



**LINKING AGREEMENT  
FOR COOPERATIVE PURCHASE  
OF JOC SERVICES**

CALIENTE CONSTRUCTION, INC.  
ROADWAY REPAIRS

This Linking Agreement for Cooperative Purchase (this “**Agreement**”) is made and entered into on this \_\_\_\_ day of May, 2026 (the “**Effective Date**”), by and between the Town of Paradise Valley, an Arizona municipal corporation (the “**Town**”), and Caliente Construction, Inc., an Arizona corporation (the “**JOC**”). The Town and JOC are the only parties to this Agreement; each is an individual “**Party**,” and together they are the “**Parties**.”

**RECITALS**

A. On May 13, 2023, after a competitive procurement process, the Paradise Valley Unified School District #69 (the “**District**”), through the 1Government Procurement Alliance (“1GPA”), entered into Job Order Contracting Master Agreement No. 23-15PV-01 with the JOC (the “**Base Agreement**”) to purchase services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Base Agreement permits its cooperative use by other 1GPA members, including the Town.

C. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

D. The Parties desire to enter into this Agreement to (i) acknowledge their cooperative contractual relationship under the Base Agreement and this Agreement, (ii) establish the terms and conditions under which the JOC may provide the Town with job order contracting services, as more particularly set forth in Section 2 below (the “**Services**”), and (iii) set the maximum aggregate amount to be expended for the Services pursuant to this Agreement.

**AGREEMENT**

NOW, THEREFORE, the Parties, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Contract Term and Renewal. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 17, 2027, unless terminated, canceled, or extended as otherwise provided in this Agreement.

1.1 The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the JOC notice of its intent to extend this Agreement.

1.2 Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the Services provided under this Agreement.

2. Purchase of Services. This is an indefinite-quantity, indefinite-delivery Agreement for Services under the terms, conditions, and specifications of the Base Agreement, which are incorporated into and form an enforceable part of this Agreement, except to the extent superseded herein. The Town does not guarantee that any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will be made only when the Town identifies a need and the proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the JOC shall provide the Services to the Town in such quantities and configurations agreed upon between the Parties, in a written invoice, quote, job order, or other form of written agreement describing the work to be completed (each, a "**Job Order**"). Each Job Order shall (i) contain a reference to this Agreement and the Base Agreement and (ii) be appended hereto as part of **Exhibit B** and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Base Agreement will be subject to rejection.

2.1 Unauthorized Conditions. The JOC acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "**Unauthorized Conditions**"), other than the Town's project-specific requirements and mutually-agreed-upon prices, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Base Agreement shall not alter such terms and conditions or relieve the JOC from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed, if applicable, and such renewal includes any Unauthorized Conditions, those terms will be null and void.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period after issuance. Should a Job Order be canceled, the Town agrees to reimburse the JOC for actual, documentable costs incurred by the JOC arising from and after issuance of the Job Order. The Town will not reimburse the JOC for any costs incurred after receipt of the Town's notice of cancellation, or for lost profits, shipment of product prior to issuance of the Job Order, or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the JOC an amount not to exceed \$404,995.47 over the entire term of this Agreement, including any renewal terms, as applicable for Services at the unit rates set forth in the Base Agreement and as more particularly set forth in each Job Order.

4. Payment. The Town shall pay the JOC monthly, based upon acceptance and delivery of Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Base Agreement and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Goods delivered, time expended, and Services performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Base Agreement may be rejected and returned.

5. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject

to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the JOC informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The JOC hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Agreement pursuant to this Section.

6. Rights and Privileges. The Town is entitled to receive, and the JOC shall provide to the Town, the same benefits under the Base Agreement that are extended to 1GPA. To the extent needed to fulfill the purpose of this Agreement, all references to the 1GPA in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

7. Records and Audit Rights. To ensure that the JOC and its subcontractors are complying with the warranty under Section 8 below, the JOC’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the JOC’s and its subcontractors’ employees who perform any work or provide any Services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on the JOC’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement, and (ii) evaluation of the JOC’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 8 below. To the extent necessary for the Town to audit Records as set forth in this Section, the JOC and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the JOC pursuant to this Agreement. The JOC and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the JOC or its subcontractors reasonable advance notice of intended audits. The JOC shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

8. E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the JOC and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). The JOC’s or its subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

9. Safety Plan. The JOC shall provide the Services in accordance with a safety plan that is compliant with the Occupational Safety and Health Administration, American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the JOC’s sole determination, the Services to be provided do not require a safety plan, the JOC shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

10. Indemnification. In addition to and in no way limiting the provisions set forth in Section 6 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the 1GPA, to the extent provided under the Base Agreement, and such insurance coverage and indemnifications shall inure to and apply with equal effect to the Town under this Agreement including, but not limited to, the JOC's obligation to provide indemnification and insurance. In any event, the JOC shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the JOC, its officers, employees, agents, or any tier of subcontractor in connection with the performance of this Agreement.

11. Insurance. In addition to and in no way limiting the provisions set forth in Section 6 above, the Town shall be afforded all of the insurance coverage afforded to 1GPA, to the extent provided under the Base Agreement, and such insurance coverage shall inure to and apply with equal effect to the Town under this Agreement including, but not limited to, the JOC's obligations to provide insurance and to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the JOC shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the JOC's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

12. Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the JOC certifies that it is not currently engaged in, and agrees to not engage in, for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

13. Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

14. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

15. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Base Agreement, or invoices, the documents shall govern in that order.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the JOC warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or 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.

17. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

18. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

19. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the

Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection:

If to the Town:                   Town of Paradise Valley  
6401 E. Lincoln Drive  
Paradise Valley, Arizona 85253  
Attn: Chad Weaver, Community Development Director

With copy to:                   Town of Paradise Valley  
6401 E. Lincoln Drive  
Paradise Valley, Arizona 85253  
Attn: Town Attorney

If to the JOC:                   Caliente Construction, Inc.  
485 W. Vaught St.  
Tempe, AZ 85283  
Attn: Shawn Whitmer, PE

Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

**“Town”**

**“JOC”**

**TOWN OF PARADISE VALLEY,**  
an Arizona municipal corporation:

**CALIENTE CONSTRUCTION INC.,**  
an Arizona corporation

\_\_\_\_\_  
Andrew Ching, Town Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

**LINKING AGREEMENT  
FOR COOPERATIVE PURCHASE  
OF JOC SERVICES**

CALIENTE CONSTRUCTION, INC.  
JOB ORDER CONTRACTING

**EXHIBIT A  
BASE AGREEMENT**

See attached: Job Order Contracting Master Agreement No. 23-15PV-01, dated May 17, 2023.

**JOB ORDER CONTRACTING  
MASTER AGREEMENT**

THIS AGREEMENT, entered into and made effective this 17<sup>th</sup> day of May, 2023 by and between 1Government Procurement Alliance (1GPA), Paradise Valley Unified School District, and Caliente Construction, Inc., a Corporation with offices at 485 W. Vaughn Street, Tempe, AZ 85283 (hereinafter referred to as Contractor).

WITNESSETH:

THAT IN CONSIDERATION of the mutual promises and covenants hereinafter contained in this Agreement by these presents do agree, as follows:

**ARTICLE 1**

**DEFINITIONS**

- A. The term "Owner" means the Paradise Valley Unified School District #69, and any 1GPA Member utilizing this agreement, or his duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents. All references to the District mean the Paradise Valley Unified School District #69 or any 1GPA Member utilizing this agreement.
- B. The term "Contractor" means Contractor's senior manager or his duly authorized representative, which means any person specifically authorized to act for Contractor by executing the Contract, and any modifications thereto. Duties include administration of the Contract, including performance of the Work.
- C. The term "Contract" as used herein means this Master Agreement, original Request for Qualifications and all proposals submitted by awarded firm, including its attachments and any Job Orders that may be issued.
- D. The term "Subcontract" as used herein means any agreement including purchase orders (other than one involving an employer-employee relationship) entered into by Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

**ARTICLE 2**

**WORK TO BE PERFORMED**

- A. In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design and construction work (hereinafter called "the Work") which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in Attachment "A"

Master Agreement Pricing Coefficients, Attachment "B" Master Agreement Open Book Pricing, and in Attachment "C" Scope of Services of which are incorporated herein and made a part hereof.

- B. This Master Agreement embodies agreement of Owner and Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order.

### **ARTICLE 3**

#### **WORK AUTHORIZATIONS**

- A. Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in Attachment "C", Scope of Services, and will set forth, with the necessary particularity, the following:
1. Master Agreement number along with Contractor's name;
  2. Job Order number and date;
  3. The agreed Scope of Services and applicable technical specifications and drawings;
  4. The agreed period of performance and, if required by Owner, a work schedule;
  5. The place of performance;
  7. The agreed total amount for the Work to be performed;
  8. Submittal requirements;
  9. Owner's authorized representative who will accept the completed Work;
  10. Signatures by the parties hereto signifying agreement to the Job Order; and
  11. Such other information as may be necessary to perform the Work.
- B. Job Orders may be amended by Owner in the same manner as they are issued.

### **ARTICLE 4**

#### **SPECIFICATIONS AND DRAWINGS**

- A. Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give Owner access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at his own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

- B. Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.
- C. Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".
- D. Shop drawings means drawings submitted to Owner by Contractor showing in detail:
1. The proposed fabrication and assembly of major electrical elements and,
  2. The installation (i.e., form, fit and attachment details) of materials or equipment.
  3. The construction and detailing of elements of the work.

It includes sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work required. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

- E. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate his approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Contractor's approval may be returned for resubmission. Owner will indicate his approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Contractor's risk. Approval by Owner shall not relieve Contractor from responsibility for any errors or omissions in such drawings, or from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with paragraph F below.
- F. If shop drawings show variations from the Job Order requirements, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.
- G. Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Contractor.
- H. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

- I. Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify Owner of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large-scale drawings shall govern small-scale drawings. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby.

## **ARTICLE 5**

### USE OF SPECIFICATIONS, DRAWINGS AND NOTES

All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all pictures, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before Owner uses in any manner whatsoever.

## **ARTICLE 6**

### PERMITS AND RESPONSIBILITIES

Contractor shall be responsible for processing of drawings for approval by the civil authorities and for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of work, which may have been accepted in writing under the Contract.

## **ARTICLE 7**

### MATERIAL AND WORKMANSHIP

- A. All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of Owner, with written approval, is equal to that named in the specifications, unless otherwise specifically provided in the Contract.
- B. Contractor shall obtain Owner's approval of the machinery and other equipment to be incorporated into the Work. When requesting approval, Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and other equipment. When required by the Contract or by Owner, Contractor shall also obtain Owner's approval of the material or articles, which Contractor contemplates incorporating into the Work. When requesting approval, Contractor shall provide full information concerning the material or articles. When

directed to do so, Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

C. All work under the Contract shall be performed in a skillful and workmanlike manner.

### **ARTICLE 8**

#### TESTING OF MATERIALS

Contractor shall be responsible for any required testing of materials prior to Job at the site of the Work. Owner will retain or reimburse Contractor for use of an independent testing laboratory to perform site testing of materials. Contractor shall be required to use the firm of R.A.M. for any geotechnical testing services in accordance with the unit pricing established under the District's term contract for these services as long as this contract remains in effect.

### **ARTICLE 9**

#### LAYOUT OF WORK

Contractor shall lay out his work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the work. Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

### **ARTICLE 10**

#### SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. Contractor acknowledges that he has taken steps reasonably necessary to ascertain the nature and location of the Work, and that he has investigated and satisfied himself as to the local conditions which can affect the Work or its cost, including but not limited to:

1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
2. The availability of labor, water, electric power, and roads;
3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
4. The conformation and conditions of the ground;
5. The character of equipment and facilities needed preliminary to and during work performance; and
6. Owner's hours and days of operation.

B. Contractor also acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of the Contract.

### **ARTICLE 11**

### DIFFERING SITE CONDITIONS

- A. Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:
1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
  2. 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.
- B. Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, performing any part of the Work, whether or not changes as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.
- C. No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed, unless Contractor has given the written notice required.
- D. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under this Job Order.

