



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA08-053**

**1. Agenda Item Number:**  
**39**  
**2. Council Meeting Date:**  
September 20, 2007

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** August 31, 2007

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Transportation

**5. SUBJECT:** Award a Construction Manager at Risk contract to Pulice Construction Incorporated for improvements to Queen Creek Road from Price Road to McQueen Road, Project No. ST0623-401, in an amount not to exceed \$24,840,504.55.

**6. RECOMMENDATION:** Staff recommends that Council award a Construction Manager at Risk contract to Pulice Construction Incorporated for improvements to Queen Creek Road from Price Road to McQueen Road, Project No. ST0623-401, in an amount not to exceed \$24,840,504.55.

**BACKGROUND/DISCUSSION:** The agreement awards construction services for the Queen Creek Road project which includes the installation of a 24" reclaimed water transmission main within the road and median areas of Queen Creek Road from McQueen Road to the Ocotillo Water Reclamation Facility, and widening Queen Creek Road from McQueen Road to Arizona Avenue to six lanes, including dual left turn lanes, dedicated right turn lanes, and bike lanes. A fifth and sixth lane will be added within the existing median with minimal impact to the existing sidewalks/curbing from Arizona Ave to Price Road. Improvements will adhere to the City's standard arterial street detail and include: raised medians, curb and gutter, sidewalk, traffic signals, streetlights, water, sanitary sewer mains, Union Pacific Railroad construction coordination and utility relocation. The existing median landscaping will be replaced and upgraded. Construction is expected to begin in October 2007 and will be completed in approximately 15 months.

As part of the contract, the City is allowing the contractor to close Queen Creek Road between Arizona Avenue and McQueen Road, which is currently undeveloped, for 7½ months starting in January 2008. The closure will allow the contractor to work more efficiently providing not only a cost savings of about \$800,000, but will also reduce the overall length of the construction from 19 months down to 15 months. The road closure will require that the entrance to the solid waste drop-off facility on Queen Creek Road be closed during this period, and vehicles detoured to the McQueen Road entrance for the 7½-month period. Prior to the road closure staff will mail and hand out information flyers, advertise the change in the newspapers, and set-up variable message boards to notify the public.

The construction of Queen Creek Road from McQueen Road to Arizona Avenue is part of an intergovernmental agreement (IGA) with Maricopa County originally approved by Council in September of 2000 and amended in July of 2007 to design and construct the improvements. The County will fund 40% of the road construction cost for this one-mile segment.

**8. EVALUATION:** The City's selection process was developed in accordance with state law for Construction Manager at Risk services. Staff solicited and received statements of qualifications from nine (9) interested contractors on February 13, 2007. The selection committee consisted of:

Kurt Krause, Project Manager  
Sam Hanna, Senior Transportation Engineer  
Bob Fortier, Construction Project Manager  
Bill Fay, Public Works Engineer  
Carl McFarland, Registered Contractor/Resident  
Joel Watson, Observer

The three contractors short-listed were Achen-Gardner, Pulice Construction Incorporated, and Haydon Building Corp. Pulice Construction Incorporated was determined the best firm based on their qualifications and current workload. The costs proposed for this project were compared to staff estimates and historic construction prices.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$24,840,504.55  
 Savings: \$  
 Long Term Costs: \$23,770/yr – Street and Landscape Operations

