If the application is not approved or denied within the applicable review period, including completion of any required inspections, the town shall be deemed to have approved the application.

(e) The parks and recreation department shall maintain an application form for any request for fee waiver by an organization conducting a special event in a town park or recreation facility and may authorize waiver of such fees and no cost support services with a maximum annual value of \$150.00 per organization if it is determined that the use will provide a substantial benefit to town residents.

If the request for fee waiver includes a request for no charge additional support services, which create a cost for the town in excess of \$10.00 for the year, the application shall be reviewed by ~~the parks, recreation and library services advisory board and forwarded to the council~~ DEPARTMENT DIRECTORS OF THE DEPARTMENTS REQUESTED TO PROVIDE THE SUPPORT SERVICES for final consideration and approval.

Sec. 15-39. Issuance of permit.

(a) Approval of a special event application shall require the special event permitting team to find all of the following:

(1) The conduct of the event will not substantially interrupt the safe and orderly movement of pedestrian or vehicular traffic contiguous to its location;

(2) The conduct of the event will not require the diversion of so great a number of town police officers to properly police the areas contiguous thereto as to prevent normal police protection of the town;

(3) The concentration of persons, vehicles, and/or animals at the location of the event will not unduly interfere with public works operations, proper fire and police protection of, or ambulance service to, areas contiguous to such location;

(4) The conduct of the event is not reasonably likely to cause injury to persons or property;

(5) Adequate sanitation and other required health facilities are or will be made available in or adjacent to the event location;

(6) There are sufficient parking places near or on the site of the event to accommodate the number of vehicles reasonably expected;

(7) The applicant has secured the police protection, if any, required under subsection 15-50; and

(8) No event(s) is scheduled elsewhere in the town where the police resources required for that event(s) are so great that the deployment of police services for the proposed event would have an immediate and adverse effect upon the welfare and safety of persons and property.

(9) The applicant must attend all application meetings and satisfy all preconditions of approval required by the special event permitting team.

(10) Applicant must pay the required fees in full.

(11) Applicant must provide a complete and accurate application that is signed by the event organizer and includes all required supporting documents.

(b) Each special event permit shall state the following information:

(1) Special event date(s);

(2) Special event location(s);

(3) Special event hours; and

(4) Such other information as the parks and recreation director shall find necessary to the enforcement of this chapter.

(c) A special event permit may be subject to reasonable conditions that are necessary to protect the safety of persons and property and the control of traffic, including but not limited to the following:

(1) Alteration of the date, time, duration, frequency, route or location of the special event;

(2) Conditions concerning accommodation of available parking, fire safety measures, amplified sound, BUS STOP IMPACTS, pedestrian or vehicular traffic, including restricting the event to only a portion of a public right-of-way;

(3) Requirements for the use of traffic cones, barricades or other traffic control devices to be provided, placed and removed by the permittee at its expense;

(4) Requirements for provision of emergency access and first aid or sanitary facilities;

(5) Requirements for arrangement of supplemental town staff, including but not limited to, parks and recreation staff, development services staff, and public safety personnel to be present at the event at the permittee's sole cost and expense;

(6) Restrictions on the number and type of vehicles, animals or structures at the special event and inspection and prior approval of structures and decorated vehicles for fire safety;

(7) Requirements for use of trash receptacles, cleanup, and restoration of property;

(8) A requirement that notice be provided to property and business owners of properties adjacent to the special event area a minimum of five days prior to the special event start date;

(9) If the special event is to be held on town property, a requirement to provide insurance in the name of the special event organizer prior to the special event with policy limits established by the town's risk manager;

(10) Compliance with any applicable law and obtaining any other legally required permits or licenses;

(11) Designation of a contact person with decision-making authority who will be continuously available to law enforcement personnel and present at the event;

(12) A requirement to provide proof of any required license and signing authority; and

(13) If the special event is to be held on town property, the execution of a use agreement with the town.

(d) A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

Sec. 15-43. Display; identification; permission of property owner; exhibition upon demand.

(a) Every person having a special event permit under the provisions of this chapter shall keep such permit openly posted and exhibited in a conspicuous part of such location.

(b) Every person having a special event under the provisions of this chapter shall produce and exhibit such permit, and, where applicable, written permission to

conduct the event at the location or personal identification, whenever requested to do so by the parks and recreation director OR DESIGNEE, any police officer, or the code compliance manager.

ARTICLE III. REQUIREMENTS

Sec. 15-50. General requirements.

- (a) Special events to be conducted on private property shall obtain written authorization from the property owner for the use of the property for the special event.
- (b) If the special event will include sale or service of alcohol ON PUBLIC PROPERTY, a special event liquor license is required.
- (c) If the special event will include the sale of goods or food, a list of vendors and items to be sold shall be provided with the application and all applicable laws and regulations regarding transaction privilege taxes and the sale of food shall be complied with.
- (d) Where a street closure is approved, written notice shall be provided to surrounding neighborhoods and businesses identified by the town at least five days prior to the street closure. A road closure permit shall be obtained from the town traffic engineer.
- (e) If the application is for the use of any town property or if any town services shall be required for the special event, the applicant shall pay, in addition to an application fee and prior to the issuance of a permit, the charges for those services in accordance with the special event fee schedule approved by the town council by resolution.
- (f) The special event permitting team shall consult with the chief of police to determine whether and to what extent additional police protection will be reasonably necessary for the special event for traffic control and public safety. This decision shall be based on the size, location, duration, time, and date of the special event; the expected sale or service of alcoholic beverages; the number of streets and intersections blocked; and the need to detour or preempt citizen travel and use of the streets and sidewalks. Off-duty town police officers shall be used for all special events requiring traffic control on public roadways due to the special event and/or taking place on town property. The chief of police may request assistance of other law enforcement agencies if staffing requirements exceed the capacity of the town police department. The applicant shall have the duty to secure the police protection deemed necessary by the chief of police OR DESIGNEE at the sole expense of the applicant.

- (g) No permit shall be granted that allows for the erection or placement of any structure, whether permanent or temporary, on a town street, sidewalk, or right-of-way unless expressly allowed in the special event permit.
- (h) If a special event is conducted without a special event permit or a special event is conducted in violation of the terms of a special event permit, the event organizer shall be responsible for all town costs incurred for a public safety response necessitated by the adverse impacts of the event upon public safety. The event organizer shall pay the amount charged within ten days of receipt of an invoice for such costs.

Sec. 15-52. Special provisions related to parades and public assemblies.

- (a) The provisions of sections 15-1 through 15-51 shall apply to parades and public assemblies except as modified by this chapter. Except as provided in this chapter, no person shall engage in or conduct any parade or public assembly without a special event permit for said parade or public assembly
- (b) A special event permit shall not be required for the following:
 - (1) Funeral processions;
 - (2) Students going to and from school classes or participating in educational activities, provided that such conduct is under the immediate direction and supervision of school authorities;
 - (3) A governmental agency acting within the scope of its functions; and
 - (4) Spontaneous events occasioned by news or affairs coming into public knowledge within two days of such public assembly, provided that the organizer thereof gives written notice to the town at least 24 hours prior to such parade or public assembly.
- (c) An application for a permit for a public assembly other than a parade shall be filed with the parks and recreation department at least ten days and not more than one year before the public assembly is proposed to commence. An application for a parade shall be filed with the parks and recreation department at least 60 days and not more than one year before the parade. The parks and recreation director may waive the minimum filing period and accept an application filed within a shorter period if, after due consideration of the date, time, place, and nature of the parade or public assembly, the anticipated number of participants, and the town services required in connection with the event, the parks and recreation director determines the waiver will not present a hazard to public safety. The parks and recreation director may waive the application fee for a demonstration, protest, picket line, or rally.

- (d) The application for a parade or public assembly permit shall be in a form as provided by the parks and recreation director.
- (e) Persons engaging in parades or public assemblies conducted for the sole purpose of public issue speech protected under the first amendment are not required to pay for any police protection provided by the town.
- (f) The parks and recreation director OR DESIGNEE shall issue a permit as provided for herein when, from a consideration of the application and from such other information as may otherwise be obtained, he finds that:
- (1) The conduct of the parade or public assembly will not substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic contiguous to its route or location;
 - (2) The conduct of the parade or public assembly will not require the diversion of so great a number of town police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection of the town;
 - (3) The concentration of persons, animals, and vehicles at staging or public assembly points of the parade or public assembly will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such staging and public assembly areas;
 - (4) The conduct of the parade or public assembly is not reasonably likely to cause injury to persons or property;
 - (5) The parade or public assembly is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays;
 - (6) Adequate sanitation and other required health facilities are or will be made available in or adjacent to any staging and public assembly areas;
 - (7) There are sufficient parking places near the site of the parade or public assembly to accommodate the number of vehicles reasonably expected;
 - (8) The applicant has secured the police protection, if any, required under subsection (f);
 - (9) Such parade or public assembly is not for the primary purpose of advertising any product, goods, or event that is primarily for private profit, and the parade itself is not primarily for profit. The prohibition against

advertising any product, goods, or event shall not apply to signs identifying organizations or sponsors furnishing or sponsoring exhibits or structures used in the parade;

(10) No parade or public assembly permit application for the same time and location is already granted or has been received and will be granted;

(11) No parade or public assembly permit application for the same time but not location is already granted or has been received and shall be granted, and the police resources required for that prior parade or public assembly are so great that in combination with the subsequent proposed application, the resulting deployment of police services would have an immediate and adverse effect upon the welfare and safety of persons and property; and

(12) No event is scheduled elsewhere in the town where the police resources required for that event are so great that the deployment of police services for the proposed parade or public assembly would have an immediate and adverse effect upon the welfare and safety of persons and property.

(g) The parks and recreation director shall act promptly upon a timely filed application for a parade or public assembly permit but in no event shall grant or deny a permit less than 48 hours prior to the event. If the parks and recreation director disapproves the application, he shall notify the applicant either by personal delivery or certified mail at least 48 hours prior to the event of his action and state the reasons for denial.

(h) The parks and recreation director, in denying an application for a parade or public assembly permit, may authorize the conduct of the parade or public assembly at a date, time, location, or route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five days after notice of the action of the parks and recreation director, file a written notice of acceptance with the parks and recreation director. An alternate parade or public assembly permit shall conform to the requirements of, and shall have the effect of, a permit issued under this section.

(i) Any applicant shall have the right to appeal the denial of a parade or public assembly permit to the town council. The denied applicant shall make the appeal within five days after receipt of the denial by filing a written notice with the parks and recreation director and a copy of the notice with the town clerk. The town council shall act upon the appeal at its next scheduled meeting following receipt of the notice of appeal. In the event that the town council rejects an applicant's appeal, the applicant may file an immediate request for review with a court of competent jurisdiction.

- (j) Immediately upon the issuance of a parade or public assembly permit, the parks and recreation director shall notify affected departments.
- (k) Each permit shall state the following information:
 - (1) Starting and approximate ending time;
 - (2) The portions of the streets that may be occupied by the parade or public assembly;
 - (3) The start and finish locations; and
 - (4) Such other information as the parks and recreation director shall find necessary to the enforcement of this section.
- (l) A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances. The parade or public assembly chairman or other person heading such activity shall carry the parade or public assembly permit upon his person during the conduct of the parade or public assembly.
- (m) The following prohibitions shall apply to all parades and public assemblies:
 - (1) It shall be unlawful for any person to stage, present, or conduct any parade or public assembly without first having obtained a permit as herein provided;
 - (2) It shall be unlawful for any person to participate in a parade or public assembly for which the person knows a permit has not been granted;
 - (3) It shall be unlawful for any person in charge of, or responsible for the conduct of, a duly licensed parade or public assembly to knowingly fail to comply with any condition of the permit;
 - (4) It shall be unlawful for any person to engage in any parade or public assembly activity that would constitute a substantial hazard to the public safety or that would materially interfere with or endanger the public peace or rights of residents to the quiet and peaceful enjoyment of their property;
 - (5) It shall be unlawful for any person participating in a parade or public assembly to utilize sound amplification equipment at decibel levels that exceed those limits imposed by sections 42-62 through 42-65 of this Code unless expressly authorized by the permit; and

(6) It shall be unlawful for any person to ride, drive, or cause to be ridden or driven any animal or any animal-drawn vehicle upon any public street, unless specifically authorized by the permit.

(n) The public shall conduct itself as follows:

(1) No person shall unreasonably hamper, obstruct, impede, or interfere with any parade or public assembly or with any person, vehicle, or animal participating or used in a parade or public assembly.

(2) No driver of a vehicle shall drive between the vehicles or persons comprising a parade or public assembly when such vehicles or persons are in motion and are conspicuously designated as a parade or public assembly.

(3) The parks and recreation director shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street constituting a part of the route of a parade or public assembly. The parks and recreation director shall post signs to that effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this section.

(o) The town manager or the parks and recreation director shall have the authority to revoke a parade or public assembly permit instantly upon violation of the conditions or standards for issuance as set forth in this section or when a public emergency arises where the police resources required for that emergency are so great that deployment of police services for the parade or public assembly would have an immediate and adverse effect upon the welfare and safety of persons or property.

Sec. 15-53. Special provisions related to town special events.

(a) The parks and recreation director may designate in writing a special event as a town special event under the following conditions:

(1) ~~The council has approved the special event as a town special event;~~
EVENT EXPESNSES ASSOCIATED WITH THE TOWN SPECIAL
EVENT WILL NOT EXCEED THE COUNCIL APPROVED ANNUAL
BUDGET.

(2) The special event meets the following criteria:

a. It is open to the public.

- b. It promotes recreational, cultural, educational or entertainment purposes.
- c. It is conducted or developed by town staff or approved town board, commission or committee.
- d. It will be covered under the town's insurance.
- e. ~~It is identified in the town budget.~~

(b) At town special events, activities may be limited to those activities consistent with the theme and purpose for the special event, including music, entertainment, food, drink, sale of town merchandise or commercial goods approved by the town in order to:

- (1) Ensure there is adequate space available for town approved activities and to promote safety of patrons, orderly movement and crowd control; and
- (2) Minimize potential litter, property damage, noise, or other deleterious impacts of non-town sponsored vendors or solicitors at the town special event.

(c) Where activities at town special events are limited pursuant to paragraph (b) above, the parks and recreation director shall prepare a written designation of the town special event as a limited public forum, which designation shall include the following:

- (1) Name of the special event;
- (2) Theme and purpose of the special event;
- (3) Date, time, and clearly defined boundaries of the special event.

(d) The parks and recreation director shall cause notice of the designation of a town special event as a limited public forum to be posted for at least 15 days prior to the special event at the Gilbert Municipal Complex, the parks and recreation office, and on the town website. A copy of the notice shall also be available at the town information booth at the special event, along with a copy of this article. The notice at a minimum shall include the information required in paragraph (c), the location of an adjacent public forum area for activities described in paragraphs (f) and (g) of this section, and the name and telephone number of a parks and recreation department employee who may be contacted for further information.

(e) Activities in a limited public forum shall be limited as set forth below.

(1) It shall be unlawful within the special event boundary for any person or group:

a. To solicit payment of money, donations or anything of value from patrons, without town approval.

b. To distribute written materials, trinkets or other items to patrons, without town approval.

c. To solicit support for any candidate or cause in an aggressive manner, as defined in section 15-1.

d. To circulate petitions among patrons for signature in support of any candidate or cause.

(2) Town booth approvals will be issued only to vendors or sponsors supplying food, drink, goods or activities consistent with the theme and purpose of a special event designated as a limited public forum.

(3) Nothing in this paragraph (e) shall be construed to prevent individuals from entering the special event designated as a limited public forum to engage in consensual conversation with patrons at the event concerning their causes.

(f) The director shall establish a "public forum" near the boundary of any town special event designated as a limited public forum.

(1) Any person or group (including a political, religious, charitable or educational group) may on a first-come, first-served and space-available basis set up a booth within a ten by ten foot area within the public forum area. Booths must be staffed at all times. The person or group is responsible for providing its own equipment, such as tables and chairs. Booths and related equipment must be removed within two hours after the close of the town special event.

(2) Special events held on town property that are not town special events may also be designated as a limited public forum and a public forum area shall be established, following the procedures for town special events.

(g) Any person or group may engage in political, religious, charitable, or educational activities within the public forum area established under paragraph (f), and in conjunction therewith it shall be lawful:

- (1) To solicit payment of money, donations or anything of value from patrons.
 - (2) To distribute written materials, trinkets or other items to patrons.
 - (3) To circulate petitions among patrons for signature in support of any candidate or cause.
- (h) Within a public forum area, it shall be unlawful:
- (1) To engage in disorderly conduct and/or to disturb the peace.
 - (2) To offer food, drink, goods or activities similar to those provided in the town special event except water may be offered.
- (i) Any person found to be in violation of this article is responsible for a civil violation and may be punished by imposition of a civil sanction not to exceed \$500.00. A person who is found responsible for committing three or more civil violations within an 18-month period is guilty of a class one misdemeanor, as specified in section 1-5 of this Code. Each day that a violation continues shall be a separate violation.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Common Council of the Town of Gilbert, Arizona, this _____ day of _____, 20__, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 20__.

Brigette Peterson, Mayor

ATTEST:

Chaveli Herrera, Town Clerk

APPROVED AS TO FORM:

Christopher W. Payne, Town Attorney

I, CHAVELI HERRERA, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF GILBERT ON THE ____ DAY OF _____, 20__, WAS POSTED IN FOUR PLACES ON THE ____ DAY OF _____, 20__.

Chaveli Herrera, Town Clerk

The following exhibits are attached hereto and incorporated herein:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Ordinance No. _____
Page ___ of _____



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Rick Hooker, Senior Project Manager, 480-503-6933

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: RD2190 – Property acquisition of Right-of-way and required easements for parcel # 302-14-003L

STRATEGIC INITIATIVE: Exceptional Built Environment

This project supports Gilbert’s strategic initiative for Exceptional Built Environment as it improves the roadway system to meet the needs of Gilbert’s citizens

RECOMMENDED MOTION

A motion to approve the resolution authorizing acquisition of Right-of-way and required easements for parcel # 302-14-003L for CIP Project RD2190 – Vaughn Ventilator and authorize the Mayor to execute the required documents

BACKGROUND/DISCUSSION

The 2018 Heritage District Redevelopment Plan introduced a fundamental concept that illustrates the essential public amenities and infrastructure improvements that are necessary to stimulate market demand in the District while positively responding to the Redevelopment Plan goals and objectives. Several key projects were identified that will improve the livability of the District for Gilbert residents while attracting new visitors and customers.

CIP Project RD2190 – Vaughn Ventilator was identified as essential public improvements in the District to 1) create new ingress and egress for improved circulation and access for pedestrian-oriented mixed-use development and 2) develop comprehensive stormwater control management for the protection of public health. This acquisition would support the development of the Vaughn Avenue Ventilator as an alternate access point for the Heritage District while creating an ideal environment for future

development in the core of the District. The transformation of this inactive roadway will set the stage for pedestrian-oriented mixed-use development that supports family-friendly local shopping.

This resolution will allow staff to proceed with Right-of way, easement acquisition and public outreach for Parcel # 302-14-003L. Discussions indicate that this acquisition is agreeable to the property owner.

The Contract was reviewed by Jim Campion, Purchasing Administrator.

This Resolution was reviewed for form by John Baird, Deputy Town Attorney.

FINANCIAL IMPACT

Project RD2190 was identified in the FY23 – FY32 Capital Improvement Plan and is funded using Transportation Bonds.

The resolution authorizes the purchase at the fair market value of the parcel to be acquired.

The financial impact was reviewed by Chris Scott, Senior Management and Budget Analyst

STAFF RECOMMENDATION

Staff has reviewed the required acquisition and recommends approval of this Resolution.

Respectfully submitted,

Rick Hooker
Senior Project Manager

Approved By

Approval Date

Susanna Struble
Susanna Struble
Jessica Marlow
John Baird

4/10/2023 7:54:51 AM
4/10/2023 7:54:55 AM
4/10/2023 9:11:43 AM
4/13/2023 4:58:27 PM

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE TOWN FOR RIGHT-OF-WAY AND EASEMENT PURPOSES FOR CIP PROJECT NO. **RD2190 VAUGN VENTILATOR**, AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEY TO ACQUIRE TITLE TO SUCH REAL PROPERTY ON BEHALF OF THE TOWN BY DONATION, EMINENT DOMAIN OR PURCHASE FOR AN AMOUNT NOT TO EXCEED FAIR MARKET VALUE OF THE PROPERTY, PLUS ACQUISITION AND CLOSING COSTS.

WHEREAS, the continued growth and development of the Town of Gilbert requires the acquisition of certain real property for Capital Improvements Project No. **RD2190** described in the Capital Improvements Plan approved by the Town Council (“Project”), which real property is generally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the Common Council of the Town of Gilbert finds that acquisition of the property described is necessary for public right-of-way and easement purposes for the Project, and it is in the public interest to acquire such property; and

WHEREAS, the Common Council of the Town of Gilbert has considered alternatives available to it, has balanced the public good and the private injury resulting from the acquisition of the property, and has determined that locating the public improvements on the property results in the greatest public good and the least private injury.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA:

That the Mayor, Town Manager and Town Attorney are hereby authorized and directed to acquire title to and possession of the real property generally described in Exhibit A, plus any additional real property required for completion of the Project as determined by the final engineering plans, by donation, eminent domain or purchase for an amount not to exceed fair market value, plus acquisition and closing costs; and

BE IT FURTHER RESOLVED, that the Mayor, Town Manager and Town Attorney are authorized to perform all acts necessary to acquire said property for the purposes described in this resolution on behalf of the Town.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF
GILBERT, ARIZONA THIS ____ DAY OF _____, 20__.

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Christopher W. Payne
Town Attorney

EXHIBIT "A"

LEGAL DESCRIPTION
RIGHT-OF-WAY
APN 302-14-003L

A portion of that certain parcel as described in Docket 2015-0184440 records of Maricopa County, Arizona, located in the Northeast quarter of Section 12, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, more particularly described as follows;

Commencing at the North quarter corner of said Section 12, a brass cap in hand hole at the intersection of Guadalupe Road and Neely Street, thence South 00 degrees 42 minutes 00 seconds East, along the North-South Mid-Section line, a distance of 2214.69 feet to a point on the Northerly right of way line of the Southern Pacific railroad;

Thence South 53 degrees 35 minutes 12 seconds East, along said Northerly right of way line, a distance of 658.84 feet to a point on the North right of way line of the Western Canal as shown in book 185, page 48 records of Maricopa County;

Thence North 89 degrees 46 minutes 53 seconds East, along said North right of way line, a distance of 24.47 feet to the Southwest corner of said parcel as described in Docket 2015-0184440 records of Maricopa County and the **POINT OF BEGINNING**;

Thence North 00 degrees 42 minutes 01 seconds West, along the West line of said parcel, a distance of 48.41 feet;

Thence departing said West line, South 58 degrees 25 minutes 44 seconds East, a distance of 91.89 feet to a point on the South line of said parcel and North right of way line of said Western canal;

Thence South 89 degrees 46 minutes 53 seconds West along said North right of way line, a distance of 77.70 feet to the **POINT OF BEGINNING**;

Containing 1,880.52 square feet as shown on the attached exhibit which by this reference is made a part hereof.

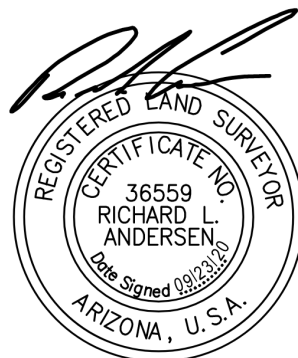
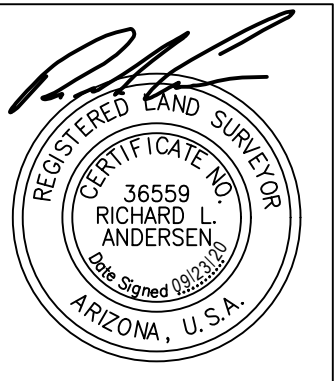
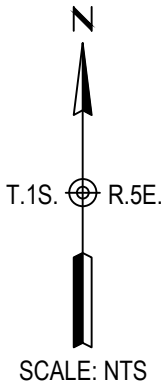
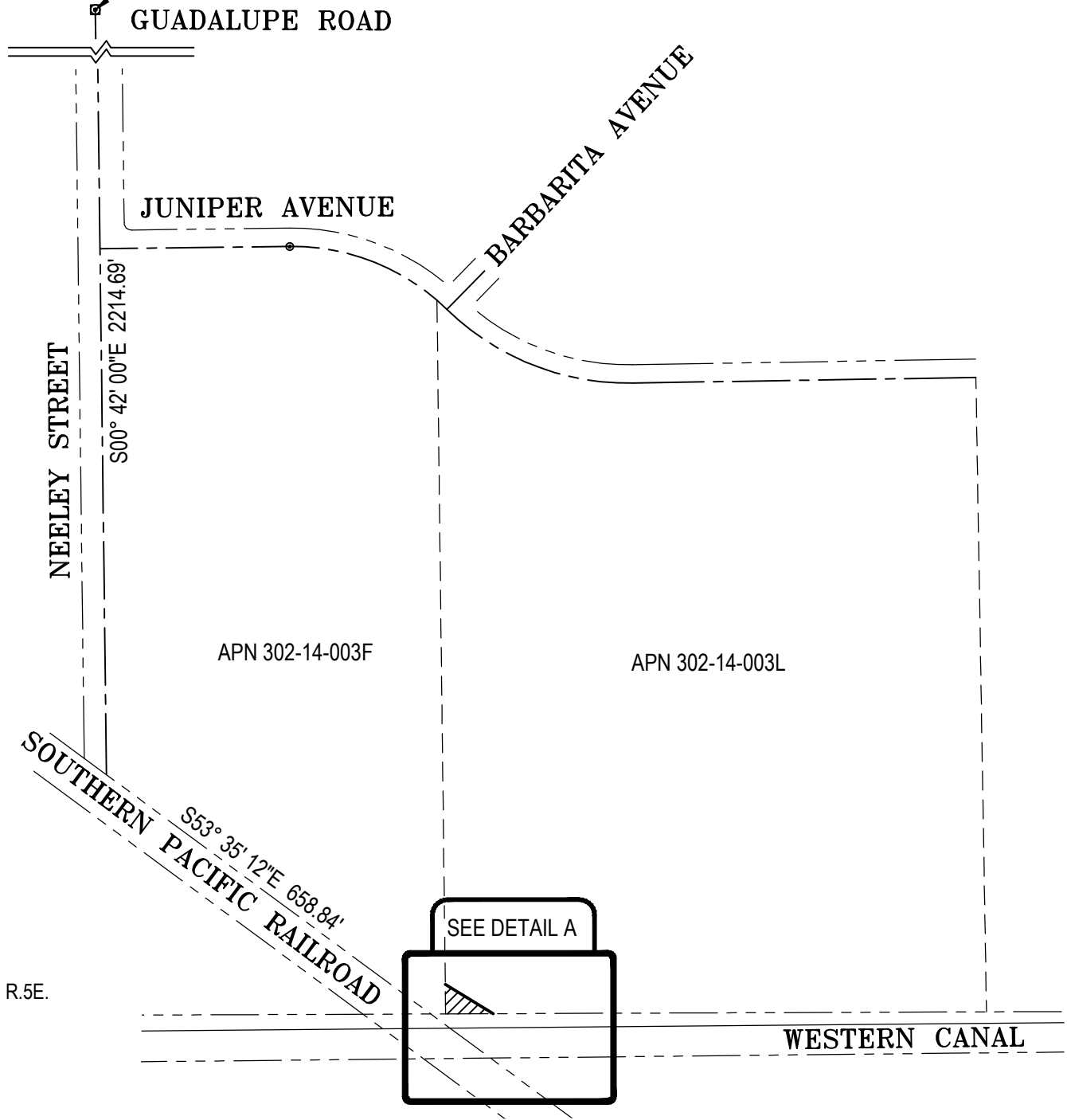


EXHIBIT A - APN 302-14-003L

NORTH QUARTER CORNER OF SECTION 12 T.1S., R.5E.
FOUND BRASS CAP IN HANDHOLE



LEGEND

	EXISTING MONUMENT LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY LINE
	NEW R/W LINE
	NEW R/W

TRACE
CONSULTING

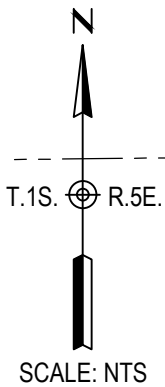
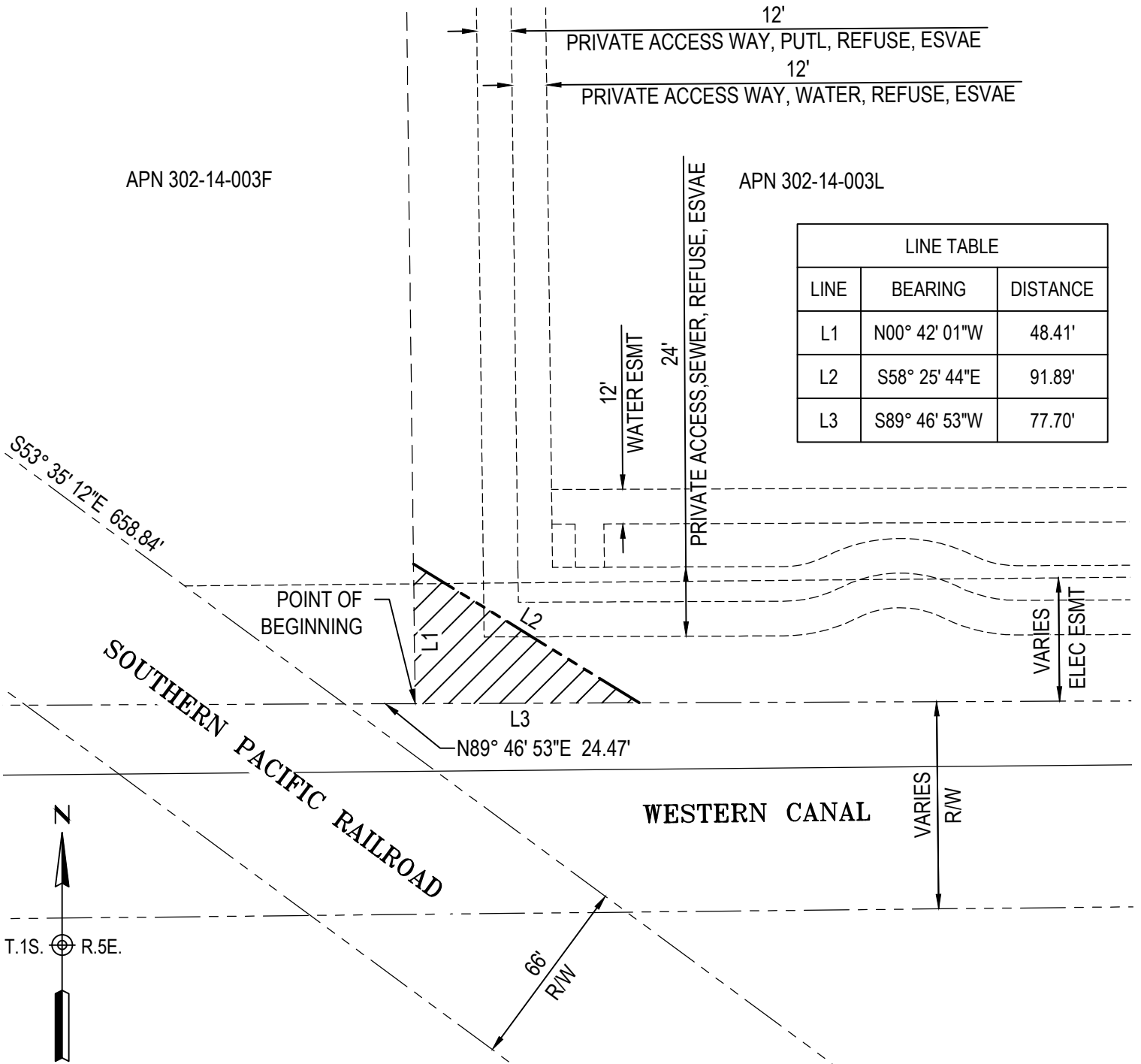
TC# 191201, DATE: 09/23/2020

DETAIL A - APN 302-14-003L

APN 302-14-003F

APN 302-14-003L

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00° 42' 01"W	48.41'
L2	S58° 25' 44"E	91.89'
L3	S89° 46' 53"W	77.70'



LEGEND	
	EXISTING MONUMENT LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY LINE
	NEW R/W LINE
	NEW R/W

TC# 180701, DATE: 08/03/2020

Parcel Map Check Report

APN 302-14-003L - Right-of-Way

North: 857,658.44'

East: 736,775.86'

Segment# 1: Line

Course: N00° 42' 01"W

Length: 48.41'

North: 857,706.84'

East: 736,775.27'

Segment# 2: Line

Course: S58° 25' 44"E

Length: 91.89'

North: 857,658.73'

East: 736,853.56'

Segment# 3: Line

Course: S89° 46' 53"W

Length: 77.70'

North: 857,658.44'

East: 736,775.86'

Perimeter: 217.99'

Area: 1,880.52Sq.Ft.

Error Closure: 0.00

Course: N78° 47' 12"W

Error North : 0.000

East: -0.002

Precision 1: 218,000,000.00





Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Anthony St. George, Accounting Manager, 503-6458

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: Budgets for the 2023-2024 Street Light Improvement Districts (SLIDs)

STRATEGIC INITIATIVE: Strong Economy

RECOMMENDED MOTION

A motion to adopt the FY 2023-2024 budgets for the Street Light Improvement Districts (SLIDs) and to establish June 6, 2023, as the date of the final public hearing and adopting the tax levy for all the Districts.

BACKGROUND/DISCUSSION

Street Light Improvement Districts (SLIDs) are established to recover the electricity costs of street lights installed within subdivisions and business parks throughout the community. SLIDs are part of the established policy of assuring that growth pays its own way as development occurs in the community.

The Maricopa County Assessor requests adoption of the tax levies for these special districts on or before July 1 of each year to allow them the time to place the levies on the tax roll.

Staff has prepared the attached budget estimates and levy requests for each of the Districts presently authorized by the Council. The total estimated budget for 2023-2024 will be \$2,016,400 in estimated charges to existing Districts. Revenue of \$2,002,600 in levies is proposed for the Districts.

The levy amount on each property is set by the County, based upon the relative value each parcel represents of the whole District, unlike Parkway Improvement District levies where each lot pays the same amount. The ad valorem approach is required for SLIDs by State Statute.

The Town Council is requested to review the 2023-2024 projected expenditure and levy request columns, and after the public hearing, adopt the budget and establish the Council meeting of June 6, 2023, as the date of setting tax levies. The timing allows for additional public review and comment on the proposed budgets and levies.

FINANCIAL IMPACT

If Gilbert were unable to use SLIDs to recover these costs, additional operating taxes or fees would be required across the community to pay for all street lighting, or other existing services eliminated to pay for the electricity costs of street lighting.

The financial impact was reviewed by Christopher Scott, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends approval of the budget amounts and setting the date of levy to allow for Maricopa County to input and include the levies in the 2023-2024 total tax bill.