### ARTICLE 12

#### CONTRACT TERM

The term of the Contract shall commence on the date executed by both parties and shall continue until terminated unless revised in accordance with the terms and conditions of the Contract. Initial term will be for a guaranteed minimum term of twelve (12) months, with - 4 one-year renewals.

### ARTICLE 13

#### COMPENSATION

As full consideration for the satisfactory performance by Contractor of Work prescribed under the Contract, Owner shall pay Contractor the amounts specified in the individual Job Orders.

### ARTICLE 14

#### INVOICING AND PAYMENTS

- A. Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates approved by Owner. Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates of work accomplished, Owner will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

- B. All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:
1. Relieving Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
  2. Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.
- C. Owner shall pay the amount due Contractor under the Contract within thirty (30) days, after:
1. Completion and acceptance of the Work;
  2. Presentation of a properly executed invoice; and
  3. Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts that Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Contractor's claim to amounts payable under this Contract has been assigned. Contractor shall complete a contractor's release form acceptable to Owner.
- D. Contractor shall submit invoices to an address specified by the Owner.

## ARTICLE 15

### CONSTRUCTION SCHEDULE

- A. If requested, within seven days of the Notice to Proceed for each Job Order, Contractor will prepare and submit to Owner for approval a practicable schedule showing the order in which Contractor proposes to perform the Work, and the dates on which Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case the basic information should be the same and the schedule chart must contain as a minimum:
1. A list of the different types of work activities or work elements.
  2. Show the logical dependencies (ties) to indicate what work must be accomplished before other work can begin.
  3. Show proposed start and complete dates or time frames for each work activity or work element.
  4. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percent or dollar amount.

If Contractor fails to submit a schedule within the time prescribed, Owner may withhold approval of progress payments until Contractor submits the required schedule.

- B. Contractor shall submit a progress report every 30 days, or as directed by Owner, and upon doing so shall immediately deliver the annotated schedule to Owner. If Contractor falls behind the approved schedule, Contractor shall take steps necessary to improve its progress, including those that may be required by Owner, without additional cost to Owner. In this circumstance, Owner may require Contractor to increase the number of shifts, overtime operations, days of work, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.
- C. Emergency Work: Contractor will give top priority to any emergency work Owner may have and will allocate all resources necessary to accomplish such work in accordance with Owner's schedule requirements.
- D. Failure of Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of this Master Agreement.

## **ARTICLE 16**

### SUPERINTENDENCE BY CONTRACTOR

At all times during performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign and have on the work site a competent superintendent who is satisfactory to Owner and has authority to act for Contractor.

## **ARTICLE 17**

### INSPECTION OF CONSTRUCTION

- A. Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.
- B. Owner inspections and tests are for the sole benefit of Owner and do not:
  - 1. Relieve Contractor of responsibility for providing adequate quality control measures;
  - 2. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
  - 3. Constitute or imply acceptance; or
  - 4. Affect the continuing rights of Owner after acceptance of the complete work under paragraph H below.
- C. The presence or absence of an inspector does not relieve Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

- D. Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.
- E. Contractor shall, without charge, replace or correct work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the work with an appropriate adjustment in Contract price. Contractor shall promptly segregate and remove rejected material from the premises.
- F. If Contractor does not promptly replace or correct rejected work, Owner may:
1. By contract or otherwise, replace or correct the work and charge the cost to Contractor or
  2. Terminate for default Contractor's right to proceed.
- G. If, before acceptance of the entire Work, Owner decides to examine already completed work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its subcontractors, Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of performance time.
- H. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

## **ARTICLE 18**

### **OPERATIONS AND STORAGE AREAS**

- A. Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by Contractor only with the approval of Owner and shall be built with labor and materials furnished by Contractor without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon the completion of the Work. With the written consent of Owner, the buildings and utilities may be abandoned and need not be removed.
- C. Contractor shall, under regulations prescribed by Owner, use only established roadways or temporary roadways constructed by Contractor when and as authorized by Owner. Contractor shall comply with all Federal, state and local laws and regulations when transporting materials.

## **ARTICLE 19**

PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES  
AND IMPROVEMENTS

- A. Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under the Job Order. Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during the Work performance, or by the careless operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.
- B. Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.

**ARTICLE 20**

CLEANING UP AND REFUSE DISPOSAL

Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the work area in a clean and orderly condition satisfactory to Owner. Final cleanup of the premises shall be included in the Period of Performance of the Job Order. Contractor shall be responsible for all construction refuse disposal containers and removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

**ARTICLE 21**

WARRANTY OF CONSTRUCTION

- A. In addition to any other warranties in any Job Orders, Contractor warrants, except as provided in paragraph J of this Article, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of his subcontractors or suppliers at any tier.
- B. This warranty shall continue for a period of two (2) years from the date of final acceptance of the Work. If Owner takes possession of any part of the Work, in writing, before final acceptance, this warranty shall continue for a period of two (2) years from the date possession is taken.
- C. Contractor shall remedy at Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at Contractor's expense any damage to Owner-owned or controlled real or personal property, when that damage is the result of:

1. Contractor's failure to conform to requirements; or
  2. Any defect of equipment, material, workmanship, or design furnished.
- D. Contractor shall restore any work damaged in fulfilling the terms and conditions of this article. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- E. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- F. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense.
- G. With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Master Agreement, Contractor shall:
1. Obtain all warranties that would be given in normal commercial practice;
  2. Require all warranties to be executed, in writing, for the benefit of Owner; and
  3. Enforce all warranties for the benefit of Owner;
- H. In the event Contractor's warranty under paragraph B of this Article has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturers, or supplier's warranty.
- I. Unless a defect is caused by the negligence of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner nor for the repair of any damage that results from any defect in Owner-furnished material or design.
- J. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except to the extent of Contractor's work. Contractor does not assume responsibility for pre-existing work or facilities that may be connected to or interface with the Work.
- K. This warranty shall not limit Owner's rights under the Inspection of Construction Article of this Contract with respect to latent defects, gross mistakes, or fraud.

**ARTICLE 22**

## CHANGES

- A. Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:
1. In the specifications (including drawings and designs);
  2. In Owner-furnished facilities, equipment, materials, services, or site; or
  3. Directing acceleration in the performance of the Work.
- B. Any other written order from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.
- C. Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.
- D. If any change under this Article causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Owner shall make an equitable adjustment and modify the Job Order in writing.
- E. Contractor must submit any proposal under this Article within ten (10) calendar days after:
1. Receipt of a written change order under Paragraph A above or;
  2. The furnishing of a written notice under Paragraph B above,

By submitting to Owner a written statement describing the nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph B above.

- F. No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment for a Job Order.

**ARTICLE 23**

## PRICING CHANGES

- A. Contractor, in connection with any proposal he makes for a Job Order change shall furnish a price breakdown itemized as required by Owner. Pricing for such changes shall be based on quantities mutually agreed to by Contractor and Owner and the pricing method approved for that Job Order.
- B. Justification shall be furnished for any proposed extension in the period of performance. The proposal, together with the price breakdown and period of performance extension justification, shall be furnished by the date specified by Owner.

**ARTICLE 24**

## SUSPENSION OF WORK

- A. Owner may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that Owner determines appropriate for the convenience of Owner.
- B. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of Owner in the administration of a Job Order, or by Owner's failure to act within the time specified in the Job Order (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the unreasonable suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.
- C. A claim under this Article shall not be allowed for any costs incurred more than 30 calendar days before Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

**ARTICLE 25**

## DISPUTES

Any dispute concerning a question of fact arising under the Contract or a Job Order which is not disposed of by agreement will be decided by Owner, who will communicate his decision to writing and furnish a copy thereof to Contractor. Appeals from decisions of the Owner shall be resolved pursuant to the Arizona Administrative Code, Article 10, School District Procurement, Section R7-2-1155, extent required by A.R.S., section 12-1518, except as may be required by other applicable statutes.

**ARTICLE 26**

## TERMINATION FOR CONVENIENCE OF OWNER

- A. Owner may terminate performance of work under the Contract in whole or, from time to time, in part if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:
  - 1. Stop work as specified in the notice;
  - 2. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete the continued portion of the Work;
  - 3. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or

with approval or ratification to the extent required by Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Article;

4. As directed by Owner, transfer title and deliver to Owner:
    - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and
    - b. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;
  5. Complete performance of the Work not terminated;
  6. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Contractor and in which Owner has or may acquire an interest;
  7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph B4 above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.
- C. After termination, Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by Owner upon written request by Contractor within this one-year period. However, if Owner determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension.
- D. Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. The Contract shall be amended, and Contractor paid the agreed amount. Paragraph E below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- E. If Contractor and Owner fail to agree on the whole amount to be paid Contractor because of the termination of work, Owner shall pay Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph D above:
1. For Work performed before the effective date of termination, the total (without duplication of any items) of:
    - a. The cost of this Work;
    - b. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision (a) above; and

- c. A markup, including overhead and profit, on (a) above as is determined for pricing changes.
  2. The reasonable costs of settlement of the work terminated, including:
    - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
    - c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- F. Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Contractor under Paragraph E above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.
- G. In arriving at the amount due Contractor under this Article, there shall be deducted:
  1. All unliquidated advances or other payments to Contractor under the terminated portion of the Job Order;
  2. Any claim which Owner has against Contractor under the Contract; and
  3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Contractor or sold under the provisions of this Article and not recovered by or credited to Owner.
- H. If the termination is partial, Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of the Job Order. Any proposal by Contractor for an equitable adjustment under this Article shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Contractor of the terminated portion of the Job Order, if Owner believes the total of these payments will not exceed the amount to which Contractor will be entitled.
- I. If the total payments exceed the amount finally determined to be due, Contractor shall repay the excess to Owner upon demand.
- J. Unless otherwise provided in this Contract or by statute, Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Contractor's costs and expenses under this Contract. Contractor shall make these records and documents available to Owner, at Contractor's office, at all reasonable times, without any direct charge. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
- K. Contractor shall have the right of appeal, under the Disputes Article, from any determination made by Owner under Paragraph C, E, or I, except that if Contractor failed to submit the termination settlement proposal within the time provided in Paragraph E or I, and failed to request a time extension, there is no right of appeal. If Owner has made a determination of the amount due under Paragraph C, E, or I, Owner shall pay Contractor

the amount determined by Owner if there is no right of appeal or if no timely appeal has been taken, or the amount finally determined on an appeal.

## ARTICLE 27

### DEFAULT

- A. If Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, after thirty (30) days Owner may, by written notice to Contractor, terminate the right to proceed with the Work (or separable part of the Work) that has been delayed. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the Work.
- B. Contractor's right to proceed shall not be terminated under this Article, if:
1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
    - a. acts of God or of the public enemy,
    - b. acts of Owner in its contractual capacity,
    - c. acts of another contractor in the performance of a contract with Owner,
    - d. fires,
    - e. floods,
    - f. epidemics,
    - g. quarantine restrictions,
    - h. strikes,
    - i. freight embargoes,
    - j. unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the job area for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or
    - k. delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the subcontractors or suppliers; and
  2. Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for

completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal under the Disputes Article.

- C. If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.
- D. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

## **ARTICLE 28**

### **SAFETY**

- A. Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970, all applicable State and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees, and assigns and their failure to comply with such safety rules and regulations.
- B. Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.
- C. Contractor shall provide his employees safety training to include special training prior to working with hazardous materials or operations.
- D. Contractor shall provide warning signs, barricades and verbal warnings as required.
- E. Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening catastrophes.
- F. Contractor shall promptly notify Owner of any accident involving personnel or damage to material and equipment. Copies of the "First Report of Injury (E-1 form)" and accident investigation reports of accidents as required, shall be provided to Owner.
- G. Contractor shall maintain a set of OSHA articles at the Jobsite as they apply to the work being performed. Copies shall be provided to Owner when requested.
- H. Contractor shall submit to Owner a copy of their firm's safety policies and program procedures, which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Contractor within fourteen (14) calendar days after issuance of the initial Job Order.
- I. Contractor shall assign, during performance of the work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Contractor along with their safety policies and program procedures.