**Fund Source:**

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
415.3310.0000.6517.7ST298	Arterial St Impact Fees	Queen Creek (Price to McQueen)	FY06/07	\$ 8,796,834.85
217.3310.0000.6517.7ST298	County Grant	Queen Creek (Price to McQueen)	FY06/07	\$ 1,921,128.70
411.3310.0000.6517.5ST218	GO Bonds-Streets	Street Capacity and Safety	FY04/05	\$ 89,213
411.3310.0000.6517.6ST218	GO Bonds-Streets	Street Capacity and Safety	FY05/06	\$ 210,787
606.3910.0000.6817.8WW192	Reclaimed Water Reserve Fund	Effluent Reuse Transmission Mains	FY07/08	\$ 1,919,700
606.3910.0000.6817.7WW192	Reclaimed Water Reserve Fund	Effluent Reuse Transmission Mains	FY06/07	\$ 4,856,799
606.3910.0000.6817.6WW192	Reclaimed Water Reserve Fund	Effluent Reuse Transmission Mains	FY05/06	\$ 259,057
606.3910.0000.6817.4WW192	Reclaimed Water Reserve Fund	Effluent Reuse Transmission Mains	FY03/04	\$ 35,267
606.3910.0000.6817.8WW189	Reclaimed Water Reserve Fund	Effluent Reuse Storage and Recovery Wells	FY07/08	\$ 338,223
610.3910.0000.6817.7WW189	Effluent Reuse Bond Fund	Effluent Reuse Storage and Recovery Wells	FY06/07	\$ 3,655,958
601.3820.0000.6713.6WA110	Water Bond Fund	System Upgrades During Street Repairs	FY05/06	\$ 1,000,564
605.3820.0000.6718.6WA110	Water Operating Fund	System Upgrades During Street Repairs	FY05/06	\$ 482,532
605.3820.0000.6718.5WA110	Water Operating Fund	System Upgrades During Street Repairs	FY04/05	\$ 57,331
605.3820.0000.6718.4WA110	Water Operating Fund	System Upgrades During Street Repairs	FY03/04	\$ 60,461
611.3910.0000.6817.7WW332	Wastewater Bond Fund	Replacement Sewers	FY06/07	\$ 925,653
615.3910.0000.6817.6WW332	Wastewater Operating Fund	Replacement Sewers	FY05/06	\$ 81,699
615.3910.0000.6817.5WW332	Wastewater Operating Fund	Replacement Sewers	FY04/05	\$ 29,381
615.3910.0000.6817.4WW332	Wastewater Operating Fund	Replacement Sewers	FY03/04	\$ 119,916

**10. PROPOSED MOTION:** Move that Council award a Construction Manager at Risk contract to Pulice Construction Incorporated for improvements to Queen Creek Road from Price Road to McQueen Road, Project No. ST0623-401, in an amount not to exceed \$24,840,504.55, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Location Map, Contract

**APPROVALS**

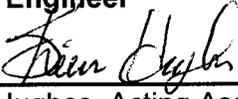
**11. Requesting Department**

  
 Michael Normand, Acting Assistant Public Works Director/ Transportation Operations