Respectfully submitted,

Anthony St. George
Accounting Manager

Approved By

Approval Date

Hakon Johanson

4/6/2023 5:01:19 PM

Chris Payne

4/10/2023 10:59:45 AM

Christopher Scott

4/20/2023 10:21:47 AM

TOWN OF GILBERT
Street Light Improvement Districts
Schedule of Estimated Assessments
Fiscal Year 2023-2024

Co. Dist. Number	Town ID Number	Internal Project Number	Name	2023-2024 Projected Expenditures	2023-2024 Levy Request
13002	85-01	sl0010	Lowe Estates	4,800	4,800
13007	85-02	sl0020	Islands Patio Homes	3,400	3,400
13008	85-03	sl0030	Tres Vistas	500	500
13108	85-04	sl0040	Shores (Units 2,3,4)	700	700
13009	85-05	sl0050	Bayview	2,300	2,300
13006	85-06	sl0060	Summerfield Place	1,100	1,100
13011	85-07	sl0070	Costain @ The Islands	1,500	1,500
13275	85-08	sl0080	La Vida Serena	100	100
13030	85-09	sl0090	Harbor Point	1,400	1,400
13033	85-10	sl0100	KC Ranches	800	900
13038	85-13	sl0110	Palasaides I	1,800	1,800
13300	85-14	sl0120	Fiesta Ranch	2,100	1,800
13035	85-15	sl0130	Circle G Ranches VI	2,000	2,000
13036	85-17	sl0140	Circle G Meadows II	4,200	4,200
13034	85-20	sl0150	Val Vista Park	5,200	5,100
13301	85-21	sl0160	The Harbour	1,300	1,100
13152	85-22	sl0170	Discovery Park	3,700	3,700
13092	85-23	sl0180	Tanglewood Cove	2,600	2,500
13227	85-24	sl0190	Windhaven	1,200	1,200
13039	86-01	sl0200	Circle G Meadows 3	2,400	2,400
13207	86-02	sl0210	Sierra Springs	1,300	1,200
13208	86-03	sl0220	Lake Mirage	500	500
13209	86-04	sl0230	Merit Homes/Islands	1,200	1,200
13211	86-05	sl0240	Circle G Ranches 7	1,500	1,300
13213	86-06	sl0250	Charter Point	1,000	1,000
13214	86-07	sl0260	Shores I	200	200
13215	86-08	sl0270	Stonecreek I	2,200	1,800
13216	86-09	sl0280	Stonecreek 2	2,800	2,200
13304	86-10	sl0290	Morning Ridge	1,400	1,600
13302	86-11	sl0300	Township	3,300	3,300
13279	86-26	sl0310	Spinnaker Bay	1,300	900
13091	87-01	sl0320	Spring Meadows	3,000	2,900
13004	87-02	sl0330	E Valley Commrc Ctr	3,000	3,000
13317	87-03	sl0340	Harbor Cove 31	1,100	1,100
13327	87-04	sl0350	Templeton Place	2,400	2,400
13366	87-05	sl0360	Fiesta Tech II	1,400	1,500
13225	87-06	sl0370	Windhaven II	1,600	1,600
13094	87-08	sl0380	Seaport Village	500	500
13118	87-09	sl0390	Madera Park	9,800	10,200
13138	87-10	sl0400	Key Harbor	1,400	1,400
13139	87-11	sl0410	Tanglewood Cove II	1,900	1,500
13140	87-12	sl0420	Stonebridge I & II	4,100	4,200
13149	87-13	sl0430	Stonebrdge Lakes Estates	1,200	1,200

TOWN OF GILBERT
Street Light Improvement Districts
Schedule of Estimated Assessments
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Co. Dist. Number	Town ID Number	Internal Project Number	Name	2023-2024 Projected Expenditures	2023-2024 Levy Request
13186	87-14	sl0440	Spring Meadows Commons	2,000	2,100
13180	87-15	sl0450	Park Village III	1,500	1,400
13182	87-16	sl0460	Park Village II	600	600
13170	87-17	sl0470	Palisades II	1,500	1,500
13183	87-18	sl0480	Circ G Meads II, 2	200	100
13920	87-19	sl0490	Hidden Cove	1,600	1,600
13202	87-20	sl0500	Tradewinds @ Islands	1,700	1,600
13187	87-21	sl0510	Sunrise Bus Park	1,400	1,100
13218	87-22	sl0520	Bayview II	3,000	3,100
13230	87-24	sl0530	Anchor Point	1,800	1,800
13235	87-25	sl0540	Windrift	17,500	17,500
13241	87-27	sl0550	Landing	900	600
13259	88-01	sl0560	Circle G Ranch III	1,200	1,300
13260	88-02	sl0570	Village Unit V	300	300
13276	88-03	sl0580	Esquire Village	1,500	1,500
13258	88-04	sl0590	Islands, Parcel 30B	200	200
13289	88-05	sl0600	Candlewood	2,400	2,500
13297	88-06	sl0610	Windhaven III	4,300	4,300
13379	88-07	sl0620	Park Village III-B	2,100	2,000
13313	88-08	sl0630	Mission Bay @ VVL	1,700	1,700
23003	89-01	sl0640	Stonecreek III	1,500	1,200
23007	90-01	sl0660	Landing II	800	500
23004	90-02	sl0670	Whisper Glen	2,300	2,300
23008	90-03	sl0680	Whisper Grove	2,000	2,000
23009	90-04	sl0690	Crystal Shores	1,400	1,100
23015	90-05	sl0650	Stonebridge Lakes III	300	300
23017	91-01	sl0700	Park Village IV	2,400	1,700
23016	91-02	sl0710	Newport @ Islands	6,500	6,400
23022	91-03	sl0720	Catalina Bay @ Islands	1,300	1,300
23023	91-04	sl0730	Stonecreek IV	800	800
23025	91-05	sl0740	Cantamar II	1,000	1,000
23024	91-06	sl0750	Lago Estancia Parcel IV	500	500
23021	91-07	sl0810	Lago Estancia, Parcel 3	1,000	1,000
23020	92-01	sl0760	Martinique	1,300	1,300
23026	92-02	sl0770	Cantamar Three	1,000	1,100
23033	92-03	sl0780	Park Village VI	1,800	1,700
23043	92-05	sl0800	Lago Estancia Parcel VII	600	600
23048	92-06	sl0820	Spring Creek	700	600
13328	92-07	sl0830	Catalina Bay @ Islands II	700	700
13365	92-08	sl0840	Settlers Point	2,900	2,900
13345	92-09	sl0850	Catalina Bay @ Islands III	1,000	1,000
13368	93-01	sl0860	Lago Estancia Parcl 8 & 9	1,700	1,800
13369	93-02	sl0870	Martinique II	1,200	1,200

TOWN OF GILBERT
Street Light Improvement Districts
Schedule of Estimated Assessments
Fiscal Year 2023-2024

Co. Dist. Number	Town ID Number	Internal Project Number	Name	2023-2024 Projected Expenditures	2023-2024 Levy Request
13384	93-03	sl0880	Lago Estancia 11, 12 & 13	2,600	2,600
13491	93-04	sl0890	Ridgewood	2,400	2,500
13511	93-05	sl0900	Ridgewood Industrial Park	300	400
13385	93-06	sl0910	Lago Estancia Parcel X	700	800
13388	93-07	sl0920	Carriage Parc Estates	1,200	1,200
13389	93-08	sl0930	Circle G Superstition	3,400	3,400
13513	93-10	sl0940	Runaway Bay	1,300	1,300
13514	93-11	sl0950	Catalina Bay Unit IV	900	900
13515	93-12	sl0960	Estates @ North Shore	2,000	1,900
13516	93-13	sl0970	Martinique III	800	800
13517	93-14	sl0980	Dave Brown Unit V	3,300	3,300
13518	93-15	sl0990	Madera Parc Estates	2,600	2,600
13534	93-16	sl1000	Superstition Springs 26	1,500	1,500
13536	93-18	sl1020	Sonoma Ranch	15,700	15,600
13542	93-20	sl1030	Superstition Meadows	2,500	2,400
13540	94-01	sl1040	Fulton Homes @ Manor	3,200	3,300
13541	94-02	sl1050	El Dorado Lakes, Tract E	2,000	2,000
13557	94-03	sl1060	Cooper Ranch	7,600	7,500
13544	94-04	sl1070	Carriage Parc Estates II	1,400	1,500
13545	94-05	sl1080	El Dorado Lakes, Tract H	400	400
13546	94-06	sl1090	El Dorado Lakes, Tract D	1,800	1,800
13547	94-07	sl1100	El Dorado Lakes, Tract C	1,500	1,500
13548	94-08	sl1110	El Dorado Lakes, Tract J	2,000	2,000
13549	94-09	sl1120	El Dorado Lakes, Tract G	600	500
13583	94-10	sl1130	Juniper Place	200	200
13578	94-11	sl1140	El Dorado Lakes, Tract I	900	900
13579	94-12	sl1150	El Dorado Lakes, Tract K	1,400	1,400
13580	94-13	sl1160	Desert Shores @ Islands	800	800
13564	94-14	sl1170	Carriage Parc Estates 3	1,300	1,400
13565	94-15	sl1180	Caymen Square II	2,100	2,000
13566	94-16	sl1190	Settler's Meadow	9,800	9,800
13562	94-17	sl1200	Caymen Square I	4,500	4,500
13561	94-18	sl1210	Western Skies Unit 2	1,900	1,900
13563	94-19	sl1220	Western Skies I	2,900	2,900
13573	94-20	sl1230	Val Vista	8,000	7,700
13572	94-21	sl1240	Silverhawke	7,400	5,500
13571	94-22	sl1250	Cobblecreek II	2,400	2,300
13570	94-23	sl1260	Vista Estancia	2,900	2,900
13584	94-24	sl1270	Rancho Cimмерon	6,800	6,900
13586	94-26	sl1280	Villages @ North Shore	2,000	1,900
13587	94-28	sl1290	Cottonwood Crossings Phase I	5,900	6,000
13588	94-29	sl1300	Cottonwood Crossing II	8,000	8,100
13597	94-30	sl1310	Rancho Verde Unit I	3,400	3,400

TOWN OF GILBERT
Street Light Improvement Districts
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Fiscal Year 2023-2024

Co. Dist. Number	Town ID Number	Internal Project Number	Name	2023-2024 Projected Expenditures	2023-2024 Levy Request
13598	94-31	sl1320	Rancho Del Verde Unit II	6,700	6,700
13807	94-32	sl1330	Rancho Del Verde Unit IV	3,800	3,800
13800	94-33	sl1340	El Dorado Lakes Tract F	1,900	1,900
13805	94-34	sl1350	El Dorado Lakes, Tract A	1,000	1,000
13806	94-35	sl1360	El Dorado Lakes Tract B	900	900
13798	94-36	sl1370	Patterson Point at Val Vista Lakes	1,700	1,600
13803	94-37	sl1380	Estates at North Shore Unit II	3,900	3,900
13804	94-38	sl1390	Neeley Ranch Estates	1,400	1,500
13799	95-01	sl1400	The Manor at Finley Farms Unit I	2,400	2,300
13811	95-02	sl1410	The Manor at Finley Farms Unit II	2,200	2,100
13814	95-03	sl1420	Parkside Finley Farms Unit I	1,900	2,000
13815	95-04	sl1430	Parkside Finley Farms Unit II	4,100	4,100
13818	95-05	sl1440	Equestrian Estates at Finley Farms	900	800
13819	95-06	sl1450	The Estates at Finley Farms	2,700	2,700
13822	95-07	sl1460	Lindsay Ranch Unit I	3,300	3,400
13824	95-08	sl1470	Lindsay Ranch Unit II	2,800	2,800
13826	95-09	sl1480	Lindsay Ranch Unit III	2,700	2,800
13828	95-10	sl1490	Lindsay Ranch Unit IV	5,100	5,100
13832	95-11	sl1500	Dave Brown Country Estates I	4,900	4,900
13833	95-12	sl1510	Dave Brown Country Estates II	2,300	2,400
13834	95-13	sl1520	Settler's Point South	3,300	3,200
13845	95-14	sl1530	Settler's Point Parcel B	3,900	3,900
13846	95-15	sl1540	Carol Rae Ranch	19,000	19,000
13852	95-16	sl1550	Highland Ranch	2,600	2,600
13856	95-17	sl1560	Settler's Point South Phase II	3,600	3,600
13857	95-18	sl1570	Rancho Del Verde Unit III	2,400	2,400
13858	95-19	sl1580	Silverstone	4,900	4,900
13860	95-20	sl1590	Highland Corner	2,000	2,000
13867	95-21	sl1600	Stonehenge	5,300	5,200
13887	95-22	sl1610	Carriage Lane 10	8,000	8,100
13883	95-23	sl1620	Val Vista Park Place	1,000	1,000
13914	95-24	sl1630	Sonesta Estates Unit I	3,100	3,100
13915	95-25	sl1640	Sonesta Estates Unit II	1,700	1,700
13918	95-26	sl1650	Broadland Ranches Greenfield	1,900	2,000
13892	95-28	sl1660	Country Lane	2,900	2,900
13898	95-29	sl1670	Finley Farms South Parcel 9	1,300	1,400
13899	95-30	sl1680	Finley Farms South Parcel 11	3,500	3,500
13900	95-31	sl1690	Finley Farms South Parcel 12	1,900	1,900
13902	95-32	sl1700	Finley Farms South Parcel 13	2,300	2,300
13903	95-33	sl1710	Finley Farms South Parcel 14	3,500	3,500
13904	95-34	sl1720	Finley Farms South Parcel 15	3,200	3,200
13906	95-35	sl1730	Finley Farms South Parcel 16	1,800	1,800
13907	95-36	sl1740	Finley Farms South Parcel 17	2,600	2,600

TOWN OF GILBERT
Street Light Improvement Districts
Schedule of Estimated Assessments
Fiscal Year 2023-2024

Co. Dist. Number	Town ID Number	Internal Project Number	Name	2023-2024 Projected Expenditures	2023-2024 Levy Request
13910	95-37	sl1750	Finley Farms South Parcel 18	2,000	2,000
13905	95-38	sl1760	Circle G at the Highlands	6,800	6,900
13963	95-39	sl1770	El Dorado at the Highlands	8,500	8,600
13946	95-40	sl1780	Holliday Farms Unit I	3,700	3,700
13947	95-41	sl1790	Towne Park at North Shore	2,100	2,000
13975	95-42	sl1800	Westbank	4,000	4,000
13976	96-01	sl1810	Bar J Ranches	1,500	1,600
23071	96-02	sl1820	Farmhouse Meadows	4,100	4,200
23069	96-03	sl1830	Silverhawk II	5,100	5,100
23072	96-04	sl1840	Lindsay Meadows	4,600	4,600
23073	96-05	sl1850	Mira Vista Place	2,600	2,600
23074	96-06	sl1860	Dave Brown Estates III	2,800	2,700
23075	96-07	sl1870	Dave Brown Country Estates IV	400	400
23083	96-08	sl1880	Greenfield Lakes Parcel 5, Unit 1	2,900	2,900
23084	96-09	sl1890	Greenfield Lakes Parcel 2, Unit 1	1,900	2,000
23085	96-10	sl1900	Holliday Farms Unit IIB	700	700
23087	96-11	sl1910	Arrowpoint I	3,900	3,800
23092	96-12	sl1920	Neely Farms Unit I	1,300	1,300
23127	96-13	sl1930	Neely Farms Unit II	1,300	1,300
23128	96-14	sl1940	Neely Farms Unit III	4,700	4,700
23133	96-15	sl1950	Neely Farms Unit IV	3,300	3,400
23103	96-16	sl1960	SpringTree	7,100	7,100
23091	96-17	sl1970	Arrowpoint II	3,000	3,100
23122	96-19	sl1990	Greenfield Lakes Parcel 2, Unit 2	1,300	1,400
23100	96-21	sl2000	Greenfield Lakes Parcel 3, Unit 2	500	500
23105	96-22	sl2010	Greenfield Lakes Parcel 5, Unit 2	1,600	1,600
23117	96-23	sl2020	Superstition Highlands	5,200	5,200
23181	96-24	sl2030	Greenfield Lakes Parcel 4, Unit 3	1,400	1,400
23106	96-25	sl2040	Greenfield Lakes Parcel 4, Unit 1	900	800
23107	96-26	sl2050	Greenfield Lakes Parcel 4, Unit 2	1,300	1,300
23182	96-27	sl2060	Greenfield Lakes Parcel 3, Unit 1	3,700	3,600
23129	96-28	sl2070	Highland Ranch Phase II	1,500	1,500
23108	96-29	sl2080	Summer Meadows I	2,200	2,300
23109	96-30	sl2090	Summer Meadows III	6,800	6,800
23113	96-31	sl2100	Summer Meadows IV	2,800	2,800
23118	96-32	sl2110	Greenfield Lakes Parcel 1 (Sonoran V)	8,100	8,200
23180	97-01	sl2120	Greenfield Lakes Parcel 1	3,300	3,300
23120	97-02	sl2130	Durango II	4,400	4,300
23223	97-03	sl2140	Millett Ranch	7,200	7,200
23121	97-04	sl2150	Greenfield Lakes Parcel 3, Unit 3	1,400	1,400
23130	97-05	sl2160	Western Skies Estates Unit 5	4,200	4,200
23131	97-06	sl2170	Western Skies Estates Unit 6	3,700	3,700
23126	97-08	sl2180	Holiday Farms Unit 2A	600	500

TOWN OF GILBERT
Street Light Improvement Districts
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Co. Dist. Number	Town ID Number	Internal Project Number	Name	2023-2024 Projected Expenditures	2023-2024 Levy Request
23141	97-10	sl2200	Holiday Farms Unit 3B	400	400
23140	97-11	sl2210	Rancho Corona	11,600	11,700
23222	97-12	sl2220	Lamoreaux Farms	8,500	8,500
23142	97-13	sl2230	Western Skies Estates Unit IV	2,900	2,900
23154	97-14	sl2240	Highland Groves	5,300	5,300
23155	97-15	sl2250	Holiday Farms Unit 3A	1,200	1,200
23156	97-16	sl2260	Triple D Ranches	2,800	2,800
23161	97-17	sl2270	Baseline/Tone	7,400	7,500
23162	97-18	sl2280	Mirador Estates, Phase I	5,300	5,300
23166	97-19	sl2290	Neely Ranch	6,300	6,900
23164	97-20	sl2300	Circle G at the Highlands West	3,700	3,700
23165	97-21	sl2310	Highlands Ranch III	2,000	1,900
23260	98-01	sl2320	San Tan Ranch	52,500	52,600
23169	98-03	sl2330	Farmhouse Meadows II	1,000	1,000
23168	98-04	sl2340	Val Vista Meadows	6,800	6,800
23171	98-05	sl2350	Raven Ranch	8,200	8,300
23190	98-06	sl2360	Ashland Ranch	34,100	34,100
23179	98-07	sl2370	Gilbert Ranch Unit 1	5,700	5,700
23177	98-08	sl2380	Gilbert Ranch Unit II	11,000	11,100
23178	98-09	sl2390	Gilbert Ranch Unit III	3,800	3,800
23273	98-11	sl2400	Lindsay Estates	6,500	6,500
23173	98-12	sl2410	Holliday Farms, Unit 4	1,000	900
23269	98-13	sl2420	Gateway Ranch	12,800	12,900
23270	98-15	sl2440	Neely Commons	16,300	16,500
23185	98-16	sl2450	The Crossroads	9,600	9,800
23186	98-17	sl2460	Crossings @ Crossroads Unit 1	10,800	10,900
23217	98-18	sl2470	Higley Groves	17,600	17,600
23216	99-01	sl2480	Settler's Crossing	3,200	3,200
23221	99-02	sl2490	Coronado Ranch	38,900	39,100
23220	99-03	sl2500	Kristin Manor	3,600	3,700
23265	99-04	sl2510	Greenfield Park	2,500	2,500
23274	99-05	sl2520	Lines Family Estates	800	800
23275	99-06	sl2530	Serrano	6,500	6,600
23286	99-07	sl2540	Higley Groves West	11,100	11,100
23290	99-08	sl2550	Chaparral Estates (Parcels 1-4)	13,500	13,500
23294	00-01	sl2560	Gilbert Estates	2,800	2,800
23295	00-02	sl2570	Ashley Heights	19,000	18,900
23296	00-03	sl2580	Power Ranch	128,200	128,200
23302	00-04	sl2590	Allen Ranch	15,000	14,900
23303	00-05	sl2600	Gilbert Commons	10,500	10,700
23306	00-06	sl2610	Windmill Ranch	6,100	6,000
23307	00-07	sl2620	Tone Ranch	5,200	5,200
23308	00-08	sl2630	Fincher Farms	6,500	6,500

TOWN OF GILBERT
Street Light Improvement Districts
Schedule of Estimated Assessments
Fiscal Year 2023-2024

Co. Dist. Number	Town ID Number	Internal Project Number	Name	2023-2024 Projected Expenditures	2023-2024 Levy Request
23309	00-09	sl2640	Artemina	3,000	3,000
23310	00-10	sl2650	Artemina II	4,300	4,300
23318	00-11	sl2660	Fiesta Ranch Commerce Center	2,900	2,900
23320	00-12	sl2670	Highland Ranch IV	900	900
23321	00-13	sl2680	172nd St. & Guadalupe	8,900	8,900
23322	00-14	sl2690	Chaparral Estates West	13,400	13,500
23331	01-01	sl2700	Seville, Phase I	33,900	34,100
23332	01-02	sl2710	Rancho Collene	3,700	3,700
23341	01-03	sl2730	Pecos Park II	4,400	5,400
23346	01-04	sl2720	Pecos Park	3,200	2,400
23350	01-05	sl2740	The Gardens Parcels 1-4	3,300	3,400
23354	02-01	sl2750	Vintage Ranch	12,900	12,900
23361	02-02	sl2760	Bella Vista	11,100	11,200
23381	02-03	sl2770	Highland 5	3,200	3,200
23382	02-04	sl2780	Seville, Phase 2	7,300	7,300
23404	02-05	sl2790	Chandler Ginning	6,200	6,200
23410	02-06	sl2800	Gateway Village	14,700	14,800
23420	03-01	sl2810	The Gardens Parcels 6 & 7	4,100	4,100
23421	03-02	sl2820	Agritopia	5,400	5,400
23422	03-03	sl2830	Elliot Commerce Park	4,100	4,100
23437	03-04	sl2840	The Spectrum at Val Vista	26,200	26,200
23436	03-05	sl2850	Circle G @ Silver Creek	2,300	2,300
23441	03-06	sl2860	Country Shadows	9,600	9,500
23443	03-07	sl2870	Vista Dorada	9,200	9,000
23446	03-08	sl2880	Higley Estates @ Morrison Ranch	13,500	13,700
23447	03-09	sl2890	Estates @ The Spectrum	17,500	17,500
23451	03-10	sl2900	Seville, Phase 3	26,300	26,400
23454	04-01	sl2910	La Aldea	3,000	2,800
23490	04-02	sl2920	Marbella Vineyard	13,300	13,300
23547	04-03	sl2930	Vista Dorada II	3,200	3,300
23488	04-04	sl2940	Vista Del Oro North	7,400	7,300
23489	04-05	sl2950	Vista Del Oro South	2,100	2,100
23491	04-06	sl2960	Pecos Manor	6,100	6,100
23508	04-08	sl2980	Cooley Station	14,000	13,700
23515	05-01	sl2990	Bella Lago	500	500
23518	05-02	sl3000	Agritopia Phase 2B	3,600	3,600
23519	05-03	sl3010	Agritopia Phase 4	1,100	1,100
23516	05-04	sl3020	Shamrock Estates	19,500	19,500
23520	05-05	sl3030	Agritopia Phase 2A	2,800	2,800
23526	05-06	sl3040	Felty Farms	7,700	7,700
23538	05-07	sl3050	Vincenz	13,100	13,100
23543	05-08	sl3060	Fuller Commercial Center	6,400	6,300
23544	05-09	sl3070	Highland Groves @ Morrison Ranch	15,600	15,600

TOWN OF GILBERT
Street Light Improvement Districts
Schedule of Estimated Assessments
Fiscal Year 2023-2024

Co. Dist. Number	Town ID Number	Internal Project Number	Name	2023-2024 Projected Expenditures	2023-2024 Levy Request
23545	05-10	sl3080	Freeman Farms, Parcel 1	7,500	7,500
23546	05-11	sl3090	Freeman Farms, Parcel 2	8,300	8,300
23548	05-12	sl3100	Shamrock Estates, Phase 2A	7,300	7,300
23551	06-01	sl3110	Lyon's Gate Phase 1 & 2	8,900	8,900
23552	06-02	sl3120	Eagle Glenn II	3,800	3,900
23553	06-03	sl3130	Stratland Estates	18,500	18,600
23554	06-04	sl3140	Copper Ranch	8,500	8,500
23559	06-05	sl3150	Lyon's Gate Phase 3 & 4	10,800	11,000
23560	06-06	sl3160	Cameron Ranch	6,900	6,900
23569	06-07	sl3170	Higley Park	15,800	15,900
23561	06-08	sl3180	Lyon's Gate Phase 5	6,400	6,500
23562	06-09	sl3190	Lyon's Gate Phase 7	3,600	4,200
23564	06-10	sl3200	Lyon's Gate Phase 8	6,100	6,100
23570	06-11	sl3210	Evans Ranch	4,700	4,900
23576	06-12	sl3220	Cooley Station North	19,700	19,500
23577	06-13	sl3230	Seville Phase 4	14,700	14,800
23593	06-14	sl3240	The Willows	17,200	17,200
23599	06-15	sl3250	Bridges at Gilbert, Phase 1	17,300	17,400
23606	06-16	sl3260	Agritopia, Phase 3	4,100	4,100
23605	06-17	sl3270	Shamrock Estates, Phase 2B	4,200	4,200
23607	07-01	sl3280	Lyon's Gate Phase 6	6,100	6,100
23608	07-02	sl3290	Stratland Shadows	6,800	6,700
23614	07-03	sl3300	Freeman Farms Parcel 3	6,500	6,800
23615	07-04	sl3310	Freeman Farms Parcel 4	3,300	3,300
23622	07-05	sl3320	Layton Lakes, Phase 1	18,800	18,900
23623	07-07	sl3340	Seville Parcel 35	2,900	2,800
23624	07-08	sl3350	Vincenz Parcel B	2,100	2,100
23625	07-09	sl3360	Casa Rica	1,300	1,400
23626	07-10	sl3370	Lakeview Tr @ Morrison Ranch	29,300	25,300
23639	08-01	sl3380	Cascade	1,000	600
23650	08-02	sl3390	Lyons Gate Phase 10	800	500
23651	08-03	sl3400	Lyons Gate Phase 9	8,300	7,100
23675	10-03	sl3410	Mountainwood Parcels D & F	9,500	9,500
23685	11-01	sl3420	Rockwell Residential Subdiv	700	700
23691	11-02	sl3430	Villages at Val Vista Lakes	1,700	1,600
23701	11-03	sl3440	Higley Manor Phase 1 & 2	4,900	4,900
23703	12-01	sl3450	Elliot Groves at Morrison Ranch	13,100	13,100
23707	12-02	sl3460	Villages at Val Vista Phase 2	2,500	2,600
23711	12-03	sl3470	Estates at Velvendo Phase I	3,200	3,300
23712	12-04	sl3480	Adora Trails 2A, 2B, 3 & 4	9,300	9,300
23716	13-01	sl3490	164th & Cloud	2,200	1,100
23717	13-02	sl3500	Copperleaf	3,500	2,300
23718	13-03	sl3510	Gilbert Commons Enclave	1,300	1,300

TOWN OF GILBERT
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Fiscal Year 2023-2024

Co. Dist. Number	Town ID Number	Internal Project Number	Name	2023-2024 Projected Expenditures	2023-2024 Levy Request
23721	13-04	sl3520	Bridges North	8,800	8,900
23722	13-05	sl3530	Villages at Val Vista Phase 3	1,400	1,400
23723	13-06	sl3540	Marbella Vineyards Phase 2A	7,000	7,000
23724	13-12	sl3550	Layton Lakes Phase 2 - Gilbert	16,700	17,300
23725	13-13	sl3560	The Bridges East Parcel 3-4	2,700	2,700
23726	13-08	sl3570	The Bridges East Parcel 3-2	3,000	3,000
23727	13-09	sl3580	The Bridges East Parcel 3-3	2,100	2,100
23728	13-10	sl3590	The Bridges East Parcel 3-5	2,400	2,300
23729	13-11	sl3600	The Bridges East Parcel 3-6	2,800	2,800
23730	13-07	sl3610	The Bridges East Parcel 2-6	4,600	4,600
23732	13-14	sl3620	Adora Trails Parcels 5 & 6	4,000	4,000
23731	13-15	sl3630	The Bridges East Parcel 3-1	2,300	2,300
23734	13-16	sl3640	Avalon Estates	400	300
23735	13-17	sl3650	Legacy at Freeman Farms	700	600
23758	13-18	sl3660	Estates at Velvendo Phase 2	3,800	4,000
23764	14-01	sl3670	Estates at Morrison Ranch Phase 2	7,500	7,600
23765	14-02	sl3680	Marbella Vineyards Phase 2B	4,400	3,700
23766	14-04	sl3690	Adora Trails Parcel 7	4,600	4,500
23825	14-06	sl3840	Adora Trails Parcel 11B	1,500	1,500
23767	14-07	sl3700	Adora Trails Parcel 13	3,100	3,100
23796	14-09	sl3720	Warner Groves at Morrison Rch	17,500	17,800
23797	14-10	sl3730	Fincher Fields at Cooley Stat	1,600	1,200
23815	15-06	sl3790	Cooley Station Parcel 15 Phase 1	12,700	11,600
23816	15-07	sl3800	Brighton	1,100	800
23799	15-08	sl3830	Segretto	1,500	1,200
23817	15-09	sl3810	Bungalows at Cooley Station Phase 2	1,300	1,100
23818	15-10	sl3820	Cooley Station Parcel 15 Phase 2	15,500	10,500
23824	15-11	sl3850	Cooley Station Parcels 10 & 17	1,800	2,400
23828	16-01	sl3860	Adora Trails	11,600	8,600
23847	16-02	sl3870	Kensington Estates	4,300	3,400
23862	17-03	sl3900	Ray & Recker Phase 1	3,000	2,400
23865	17-04	sl3910	Recker Pointe Phase 2	3,200	4,800
23913	18-04	sl3920	Somerset Phase 1	2,300	3,400
23895	18-02	sl3960	Lakeview Tr (SW) @ Morrison Ranch	5,100	7,300
23915	19-02	sl3980	Cooley Station Parcels 9, 11, 17A & 30	9,900	6,000
23931	19-10	sl3970	Lakeview Trails SE	13,100	19,600

Total all Districts **\$ 2,016,400 \$ 2,002,600**

Plus Contingency -

Total Budget **\$ 2,016,400 \$ 2,002,600**



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Rocky Brown, Parks & Recreation Business Manager, 480-503-6330

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: Hold a public hearing on the preliminary Parkway Maintenance Improvement District (PKID) budgets for July 1, 2023 to June 30, 2024, and to set a date of tax levy hearing on June 6, 2023.

STRATEGIC INITIATIVE: Prosperous Community

This supports the Council's strategic initiative for a balanced financial plan by proactively managing government finances.

RECOMMENDED MOTION

A motion to adopt the preliminary budgets for PKID's for the period of July 1, 2023 to June 30, 2024; and to establish June 6, 2023, as the date of final public hearing and adopting of tax levy.

BACKGROUND/DISCUSSION

Gilbert has eleven subdivisions that use a Parkway Maintenance Improvement District (PKID) for maintenance of their drainage, retention and off-site improvements. The cost of each PKID is recovered through special assessments levied on a per lot basis each year after the Council reviews and adopts the annual budgets.

Gilbert conducted annual meetings with PKID residents in December 2022 to discuss landscape and common area improvements for each neighborhood. Although the Town is not required to host meetings, we believe it is important to receive input from residents in order to understand what projects are priorities for implementation. After the annual meetings, each property owner was mailed an assessment letter which identified a proposed budget and per lot levy.

The table below is a comparison of the current year budget and the proposed budget for FY23-24. The variations in the amounts reflect maintenance contracts, staffing costs, supplies, utilities, and specific required improvements or those requested and approved by the homeowners.

PKID Annual Budget Comparison

	No. of Lots	2022-23		2023-24		\$ Change Per Lot
		Levy	Per Lot	Levy	Per Lot	
Val Vista Park	231	\$95,250	\$ 412.34	\$85,250	\$369.05	(43.29)
Templeton Place	133	135,270	1,017.07	64,380	484.06	(533.01)
Park Village	413	196,270	475.23	177,710	430.29	(44.94)
Spring Meadows	227	97,880	431.19	85,440	376.39	(54.80)
Circle G Meadows II	183	136,910	748.14	82,180	449.07	(299.07)
Circle G Meadows III	143	88,380	618.04	69,050	482.87	(135.17)
Circle G Ranches VI	35	32,230	920.86	23,460	670.29	(250.57)
Circle G Ranches VII	81	36,150	446.30	29,780	367.65	(78.64)
Morning Ridge	92	36,730	399.24	32,190	349.89	(49.35)
Madera Parc	447	206,700	462.42	160,670	359.44	(102.98)
Cassia Place	109	83,120	762.57	67,270	617.16	(145.41)

The levy amount is based on three components: actual levies compared to requested levies, prior year actual expenditures compared to adopted budgets, and the proposed budget for FY23-24.

Information regarding PKID's is easily assessable on the Town of Gilbert website. The website for the PKID's includes minutes of all PKID meetings, assessment letters, and the approved landscape master plans. In addition, staff utilizes email listings to update residents about upcoming events and construction schedules.

FINANCIAL IMPACT

The Town has historically provided the level of service sought by the PKID homeowners. The Town budget assumes these assessments will be in place as a revenue source to cover the costs of maintenance and operations of these Districts.

The levy, in the amount of \$877,380, is distributed by Maricopa County to each lot, collected as property taxes and remitted back to the Town along with other tax collections.

Because of the per lot treatment, Maricopa County requests these levies be supplied well in advance of the third Monday of August when the overall levy is required to be set by statute.

The financial impact was reviewed by Joseph Hewitt, Management and Budget Analyst

STAFF RECOMMENDATION

Staff recommends approving the preliminary budgets as presented and setting June 6, 2023 as the date for final levy approval.