- J. Contractor shall provide and maintain on the Jobsite, at all times, a completely stocked first aid kit, which contains all standard emergency medical supplies.
- K. Contractor shall make available for its employees and those of its subcontractors, while they are performing work on the Jobsite, emergency medical treatment either at the Jobsite or at a nearby medical facility.
- L. Owner reserves the right to approve prior to commencing work and monitor Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be just cause for the complete termination of the Job Order in accordance with Article 27 entitled Default.

### **ARTICLE 29**

#### **USE AND POSSESSION PRIOR TO COMPLETION**

- A. Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any work under this Contract.
- B. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of the Article in this Contract entitled "Permits and Responsibilities." If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor, an equitable adjustment shall be made in the Job Order price or the time of completion, and the Job Order shall be modified in writing accordingly.

### **ARTICLE 30**

#### **OTHER CONTRACTS**

Owner may undertake or award other contracts for additional work at or near the site of work under this Contract. Contractor shall fully cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and performing the work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Owner's employees.

**ARTICLE 31**

**DISSEMINATION OF CONTRACT INFORMATION**

Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to performance of the Contract, without prior consent of Owner.

**ARTICLE 32**

**PERFORMANCE AND PAYMENT BONDS**

For all Job Orders over the bid threshold or required by Owner, Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Work. Bonds will be submitted on a per job basis. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after award of the Contract. A Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner.

**ARTICLE 33**

**INSURANCE**

A. Contractor shall purchase and maintain in effect during the entire period of this contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims, which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- 1. WORKERS' COMPENSATION INSURANCE providing Statutory Benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the work being performed under this contract.

EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

- \$1,000,000 Each Accident
- \$1,000,000 Each Employee for Disease
- \$1,000,000 Policy Limit for Disease

- 2. COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 Each Occurrence

- 3. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the work being performed under the contract with limits of liability not less than:

\$1,000,000	Each Person for Bodily Injury
\$1,000,000	Each Accident for Bodily Injury
\$1,000,000	Each Occurrence for Property Damage

- B. The policies providing Commercial General Liability and Automobile Liability insurance as required in Paragraphs A.2 and A.3 shall be endorsed to name Owner as Additional Insured as respects Contractor's operations in performance of this contract. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.
- C. All policies providing Contractor's insurance as required in Paragraphs A.1, A.2, and A.3 above shall be endorsed to provide the following:
  - 1. Thirty-days written notice of cancellation or non-renewal to Owner at the address designated elsewhere in the contract for Notices.
  - 2. Waiver of subrogation in favor of Owner.
- D. The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.
- E. Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company (ies) within ten (10) days of notice of award of Contract. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy (ies).
- F. Contractor shall require any and all subcontractors performing work under this contract to carry insurance of the types and with limits of liability, as Contractor shall deem appropriate and adequate for the work being performed. Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

**ARTICLE 34**

**INDEMNIFICATION**

To the extent permitted by A.R.S. § 41-621 and § 35-154, the District shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this contract. Each party to this contract is responsible for its own negligence.

**ARTICLE 35**

## CONTRACT ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Contract Modifications, if any;
2. The Contract Articles including Attachments;
3. Job Orders;
4. Drawings; and
5. Specifications.

**ARTICLE 36**

## NOTICES

All notices to either party by the other shall be delivered personally or sent by U. S. registered or certified mail, postage prepaid, to the addresses set forth to such other addresses as the parties may hereafter designate by written notice. And shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein.

**ARTICLE 37**

## SEVERABILITY

If any provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

**ARTICLE 38**

## WAIVERS

- A. Neither Owner's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and Contractor shall be and remain liable to Owner in accordance with applicable law and the terms of this Contract for all damages to Owner caused by Contractor's negligent act, error or omission in the performance of any of the Services furnished under this Contract.
- B. The waiver by Owner of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

**ARTICLE 39**

**MERGER**

This Contract sets forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposals, negotiations, representations, and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the Services, including an action in tort.

**ARTICLE 40****NON-AVAILABILITY OF FUNDS**

Every payment obligation of the District under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the District at the end of the period for which funds are available. No liability shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**ARTICLE 41****AUDIT OF RECORDS**

Pursuant to A.R.S. §§35-214-AND 35-215, the contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this contract for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

**ARTICLE 42****CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

**ARTICLE 43****COMPLIANCE WITH FEDERAL AND STATE REQUIREMENTS**

Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Contractor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O’Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 (“EDGAR”),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

#### **ARTICLE 44**

##### THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the State any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.

#### **ARTICLE 45**

##### BUY AMERICAN

Contractor agrees to comply with the Buy American Provision as it applies to construction projects that use funds appropriated by the American Recovery Reinvestment.

#### **ARTICLE 46**

##### FEDERAL GRANT MONIES

When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**.

**ARTICLE 47**

**COMPLIANCE WITH WORKFORCE REQUIREMENTS**

Pursuant to ARS § 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring and employee, shall verify the employment eligibility of the employee through the E-Verify program."

**ARTICLE 48**

**TIME IS OF ESSENCE**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement entered into as of the day and year first written above.

**1Government Procurement Alliance**

Christy Knorr  
President

By: Christy Knorr

**Paradise Valley Unified School District No. 69**

Eva Calles  
Director of Purchasing

By: <sup>Eva Calles</sup> \_\_\_\_\_

**Contractor: Caliente Construction, Inc.**

Lorraine Bergman  
President/CEO

By: Lorraine Bergman

**ATTACHMENT "A"**

## MASTER AGREEMENT PRICING COEFFICIENTS

- 1.0 Contractor shall furnish all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job orders.
- 2.0 Coefficients shall include all costs associated with performing the work as follows: The direct cost of doing the work, project management, supervision, labor, overhead, general and administrative, profit, project office expenses, mobilization and close-out costs, insurance, waste and excess material, compliance with environmental laws, work site signs, barriers, pre-construction services, and the 1GPA 1% administration fee.
- 3.0 Pricing the Work.
  - 3.1 The actual pricing for work performed under the Contract will be based on the mutually agreed quantities applied to the R.S. Means Facilities Construction Cost Data, latest edition, total weighted average City Cost Index, as adjusted by application of the appropriate coefficient as set forth above.
  - 3.2 The currently applicable (current version for the locale of the work) R.S. Means Facilities Construction Cost Data, herein called the Unit Price Book contains pricing information for the work to be accomplished in the unit of measure specified. The Unit Price Book will be updated effective upon receipt by Contractor of any periodic updating issued by the publisher. Previously issued Job Orders and changes will not be retroactively repriced although any changes priced after receipt of an update will be priced by the updated version of the Unit Price Book.
  - 3.3 See attached Cost Form for Contractor's coefficients and/or discounts at the end of this document.
- 4.0 Hours of Work.
  - 4.1 Standard hours of work will be from 7:00 AM to 4:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Contractor may work on weekends and holidays as approved by District. No adjustment in fees shall apply to different work hours. Prices shall be based on total job cost.

**ATTACHMENT "B"**

## MASTER AGREEMENT OPEN BOOK PRICING

- 1.0 Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, taxes, bonds, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job orders.
- 2.0 Pricing the Work
  - 2.1 Open book pricing shall consist of direct job cost, project-specific general conditions, and a fixed overhead and profit multiplier. Bond cost and transaction privilege tax (sales tax) will be added to open book pricing for total job order cost.
  - 2.2 Direct job cost shall be based upon firm price quotes from contractors in the contract's approved subcontractor list. To the extent practicable, contractor shall obtain firm price quotes from three subcontractors for each discipline applicable to the project. If three quotes cannot reasonably be obtained for a discipline, contractor shall make known the reasons contractor was unable to obtain additional price quotes.

Direct costs shall include large rental equipment, such as cranes.
  - 2.3 Contractor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone. A qualification and price selection may be a one-step selection based on a combination of qualifications and price or a two-step selection. In a two-step selection, the first step shall be based on qualifications alone and the second step may be based on a combination of qualifications and price or on price alone.
  - 2.4 If the District objects to a selected subcontractor, District shall make the objection and the reasons for the objection known to the contractor. Contractor shall then present an acceptable subcontractor for the applicable discipline. District shall not unreasonably object to or withhold approval of a subcontractor.
  - 2.5 General conditions are requirements directly related to the work, but not included in direct construction cost. General conditions shall include, but are not limited to, project management, estimating, quality control, administrative labor, field office equipment, materials and supplies, vehicles, cell phones, dumpsters, travel and subsistence, temporary field office rental and utilities, submittals and operations and maintenance manuals, small tools, face and clothing protection, project scheduling, compliance with environmental laws, and marketing.
  - 2.6 Overhead and Profit shall include any preconstruction services costs and the 1GPA 1% Fee. Overhead and Profit shall be assessed as a fixed multiplier applied to direct project cost and general conditions cost.
  - 2.7 To document contract compliance, each job order using open book pricing shall include a completed price summary and general conditions costs.
  - 2.8 See attached Cost Form for Contractor's Pricing Schedule at the end of this document.

**ATTACHMENT "C"****SCOPE OF SERVICES****1.0 GENERAL INFORMATION**

This is an indefinite quantity type contract for the performance of a broad range of renovation/small construction, and or repair or maintenance work on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

**2.0 WORK AUTHORIZATION**

Any work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

2.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Contractor of an existing requirement.

2.2 Upon the receipt of this notification, Contractor shall respond within two (2) working days, or as otherwise agreed, by:

2.2.1 Visiting the proposed site in the company of Owner, or;

2.2.2 Establishing contact with Owner to further define the scope of the requirement.

2.3 After mutual agreement on the scope of the individual requirement, Contractor shall then prepare a proposal for accomplishment of the task.

2.4 The Unit Price Book and Open Book Pricing shall serve as the basis for establishing the value of the work to perform. Owner and Contractor shall agree to the pricing method prior to start of project.

2.5 Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

2.6 Upon receipt of Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

2.7 In the event Owner does not issue a Job Order after receipt of Contractor's proposal, Owner is not obligated to reimburse Contractor for any costs incurred in the preparation of the proposal.

**3.0 SCHEDULING OF WORK**

3.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement

weather, and cleanup, therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use, Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be substantially Complete, Owner will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Job Order. Contractor shall proceed promptly to complete and correct items on the list.

- 3.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.
- 3.3 Furniture and portable office equipment in the immediate work area will be moved by Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Contractor for any such transportation and storage costs incurred.
- 3.4 Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Owner.
- 3.5 Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for final approval.

#### 4.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

If requested by Owner, Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owner's representatives.

#### 5.0 DESIGN

Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Contractor agrees to provide detailed design drawings and plans if requested by Owner. Compensation for detailed design, if provided, will be negotiated by the parties hereto.

#### 6.0 OWNER-FURNISHED UTILITIES

Owner shall provide free of charge to Contractor utilities and toilet facilities that are existing and available at each site for work performed under the Contract. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the Job Order to compensate Contractor for providing such items.

#### 6.1 Water:

Owner shall furnish to Contractor from existing Owner facilities and without cost to Contractor, a supply of water necessary for the performance of work under this contract. Owner will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply.

It is the responsibility of Contractor to determine the extent to which existing Owner water supply source is adequate for the needs of the Contract.

All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

Upon completion of the Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

#### 6.2 Electricity:

Owner shall furnish to Contractor from existing Owner facilities and without cost to Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of the Contract.

All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

Upon completion of the Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

#### 7.0 WORKS BY OWNER

Owner reserves the right to undertake or award contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

# PRICE SCHEDULE FORM

## JOB ORDER CONTRACTING FOR GENERAL CONTRACTORS – 23-15PV

Contractor: Caliente Construction Inc.

### UNIT PRICE BOOK

Firm-fixed coefficients shall include all costs associated with performing the work as follows: The direct cost of doing the work, project management, supervision, labor, overhead, general and administrative, profit, project office expenses, mobilization and close-out costs, insurance, waste and excess material, compliance with environmental laws, work site signs, barriers, pre-construction, and the 1GPA 1% administration fee.