**12. Department Head**

  
 Daniel W, Cook, Acting Public Works Director

**13. City Engineer**



Sheina Hughes, Acting Assistant Public Works  
Director/City Engineer

**14. Department Head**



Robert Mulvey, Municipal Utilities Assistant  
Director

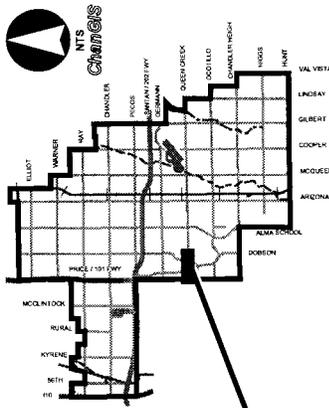
**15. City Manager**



W. Mark Pentz

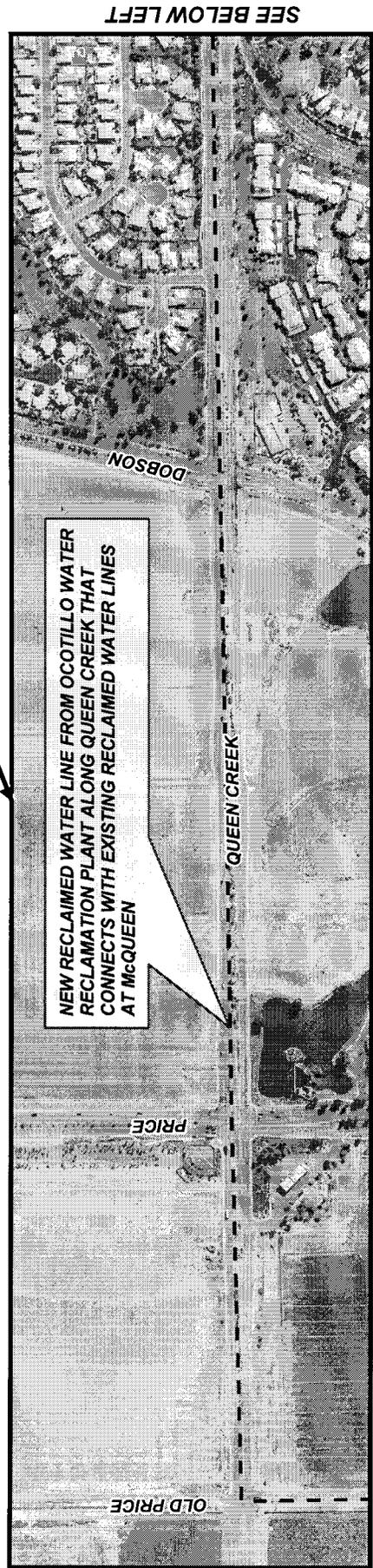


# QUEEN CREEK RD IMPROVEMENTS PRICE RD TO McQUEEN RD PROJECT NO. ST0623-401

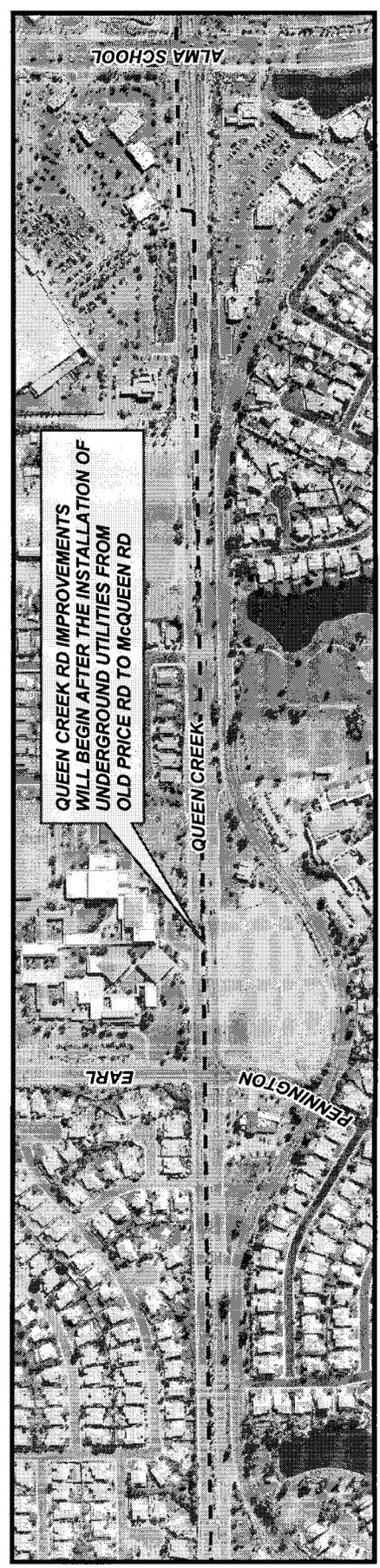


- RELOCATION OF EXISTING UTILITIES
- PROPOSED SANITARY SEWER
- PROPOSED RECLAIMED WATER LINE
- PROPOSED POTABLE WATER LINE
- RAILROADS

MEMO NO. CA08-053



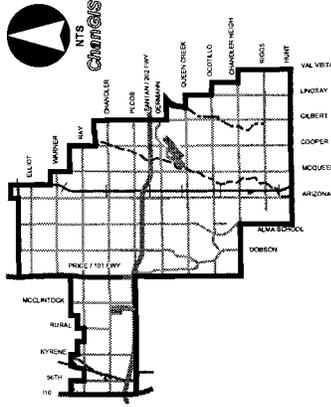
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# QUEEN CREEK RD IMPROVEMENTS PRICE RD TO McQUEEN RD PROJECT NO. ST0623-401