Respectfully submitted,

Rocky Brown
Parks & Recreation Business Manager

Approved By

Approval Date

Robert Carmona

4/12/2023 6:04:04 PM

Amanda Jenkins

4/24/2023 11:10:10 AM

Joseph Hewitt

4/19/2023 1:45:41 PM

**2023-24 PARKWAY MAINTENANCE DISTRICTS
EXPENDITURE AND BUDGET REPORT**

DRAFT

PKID 07-01 VAL VISTA PARK	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Projected	2023-24 Requested
Operating:					
Staff Expenditures	32,844	31,306	33,427	37,690	35,110
Landscape Architect Service	220	770	750	4,000	1,500
Other Professional Services	60	294	-	3,000	2,000
Legal	-	-	-	-	-
Advertising	120	-	-	700	700
Printing	-	-	-	100	100
Maintenance Landscape	26,076	24,307	27,264	31,500	31,500
Pest Control - Mosquito Fogging	2,675	2,675	2,737	3,300	3,300
Office Supplies	-	-	-	-	-
Postage	168	19	179	300	300
Chemical Supplies	444	271	-	400	400
Landscape Supplies	2,530	1,024	27	3,500	3,000
Fertilizer	978	983	1,295	1,200	1,500
Electrical Supplies	-	-	-	-	-
Painting Supplies	-	-	-	-	-
Irrigation Supplies	1,148	1,538	655	2,000	2,000
Signs & Materials	-	-	-	-	-
Concrete Supplies	-	-	-	-	-
Other Supplies & Services	135	-	394	-	100
Recreation Equipment Maintenance	-	-	-	-	-
Dry Well Maintenance	-	-	-	-	-
Electricity	1,517	1,515	1,513	1,600	1,600
Water	15,224	17,772	17,482	24,000	21,000
Machinery & Equipment	-	-	-	-	-
Capital:					
Advertising	-	-	-	-	-
Grounds Improvements	-	-	-	-	-
Recreational Equipment Improvements	-	-	-	-	-
Total Expense	\$ 84,139	\$ 82,474	\$ 85,723	\$ 113,290	\$ 104,110
ASSESSMENT ADJUSTMENT					\$ (18,860)
NET ASSESSMENT:					\$ 85,250
Total Lots in Plat					231
Average Cost Per Lot Per Month	\$ 30.35	\$ 29.75	\$ 30.92	\$ 40.87	\$ 30.75
Assessment Per Lot Per Month	\$ 25.92	\$ 32.85	\$ 30.87	\$ 34.36	\$ 30.75

**2023-24 PARKWAY MAINTENANCE DISTRICTS
EXPENDITURE AND BUDGET REPORT**

DRAFT

PKID 07-02 TEMPLETON PLACE	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Projected	2023-24 Requested
Operating:					
Staff Expenditures	18,910	18,025	19,246	21,700	20,210
Landscape Architect Service	660	220	1,300	6,000	2,500
Other Professional Services	60	653	-	4,500	3,000
Legal	-	-	-	-	-
Advertising	1,570	-	-	700	500
Printing	-	-	-	80	80
Maintenance Landscape	27,484	28,074	28,245	32,550	32,550
Pest Control - Mosquito Fogging	-	-	-	-	-
Office Supplies	-	-	-	-	-
Postage	95	11	98	200	200
Chemical Supplies	335	271	-	500	500
Landscape Supplies	1,489	1,348	2,571	2,500	3,000
Fertilizer	547	560	734	600	850
Electrical Supplies	20	71	-	700	350
Painting Supplies	-	-	5	-	-
Irrigation Supplies	1,397	818	286	1,200	1,200
Signs & Materials	-	-	-	-	-
Concrete Supplies	-	-	-	-	-
Other Supplies & Services	11	-	2,383	-	100
Recreation Equipment Repair	-	-	-	-	-
Dry Well Maintenance	-	-	-	-	-
Electricity	1,922	1,854	1,753	2,000	2,000
Water	8,148	9,355	9,377	12,750	11,500
Machinery & Equipment	-	-	-	-	-
Capital:					
Advertising	-	-	-	-	-
Grounds Improvements	33,983	-	-	-	65,380
Recreational Equipment Improvements	-	-	-	-	-
Total Expense	\$ 96,631	\$ 61,260	\$ 65,998	\$ 85,980	\$ 143,920
ASSESSMENT ADJUSTMENT					\$ (79,540)
NET ASSESSMENT:					\$ 64,380
Total Lots in Plat					133
Average Cost Per Lot Per Month	\$ 60.55	\$ 38.38	\$ 41.35	\$ 53.87	\$ 40.34
Assessment Per Lot Per Month	\$ 58.37	\$ 39.91	\$ 39.66	\$ 84.76	\$ 40.34

**2023-24 PARKWAY MAINTENANCE DISTRICTS
EXPENDITURE AND BUDGET REPORT**

DRAFT

PKID 07-03 PARK VILLAGE	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Projected	2023-24 Requested
Operating:					
Staff Expenditures	58,578	55,836	59,619	67,380	62,770
Landscape Architect Service	1,320	1,100	1,000	6,000	1,500
Other Professional Services	859	13	3,840	4,000	12,000
Legal	-	-	-	-	-
Advertising	2,105	-	-	700	-
Printing	-	-	-	200	-
Maintenance Landscape	55,620	58,575	58,332	68,250	68,250
Pest Control - Mosquito Fogging	-	-	-	-	-
Office Supplies	-	-	-	-	-
Postage	301	35	326	400	400
Chemical Supply	948	407	-	500	500
Landscape Supplies	1,719	2,109	19	3,000	2,000
Fertilizer	1,817	1,832	2,465	2,000	2,500
Electrical Supplies	27	-	-	300	100
Painting Supplies	-	-	-	-	-
Irrigation Supplies	2,850	1,918	1,982	2,500	2,500
Signs & Materials	-	-	-	-	-
Concrete Supplies	-	-	-	-	-
Other Supplies & Services	575	-	14,652	50	50
Recreation Equipment Repair	-	-	-	-	-
Dry Well Maintenance	-	-	-	-	-
Electricity	2,612	2,680	2,542	2,800	2,800
Water	31,205	37,729	35,996	51,000	43,000
Machinery & Equipment	-	-	-	-	-
Capital:					
Advertising	-	-	-	-	-
Grounds Improvements	30,260	-	-	-	-
Recreational Equipment Improvements	-	-	-	-	-
Total Expense	\$ 190,796	\$ 162,234	\$ 180,775	\$ 209,080	\$ 198,370
ASSESSMENT ADJUSTMENT					\$ (20,660)
NET ASSESSMENT:					\$ 177,710
Total Lots in Plat					413
Average Cost Per Lot Per Month	\$ 38.50	\$ 32.73	\$ 36.48	\$ 42.19	\$ 35.86
Assessment Per Lot Per Month	\$ 39.99	\$ 32.46	\$ 35.87	\$ 39.60	\$ 35.86

**2023-24 PARKWAY MAINTENANCE DISTRICTS
EXPENDITURE AND BUDGET REPORT**

DRAFT

PKID 07-04 SPRING MEADOWS	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Projected	2023-24 Requested
Operating:					
Staff Expenditures	32,275	30,764	32,849	37,040	34,500
Landscape Architect Service	660	770	750	3,000	1,000
Other Professional Services	583	988	135	5,000	10,000
Legal	-	-	-	-	-
Advertising	114	232	-	550	-
Printing	-	-	-	500	-
Maintenance Landscape	18,820	16,479	16,701	23,100	23,100
Pest Control - Mosquito Fogging	4,002	4,002	3,901	4,200	4,200
Office Supplies	-	-	-	-	-
Postage	166	19	179	250	250
Chemical Supplies	536	407	-	500	500
Landscape Supplies	591	-	3,600	3,000	3,000
Fertilizer	974	987	1,272	1,200	1,000
Electrical Supplies	-	-	153	-	-
Painting Supplies	-	-	-	-	-
Irrigation Supplies	1,962	1,532	1,319	2,000	2,000
Signs & Materials	-	-	-	-	-
Concrete Supplies	-	-	-	-	-
Other Supplies & Services	135	-	3,488	50	50
Recreation Equipment Repair	-	-	1,059	1,000	-
Dry Well Maintenance	-	-	-	-	-
Electricity	4,245	4,063	4,079	5,000	5,000
Water	15,027	16,601	15,448	22,500	18,500
Machinery & Equipment	-	-	-	-	-
Capital:					
Advertising	-	-	-	-	-
Grounds Improvements	-	-	-	-	-
Recreational Amenities Improvements	-	-	-	-	-
Total Expense	\$ 80,090	\$ 76,844	\$ 84,934	\$ 108,890	\$ 103,100
ASSESSMENT ADJUSTMENT					\$ (17,660)
NET ASSESSMENT:					\$ 85,440
Total Lots in Plat					227
Average Cost Per Lot Per Month	\$ 29.40	\$ 28.21	\$ 31.18	\$ 39.97	\$ 31.37
Assessment Per Lot Per Month	\$ 29.44	\$ 30.49	\$ 29.86	\$ 35.93	\$ 31.37
LANDSCAPE ONLY BUDGET					
Plants and Trees	-	-	-	-	-
LANDSCAPE ONLY BALANCE	\$ 4,020	\$ 4,020	\$ 4,020	\$ 4,020	\$ 4,020

**2023-24 PARKWAY MAINTENANCE DISTRICTS
EXPENDITURE AND BUDGET REPORT**

DRAFT

PKID 07-05 CIRCLE G MEADOWS II	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Projected	2023-24 Requested
Operating:					
Staff Expenditures	26,018	24,801	26,481	29,860	27,810
Landscape Architect Service	7,260	1,320	800	5,000	2,000
Other Professional Services	565	2,988	-	3,000	13,000
Legal	-	-	-	-	-
Advertising	1,747	231	-	700	-
Printing	-	-	-	100	-
Maintenance Landscape	27,664	26,926	27,502	31,500	31,500
Pest Control - Mosquito Fogging	-	-	-	-	-
Office Supplies	-	-	-	-	-
Postage	129	16	147	150	150
Chemical Supplies	545	271	-	500	500
Landscape Supplies	2,233	861	1,562	2,000	2,000
Fertilizer	999	1,002	1,325	1,300	1,500
Electrical Supplies	-	-	-	-	-
Painting Supplies	-	-	-	-	-
Irrigation Supplies	1,042	764	263	1,500	1,000
Signs & Materials	-	-	-	-	-
Concrete Supplies	-	-	-	-	-
Other Supplies & Services	440	-	38	50	50
Recreational Equipment Repair	-	-	-	-	-
Dry Well Maintenance	-	-	-	-	-
Electricity	1,138	1,144	1,143	1,300	1,400
Water	13,339	17,807	16,881	25,000	20,000
Machinery & Equipment	341	-	-	-	-
Capital:					
Advertising	-	-	-	-	-
Grounds Improvements	101,137	-	-	-	130,820
Recreational Equipment Improvements	-	-	-	-	-
Total Expense	\$ 184,597	\$ 78,131	\$ 76,142	\$ 101,960	\$ 231,730
ASSESSMENT ADJUSTMENT					\$ (149,550)
NET ASSESSMENT:					\$ 82,180
Total Lots in Plat					183
Average Cost Per Lot Per Month	\$ 84.06	\$ 35.58	\$ 34.67	\$ 46.43	\$ 37.42
Assessment Per Lot Per Month	\$ 67.32	\$ 72.14	\$ 28.61	\$ 62.35	\$ 37.42
LANDSCAPE ONLY BUDGET	\$ 8,210	\$ 8,210	\$ 8,210	\$ 8,210	\$ 8,210
Architectural Services	-	-	-	-	-
Plants and Trees	-	-	-	-	-
LANDSCAPE ONLY BALANCE	\$ 8,210	\$ 8,210	\$ 8,210	\$ 8,210	\$ 8,210

**2023-24 PARKWAY MAINTENANCE DISTRICTS
EXPENDITURE AND BUDGET REPORT**

DRAFT

PKID 07-06 CIRCLE G MEADOWS III	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Projected	2023-24 Requested
Operating:					
Staff Expenditures	20,332	19,380	20,693	23,330	21,730
Landscape Architect Service	660	220	1,000	4,000	2,000
Other Professional Services	65	13	2,284	4,500	3,000
Legal	-	-	-	-	-
Advertising	1,615	-	-	700	700
Printing	-	-	-	100	100
Maintenance Landscape	27,061	26,049	26,490	31,500	31,500
Pest Control - Mosquito Fogging	-	-	-	-	-
Office Supplies	-	-	-	-	-
Postage	104	12	114	500	500
Chemical Supplies	304	239	-	500	500
Landscape Supplies	638	1,240	503	1,500	1,500
Fertilizer	986	861	1,315	1,000	1,500
Electrical Supplies	-	-	-	-	-
Painting Supplies	-	-	68	500	200
Irrigation Supplies	620	938	166	1,000	1,000
Signs & Materials	-	-	-	-	-
Concrete Supplies	-	-	-	-	-
Other Supplies & Services	2,600	-	38	50	50
Recreation Equipment Repair	-	-	2,179	-	-
Dry Well Maintenance	-	-	-	-	-
Electricity	1,175	1,175	1,178	1,400	1,400
Water	9,923	11,662	11,836	15,750	14,500
Machinery & Equipment Rental	-	-	-	-	-
Capital:					
Advertising	-	-	-	-	-
Grounds Improvements	20,896	-	-	-	-
Recreational Equipment Improvements	-	-	-	-	-
Total Expense	\$ 86,979	\$ 61,789	\$ 67,862	\$ 86,330	\$ 80,180
ASSESSMENT ADJUSTMENT					\$ (11,130)
NET ASSESSMENT:					\$ 69,050
Total Lots in Plat					143
Average Cost Per Lot Per Month	\$ 50.69	\$ 36.01	\$ 39.55	\$ 50.31	\$ 40.24
Assessment Per Lot Per Month	\$ 28.48	\$ 37.21	\$ 40.24	\$ 51.50	\$ 40.24

**2023-24 PARKWAY MAINTENANCE DISTRICTS
EXPENDITURE AND BUDGET REPORT**

DRAFT

PKID 07-07 CIRCLE G RANCHES VI	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Projected	2023-24 Requested
Operating:					
Staff Expenditures	4,977	4,743	5,065	5,710	5,320
Landscape Architect Service	2,490	220	500	1,000	-
Other Professional Services	65	-	-	1,500	-
Legal	-	-	-	-	-
Advertising	120	-	-	700	700
Printing	-	-	-	20	20
Maintenance Landscape	11,864	11,935	12,055	14,180	14,180
Pest Control - Mosquito Fogging	-	-	-	3,000	-
Postage	27	4	33	50	50
Chemical Supplies	58	226	-	300	300
Landscape Supplies	825	254	54	800	800
Fertilizer	392	389	611	400	750
Electrical Supplies	-	13	-	-	-
Painting Supplies	-	-	-	-	-
Irrigation Supplies	(65)	418	336	600	600
Signs & Materials	-	-	-	-	-
Concrete Supplies	-	-	-	-	-
Other Supplies & Services	-	-	38	-	-
Recreation Equipment Repair	-	-	-	-	-
Dry Well Maintenance	-	-	-	-	-
Electricity	783	783	784	850	850
Water	3,449	4,605	4,211	6,250	5,500
Machinery & Equipment	-	-	-	-	-
Capital:					
Advertising	-	-	-	-	-
Grounds Improvements	-	-	-	-	-
Recreational Equipment Improvements	-	-	-	-	-
Total Expense	\$ 24,985	\$ 23,590	\$ 23,686	\$ 35,360	\$ 29,070
ASSESSMENT ADJUSTMENT					\$ (5,610)
NET ASSESSMENT:					\$ 23,460
Total Lots in Plat					35
Average Cost Per Lot Per Month	\$ 59.49	\$ 56.17	\$ 56.39	\$ 84.19	\$ 55.86
Assessment Per Lot Per Month	\$ 46.67	\$ 56.19	\$ 61.29	\$ 76.74	\$ 55.86

**2023-24 PARKWAY MAINTENANCE DISTRICTS
EXPENDITURE AND BUDGET REPORT**

DRAFT

PKID 07-08 CIRCLE G RANCHES VII	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Projected	2023-24 Requested
Operating:					
Staff Expenditures	11,517	10,978	11,721	13,220	12,310
Landscape Architect Service	2,050	550	500	2,500	1,000
Other Professional Services	60	13	-	1,500	750
Legal	-	-	-	-	-
Advertising	120	231	-	700	-
Printing	-	-	-	50	-
Maintenance Landscape	13,082	13,145	13,347	15,230	15,230
Pest Control - Mosquito Fogging	-	-	-	-	-
Postage	60	7	65	150	150
Chemical Supplies	58	208	-	200	200
Landscape Supplies	328	321	378	1,000	750
Fertilizer	494	461	857	500	1,000
Electrical Supplies	-	-	-	-	-
Painting Supplies	-	-	-	-	-
Irrigation Supplies	171	371	83	1,000	500
Signs & Materials	-	-	-	-	-
Concrete Supplies	-	-	-	-	-
Other Supplies & Services	-	-	38	-	-
Recreation Equipment Repair	-	-	-	-	-
Dry Well Maintenance	-	-	-	-	-
Electricity	773	778	782	850	850
Water	3,465	4,273	4,071	5,800	5,500
Machinery & Equipment	-	-	-	-	-
Capital:					
Advertising	-	-	-	-	-
Grounds Improvements	-	-	-	-	-
Recreational Equipment Improvements	-	-	-	-	-
Total Expense	\$ 32,178	\$ 31,336	\$ 31,842	\$ 42,700	\$ 38,240
ASSESSMENT ADJUSTMENT					\$ (8,460)
NET ASSESSMENT:					\$ 29,780
Total Lots in Plat					81
Average Cost Per Lot Per Month	\$ 33.10	\$ 32.24	\$ 32.76	\$ 43.93	\$ 30.64
Assessment Per Lot Per Month	\$ 27.49	\$ 22.23	\$ 33.89	\$ 37.19	\$ 30.64

**2023-24 PARKWAY MAINTENANCE DISTRICTS
EXPENDITURE AND BUDGET REPORT**

DRAFT

PKID 07-09 MORNING RIDGE	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Projected	2023-24 Requested
Operating:					
Staff Expenditures	13,081	12,480	13,313	15,010	13,980
Landscape Architect Service	990	1,760	500	3,000	1,000
Other Professional Services	600	13	135	2,000	1,000
Legal	-	-	-	-	-
Advertising	114	463	-	700	-
Printing	-	-	-	50	-
Maintenance Landscape	12,962	12,282	13,537	15,230	15,230
Pest Control - Mosquito Fogging	-	-	-	-	-
Office Supplies	-	-	-	-	-
Postage	64	7	65	100	100
Chemical Supplies	193	271	-	400	400
Landscape Supplies	361	-	148	3,300	2,000
Fertilizer	251	149	321	400	400
Electrical Supplies	-	-	-	-	-
Painting Supplies	-	-	-	-	-
Irrigation Supplies	108	421	326	700	700
Signs & Materials	-	-	-	-	-
Concrete Supplies	-	-	-	-	-
Other Supplies & Services	-	-	4,482	-	500
Recreation Equipment Repair	-	-	-	-	-
Dry Well Maintenance	-	-	-	-	-
Electricity	718	734	723	700	800
Water	4,894	5,856	5,468	8,780	7,000
Machinery & Equipment	-	-	-	-	-
Capital:					
Advertising	-	-	-	-	-
Grounds Improvements	-	-	-	-	-
Recreational Amenities Improvements	-	-	-	-	-
Total Expense	\$ 34,336	\$ 34,436	\$ 39,019	\$ 50,370	\$ 43,110
ASSESSMENT ADJUSTMENT					\$ (10,920)
NET ASSESSMENT:					\$ 32,190
Total Lots in Plat					92
Average Cost Per Lot Per Month	\$ 31.10	\$ 31.19	\$ 35.34	\$ 45.63	\$ 29.16
Assessment Per Lot Per Month	\$ 28.35	\$ 36.63	\$ 37.10	\$ 33.27	\$ 29.16

**2023-24 PARKWAY MAINTENANCE DISTRICTS
EXPENDITURE AND BUDGET REPORT**

DRAFT

PKID 07-10 MADERA PARC	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Projected	2023-24 Requested
Operating:					
Staff Expenditures	63,555	60,579	64,684	72,930	67,940
Landscape Architect Service	1,320	1,100	750	2,000	1,500
Other Professional Services	59	1,343	1,740	4,500	8,500
Legal	-	-	-	-	-
Advertising	3,098	-	-	700	-
Printing	-	-	-	300	-
Maintenance Landscape	45,911	54,845	52,138	62,400	62,400
Pest Control - Mosquito Fogging	2,875	2,875	2,913	3,300	3,300
Office Supplies	-	-	-	-	-
Postage	323	37	338	400	400
Chemical Supplies	666	310	-	600	600
Landscape Supplies	2,871	2,324	930	2,500	2,500
Fertilizer	1,318	1,334	1,778	1,500	2,000
Electrical Supplies	-	156	-	100	100
Painting Supplies	-	-	74	-	-
Irrigation Supplies	1,072	1,996	1,019	2,400	2,000
Signs & Materials	-	-	-	-	-
Concrete Supplies	-	-	-	-	-
Other Supplies & Services	22	-	2,507	-	100
Recreation Equipment Repair	-	-	-	-	-
Dry Well Maintenance	-	-	-	-	-
Electricity	1,974	1,900	1,885	2,200	2,200
Water	22,382	29,503	26,558	40,000	32,000
Machinery & Equipment	-	-	-	-	-
Capital:					
Advertising	-	-	-	-	-
Grounds Improvements	32,589	-	-	-	-
Recreational Equipment Improvements	-	-	-	-	-
Total Expense	\$ 180,035	\$ 158,302	\$ 157,316	\$ 195,830	\$ 185,540
ASSESSMENT ADJUSTMENT					\$ (24,870)
NET ASSESSMENT:					\$ 160,670
Total Lots in Plat					447
Average Cost Per Lot Per Month	\$ 33.56	\$ 29.51	\$ 29.33	\$ 36.51	\$ 29.95
Assessment Per Lot Per Month	\$ 28.19	\$ 26.46	\$ 26.46	\$ 38.53	\$ 29.95

**2023-24 PARKWAY MAINTENANCE DISTRICTS
EXPENDITURE AND BUDGET REPORT**

DRAFT

PKID 07-11 CASSIA PLACE	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Projected	2023-24 Requested
Operating:					
Staff Expenditures	15,498	14,773	15,773	17,780	16,570
Landscape Architect Service	1,520	990	750	5,000	1,000
Other Professional Services	58	13	-	2,300	3,000
Legal	-	-	-	-	-
Advertising	114	305	-	700	-
Printing	-	-	-	50	-
Maintenance Landscape	37,147	36,246	39,506	42,000	42,000
Pest Control - Mosquito Fogging	-	-	-	-	-
Office Supplies	-	-	-	-	-
Postage	78	9	86	120	120
Chemical Supplies	195	375	-	500	500
Landscape Supplies	2,250	3,296	-	3,000	3,000
Fertilizer	220	220	296	300	300
Electrical Supplies	-	-	-	-	-
Painting Supplies	-	-	-	-	-
Irrigation Supplies	381	574	113	900	900
Signs & Materials	-	-	-	-	-
Concrete Supplies	-	-	-	-	-
Other Supplies & Services	-	-	38	-	-
Recreation Equipment Repair	-	-	-	-	-
Dry Well Maintenance	-	-	-	-	-
Electricity	1,555	1,557	1,570	1,800	1,800
Water	9,429	11,858	10,698	16,000	13,000
Machinery & Equipment	-	-	-	-	-
Capital:					
Advertising	-	-	-	-	-
Grounds Improvements	-	16,010	-	-	-
Recreational Equipment Improvements	-	-	-	-	-
Total Expense	\$ 68,445	\$ 86,226	\$ 68,829	\$ 90,450	\$ 82,190
ASSESSMENT ADJUSTMENT					\$ (14,920)
NET ASSESSMENT:					\$ 67,270
Total Lots in Plat					109
Average Cost Per Lot Per Month	\$ 52.33	\$ 65.92	\$ 52.62	\$ 69.15	\$ 51.43
Assessment Per Lot Per Month	\$ 47.81	\$ 64.44	\$ 53.04	\$ 63.55	\$ 51.43



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Kelly Pfost, Budget Director, 503-6828

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: Public Hearing for Secondary Property Tax Levy

STRATEGIC INITIATIVE: Strong Economy

The FY 2023-2024 Secondary Property Tax Levy supports the Town's Long and Short Term Balanced Financial Plan by providing the revenue necessary to support Gilbert's Voter-Authorized Debt.

RECOMMENDED MOTION

A motion to declare June 6, 2023, as the date of public hearing for the FY 2024 property tax levy and direct staff to submit an ordinance for consideration at the June 6, 2023 Council Meeting to set the secondary property tax levy for FY 2024 at \$31,600,000.

BACKGROUND/DISCUSSION

FY 2024 secondary property tax collections will be used to pay debt service on current voter-authorized debt. The required debt service payments for FY 2023-24 are estimated as follows:

Debt Paid with Secondary Property Tax	FY 24 Debt Service
General Obligation Bonds, Series 2017 (Streets)	\$ 4,175,000
General Obligation Bonds, Series 2020 (Public Safety)	\$ 3,112,000
General Obligation Bonds, Series 2022 (Transportation)	\$ 23,823,000
Delinquency and Reserves (as allowed under A.R.S. § 35-458)	\$ 490,000
<hr/>	<hr/>
Total	\$ 31,600,000

FINANCIAL IMPACT

Adopting a secondary property tax levy of \$31,600,000 (estimated tax rate of \$0.9883 per \$100 of assessed value) would provide the revenue required to make the FY 2024 general obligation bond payments and would maintain the \$0.99 tax rate which has been in place since FY 2019.

The financial impact was reviewed by Laura Lorenzen, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends Council adopt a secondary property tax levy of \$31,600,000 (estimated tax rate of \$0.9883 per \$100 of assessed value) on June 6, 2023.

Respectfully submitted,

Kelly Pfof
Budget Director

Approved By

Approval Date

Kelly Pfost
Chris Payne
Christopher Scott

4/12/2023 5:15:42 PM
4/19/2023 3:26:14 PM
4/20/2023 11:29:09 AM



Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Kelly Pfost, Budget Director, 503-6828

MEETING DATE: 5/2/2023 6:30 PM - Regular Meeting

SUBJECT: Adopt the preliminary budget of \$2,049,501,300 for the period of July 1, 2023 to June 30, 2024 and establish June 6, 2023 as the date of public hearing and adoption of the final budget.

STRATEGIC INITIATIVE: Strong Economy

This report supports the Council's strategic initiative for long and short term balanced financial plans by setting a balanced FY 2023-24 budget that deliberately focuses on responsible stewardship of tax payer dollars, core service delivery, and implementation of key elements at the Council's strategic initiatives.

RECOMMENDED MOTION

A motion to adopt the preliminary budget of \$2,049,501,300 for the period of July 1, 2023 to June 30, 2024 and establish June 6, 2023 as the date of public hearing and adoption of the final budget.

BACKGROUND/DISCUSSION

The proposed Preliminary Budget is based off conservative revenue estimates which continue to provide flexibility in responding to economic uncertainty. A local government budget is not simply a financial document of revenues and expenses, but also a policy document, an operations guide, and a communications device. The FY 2024 proposed budget for Gilbert, Arizona is a comprehensive guide to achieving our goals with excellence and supporting a fiscally stable community.

The proposed budget is balanced and applies the nonrecurring level of construction-related revenues toward non-recurring costs. Recommended increases in ongoing expense are within the ongoing levels of revenue.

FINANCIAL IMPACT

The proposed maximum budget of \$2,049,501,300 is an increase from FY 2023. Most of the increase is from increased activity in the Capital Improvement Program, especially related to voter-approved transportation bond projects and additional water projects. The budget includes a capital projects contingency budget of \$100 million to allow Council flexibility and legal authority to respond to community needs. This contingency is consistent with practice in prior years.

Tax Rates: The recommended budget reflects a levy of \$31.6 million to maintain the \$0.99 property tax rate.

Balanced Financial Plan: The proposed FY 2024 Preliminary Budget is balanced based upon identified revenues and expenditures.

Constitutional Expenditure Limit: The proposed FY 2024 Preliminary Budget reflects expenses that will be under the constitutional expenditure limitation. Staff regularly monitors conformity with the constitutional expenditure requirements and will recommend, if necessary, continuing adjustments and modifications necessary to comply with expenditure limitation requirements.

State Shared Revenues: The proposed FY 2024 Preliminary Budget reflects State Shared Revenues based upon estimated Census population adjustments and statutory distribution formulas, taking into account currently projected State sales and income tax collections (provided by the Arizona League of Cities and Towns), and reflect the state's budgeted HURF distributions.

Fund Balance: The Revenue Summary lists the use of carry over funds in an amount of \$1,109,174,810. This reflects use of revenues which were received in prior fiscal years in excess of minimum fund balance. Revenues from the bonds sold in 2022 for both transportation and water related projects are included in this carry over number.

Capital Project Financing—System Development Fees: The proposed FY 2024 Preliminary Budget reflects revenues projected from the continued collection of System Development fees as allowed under current State Law.

Financial impact review by Laura Lorenzen, Management and Budget Analyst.

STAFF RECOMMENDATION

Staff recommends moving the adopt the preliminary budget of \$2,049,501,300 to direct staff to publish the preliminary budget, and to establish June 6, 2023 as the date of public hearing and adoption of the final budget for the July 1, 2023 to June 30, 2024 fiscal year.

Respectfully submitted,

Kelly Pfof
Budget Director

Approved By

Approval Date

Kelly Pfost
Chris Payne
Christopher Scott

4/19/2023 5:52:25 PM
4/21/2023 7:13:56 AM
4/20/2023 11:28:27 AM

**Town of Gilbert - Revenue Summary
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
GENERAL FUND					
Non-Allocated	210,270,017	219,392,886	215,353,000	236,177,800	252,183,000
Mayor & Council	108,331	121,652	107,000	118,000	118,000
Town Manager	1,878	22,513	22,000	20,000	20,000
Intergovernmental	10	-	-	-	-
Economic Development	70,862	169,688	165,000	350,000	200,000
Information Technology	-	4,174	-	-	-
Human Resources	283	313	-	-	-
Town Clerk	2,360	4,945	-	-	-
Legal	6,633	10,118	-	-	-
Finance & Mgmt Svcs	134,010	186,731	150,000	160,000	150,000
Municipal Court	299,199	295,084	295,000	270,000	270,000
Development Svcs	8,427,165	6,240,519	5,827,000	5,001,000	4,461,000
Police	2,959,440	3,692,139	3,126,000	3,433,000	3,413,000
Fire	2,080,772	2,357,422	1,936,000	2,571,500	2,532,300
Parks & Recreation	5,666,527	7,539,180	6,078,400	7,754,400	7,276,600
TOTAL GENERAL FUND	\$ 230,027,487	\$ 240,037,364	\$ 233,059,400	\$ 255,855,700	\$ 270,623,900
STREETS					
Roadway & Maintenance	12,350,519	12,060,402	12,330,000	12,308,000	12,608,000
HURF	17,868,524	19,254,589	18,395,000	19,045,000	20,365,000
TOTAL STREETS	\$ 30,219,043	\$ 31,314,991	\$ 30,725,000	\$ 31,353,000	\$ 32,973,000
ENTERPRISE OPERATIONS					
Water	55,413,139	58,084,710	65,103,000	70,405,500	78,235,500
Wastewater	31,357,647	32,580,604	33,656,000	33,656,000	44,026,000
Solid Waste - Residential	15,366,365	16,646,603	20,295,000	20,500,000	22,655,000
Solid Waste - Commercial	2,752,682	3,127,184	3,395,000	3,552,000	3,707,500
Environmental Compliance	4,585,384	4,655,652	4,840,000	4,840,000	6,805,000
TOTAL ENTERPRISE OPERATIONS	\$ 109,475,217	\$ 115,094,753	\$ 127,289,000	\$ 132,953,500	\$ 155,429,000
INTERNAL SERVICES	\$ 33,263,771	\$ 37,120,896	\$ 39,210,490	\$ 43,480,490	\$ 44,588,490
REPAIR & REPLACEMENT FUNDS					
General	511,903	383,896	50,000	50,000	50,000
Streets	148,251	68,912	20,000	20,000	20,000
Ambulance Transport	351	562	-	-	-
Water	1,330,312	1,320,427	500,000	500,000	300,000
Wastewater	917,823	594,164	200,000	200,000	200,000
Solid Waste - Residential	222,159	107,247	109,000	8,000	8,000
Solid Waste - Commercial	51,032	50,948	2,000	2,000	2,000
Environmental Compliance	648,087	71,943	5,000	5,000	5,000
Fleet	8,323	7,827	1,000	19,000	3,500
TOTAL REPAIR & REPLACEMENT FUNDS	\$ 3,838,241	\$ 2,605,926	\$ 887,000	\$ 804,000	\$ 588,500
SPECIAL REVENUE FUNDS					
Miscellaneous Grants	636,088	2,646,319	31,488,370	685,790	32,913,020
CDBG/HOME	1,587,567	2,398,259	3,232,400	1,120,050	2,756,670
Maintenance Districts	2,747,227	2,722,155	3,008,890	3,008,890	2,879,980

**Town of Gilbert - Revenue Summary
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Police Impound	90,686	87,812	90,000	90,000	90,000
Ambulance Service	848,339	4,369,812	5,200,000	5,500,000	7,000,000
Other Special Revenue	1,287,255	3,490,188	3,213,270	2,838,270	3,135,520
Development Fees	61,385,091	32,565,615	35,606,010	24,165,000	19,150,000
TOTAL SPECIAL REVENUE FUNDS	\$ 68,582,253	\$ 48,280,160	\$ 81,838,940	\$ 37,408,000	\$ 67,925,190
OTHER FUNDING SOURCES	\$ 34,648,969	\$ 734,629,371	\$ 143,817,130	\$ 13,265,090	\$ 334,021,310
DEBT SERVICE	\$ 26,627,202	\$ 29,106,622	\$ 33,386,410	\$ 30,216,410	\$ 34,177,100
GRAND TOTAL REVENUE	\$ 536,682,183	\$ 1,238,190,083	\$ 690,213,370	\$ 545,336,190	\$ 940,326,490
CARRY OVER FUNDS					\$ 1,109,174,810
TOTAL RESOURCES					\$ 2,049,501,300

**Town of Gilbert - Revenue Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
GENERAL FUND					
Non-Allocated					
Privilege License Tax	123,929,932	141,424,364	128,000,000	145,000,000	138,000,000
CATV Franchise Fee	1,707,629	1,555,750	1,400,000	1,400,000	1,300,000
Electric Franchise	415,853	412,746	400,000	400,000	400,000
Natural Gas Franchise	545,150	691,909	625,000	700,000	650,000
State Shared Privilege License Tax	30,146,336	37,695,602	35,000,000	35,000,000	37,000,000
Urban Revenue Sharing	36,316,440	34,970,919	48,000,000	51,800,000	73,000,000
SRP In Lieu	1,009,363	1,086,374	1,000,000	1,039,800	1,000,000
Investment Income	1,776,298	1,137,711	500,000	500,000	500,000
Other Revenue	14,423,016	417,511	428,000	338,000	333,000
Total Non-Allocated	210,270,017	219,392,886	215,353,000	236,177,800	252,183,000
Mayor & Council	108,331	121,652	107,000	118,000	118,000
Town Manager	926	1,792	-	-	-
Community Activities	-	20,721	22,000	20,000	20,000
Emergency Mgmt & Safety	952	-	-	-	-
Intergovernmental	10	-	-	-	-
Economic Development					
Economic Development Admin	10	127	-	-	-
Tourism	70,852	169,561	165,000	350,000	200,000
Total Economic Development	70,862	169,688	165,000	350,000	200,000
Information Technology					
Information Technology Admin	-	382	-	-	-
Applications Support	-	892	-	-	-
Infrastructure	-	2,900	-	-	-
Total Information Technology	-	4,174	-	-	-
Human Resources					
Human Resources Admin	283	313	-	-	-
Total Human Resources	283	313	-	-	-
Town Clerk	2,360	4,945	-	-	-
Legal					
General Counsel	5,653	9,991	-	-	-
Town Prosecutor	980	127	-	-	-
Total Legal	6,633	10,118	-	-	-
Finance & Mgmt Svcs					
Accounting	825	8,295	-	-	-
Purchasing	131,314	155,436	150,000	160,000	150,000
Tax Compliance	1,871	23,000	-	-	-
Total Finance & Mgmt Svcs	134,010	186,731	150,000	160,000	150,000
Municipal Court	299,199	295,084	295,000	270,000	270,000