Coefficient/Multiplier should exclude Non-Pre-Priced (NPP) items, Design Services, Bonds, Permits, and Sales Tax. Do not leave blank spaces in the coefficient column, enter zero ("0") where necessary.

Unit Price Book utilized: RS Means Online Facilities Construction Module

Unit Price Book Methodology		Coefficient	Comments
A.	Coefficient for Base JOC work, Monday through Friday normal working hours	0 1 . 0 0	
B.	Coefficient for JOC work, after hours, weekends and holidays, etc.	0 1 . 0 8	
C.	Coefficient for JOC work, Davis Bacon	0 1 . 0 8	
D.	Location adjustment multipliers	0 1 . 1 0	Regions 2 - 7
E.	Markup for Non-Pre-Priced items (NPP)	0 1 . 1 0 %	

Coefficients above apply to the following regions:

**Arizona:**

Entire State

**Region 1 Counties:**

- Maricopa
- Pinal
- Gila

**Region 2 Counties:**

- Pima
- Santa Cruz

**Region 3 Counties:**

- Coconino
- Yavapai

**Region 4 Counties:**

- La Paz
- Yuma

**Region 5 Counties:**

- Graham
- Greenlee
- Cochise

**Region 6 Counties:**

- Mohave

**Region 7 Counties:**

- Navajo
- Apache

  
 \_\_\_\_\_  
 Authorized Signature

4.17.23  
 \_\_\_\_\_  
 Date

Jeff Schaffer, Project Director  
 \_\_\_\_\_  
 Printed Name and Title

**PRICE SCHEDULE FORM**

**JOB ORDER CONTRACTING FOR GENERAL CONTRACTORS – 23-15PV**

Contractor: Caliente Construction Inc.

**OPEN BOOK PRICING**

Open book pricing shall consist of direct job cost, project-specific general conditions, and a fixed overhead and profit multiplier. Bond cost and transaction privilege tax (sales tax) will be added to open book pricing for total job order cost.

Overhead and Profit shall include pre-construction services, and the 1GPA 1% Fee. Overhead and Profit shall be assessed as a fixed multiplier applied to direct project cost and general conditions cost.

Provide Overhead and Profit percentage breakout for the following total cost project size brackets. Do not leave blank spaces in the maximum overhead & profit column, enter zero ("0") where necessary:

	Total Cost Project Size	Maximum Overhead & Profit
A.	\$1.00 - \$50,000	<u>  </u> <u>  </u> . <u>  </u> <u>  </u> %
B.	\$50,001 - \$100,000	<u>  </u> <u>  </u> . <u>  </u> <u>  </u> %
C.	\$100,001 - \$250,000	<u>  </u> <u>  </u> . <u>  </u> <u>  </u> %
D.	\$250,001 - \$500,000	<u>  </u> <u>  </u> . <u>  </u> <u>  </u> %
E.	\$500,001 - \$1,000,000	<u>  </u> <u>  </u> . <u>  </u> <u>  </u> %
F.	Over \$1,000,000	<u>  </u> <u>  </u> . <u>  </u> <u>  </u> %

Overhead & Profits above apply to the following regions:

**Arizona:**

Entire State

**Region 1 Counties:**

- Maricopa
- Pinal
- Gila

**Region 2 Counties:**

- Pima
- Santa Cruz

**Region 3 Counties:**

- Coconino
- Yavapai

**Region 4 Counties:**

- La Paz
- Yuma

**Region 5 Counties:**

- Graham
- Greenlee
- Cochise

**Region 6 Counties:**

- Mohave

**Region 7 Counties:**

- Navajo
- Apache

  
Authorized Signature

4.17.23  
Date

Jeff Schaffer, Project Director

Printed Name and Title

**PRICE SCHEDULE FORM**

**JOB ORDER CONTRACTING FOR GENERAL CONTRACTORS – 23-15PV**

Contractor: Caliente Construction Inc.

**LABOR RATE PRICING**

If utilizing OPEN BOOK pricing, provide labor rates you would use for general conditions:

Labor	Hourly Rates
Project Manager	\$ 90.00
Superintendent	\$ 90.00
Director	\$ 125.00
Journeyman	\$ 48.00
Estimator	\$ 90.00
	\$

Labor	Hourly Rates
Senior Project Manager	\$ 102.00
Senior Superintendent	\$ 98.00
Assistant Project Manager	\$ 75.00
Project Engineer	\$ 60.00
Project Administrator	\$ 45.00
Scheduler	\$ 90.00

**BONDS**


Provide a percentage for bond expenditures (i.e. payment and performance bonds): 1 %

**REIMBURSABLE EXPENSES**

Provide a list of what your firm considers reimbursable expenses: None.

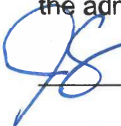
**TRAVEL EXPENSE REIMBURSEMENT**


The Contractor shall not be reimbursed for travel time. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the State of Arizona, General Accounting Office, Travel Reimbursement Rates.

 ← INITIAL here to acknowledge statement

**1GPA ADMINISTRATION FEE**

1GPA's 1% administration fee shall be included in offeror's fees, coefficients, and/or discounts. Contractor shall not add the administration fee as a separate line item to any quote to a Member.

 ← INITIAL here to acknowledge statement

  
Authorized Signature

4.17.23  
Date

Jeff Schaffer, Project Director  
Printed Name and Title









# Master JOC Agreement 23-15PV-01 - Caliente

Final Audit Report

2023-05-10

Created:	2023-05-09
By:	Claudia Leon (cleon@1gpa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq0TRb8o4iTaSINiCbNMCV3TSqo43wtDv

## "Master JOC Agreement 23-15PV-01 - Caliente" History

-  Document created by Claudia Leon (cleon@1gpa.org)  
2023-05-09 - 11:59:44 PM GMT
-  Document emailed to Staff.Eva Calles (ecalles@pvschools.net) for signature  
2023-05-10 - 0:01:46 AM GMT
-  Email viewed by Staff.Eva Calles (ecalles@pvschools.net)  
2023-05-10 - 5:38:47 PM GMT
-  Document e-signed by Staff.Eva Calles (ecalles@pvschools.net)  
Signature Date: 2023-05-10 - 5:40:01 PM GMT - Time Source: server
-  Document emailed to Lorraine Bergman (lbergman@calienteconstruction.com) for signature  
2023-05-10 - 5:40:02 PM GMT
-  Email viewed by Lorraine Bergman (lbergman@calienteconstruction.com)  
2023-05-10 - 7:42:47 PM GMT
-  Document e-signed by Lorraine Bergman (lbergman@calienteconstruction.com)  
Signature Date: 2023-05-10 - 7:42:58 PM GMT - Time Source: server
-  Agreement completed.  
2023-05-10 - 7:42:58 PM GMT

**LINKING AGREEMENT  
FOR COOPERATIVE PURCHASE  
OF JOC SERVICES**

CALIENTE CONSTRUCTION, INC.  
JOB ORDER CONTRACTING

**EXHIBIT B**  
JOB ORDER NO. 1

See the following pages

**TOWN OF PARADISE VALLEY  
LINKING AGREEMENT  
FOR COOPERATIVE PURCHASE  
OF JOC SERVICES**

JOB ORDER NO. 1

40<sup>TH</sup> ST. EMERGENCY ROADWAY REPAIRS

This Job Order No. 1 (this “**Job Order**”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”) by and between the Town of Paradise Valley, an Arizona municipal corporation (the “**Town**”) and Caliente Construction, Inc., an Arizona corporation (the “**JOC**”). This Job Order is subject to and governed by the terms and conditions of the Job Order Contracting Master Agreement No. 23-15PV-01, dated May 13, 2023, between the JOC, Paradise Valley Unified School District #69, and 1Government Procurement Alliance (the “**Base Agreement**”), and of the Town of Paradise Valley Linking Agreement for Cooperative Purchase of JOC Services, No. CON-26-059-ENG (the “**Agreement**”).

**ARTICLE 1  
Scope of Work**

The JOC shall furnish all labor, materials, and equipment, as more fully set forth in the proposal, which is attached hereto as **Attachment 1** and incorporated as if fully set forth herein (the “**Work**”) to complete the roadway repairs as set forth in the Plans and Specifications, which are attached hereto as **Attachment 2** and incorporated as if fully set forth herein (the “**Project**”).

**ARTICLE 2  
Schedule of Completion**

The JOC shall commence work within 10 days from issuance by the Town of a Notice to Proceed and shall complete the Work within 90 calendar days. In view of the difficulty or impossibility of determining the Town’s damages from delay, should the JOC fail to achieve Substantial Completion within the above number of calendar days, as may be extended by any Town-approved Change Orders, the JOC agrees to pay and will pay to the Town, in addition to all other sums owed pursuant to the Agreement, the sum of \$280 for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the cost of the Work as it becomes due. Should liquidated damages exceed the cost of the Work due or to become due, then the JOC shall pay the Town the difference within three days of receipt of written demand.

**ARTICLE 3  
Cost of the Work**

The JOC shall complete the work for the prices set forth in **Attachment 1**. The total cost to complete the Work under this Job Order shall not exceed \$404,995.47.

**ARTICLE 4  
Bonds**

Payment and Performance Bonds are required for this Project and are attached hereto as **Attachment 3** and incorporated as if fully set forth herein.

**ARTICLE 5**  
**Additional Terms**

This Job Order is subject to the terms and conditions of the Agreement and the Base Agreement and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Job Order, the JOC certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the JOC certifies that it does not, and will not, for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or 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.

In the event of any conflict or discrepancy between the terms of this Job Order, the Agreement, the Base Agreement, **Attachment 2** to this Job Order, and **Attachment 1** to this Job Order, the documents shall govern in that order.

**ARTICLE 6**  
**Attachments**

This Job Order includes and incorporates the following Attachments:

- Attachment 1** – Proposal
- Attachment 2** – Plans and Specifications
- Attachment 3** – Payment and Performance Bonds

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

**TOWN OF PARADISE VALLEY,**  
an Arizona municipal corporation:

**CALIENTE CONSTRUCTION INC.,**  
an Arizona corporation

\_\_\_\_\_  
Andrew Ching, Town Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

**ATTACHMENT 1  
TO  
JOB ORDER NO. 1**

40th St. Emergency Roadway Repairs

See the following pages

# Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

April 30, 2026

Juan Gonzalez Jr., E.I.T.  
Associate Engineer for Hillside Development  
Town of Paradise Valley  
[jgonzalez@paradisivalleyaz.gov](mailto:jgonzalez@paradisivalleyaz.gov)

*RE: Town of Paradise Valley - 1GPA TOPV 40th Street Emergency Roadway Repairs (Preliminary) (Rev2)*

Mr. Gonzalez:

We are pleased to provide you with the following revised preliminary proposal for the TOPV 40<sup>th</sup> Street Emergency Roadway Repairs project. Our proposal is based on 100% drawings dated 03/25/26 from ADVantage Consulting LLC and consideration of comments from the Town on 04/21/26 and 04/29/26.

**Scope of Work:** Site clearing and demolition of existing shrubs and trees, curb, mounded rip-rap, spillway, asphalt; Asphalt patchback; Grading for new curb, Spillway/rip-rap; Backfill and compaction under roadway and curb; New concrete spillway and vertical curb; New rip-rap and boulders at new spillway; and Landscaping and irrigation

**Total Proposal Amount for North Spillway Scope: \$404,995.47**  
Clarifications, Assumptions, Exclusions, Allowance: See attached sheets

**Project Duration: 6 weeks of onsite construction for north spillway scope.**

**Alternate 01:** Similar work as noted above to repair/install new spillway and curb, grading, etc. modifications to the south

**Alternate 01 Cost: \$289,866.52**

**Alternate 01 Project Duration: 6 weeks of onsite construction for south spillway scope.**

Thank you again for the opportunity to work with the Town of Paradise Valley on this project. Feel free to contact me with any questions or concerns you may have.