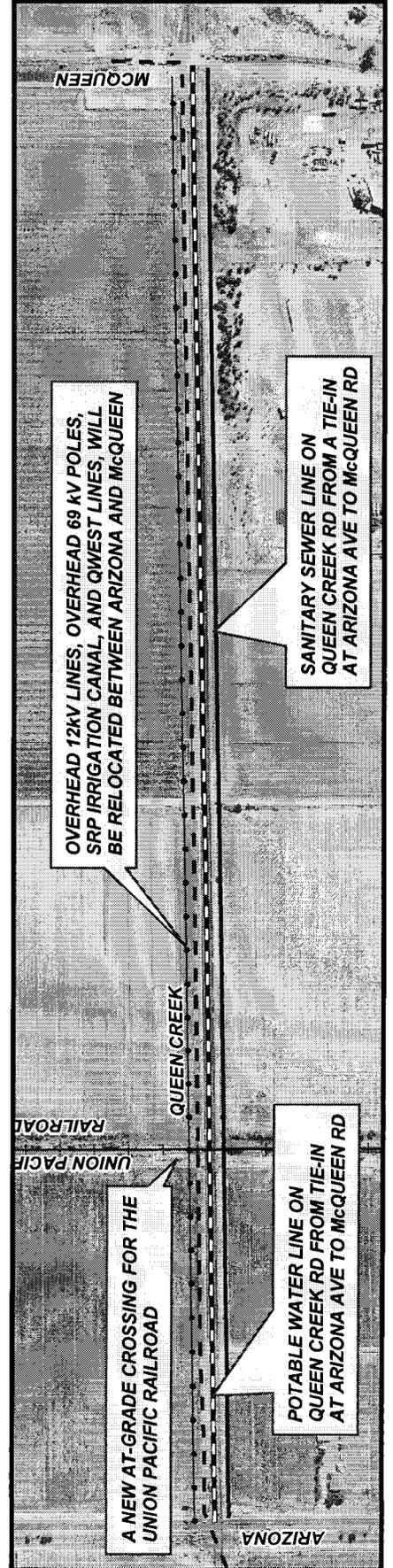


- RELOCATION OF EXISTING UTILITIES
- PROPOSED SANITARY SEWER
- - - PROPOSED RECLAIMED WATER LINE
- +— PROPOSED POTABLE WATER LINE
- +— RAILROADS

MEMO NO. CA08-053



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**CONSTRUCTION MANAGER AT RISK  
CONSTRUCTION CONTRACT**

**PROJECT TITLE: Queen Creek Road from Price Road to McQueen Road**  
**PROJECT NO: ST0623-401**

This CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Chandler, 215 E. Buffalo Street, Chandler, Arizona 85225, (hereinafter referred to as "CITY,") and **Pulice Construction, Inc., an Arizona corporation**, (hereinafter referred to as "CM@RISK.")

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

**1. ARTICLE ONE – CITY’S STANDARD CONSTRUCTION GENERAL CONDITIONS**

The City's General Conditions for Construction Contracts are incorporated herein by reference and the parties agree to be bound by all provisions therein which do not conflict with the terms and conditions of this Agreement. For the purposes of this Agreement, references to CONTRACTOR and to CM@RISK in said General Conditions refer to CM@RISK herein.

**2. ARTICLE TWO – DEFINITIONS**

Words used in this Agreement which are defined in CITY's General Conditions for Construction Contracts shall have the meaning stated therein. CM@RISK is the CONTRACTOR as defined in said General Conditions.

**2.1.** "Construction Allowance Items" means those items included in the GMP as allowances, which items shall be paid based on the actual cost to CM@RISK as described in the City's General Conditions for Construction Projects, Subsection 12.4., provided, however, no overhead or profit shall be included in the item as these are paid separately. The actual amounts paid for Allowance items shall be included in the Contract Price Subtotal by which the percentage for the Contractor's fee for overhead and profit is multiplied.

**2.2.** "Guaranteed Maximum Price" (GMP) means the maximum amount to be paid by the City to CM@RISK for the performance of the Work which shall constitute payment in full for the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished and satisfactory Project as described herein.

**3. ARTICLE THREE – CM@RISK – FIDUCIARY DUTY**

**3.1.** This is a contract for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@RISK has participated in the design process and been an active member of the Project Design Team and is fully aware of any issues and constraints involved in this construction project.

**3.2.** CM@RISK is the CITY's fiduciary responsible for undertaking all necessary action contemplated under the contract documents to construct the Project and ensure timely and quality completion of the project at a cost within the Guaranteed Maximum Price (GMP).

**3.3.** This project is an "open book" project. CITY is entitled to attend any and all meetings, and CITY shall have access to any and all records of CM@RISK or maintained by CM@RISK relating to the Project.

#### 4. ARTICLE FOUR – WORK

4.1. CM@RISK shall perform all work necessary to complete the Project described herein. The Project is known as and is hereinafter referred to as, CITY PROJECT NO. **ST0623-401** and is described as follows: construction of Queen Creek Road from Price Road to McQueen Road described in the Contract Documents and including the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished and satisfactory Project as described herein. Each item shall be completed with all necessary connections, testing, painting and related work accomplished to provide for the satisfactory use and/or operation of the item.

4.2. CM@RISK shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

#### 5. ARTICLE FIVE – CITY'S REPRESENTATIVE

5.1. CITY has appointed a CITY'S REPRESENTATIVE (sometimes referred to as CITY REP and sometimes known as the Owner's Representative or Construction Manager) to manage this Project and to represent the CITY on the Project site. The CITY REP will assume all duties and responsibilities and will have all rights and authority assigned to the CITY REP in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. Any references in the Contract Documents, or other pertinent documents, to the Engineer or Project Engineer shall mean the CITY REP.