**Town of Gilbert - Revenue Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Development Svcs					
Development Svcs Admin	436,644	426,463	386,000	452,500	417,500
Permits & Licensing	457,448	551,871	285,000	400,000	390,000
Building	4,689,234	3,134,220	3,150,000	2,500,000	2,300,000
Engineering	1,809,331	1,123,212	1,141,000	723,500	573,500
Code	170	170	-	-	-
Planning	-	2,166	-	-	-
Fire	536,685	381,899	435,000	350,000	350,000
Planning & Development	497,653	620,518	430,000	575,000	430,000
Total Development Services	8,427,165	6,240,519	5,827,000	5,001,000	4,461,000
Police					
Police Admin	134,641	716,932	260,000	800,000	800,000
Support Svcs Admin	371,146	449,133	350,000	350,000	350,000
Communication	-	210	-	-	-
Hiring	-	3,339	-	-	-
Planning & Research	-	44	-	-	-
Public Affairs	341	-	-	-	-
Counseling Svcs	242,522	236,141	250,000	250,000	250,000
Crime Prevention	-	50	-	-	-
Property & Evidence	98	85,000	-	75,000	75,000
Records	21,702	27,938	30,000	20,000	25,000
Training	-	80,836	288,000	110,000	80,000
Patrol Admin	159	382	-	-	-
Patrol	481,489	552,786	465,000	485,000	465,000
Civilian Patrol	-	5,489	-	-	-
Detention	298,229	276,048	260,000	180,000	205,000
Bike Unit	543	-	-	-	-
Family Violence Unit	-	255	-	-	-
Property Crimes	14,023	14,100	13,000	13,000	13,000
Drug Enforcement Unit	-	15	-	-	-
SWAT	-	2,881	-	-	-
Crime Suppression Team	770	701	-	-	-
K-9 Unit	15,943	12,412	-	-	-
Traffic Unit	1,377,834	1,227,447	1,210,000	1,150,000	1,150,000
Total Police	2,959,440	3,692,139	3,126,000	3,433,000	3,413,000
Fire					
Fire Admin	82,945	497,404	147,000	517,000	517,000
Fire Training	17,103	20,449	21,000	28,500	27,000
Operations	1,887,432	1,749,000	1,675,000	1,947,500	1,910,000
Resource	-	2,650	-	-	-
Community	9,684	11,397	12,000	7,500	7,300
Prevention	83,608	76,522	81,000	71,000	71,000
Total Fire	2,080,772	2,357,422	1,936,000	2,571,500	2,532,300

**Town of Gilbert - Revenue Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Parks & Recreation					
Parks Admin	326	1,019	-	-	-
Parks & Open Space Admin	6	138	200	-	-
Freestone	92,365	87,026	48,000	65,000	65,000
Crossroads	236,401	311,547	171,000	258,000	245,000
McQueen	131,700	139,760	98,000	107,000	105,000
Discovery	71,825	63,216	70,000	68,000	63,000
Desert Sky	77,269	72,908	50,000	60,000	60,000
Gilbert Regional	60,094	174,608	112,000	120,000	150,000
Riparian Preserve	20,962	46,510	22,000	23,000	23,000
Cosmo Dog	620	1,388	500	900	500
Hetchler	37,673	26,109	30,000	25,000	25,000
Nichols	3,296	2,762	-	9,000	-
Cactus Yards	1,596,243	1,731,357	1,496,000	1,601,500	1,636,500
Cemetery	72,890	205,475	25,000	120,000	70,000
Neighborhood/Community Parks	1,244	745	500	500	500
Mesquite Pool	74,678	125,211	56,000	57,000	58,000
Greenfield Pool	96,199	122,468	91,000	92,000	92,000
Perry Pool	96,611	106,025	60,000	100,000	85,000
Williams Field Pool	81,934	88,972	60,000	75,000	70,000
Freestone Recreation Center	547,094	878,498	833,100	950,000	976,000
McQueen Activity Center	212,024	396,043	314,000	404,000	389,000
Community Center	82,822	163,802	130,000	165,000	138,000
Adult Sports	196,258	223,810	234,000	234,000	-
Youth Sports	9,035	9,100	9,100	9,100	-
Adaptive Recreation Program	20,880	28,493	25,000	35,000	28,000
Special Events	295,650	608,000	275,000	500,000	450,000
Adult and Youth Sports	-	-	-	-	177,100
Outdoor Recreation	-	-	-	-	10,000
Southeast Regional Library	82,345	185,843	118,000	281,000	165,000
Perry Branch Library	132,889	150,013	130,000	130,000	130,000
Facilities Admin	17,666	15,086	-	-	-
Municipal Building II	-	1,287	-	-	-
Public Safety Center	231,240	256,417	165,000	200,000	-
Heritage Annex	43,939	54,192	55,000	55,000	55,000
University Building	1,042,349	1,256,072	1,400,000	2,000,000	2,000,000
Public Safety Training Facility	-	5,280	-	9,400	10,000
Total Parks and Recreation	5,666,527	7,533,900	6,078,400	7,745,000	7,266,600
TOTAL GENERAL FUND	\$ 230,027,487	\$ 240,037,364	\$ 233,059,400	\$ 255,855,700	\$ 270,623,900
STREETS					
Roadway & Maintenance					
Non-Allocated					
Vehicle License Tax	12,058,711	11,896,469	12,200,000	12,200,000	12,500,000
Investment Income	222,176	118,969	75,000	75,000	75,000
Total Non-Allocated	12,280,887	12,015,438	12,275,000	12,275,000	12,575,000

**Town of Gilbert - Revenue Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Roadway & Maint Admin	68,546	42,774	55,000	33,000	33,000
Alternate Transportation	1,086	2,190	-	-	-
Total Roadway & Maintenance	12,350,519	12,060,402	12,330,000	12,308,000	12,608,000
HURF					
Non-Allocated					
Highway User Tax	17,619,503	18,943,917	18,350,000	19,000,000	20,300,000
Investment Income	140,404	99,296	45,000	45,000	65,000
Other Revenue	4,237	99,905	-	-	-
Total Non-Allocated	17,764,144	19,143,118	18,395,000	19,045,000	20,365,000
Administration	13,018	18,680	-	-	-
Crack Sealing	-	350	-	-	-
Preventive Maintenance	-	2,400	-	-	-
Street Lighting	76,093	71,789	-	-	-
Traffic Signal Maintenance	8,744	9,493	-	-	-
Street Marking	197	-	-	-	-
Street Signs	4,238	7,109	-	-	-
Landscape Maintenance	2,090	1,650	-	-	-
Total HURF	17,868,524	19,254,589	18,395,000	19,045,000	20,365,000
TOTAL STREETS	\$ 30,219,043	\$ 31,314,991	\$ 30,725,000	\$ 31,353,000	\$ 32,973,000
WATER					
Non-Allocated					
Meter Water Sales	50,405,983	52,767,110	60,175,000	65,250,000	73,375,000
Meter Installation & Repair	299,419	190,606	200,000	180,000	175,000
Hydrant Water-Metered Sales	1,143,886	985,515	900,000	900,000	750,000
Account Activation Fee	256,700	249,899	240,000	200,000	150,000
Account Disconnect Fee	180,134	388,701	335,000	400,000	335,000
Late Fees	366,876	560,626	525,000	550,000	525,000
Investment Income	689,827	425,158	250,000	250,000	250,000
Other Revenue	253,927	237,657	166,000	166,000	166,000
Total Non-Allocated	53,596,752	55,805,272	62,791,000	67,896,000	75,726,000
Public Works Admin	-	4,322	-	-	-
North Water Treatment Plant	2,108	123,635	-	-	-
Santan Vista Treatment Plant	1,792,420	2,075,150	2,300,000	2,500,000	2,500,000
Well Production	4,035	-	-	-	-
Metering	6,776	31,315	7,000	7,000	7,000
Distribution	11,012	45,016	5,000	2,500	2,500
Water Quality	36	-	-	-	-
TOTAL WATER	\$ 55,413,139	\$ 58,084,710	\$ 65,103,000	\$ 70,405,500	\$ 78,235,500

**Town of Gilbert - Revenue Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
WASTEWATER					
Non-Allocated					
Reuse/Recharge Water Use	1,499,337	1,287,520	1,300,000	1,300,000	1,500,000
Residential-Wastewater	26,615,669	27,260,153	28,875,000	28,875,000	38,000,000
Commercial-Wastewater	2,720,076	3,008,332	3,255,000	3,255,000	4,300,000
Investment Income	342,692	206,623	75,000	75,000	75,000
Other Revenue	(2,053)	196,750	-	-	-
Total Non-Allocated	31,175,721	31,959,378	33,505,000	33,505,000	43,875,000
Wastewater Admin	-	4,679	-	-	-
Gravity Systems	-	510	-	-	-
Neely Treatment Facility	-	72,019	-	-	-
Effluent Reuse	168,513	127	-	-	-
Effluent Recharge	-	532,153	140,000	140,000	140,000
Wastewater Quality	13,413	11,738	11,000	11,000	11,000
TOTAL WASTEWATER	\$ 31,357,647	\$ 32,580,604	\$ 33,656,000	\$ 33,656,000	\$ 44,026,000
SOLID WASTE - RESIDENTIAL					
Non-Allocated					
ES Collection	14,959,334	16,343,622	19,900,000	20,300,000	22,500,000
Investment Income	168,917	76,489	280,000	90,000	40,000
Other Revenue	3,424	5,328	-	-	-
Total Non-Allocated	15,131,675	16,425,439	20,180,000	20,390,000	22,540,000
Residential Collections	196,776	93,264	90,000	80,000	90,000
Uncontained Collections	19,008	25,021	15,000	15,000	15,000
Recycling	-	87,986	-	-	-
Environmental Programs	18,906	14,893	10,000	15,000	10,000
TOTAL SOLID WASTE RESIDENTIAL	\$ 15,366,365	\$ 16,646,603	\$ 20,295,000	\$ 20,500,000	\$ 22,655,000
SOLID WASTE - COMMERCIAL					
Non-Allocated					
Investment Income	24,183	9,067	50,000	16,000	5,000
Other Revenue	2,459	4,145	2,000	2,000	2,000
Total Non-Allocated	26,642	13,212	52,000	18,000	7,000
Administration	51,000	30,000	30,000	45,000	30,000
Commercial Collections	1,841,560	2,082,957	2,225,000	2,400,000	2,520,000
Rolloffs	833,480	1,001,015	1,088,000	1,089,000	1,150,500
TOTAL SOLID WASTE COMMERCIAL	\$ 2,752,682	\$ 3,127,184	\$ 3,395,000	\$ 3,552,000	\$ 3,707,500
ENVIRONMENTAL COMPLIANCE					
Non-Allocated					
Environmental Compliance Fee	4,569,253	4,645,302	4,835,000	4,835,000	6,800,000

**Town of Gilbert - Revenue Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Investment Income	16,762	10,095	5,000	5,000	5,000
Other Revenue	(631)	255	-	-	-
Total Non-Allocated	4,585,384	4,655,652	4,840,000	4,840,000	6,805,000
TOTAL ENV COMPLIANCE	\$ 4,585,384	\$ 4,655,652	\$ 4,840,000	\$ 4,840,000	\$ 6,805,000
INTERNAL SERVICES					
Fleet Shop Operations	8,030,229	9,634,174	9,400,000	11,585,000	11,575,000
Health Self-Insurance Trust	21,329,647	22,727,389	20,920,000	21,685,000	23,130,000
Dental Self-Insurance Trust	1,398,850	1,406,581	1,282,000	1,282,000	1,325,000
Workers' Compensation	2,505,045	3,352,752	3,260,000	4,580,000	4,210,000
General Liability	-	-	4,348,490	4,348,490	4,348,490
TOTAL INTERNAL SERVICES	\$ 33,263,771	\$ 37,120,896	\$ 39,210,490	\$ 43,480,490	\$ 44,588,490
REPAIR & REPLACEMENT FUNDS					
General	511,903	383,896	50,000	50,000	50,000
Streets	148,251	68,912	20,000	20,000	20,000
Ambulance Transport	351	562	-	-	-
Water	1,330,312	1,320,427	500,000	500,000	300,000
Wastewater	917,823	594,164	200,000	200,000	200,000
Solid Waste - Residential	222,159	107,247	109,000	8,000	8,000
Solid Waste - Commercial	51,032	50,948	2,000	2,000	2,000
Environmental Compliance	648,087	71,943	5,000	5,000	5,000
Fleet	8,323	7,827	1,000	19,000	3,500
TOTAL REPAIR & REPLACEMENT	\$ 3,838,241	\$ 2,605,926	\$ 887,000	\$ 804,000	\$ 588,500
SPECIAL REVENUE FUNDS					
Miscellaneous Grants	636,088	2,646,319	31,488,370	685,790	32,913,020
CDBG/HOME	1,587,567	2,398,259	3,232,400	1,120,050	2,756,670
Maintenance Districts					
Street Light Improvement	1,805,157	1,870,376	1,864,000	1,864,000	2,002,600
Parkway Improvement	942,070	851,779	1,144,890	1,144,890	877,380
Total Maintenance Districts	2,747,227	2,722,155	3,008,890	3,008,890	2,879,980
Police Impound	90,686	87,812	90,000	90,000	90,000
Ambulance Service	848,339	4,369,812	5,200,000	5,500,000	7,000,000
Other Special Revenue	1,287,255	3,490,188	3,213,270	2,838,270	3,135,520
Development Fees					
Traffic Signal SDF	3,053,689	1,450,403	1,015,000	1,015,000	765,000
Police SDF	3,286,281	1,617,939	1,505,000	1,005,000	755,000
Fire SDF	3,211,088	1,847,922	1,500,000	1,300,000	1,000,000
Parks & Recreation SDF	18,033,754	8,855,677	7,565,000	6,065,000	5,065,000
General Government SDF	4,140,341	2,125,348	1,961,010	700,000	-
Road Maintenance SDF	7,613,783	3,830,129	4,005,000	2,505,000	2,005,000
Water SDF	8,980,103	5,178,558	9,500,000	5,000,000	4,000,000

**Town of Gilbert - Revenue Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Water Resources SDF	7,354,191	4,457,932	5,000,000	4,000,000	3,500,000
Neely Wastewater SDF	120,743	53,281	505,000	25,000	10,000
Greenfield Wastewater SDF	5,591,118	3,148,426	3,050,000	2,550,000	2,050,000
Total Development Fees	61,385,091	32,565,615	35,606,010	24,165,000	19,150,000
TOTAL SPECIAL REVENUE FUNDS	\$ 68,582,253	\$ 48,280,160	\$ 81,838,940	\$ 37,408,000	\$ 67,925,190
OTHER FUNDING SOURCES					
CIP Administration	1,921,393	2,078,241	2,834,130	2,887,090	3,685,310
CIP Contingency	-	-	100,000,000	-	100,000,000
GO Bond Proceeds	472,123	202,212,478	-	-	200,000,000
Outside Sources	11,853,113	13,771,558	8,811,000	328,000	7,949,000
Prop 400 - MAG	20,369,855	15,103,333	12,890,000	50,000	9,552,000
MPC - Public Facilities	5,226	630	-	-	-
MPC - Water System	19,475	501,463,124	19,282,000	10,000,000	12,835,000
MPC - Wastewater System	7,784	7	-	-	-
TOTAL OTHER FUNDING SOURCES	\$ 34,648,969	\$ 734,629,371	\$ 143,817,130	\$ 13,265,090	\$ 334,021,310
DEBT SERVICE					
General Obligation Debt	25,991,578	27,724,074	29,625,000	29,625,000	31,625,000
Improvement Districts	619,342	1,368,654	3,751,410	581,410	2,542,100
Revenue Obligations	16,282	13,894	10,000	10,000	10,000
TOTAL DEBT SERVICE	\$ 26,627,202	\$ 29,106,622	\$ 33,386,410	\$ 30,216,410	\$ 34,177,100
GRAND TOTAL REVENUE	\$ 536,682,183	\$ 1,238,190,083	\$ 690,213,370	\$ 545,336,190	\$ 940,326,490

**Town of Gilbert - Expense Summary
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
GENERAL FUND					
Mayor & Council	733,281	732,067	807,340	848,607	875,450
Town Manager	1,930,554	2,650,983	3,107,410	2,936,678	3,264,740
Digital Government	1,688,177	1,546,152	1,983,470	1,498,120	1,863,590
Intergovernmental	416,438	431,133	449,470	469,155	464,020
Economic Development	1,973,770	2,275,588	3,435,710	3,037,459	3,350,120
Information Technology	12,556,207	13,720,906	22,666,160	20,080,885	25,902,360
Human Resources	2,715,220	2,731,907	3,014,780	3,063,774	3,533,090
Management & Budget	683,792	745,322	845,410	872,306	843,980
Town Clerk	669,229	914,726	978,940	943,922	756,050
Legal	3,737,904	4,165,956	4,340,640	4,623,379	4,958,360
Finance & Mgmt Svcs	2,978,905	3,135,197	3,596,550	3,630,041	4,363,840
Municipal Court	3,463,958	3,684,598	3,729,200	4,089,131	3,852,750
Development Svcs	7,909,844	8,046,482	9,014,380	9,078,756	9,217,940
Police	71,408,214	61,489,091	67,747,950	74,398,856	77,631,930
Fire	36,772,368	40,868,885	46,260,910	47,279,092	46,249,940
Parks & Recreation	22,107,197	24,038,074	28,993,620	27,475,090	36,226,230
Public Works	576,791	786,435	1,553,030	1,099,484	1,686,660
Non-Departmental	21,468,459	8,451,461	26,825,950	8,193,614	32,583,950
Contingency/Reserves	-	-	15,000,000	4,000,000	15,000,000
TOTAL GENERAL FUND	\$ 193,790,308	\$ 180,414,963	\$ 244,350,920	\$ 217,618,349	\$ 272,625,000
STREETS					
Roadway & Maintenance	7,172,921	6,524,595	7,955,880	6,973,256	8,439,290
HURF	14,679,689	15,443,853	20,233,620	19,574,580	21,289,520
TOTAL STREETS	\$ 21,852,610	\$ 21,968,448	\$ 28,189,500	\$ 26,547,836	\$ 29,728,810
ENTERPRISE OPERATIONS					
Water	28,623,872	30,704,500	40,237,610	34,547,908	45,867,900
Wastewater	16,086,161	19,530,029	23,081,530	21,563,191	24,791,980
Solid Waste - Residential	15,154,767	16,086,872	19,308,890	18,597,645	21,258,260
Solid Waste - Commercial	2,298,007	2,489,481	3,130,540	2,955,327	3,289,940
Environmental Compliance	1,939,086	1,906,368	2,448,490	2,224,984	3,454,540
TOTAL ENTERPRISE	\$ 64,101,893	\$ 70,717,250	\$ 88,207,060	\$ 79,889,055	\$ 98,662,620
INTERNAL SERVICES	30,246,846	38,519,838	41,639,060	41,015,466	42,842,770
REPAIR & REPLACEMENT FUNDS					
General	3,943,715	1,731,341	12,018,450	5,552,210	11,261,960
Streets	358,541	272,153	682,890	189,530	907,860
Ambulance Service	-	-	530,000	-	892,000
Water	438,968	23,312	2,974,070	174,070	2,964,500
Wastewater	659,042	1,043,753	5,007,300	2,586,570	4,093,220
Solid Waste - Residential	2,477,517	2,041,119	3,788,690	276,690	4,664,500
Solid Waste - Commercial	285,749	-	890,000	50,000	924,010
Environmental Compliance	741,364	18,680	500,000	500,000	500,000
Fleet	79,102	94,438	511,700	102,700	409,000
TOTAL REPAIR & REPLACEMENT	\$ 8,983,998	\$ 5,224,796	\$ 26,903,100	\$ 9,431,770	\$ 26,617,050

**Town of Gilbert - Expense Summary
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
SPECIAL REVENUE FUNDS					
Miscellaneous Grants	884,224	687,874	5,310,370	685,790	6,381,140
CDBG/HOME	1,175,806	1,229,687	1,779,970	1,057,446	1,919,890
Maintenance Districts	2,679,736	2,766,293	3,240,140	3,043,936	3,255,980
Police Impound	139,287	137,710	193,470	185,058	209,960
Ambulance Service	2,798,095	4,005,970	5,042,590	5,049,206	6,027,380
Other Special Revenue	1,296,093	804,690	3,008,500	1,951,293	3,279,160
Development Fees	1,622,110	461,248	766,760	766,760	1,412,060
TOTAL SPECIAL REVENUE FUNDS	\$ 10,595,351	\$ 10,093,472	\$ 19,341,800	\$ 12,739,489	\$ 22,485,570
OTHER FUNDING SOURCES					
CIP Administration	1,895,400	2,078,241	2,834,130	2,887,090	3,685,310
CIP Contingency	-	-	100,000,000	-	100,000,000
GO Bond Proceeds	-	661,938	-	-	-
MPC - Water System	15,423,209	22,702,077	496,687,840	21,340,696	541,048,781
MPC - Wastewater System	502,279	-	-	-	-
TOTAL OTHER FUNDING SOURCES	\$ 17,820,888	\$ 25,442,256	\$ 599,521,970	\$ 24,227,786	\$ 644,734,091
CAPITAL IMPROVEMENT FUNDS					
Redevelopment	2,071,989	11,908,354	27,844,510	1,041,950	86,965,980
Streets	45,086,629	22,575,006	246,780,870	19,779,437	361,556,050
Traffic Signals	3,033,101	3,839,062	14,383,330	1,165,446	28,171,640
Parks	6,943,478	2,403,439	21,041,500	2,314,309	74,535,960
Municipal Facilities	26,610,181	15,147,836	66,151,730	9,485,399	83,454,570
Water	13,353,841	17,030,318	75,076,960	5,568,151	92,533,789
Wastewater	13,579,330	17,448,379	94,567,840	12,378,495	90,676,260
Storm Water	-	382,219	8,009,820	55,770	4,918,020
TOTAL CAPITAL IMPROVEMENT	\$ 110,678,549	\$ 90,734,613	\$ 553,856,560	\$ 51,788,957	\$ 822,812,269
DEBT SERVICE					
General Obligation Debt	25,887,038	27,187,538	29,600,540	29,600,540	31,125,960
Improvement Districts	733,623	1,360,444	3,786,410	573,200	2,642,600
MPC - Public Facilities	16,816,275	7,013,650	7,018,290	7,018,290	7,023,250
MPC - Water System	9,819,813	11,032,456	22,535,820	22,535,820	42,309,850
MPC - Wastewater System	3,620,500	3,624,750	3,627,000	3,627,000	3,625,250
Revenue Obligations	2,258,956	2,260,456	2,263,710	2,263,710	2,266,210
TOTAL DEBT SERVICE	\$ 59,136,205	\$ 52,479,294	\$ 68,831,770	\$ 65,618,560	\$ 88,993,120
GRAND TOTAL EXPENSES	\$ 517,206,648	\$ 495,594,930	\$ 1,670,841,740	\$ 528,877,268	\$ 2,049,501,300

**Town of Gilbert - Expense Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
GENERAL FUND					
Mayor & Council	713,251	702,395	765,240	814,447	823,830
Boards & Commissions	20,030	29,672	42,100	34,160	51,620
Town Manager	1,468,456	1,752,153	1,832,910	1,969,346	2,147,580
Community Resources	-	513,830	698,140	703,426	810,260
Emergency Mgmt & Safety	462,098	385,000	576,360	263,906	306,900
Digital Government	1,688,177	1,546,152	1,983,470	1,498,120	1,863,590
Intergovernmental	416,438	431,133	449,470	469,155	464,020
Economic Development					
Economic Development Admin	1,460,251	1,618,133	2,502,740	2,105,522	2,534,520
Tourism	479,227	564,881	746,970	855,937	638,600
Redevelopment	34,292	92,574	186,000	76,000	177,000
Total Economic Development	1,973,770	2,275,588	3,435,710	3,037,459	3,350,120
Information Technology					
Information Technology Admin	604,071	1,143,737	1,186,300	1,352,162	1,438,970
Applications Support	4,984,918	4,672,155	7,099,380	6,255,009	7,441,120
Desktop Support	1,841,880	2,597,426	6,669,600	5,991,202	9,093,840
Infrastructure	4,120,484	3,810,241	5,248,620	4,129,635	5,381,750
GIS	1,004,854	1,053,648	1,262,080	1,255,216	1,184,880
IT Security	-	443,699	1,200,180	1,097,661	1,361,800
Total Information Technology	12,556,207	13,720,906	22,666,160	20,080,885	25,902,360
Human Resources					
HR Administration	2,107,076	2,148,714	2,421,980	2,564,257	2,829,940
Learning & Development	608,144	583,193	592,800	499,517	561,580
Safety	-	-	-	-	141,570
Total Human Resources	2,715,220	2,731,907	3,014,780	3,063,774	3,533,090
Management & Budget	683,792	745,322	845,410	872,306	843,980
Town Clerk	669,229	914,726	978,940	943,922	756,050
Legal					
General Counsel	1,528,578	1,821,870	1,763,610	1,850,643	2,112,610
Town Prosecutor	2,209,326	2,344,086	2,577,030	2,772,736	2,845,750
Total Legal	3,737,904	4,165,956	4,340,640	4,623,379	4,958,360
Finance & Mgmt Svcs					
Finance & Mgmt Svcs Admin	225,921	235,863	249,610	266,232	261,900
Accounting	1,485,857	1,571,127	1,670,350	1,684,012	2,098,240
Purchasing	690,182	694,762	698,950	775,887	762,150
Tax Compliance	576,945	633,445	977,640	903,910	1,241,550
Total Finance & Mgmt Svcs	2,978,905	3,135,197	3,596,550	3,630,041	4,363,840
Municipal Court	3,463,958	3,684,598	3,729,200	4,089,131	3,852,750
Development Svcs					
Development Svcs Admin	349,750	358,720	371,220	385,120	367,780
Permits & Licensing	934,562	962,850	783,930	950,698	795,830
Plan Review & Inspection Admin	262,437	274,345	298,080	310,252	306,240

**Town of Gilbert - Expense Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Building	1,661,051	1,744,784	2,020,090	1,834,164	1,983,990
Engineering	1,327,291	1,702,947	1,771,920	1,918,861	2,031,730
Code	612,727	621,489	665,970	750,744	675,710
Planning	325,328	4,870	1,330	1,330	-
Fire	364,045	290,432	309,180	322,846	322,670
Planning & Development	1,173,073	1,118,210	1,535,200	1,397,735	1,446,550
Transportation Planning	341,099	381,973	459,890	439,187	466,120
Development Engineering	558,481	585,862	797,570	767,819	821,320
Total Development Svcs	7,909,844	8,046,482	9,014,380	9,078,756	9,217,940
Police					
Police Admin	13,838,822	842,379	863,660	940,544	1,005,130
Support Svcs Admin	1,763,911	2,053,757	2,387,240	2,340,588	6,387,370
Communication	3,579,856	3,601,722	4,520,810	5,468,702	5,650,760
Hiring	742,361	916,633	1,681,340	1,339,026	1,269,790
Planning & Research	314,041	328,607	341,200	376,760	350,560
Public Affairs	317,671	327,085	331,910	369,758	347,380
Counseling Svcs	947,161	966,096	1,097,520	1,066,032	1,056,890
Crime Prevention	166,080	139,451	175,330	163,719	156,930
Property & Evidence	806,729	681,676	849,950	861,297	786,970
Records	1,255,417	1,299,505	1,811,850	1,593,331	1,933,750
Volunteer Services	97,640	103,645	109,140	112,163	109,000
Redaction	87,155	88,533	91,100	99,946	166,300
Peer Support Unit	-	560	592,630	643,393	840,580
Office Professional Stds Admin	707,833	786,762	567,160	615,233	632,760
Internal Affairs	486,242	475,769	456,170	450,309	476,210
Training	4,333,910	5,474,639	2,752,430	6,404,027	3,149,870
Patrol Administration	2,083,809	2,158,927	2,330,100	2,561,167	2,454,800
Patrol	20,388,009	21,101,437	22,527,530	23,315,032	24,405,010
Civilian Patrol	394,781	485,982	587,040	591,671	616,880
Detention	1,086,235	1,275,886	1,366,060	1,584,329	1,684,170
Teleserve	724,347	648,693	734,140	665,563	709,670
Bike Unit	1,095,333	918,414	1,004,730	1,104,405	1,096,640
Crisis Response Team	-	-	926,230	687,170	770,310
Investigations Admin	597,389	919,704	1,120,670	1,185,140	1,226,290
Special Assignment Unit	1,390,037	1,408,972	1,175,980	1,353,753	1,268,340
Financial Crimes Unit	1,406,482	1,476,687	1,108,450	999,831	982,660
Family Violence Unit	963,643	1,033,729	1,222,600	1,344,080	1,230,540
Special Victims Unit	1,521,380	1,506,328	1,661,970	1,812,650	1,777,950
Violent Crimes Unit	834,031	884,376	1,108,500	1,055,549	1,091,870
Property Crimes	1,215,316	1,171,151	1,397,640	1,354,388	1,535,450
Crime Scene Unit	712,565	841,568	1,283,050	1,537,828	1,455,460
Intel Unit	921,137	940,958	1,212,840	1,059,539	1,254,300
Drug Unit	32,126	62,549	663,320	827,059	987,410
Forensics Unit	-	2,363	841,190	1,117,552	1,087,860
SWAT	349,814	334,455	316,400	378,898	575,220
Crime Suppression Team	1,251,389	1,169,183	932,270	1,030,752	1,042,090
K-9 Unit	564,599	599,310	558,150	546,377	626,590
School Resource	1,610,881	1,841,399	2,076,040	2,354,816	2,301,420

**Town of Gilbert - Expense Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Traffic Unit	2,820,082	2,620,201	2,963,610	3,086,479	3,130,750
Total Police	71,408,214	61,489,091	67,747,950	74,398,856	77,631,930
Fire					
Fire Admin	3,131,458	1,209,109	3,498,970	3,336,950	1,936,290
Fire Training	952,761	1,202,361	1,094,810	1,226,498	1,229,490
Operations	27,887,548	30,812,030	36,385,940	36,831,088	36,148,850
Resource	3,479,052	6,544,270	3,962,710	4,543,525	5,431,840
Community	472,503	411,537	567,390	469,107	539,810
Prevention	849,046	689,578	751,090	871,924	963,660
Total Fire	36,772,368	40,868,885	46,260,910	47,279,092	46,249,940
Parks & Recreation					
Parks Admin	1,492,819	1,524,495	1,955,390	1,847,883	1,948,890
Parks & Open Space Admin	3,398,355	3,358,657	4,232,740	3,832,819	4,774,230
Freestone	500,356	467,836	728,560	662,622	750,040
Crossroads	335,892	339,648	392,560	363,284	546,560
McQueen	315,023	326,512	406,590	400,095	585,390
Discovery	203,910	318,375	238,110	245,382	334,670
Desert Sky	133,767	166,033	194,070	237,275	302,880
Gilbert Regional	316,057	514,005	819,070	621,485	1,175,840
Riparian Preserve	334,809	335,391	433,800	511,497	670,880
Cosmo Dog	184,243	149,599	226,190	159,838	291,090
Hetchler	120,735	105,163	115,490	115,490	141,120
Heritage District	77,508	69,224	66,560	69,400	71,350
Water Tower	18,345	118,119	48,840	49,637	79,830
Nichols	42,372	34,055	50,100	44,256	59,540
Cactus Yards	1,931,200	2,113,814	2,284,370	2,262,470	2,864,250
Zanjero	13,669	19,717	33,270	35,920	37,510
Cemetery	5,991	6,245	7,000	7,468	7,000
Neighborhood/Community Parks	265,026	244,891	224,300	246,380	389,860
Trails, Washes & Other	172,705	217,039	310,050	401,700	466,590
Mesquite Pool	254,945	320,685	333,490	298,428	360,530
Greenfield Pool	238,578	246,021	291,890	257,159	322,240
Perry Pool	192,944	205,661	273,040	209,514	303,400
Williams Field Pool	217,526	217,779	285,280	218,108	309,370
Freestone Recreation Center	1,240,924	1,295,780	1,549,700	1,530,794	1,949,710
McQueen Activity Center	559,178	692,680	724,950	637,393	914,180
Community Center	422,683	520,142	531,350	557,910	686,670
Adult Sports	154,044	184,446	287,260	197,889	-
Youth Sports	23,752	17,632	34,810	19,834	-
Adaptive Recreation Program	61,455	72,903	80,430	80,213	280,210
Special Events	859,105	1,080,783	1,157,410	1,183,087	1,287,020
Adult and Youth Sports	-	-	-	-	234,210
Outdoor Recreation	-	-	-	-	50,000
Southeast Regional Library	2,596,222	2,773,049	3,178,020	3,148,431	3,427,470
Perry Branch Library	895,118	834,574	1,167,270	1,167,423	1,167,270
Facilities Admin	1,227,064	1,527,203	1,968,210	2,037,104	2,661,090
Municipal Building I	297,591	151,524	377,780	280,150	425,540

**Town of Gilbert - Expense Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Municipal Building II	195,514	205,745	260,550	276,200	579,640
Public Safety Center	1,710,639	1,366,856	1,061,180	987,090	1,623,830
Public Works Facility	198,917	163,076	460,700	205,850	552,090
South Area Service Center	382,768	682,049	348,650	574,695	1,144,600
Radio Maintenance Facility	24,571	35,247	17,720	19,400	31,580
Heritage Annex	28,336	23,995	25,420	33,420	34,050
University Building	391,631	424,408	772,000	431,420	1,152,960
Public Safety Training Facility	70,910	555,999	1,039,450	1,008,677	1,231,050
Neely Facility	-	11,019	-	-	-
Total Parks and Recreation	22,107,197	24,038,074	28,993,620	27,475,090	36,226,230
Public Works					
Engineering	140,145	181,481	833,940	357,819	951,450
Traffic	436,646	604,954	719,090	741,665	735,210
Total Public Works	576,791	786,435	1,553,030	1,099,484	1,686,660
Non-Departmental					
Phoenix Mesa Gateway Airport	350,000	350,000	350,000	350,000	350,000
Outside Agencies	16,146,404	-	356,070	-	446,210
Other	4,972,055	8,101,461	26,119,880	7,843,614	31,787,740
Contingency	-	-	10,000,000	4,000,000	10,000,000
ED Reserve	-	-	5,000,000	-	5,000,000
Total Non-Departmental	21,468,459	8,451,461	41,825,950	12,193,614	47,583,950
TOTAL GENERAL FUND	\$ 193,790,308	\$ 180,414,963	\$ 244,350,920	\$ 217,618,349	\$ 272,625,000
STREETS					
Roadway & Maintenance					
Roadway & Maint Admin	7,172,921	6,524,595	6,876,780	6,873,256	7,360,290
Alternate Transportation	-	-	5,000	-	5,000
Non-Departmental					
Other	-	-	174,100	-	174,000
Contingency	-	-	900,000	100,000	900,000
Total Non-Departmental	-	-	1,074,100	100,000	1,074,000
Total Roadway & Maintenance	7,172,921	6,524,595	7,955,880	6,973,256	8,439,290
HURF					
Administration	558,434	655,125	712,570	749,697	710,950
Public Works Admin	110,914	150,263	168,980	168,980	167,780
Utility Locates	64,145	114,503	129,040	129,040	133,910
Asphalt Patching	588,168	666,512	622,660	680,902	723,070
Crack Sealing	534,173	537,420	822,990	779,036	1,243,550
Fog Sealing	679,525	1,056,545	1,385,900	1,403,974	1,406,140
Hazard Response	227,800	208,973	232,770	269,276	221,070
Preventive Maintenance	441,738	461,893	821,740	846,350	652,620
Street Lighting	4,482,230	4,413,462	5,250,080	5,267,977	4,597,290
Traffic Signal Maintenance	1,437,707	1,501,714	1,960,930	1,988,604	2,882,860
Street Marking	526,000	546,090	665,340	675,026	643,050
Street Signs	555,462	579,192	658,630	686,642	776,120