Best Regards,  
**Caliente Construction Inc.**

**LeAnn Close**

LeAnn Close  
Project Manager

cc: Shar Johnson, MBA, M.Ed. PE, Town Engineer, Town of Paradise Valley  
Jeff Schaffer, Director of Operations, Caliente Construction Inc.



#1 General Contractor in Arizona 2017, 2022, 2021, 2019, 2018 & #1 Tenant Improvement Contractor in Arizona 2017, 2018, 2019  
2016 Tempe Business Excellence Award Winner  
485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 894-2323  
AZ ROC091625 AZ ROC098769 AZ ROC164561 CA 770323 UT 4741522-550  
ID RCE-28529 NM 85371 CO 233580 MT 159637



*"We build more than structures; we build confidence and relationships that last"*

## 1GPA TOPV 40th Street Emergency Roadway Repairs - North

### PROJECT INFORMATION

<b>OWNER:</b>	Town of Paradise Valley (1GPA)
<b>LOCATION</b>	40th Street & Clearwater
<b>PROPOSAL NO.:</b>	Rev2
<b>PROPOSAL DATE:</b>	4/30/2026
<b>BUILDING AREA (SF)</b>	-
<b>SITE AREA (SF)</b>	-
<b>OFFSITE AREA (SF)</b>	0

PHASE CODE	DESCRIPTION/TRADE	ESTIMATE VALUE	SUB BID
51-8000	Allowance (Specify)	\$ 8,000.00	\$ -
31-0000 CE	Earthwork	\$ 243,821.50	\$ 243,821.50 Gonzalez Asphalt
32-0000 CE	Exterior Improvements	\$ 11,050.00	\$ 11,050.00 Reed Landscaping
<b>SUBTOTAL DIRECT COST</b>		<b>\$ 262,871.50</b>	
General Conditions		\$ 42,002.20	
General Requirements		\$ 23,060.24	
Design Contingency		\$ -	0.00%
Construction Contingency		\$ 9,838.02	3.00%
Contractor's Liability Insurance		\$ 6,755.44	2.00%
Builders Risk Insurance		\$ 3,445.27	1.00%
Bonding Fees		\$ 3,479.73	1.00%
Escalation		\$ -	0.00%
Fee (Overhead & Profit)		\$ 31,630.72	9.00%
Sales Tax		\$ 21,912.35	5.72%
<b>SUBTOTAL INDIRECT COST</b>		<b>\$ 142,123.97</b>	
<b>TOTAL CONSTRUCTION COSTS</b>		<b>\$ 404,995.47</b>	
<b>TOTAL PROJECT COSTS</b>		<b>\$ 404,995.47</b>	



#1 General Contractor in Arizona 2017, 2018, 2019, 2021 & #1 Tenant Improvement Contractor in Arizona 2017, 2018, 2019  
 2010 Tempe Business Excellence Award Winner  
 485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 894-2323  
 AZ ROC091625 AZ ROC098769 AZ ROC164561 CA 770323 UT 4741522-550  
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## BASIS OF ESTIMATE

Owner: Town of Paradise Valley (1GPA)  
Project : 1GPA TOPV 40th Street Emergency Roadway R  
Location: 40th Street & Clearwater  
Proposal No.: Rev2  
Proposal Date: 4/30/2026

## GENERAL CONSTRUCTION

### Inclusions

- 1 Pricing is preliminary and based on 03/25/26 set of drawings & specifications dated 03/25/26 (on plans) and an email from the Town of Paradise Valley (TOPV) dated 04/02/26 breaking up the scope into Pricing 1 (north side of 2nd spillway) and Pricing 2 (south spillwork and south to end of noted new riprap.
- 2 Estimate is based on a 6-wk construction schedule for the North Side Scope of Work (Pricing 1) per TOPV email dated 04/02/2026 (from Juan Gonzalez). Alternate #1 sheet is for Pricing 2.
- 3 Assumes standard working hours. After hours costs have not been included.
- 4 Addenda: None
- 5 This bid shall remain valid for thirty (30) days. The bid amount is based on current material and labor costs. Absent a significant price increase through no fault of Caliente, Owner shall have the right for 30-days from bid submission to enter into a contract for performance at the bid amount. If a contract is not entered into within 30 days of the bid, the bid amount may increase due to material, labor and other cost escalations and Caliente shall be under no duty to honor this bid amount.
- 6 This GMP proposal is based upon material and equipment pricing at the time the proposal was made. The Contractor can not reasonably assess the impact or scope of current trade negotiations being conducted by the United States government and the impact of tariffs on material and equipment pricing and therefore this proposal and resultant GMP shall not include material and equipment cost increases resulting from or related to the imposition of tariffs or other international trade actions taken by the United States or other governments after the date of this proposal and as a condition for providing this proposal, the Contractor shall be entitled to an equitable adjustment for the same. If the Contractor is delayed at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, materials beyond the control of and without the fault of the Contractor, its Subcontractors and Material Suppliers, the Contractor shall be entitled to an equitable extension of the Contract Time.
- 7 Our proposal includes a Construction Contingency, Insurances, Performance and Payment Bonds, TPT Sales Tax. Per our 1GPA Master Agreement 23-15PV-01 and extensions, Insurances are expected to be provided by the contractor and with the Open Book Method costs for Insurances are included in the indirect costs.
- 8 Per our 1GPA Master Agreement 23-15PV-01 and extensions, supervision, labor, materials, tools, supplies, equipment, transportation, insurane, taxes, bonds, overhead and profit are to be provided by the Contractor as necessary and required to complete the Job Order.
- 9 Construction Administration will be by EOR and includes RFIs and Submittals review/research/responses and Substantial Completion Walk
- 10 Corporate Safety Requirements is a for a Third Party to provide a Site Specific Safety Plan, Onsite Safety Audits/Reports, JHA Review, and Scope Specific Toolbox Talks
- 11 Street Sweeping
- 12 Traffic Control/Flagging as necessary
- 13 Proposal based on access to site for duration of construction activity
- 14 Temporary Fencing will be orange snow fence
- 15 NOTE: Alternate work for south end is priced to be completed with the north end work and there will be no need to remobilize for any scope of the work. If a remobilization is needed, additional costs will apply.
- 16 Currently, the landscaping price includes **24" max Box Trees**. We will need direction on what size the TOPV will want: 24", 36" or 48" and the price will be adjusted accordingly.
- 17 Plans call to replace (10) shrubs and downed trees. The proposal includes this (10) shrubs and assumes (4) trees will need to be replaced. However, based on what happens during site demo and earthwork activities, the number of trees and shrubs to replace could increase and would result in added costs depending on the sizes wanted by the TOPV.



## BASIS OF ESTIMATE

**Owner:** Town of Paradise Valley (1GPA)  
**Project :** 1GPA TOPV 40th Street Emergency Roadway R  
**Location:** 40th Street & Clearwater  
**Proposal No.:** Rev2  
**Proposal Date:** 4/30/2026

### Exclusions

- 1 Owner Contingency.
- 2 Design Contingency.
- 3 Any and All Easements.
- 4 Architectural design fees or costs.
- 5 Furniture, fixtures, or equipment. Relocating/moving existing furniture.
- 6 Land costs, development, financing or real estate fees.
- 7 Professional jobsite photos.
- 8 Escalation of material costs.
- 9 Permitting Fees.
- 10 Third Party Testing.
- 11 Any work not noted herein.

## EXISTING CONDITIONS

### Inclusions

- 1 Survey
- 2 Site Underground Investigation/Locating
- 3 Dust Control
- 4 Sawcutting
- 5 Asphalt Removal
- 6 Remove Curb and Gutter MAG 220-1 type "A"
- 7 Demo existing Grouted Rip-Rap and Grouted Spillway
- 8 Stabilize & Compact (90%) existing damaged embankment with keyways
- 9 Bluestake, Pothole for existing utilities

### Exclusions

- 1 Hazardous materials abatement testing, investigation, report, and mitigation.
- 2 All electrical work
- 3 Any work not noted herein

## SITWORK

### Inclusions

- 1 Grading for all new curbing, (1) spillway only, riprap
- 2 Backfill and Compact at embankment and area eroded under roadway
- 3 Replace Asphalt Pavement COP 3/4" H/V and re-stripe as needed
- 4 Install Curb and Gutter MAG 220-1 type "A"
- 5 Hand Place Angular Rip-Rap per Detail 2 on Sheet C04
- 6 Provide (1) new Spillway Inlet and Outlet per MAG SD550 (modified)
- 7 Grout all stabilized area 6"t w/ 1' deep keyways and WWF
- 8 4" Concrete = 4000psi
- 9 Boulders as needed
- 10 Rebar as noted
- 11 (4) **24" max Box Trees**
- 12 (10) 5-gallon max Shrubs/Plantings
- 13 Tie into existing irrigation and make repairs as needed
- 14 Sleeve irrigation piping under scuppers/spillway
- 15 Hydroseed desert mix



# Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

## BASIS OF ESTIMATE

Owner: Town of Paradise Valley (1GPA)  
Project : 1GPA TOPV 40th Street Emergency Roadway R  
Location: 40th Street & Clearwater  
Proposal No.: Rev2  
Proposal Date: 4/30/2026

### Exclusions

- 1 Hard Digging.
- 2 Relocation of existing, Replacement of existing and/or providing new water meter and all associated work.
- 3 Any and All utility work and all associated work.
- 4 Repairs of, replacement of, adding to, etc. homeowner's rock wall, other than some mortar work noted in Allowances section below.
- 5 Repairs of, replacement of, adding to, etc. homeowner's irrigation system and landscaping
- 6 Any work not noted herein

## ALLOWANCES

1	Asphalt Allowance for construction activity damages	\$	2,500.00
2	Miscellaneous irrigation repairs due to damages during earthwork activities	\$	2,500.00
3	Miscellaneous mortar repair to rock wall	\$	3,000.00

## ALTERNATE PRICING

1	1GPA TOPV 40th Street Emergency Roadway Repairs - North Side (Preliminary)	\$	289,866.52
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## ALTERNATE #1

### 1GPA TOPV 40th Street Emergency Roadway Repairs - North Side (Preliminary)

**PROJECT INFORMATION**  
**ADDRESS**  
**PROPOSAL NO.:**  
**PROPOSAL DATE:**

Town of Paradise Valley (1GPA)  
 40th Street & Clearwater  
 Rev2  
 4/30/2026

PHASE CODE	DESCRIPTION/TRADE	ESTIMATE VALUE	SUBCONTRACTOR
	GENERAL CONDITIONS - 6 weeks	42,002.20	Caliente Construction
	GENERAL REQUIREMENTS - 6 weeks	23,060.24	Caliente Construction
310000	EARTHWORK	157,324.00	Gonzalez Asphalt
320000	LANDSCAPING/IRRIGATION	12,325.00	Reed Landscaping
<b>SUBTOTAL DIRECT COST</b>		<b>234,711.44</b>	
Design Contingency		-	0.00%
Construction Contingency		7,041.34	3.00%
Contractor's Liability Insurance		4,835.06	2.00%
Builders Risk Insurance		2,465.88	1.00%
Bonding Fees		2,490.54	1.00%
Escalation		-	0.00%
Fee (Overhead & Profit)		22,638.98	9.00%
Sales Tax		15,683.28	5.72%
<b>SUBTOTAL INDIRECT COST</b>		<b>55,155.08</b>	
<b>TOTAL COST</b>		<b>289,866.52</b>	

NOTE: Assumptions, Clarifications, Exclusions page applies to Alternate #1



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# Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

PROJECT: 1GPA TOPV 40th Street Emergency Roadway Repairs - North Side (Preliminary)