5.2. The CITY'S Representative is Ray Buglion

#### 6. ARTICLE SIX - CONTRACT TIME

6.1. Completion time. The Work shall be substantially complete within **Four Hundred Thirty Five (435)** days after the date when the Contract Times commence to run as provided in the Contract Documents, and all Work shall be finally completed and ready for final payment in accordance with the Contract Documents within **Four Hundred Sixty Five (465)** days after the date when the Contract Times commences to run.

6.2. CPM Schedule. CM@RISK shall submit to CITY, on or before the effective date of the Construction Contract, a Construction Progress Schedule in Critical Path Method (CPM) format indicating the times for starting and completing the various stages of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted as often as necessary to accurately reflect plans for completion of the work, but no less frequently than required in the Contract Documents.

6.3. Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Final Completion and readiness for final payment as stated in the Contract Documents, are of the essence of the Contract.

6.4. No Waiver. Failure of CITY to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CM@RISK'S duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

**6.5. Specific Waiver.** CITY'S agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CM@RISK to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling CITY to all the remedies set forth herein or provided by law.

**6.6. Material Breach.** Failure of CM@RISK to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Agreement entitling CITY to terminate the Agreement unless CM@RISK applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.

**6.7. Written Extensions.** Failure of CITY to insist upon the performance of any covenant or condition within the time periods specified herein, or CITY's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of CM@RISK's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition. Failure of CM@RISK to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Agreement entitling CITY to all the remedies set forth herein or provided by law.

## **7. ARTICLE SEVEN - LIQUIDATED AND SPECIAL DAMAGES**

### **7.1. Liquidated Damages:**

**7.1.1.** It is hereby agreed that the amounts per day set forth herein in paragraphs 7.1.2. are reasonable estimates of such damages, that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by CITY, and CM@RISK agrees to pay such liquidated damages as herein provided.

**7.1.2.** CITY and CM@RISK recognize that time is of the essence of this Contract and that CITY will suffer financial loss, in addition to and apart from the costs described in Paragraph 7.2, if the Work and/or portions of the Work are not performed and completed within the times specified in Article Six, plus any extensions thereof allowed in accordance with the Contract Documents. CITY and CM@RISK also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by CITY if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CM@RISK agree that as liquidated damages for delay (but not as a penalty) CM@RISK shall pay CITY **Seventeen Hundred Eighty** dollars and no cents (**\$1780**) for each calendar day that expires after the time specified in Article Six for substantial completion, until the Work is substantially complete. After Substantial Completion, if CM@RISK shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CM@RISK shall pay CITY **Eight Hundred Ninety** dollars and no cents (**\$890**) for each day that expires after the time specified in Article Six for final completion and readiness for final payment.

**7.2. Special Damages:** In addition to the amounts provided for liquidated damages, CM@RISK shall pay CITY the actual costs reasonably incurred by CITY for the CITY REP, the Project Designer and for engineering and inspection forces employed on the Work for each day that expires after the time specified in Article Six for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is One Hundred Forty Eight (**\$148**) per hour. The rate for work by the Project Designer for this Contract is One Hundred Ninety (**\$190**) per

hour. The rate for work by the CITY REP is One Hundred Ninety (\$190) per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours.

7.3. CITY may withhold and deduct from any payment due to CM@RISK the amount of liquidated damages, special damages, and other costs, such as CM@RISK'S failed testing costs or damages to other CITY property, from any moneys due CM@RISK under the Contract.

## 8. ARTICLE EIGHT - CONTRACT PRICE

8.1. Guaranteed Maximum Price. The Guaranteed Maximum Price (GMP) is the total amount payable by the City to Contractor for the complete construction of the Project. CM@RISK represents, warrants and guarantees to CITY that the total maximum cost to be paid by CITY for CM@RISK's complete performance of this Contract, including, without limitation, Final Completion of all Work, all services of CM@RISK under this Contract, and all fees, compensation and reimbursements to CM@RISK, shall not exceed the total amount of **Twenty Four Million Eight Hundred Forty Thousand Five Hundred Four dollars Fifty Five cents dollars (\$24,840,504.55)** ("Guaranteed Maximum Price"). Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the CM@RISK without reimbursement by CITY.