**Town of Gilbert - Expense Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Traffic Operations Center	857,894	978,433	1,523,900	1,567,052	1,509,640
Landscape Maintenance	1,998,484	2,279,106	2,306,440	2,344,453	2,414,790
Concrete Repair	1,311,434	991,983	1,640,270	1,642,045	1,813,580
Shoulder Maintenance	235,358	221,843	255,580	263,786	263,360
Non-Departmental					
Other	70,223	80,796	575,800	111,740	629,740
Contingency	-	-	500,000	-	500,000
Total Non-Departmental	70,223	80,796	1,075,800	111,740	1,129,740
Total HURF	14,679,689	15,443,853	20,233,620	19,574,580	21,289,520
TOTAL STREETS	\$ 21,852,610	\$ 21,968,448	\$ 28,189,500	\$ 26,547,836	\$ 29,728,810
WATER					
Water Admin	577,928	478,109	516,215	529,591	596,970
Public Works Admin	345,021	325,429	342,265	384,232	368,570
Utilities	723,837	836,245	752,540	997,303	909,160
Utility Locates	322,274	305,341	394,105	321,967	357,090
North Water Treatment Plant	4,344,162	4,975,613	6,183,120	4,966,415	6,483,180
Santan Vista Treatment Plant	4,091,781	4,552,520	4,913,180	5,197,829	5,419,340
Well Production	3,824,273	3,638,715	4,888,940	4,587,797	4,909,950
SCADA Field Operations	864,145	794,416	1,062,195	1,063,267	1,061,990
Water Resources	5,428,299	6,351,705	8,011,840	6,749,117	9,572,600
Conservation	413,695	440,627	664,380	600,531	846,520
Metering	3,966,596	3,926,177	4,198,210	4,213,609	6,827,810
Distribution	2,411,486	2,706,756	3,249,980	3,193,852	3,193,140
Water Quality	886,200	913,522	886,020	980,949	1,052,900
Backflow	212,740	254,156	225,710	227,773	226,520
Non-Departmental					
Other	211,435	205,169	1,448,910	333,676	1,542,160
Contingency	-	-	2,500,000	200,000	2,500,000
Total Non-Departmental	211,435	205,169	3,948,910	533,676	4,042,160
TOTAL WATER FUND	\$ 28,623,872	\$ 30,704,500	\$ 40,237,610	\$ 34,547,908	\$ 45,867,900
WASTEWATER					
Wastewater Admin	301,012	440,766	743,820	588,700	777,650
Public Works Admin	133,371	182,892	191,530	191,530	195,630
Utilities	693,082	799,567	728,970	728,970	871,760
Utility Locates	320,727	305,341	344,110	344,110	357,090
Lift Stations	1,883,921	1,843,264	2,147,580	2,139,102	1,777,250
Gravity Systems	2,482,973	2,689,816	3,471,230	3,573,737	3,234,050
Neely Treatment Facility	4,308,405	6,211,220	5,252,880	5,289,395	5,862,170
Greenfield Treatment Plant	2,921,846	4,126,625	4,328,650	4,328,650	5,675,810
Effluent Reuse	1,470,790	1,535,189	1,584,230	1,965,058	1,774,840
Effluent Recharge	904,930	741,066	875,920	979,871	900,640
Wastewater Quality	586,181	573,372	867,640	765,618	789,440
Non-Departmental					
Other	78,923	80,911	544,970	168,450	575,650
Contingency	-	-	2,000,000	500,000	2,000,000

**Town of Gilbert - Expense Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Total Non-Departmental	78,923	80,911	2,544,970	668,450	2,575,650
TOTAL WASTEWATER FUND	\$ 16,086,161	\$ 19,530,029	\$ 23,081,530	\$ 21,563,191	\$ 24,791,980
SOLID WASTE - RESIDENTIAL					
Administration	594,163	708,860	945,110	865,177	1,142,960
Public Works Admin	108,934	157,991	163,020	163,020	168,900
Utilities	687,508	792,232	716,360	716,360	861,030
Residential Collections	7,541,495	8,328,912	8,063,230	9,432,411	9,158,570
Uncontained Collections	2,552,612	2,607,311	3,113,530	2,877,252	3,267,360
Recycling	2,898,907	2,659,652	3,584,940	3,605,582	4,018,760
Environmental Programs	649,354	697,282	702,840	719,843	826,400
Non-Departmental					
Other	121,794	134,632	819,860	168,000	814,280
Contingency	-	-	1,200,000	50,000	1,000,000
Total Non-Departmental	121,794	134,632	2,019,860	218,000	1,814,280
TOTAL SOLID WASTE RESIDENTIAL	\$ 15,154,767	\$ 16,086,872	\$ 19,308,890	\$ 18,597,645	\$ 21,258,260
SOLID WASTE - COMMERCIAL					
Administration	52,072	36,641	44,100	33,130	46,380
Public Works Admin	18,018	24,042	26,450	26,450	26,070
Utilities	8,517	7,335	6,810	6,810	9,610
Commercial Collections	1,348,107	1,609,636	1,691,710	1,895,258	1,849,430
Rolloffs	853,170	791,325	991,460	971,049	993,960
Non-Departmental					
Other	18,123	20,502	120,010	22,630	114,490
Contingency	-	-	250,000	-	250,000
Total Non-Departmental	18,123	20,502	370,010	22,630	364,490
TOTAL SOLID WASTE COMMERCIAL	\$ 2,298,007	\$ 2,489,481	\$ 3,130,540	\$ 2,955,327	\$ 3,289,940
ENVIRONMENTAL COMPLIANCE					
Administration	70	-	-	-	-
Public Works Admin	13,726	18,032	20,610	20,610	22,220
Utilities	7,309	9,780	7,980	7,980	9,530
Utility Locates	7,128	38,168	43,020	43,020	44,630
Street Cleaning	898,972	953,113	923,630	968,714	957,070
Storm Water	995,670	869,029	1,097,680	1,108,724	2,046,710
Non-Departmental					
Other	16,211	18,246	105,570	25,936	124,380
Contingency	-	-	250,000	50,000	250,000
Total Non-Departmental	16,211	18,246	355,570	75,936	374,380
TOTAL ENV COMPLIANCE	\$ 1,939,086	\$ 1,906,368	\$ 2,448,490	\$ 2,224,984	\$ 3,454,540
INTERNAL SERVICES					
Fleet Shop Operations	7,683,086	9,233,064	9,623,200	10,343,662	11,089,160
Health Self-Insurance Trust	20,501,107	25,234,697	22,973,840	22,123,955	22,674,470

**Town of Gilbert - Expense Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Dental Self-Insurance Trust	1,221,441	1,393,770	1,570,000	1,570,000	1,520,000
Workers' Compensation	841,212	2,658,307	3,123,530	2,684,077	3,201,450
General Liability	-	-	4,348,490	4,293,772	4,357,690
TOTAL INTERNAL SERVICES	\$ 30,246,846	\$ 38,519,838	\$ 41,639,060	\$ 41,015,466	\$ 42,842,770
REPAIR & REPLACEMENT FUNDS					
General	3,943,715	1,731,341	12,018,450	5,552,210	11,261,960
Streets	358,541	272,153	682,890	189,530	907,860
Ambulance Transport	-	-	530,000	-	892,000
Water	438,968	23,312	2,974,070	174,070	2,964,500
Wastewater	659,042	1,043,753	5,007,300	2,586,570	4,093,220
Solid Waste - Residential	2,477,517	2,041,119	3,788,690	276,690	4,664,500
Solid Waste - Commercial	285,749	-	890,000	50,000	924,010
Environmental Compliance	741,364	18,680	500,000	500,000	500,000
Fleet	79,102	94,438	511,700	102,700	409,000
TOTAL REPAIR & REPLACEMENT	\$ 8,983,998	\$ 5,224,796	\$ 26,903,100	\$ 9,431,770	\$ 26,617,050
SPECIAL REVENUE FUNDS					
Miscellaneous Grants	884,224	687,874	5,310,370	685,790	6,381,140
CDBG/HOME	1,175,806	1,229,687	1,779,970	1,057,446	1,919,890
Street Light Improvement	1,823,122	1,884,168	1,923,700	1,923,700	2,016,400
Parkway Improvement	856,614	882,125	1,316,440	1,120,236	1,239,580
Police Impound	139,287	137,710	193,470	185,058	209,960
Ambulance Services	2,798,095	4,005,970	5,042,590	5,049,206	6,027,380
Other Special Revenue	1,296,093	804,690	3,008,500	1,951,293	3,279,160
Traffic Signal SDF	930,533	-	-	-	-
Police SDF	667,037	454,115	766,760	766,760	242,060
Fire SDF	3,662	-	-	-	1,170,000
Parks & Recreation SDF	3,662	-	-	-	-
General Government SDF	3,662	-	-	-	-
Roads SDF	3,662	-	-	-	-
Water SDF	4,583	7,133	-	-	-
Water Resources SDF	1,647	-	-	-	-
Neely Wastewater SDF	73	-	-	-	-
Greenfield Wastewater SDF	3,589	-	-	-	-
TOTAL SPECIAL REVENUE FUNDS	\$ 10,595,351	\$ 10,093,472	\$ 19,341,800	\$ 12,739,489	\$ 22,485,570
OTHER FUNDING SOURCES					
CIP Administration	1,895,400	2,078,241	2,834,130	2,887,090	3,685,310
CIP Contingency	-	-	100,000,000	-	100,000,000
GO Bond Proceeds	-	661,938	-	-	-
MPC - Water System	15,423,209	22,702,077	496,687,840	21,340,696	541,048,781
MPC - Wastewater System	502,279	-	-	-	-
TOTAL OTHER FUNDING SOURCES	\$ 17,820,888	\$ 25,442,256	\$ 599,521,970	\$ 24,227,786	\$ 644,734,091
CAPITAL IMPROVEMENT FUNDS					
Redevelopment	2,071,989	11,908,354	27,844,510	1,041,950	86,965,980
Streets	45,086,629	22,575,006	246,780,870	19,779,437	361,556,050
Traffic Signals	3,033,101	3,839,062	14,383,330	1,165,446	28,171,640

**Town of Gilbert - Expense Detail
Fiscal Year 2023-2024**

	Actual FY 2021	Actual FY 2022	Budget FY 2023	Projected FY 2023	Budget FY 2024
Parks	6,943,478	2,403,439	21,041,500	2,314,309	74,535,960
Municipal Facilities	26,610,181	15,147,836	66,151,730	9,485,399	83,454,570
Water	13,353,841	17,030,318	75,076,960	5,568,151	92,533,789
Wastewater	13,579,330	17,448,379	94,567,840	12,378,495	90,676,260
Storm Water	-	382,219	8,009,820	55,770	4,918,020
TOTAL CAPITAL IMPROVEMENT	\$ 110,678,549	\$ 90,734,613	\$ 553,856,560	\$ 51,788,957	\$ 822,812,269
DEBT SERVICE					
General Obligation Debt	25,887,038	27,187,538	29,600,540	29,600,540	31,125,960
Improvement Districts	733,623	1,360,444	3,786,410	573,200	2,642,600
MPC - Public Facilities	16,816,275	7,013,650	7,018,290	7,018,290	7,023,250
MPC - Water System	9,819,813	11,032,456	22,535,820	22,535,820	42,309,850
MPC - Wastewater System	3,620,500	3,624,750	3,627,000	3,627,000	3,625,250
Revenue Obligations	2,258,956	2,260,456	2,263,710	2,263,710	2,266,210
TOTAL DEBT SERVICE	\$ 59,136,205	\$ 52,479,294	\$ 68,831,770	\$ 65,618,560	\$ 88,993,120
GRAND TOTAL EXPENSES	\$ 517,206,648	\$ 495,594,930	\$ 1,670,841,740	\$ 528,877,268	\$ 2,049,501,300

FY 2024 New Position Summary

# of Positions	Department	Budget Impact	FTE or LTA
Town Manager			
1.00	Emergency Management Analyst	114,240	LTA
1.00	Total Town Manager	\$ 114,240	
Economic Development			
1.00	Project Manager Sr	148,290	FTE
1.00	Total Economic Development	\$ 148,290	
Information Technology			
1.00	Audio/Visual Technician	78,200	FTE
1.00	Information Security Analyst	172,060	FTE
1.00	IT Project Manager	126,610	LTA
3.00	Total Information Technology	\$ 376,870	
Human Resources			
0.25	Receptionist (1 FTE to a 0.75 and a 0.5 position)	24,970	FTE
1.00	People Team Strategies Manager	156,730	FTE
1.00	People Team Specialist	75,410	LTA
2.25	Total Human Resources	\$ 257,110	
General Counsel			
1.00	Assistant Town Attorney	167,870	FTE
1.00	Total General Counsel	\$ 167,870	
Prosecutor			
2.00	Body Worn Camera Specialist	146,840	FTE
2.00	Total Prosecutor	\$ 146,840	
Finance & Management Services			
1.00	Data Compliance Analyst	121,620	FTE
1.00	HRIS Analyst	108,420	LTA
2.00	Total Finance & Management Services	\$ 230,040	
Police			
1.00	Police Sergeant (Drug Enforcement Unit)	142,600	FTE
1.00	Police Records Shift Supervisor	84,430	FTE
1.00	Forensic Services Supervisor (Crime Scene Unit)	139,540	FTE
1.00	Detention Facility Supervisor	88,640	FTE
1.00	Detention Transport Officer	81,200	FTE
1.00	Police Sergeant (Training)	142,600	FTE
1.00	Body Worn Camera Coordinator	70,290	FTE
2.00	Victim Advocate	169,910	LTA
9.00	Total Police	\$ 919,210	

FY 2024 New Position Summary

# of Positions	Department	Budget Impact	FTE or LTA
Fire			
1.00	Administrative Assistant	68,760	LTA
1.00	Fire Captain (Fire Operations)	148,360	FTE
1.00	EMS Inventory Analyst	121,630	FTE
1.00	Resource Specialist	68,230	FTE
1.00	Fire Inspector-Lead	96,680	FTE
0.48	Administrative Assistant	30,490	LTA
5.48	Total Fire	\$ 534,150	
Ambulance Transport			
1.00	Ambulance Billing Specialist	68,200	FTE
3.00	Paramedics	335,550	FTE
4.00	Total Ambulance Transport	\$ 403,750	
Parks and Recreation			
1.00	Recreation Specialist (Riparian)	67,800	LTA
0.75	Recreation Leader Senior	48,560	FTE
1.00	Recreation Coordinator	93,630	FTE
1.50	Grounds Maintenance (Seasonal)	54,120	FTE
1.00	Maintenance Coordinator	76,880	FTE
5.25	Total Parks and Recreation	\$ 340,990	
Capital Project Administration			
2.00	Senior Project Manager	283,320	FTE
2.00	Total Capital Project Administration	\$ 283,320	
Water			
1.00	Water Conservation Coordinator	120,580	FTE
1.00	Total Water	\$ 120,580	
Environmental Compliance			
1.00	Storm Water Utility Worker	77,000	FTE
1.00	Storm Water Utility Worker Senior	71,540	FTE
1.00	Utility Supervisor	116,790	FTE
3.00	Total Environmental Compliance	\$ 265,330	
Fleet			
1.00	Fleet Service Aide	53,100	FTE
1.00	Total Fleet	\$ 53,100	
Health Trust			
1.00	Wellness Coordinator (Changed from LTA to FTE)	119,480	FTE
1.00	Total Health Trust	\$ 119,480	
35.50	Total FTE	\$ 3,719,530	
8.48	Total LTA	\$ 761,640	
43.98	Total All Departments	\$ 4,481,170	

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
GENERAL FUND					
Mayor and Council					
Mayor's Aide	1.00	1.00	1.00	1.00	1.00
Council Aide	1.00	1.00	1.00	1.00	1.00
Total Mayor and Council	2.00	2.00	2.00	2.00	2.00
Manager					
Town Manager	1.00	1.00	1.00	1.00	1.00
Assistant Town Manager	3.00	3.00	3.00	3.00	3.00
Chief Performance Officer	0.00	1.00	1.00	1.00	1.00
Community Resources Program Supervisor	0.35	0.00	0.00	0.00	0.00
Assistant to Town Manager	2.00	1.00	1.00	2.00	2.00
Performance and Data Strategist	0.00	0.00	1.00	1.00	1.00
Volunteer and Community Resource Manager	1.00	0.00	0.00	0.00	0.00
Executive Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Intern	0.00	0.00	0.50	0.50	0.50
Total Manager	8.35	7.00	8.50	9.50	9.50
Community Resources					
Community Resources Program Supervisor	0.00	0.35	0.35	0.35	0.35
Volunteer and Community Resource Manager	0.00	1.00	1.00	1.00	1.00
Total Community Resources	0.00	1.35	1.35	1.35	1.35
Emergency Operations					
Emergency Management Coordinator	1.00	1.00	1.00	1.00	1.00
Health and Safety Analyst	1.00	0.00	0.00	0.00	0.00
Total Emergency Operations	2.00	1.00	1.00	1.00	1.00
Safety					
Town Safety Coordinator	0.00	1.00	1.00	0.00	0.00
Safety Manager	0.00	1.00	1.00	1.00	0.00
Total Safety	0.00	2.00	2.00	1.00	0.00
Digital Government					
Digital Communications Strategist	3.00	3.00	3.00	3.00	3.00
Chief Digital Officer	1.00	1.00	1.00	1.00	1.00
Digital Media & Marketing Deputy Director	1.00	1.00	1.00	1.00	1.00
Digital Media and Marketing Officer	2.00	2.00	2.00	1.00	1.00
Digital Media and Marketing Officer Senior	1.00	1.00	1.00	1.00	1.00
Data Content Strategist	1.00	1.00	1.00	1.00	1.00
Digital Engagement Coordinator	1.00	1.00	1.00	1.00	1.00
Digital Journalist	2.00	2.00	2.00	2.00	2.00
Multi-Media Analyst	1.00	1.00	1.00	1.00	1.00
Data and Technology Analyst	1.00	1.00	1.00	1.00	1.00
Total Digital Government	14.00	14.00	14.00	13.00	13.00
Intergovernmental					
Intergovernmental Relations Manager	1.00	1.00	1.00	1.00	1.00
Intergovernmental Affairs Director	1.00	1.00	1.00	1.00	1.00
Total Intergovernmental	2.00	2.00	2.00	2.00	2.00
Economic Development					
Economic Development Director	1.00	1.00	1.00	1.00	1.00
Economic Development Deputy Director	1.00	1.00	1.00	1.00	1.00
Redevelopment Program Manager	1.00	1.00	1.00	1.00	1.00
Data Scientist	1.00	1.00	1.00	1.00	1.00
Tourism Administrator	1.00	1.00	1.00	1.00	1.00

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Redevelopment Specialist	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Economic Development Project Manager	2.00	2.00	2.00	3.00	3.00
Total Economic Development	9.00	9.00	9.00	10.00	10.00
Information Technology:					
Information Technology Administration					
IT Project Manager	2.00	1.00	1.00	1.00	1.00
IT Project Supervisor	0.00	1.00	1.00	1.00	1.00
IT Trainer	1.00	1.00	1.00	1.00	1.00
Chief Technology Officer	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
IT Intern	0.00	0.00	0.00	0.50	0.50
Assistant Chief Technology Officer	1.00	1.00	1.00	1.00	1.00
Total Information Technology Administration	6.00	6.00	6.00	6.50	6.50
Applications Support					
Deputy Chief Technology Officer	0.00	0.00	0.00	1.00	1.00
Enterprise App Intelligence Manager	2.00	2.00	2.00	1.00	1.00
IT Application Supervisor	0.00	0.00	1.00	1.00	1.00
Data Architect	1.00	1.00	1.00	1.00	1.00
Applications Analyst	10.00	10.00	10.00	10.00	10.00
Database Administrator	1.00	1.00	1.00	1.00	1.00
Total Applications Support	14.00	14.00	15.00	15.00	15.00
Desktop Support					
IT Desktop Manager	1.00	1.00	1.00	1.00	1.00
Desktop Support	9.00	9.00	9.00	9.00	9.00
Audio/Visual Technician	1.00	1.00	2.00	2.00	3.00
IT Intern	0.50	0.50	0.50	0.50	0.50
Total Desktop Support	11.50	11.50	12.50	12.50	13.50
Infrastructure					
Enterprise Operations and Infrastructure Manage	1.00	1.00	1.00	1.00	1.00
Systems Engineer	4.00	3.00	3.00	3.00	3.00
Telecom Engineer	1.00	1.00	2.00	2.00	2.00
Communications Engineer	1.00	1.00	1.00	1.00	1.00
Network Engineer	2.00	3.00	3.00	3.00	3.00
Communication Engineering Technician	1.00	1.00	1.00	1.00	1.00
Total Infrastructure	10.00	10.00	11.00	11.00	11.00
GIS Operations and Support					
GIS Supervisor	1.00	1.00	1.00	1.00	1.00
GIS Administrator	1.00	1.00	1.00	1.00	1.00
GIS Analyst	1.00	1.00	1.00	1.00	1.00
GIS Technician	4.00	4.00	4.00	4.00	4.00
IT Intern	0.50	0.50	0.50	0.00	0.00
Addressing Technician	1.00	1.00	1.00	0.00	0.00
Total GIS Operations and Support	8.50	8.50	8.50	7.00	7.00
IT Security					
Chief Information Security Officer	1.00	1.00	1.00	1.00	1.00
IT Security Analyst	1.00	1.00	1.00	1.00	2.00
Total IT Security	2.00	2.00	2.00	2.00	3.00
Total Information Technology	52.00	52.00	55.00	54.00	56.00

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Human Resources:					
HR Administration					
Chief People Officer	1.00	1.00	1.00	1.00	1.00
Deputy Chief People Officer	1.00	1.00	1.00	1.00	1.00
Benefits Analyst Workers Comp	1.00	0.00	0.00	0.00	0.00
Total Rewards Manager	0.00	1.00	1.00	1.00	1.00
Total Rewards Analyst	1.00	1.00	1.00	1.00	1.00
HRIS Analyst	1.00	1.00	1.00	1.00	1.00
Benefits Analyst Senior	1.00	1.00	1.00	1.00	1.00
Human Resource Business Partner	4.00	4.00	5.00	5.00	5.00
Lean Innovator	1.00	1.00	1.00	0.00	0.00
Business Process Consultant	0.00	0.00	0.00	1.00	1.00
People Team Strategies Manager	0.00	0.00	0.00	0.00	1.00
Human Resources Solution Manager	1.00	1.00	1.00	1.00	1.00
Human Resources Specialist	2.00	2.00	2.00	2.00	2.00
STEM Intern	0.00	0.00	0.50	0.50	0.50
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Receptionist	1.00	1.00	1.00	1.00	1.25
People Data Strategist	1.00	1.00	1.00	1.00	1.00
Total HR Administration	17.00	17.00	18.50	18.50	19.75
Learning and Development					
Organizational Development Manager	1.00	1.00	1.00	1.00	1.00
Organizational Development Consultant	2.00	2.00	2.00	2.00	2.00
Human Resources Specialist	0.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	0.00	0.00	0.00	0.00
Total Learning and Development	4.00	4.00	4.00	4.00	4.00
Safety					
Safety Manager	0.00	0.00	0.00	0.00	1.00
Total Safety	0.00	0.00	0.00	0.00	1.00
Total Human Resources	21.00	21.00	22.50	22.50	24.75
Management and Budget					
Management and Budget Director	1.00	1.00	1.00	1.00	1.00
Management and Budget Analyst	4.00	4.00	4.00	4.00	4.00
Management and Budget Specialist	1.00	1.00	1.00	1.00	1.00
Total Management and Budget	6.00	6.00	6.00	6.00	6.00
Town Clerk					
Town Clerk	1.00	1.00	1.00	1.00	1.00
Deputy Clerk	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Records Management Specialist	1.00	1.00	1.00	0.00	0.00
Records and Information Manager	0.00	0.00	0.00	1.00	1.00
Town Clerk Specialist	2.00	2.00	3.00	3.00	3.00
Total Town Clerk	6.00	6.00	7.00	7.00	7.00
Legal Services:					
General Counsel					
Town Attorney	1.00	1.00	1.00	1.00	1.00
Deputy Town Attorney	1.00	1.00	1.00	1.00	1.00
Assistant Town Attorney	3.00	3.00	3.00	3.00	4.00
Legal Intern	0.00	0.00	0.25	0.25	0.25
Assistant Risk Manager	1.00	1.00	0.00	0.00	0.00

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Paralegal	1.00	1.00	2.00	2.00	2.00
Legal Secretary	1.00	1.00	1.00	1.00	1.00
Total General Counsel	8.00	8.00	8.25	8.25	9.25
Prosecutor					
Town Prosecutor	1.00	1.00	1.00	1.00	1.00
Assistant Town Prosecutor	7.00	7.00	7.00	7.00	7.00
Legal Secretary	10.00	10.00	11.00	11.00	11.00
Prosecutor Administrative Supervisor	1.00	1.00	1.00	1.00	1.00
Body Worn Camera Specialist	0.00	0.00	0.00	0.00	2.00
Victim Advocate	2.00	2.00	2.00	2.00	2.00
Paralegal	2.00	2.00	3.00	3.00	3.00
Total Prosecutor	23.00	23.00	25.00	25.00	27.00
Total Legal Services	31.00	31.00	33.25	33.25	36.25
Finance & Management Services:					
Administration					
Finance & Management Services Director	1.00	1.00	1.00	1.00	1.00
Total Management Services Administration	1.00	1.00	1.00	1.00	1.00
Accounting					
Accounting Manager	1.00	1.00	1.00	1.00	1.00
Assistant Accounting Manager	1.00	0.00	0.00	0.00	0.00
Accounting Supervisor	1.00	2.00	2.00	2.00	2.00
Accounting System Analyst	1.00	1.00	1.00	0.00	0.00
Accountant	3.00	3.00	3.00	4.00	4.00
Accounts Payable Technician	3.00	3.00	3.00	3.00	3.00
Accounting Technician	1.00	1.00	1.00	0.00	0.00
Accounting Specialist	0.00	0.00	0.00	1.00	1.00
Payroll Specialist	3.00	3.00	3.00	3.00	3.00
Total Accounting	14.00	14.00	14.00	14.00	14.00
Purchasing					
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Contract Analyst	4.00	4.00	4.00	4.00	4.00
Inventory Services Specialist	1.00	1.00	1.00	1.00	1.00
Purchasing Manager	1.00	1.00	1.00	1.00	1.00
Total Purchasing	7.00	7.00	7.00	7.00	7.00
Tax Compliance					
Tax Compliance Specialist	1.00	0.00	0.00	0.00	0.00
Tax Compliance Analyst	1.50	1.00	1.00	1.00	1.00
Tax Compliance Manager	1.00	1.00	1.00	1.00	1.00
Tax Compliance Auditor	3.00	2.50	3.00	3.00	3.00
Assistant Tax Compliance Manager	0.00	1.00	1.00	1.00	1.00
Data Compliance Analyst	0.00	0.00	0.00	0.00	1.00
Business Compliance Project Manager	0.00	0.00	0.00	1.00	1.00
Business Compliance Analyst	0.00	1.00	1.00	0.00	0.00
Total Tax Compliance	6.50	6.50	7.00	7.00	8.00
Total Finance & Management Services	28.50	28.50	29.00	29.00	30.00
Municipal Court					
Presiding Judge	1.00	1.00	1.00	1.00	1.00
Municipal Judge	3.00	3.00	3.00	3.00	3.00
Commissioner	1.00	1.00	1.00	1.00	1.00

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Court Administrator	1.00	1.00	1.00	1.00	1.00
Administrative Supervisor	2.00	2.00	2.00	2.00	2.00
Deputy Court Administrator	1.00	1.00	1.00	1.00	1.00
Court Services Clerk	17.00	17.00	17.00	12.00	12.00
Judicial Assistant	0.00	0.00	0.00	5.00	5.00
Court Enforcement Supervisor	1.00	1.00	1.00	1.00	1.00
Security Officer	4.00	4.00	4.00	4.00	4.00
Court Interpreter	0.75	0.75	0.75	0.75	0.75
Pro Tem Judge	0.32	0.32	0.32	0.32	0.32
Total Municipal Court	32.07	32.07	32.07	32.07	32.07
Development Services:					
Development Services Administration					
Development Services Director	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total Development Services Administration	2.00	2.00	2.00	2.00	2.00
Permits and Licensing					
Customer Service Professional	5.52	5.52	5.52	5.52	5.52
Customer Service Manager	0.50	0.50	0.50	0.50	0.50
Customer Service Supervisor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.50	0.50	0.50	0.50	0.50
Total Permits and Licensing	7.52	7.52	7.52	7.52	7.52
Plan Review and Inspection Administration					
Plan Review and Inspection Manager	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total Plan Review and Inspection Admin	2.00	2.00	2.00	2.00	2.00
Plan Review and Inspection - Building					
Building & Fire Inspection Supervisor	0.75	0.75	0.75	0.75	0.75
Building Inspector	9.00	9.00	9.00	8.00	8.00
Plan Review Supervisor	0.80	0.80	0.80	0.80	0.80
Building & Fire Plans Examiner	6.00	6.00	6.00	6.00	6.00
Permit Technician	3.00	4.00	4.00	4.00	4.00
Total Plan Review and Inspection - Building	19.55	20.55	20.55	19.55	19.55
Plan Review and Inspection - Engineering					
Development Engineer	0.00	0.00	0.00	3.00	3.00
Engineering Inspector	7.00	7.00	7.00	7.00	7.00
Engineering Inspections Supervisor	0.95	1.00	1.00	1.00	1.00
Engineering Plans Examiner	2.00	5.00	5.00	2.00	2.00
Plans Review Supervisor	1.00	1.00	1.00	1.00	1.00
Engineering Technician	0.00	0.00	0.00	1.00	1.00
Total Plan Review and Inspection - Engineering	10.95	14.00	14.00	15.00	15.00
Plan Review and Inspection - Code					
Code Inspections Supervisor	0.80	0.80	0.80	0.80	0.80
Code Inspector	5.00	5.00	5.00	5.00	5.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total Plan Review and Inspection - Code	6.80	6.80	6.80	6.80	6.80
Plan Review and Inspection - Planning					
Plans Examiner	3.00	0.00	0.00	0.00	0.00
Engineering Inspections Supervisor	0.05	0.00	0.00	0.00	0.00
Total Plan Review and Inspection - Planning	3.05	0.00	0.00	0.00	0.00

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Plan Review and Inspection - Fire					
Building & Fire Inspection Supervisor	0.25	0.25	0.25	0.25	0.25
Building Inspector	1.00	1.00	1.00	1.00	1.00
Plan Review Supervisor	0.20	0.20	0.20	0.20	0.20
Building & Fire Plans Examiner	2.00	1.00	1.00	1.00	1.00
Total Plan Review and Inspection - Fire	3.45	2.45	2.45	2.45	2.45
Planning & Development					
Planning Manager	1.00	1.00	1.00	1.00	1.00
Principal Planner	1.00	2.00	2.00	2.00	2.00
Planner	7.00	7.00	7.00	7.00	7.00
Planning Technician	2.00	2.00	2.00	2.00	2.00
Planning Specialist	2.00	2.00	2.00	2.00	2.00
Total Planning & Development	13.00	14.00	14.00	14.00	14.00
Transportation Planning					
Transportation Planning Manager	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.00	0.00	0.50	0.50	0.50
Transportation Planner	2.00	2.00	2.00	2.00	2.00
Total Transportation Planning	3.00	3.00	3.50	3.50	3.50
Development Engineering					
Development Engineer Manager	1.00	1.00	1.00	1.00	1.00
Engineering ROW Manager	0.00	0.50	0.50	0.50	0.50
Administrative Assistant	0.00	0.00	0.50	0.50	0.50
Development Engineer	3.00	3.00	4.00	4.00	4.00
Total Development Engineering	4.00	4.50	6.00	6.00	6.00
Total Development Services	75.32	76.82	78.82	78.82	78.82
Police Department:					
Police Administration					
Police Chief	1.00	1.00	1.00	1.00	1.00
Assistant Police Chief	2.00	2.00	2.00	2.00	2.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total Police Administration	4.00	4.00	4.00	4.00	4.00
Support Administration					
Police Commander	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total Support Administration	2.00	2.00	2.00	2.00	2.00
Communications					
Police Communications Manager	1.00	1.00	1.00	1.00	1.00
Police Communications Shift Supervisor	6.00	6.00	7.00	7.00	7.00
Dispatcher	41.50	41.50	41.50	41.50	41.50
Total Communications	48.50	48.50	49.50	49.50	49.50
Hiring					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Lieutenant	0.00	0.00	1.00	1.00	1.00
Police Officer	0.00	0.00	0.00	1.00	1.00
Background Investigator	6.00	7.00	7.00	7.00	7.00
Total Hiring	7.00	8.00	9.00	10.00	10.00

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Planning and Research					
Planning and Research Analyst	2.00	2.00	2.00	2.00	2.00
Planning and Fiscal Manager	1.00	1.00	1.00	1.00	1.00
Total Planning and Research	3.00	3.00	3.00	3.00	3.00
Public Affairs					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	1.00	1.00	1.00	1.00	1.00
Total Public Affairs	2.00	2.00	2.00	2.00	2.00
Counseling Services					
Police Counseling Manager	1.00	1.00	1.00	1.00	1.00
Youth/Family Counselor	6.00	6.00	7.00	7.00	7.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total Counseling Services	8.00	8.00	9.00	9.00	9.00
Crime Prevention					
Crime Prevention Technician	2.00	2.00	2.00	2.00	2.00
Total Crime Prevention	2.00	2.00	2.00	2.00	2.00
Property & Evidence					
Property and Evidence Supervisor	1.00	1.00	1.00	1.00	1.00
Property and Evidence Technician	5.00	7.00	7.00	7.00	7.00
Administrative Assistant	1.00	0.00	0.00	0.00	0.00
Total Property & Evidence	7.00	8.00	8.00	8.00	8.00
Records					
Records Manager	1.00	1.00	1.00	1.00	1.00
Police Records Shift Supervisor	3.00	3.00	3.00	3.00	4.00
Police Records Specialist	15.00	15.00	21.00	21.00	21.00
Total Records	19.00	19.00	25.00	25.00	26.00
Volunteer Services					
Volunteer Specialist	1.00	1.00	1.00	1.00	1.00
Total Volunteer Services	1.00	1.00	1.00	1.00	1.00
Peer Support and Wellness					
Police Sergeant	0.00	0.00	1.00	1.00	1.00
Police Officer	0.00	0.00	2.00	2.00	2.00
Total Peer Support and Wellness	0.00	0.00	3.00	3.00	3.00
Redaction					
Body Worn Camera Coordinator	1.00	1.00	1.00	1.00	2.00
Total Redaction	1.00	1.00	1.00	1.00	2.00
Office of Professional Standards Admin					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Lieutenant	1.00	1.00	1.00	1.00	1.00
Police Officer	2.00	2.00	0.00	0.00	0.00
Policy and Compliance Coordinator	1.00	1.00	1.00	1.00	1.00
Background Investigator	1.00	1.00	1.00	1.00	1.00
Total Office of Professional Standards Admin	6.00	6.00	4.00	4.00	4.00
Internal Affairs					
Police Officer	3.00	3.00	3.00	3.00	3.00
Total Internal Affairs	3.00	3.00	3.00	3.00	3.00