Rev2 4/30/2026

GENERAL CONDITIONS		HOURS PER WEEK	QTY	UNIT		39,224.86		377.34		2,400.00	42,002.20
<b>Staffing Costs</b>											
00-1040	Project Manager	8	45	HR	90.00	4,011.43		0.00		0.00	4,011.43
00-1045	Superintendent	40	303	HR	90.00	27,257.14		0.00		0.00	27,257.14
00-1043	Project Engineer	3	17	HR	60.00	1,002.86		0.00		0.00	1,002.86
00-1047	Project Coordinator		15	HR	45.00	681.43		0.00		0.00	681.43
00-1041	Project Accountant		15	HR	48.00	726.86		0.00		0.00	726.86
00-1053	Laborer		15	HR	38.00	575.43		0.00		0.00	575.43
<b>Project Office Costs</b>											
00-1070	Office Supplies and Equipment		1	MO		0.00	200.00	257.34		0.00	257.34
00-1075	Drinking Water		6	WKS		0.00	20.00	120.00		0.00	120.00
00-1417	Hand Wash Station	1	6	WKS	300.00	300.00		0.00	200.00	1,200.00	1,500.00
00-5219	Temp. Toilets - 1x Cleaning/Week	1	6	WKS	300.00	300.00		0.00	200.00	1,200.00	1,500.00
<b>Vehicles and Equipment</b>											
		Hourly Rate									
00-1010	Project Pick Up Truck (included in MA)		6	WKS	364.14	2,184.86		0.00		0.00	2,184.86
00-1020	Project Fuel (included in MA)		6	WKS	364.14	2,184.86		0.00		0.00	2,184.86

# Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

PROJECT: 1GPA TOPV 40th Street Emergency Roadway Repairs - North Side (Preliminary)

Rev2 4/30/2026

GENERAL REQUIREMENTS		HOURS PER WEEK	QTY	UNIT	-	1,500.00	21,560.24	23,060.24
<b>Survey &amp; Engineering</b>								
00-1430	Site Investigation/Survey		1	LS		0.00	3,000.00	3,000.00
01-3223	Survey & Layout Data		1	LS		0.00	2,000.00	2,000.00
	Construction Administration by EOR - RFIs, Submittals, Substantial Completion Walk		1	LS		0.00	5,000.00	5,000.00
<b>Testing &amp; Inspections</b>								
00-1700	Testing			LS		0.00		0.00
01-4533	Special Inspections			LS		0.00		0.00
<b>Traffic Control</b>								
01-5526	Traffic Control/Flagmen		1	WK		0.00	3,000.00	3,000.00
<b>Misc. Site Services</b>								
00-1080	Contract Drawing Reproduction		1	LS		0.00	200.00	200.00
<b>Temporary Construction</b>								
01-5626	Install Temp. Orange Snow Fence			LF	1.45	0.00	245.00	560.24
00-1095	Dust Control		6	WKS		0.00	550.00	3,300.00
00-1096								
<b>Safety</b>								
01-3526	Corporate Safety Requirements: Third Party Site Specific Safety Plan, Onsite Safety Audits, JHA Review, Scope Specific Toolbox Talks		1	LS		0.00	1,500.00	1,500.00
<b>Temporary Utilities</b>								
01-5136	Temporary Water Service Charge		1	EA		0.00	1,000.00	1,000.00
<b>Cleanup</b>								
01-7423	Final Cleanup - Street Sweeping		1	LS		0.00	3,500.00	3,500.00

# Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

<b>51-8000 Allowance (Specify)</b>		<b>Rev2</b>	<b>4/30/2026</b>	<b>CCI BUDGET</b>
	1GPA TOPV 40th Street Emergency Roadway Repairs - North Side (Preliminary)			
	BUILDING SF (GROSS)	0		
	SITE SIZE	0		
	\$/SF	#DIV/0!		
<b>SPECIFICATION SECTIONS</b>				
<b>SCOPE ITEMS</b>				
		<b>QTY</b>	<b>UNIT</b>	<b>COST/UNIT</b>
<b>BASE BID AMOUNT</b>				
1	Asphalt Allowance for construction activity damages			\$ 2,500.00
2	Miscellaneous irrigation repairs due to damages during earthwork activities			\$ 2,500.00
3	Miscellaneous mortar repair to rock wall			\$ 3,000.00
4				\$ -
5				\$ -
<b>CCI MISC SCOPE</b>				
		<b>QTY</b>	<b>UNIT</b>	<b>COST/UNIT</b>
35				\$ -
36				\$ -
37				\$ -
38				\$ -
39				\$ -
40				\$ -
<b>BID TOTALS</b>				<b>\$ 8,000.00</b>
<b>SALES TAX (IF NOT INCLUDED)</b>				0.000% \$ -
<b>TOTAL W/ TAXES</b>				<b>\$ 8,000.00</b>
<b>TOTAL W/ BOND &amp; TAXES (ESTIMATE VALUE)</b>				<b>\$ 8,000.00</b>

31-0000 CI Earthwork				Rev2	4/30/2026	CCI BUDGET	Sub 1	Sub 2
1GPA TOPV 40th Street Emergency Roadway Repairs - North Side (Preliminary)							ViaSun	Gonzalez Asphalt
BUILDING SF (GROSS)				0				
SITE SIZE				0				
\$/SF				#DIV/0!				
<b>SPECIFICATION SECTIONS</b>								
<i>Specifications are on plans</i>								
<b>SCOPE ITEMS</b>								
	<b>QTY</b>	<b>UNIT</b>	<b>COST/UNIT</b>					
<b>BASE BID AMOUNT - NORTH END SCOPE</b>							\$ 769,002.96	\$ 243,821.50
1					\$ -		X	X
1 Site Clearing & Demolition:								
2					\$ -		X	X
2 · Pothole For Existing Utilities								
3					\$ -		X	X
3 · Remove Existing Shrubs & Downed Tress To Install Fill On Embankment								
4					\$ -		X	X
4 · Sawcut & Remove Existing Curb								
5					\$ -		X	X
5 · Remove Existing Mounded Rip-Rap Behind Existing Curb								
6					\$ -		X	X
6 · Remove Existing Grouted River-Run Rip-Rap Spillway								
7					\$ -		X	X
7 · Sawcut And Remove Existing Asphalt To Provide Clean vertical face, as								
8					\$ -		X	X
8 Backfill & Compact Eroded Embankment								
9					\$ -		X	X
9 · Under Roadway & Curb								
10					\$ -		X	X
10 · Grade For New Curb, Spillway, & Rip-rap								
11					\$ -		X	X
11 Rip-Rap & Boulder Install								
12					\$ -		X	X
12 · Rip-Rap Installation Per DTL 2 / Sheet G03								
13					\$ -		X	X
13 · Min. 3' Width								
14					\$ -		X	X
14 · D50=6", 9" Thick								
15					\$ -		X	X
15 Concrete Curb								
16					\$ -		X	X
16 · 6" Vertical Curb (20' Min.)								
17					\$ -		X	X
17 · Town Rep To Delineate Curb Location								
18					\$ -		X	X
18 · Will Be Based On Actual Field Measurements								
19					\$ -		X	X
19 Concrete Spillway								
20					\$ -		X	X
20 · Per Detail 1 / Sheet G04								
21					\$ -		X	X
21 · 4" Thick, 4000 PSI Concrete								
22					\$ -		X	X
22 · MAG STD DTL 550, As Modified								
23					\$ -		X	X
23 · 6x6 - W1.4xW1.4 Wire Mesh								
24					\$ -		X	X
24 Asphalt Patching								
25					\$ -		X	X
25 · Patch Back Asphalt To Match Existing Surface								
26					\$ -		X	X
26 · As Needed Against New Concrete Curb/Spillway								
27					\$ -		X	X
27 · Final Based On Field Measured Quantities At Unit Price								
28					\$ -		X	X
28 · **Minimum : \$2000**								
29					\$ -		X	X
29 Traffic Control								
30					\$ -		X	X
30 · For sub's proposed scope only; Approximately 20 Days; Daily set-up/tear-down								
31					\$ -		X	X
31 Striping Restoration								
32					\$ -		X	X
32 · Re-stripe As Necessary To Match Existing Layout								
33					\$ -		X	X
33 Mobilization/General Conditions								
34					\$ -			
35					\$ -	\$ (131,502.95)		NO (See CCI GCs)
35 Dust Control/Construction Water, Testing, Uniformed Police Officer, Street Sweeping, Survey								
<b>CCI MISC SCOPE</b>								
	<b>QTY</b>	<b>UNIT</b>	<b>COST/UNIT</b>					
35					\$ -			
<b>BID TOTALS</b>						\$ 637,500.01	\$ 243,821.50	

SALES TAX (IF NOT INCLUDED)	0.000%	\$ -	\$ -	\$ -
<b>TOTAL W/ TAXES</b>		\$ -	\$ 637,500.01	\$ 243,821.50
<b>TOTAL W/ BOND &amp; TAXES (ESTIMATE VALUE)</b>	Tot	\$ -	\$ 637,500.01	\$ 243,821.50

Manual Select Winning Bid

ALTERNATES	CCI BUDGET	Sub 1	Sub 2
1 SOUTH END SCOPE	\$ -	\$ 607,698.96	\$ 157,324.00
2 Site Clearing & Demolition:	\$ -	X	X
3 · Pothole For Existing Utilities	\$ -	X	X
4 · Remove Existing Shrubs & Downed Tress To Install Fill On Embankmer	\$ -	X	X
5 · Sawcut & Remove Existing Curb	\$ -	X	X
6 · Remove Existing Mounded Rip-Rap Behind Existing Curb	\$ -	X	X
7 · Remove Existing Grouted River-Run Rip-Rap Spillway	\$ -	X	X
8 · Sawcut And Remove Existing Asphalt To Provide Clean vertical face, as	\$ -	X	X
9 Backfill & Compact Eroded Embankment	\$ -	X	X
10 · Grade For New Curb, Spillway, & Rip-rap	\$ -	X	X
11 Rip-Rap & Boulder Install	\$ -	X	X
12 · Rip-Rap Installation Per DTL 2 / Sheet G03	\$ -	X	X
13 · Min. 3' Width	\$ -	X	X
14 · D50=6", 9" Thick	\$ -	X	X
15 Concrete Curb	\$ -	X	X
16 · 6" Vertical Curb (20' Min.)	\$ -	X	X
17 · Town Rep To Delineate Curb Location	\$ -	X	X
18 · Will Be Based On Actual Field Measurements	\$ -	X	X
19 Concrete Spillway	\$ -	X	X
20 · Per Detail 1 / Sheet G04	\$ -	X	X
21 · 4" Thick, 4000 PSI Concrete	\$ -	X	X
22 · MAG STD DTL 550, As Modified	\$ -	X	X
23 · 6x6 - W1.4xW1.4 Wire Mesh	\$ -	X	X
24 Asphalt Patching	\$ -	X	X
25 · Patch Back Asphalt To Match Existing Surface	\$ -	X	X
26 · As Needed Against New Concrete Curb/Spillway	\$ -	X	X
27 · Final Based On Field Measured Quantities At Unit Price	\$ -	X	X
28 · **Minimum : \$2000**	\$ -	X	X
29 Traffic Control	\$ -	X	X
30 · Price Includes Traffic Control For Our Proposed Scope Of Work Only	\$ -	X	X
31 · **Does Not Account For Traffic Control Outside Proposed Scope Of Wo	\$ -	X	X
32 · Duration: Approximately 20 Days	\$ -	X	X
33 · Includes All Labor & Devices	\$ -	X	X
34 · Daily Set-up And Removal : Work Hours 7am-4pm	\$ -	X	X
35 Striping Restoration	\$ -	X	X
36 · Re-stripe As Necessary To Match Existing Layout	\$ -	X	X
37 · Solid White Edge-Line	\$ -	X	X
38	\$ -	X	X
39 Dust Control/Construction Water, Testing, Uniformed Police Officer, Street Sweeping, Survey	\$ -	\$ (107,050.60)	NO (See CCI GCs)
40	\$ -		
		\$ 500,648.36	\$ 157,324.00