8.2. Guaranteed Maximum Price Components. The Guaranteed Maximum Price is comprised of the maximum amount payable by CITY for:

8.2.1. The Cost of the Work for full and complete performance of the Work to complete the Project as described herein. The items to be included in Cost of Work are those listed in Section 12.4 of the City's General Conditions for Construction Projects, except that no overhead and profit shall be included in the cost of work and shall be subtracted out of items listed in 12.4 A 5) c and the items listed in 12.4.A 5) d and h are not included in the cost of the work. The Cost of the Work will be referred to as the Work Item Direct Costs. No additional payments will be made for any work included in and/or necessary for completion of the Project unless specifically noted and excluded from the GMP in the assumptions and clarifications of the GMP. Progress payments will be made based on the schedule of values, however, City reserves the right to audit the books of CM@RISK, at any time, to determine actual costs and to modify the schedule of values to better reflect actual costs of the work.

8.2.2. A fee to CM@RISK for Overhead and Profit which has been estimated for inclusion in the GMP to be the amount of Two Million Three Hundred Sixty Three Eight Hundred Thirty dollars Twenty One cents (\$2,363,830.21) ("CM@RISK's Fee"). This fee shall be determined by multiplying the agreed upon percentages listed in the GMP by the Work Item Direct Costs less the amounts listed for Contractor's General Conditions. This CM@RISK's Fee shall be the CM@RISK's sole and exclusive compensation for all costs not included in Subsections 8.2.1 or 8.2.3 herein and for those costs and expenses listed in Subsection 12.4 B and 12.5 of the City's General Conditions for Construction Projects, and is inclusive of all overhead and profit arising out of or relating to the CM@RISK's Work.

8.2.3. Reimbursement to CM@RISK by CITY for the cost of insurance, bonds and taxes actually incurred by CM@RISK for this Project.

8.2.4. The Guaranteed Maximum Price is further broken down into line items and categories on Exhibit A attached hereto.

**8.3. Quantities.** The quantities set forth in the GMP are used only for the purpose of substantiating and demonstrating the basis for the GMP submitted by CM@RISK and are not a part of this Contract nor any guarantee by CITY. CM@RISK shall install and perform such quantities as necessary to complete the Project in accordance with the Project description and the Contractor agrees to perform all of the Work for costs plus fees and reimbursements described herein, not to exceed the Guaranteed Maximum Price, regardless of whether or not the items or units are decreased or increased.

**8.4. Cost Overruns.** CM@RISK shall be solely liable and responsible for and shall pay any and all costs, fees and other expenditures in excess of the Guaranteed Maximum Price for and/or relating to the Work, without entitlement to reimbursement from CITY. CM@RISK is not entitled to any fee, payment, compensation or reimbursement under this Agreement or relating to the Work or Project other than as expressly provided in this Article 8.

**8.5. Inferable Work (intent of the Project).** CM@RISK agrees that the scope of the Guaranteed Maximum Price includes Work not expressly indicated on the Contract Documents, but which is reasonably inferable from the Project description and/or Contract Documents, or consistent therewith, and such Work shall be performed by CM@RISK without any increase in the Guaranteed Maximum Price.

**8.6. Allowances.** The GMP includes some work items with the cost listed as an allowance. Allowances are to be used specifically for the areas of work defined in the Contract Documents; provided however,

**8.6.1.** If the designated work is completed for less than the allowance, the surplus will revert to the project construction contingency.

**8.6.2.** If the designated work requires more than the allowance, the additional funds will be allocated by the CITY with assistance from CM@RISK within the GMP by transferring excess from other allowance items, value engineering or using less expensive means, methods or components or as a last resort reducing the scope of the Project.

**8.6.3.** A running balance sheet will be kept concerning the various allowances so that monies can be floated among the allowances to maintain the integrity of the overall GMP. Thus, savings in one area of work will be available to offset overruns in another area of work specifically associated with these allowances.

**8.7. Construction Contingency.** This GMP includes a dollar amount listed as a Construction Contingency which shall be readily available for increased costs for subcontractors, material and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of CITY, to reimburse CM@RISK for unexpected costs due to (a) scope gaps between trade subcontractors; (b) contract default by trade subcontractors; (c) unforeseen field conditions but only as defined in Subsection 4.3 of the City's General Conditions for Construction Projects; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere and (g) implementation of any Recovery Plan. Cost for which CM@RISK desires to be paid from the Construction Contingency shall be documented by CM@RISK on a time and materials basis and are subject to verification by the CITY. If agreed to by CITY, a "Use of Contingency" form shall be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency shall belong to the CITY and shall reduce the GMP.