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Training					
Police Training Specialist	1.00	1.00	1.00	1.00	1.00
Police Officer	8.00	8.00	8.00	7.00	7.00
Rangemaster	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	2.00	2.00	2.00	2.00	2.00
Police Lieutenant	1.00	1.00	1.00	1.00	1.00
Police Sergeant	1.00	2.00	2.00	2.00	3.00
Total Training	14.00	15.00	15.00	14.00	15.00
Patrol Administration					
Police Commander	2.00	2.00	2.00	2.00	2.00
Police Lieutenant	7.00	7.00	7.00	7.00	7.00
Quartermaster	0.00	0.00	1.00	1.00	1.00
Service Aide	2.00	2.00	2.00	2.00	2.00
Police Sergeant	0.00	0.00	1.00	1.00	1.00
Administrative Assistant	2.30	2.30	2.30	2.30	2.30
Total Patrol Administration	13.30	13.30	15.30	15.30	15.30
Patrol					
Police Sergeant	16.00	17.00	17.00	16.00	16.00
Police Officer	147.00	153.00	153.00	153.00	153.00
Total Patrol	163.00	170.00	170.00	169.00	169.00
Civilian Patrol					
Civilian Patrol Technician	4.00	4.00	5.00	5.00	5.00
Tow Hearing/Patrol Supervisor	0.80	0.80	0.80	0.80	0.80
Total Civilian Patrol	4.80	4.80	5.80	5.80	5.80
Detention					
Detention Facility Supervisor	2.00	2.00	2.00	2.00	3.00
Detention Transport Officer	9.00	11.00	12.00	12.00	13.00
Total Detention	11.00	13.00	14.00	14.00	16.00
Teleserve					
Police Sergeant	1.00	1.00	0.00	0.00	0.00
Teleserve Supervisor	0.00	1.00	1.00	1.00	1.00
Teleserve Operator	7.00	7.00	8.00	8.00	8.00
Quartermaster	1.00	1.00	0.00	0.00	0.00
Total Teleserve	9.00	10.00	9.00	9.00	9.00
Bike Unit					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	7.00	7.00	7.00	7.00	7.00
Total Bike Unit	8.00	8.00	8.00	8.00	8.00
Crisis Response Team					
Police Sergeant	0.00	0.00	1.00	1.00	1.00
Police Officer	0.00	0.00	4.00	4.00	4.00
Total Crisis Response Team	0.00	0.00	5.00	5.00	5.00
Investigations Administration					
Police Lieutenant	2.00	3.00	3.00	3.00	3.00
Police Commander	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	2.00	2.00	2.00	2.00	2.00
Total Investigations Administration	5.00	6.00	6.00	6.00	6.00

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Special Assignment Unit					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	8.00	8.00	6.00	6.00	6.00
Total Special Assignment Unit	9.00	9.00	7.00	7.00	7.00
Financial Crimes Unit					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	8.00	9.00	5.00	5.00	5.00
Audio Video Forensic Analyst	1.00	1.00	0.00	0.00	0.00
Total Financial Crimes Unit	10.00	11.00	6.00	6.00	6.00
Family Violence Unit					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	4.00	4.00	4.00	4.00	4.00
Civilian Investigator	3.00	3.00	3.00	3.00	3.00
Total Family Violence Unit	8.00	8.00	8.00	8.00	8.00
Special Victims Unit					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	9.00	9.00	10.00	10.00	10.00
Total Special Victim Unit	10.00	10.00	11.00	11.00	11.00
Violent Crimes Unit					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	5.00	6.00	6.00	6.00	6.00
Total Violent Crimes Unit	6.00	7.00	7.00	7.00	7.00
Property Crimes					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	8.00	8.00	8.00	8.00	8.00
Total Property Crimes	9.00	9.00	9.00	9.00	9.00
Crime Scene Unit					
Forensic Scientist	0.00	0.00	0.00	2.00	2.00
Forensic Services Supervisor	0.00	0.00	0.00	0.00	1.00
Crime Scene Specialist	2.00	5.00	5.00	3.00	3.00
Total Crime Scene Unit	2.00	5.00	5.00	5.00	6.00
Intel Unit					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	2.00	2.00	2.00	2.00	2.00
Crime Analyst	4.00	4.00	4.00	4.00	4.00
TVA/TLO Coordinator	0.00	0.00	1.00	1.00	1.00
Total Intel Unit	7.00	7.00	8.00	8.00	8.00
Drug Enforcement Unit					
Police Sergeant	0.00	0.00	0.00	1.00	2.00
Police Officer	0.00	0.00	4.00	4.00	4.00
Total Drug Enforcement Unit	0.00	0.00	4.00	5.00	6.00
Digital Forensics Unit					
Police Sergeant	0.00	0.00	1.00	1.00	1.00
Police Officer	0.00	0.00	4.00	4.00	4.00
Audio Video Forensic Analyst	0.00	0.00	1.00	1.00	1.00
Total Digital Forensics Unit	0.00	0.00	6.00	6.00	6.00

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Crime Suppression Unit					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	7.00	7.00	5.00	5.00	5.00
Total Crime Suppression Unit	8.00	8.00	6.00	6.00	6.00
K9 Unit					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	3.00	3.00	3.00	3.00	3.00
Total K9 Unit	4.00	4.00	4.00	4.00	4.00
School Resource					
Police Sergeant	1.00	2.00	2.00	2.00	2.00
Police Officer	12.00	12.00	12.00	12.00	12.00
Total School Resource	13.00	14.00	14.00	14.00	14.00
Traffic Unit					
Police Lieutenant	1.00	1.00	1.00	1.00	1.00
Police Sergeant	2.00	2.00	2.00	2.00	2.00
Police Officer	15.00	15.00	16.00	16.00	16.00
Total Traffic Unit	18.00	18.00	19.00	19.00	19.00
Total Police Department	445.60	465.60	487.60	487.60	494.60
Fire and Rescue Department:					
Fire Administration					
Fire Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	2.00	2.00	2.00	2.00	2.00
Fire Scheduling and Payroll Specialist	0.00	0.00	1.00	1.00	1.00
Data Compliance Analyst	1.00	1.00	1.00	1.00	1.00
Fire Solutions Manager	1.00	1.00	1.00	1.00	1.00
Administrative Supervisor	0.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
RMS Analyst	0.00	0.00	1.00	1.00	1.00
Total Fire Administration	6.00	7.00	9.00	9.00	9.00
Fire Training					
Battalion Chief	1.00	1.00	1.00	1.00	1.00
EMS Specialist	1.00	1.00	1.00	1.00	1.00
Fire Captain	1.00	1.00	1.00	1.00	2.00
Fire Engineer	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total Fire Training	5.00	5.00	5.00	5.00	6.00
Fire Operations					
Battalion Chief	9.00	10.00	10.00	10.00	10.00
Fire Captain	50.00	53.00	61.00	61.00	61.00
Fire Engineer	42.00	44.00	50.00	50.00	50.00
Firefighter	88.00	90.00	93.00	93.00	93.00
EMS Inventory Analyst	0.00	0.00	0.00	0.00	1.00
Administrative Assistant	2.00	2.00	2.00	2.00	2.00
Total Fire Operations	191.00	199.00	216.00	216.00	217.00
Resource					
Resource Specialist	0.00	0.00	0.00	0.00	1.00
Fire Resource Manager	1.00	1.00	1.00	1.00	1.00
Public Safety Equipment Technician	1.00	1.00	1.00	1.00	1.00

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Fire Service Aide	2.00	2.00	2.00	2.00	2.00
Total Resource	5.00	5.00	5.00	5.00	6.00
Community					
Battalion Chief	1.00	1.00	1.00	1.00	1.00
Volunteer Coordinator	1.00	1.00	1.00	0.00	0.00
Community Risk Specialist	0.00	0.00	0.00	1.00	1.00
Administrative Assistant	1.00	0.00	0.00	0.00	0.00
Community Risk Manager	0.00	0.00	0.00	1.00	1.00
Community Outreach and Engagement	1.00	1.00	1.00	0.00	0.00
Total Community	4.00	3.00	3.00	3.00	3.00
Fire Prevention					
Fire Marshal	1.00	1.00	1.00	1.00	1.00
Fire Investigator	2.00	2.00	2.00	2.00	2.00
Addressing Technician	0.00	0.00	0.00	1.00	1.00
Fire Inspector - Lead	0.00	0.00	0.00	0.00	1.00
Fire Inspector	3.00	3.00	3.00	3.00	3.00
Total Fire Prevention	6.00	6.00	6.00	7.00	8.00
Total Fire and Rescue Department	217.00	225.00	244.00	245.00	249.00
Parks and Recreation:					
Parks and Recreation Administration					
Parks and Recreation Director	1.00	1.00	1.00	1.00	1.00
Parks and Facilities Manager	1.00	1.00	1.00	1.00	1.00
Recreation Supervisor	0.40	0.40	0.40	1.40	1.40
Parks and Recreation Manager	1.00	2.00	2.00	2.00	2.00
Parks and Recreation Strategist	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	5.30	5.30	5.30	5.30	5.30
Parks and Recreation Management Analyst	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator	1.00	1.00	1.00	0.00	0.00
Parks and Recreation Business Manager	1.00	1.00	1.00	1.00	1.00
Recreation Leader	0.03	0.03	0.03	0.03	0.03
Total Parks and Recreation Administration	12.73	13.73	13.73	13.73	13.73
Parks and Open Space					
Parks Operations Superintendent	1.00	1.00	1.00	2.00	2.00
Parks Field Supervisor	3.40	3.40	3.40	2.40	2.40
Parks Mechanic	1.00	1.00	1.00	1.00	1.00
Spray Technician	1.00	1.00	1.00	0.00	0.00
Facilities Maintenance Technician	3.00	3.00	3.00	3.00	3.00
Grounds Maintenance	23.11	25.61	25.61	26.61	26.61
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Park Ranger Supervisor	1.00	1.00	1.00	1.00	1.00
Park Ranger	6.00	6.00	7.00	7.00	7.00
Custodian	6.22	6.22	6.22	6.22	6.22
Recreation Coordinator	1.25	1.50	1.50	1.50	1.50
Aquatic Facility Technician	0.20	0.20	0.20	0.20	0.20
Total Parks and Open Space	48.18	50.93	51.93	51.93	51.93
Riparian Programs					
Recreation Instructor	0.38	0.38	0.38	0.38	0.38
Recreation Supervisor	0.00	0.25	0.25	0.25	0.25

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Recreation Coordinator	1.50	1.50	1.50	1.50	1.50
Grounds Maintenance	0.45	0.95	0.95	0.95	0.95
Total Riparian Program	2.33	3.08	3.08	3.08	3.08
Cactus Yards					
Recreation Supervisor	0.95	0.50	0.50	0.50	0.50
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Custodian	2.00	2.00	2.00	2.00	2.00
Facilities Maintenance Technician	1.00	1.00	1.00	1.00	1.00
Grounds Maintenance	8.00	8.00	8.00	8.00	8.00
Park Ranger	1.00	1.00	1.00	1.00	1.00
Park Mechanic	0.50	0.50	0.50	0.50	0.50
Recreation Leader	3.00	3.00	3.00	3.00	3.00
Recreation Leader Senior	2.25	2.25	2.25	2.25	2.25
Recreation Specialist	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator	1.60	1.60	1.60	1.60	1.60
Total Cactus Yards	22.30	21.85	21.85	21.85	21.85
Mesquite Pool					
Recreation Supervisor	0.15	0.15	0.15	0.15	0.15
Aquatic Facility Technician	0.45	0.45	0.45	0.45	0.45
Pool Manager	0.33	0.33	0.33	0.33	0.33
Assistant Pool Manager	0.44	0.44	0.44	0.44	0.44
Head Swim/Dive Coach	0.39	0.39	0.39	0.39	0.39
Assistant Swim/Dive Coach	0.69	0.69	0.69	0.69	0.69
Lifeguard/Instructor	0.86	0.86	0.86	0.86	0.86
Lifeguard	1.88	1.82	1.82	1.82	1.82
Total Mesquite Pool	5.19	5.13	5.13	5.13	5.13
Greenfield Pool					
Recreation Supervisor	0.15	0.15	0.15	0.15	0.15
Aquatic Facility Technician	0.45	0.45	0.45	0.45	0.45
Pool Manager	0.33	0.33	0.33	0.33	0.33
Assistant Pool Manager	0.44	0.44	0.44	0.44	0.44
Head Swim/Dive Coach	0.38	0.38	0.38	0.38	0.38
Assistant Swim/Dive Coach	1.19	1.13	1.13	1.13	1.13
Lifeguard/Instructor	1.42	1.42	1.42	1.42	1.42
Total Greenfield Pool	4.36	4.30	4.30	4.30	4.30
Perry Pool					
Recreation Supervisor	0.15	0.15	0.15	0.15	0.15
Aquatic Facility Technician	0.45	0.45	0.45	0.45	0.45
Pool Manager	0.29	0.29	0.29	0.29	0.29
Assistant Pool Manager	0.20	0.20	0.20	0.20	0.20
Head Swim/Dive Coach	0.66	0.66	0.66	0.66	0.66
Assistant Swim/Dive Coach	1.49	1.42	1.42	1.42	1.42
Lifeguard/Instructor	1.04	1.04	1.04	1.04	1.04
Total Perry Pool	4.28	4.21	4.21	4.21	4.21
Williams Field Pool					
Recreation Supervisor	0.15	0.15	0.15	0.15	0.15
Aquatic Facility Technician	0.45	0.45	0.45	0.45	0.45
Pool Manager	0.29	0.29	0.29	0.29	0.29
Assistant Pool Manager	0.44	0.44	0.44	0.44	0.44
Head Swim/Dive Coach	0.29	0.29	0.29	0.29	0.29

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Assistant Swim/Dive Coach	0.71	0.71	0.71	0.71	0.71
Lifeguard/Instructor	2.18	2.12	2.12	2.12	2.12
Total Williams Field Pool	4.51	4.45	4.45	4.45	4.45
Freestone Recreation Center					
Recreation Supervisor	0.25	0.45	0.45	0.45	0.45
Recreation Coordinator	2.00	2.00	2.00	2.00	2.00
Custodial Supervisor	0.40	0.40	0.40	0.40	0.40
Custodian	2.75	2.75	2.75	2.75	2.75
Recreation Specialist	1.00	1.00	1.00	1.00	1.00
Recreation Leader Senior	1.77	1.77	1.77	1.77	1.77
Recreation Leader	11.10	11.10	11.10	11.10	11.10
Recreation Instructor	1.66	1.66	1.66	1.66	1.66
Recreation Instructor Fitness	1.34	1.34	1.34	1.34	1.34
Total Freestone Recreation Center	22.27	22.47	22.47	22.47	22.47
McQueen Activity Center					
Recreation Supervisor	0.25	0.25	0.25	0.25	0.25
Custodian	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator	2.00	2.00	2.00	2.00	2.00
Custodial Supervisor	0.20	0.20	0.20	0.20	0.20
Administrative Assistant	0.00	0.00	0.00	0.00	1.00
Recreation Leader	3.09	3.09	3.09	3.09	2.09
Recreation Instructor	2.64	2.64	2.64	2.64	2.64
Recreation Instructor Fitness	0.24	0.24	0.24	0.24	0.24
Recreation Leader Senior	0.51	0.51	0.51	0.51	0.51
Total McQueen Activity Center	9.93	9.93	9.93	9.93	9.93
Community Center					
Recreation Supervisor	0.25	0.25	0.25	0.25	0.25
Custodial Supervisor	0.20	0.20	0.20	0.20	0.20
Custodian	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator	0.70	0.70	0.70	0.70	0.70
Recreation Specialist	1.00	1.00	1.00	1.00	1.00
Recreation Leader	2.24	2.24	2.24	2.24	2.24
Recreation Instructor	1.52	1.52	1.52	1.52	1.52
Recreation Instructor Fitness	0.13	0.13	0.13	0.13	0.13
Total Community Center	7.04	7.04	7.04	7.04	7.04
Youth Sports					
Recreation Coordinator	0.15	0.15	0.15	0.15	0.15
Recreation Supervisor	0.03	0.03	0.03	0.03	0.03
Recreation Leader Senior	0.40	0.40	0.40	0.40	0.40
Total Youth Sports	0.58	0.58	0.58	0.58	0.58
Adult Sports					
Recreation Coordinator	0.25	0.25	0.25	0.25	0.25
Recreation Supervisor	0.02	0.02	0.02	0.02	0.02
Recreation Leader Senior	1.01	1.01	1.01	1.01	1.01
Total Adult Sports	1.28	1.28	1.28	1.28	1.28
Adaptive Recreation Program					
Recreation Coordinator	0.30	0.30	0.30	0.30	1.30
Recreation Leader Senior	0.05	0.05	0.05	0.05	0.80
Recreation Leader	0.06	0.06	0.06	0.06	0.06
Recreation Instructor	0.40	0.40	0.40	0.40	0.40
Total Adaptive Recreation Program	0.81	0.81	0.81	0.81	2.56

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	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Special Events					
Recreation Coordinator	2.50	2.50	2.50	2.50	2.50
Special Events Program Supervisor	1.00	1.00	1.00	0.00	0.00
Recreation Specialist	0.00	0.00	0.00	3.00	3.00
Recreation Supervisor	0.00	0.00	0.00	1.00	1.00
Recreation Leader Senior	2.25	2.25	3.00	0.00	0.00
Recreation Leader	0.82	0.82	0.82	0.82	0.82
Total Special Events	6.57	6.57	7.32	7.32	7.32
Southeast Regional Library					
Recreation Supervisor	0.25	0.25	0.25	0.25	0.25
Custodial Supervisor	0.20	0.20	0.20	0.20	0.20
Custodian	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator	0.50	0.50	0.50	0.50	0.50
Recreation Leader Senior	0.50	0.50	0.50	0.50	0.50
Recreation Instructor	0.42	0.42	0.42	0.42	0.42
Recreation Leader	0.82	0.82	0.82	0.82	0.82
Total Southeast Regional Library	3.69	3.69	3.69	3.69	3.69
Facilities Maintenance					
Facilities Operation Superintendent	1.00	1.00	1.00	1.00	1.00
Facilities Assistant Manager	0.00	1.00	1.00	1.00	1.00
Security Systems Technician	2.00	2.00	2.00	2.00	2.00
Maintenance Coordinator	0.00	0.00	0.00	0.00	1.00
Facilities Maintenance Technician	11.25	11.25	12.25	12.25	12.25
Total Facilities Maintenance	14.25	15.25	16.25	16.25	17.25
South Area Service Center					
Environmental Compliance Coordinator	0.25	0.25	0.25	0.25	0.25
Total South Area Service Center	0.25	0.25	0.25	0.25	0.25
Public Safety Training Facility					
Facilities Assistant Manager	1.00	1.00	1.00	1.00	1.00
Public Safety Equipment Technician	1.00	1.00	1.00	1.00	1.00
Facilities Maintenance Technician	0.75	0.75	0.75	0.75	0.75
Administrative Assistant	0.00	1.00	2.00	2.00	2.00
Total Public Safety Training Facility	2.75	3.75	4.75	4.75	4.75
Total Parks and Recreation	173.30	179.30	183.05	183.05	185.80
Public Works - Engineering:					
Engineering Administration					
Town Engineer	0.60	0.60	0.60	0.60	0.60
Assistant Town Engineer	0.00	0.00	1.00	1.00	1.00
Engineering ROW Manager	0.00	0.50	0.50	0.50	0.50
Administrative Assistant	0.00	0.25	0.25	0.25	0.25
Engineering Data Analyst	0.00	0.00	1.00	1.00	1.00
Total Engineering Administration	0.60	1.35	3.35	3.35	3.35
Engineering Traffic					
Town Traffic Engineer	1.00	1.00	1.00	1.00	1.00
Senior Traffic Engineering Specialist	1.00	2.00	2.00	2.00	2.00
Traffic Safety Assistant	1.00	0.00	0.00	0.00	0.00
Traffic Safety Specialist	0.00	1.00	1.00	1.00	1.00
Traffic Studies Engineer	1.00	1.00	1.00	1.00	1.00

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Plans Examiner	1.00	0.00	0.00	0.00	0.00
Administrative Assistant	0.00	0.25	0.25	0.25	0.25
Total Engineering Traffic	5.00	5.25	5.25	5.25	5.25
Total Public Works - Engineering	5.60	6.60	8.60	8.60	8.60
TOTAL GENERAL FUND	1130.74	1168.24	1226.74	1226.74	1247.74
STREETS					
Roads and Maintenance:					
Roads and Maintenance Administration					
Maintenance Coordinator	1.00	1.00	1.00	1.00	1.00
Total Roads and Maintenance	1.00	1.00	1.00	1.00	1.00
TOTAL ROADS AND MAINTENANCE	1.00	1.00	1.00	1.00	1.00
HURF:					
Streets Administration					
Streets Manager	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Streets Superintendent	1.00	1.00	1.00	1.00	1.00
Total Streets Administration	3.00	3.00	3.00	3.00	3.00
Asphalt Patching					
Streets Supervisor	0.33	0.33	0.33	0.33	0.33
Streets Crew Leader	1.00	1.00	1.00	1.00	1.00
Heavy Equipment Operator	3.00	3.00	3.00	3.00	3.00
Total Asphalt Patching	4.33	4.33	4.33	4.33	4.33
Crack Sealing					
Streets Supervisor	0.50	0.50	0.50	0.50	0.50
Streets Crew Leader	2.00	2.00	2.00	2.00	2.00
Streets Maintenance Worker	6.00	6.00	6.00	6.00	6.00
Total Crack Sealing	8.50	8.50	8.50	8.50	8.50
Fog Sealing					
Streets Supervisor	0.50	0.50	0.50	0.50	0.50
Streets Crew Leader	1.00	1.00	1.00	1.00	1.00
Heavy Equipment Operator	1.00	1.00	1.00	1.00	1.00
Streets Maintenance Worker	3.00	3.00	3.00	3.00	3.00
Total Fog Sealing	5.50	5.50	5.50	5.50	5.50
Hazard Response					
Streets Supervisor	0.34	0.34	0.34	0.34	0.34
Hazard Response Worker	2.00	2.00	2.00	2.00	2.00
Total Hazard Response	2.34	2.34	2.34	2.34	2.34
Preventive Maintenance					
Streets Supervisor	0.34	0.34	0.34	0.34	0.34
Pavement Management Coordinator	2.00	2.00	2.00	2.00	2.00
Preventive Management Technician	1.00	1.00	1.00	1.00	1.00
Total Preventive Maintenance	3.34	3.34	3.34	3.34	3.34
Street Lighting					
Streets Supervisor	0.50	0.50	0.50	0.50	0.50
Street Light Maintenance Coordinator	1.00	1.00	1.00	1.00	1.00

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Street Light Technician	4.00	4.00	4.00	4.00	4.00
Total Street Lighting	5.50	5.50	5.50	5.50	5.50
Traffic Signal Maintenance					
Streets Supervisor	0.50	0.50	0.50	0.50	0.50
ITS Operations Supervisor	0.00	0.00	1.00	1.00	1.00
Traffic Signal Specialist	7.00	7.00	7.00	7.00	7.00
Total Traffic Signal Maintenance	7.50	7.50	8.50	8.50	8.50
Street Marking					
Streets Supervisor	0.33	0.33	0.33	0.33	0.33
Total Street Marking	0.33	0.33	0.33	0.33	0.33
Street Signs					
Streets Supervisor	0.33	0.33	0.33	0.33	0.33
Traffic Sign Technician	3.00	3.00	3.00	3.00	3.00
Traffic Sign Crew Leader	1.00	1.00	1.00	1.00	1.00
Total Street Signs	4.33	4.33	4.33	4.33	4.33
Traffic Operations Center					
Assistant Town Traffic Engineer	1.00	1.00	1.00	1.00	1.00
Traffic Signal Specialist	0.00	0.00	0.00	1.00	1.00
Intelligent Transportation Systems Engineer	1.00	1.00	1.00	1.00	1.00
Intelligent Transportation Systems Analyst	2.00	2.00	2.00	2.00	2.00
Intelligent Transportation Systems Specialist	2.00	2.00	3.00	2.00	2.00
Intelligent Transportation Network Engineer	1.00	1.00	1.00	1.00	1.00
Total Traffic Operations Center	7.00	7.00	8.00	8.00	8.00
Landscape Maintenance					
Streets Supervisor	0.33	0.33	0.33	0.33	0.33
Landscape Maintenance Coordinator	2.00	2.00	2.00	2.00	2.00
Total Landscape Maintenance	2.33	2.33	2.33	2.33	2.33
Concrete Repair					
Streets Supervisor	0.33	0.33	0.33	0.33	0.33
Total Concrete Repair	0.33	0.33	0.33	0.33	0.33
Shoulder Maintenance					
Streets Supervisor	0.33	0.33	0.33	0.33	0.33
Heavy Equipment Operator	2.00	2.00	2.00	2.00	2.00
Total Shoulder Maintenance	2.33	2.33	2.33	2.33	2.33
TOTAL HURF	56.66	56.66	58.66	58.66	58.66
TOTAL STREETS	57.66	57.66	59.66	59.66	59.66
ENTERPRISE OPERATIONS					
Water:					
Water Administration					
Water Manager	1.00	1.00	1.00	1.00	1.00
Environmental Compliance Coordinator	0.25	0.25	0.25	0.25	0.25
Application Engineer	0.50	0.50	0.50	0.50	0.50
Total Water Administration	1.75	1.75	1.75	1.75	1.75
Public Works Administration					
Public Works Director	1.00	1.00	1.00	1.00	1.00
Assistant Public Works Director	1.00	2.00	2.00	2.00	2.00

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Safety Specialist	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Customer Service Professional	1.00	1.00	1.00	1.00	1.00
Total Public Works Administration	5.00	6.00	6.00	6.00	6.00
Utilities					
Customer Service Manager	0.50	0.50	0.50	0.50	0.50
Accountant	1.00	1.00	1.00	1.00	1.00
Customer Service Professional	9.60	9.60	9.60	9.60	9.60
Utility Billing Specialist	2.00	2.00	2.00	2.00	2.00
Administrative Assistant	0.50	0.50	0.50	0.50	0.50
Customer Service Supervisor	1.00	1.00	1.00	1.00	1.00
Total Utilities	14.60	14.60	14.60	14.60	14.60
Utility Locates					
Utility Locator	3.00	3.00	4.00	4.00	4.00
Utility Locator Lead	2.00	2.00	2.00	1.00	1.00
Asset Management Specialist	0.00	0.00	0.00	1.00	1.00
Utility Supervisor	1.00	1.00	1.00	1.00	1.00
Total Utility Locates	6.00	6.00	7.00	7.00	7.00
North Water Treatment Plant					
Water Production Superintendent	1.00	1.00	1.00	1.00	1.00
Utility Supervisor	1.00	1.00	1.00	1.00	1.00
Instrumentation and Controls Specialist	2.00	2.00	2.00	2.00	2.00
Water Treatment Plant Mechanic	2.00	2.00	2.00	2.00	2.00
Water Treatment Plant Operator	5.00	6.00	6.00	6.00	6.00
Lead Water Treatment Plant Operator	1.00	1.00	1.00	1.00	1.00
Lead Water Treatment Plant Mechanic	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total North Water Treatment Plant	14.00	15.00	15.00	15.00	15.00
Santan Vista Treatment Plant					
Lead Water Treatment Plant Operator	1.00	1.00	1.00	1.00	1.00
Utility Supervisor	1.00	1.00	1.00	1.00	1.00
Instrumentation and Controls Specialist	2.00	2.00	2.00	2.00	2.00
Water Treatment Plant Mechanic	2.00	2.00	2.00	2.00	2.00
Water Treatment Plant Operator	9.00	9.00	9.00	9.00	9.00
Water Treatment Plant Maintenance Lead	0.00	0.00	1.00	1.00	1.00
Chemist	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total Santan Vista Treatment Plant	17.00	17.00	18.00	18.00	18.00
Water Production					
Well Technician	4.00	4.00	4.00	4.00	4.00
Well Technician Lead	1.00	1.00	1.00	1.00	1.00
Instrumentation and Controls Specialist	2.00	2.00	2.00	2.00	2.00
Well Utility Supervisor	1.00	1.00	1.00	1.00	1.00
Lead Instrumentation and Wells Specialist	1.00	1.00	1.00	1.00	1.00
Electrician	1.00	1.00	1.00	1.00	1.00
Total Water Production	10.00	10.00	10.00	10.00	10.00
SCADA Field Operations					
Utility Supervisor	1.00	1.00	1.00	1.00	1.00
Water Treatment Plant Operator	5.00	5.00	5.00	5.00	5.00

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Water Treatment Plant Operator Lead	0.00	1.00	1.00	1.00	1.00
SCADA Programmer	1.00	1.00	1.00	1.00	1.00
Total SCADA Field Operations	7.00	8.00	8.00	8.00	8.00
Water Resources					
Water & Energy Planning Administrator	1.00	1.00	1.00	1.00	1.00
Water Resources Manager	1.00	1.00	1.00	1.00	1.00
Total Water Resources	2.00	2.00	2.00	2.00	2.00
Water Conservation					
Water Conservation Coordinator	1.00	1.00	1.00	1.00	2.00
Water Conservation Specialist	3.00	3.00	4.00	4.00	4.00
Water Conservation Intern	0.38	0.38	0.38	0.38	0.38
Total Water Conservation	4.38	4.38	5.38	5.38	6.38
Water Metering					
Utility Billing Technician	2.00	2.00	2.00	2.00	2.00
Water Meter Supervisor	1.00	1.00	1.00	1.00	1.00
Senior Utility Technician	4.00	4.00	4.00	4.00	4.00
Meter Instrumentation Technician	1.00	1.00	1.00	1.00	1.00
Meter Reader	18.00	17.00	17.00	16.00	16.00
Administrative Assistant	1.00	0.00	0.00	0.00	0.00
Total Water Metering	27.00	25.00	25.00	24.00	24.00
Water Distribution					
Utility Supervisor	1.00	1.00	1.00	1.00	1.00
Water Distribution Superintendent	1.00	1.00	1.00	1.00	1.00
Senior Utility Technician	5.00	5.00	5.00	5.00	5.00
Water Distribution Specialist	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.00	1.00	1.00	1.00	1.00
Utility Worker	10.00	10.00	12.00	12.00	12.00
Total Water Distribution	18.00	19.00	21.00	21.00	21.00
Water Quality					
Water Quality Technician	2.00	2.00	2.00	2.00	2.00
Water Quality Program Manager	1.00	1.00	1.00	1.00	1.00
Lead Water Quality Technician	1.00	1.00	1.00	1.00	1.00
Chemist	2.00	2.00	2.00	2.00	2.00
Total Water Quality	6.00	6.00	6.00	6.00	6.00
Backflow					
Code Inspections Supervisor	0.20	0.20	0.20	0.20	0.20
Building Inspector	2.00	2.00	2.00	2.00	2.00
Total Backflow	2.20	2.20	2.20	2.20	2.20
TOTAL WATER	134.93	136.93	141.93	140.93	141.93
Wastewater:					
Wastewater Administration					
Wastewater Manager	1.00	1.00	1.00	1.00	1.00
Wastewater Superintendent	1.00	1.00	3.00	3.00	3.00
Applications Engineer	0.50	0.50	0.50	0.50	0.50
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total Wastewater Administration	3.50	3.50	5.50	5.50	5.50

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Lift Stations					
Lift Station Supervisor	1.00	1.00	1.00	1.00	1.00
Instrumentation and Controls Specialist	0.60	0.60	0.60	0.60	0.60
Lift Station Technician	3.00	3.00	3.00	3.00	3.00
Lift Station Technician Lead	1.00	1.00	1.00	1.00	1.00
Electrician	1.00	1.00	1.00	1.00	1.00
SCADA Programmer	0.60	0.60	0.60	0.60	0.60
Total Lift Stations	7.20	7.20	7.20	7.20	7.20
Gravity Systems					
Utility Supervisor	2.00	2.00	2.00	2.00	2.00
Senior Utility Worker/Technician	6.00	6.00	6.00	6.00	6.00
Odor Control Specialist	1.00	1.00	1.00	1.00	1.00
Odor Control Technician	1.00	1.00	1.00	1.00	1.00
Utility Worker	8.00	8.00	8.00	8.00	8.00
Total Gravity Systems	18.00	18.00	18.00	18.00	18.00
Effluent Reuse					
Utility Worker	2.00	2.00	2.00	2.00	2.00
Senior Utility Worker	2.00	2.00	2.00	2.00	2.00
Instrumentation and Controls Specialist	0.40	0.40	0.40	0.40	0.40
Reclaimed Well Technician	2.00	2.00	2.00	2.00	2.00
Reclaimed Distribution Supervisor	1.00	1.00	1.00	1.00	1.00
SCADA Programmer	0.40	0.40	0.40	0.40	0.40
Total Effluent Reuse	7.80	7.80	7.80	7.80	7.80
Effluent Recharge					
Utility Worker	2.00	2.00	2.00	2.00	2.00
Senior Utility Worker	2.00	2.00	2.00	2.00	2.00
Reclaimed Water Quality Technician	2.00	2.00	2.00	2.00	2.00
Recharge Supervisor	1.00	1.00	1.00	1.00	1.00
Total Effluent Recharge	7.00	7.00	7.00	7.00	7.00
Wastewater Quality					
Pretreatment Program Coordinator	1.00	1.00	1.00	1.00	1.00
Industrial Pretreatment Inspector	1.00	1.00	3.00	3.00	3.00
Wastewater Quality Inspector	4.00	4.00	4.00	4.00	4.00
Total Wastewater Quality	6.00	6.00	8.00	8.00	8.00
TOTAL WASTEWATER	49.50	49.50	53.50	53.50	53.50
Solid Waste - Residential:					
Residential Administration					
Environmental Services Manager	0.86	0.86	0.86	0.86	0.86
Env Services Collections Superintendent	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.25	1.25	1.25	1.25	1.25
Routing Technician	1.00	1.00	1.00	1.00	1.00
Environmental Services Clerk	0.80	0.80	0.80	0.80	0.80
Customer Service Professional	0.00	0.00	0.00	1.40	1.40
Environmental Services Rep	1.40	1.40	1.40	0.00	0.00
Total Residential Administration	6.31	6.31	6.31	6.31	6.31
Residential Collections					
Environmental Services Supervisor	2.67	2.67	2.67	2.67	2.67
Environmental Service Representative	0.50	0.50	0.50	0.00	0.00
Solid Waste Operator	25.12	27.12	27.12	27.12	27.12