# GONZALEZ ASPHALT INC

3001 W Lincoln St  
Phoenix, AZ 85009  
(623)444-7805

<b>To:</b> Caliente Construction Inc.	<b>Contact:</b> LeAnn Close
<b>Address:</b> 485 W Vaughn St. Tempe, AZ 85283	<b>Phone:</b> (480) 894-5500
<b>Project Name:</b> TOPV 40th St. Roadway Repairs	<b>Fax:</b>
<b>Project Location:</b> 40th St & Clearwater Pkwy, Paradise Valley, AZ	<b>Bid Number:</b> 2026-463
	<b>Bid Date:</b> 4/22/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0100.10	<b>Mobilization</b>	1.00	LS	\$8,450.00	\$8,450.00

**Base Bid Price Subtotal:** \$8,450.00

**Total Bid Price:** **\$8,450.00**

**PRICE 1**

0130.10	<b>Site Clearing &amp; Demolition</b> <ul style="list-style-type: none"> <li>· Pothole For Existing Utilities</li> <li>· Remove Existing Shrubs &amp; Downed Tress To Install Fill On Embankment</li> <li>· Sawcut &amp; Remove Existing Curb</li> <li>· Remove Existing Mounded Rip-Rap Behind Existing Curb</li> <li>· Remove Existing Grouted River-Run Rip-Rap Spillway</li> <li>· Sawcut And Remove Existing Asphalt To Provide Clean Vertical Face, As Necessary</li> </ul>	1.00	LS	\$52,844.00	\$52,844.00
1100.10	<b>Backfill &amp; Compact Eroded Embankment</b> <ul style="list-style-type: none"> <li>· Under Roadway &amp; Curb</li> <li>· Grade For New Curb, Spillway, &amp; Rip-Rap</li> </ul>	1.00	LS	\$46,960.00	\$46,960.00
1500.10	<b>Rip-Rap &amp; Boulder Install</b> <ul style="list-style-type: none"> <li>· Rip-Rap Installation Per DTL 2 / Sheet G03</li> <li>· Min. 3' Width</li> <li>· D50=6", 9" Thick</li> <li>· Install 24" To 36" Boulders At Transition Of Spillway To Ex. Wash</li> </ul>	1.00	LS	\$55,820.00	\$55,820.00
2200.10	<b>Concrete Curb</b> <ul style="list-style-type: none"> <li>· 6" Vertical Curb (20' Min.)</li> <li>· Town Rep To Delineate Curb Location</li> <li>· Will Be Based On Actual Field Measurements</li> </ul>	40.00	LF	\$46.60	\$1,864.00
2400.30	<b>Concrete Spillway</b> <ul style="list-style-type: none"> <li>· Per Detail 1 / Sheet G04</li> <li>· 4" Thick, 4000 PSI Concrete</li> <li>· MAG STD DTL 550, As Modified</li> <li>· 6x6 - W1.4xW1.4 Wire Mesh</li> </ul>	1.00	EACH	\$9,591.00	\$9,591.00
3200.20	<b>Asphalt Patching</b> <ul style="list-style-type: none"> <li>· Patch Back Asphalt To Match Existing Surface</li> <li>· As Needed Against New Concrete Curb/Spillway</li> <li>· Final Based On Field Measured Quantities At Unit Price</li> <li>· **Minimum : \$2000**</li> </ul>	415.00	SF	\$9.50	\$3,942.50
9901.10	<b>Traffic Control</b> <ul style="list-style-type: none"> <li>· Price Includes Traffic Control For Our Proposed Scope Of Work Only</li> <li>· **Does Not Account For Traffic Control Outside</li> </ul>	1.00	LS	\$62,400.00	\$62,400.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Proposed Scope Of Work**				
	· Duration: Approximately 20 Days				
	· Includes All Labor & Devices				
	· Daily Set-up And Removal : Work Hours 7am-4pm				
9902.10	<b>Striping Restoration</b>	1.00	LS	\$1,950.00	\$1,950.00
	· Re-stripe As Necessary To Match Existing Layout				
	· Solid White Edge-Line				

**SELECTED SUBCONTRACTOR**

**Total Price for above PRICE 1 Items: \$235,371.50**

**PRICE 2**

0130.10	<b>Site Clearing &amp; Demolition</b>	1.00	LS	\$33,623.00	\$33,623.00
	· Pothole For Existing Utilities				
	· Remove Existing Shrubs & Downed Tress To Install Fill On Embankment				
	· Sawcut & Remove Existing Curb				
	· Remove Existing Mounded Rip-Rap Behind Existing Curb				
	· Remove Existing Grouted River-Run Rip-Rap Spillway				
	· Sawcut And Remove Existing Asphalt To Provide Clean Vertical Face, As Necessary				
1100.10	<b>Backfill &amp; Compact Eroded Embankment</b>	1.00	LS	\$18,783.00	\$18,783.00
	· Grade For New Curb, Spillway, & Rip-Rap				
1500.10	<b>Rip-Rap &amp; Boulder Install</b>	1.00	LS	\$42,684.00	\$42,684.00
	· Rip-Rap Installation Per DTL 2 / Sheet G03				
	· Min. 3' Width				
	· D50=6", 9" Thick				
	· Install 24" To 36" Boulders At Transition Of Spillway To Ex. Wash				
2200.10	<b>Concrete Curb</b>	40.00	LF	\$46.60	\$1,864.00
	· 6" Vertical Curb (20' Min.)				
	· Town Rep To Delineate Curb Location				
	· Will Be Based On Actual Field Measurements				
2400.30	<b>Concrete Spillway</b>	1.00	EACH	\$8,920.00	\$8,920.00
	· Per Detail 1 / Sheet G04				
	· 4" Thick, 4000 PSI Concrete				
	· MAG STD DTL 550, As Modified				
	· 6x6 - W1.4xW1.4 Wire Mesh				
3200.20	<b>Asphalt Patching</b>	250.00	SF	\$9.50	\$2,375.00
	· Patch Back Asphalt To Match Existing Surface				
	· As Needed Against New Concrete Curb/Spillway				
	· Final Based On Field Measured Quantities At Unit Price				
	· **Minimum : \$2000**				
9901.10	<b>Traffic Control</b>	1.00	LS	\$39,000.00	\$39,000.00
	· Price Includes Traffic Control For Our Proposed Scope Of Work Only				
	· **Does Not Account For Traffic Control Outside Proposed Scope Of Work**				
	· Duration: Approximately 20 Days				
	· Includes All Labor & Devices				
	· Daily Set-up And Removal : Work Hours 7am-4pm				
9902.10	<b>Striping Restoration</b>	1.00	LS	\$1,625.00	\$1,625.00
	· Re-stripe As Necessary To Match Existing Layout				
	· Solid White Edge-Line				

**Total Price for above PRICE 2 Items: \$148,874.00**

**Notes:**

- **EXCLUSIONS:** Bonds, Permits, Taxes, Material Testing, Engineering, Survey/Staking, Landscape/Irrigation Restoration, Utility Relocation, Seeding/Slope Protection, Construction Water, Uniformed Officer, Sweeping
- **Price assumes work to be completed during normal working hours - Night/Weekend work extra**
- **Minimum Trip Charge: \$2000**
- **Excludes any items not specified above.**



**BASE BID**

Viasun Corporation

3621 E. Superior Ave.  
Phoenix, Arizona 85040  
Phone: (480) 268-9669  
Fax: (480) 223-6295

Date: April 16, 2026

JOB # 260046

**TOPV 40th St. Roadway Repairs  
Price #1- North Section**

Item No.	Description	Quantity	Unit	Unit Cost	Amount
<b>Full Roadway Re-construction of 40th St. Wash North Scope</b>					
<b>General Items</b>					
10	General Conditions	30	DY	\$1,850.23	\$55,506.90
20	Mobilization	1	LS	\$10,500.47	\$10,500.47
<del>30</del>	<del>Dust Control / Construction Water</del>	<del>30</del>	<del>LS</del>	<del>\$975.37</del>	<del>\$29,264.10</del>
<del>40</del>	<del>Quality Control Testing</del>	<del>15</del>	<del>EA</del>	<del>\$2,550.61</del>	<del>\$38,259.15</del>
50	Traffic Control / Flagging	30	DY	\$2,750.50	\$82,515.00
<del>60</del>	<del>Allowance: Uniformed Police Officer</del>	<del>15</del>	<del>ALL</del>	<del>\$1,225.48</del>	<del>\$18,382.20</del>
<del>70</del>	<del>Sweeping</del>	<del>165</del>	<del>HR</del>	<del>\$140.00</del>	<del>\$23,100.00</del>
<del>80</del>	<del>Survey</del>	<del>1</del>	<del>LS</del>	<del>\$22,500.50</del>	<del>\$22,500.50</del>
<b>Subtotal General Items</b>					<del>-\$280,025.32</del> <b>\$148,522.37</b>
<b>Demolition</b>					
100	Sawcutting	1	LS	\$1,675.00	\$1,675.00
105	Asphalt Removal	655	SF	\$4.25	\$2,783.75
110	Remove Curb and Gutter MAG 220-1 type "A"	42	LF	\$17.65	\$741.30
115	Demo existing Grouted Rip-Rap	329	SF	\$23.95	\$7,879.55
120	Demo Existing Grouted Spillway	1	EA	\$12,505.00	\$12,505.00
125	Stabalize & Compact (90%) existing damaged embankment w/keyways	1	LS	\$110,528.00	\$110,528.00
<b>New Construction</b>					
130	Asphalt Pavement COP 3/4" H/V	655	SF	\$10.65	\$6,975.75
135	Curb and Gutter MAG 220-1 type "A"	42	LF	\$59.62	\$2,504.04
140	Hand Placed angular Rip-Rap per Detail 2 on sheet C04	329	SF	\$47.23	\$15,538.67
145	F/P/S Spillway Inlet and Outlet per MAG SD550- Modified	2	EA	\$42,658.00	\$85,316.00
150	Grout all stabilized area 6" w/1' deep keyways and WWF	1	LS	\$175,268.70	\$175,268.70
<b>Subtotal Work Items</b>					<b>\$421,715.76</b>
<b>Total Direct Cost</b>					<del>-\$704,744.08</del> <b>\$570,238.13</b>
<b>Summary</b>					
<b>Total Direct Cost</b>					<del>-\$704,744.08</del> <b>\$570,238.13</b>
<b>Subtotal</b>					<del>-\$704,744.08</del> <b>\$570,238.13</b>
<b>Indirect Cost</b>					
500	Overhead & Profit			8.50%	\$59,647.99
<b>Subtotal</b>					<b>\$59,647.99</b>
<b>Total</b>					<del>-\$764,389.07</del> <b>\$629,886.12</b>
510	Insurance			1.000%	\$7,613.89
<del>520</del>	<del>Bond</del>			<del>1.500%</del>	<del>\$11,420.84</del>
<b>Subtotal</b>					<del>-\$780,423.00</del>
<del>530</del>	<del>Sales Tax</del>			<del>5.323%</del>	<del>\$41,530.06</del>
<b>Grand Total</b>					<del>-\$824,964.86</del>
<del>600</del>	<del>Owners Contingency</del>	<del>1</del>	<del>LS</del>	<del>\$75,000.00</del>	<del>\$ 50,000.00</del>
<b>Total</b>					<del>-\$874,964.86</del> <b>\$637,500.01</b>

Excluding: Underground Utilities ( power, waterline, communication, sewer, gas lines, storm drain)  
geotechnical testing, signage, electrical , Any landscaping scope/material, gabion baskets, irrigation,  
hard dig rock excavation, mass excavation for gabions in wash, night/weekend work