**8.8. Owner's Contingency.** This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the CITY (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. CITY shall provide CM@RISK with a Work Change Directive authorizing CM@RISK to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs shall be in amount mutually agreed upon by CM@RISK and CITY or shall be documented by CM@RISK on a time and materials basis and are subject to verification by the CITY. Any amount not used in the Owner's Contingency shall belong to the CITY and shall reduce the GMP.

**8.9. Reduction of the Work.** If CITY elects to have a party other than CM@RISK, or one of CM@RISK's Subcontractors, perform the Work related to an Allowance Item or other portion of the Work, or otherwise eliminates or reduces the scope of an Allowance Item or other portion of the Work, the Guaranteed Maximum Price shall be reduced by the Allowance Amount for any such Allowance Item or the budgeted amount in the Guaranteed Maximum Price for such item, and such amount shall be excluded from the Work Item Direct Costs upon which the CM@RISK's Fee is calculated.

**8.10. Taxes.** CM@RISK shall pay all existing and future applicable Federal, State and local sales, consumer, use and similar taxes, whether direct or indirect, relating to, or incurred in connection with the performance of the Work. In the event CM@RISK is obligated to pay any new or increased taxes or duties arising after the date hereof, the amount of such new or increased taxes shall increase the Guaranteed Maximum Price pursuant to the Change Order provisions of this Agreement as set forth in the General Conditions. In the event CM@RISK receives the benefit of a tax exemption or tax reduction taking effect after the date hereof, the amount of such exemption or reduction shall decrease the Guaranteed Maximum Price pursuant to the Change Order provisions of this Agreement.

## **9. ARTICLE NINE - PAYMENT PROCEDURES**

**9.1. Schedule of Values.** Before the first application for Payment, CM@RISK shall submit to CITY, and the parties shall agree upon, a Schedule of Values, setting forth the various portions of the Work, and the costs listed in the Guaranteed Maximum Price allocated to each such portion of the Work. The Schedule shall be used as a basis for reviewing the contractor's applications for payment and as a basis for progress payments. The Schedule of values shall be updated as actual costs become known to accurately reflect the cost of the work. City reserves the right to audit the books of CM@RISK, at any time, to determine actual costs and to modify the schedule of values to better reflect actual costs of the work. At Project completion and prior to final payment the parties will reconcile the schedule of values with the actual costs in accordance with provisions in Article Eight herein to determine the final payment.

**9.2. Applications for Payment.** CM@RISK shall submit completed Applications for Payment in accordance with the Contract Documents. No payment application will be considered complete unless it is accompanied by an updated Construction Progress Schedule and a certification that the on-site, red lined, as-built drawings are up to date. Completed Applications for Payment will be processed by CITY REP as provided in the Contract Documents.

**9.3. Waiver of Claims at Final Payment.** Acceptance of Final Payment by CM@RISK shall constitute a waiver of affirmative claims by CM@RISK except those previously made in writing and identified as unsettled at the time of Final Payment.

**9.4. Retention.** Prior to Substantial Completion, progress payments will be made in the amount equal to the percentages indicated below, but in each case less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE may

determine, in accordance with the General Conditions or other provisions of the Contract Documents.

9.4.1. To insure the proper performance of the contract CITY shall retain ten per cent (10%) of the amount of each approved progress payment until the Work is fifty percent (50%) complete.

9.4.2. When the Work is fifty percent (50%) complete as measured by the schedule of values and approved by CITY REP, one-half of the amount retained under the ten percent (10%) retention provision, shall be paid to CM@RISK, provided CM@RISK is on schedule for project completion and is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After fifty percent (50%) completion, CITY shall retain five percent (5%) of each approved progress payment providing CM@RISK is on schedule for project completion, is making satisfactory progress on the Work, except that if at any time CITY determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the contract subsequent to such determination

9.4.3. In lieu of retention, CITY will, at the option of CM@RISK, accept security as provided in ARS § 34-221.

9.5. CITY may withhold and deduct from each progress payment and final payment an amount equal to CITY'S estimate of the liquidated damages then due, or that would become due based on CITY'S estimate of late completion of the Work, provided CM@RISK fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule slippage.

9.6. Final Payment: Upon final completion and acceptance of the Work and upon compliance with all other terms and conditions of the Contract Documents, CITY shall pay the remainder of the Contract Price, including retainage withheld, less such deductions as may be withheld to cover claims in accordance with state law and the Contract Documents, and to cover liquidated and special damages and other charges owing to CITY.