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Customer Service Professional	0.00	0.00	0.00	0.50	0.50
Environmental Services Worker	3.00	3.00	3.00	3.00	3.00
Total Residential Collections	31.29	33.29	33.29	33.29	33.29
Uncontained Collections					
Environmental Services Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Services Inspector	1.00	1.00	1.00	1.00	1.00
Solid Waste Operator	21.00	21.00	21.00	21.00	21.00
Total Uncontained Collections	23.00	23.00	23.00	23.00	23.00
Recycling					
Environmental Services Supervisor	0.33	0.33	0.33	0.33	0.33
Solid Waste Operator	11.88	12.88	12.88	12.88	12.88
Program & Sustainability Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Outreach Specialist	3.00	3.00	3.00	3.00	3.00
Environmental Service Inspector	1.00	1.00	1.00	1.00	1.00
Total Recycling	17.21	18.21	18.21	18.21	18.21
Environmental Programs					
HHW Supervisor	1.00	1.00	1.00	1.00	1.00
HHW Technician	4.00	4.00	4.00	4.00	4.00
Total Environmental Programs	5.00	5.00	5.00	5.00	5.00
TOTAL SOLID WASTE - RESIDENTIAL	82.81	85.81	85.81	85.81	85.81
Solid Waste - Commercial:					
Commercial Administration					
Environmental Services Manager	0.14	0.14	0.14	0.14	0.14
Customer Service Professional	0.00	0.00	0.00	0.10	0.10
Environmental Services Clerk	0.20	0.20	0.20	0.20	0.20
Environmental Services Rep	0.10	0.10	0.10	0.00	0.00
Total Commercial Administration	0.44	0.44	0.44	0.44	0.44
Commercial Collections					
Environmental Services Supervisor	1.00	1.00	1.00	1.00	1.00
Solid Waste Operator	5.00	5.00	5.00	5.00	5.00
Total Commercial Collections	6.00	6.00	6.00	6.00	6.00
Rolloffs					
Solid Waste Operator	2.00	2.00	2.00	2.00	2.00
Total Rolloffs	2.00	2.00	2.00	2.00	2.00
TOTAL SOLID WASTE - COMMERCIAL	8.44	8.44	8.44	8.44	8.44
Environmental Compliance:					
Street Cleaning					
Streets Supervisor	0.34	0.34	0.34	0.34	0.34
Heavy Equipment Operator	6.00	6.00	6.00	6.00	6.00
Total Street Cleaning	6.34	6.34	6.34	6.34	6.34
Storm Water					
Storm Water Utility Worker	0.00	0.00	0.00	0.00	1.00
Storm Water Utility Worker Sr	0.00	0.00	0.00	0.00	1.00
Utility Supervisor	0.00	0.00	0.00	0.00	1.00
Storm Water Utility Technician	2.00	2.00	2.00	2.00	2.00
Environmental Compliance Manager	1.00	1.00	1.00	1.00	1.00
Env. Compliance Inspection Technician	2.00	2.00	2.00	2.00	2.00

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Environmental Compliance Coordinator	0.50	0.50	0.50	0.50	0.50
Administrative Assistant	0.75	0.75	0.75	0.75	0.75
Total Storm Water	6.25	6.25	6.25	6.25	9.25
TOTAL ENVIRONMENTAL COMPLIANCE	12.59	12.59	12.59	12.59	15.59
TOTAL ENTERPRISE OPERATIONS	288.27	293.27	302.27	301.27	305.27
INTERNAL SERVICE FUNDS					
Fleet Operations					
Fleet Business Manager	1.00	1.00	1.00	1.00	1.00
Fleet Analyst	0.00	0.00	1.00	1.00	1.00
Fleet Supervisor	2.00	2.00	2.00	2.00	2.00
Fleet Specialist	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Welder Technician	1.00	1.00	1.00	1.00	1.00
Fleet Technician	15.00	15.00	17.00	18.00	18.00
Fleet Service Aide	1.00	1.00	1.00	1.00	2.00
Parts Technician	4.00	4.00	4.00	4.00	4.00
Total Fleet Operations	26.00	26.00	29.00	30.00	31.00
Health Trust Administration					
Wellness Coordinator	0.00	0.00	0.00	0.00	1.00
Total Health Trust	0.00	0.00	0.00	0.00	1.00
Workers' Compensation					
Benefits Analyst	0.00	1.00	1.00	0.00	0.00
Workers' Compensation Program Coordinator	0.00	0.00	0.00	1.00	1.00
Total Workers' Compensation	0.00	1.00	1.00	1.00	1.00
General Liability					
Assistant Risk Manager	0.00	0.00	1.00	1.00	1.00
Total General Liability	0.00	0.00	1.00	1.00	1.00
TOTAL INTERNAL SERVICES	26.00	27.00	31.00	32.00	34.00
SPECIAL REVENUE					
CDBG/HOME Administration					
Community Resources Supervisor	0.65	0.65	0.65	0.65	0.65
Housing Rehabilitation Coordinator	1.00	1.00	1.00	1.00	1.00
Total CDBG Administration	1.65	1.65	1.65	1.65	1.65
Parkway Improvement District					
Parkway Improvement District Specialist	0.50	0.50	0.50	0.50	0.50
Grounds Maintenance	2.00	2.00	2.00	2.00	2.00
Parks Field Supervisor	0.60	0.60	0.60	0.60	0.60
Total Parkway Improvement District	3.10	3.10	3.10	3.10	3.10
Police Impound Fund					
Tow Hearing Specialist	1.00	1.00	1.00	1.00	1.00
Tow Hearing/Patrol Supervisor	0.20	0.20	0.20	0.20	0.20
Administrative Assistant II	0.70	0.70	0.70	0.70	0.70
Total Police Impound Fund	1.90	1.90	1.90	1.90	1.90
Ambulance Transport					
Ambulance Transport Manager	1.00	1.00	1.00	1.00	1.00
Paramedic	18.28	18.28	18.28	18.28	21.28

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Emergency Medical Technician	18.28	18.28	18.28	18.28	18.28
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Quality Assurance Analyst	1.00	1.00	1.00	1.00	1.00
Ambulance Billing Specialist	0.00	0.00	0.00	0.00	1.00
Total Ambulance Transport	39.56	39.56	39.56	39.56	43.56
Court Enhancement Fund					
Court Services Clerk	1.00	1.00	1.00	1.00	1.00
Total Court Enhancement Fund	1.00	1.00	1.00	1.00	1.00
Judicial Collection Enhancement					
Applications Analyst	1.00	1.00	1.00	1.00	1.00
Total Judicial Collection Enhancement	1.00	1.00	1.00	1.00	1.00
Native American Management Program					
Intern	0.80	0.80	0.80	0.80	0.80
Total Native American Management Program	0.80	0.80	0.80	0.80	0.80
Tourism					
ED Project Manager Sr	0.00	0.00	0.00	0.00	1.00
Total Tourism	0.00	0.00	0.00	0.00	1.00
TOTAL SPECIAL REVENUE	49.01	49.01	49.01	49.01	54.01
CAPITAL PROJECT ADMINISTRATION					
Town Engineer	0.40	0.40	0.40	0.40	0.40
Assistant Town Engineer	1.00	1.00	1.00	1.00	1.00
CIP Communication Specialist	0.00	0.00	0.00	1.00	1.00
Senior Project Manager	7.00	9.00	9.00	11.00	13.00
Project Analyst	1.00	1.00	1.00	1.00	1.00
Project Supervisor	3.00	3.00	3.00	3.00	3.00
Administrative Assistant	1.00	0.50	0.50	0.50	0.50
TOTAL CAPITAL PROJECT ADMINISTRATION	13.40	14.90	14.90	17.90	19.90
GRAND TOTAL POSITIONS	1,565.08	1,610.08	1,683.58	1,686.58	1,720.58
LIMITED TERM AGREEMENTS					
GENERAL FUND					
Town Manager					
Emergency Management Analyst	0.00	1.00	1.00	1.00	1.00
Management Analyst	0.00	0.00	0.00	0.50	0.50
Intern	0.50	0.50	0.00	0.00	0.00
Human Resources					
STEM Intern	0.00	0.50	0.00	0.00	0.00
HR Specialist	0.00	1.00	1.00	1.00	1.00
General Counsel					
Legal Intern	0.00	0.25	0.00	0.00	0.00
Paralegal	0.00	1.00	0.00	0.00	0.00
Information Technology					
IT Project Manager	0.00	0.00	0.00	1.00	1.00
Finance					
HRIS Analyst	0.00	0.00	0.00	0.00	1.00
Tax Auditor	0.00	0.50	0.00	0.00	0.00

TOWN OF GILBERT POSITION LISTING

	<u>Actual FY 2021</u>	<u>Actual FY 2022</u>	<u>Budget FY 2023</u>	<u>Projected FY 2023</u>	<u>Requested FY 2024</u>
Police					
Victim Advocate	0.00	1.00	2.00	2.00	2.00
Fire					
Administrative Assistant	0.00	0.00	0.00	0.00	1.48
Parks and Recreation					
Recreation Specialist	0.00	0.00	0.00	0.00	1.00
TOTAL GENERAL FUND	<u>0.50</u>	<u>5.75</u>	<u>4.00</u>	<u>5.50</u>	<u>8.98</u>
STREETS FUND					
ITS Operations Supervisor	0.00	1.00	0.00	0.00	0.00
TOTAL STREETS FUND	<u>0.00</u>	<u>1.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
WATER FUND					
Water Metering					
Water Meter Supervisor	1.00	1.00	1.00	1.00	1.00
TOTAL WATER FUND	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
FLEET FUND					
Fleet Operations					
Fleet Technician	0.00	2.00	0.00	0.00	0.00
TOTAL WATER FUND	<u>0.00</u>	<u>2.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
HEALTH TRUST					
Health Trust Administration					
Wellness Coordinator	1.00	1.00	1.00	1.00	0.00
TOTAL HEALTH TRUST	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>0.00</u>
TOTAL LTA	<u>2.50</u>	<u>10.75</u>	<u>6.00</u>	<u>7.50</u>	<u>9.98</u>
TOTAL FTE AND LTA	<u>1,567.58</u>	<u>1,620.83</u>	<u>1,689.58</u>	<u>1,694.08</u>	<u>1,730.56</u>

TOWN OF GILBERT
Capital Outlay Listing
Fiscal Year 2023-2024

Current Veh #	New Veh #	Department	Description	Amount
GENERAL FUND				
		Fire - Resource	Portable Radio Replacements	\$ 2,500,000
		Information Technology - Infrastructure	Public Safety Microwave replacement	\$ 129,000
Add2401		General Counsel	Vehicle for Public Safety Legal Advisor	\$ 30,000
Add2302		Police - Peer Support	Interceptor Utility Vehicle - Carry Forward	\$ 68,420
Add2201		Police - Office of Professional Stds	Wellness Officer Vehicle - Carry Forward	\$ 45,830
Add2402		Police - Training	FTO leadership vehicle, make ready, AED device	\$ 68,020
Add2303		Police - Civilian Patrol	Interceptor Utility Vehicle - Carry Forward	\$ 87,210
Add2314		Police - Family Violence Unit	Unmarked Sedan - Carry Forward	\$ 27,700
Add2403		Police - Special Victims Unit	Detective vehicle and make ready	\$ 48,600
Add2315		Police - Intel Unit	Unmarked SUV - Carry Forward	\$ 67,320
		Fire - Operations	DJI M30 Drones (2)	\$ 37,300
		Fire - Operations	Special Events Command Tent - Carry Forward	\$ 30,000
Add2407		Fire - Operations	Polaris Ranger	\$ 39,000
Add2404		Fire - Resource	F-150, make ready, and SCBA	\$ 69,000
Add2405		Fire - Resource	F-150 and make ready	\$ 57,000
Add2406		Fire - Resource	15 Passenger Van and make ready	\$ 46,000
		Fire - Resource	Extrication equipment (3)	\$ 109,640
		Fire - Resource	Automatic Compression Device - Carry Forward	\$ 175,530
Add2323		Fire - Resource	Ford Explorer - Carry Forward	\$ 50,640
Add2313		Facilities - Admin	Utility Service Truck - Carry Forward	\$ 59,470
Add2408		Engineering Administration	SUV and make ready	\$ 38,000
Add2312		Engineering - Traffic	1/2 Ton Truck and Upfit - Carry Forward	\$ 38,000
Total General Fund				\$ 3,821,680
GENERAL REPLACEMENT FUND				
		Fire - Resource	Volterra Pumper	\$ 325,000
2074		Parks - PKID Maintenance	Pickup 3/4 Ton	\$ 59,000
1917		Facilities Maintenance	Pickup 1/2 Ton	\$ 40,500
1964		Facilities Maintenance	Pickup 1/2 Ton	\$ 45,500
2175		Facilities Maintenance	Golf Cart	\$ 13,500
2214		PD - Patrol	Patrol SUV	\$ 75,500
2239		PD - Patrol	Patrol SUV	\$ 75,500
2363		PD - Patrol	Patrol SUV	\$ 75,500
2365		PD - Patrol	Patrol SUV	\$ 75,500
2075		PD - Special Assignment Unit	Pickup 1/2 Ton	\$ 52,500
709		Fire - Resource	Pickup 1/2 Ton	\$ 54,500
682		Fire Operations	Command Van	\$ 1,000,500
1972		Fire Operations	Hazmat Truck	\$ 750,500
2222		Police - Detention Transport	Passenger Van - Carry Forward	\$ 102,600
686		Information Technology	3/4 Ton Pickup - Carry Forward	\$ 49,420
2374		Police - Canine	Patrol SUV - Carry Forward	\$ 67,420
2653		Police - Financial Crimes Unit	Sedan -Totaled - Carry Forward	\$ 27,700
1928		Police - Internal Affairs	Sedan Large - Unmarked - Carry Forward	\$ 36,600
2417		Police - Person Crimes (VCU)	SUV - Totaled - Carry Forward	\$ 49,480
2080		Police - SWAT	Pickup 1/2 Ton - Unmarked - Carry Forward	\$ 58,800
1851		Fire - Resource	Fire Ladder - Carry Forward	\$ 1,534,140
Total General Replacement Fund				\$ 4,569,660

TOWN OF GILBERT
Capital Outlay Listing
Fiscal Year 2023-2024

Current Veh #	New Veh #	Department	Description	Amount
STREET FUND				
	Add2318	Traffic Signal Maintenance	3/4 Ton Truck and Upfit - Carry Forward	\$ 54,300
	Add2317	Traffic Operations Center	Bucket Service Truck - Carry Forward	\$ 205,030
		Total Street Fund		\$ 259,330
STREET REPLACEMENT FUND				
	2142	Crack Sealing	Pickup 1/2 Ton	\$ 43,500
	2064	Street Signs	Pickup & Utility Body	\$ 98,500
	2065	Street Signs	Pickup & Utility Body	\$ 98,500
	2072	Traffic Signal Maintenance	Pickup 3/4 Ton	\$ 63,500
	2368	Landscape Maintenance	Pickup 3/4 Ton	\$ 60,500
	347	Asphalt Patching	Trailer - Carry Forward	\$ 30,890
	646	Fog Sealing	Trailer - Carry Forward	\$ 12,470
		Total Street Replacement Fund		\$ 407,860
WATER FUND				
	Add2321	Distribution	3/4 Ton Extended Cab Truck - Carry Forward	\$ 56,910
		Total Water Fund		\$ 56,910
WATER REPLACEMENT FUND				
	645	Water North Treatment Plant	Golf Cart	\$ 13,500
	2062	Water Well Production	Pickup 3/4 Ton	\$ 59,000
	2068	Utility Locates	Pickup 1/2 Ton	\$ 46,000
	2067	Utility Locates	Pickup 1/2 Ton	\$ 46,000
		Total Water Replacement Fund		\$ 164,500
WASTEWATER FUND				
	Add2319	Wastewater Quality	Pickup 1/2 Ton - Carry Forward	\$ 36,550
	Add2320	Wastewater Quality	Pickup 1/2 Ton - Carry Forward	\$ 36,020
		Gravity Systems	Trench Compactor - Carry Forward	\$ 42,800
		Total Wastewater Fund		\$ 115,370
WASTEWATER REPLACEMENT FUND				
	2278	Lift Systems	Pickup 1/2 Ton	\$ 40,500
	595	Wastewater Quality	Cargo Van - Carry Forward	\$ 40,400
	768	Effluent Reuse	2 Ton Truck With Crane - Carry Forward	\$ 154,550
	2040	Gravity Systems	1 Ton Pickup - Carry Forward	\$ 73,910
	565	Lift Systems	2 Ton Truck With Crane - Carry Forward	\$ 151,860
		Total Wastewater Replacement Fund		\$ 461,220

TOWN OF GILBERT
Capital Outlay Listing
Fiscal Year 2023-2024

Current Veh #	New Veh #	Department	Description	Amount
SOLID WASTE - RESIDENTIAL				
Add2409		Residential Collections	Pressure washing mobile unit	\$ 51,000
Add2410		Environmental Programs	Household Hazardous Waste Truck	\$ 50,000
Total Solid Waste Residential Fund				\$ 101,000
SOLID WASTE - RESIDENTIAL REPLACEMENT FUND				
2450		Residential Collections	Automated Side Loader - Refurb	\$ 220,500
2451		Residential Collections	Automated Side Loader - Refurb	\$ 220,500
2454		Residential Collections	Automated Side Loader - Refurb	\$ 220,500
2458		Residential Collections	Automated Side Loader - Refurb	\$ 220,500
2459		Residential Collections	Automated Side Loader - Refurb	\$ 220,500
2213		Residential Collections	Automated Side Loader - Carry Forward	\$ 361,500
2219		Residential Collections	Automated Side Loader - Carry Forward	\$ 361,500
2220		Residential Collections	Automated Side Loader - Carry Forward	\$ 361,500
2272		Residential Collections	Automated Side Loader - Carry Forward	\$ 361,500
2273		Residential Collections	Automated Side Loader - Carry Forward	\$ 361,500
2277		Residential Collections	Automated Side Loader - Carry Forward	\$ 361,500
2285		Residential Collections	Automated Side Loader - Carry Forward	\$ 361,500
2286		Residential Collections	Automated Side Loader - Carry Forward	\$ 361,500
2226		Residential Collections	Roll Off Truck - Carry Forward	\$ 170,000
Total Solid Waste Residential Replacement Fund				\$ 4,164,500
SOLID WASTE - COMMERCIAL REPLACEMENT FUND				
2217		Commercial Collections	Front End Loader - Carry Forward	\$ 295,000
2143		Commercial Collections	Front End Loader - Carry Forward	\$ 329,010
Total Solid Waste Commercial Replacement Fund				\$ 624,010
ENVIRONMENTAL COMPLIANCE FUND				
Add2411		Storm Water	Utility Trailer	\$ 15,000
Add2412		Storm Water	1/2 Ton Truck	\$ 50,000
Add2413		Storm Water	Combination Cleaner	\$ 550,000
Add2414		Storm Water	1/2 Ton Truck	\$ 50,000
Total Environmental Compliance Fund				\$ 665,000
DEVELOPMENT FEES AND GRANTS				
Add2308		Police - Admin	Interceptor Utility Vehicle - Carry Forward	\$ 74,460
Add2212		Police - Investigations Admin	Sedan with Radio - Carry Forward	\$ 58,000
Add2416		Police - Crime Scene Unit	Forensic Supervisor vehicle and radio	\$ 60,500
Add2415		Police - Drug Enforcement Unit	DEU Sergeant vehicle and radio	\$ 49,100
		Police - Special Enforcement Unit	GR4100-Motorcycles - Carry Forward	\$ 35,700
		Police - Special Enforcement Unit	GR4200-Metal Detectors & Rifles - Carry Forward	\$ 19,440

**TOWN OF GILBERT
Capital Outlay Listing
Fiscal Year 2023-2024**

Current Veh #	New Veh #	Department	Description	Amount
	Add2417	Fire - Resource	SCBA's and Tank (12)	\$ 60,000
	Add2418	Fire - Resource	Portable Radios (5)	\$ 65,000
	Add2419	Fire - Resource	Cardiac Monitor	\$ 35,000
	Add2420	Fire - Resource	Fire Pumper	\$ 860,000
Total Development Fees and Grants				\$ 1,317,200
FLEET FUND				
	Add2421	Fleet Shop Operations	1/2 Ton Pickup	\$ 40,000
	Add2422	Fleet Shop Operations	3/4 Ton Truck with Service Body	\$ 130,000
Total Fleet Fund				\$ 170,000
FLEET REPLACEMENT FUND				
427		Fleet Shop Operations	1 Ton Pickup - Carry Forward	\$ 110,000
631		Fleet Shop Operations	2 Ton Service Truck - Carry Forward	\$ 149,000
Total Fleet Replacement Fund				\$ 259,000
AMBULANCE SERVICE FUND				
	Add2311	Ambulance Transport - Operations	Spare Reserve Ambulance - Carry Forward	\$ 296,000
Total Ambulance Service Fund				\$ 296,000
AMBULANCE TRANSPORT & OPERATIONS REPLACEMENT				
	Add2309	Ambulance Transport - Operations	Horton Type 1 Ambulance - Carry Forward	\$ 296,000
	Add2310	Ambulance Transport - Operations	Horton Type 1 Ambulance - Carry Forward	\$ 296,000
Total Ambulance Transport & Operations Replacement				\$ 592,000
CAPITAL PROJECT CAPITAL OUTLAY				\$ 1,357,326,310
TOTAL CAPITAL OUTLAY				\$ 1,375,371,550

TOWN OF GILBERT
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2024

Fiscal Year			FUNDS							
			General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2023	Adopted/Adjusted Budgeted Expenditures/Expenses*	E 1	\$ 249,741,814	\$ 618,827,184	\$ 68,990,011	\$ 590,167,876	\$ -	\$ 99,464,095	\$ 43,650,760	\$ 1,670,841,740
2023	Actual Expenditures/Expenses**	E 2	\$ 223,170,559	\$ 63,704,641	\$ 65,618,560	\$ 51,788,957	\$ -	\$ 83,476,385	\$ 41,118,166	\$ 528,877,268
2024	Fund Balance/Net Position at July 1***	3	\$ 231,946,766	\$ 800,211,155	\$ 17,591,450	\$ -	\$ -	\$ 268,034,883	\$ 11,828,718	\$ 1,329,612,972
2024	Primary Property Tax Levy	B 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Secondary Property Tax Levy	B 5	\$ -	\$ -	\$ 31,600,000	\$ -	\$ -	\$ -	\$ -	\$ 31,600,000
2024	Estimated Revenues Other than Property Taxes	C 6	\$ 270,673,900	\$ 425,379,500	\$ 2,577,100	\$ -	\$ -	\$ 165,504,000	\$ 44,591,990	\$ 908,726,490
2024	Other Financing Sources	D 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Other Financing (Uses)	D 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Interfund Transfers In	D 9	\$ 32,381,260	\$ 21,284,000	\$ 63,224,620	\$ 822,812,269	\$ -	\$ 38,180,000	\$ 300,000	\$ 978,182,149
2024	Interfund Transfers (Out)	D 10	\$ 145,129,119	\$ 586,348,974	\$ -	\$ -	\$ -	\$ 245,065,886	\$ 1,638,170	\$ 978,182,149
2024	Reduction for Amounts Not Available:	11								
LESS: Amounts for Future Debt Retirement:			\$ -	\$ -	\$ 23,028,220	\$ -	\$ -	\$ -	\$ -	\$ 23,028,220
2024	Future Capital Projects		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	Maintained Fund Balance for Financial Stability		\$ 59,080,000	\$ 6,500,000				\$ 47,480,000	\$ 7,182,341	\$ 120,242,341
										\$ -
										\$ -
2024	Total Financial Resources Available		\$ 330,792,807	\$ 654,025,681	\$ 91,964,950	\$ 822,812,269	\$ -	\$ 179,172,997	\$ 47,900,197	\$ 2,126,668,901
2024	Budgeted Expenditures/Expenses	E	\$ 283,886,960	\$ 698,748,331	\$ 88,993,120	\$ 822,812,269	\$ -	\$ 111,808,850	\$ 43,251,770	\$ 2,049,501,300

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2023	2024
1.	\$ 1,670,841,740	\$ 2,049,501,300
2.	\$ (1,055,800,000)	\$ (1,400,000,000)
3.	\$ 615,041,740	\$ 649,501,300
4.	\$ (150,000,000)	\$ (150,000,000)
5.	\$ 465,041,740	\$ 499,501,300
6.	\$ 500,348,278	\$ 544,824,048

TOWN OF GILBERT
Tax Levy and Tax Rate Information
Fiscal Year 2024

	2023	2024
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$	\$
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$	\$
B. Secondary property taxes	29,600,000	31,600,000
C. Total property tax levy amounts	\$ 29,600,000	\$ 31,600,000
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$	
(2) Prior years' levies		
(3) Total primary property taxes	\$	
B. Secondary property taxes		
(1) Current year's levy	\$ 29,400,000	
(2) Prior years' levies	200,000	
(3) Total secondary property taxes	\$ 29,600,000	
C. Total property taxes collected	\$ 29,600,000	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
(2) Secondary property tax rate	0.9897	0.9883
(3) Total city/town tax rate	0.9897	0.9883
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>391</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF GILBERT
Revenues Other Than Property Taxes
Fiscal Year 2024

SOURCE OF REVENUES	ESTIMATED REVENUES 2023	ACTUAL REVENUES* 2023	ESTIMATED REVENUES 2024
GENERAL FUND			
Local taxes			
Local taxes, audit, & franchise fees	\$ 130,425,000	147,500,000	140,350,000
Licenses and permits			
Licenses and permits	3,865,000	2,745,000	2,610,000
Intergovernmental			
State Shared Revenue	83,000,000	86,800,000	110,000,000
State Grants & Contributions	886,000	1,007,000	965,300
Other Governments Revenue	1,620,000	3,047,500	2,855,000
Charges for services			
Charges for services	8,333,400	9,961,400	9,172,600
Fines and forfeits			
Fines and forfeits	2,640,000	2,485,000	2,510,000
Interest on investments			
General Fund	500,000	500,000	500,000
General Fund Repair & Replacement	50,000	50,000	50,000
In-lieu taxes			
SRP In Lieu	1,000,000	1,039,800	1,000,000
Miscellaneous			
Miscellaneous	790,000	745,000	636,000
Total General Fund	\$ 233,109,400	\$ 255,905,700	\$ 270,673,900
SPECIAL REVENUE FUNDS			
HURF	\$ 18,350,000	19,000,000	20,300,000
Vehicle License Tax	12,200,000	12,200,000	12,500,000
Interest Income	120,000	120,000	140,000
Streets Repair & Replacement	20,000	20,000	20,000
Other Streets Revenue	55,000	33,000	33,000
	\$ 30,745,000	\$ 31,373,000	\$ 32,993,000
Grants	\$ 31,488,370	685,790	32,913,020
	\$ 31,488,370	\$ 685,790	\$ 32,913,020
Other Special Revenue	\$ 3,213,270	2,838,270	3,135,520
System Development Fees	17,551,010	12,590,000	9,590,000
Intergovernmental Revenue	2,282,000		2,835,000
	\$ 23,046,280	\$ 15,428,270	\$ 15,560,520
CDBG/HOME	\$ 3,232,400	1,120,050	2,756,670
	\$ 3,232,400	\$ 1,120,050	\$ 2,756,670
PKID	\$ 1,144,890	1,144,890	877,380
Streetlight Improvement District	1,864,000	1,864,000	2,002,600
	\$ 3,008,890	\$ 3,008,890	\$ 2,879,980

TOWN OF GILBERT
Revenues Other Than Property Taxes
Fiscal Year 2024

SOURCE OF REVENUES	ESTIMATED REVENUES 2023	ACTUAL REVENUES* 2023	ESTIMATED REVENUES 2024
Police Impound	\$ 90,000	90,000	90,000
	\$ 90,000	\$ 90,000	\$ 90,000
Ambulance Transport	\$ 5,200,000	5,500,000	7,000,000
	\$ 5,200,000	\$ 5,500,000	\$ 7,000,000
Other Funding Sources	\$ 141,535,130	13,265,090	331,186,310
	\$ 141,535,130	\$ 13,265,090	\$ 331,186,310
Total Special Revenue Funds	\$ 238,346,070	\$ 70,471,090	\$ 425,379,500
DEBT SERVICE FUNDS			
Special Assessments	\$ 3,751,410	581,410	2,542,100
Investment Income	35,000	35,000	35,000
	\$ 3,786,410	\$ 616,410	\$ 2,577,100
Total Debt Service Funds	\$ 3,786,410	\$ 616,410	\$ 2,577,100
ENTERPRISE FUNDS			
Water Operating	\$ 65,103,000	70,405,500	78,235,500
Water Repair & Replacement	500,000	500,000	300,000
Water and Water Resources SDF	14,500,000	9,000,000	7,500,000
	\$ 80,103,000	\$ 79,905,500	\$ 86,035,500
Wastewater Operating	\$ 33,656,000	33,656,000	44,026,000
Wastewater Repair & Replacement	200,000	200,000	200,000
Wastewater SDF	3,555,000	2,575,000	2,060,000
	\$ 37,411,000	\$ 36,431,000	\$ 46,286,000
Solid Waste - Residential	\$ 20,295,000	20,500,000	22,655,000
SW Residential Repair & Replacement	109,000	8,000	8,000
	\$ 20,404,000	\$ 20,508,000	\$ 22,663,000
Solid Waste - Commercial	\$ 3,395,000	3,552,000	3,707,500
SW Commercial Repair & Replacement	2,000	2,000	2,000
	\$ 3,397,000	\$ 3,554,000	\$ 3,709,500
Environmental Compliance	\$ 4,840,000	4,840,000	6,805,000
Env Compliance Repair & Replacement	5,000	5,000	5,000
	\$ 4,845,000	\$ 4,845,000	\$ 6,810,000
Total Enterprise Funds	\$ 146,160,000	\$ 145,243,500	\$ 165,504,000

TOWN OF GILBERT
Revenues Other Than Property Taxes
Fiscal Year 2024

SOURCE OF REVENUES	ESTIMATED REVENUES 2023	ACTUAL REVENUES* 2023	ESTIMATED REVENUES 2024
INTERNAL SERVICE FUNDS			
Fleet Maintenance	\$ 9,401,000	11,604,000	11,578,500
	\$ 9,401,000	\$ 11,604,000	\$ 11,578,500
Health Self Insurance	\$ 20,920,000	21,685,000	23,130,000
	\$ 20,920,000	\$ 21,685,000	\$ 23,130,000
Dental Self Insurance	\$ 1,282,000	1,282,000	1,325,000
	\$ 1,282,000	\$ 1,282,000	\$ 1,325,000
Workers' Compensation	\$ 3,260,000	4,580,000	4,210,000
	\$ 3,260,000	\$ 4,580,000	\$ 4,210,000
General Liability Insurance	\$ 4,348,490	4,348,490	4,348,490
	\$ 4,348,490	\$ 4,348,490	\$ 4,348,490
Total Internal Service Funds	\$ 39,211,490	\$ 43,499,490	\$ 44,591,990
TOTAL ALL FUNDS	\$ 660,613,370	\$ 515,736,190	\$ 908,726,490

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF GILBERT
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2024

FUND	OTHER FINANCING 2024		INTERFUND TRANSFERS 2024	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
General Fund	\$	\$	\$ 10,081,260	\$ 107,951,188
General Fund Repair & Replacement			22,300,000	37,177,931
Total General Fund	\$	\$	\$ 32,381,260	\$ 145,129,119
SPECIAL REVENUE FUNDS				
Streets	\$	\$	\$ 164,000	\$ 19,141,957
Streets Repair & Replacement			670,000	
CDBG/HOME				836,777
Police Impound			150,000	15,000
Ambulance Transport			300,000	680,000
Grants				26,517,765
Other Special Revenue				1,479,000
System Development Fees			20,000,000	91,578,969
Other Funding Sources				446,099,506
Total Special Revenue Funds	\$	\$	\$ 21,284,000	\$ 586,348,974
DEBT SERVICE FUNDS				
Debt Service	\$	\$	\$ 63,224,620	\$
Total Debt Service Funds	\$	\$	\$ 63,224,620	\$
CAPITAL PROJECTS FUNDS				
Redevelopment	\$	\$	\$ 86,965,980	\$
Streets			361,556,050	
Traffic Control			28,171,640	
Parks and Recreation			74,535,960	
Municipal Facilities			83,454,570	
Water			92,533,789	
Wastewater			90,676,260	
Storm Water			4,918,020	
Total Capital Projects Funds	\$	\$	\$ 822,812,269	\$
ENTERPRISE FUNDS				
Water	\$	\$	\$	\$ 59,697,510
Water Repair & Replacement			16,815,000	72,468,905
Wastewater			1,035,000	31,740,097
Wastewater Repair & Replacement			14,400,000	68,682,283
Solid Waste - Residential			1,500,000	4,485,090
SW Residential Repair & Replace			1,500,000	
Solid Waste - Commercial				706,821
SW Commercial Repair & Replace			430,000	
Environmental Compliance				3,753,264
Env Compliance Repair & Replace			2,500,000	3,531,916
Total Enterprise Funds	\$	\$	\$ 38,180,000	\$ 245,065,886
INTERNAL SERVICE FUNDS				
Fleet	\$	\$	\$	\$ 411,539
Fleet Repair & Replacement			300,000	1,226,631
General Liability Insurance				
Total Internal Service Funds	\$	\$	\$ 300,000	\$ 1,638,170
TOTAL ALL FUNDS	\$	\$	\$ 978,182,149	\$ 978,182,149

TOWN OF GILBERT
Expenditures/Expenses by Fund
Fiscal Year 2024

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2023	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2023	ACTUAL EXPENDITURES/ EXPENSES* 2023	BUDGETED EXPENDITURES/ EXPENSES 2024
GENERAL FUND				
Mayor and Council	\$ 807,340	\$ 56,790	\$ 848,607	\$ 875,450
Manager	1,832,910	138,940	1,969,346	2,147,580
Community Resources	698,140	8,850	703,426	810,260
Emergency Mgt and Safety	576,360		263,906	306,900
Digital Government	1,983,470	78,650	1,498,120	1,863,590
Intergovernmental Relations	449,470	30,410	469,155	464,020
Economic Development	3,435,710	300,690	3,037,459	3,350,120
Information Technology	22,666,160	363,484	20,080,885	25,902,360
Human Resources	3,014,780	168,780	3,063,774	3,533,090
Management and Budget	845,410	37,600	872,306	843,980
Town Clerk	978,940	56,240	943,922	756,050
Legal Services	4,340,640	302,960	4,623,379	4,958,360
Management Services	3,596,550	154,440	3,630,041	4,363,840
Municipal Court	3,729,200	364,780	4,089,131	3,852,750
Development Services	9,014,380	408,710	9,078,756	9,217,940
Police	67,747,950	6,674,672	74,398,856	77,631,930
Fire and Rescue	46,260,910	1,937,405	47,279,092	46,249,940
Parks and Recreation	28,993,620	1,780,190	27,475,090	36,226,230
Public Works	1,553,030	145,680	1,099,484	1,686,660
GF Replacement	12,018,450	(1,217,000)	5,552,210	11,261,960
Non-Departmental	41,825,950	(18,419,827)	12,193,614	47,583,950
Total General Fund	\$ 256,369,370	\$ (6,627,556)	\$ 223,170,559	\$ 283,886,960
SPECIAL REVENUE FUNDS				
Streets	\$ 28,872,390	\$ (475,660)	\$ 26,737,366	\$ 30,636,670
Grants	5,310,370		685,790	6,381,140
CDBG/HOME	1,779,970		1,057,446	1,919,890
Police Impound	193,470		185,058	209,960
Ambulance Transport	5,572,590	62,000	5,049,206	6,919,380
Special Districts	3,240,140	8,380	3,043,936	3,255,980
Development Fees	766,760	50,460	766,760	1,412,060
Other Special Revenue	3,008,500	(106,692)	1,951,293	3,279,160
Total Special Revenue Funds	\$ 48,744,190	\$ (461,512)	\$ 39,476,855	\$ 54,014,240
DEBT SERVICE FUNDS				
Debt Service	\$ 68,831,770	\$ 158,241	\$ 65,618,560	\$ 88,993,120
Total Debt Service Funds	\$ 68,831,770	\$ 158,241	\$ 65,618,560	\$ 88,993,120
OTHER FUNDING SOURCES				
Capital Projects	\$ 599,521,970	\$ (28,977,464)	\$ 24,227,786	\$ 644,734,091
Total Other Funding Sources	\$ 599,521,970	\$ (28,977,464)	\$ 24,227,786	\$ 644,734,091
CAPITAL PROJECT FUNDS				
Redevelopment	\$ 27,844,510	\$ 4,909,242	\$ 1,041,950	\$ 86,965,980
Streets	246,780,870	11,338,080	19,779,437	361,556,050
Traffic Control	14,383,330	823,460	1,165,446	28,171,640
Parks and Recreation	21,041,500	433,000	2,314,309	74,535,960
Municipal Facilities	66,151,730	14,000,189	9,485,399	83,454,570
Water	75,076,960	5,111,005	5,568,151	92,533,789
Wastewater	94,567,840	4,502,340	12,378,495	90,676,260
Storm Water	8,009,820	(4,806,000)	55,770	4,918,020
Total Capital Project Funds	\$ 553,856,560	\$ 36,311,316	\$ 51,788,957	\$ 822,812,269