**ALTERNATE**

Viasun Corporation

3621 E. Superior Ave.  
Phoenix, Arizona 85040  
Phone: (480) 268-9669  
Fax: (480) 223-6295

Date: April 16, 2026

JOB # 260046-1

**TOPV 40th St. Roadway Repairs  
Price #1- South Section**

Item No.	Description	Quantity	Unit	Unit Cost	Amount
<b>Full Roadway Re-construction of 40th St. Wash South Scope</b>					
<b>General Items</b>					
10	General Conditions	25	DY	\$1,850.23	\$46,255.75
20	Mobilization	1	LS	\$10,500.47	\$10,500.47
<del>30</del>	<del>Dust Control / Construction Water</del>	<del>25</del>	<del>LS</del>	<del>\$975.37</del>	<del>\$24,384.25</del>
<del>40</del>	<del>Quality Control Testing</del>	<del>15</del>	<del>EA</del>	<del>\$2,550.61</del>	<del>\$38,259.15</del>
50	Traffic Control / Flagging	25	DY	\$2,750.50	\$68,762.50
<del>60</del>	<del>Allowance, Uniformed Police Officer</del>	<del>15</del>	<del>ALL</del>	<del>\$1,225.40</del>	<del>\$18,382.20</del>
<del>70</del>	<del>Sweeping</del>	<del>75</del>	<del>HR</del>	<del>\$140.00</del>	<del>\$10,500.00</del>
<del>80</del>	<del>Survey</del>	<del>1</del>	<del>LS</del>	<del>\$15,525.00</del>	<del>\$15,525.00</del>
<b>Subtotal General Items</b>					<del>-\$232,569.32</del> <b>\$125,518.72</b>
<b>Demolition</b>					
100	Sawcutting	1	LS	\$1,560.25	\$1,560.25
105	Asphalt Removal	617	SF	\$4.25	\$2,622.25
110	Remove Curb and Gutter MAG 220-1 type "A"	83	LF	\$17.65	\$1,464.95
115	Demo existing Grouted Rip-Rap	255	SF	\$23.95	\$6,107.25
125	Stabalize & Compact (90%) existing damaged embankment w/keyways	1	LS	\$95,564.00	\$95,564.00
<b>New Construction</b>					
130	Asphalt Pavement COP 3/4" H/V	617	SF	\$10.65	\$6,571.05
135	Curb and Gutter MAG 220-1 type "A"	42	LF	\$59.62	\$2,504.04
140	Hand Placed angular Rip-Rap per Detail 2 on sheet C04	218	SF	\$47.23	\$10,296.14
145	F/P/S Spillway Inlet and Outlet per MAG SD550- Modified	1	EA	\$42,658.00	\$42,658.00
150	Grout all stabalized area 6"t w/1' deep keyways and WWF	1	LS	\$152,628.50	\$152,628.50
<b>Subtotal Work Items</b>					<b>\$321,976.43</b>
<b>Total Direct Cost</b>					<del>-\$554,545.75</del> <b>\$447,495.15</b>
<b>Summary</b>					
<b>Total Direct Cost</b>					<del>-\$554,545.75</del> <b>\$447,495.15</b>
<b>Subtotal</b>					<del>-\$554,545.75</del> <b>\$447,495.15</b>
<b>Indirect Cost</b>					
500	Overhead & Profit			8.50%	\$47,136.39
<b>Subtotal</b>					<b>\$47,136.39</b>
<b>Total</b>					<del>-\$601,682.14</del> <b>\$494,631.54</b>
510	Insurance			1.000%	\$6,016.82
<del>520</del>	<del>Bond</del>			<del>1.500%</del>	<del>\$9,025.23</del>
<b>Subtotal</b>					<del>-\$616,724.20</del>
<b>Sales Tax</b>					<del>-\$32,925.15</del>
<b>Grand Total</b>					<del>-\$649,549.34</del>
<del>600</del>	<del>Owners Contingency</del>	<del>1</del>	<del>LS</del>	<del>\$75,000.00</del>	<del>\$ 50,000.00</del>
<b>Total</b>					<del>-\$699,549.34</del> <b>\$500,648.36</b>

Excluding: Underground Utilities ( power, waterline, communication, sewer, gas lines, storm drain)  
geotechnical testing, signage, electrical , Any landscaping scope/material, gabion baskets, irrigation,  
hard dig rock excavation, mass excavation for gabions in wash, night/weekend work

# Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

32-0000 CI Exterior Improvements				Rev2	4/30/2026	CCI BUDGET	Sub 1	Sub 2	
1GPA TOPV 40th Street Emergency Roadway Repairs - North Side (Preliminary)							ELS Construction	Reed Landscaping	
BUILDING SF (GROSS)				0					
SITE SIZE				0					
\$/SF				#DIV/0!					
SPECIFICATION SECTIONS									
<i>Specifications are on plans</i>									
SCOPE ITEMS				QTY	UNIT	COST/UNIT			
<b>BASE BID AMOUNT</b>							\$ 23,550.00	\$ 8,550.00	
1	NORTH SIDE WORK:					\$ -			
2	Box Trees					\$ -	QTY (6) 48" Box	QTY (6) 24" Box	
3	5-gallon Shrubs					\$ -	QTY (10) 5-gal	QTY (10) 5-gal	
4	Tie into existing Irrigation system					\$ -	X	X	
5	Sleeve irrigation under scuppers					\$ -	X	X	
6	Irrigatoin Repairs					\$ -	X	X	
7	Hydroseed Desert Mix					\$ -	\$ 3,000.00	X	
8	Mobilization/General Conditions					\$ -	X	X	
9						\$ -			
10	Export of soils from plantings					\$ -	\$ 2,500.00	\$ 2,500.00	
11						\$ -			
12						\$ -			
13						\$ -			
14						\$ -			
15						\$ -			
CCI MISC SCOPE				QTY	UNIT	COST/UNIT			
35						\$ -			
<b>BID TOTALS</b>						\$ -	\$ 29,050.00	\$ 11,050.00	
<b>SALES TAX (IF NOT INCLUDED)</b>						0.000%	\$ -	\$ -	
<b>TOTAL W/ TAXES</b>						\$ -	\$ 29,050.00	\$ 11,050.00	
<b>TOTAL W/ BOND &amp; TAXES (ESTIMATE VALUE)</b>						Tot	\$ -	\$ 29,050.00	\$ 11,050.00
<b>Manual Select Winning Bid</b>									
ALTERNATES						CCI BUDGET	Sub 1	Sub 2	
1	SOUTH SIDE WORK:					\$ -	\$ 15,000.00	\$ 9,825.00	
2	Box Trees					\$ -	ALLOWANCE	QTY (5) 24" Box	
3	5-gallon Shrubs					\$ -	ALLOWANCE	QTY (20) 5-gal	
4	Tie into existing Irrigation system					\$ -	ALLOWANCE	X	
5	Sleeve irrigation under scuppers					\$ -	ALLOWANCE	X	
6	Irrigatoin Repairs					\$ -	ALLOWANCE	X	
7	Hydroseed Desert Mix					\$ -	ALLOWANCE	X	
8	Mobilization/General Conditions					\$ -	ALLOWANCE	X	
9						\$ -			
10	Export of soils from plantings					\$ -		\$ 2,500.00	
							\$ 15,000.00	\$ 12,325.00	

JACK REED ENTERPRISES, INC.  
dba REED LANDSCAPE

SELECTED SUBCONTRACTOR  
**ESTIMATE**

PO BOX 144  
QUEEN CREEK, AZ  
85142

Date	Estimate #
4/13/2026	2025-1670

Name / Address
CALIENTE CONSTRUCTION 485 W. VAUGHN STREET TEMPE, AZ 85282

Project
40th STREET ROADWAY REPAIR

Qty	Description	Total
	REPAIR DAMAGED LANDSCAPE & IRRIGATION ALONG 40th STREET (To Be Completed AFTER Erosion Repairs Are Done):	
	<b>Price 1 North Side:</b>	
	UP TO (4) 24" BOX TREES	
	UP TO (10) 5 GALLON PLANTS	
	TIE INTO EXISTING IRRIGATION ***NOTE: Price assumes that existing irrigation is functional and accessible. If excessive Searching/Digging/Repair is required, additional charges will apply.***	
	SLEEVE IRRIGATION UNDER SCUPPERS	
	REPAIR IRRIGATION	
	HYDROSEED DESERT MIX - Suggestion	
	LABOR	
	MOBILIZATION	
	Subtotal	<b>8,550.00</b>
	<b>Price 2 South Side:</b>	
	UP TO (5) 24" BOX TREES	
	UP TO (20) 5 GALLON PLANTS	
	TIE INTO EXISTING IRRIGATION ***NOTE: Price assumes that existing irrigation is functional and accessible. If excessive Searching/Digging/Repair is required, additional charges will apply.***	
	SLEEVE IRRIGATION UNDER SCUPPERS	
	REPAIR IRRIGATION	

EXCLUDED: Sales Tax; Retaining Walls; Hardscape; Dust Control; Import of Fill Dirt; Export of Jobsite Spoils (rock, concrete, etc.); Rip Rap or River Rock; Saw Cuts or Patch Backs; Hard Dig Conditions; Single Port Emitters; Water Meter; Repair, Replacement, Transplant, Salvage or Maintenance of Existing Landscape or Irrigation; One-year Prices good for 30 days. HAPPY TRAILS!!!	<b>Subtotal</b>
	<b>Sales Tax (8.1%)</b>
	<b>Total</b>

JACK REED ENTERPRISES, INC.  
dba REED LANDSCAPE

SELECTED SUBCONTRACTOR  
**ESTIMATE**

PO BOX 144  
QUEEN CREEK, AZ  
85142

Date	Estimate #
4/13/2026	2025-1670

Name / Address
CALIENTE CONSTRUCTION 485 W. VAUGHN STREET TEMPE, AZ 85282

Project
40th STREET ROADWAY REPAIR

Qty	Description	Total
	<del>                     HYDROSEED DESERT MIX - Suggestion                      LABOR                      MOBILIZATION                      Subtotal                 </del>	<del>                     9,825.00                 </del>
	NOTES: - All Erosion Repairs to Be Performed by Others - Our Bid is For Landscape Repairs ONLY; - Bathroom / Porta John to Be Supplied by Others; - Lane Closures to Be Supplied by Others - Approximately (5) Days of Lane Closure Will be Required For Our Work; - It Appears That The Existing Irrigation is From the Homeowner's House - Do We Have Permission to Extend and Add On To It? - Warranty of Trees, Plants and Hydroseed is EXCLUDED Because We Have No Control Over the Irrigation.  ***Add \$560.00 To Proposal Price if This is An MRRRA Project.***	

EXCLUDED: Sales Tax; Retaining Walls; Hardscape; Dust Control; Import of Fill Dirt; Export of Jobsite Spoils (rock, concrete, etc.); Rip Rap or River Rock; Saw Cuts or Patch Backs; Hard Dig Conditions; Single Port Emitters; Water Meter; Repair, Replacement, Transplant, Salvage or Maintenance of Existing Landscape or Irrigation: One-year Prices good for 30 days. HAPPY TRAILS!!!	<b>Subtotal</b>	\$18,375.00
	<b>Sales Tax (8.1%)</b>	\$0.00
	<b>Total</b>	\$18,375.00

SCHEDULE OF VALUES

PRICING IS FOR NORTH SIDE ONLY

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Tree - 48" Box	6	Ea.	\$ 2,700.00	\$ 16,200.00
2	Shrub - 5 Gallon	10	Ea.	\$ 50.00	\$ 500.00
3	Irrigation Repairs	1	L.S.	\$ 4,850.00	\$ 4,850.00
4	Mobilization / General Conditions	1	L.S.	\$ 2,000.00	\$ 2,000.00
				<b>TOTAL:</b>	<b>\$ 23,550.00</b>

**\*Plant unit prices are an average for that size material and are for comparative purposes only. Individual plant pricing will vary.**

**\*\* Price excludes: Warranty, Maintenance, Grade Work, Traffic Control, DG/RIP Rap, Removal/Haul off of exist'g material.**

Working Days to Complete:

ELS Construction, Inc.

**ATTACHMENT 2  
TO  
JOB ORDER NO. 1  
PLANS AND SPECIFICATIONS**

See the following pages

**ATTACHMENT 3  
TO  
JOB ORDER NO. 1**

**PAYMENT AND PERFORMANCE BONDS**

See the following pages.