TOWN OF GILBERT
Expenditures/Expenses by Fund
Fiscal Year 2024

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2023	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2023	ACTUAL EXPENDITURES/ EXPENSES* 2023	BUDGETED EXPENDITURES/ EXPENSES 2024
ENTERPRISE FUNDS				
Water	\$ 43,211,680	\$ (908,727)	\$ 34,721,978	\$ 48,832,400
Wastewater	28,088,830	(888,335)	24,149,761	28,885,200
Solid Waste - Residential	23,097,580	(105,124)	18,874,335	25,922,760
Solid Waste - Commercial	4,020,540	(839)	3,005,327	4,213,950
Environmental Compliance	2,948,490		2,724,984	3,954,540
Total Enterprise Funds	\$ 101,367,120	\$ (1,903,025)	\$ 83,476,385	\$ 111,808,850
INTERNAL SERVICE FUNDS				
Fleet Maintenance	\$ 10,134,900	\$ 1,500,000	\$ 10,446,362	\$ 11,498,160
Health Self Insurance	22,973,840		22,123,955	22,674,470
Dental Self Insurance	1,570,000		1,570,000	1,520,000
Workers' Compensation	3,123,530		2,684,077	3,201,450
General Liability Insurance	4,348,490		4,293,772	4,357,690
Total Internal Service Funds	\$ 42,150,760	\$ 1,500,000	\$ 41,118,166	\$ 43,251,770
TOTAL ALL FUNDS	\$ 1,670,841,740	\$	\$ 528,877,268	\$ 2,049,501,300

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF GILBERT
Expenditures/Expenses by Department
Fiscal Year 2024

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2023	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2023	ACTUAL EXPENDITURES/ EXPENSES* 2023	BUDGETED EXPENDITURES/ EXPENSES 2024
Mayor and Council				
General Fund	\$ 807,340	\$ 56,790	\$ 848,607	\$ 875,450
Special Revenue	\$	\$	\$	\$ 22,250
Department Total	\$ 807,340	\$ 56,790	\$ 848,607	\$ 897,700
Manager				
General Fund	\$ 1,832,910	\$ 138,940	\$ 1,969,346	\$ 2,147,580
CDBG/HOME	1,779,970		1,057,446	1,919,890
Special Revenue	59,620		59,620	40,160
Department Total	\$ 3,672,500	\$ 138,940	\$ 3,086,412	\$ 4,107,630
Community Resources				
General Fund	698,140	8,850	703,426	810,260
Grants		1,207,993	345,210	862,790
Department Total	\$ 698,140	\$ 1,216,843	\$ 1,048,636	\$ 1,673,050
Emergency Mgt and Safety				
General Fund	\$ 576,360	\$	\$ 263,906	\$ 306,900
Grants	128,520	129,200	50,680	114,430
Department Total	\$ 704,880	\$ 129,200	\$ 314,586	\$ 421,330
Digital Government				
General Fund	\$ 1,983,470	\$ 78,650	\$ 1,498,120	\$ 1,863,590
Special Revenue	9,940		9,940	10,000
Department Total	\$ 1,993,410	\$ 78,650	\$ 1,508,060	\$ 1,873,590
Intergovernmental Relations				
General Fund	\$ 449,470	\$ 30,410	\$ 469,155	\$ 464,020
Grants	62,940	125,000	66,231	65,170
Special Revenue				
Department Total	\$ 512,410	\$ 155,410	\$ 535,386	\$ 529,190
Economic Development				
General Fund	\$ 3,435,710	\$ 300,690	\$ 3,037,459	\$ 3,350,120
Special Revenue				\$ 335,480
Grants		\$ 259,347		\$ 167,690
Department Total	\$ 3,435,710	\$ 560,037	\$ 3,037,459	\$ 3,853,290
Information Technology				
General Fund	\$ 22,666,160	\$ 363,484	\$ 20,080,885	\$ 25,902,360
Department Total	\$ 22,666,160	\$ 363,484	\$ 20,080,885	\$ 25,902,360
Human Resources				
General Fund	\$ 3,014,780	\$ 168,780	\$ 3,063,774	\$ 3,533,090
Department Total	\$ 3,014,780	\$ 168,780	\$ 3,063,774	\$ 3,533,090

TOWN OF GILBERT
Expenditures/Expenses by Department
Fiscal Year 2024

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2023	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2023	ACTUAL EXPENDITURES/ EXPENSES* 2023	BUDGETED EXPENDITURES/ EXPENSES 2024
Management and Budget				
General Fund	\$ 845,410	\$ 37,600	\$ 872,306	\$ 843,980
Department Total	\$ 845,410	\$ 37,600	\$ 872,306	\$ 843,980
Town Clerk				
General Fund	\$ 978,940	\$ 56,240	\$ 943,922	\$ 756,050
Department Total	\$ 978,940	\$ 56,240	\$ 943,922	\$ 756,050
Legal Services				
General Fund	\$ 4,340,640	\$ 302,960	\$ 4,623,379	\$ 4,958,360
Department Total	\$ 4,340,640	\$ 302,960	\$ 4,623,379	\$ 4,958,360
Management Services				
General Fund	\$ 3,596,550	\$ 154,440	\$ 3,630,041	\$ 4,363,840
Department Total	\$ 3,596,550	\$ 154,440	\$ 3,630,041	\$ 4,363,840
Municipal Court				
General Fund	\$ 3,729,200	\$ 364,780	\$ 4,089,131	\$ 3,852,750
Special Revenue	588,310		527,812	555,600
Department Total	\$ 4,317,510	\$ 364,780	\$ 4,616,943	\$ 4,408,350
Development Services				
General Fund	\$ 9,014,380	\$ 408,710	\$ 9,078,756	\$ 9,217,940
Grants				
Special Revenue	1,051,890		1,051,890	842,840
Department Total	\$ 10,066,270	\$ 408,710	\$ 10,130,646	\$ 10,060,780
Police				
General Fund	\$ 67,747,950	\$ 6,674,672	\$ 74,398,856	\$ 77,631,930
Police Impound	193,470		185,058	209,960
Grants	181,850	382,013	289,900	184,080
Special Revenue	107,610		107,610	281,160
Department Total	\$ 68,230,880	\$ 7,056,685	\$ 74,981,424	\$ 78,307,130
Fire and Rescue				
General Fund	\$ 46,260,910	\$ 1,937,405	\$ 47,279,092	\$ 46,249,940
Ambulance Transport	5,572,590	62,000	5,049,206	6,919,380
Grants		10,200		
Special Revenue	58,300		58,300	56,610
Department Total	\$ 51,891,800	\$ 2,009,605	\$ 52,386,598	\$ 53,225,930
Parks and Recreation				
General Fund	\$ 28,993,620	\$ 1,780,190	\$ 27,475,090	\$ 36,226,230
Special Revenue	20,000		20,000	20,000
Grants				52,150
Department Total	\$ 29,013,620	\$ 1,780,190	\$ 27,495,090	\$ 36,298,380

TOWN OF GILBERT
Expenditures/Expenses by Department
Fiscal Year 2024

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2023	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2023	ACTUAL EXPENDITURES/ EXPENSES* 2023	BUDGETED EXPENDITURES/ EXPENSES 2024
Public Works				
General Fund	\$ 1,553,030	\$ 145,680	\$ 1,099,484	\$ 1,686,660
Streets Fund	28,872,390	(475,660)	26,737,366	30,636,670
Water Fund	43,211,680	(908,727)	34,721,978	48,832,400
Wastewater Fund	28,088,830	(888,335)	24,149,761	28,885,200
Solid Waste - Residential	23,097,580	(105,124)	18,874,335	25,922,760
Solid Waste - Commercial	4,020,540	(839)	3,005,327	4,213,950
Environmental Compliance	2,948,490		2,724,984	3,954,540
Department Total	\$ 131,792,540	\$ (2,233,005)	\$ 111,313,235	\$ 144,132,180
Special Revenue and Non-Operating				
Repair and Replacement	\$ 12,018,450	\$ (1,217,000)	\$ 5,552,210	\$ 11,261,960
Non-Departmental	41,825,950	(18,419,827)	12,193,614	47,583,950
Miscellaneous Grants	5,000,000	(2,113,753)		5,000,000
Special Districts	3,240,140	8,380	3,043,936	3,255,980
Development Fees	766,760	50,460	766,760	1,412,060
Other Special Revenue	1,049,890	(106,692)	49,890	1,049,890
Debt Service	68,831,770	158,241	65,618,560	88,993,120
Other Funding Sources	599,521,970	(28,977,464)	24,227,786	644,734,091
Capital Improvement Funds	553,856,560	36,311,316	51,788,957	822,812,269
Internal Services	42,150,760	1,500,000	41,118,166	43,251,770
Department Total	\$ 1,328,262,250	\$ (12,806,339)	\$ 204,359,879	\$ 1,669,355,090
TOTAL ALL FUNDS	\$ 1,670,841,740	\$	\$ 528,877,268	\$ 2,049,501,300

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

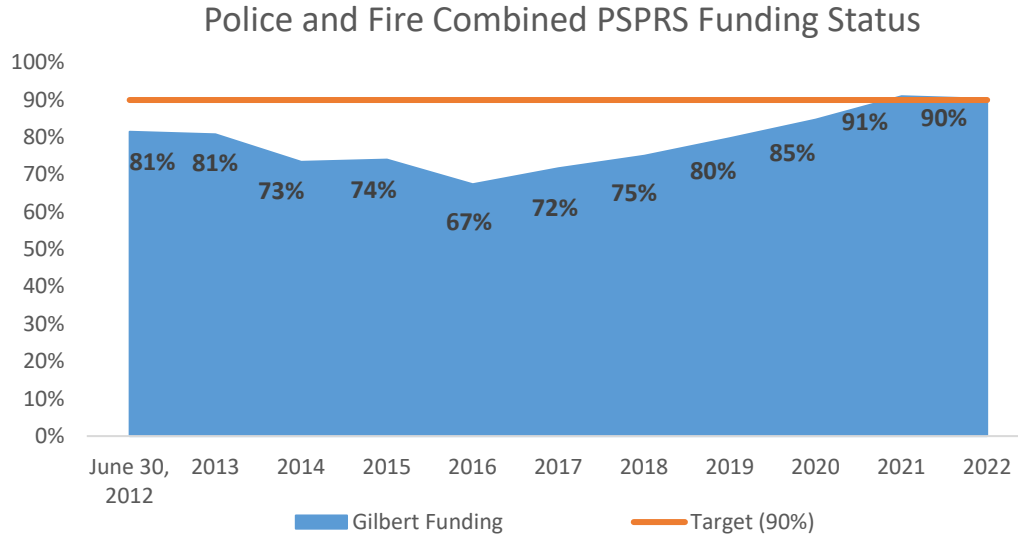
TOWN OF GILBERT
Full-Time Employees and Personnel Compensation
Fiscal Year 2024

FUND	Full-Time Equivalent (FTE) 2024	Employee Salaries and Hourly Costs 2024	Retirement Costs 2024	Healthcare Costs 2024	Other Benefit Costs 2024	Total Estimated Personnel Compensation 2024
GENERAL FUND	1247.74	\$ 128,886,731	\$ 19,222,477	\$ 20,156,433	\$ 6,406,459	\$ 174,672,100
SPECIAL REVENUE FUNDS						
Roadway and Maintenance	1.00	\$ 80,285	\$ 8,639	\$ 22,602	\$ 4,964	\$ 116,490
Streets	58.66	4,832,525	497,822	920,752	292,111	6,543,210
Grants		161,150				161,150
CDBG	1.65	156,395	16,644	31,374	9,857	214,270
Parkway Improvement District	3.10	195,119	21,528	34,476	12,907	264,030
Court Automation	1.00	88,997	9,709	18,963	5,731	123,400
Court Enhancement	1.00	43,881	4,656	18,814	2,559	69,910
Police Impound	1.90	142,853	15,907	27,818	8,712	195,290
Ambulance Transport	43.56	3,446,516	375,664	564,973	242,337	4,629,490
Native American Intership	0.80	27,989		40	2,141	30,170
Tourism	1.00	108,016	13,275	19,084	7,925	148,300
Total Special Revenue Funds	113.67	\$ 9,283,726	\$ 963,844	\$ 1,658,896	\$ 589,244	\$ 12,495,710
CAPITAL PROJECTS FUNDS						
CIP Administration	19.90	\$ 2,452,881	\$ 265,686	\$ 359,130	\$ 156,943	\$ 3,234,640
Total Capital Projects Funds	19.90	\$ 2,452,881	\$ 265,686	\$ 359,130	\$ 156,943	\$ 3,234,640
ENTERPRISE FUNDS						
Water	141.93	\$ 9,330,657	\$ 1,201,259	\$ 2,293,829	\$ 701,205	\$ 13,526,950
Wastewater	53.50	4,949,775	446,763	758,179	261,123	6,415,840
Solid Waste - Residential	85.81	6,390,725	644,774	1,397,918	373,463	8,806,880
Solid - Waste - Commercial	8.44	777,435	81,593	168,474	47,438	1,074,940
Environmental Compliance	15.59	1,109,216	116,327	218,803	68,064	1,512,410
Total Enterprise Funds	305.27	\$ 22,557,808	\$ 2,490,716	\$ 4,837,203	\$ 1,451,293	\$ 31,337,020
INTERNAL SERVICE FUND						
Fleet Maintenance	31.00	\$ 2,146,326	\$ 237,224	\$ 443,922	\$ 138,338	\$ 2,965,810
Health Self Insurance	1.00	109,039	10,330	18,986	6,125	144,480
Workers' Compensation	1.00	87,882	9,572	18,967	5,619	122,040
General Liability Insurance	1.00	104,714	11,601	19,053	6,532	141,900
Total Internal Service Fund	34.00	\$ 2,447,961	\$ 268,727	\$ 500,928	\$ 156,614	\$ 3,374,230
TOTAL ALL FUNDS	1720.58	\$ 165,629,107	\$ 23,211,450	\$ 27,512,590	\$ 8,760,553	\$ 225,113,700

Public Safety Personnel Retirement System (PSPRS) Funding Status

In accordance with ARS 38-863.01, Gilbert provides the following information related to funding of the Public Safety Personnel Retirement System (PSPRS):

1) Gilbert PSPRS Tier 1&2 funding progress:



Gilbert is currently 90% funded which meets the Town’s target of 90%.

Due to the success of previous funding efforts, Gilbert has returned to making the regularly required contributions each pay period starting in FY 2022. If funding status falls below the 90% target in the future, Gilbert may consider re-implementing some or all of the following funding strategies:

- Remit contributions to PSPRS on July 1, under the assumption that PSPRS will have better investment earnings than the Town during the year;
- Remit the full budgeted amount for retirement contributions, which are usually higher than the actual expenditures so the difference becomes an excess contribution;
- Budget \$2 million above the calculated annual contribution amount; and
- Budget the highest historical PSPRS employer contribution rates which keep the contributions more stable as the rates decline in response to a declining unfunded liability.

2) Gilbert acknowledges acceptance of the PSPRS System’s Actuarial Valuation Report. As a fiduciary, accuracy of the report is the responsibility of PSPRS.

Gilbert Police Tier 1 and Tier 2 As of June 30, 2022	Gilbert Fire Tier 1 and Tier 2 As of June 30, 2022
91.1% Pension Funded Status	89.4% Pension Funded Status
\$16,978,621 Unfunded Liability	\$14,799,712 Unfunded Liability

3) The Town’s funding policy is included in the Financial Policies, which can be found in summary form in the Introductory Section of the Budget Book. The Budget Book is published annually on the Town’s website.



Shaping a new
tomorrow, today.

FY 2024 – Preliminary Budget

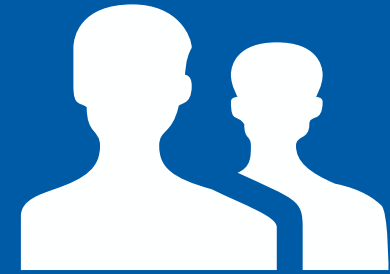
May 2, 2023

Gilbert is Best in Class



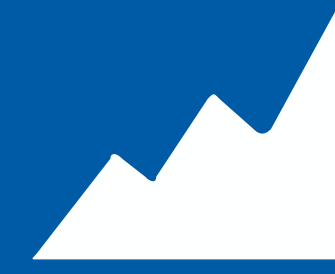
#1 Place to Live
in Arizona

(Ranking Arizona, 2022)



#1 Best City for
Early
Retirement

(SmartAsset, 2022)



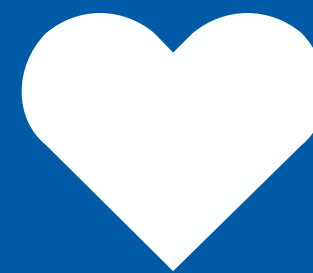
#3 City Whose
Unemployment
Rates are Bouncing
Back Most

(WalletHub, 2022)



#2 Best City to
Start a Side
Hustle

(LLC.org, 2023)



#3 Healthiest
Midsize
Employers in
Arizona

(Phoenix Business Journal, 2022)



#2 Best Place to
Raise a Family in
the Phoenix Area

(Niche, 2023)

Zero Base Results

\$1.6 million added this year
\$7.6 million in Total Savings since 2018!

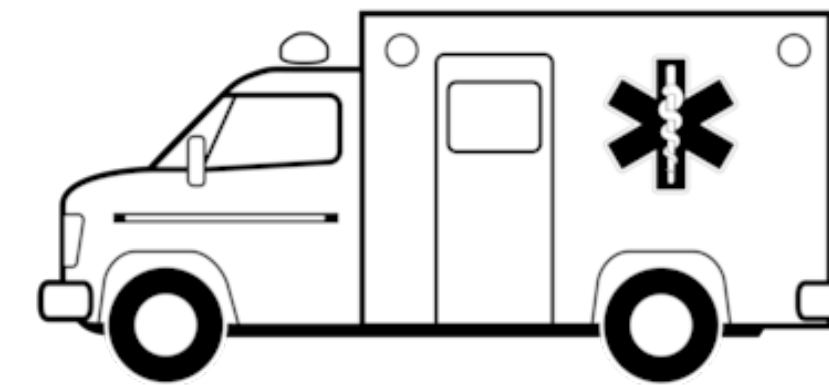
Police:
(\$233k)



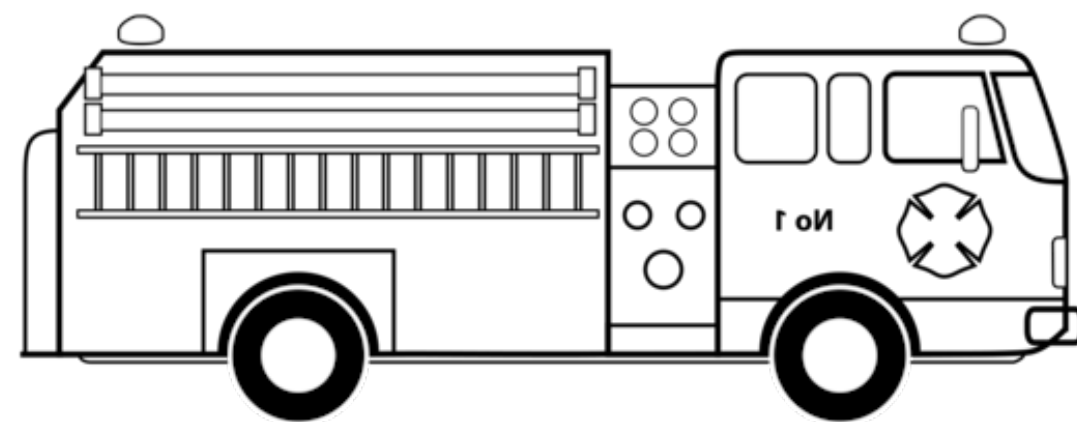
Water:
\$1,483,000



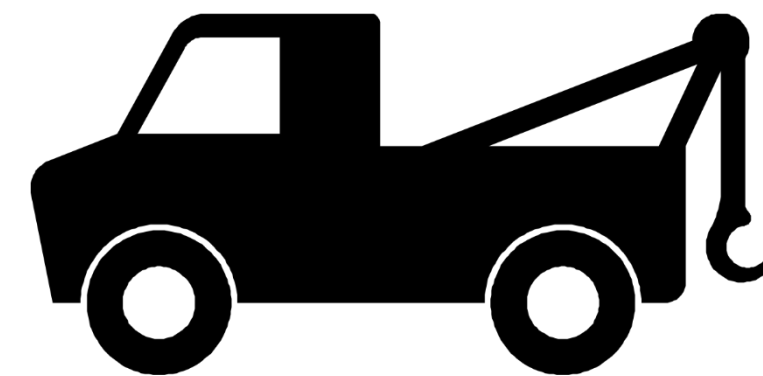
Ambulance Transport:
(\$37,770)



Fire & Rescue:
\$404K



Police Impound:
(\$9,000)



Budget Process



Arizona Budget

Once the tentative (preliminary) budget has been adopted, the expenditures may not be increased upon final adoption.

Per A.R.S. §42-17105 (C)

FY 2024 Recommended Positions

All Funds in 1000s

	# FTE/LTA	ONE-TIME	ONGOING	TOTAL
GENERAL FUND	30.98	\$1,415	\$2,618	\$4,033
Police: 7 FTE/2 LTA				
Fire: 4 FTE/1.48 LTA				
Parks/Facilities: 4.25 FTE/1 LTA				
Information Technology: 3 FTE				
Human Resources: 1.25 FTE/1 LTA				
Finance: 1 FTE/1 LTA				
Prosecutor: 2 FTE				
General Counsel: 1 FTE				
Emergency Management: 1 LTA				
SPECIAL REVENUE	5.00	\$12	\$504	\$516
ENVIRONMENTAL COMPLIANCE	3.00	\$665	\$322	\$987
CAPITAL PROJECTS	2.00	\$4	\$273	\$277
WATER	1.00	\$7	\$130	\$137
FLEET	1.00	\$42	\$64	\$106
HEALTH TRUST	1.00	\$0	\$114	\$114
TOTAL	43.98	\$2,145	\$4,025	\$6,170

Shaping a new tomorrow, today.

Note: costs include salary, benefits, equipment, supplies, training, etc.

gilbertaz.gov

FY 2024 Capital Improvement Projects

Street Improvements
\$364,359



Traffic Control Improvements
\$28,172

Municipal Facilities
\$83,453



Redevelopment
\$86,969

Stormwater Improvements
\$4,918



Water System Improvements
\$630,777

Wastewater System
Improvements
\$90,676



Parks, Recreation and Open Space
\$74,534

TOTAL
CAPITAL EXPENSES

\$1,363,858

All Funds in 1000s

CIP Budget and Carry Forward

Description	Carry Forward	FY 2024 New	FY 2024 Total
Streets Improvements	\$213,205	\$151,154	\$364,359
Traffic Control Improvements	\$13,587	\$14,585	\$28,172
Municipal Facilities Improvements	\$62,395	\$21,058	\$83,453
Redevelopment Improvements	\$21,705	\$65,264	\$86,969
Storm Water Improvements	\$3,102	\$1,816	\$4,918
Water Improvements	\$511,164	\$119,613	\$630,777
Wastewater Improvements	\$75,652	\$15,024	\$90,676
Parks and Recreation Improvements	\$15,744	\$58,790	\$74,534
Total	\$916,554	\$447,304	\$1,363,858

All Funds in 1000s

MF2524 Crime Lab

**Cost and scope adjusted as directed in Study Session:
\$56m of estimated construction added in FY 2027**

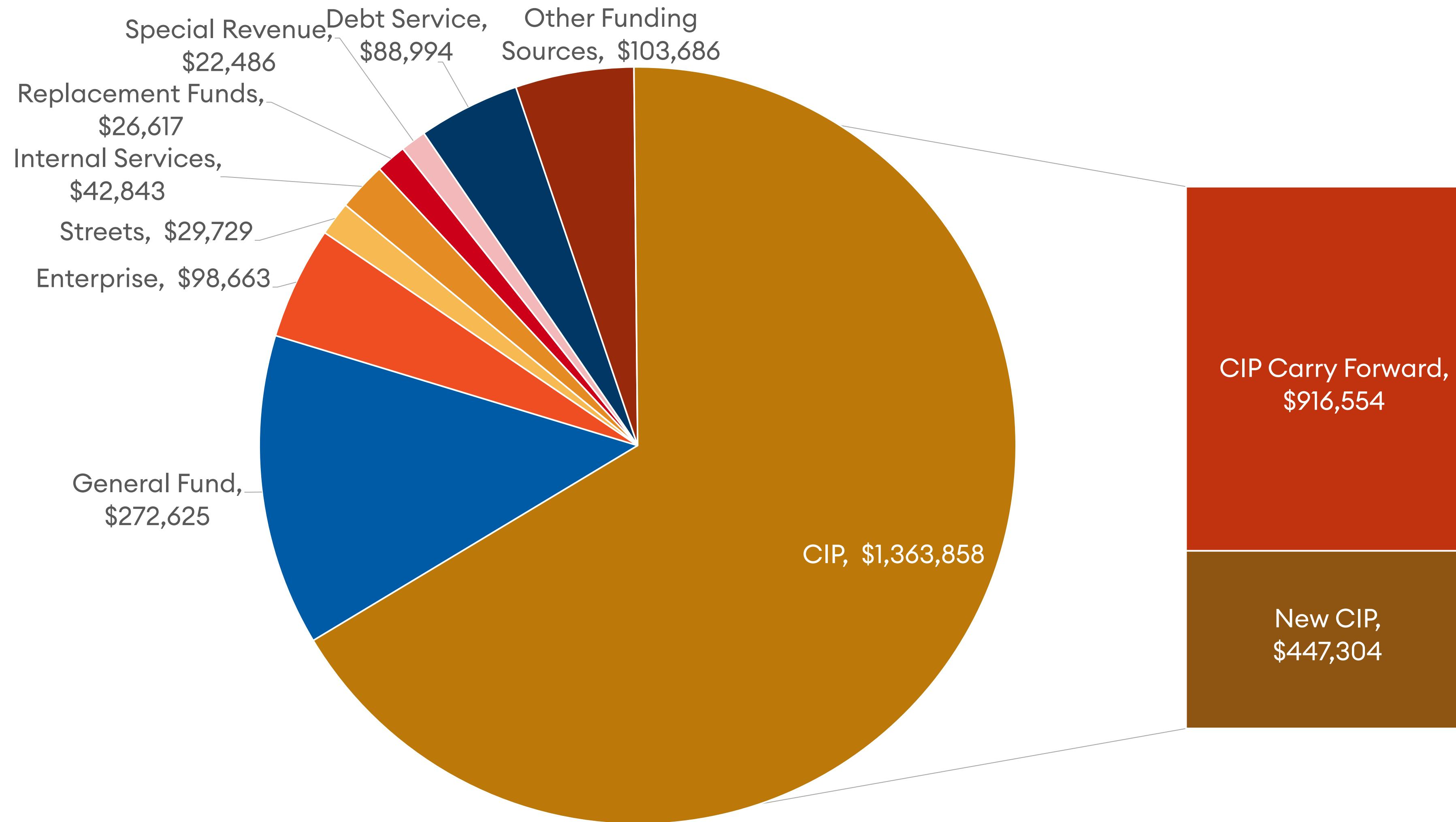
FY 2023 vs. FY 2024 Comparison

Fund	FY 2023 Adopted	FY 2024 Proposed	Difference
General Fund	\$244,351	\$272,625	\$28,274
Enterprise	\$88,207	\$98,663	\$10,456
Streets	\$28,189	\$29,729	\$1,540
Internal Services	\$41,639	\$42,843	\$1,204
Replacement Funds	\$26,903	\$26,617	\$(286)
Special Revenue	\$19,342	\$22,486	\$3,144
Debt Service	\$68,832	\$88,994	\$20,162
Other Funding Sources	\$102,839	\$103,686	\$847
CIP	\$1,050,540	\$1,363,858	\$313,318
Total All Funds	\$1,670,842	\$2,049,501	\$378,659

All Funds in 1000s

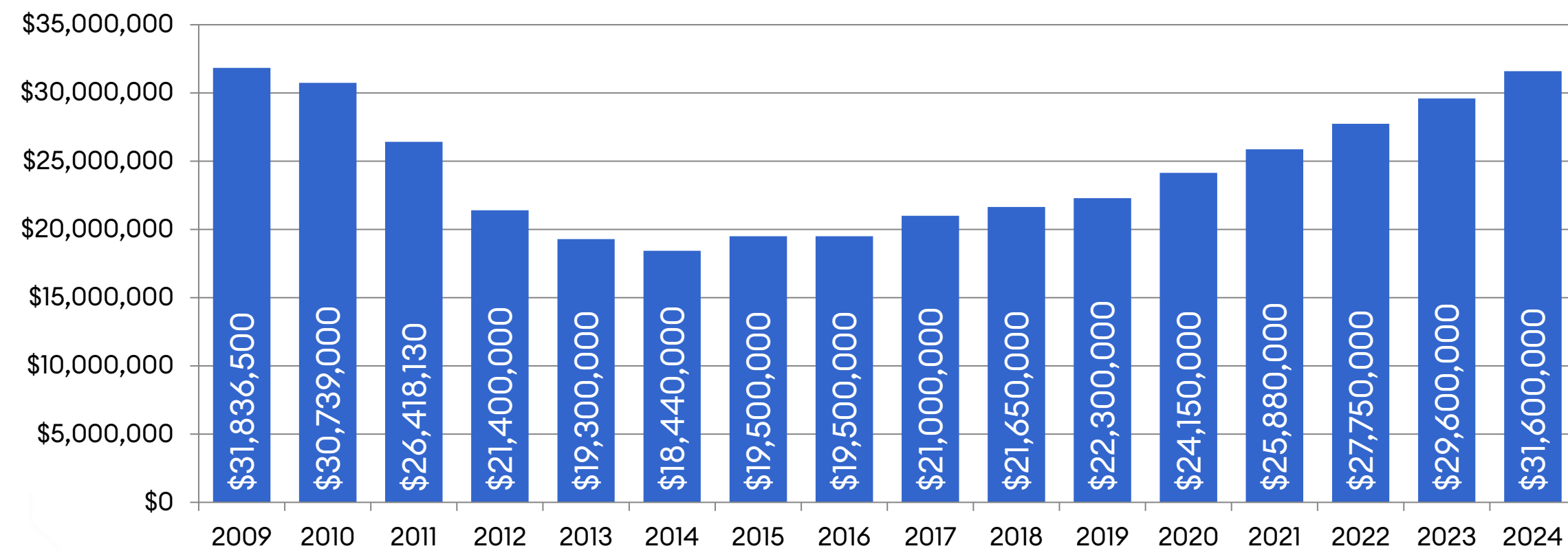
FY 2024 Proposed Budget

All Funds in 1000s

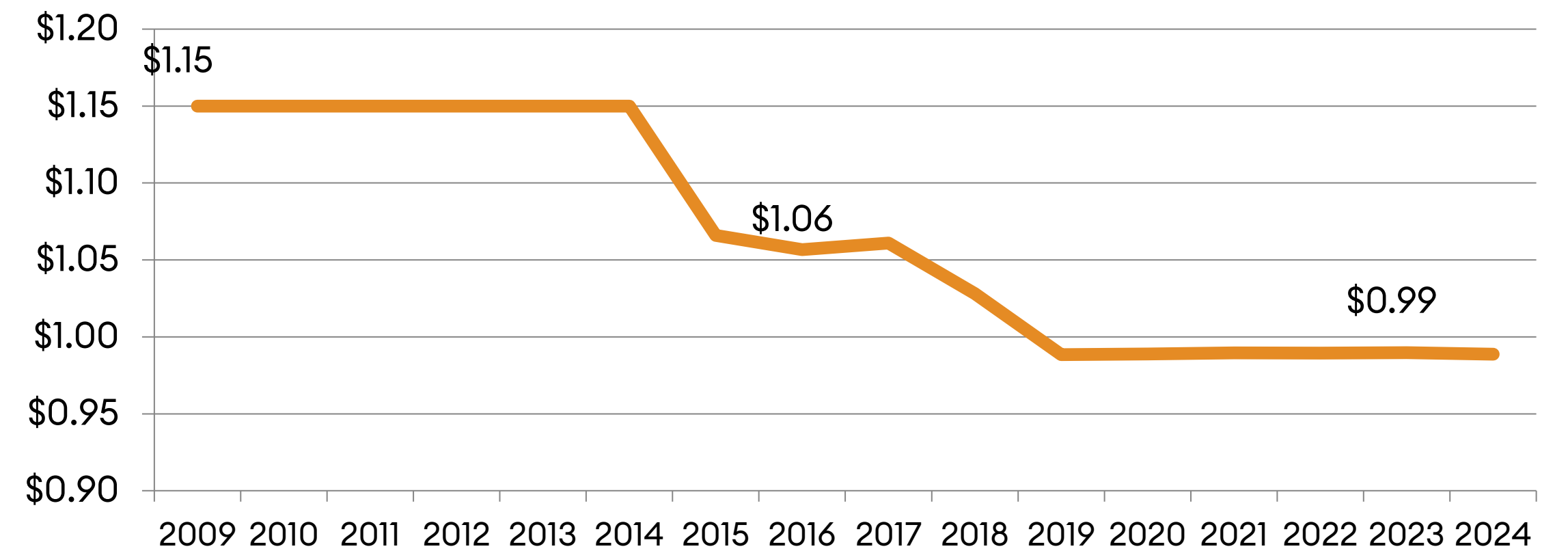


Property Tax

Historic Secondary Property Tax Levy



Historic Secondary Property Tax Rate (per \$100 of Assessed Value)



\$31.6m Levy
~~\$0.9887 Rate~~

Updated Valuation from County lowers rate to \$0.9883

Budget Milestones



April 18

➔ Budget Study Session



May 2

➔ Preliminary Budget Adoption
➔ CIP Review
➔ Tax Levy Public Hearing



June 6

➔ Final Budget Adoption
➔ CIP Adoption
➔ Tax Levy Adoption

Thank you!
Any Questions?