## 10. ARTICLE TEN – CHANGES TO CONTRACT GMP

10.1. Changes to Scope. CITY reserves the right to change the scope of the Project by adding or deducting work to be performed by CM@RISK under this Contract. Increases to the scope of work to be paid for out of the Owner's Contingency shall be documented by a Work Change Directive. If deductions from the work and additions after the Owner's Contingency has been exhausted shall be documented by a Change Order executed by both parties.

## 11. ARTICLE ELEVEN - CM@RISK'S REPRESENTATIONS

As part of the inducement for CITY to enter into this Contract, CM@RISK makes the following representations:

11.1. CM@RISK was a member of the Design Team for this Project and participated in and provided recommendations concerning the Contract Documents and Project Design.

11.2. CM@RISK has examined and carefully studied the Contract Documents (including any Addenda) and other related data identified in the Bidding Documents, including "technical data" and all federal, state and local laws, ordinances, standards, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

**11.3.** CM@RISK has obtained and carefully studied (or assumes responsibility for having done so) the reports of investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) and the drawings of physical conditions in or relating to existing surface or subsurface structures, at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing all the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CM@RISK and safety precautions and programs incident thereto. The reports and drawings available to CITY are listed in the Supplementary Conditions. CM@RISK acknowledges that such reports and drawings are not Contract Documents and may not be complete for CM@RISK's purposes. CM@RISK acknowledges that CITY and CITY'S REP do not assume responsibility for the accuracy or completeness of information and data shown or indicated therein with respect to Underground Facilities at or contiguous to the site. CM@RISK acknowledges full responsibility for locating and resolving any conflicts with any Underground Facilities.

**11.4.** CM@RISK has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

**11.5.** CM@RISK has made or caused to be made examinations, investigations, tests, studies and related data as he deems necessary, and CM@RISK does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

**11.6.** CM@RISK has correlated the information known to CM@RISK, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, reports, and data, with the terms and conditions of the Contract Documents.

**11.7.** CM@RISK has given CITY REP written notice of all conflicts, errors, or discrepancies that CM@RISK has discovered in the Contract Documents, and the written resolution thereof by CITY is acceptable to CM@RISK, and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. CM@RISK assumes full responsibility and liability for any conflicts, errors or discrepancies in the Contract Documents, including, but not limited to, the specifications, design and engineering for the project, for which written notice has not been provided and which a reasonable Contractor, participating in the Design Process as the Construction Manager at Risk would have discovered.

## **12. ARTICLE TWELVE – CONTRACT DOCUMENTS, DRAWINGS AND ADDENDA**

The Contract Documents which comprise the entire agreement between CITY and CM@RISK concerning the Work consist of those listed below. There are no Contract Documents other than the following:

**12.1.** This Contract

**12.2.** The project Design, Engineering and Specifications entitled: Queen Creek Road from Price Road to McQueen Road Project No. ST0623-401

**12.3.** The Drawings, comprised of a set entitled: Queen Creek Road from Price Road to McQueen Road Project No. ST0623-401

**12.4.** Performance Bond and Payment Bond.

- 12.5. The approved Construction Schedule (CPM).
- 12.6. General Conditions (pages 1 to 55, inclusive).
- 12.7. Notice to Proceed.
- 12.8. Approved Construction GMP and attached Assumptions
- 12.9. CM@RISK'S Schedule of Manufacturers and Suppliers of Major Equipment and Material Items.
- 12.10. The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:
  - A. Written Amendments;
  - B. Work Change Directives;
  - C. Change Order(s).

### 13. ARTICLE THIRTEEN – INSURANCE

#### 13.1. General Requirements:

- A. CM@RISK, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CM@RISK may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CM@RISK.
- E. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CM@RISK's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CM@RISK's acts, errors, mistakes, omissions, work or service.

- H. The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CM@RISK. CM@RISK shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CM@RISK to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will not be accepted except with permission of the Management Services Director/designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CM@RISK with reasonable promptness in accordance with the CM@RISK's information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CM@RISK until such time as the CM@RISK shall furnish such additional security covering such claims as may be determined by the CITY.

### **13.2. Proof of Insurance - Certificates of Insurance**

- A. Prior to commencing work or services under this Agreement, CM@RISK shall furnish to CITY Certificates of Insurance, issued by CM@RISK's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CM@RISK, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CM@RISK of any deficiencies in such policies and endorsements, and such receipt shall not relieve CM@RISK from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CM@RISK's obligations under this Agreement.

### **13.3. Required Coverage**

Such insurance shall protect CM@RISK from claims set forth below which may arise out of or result from the operations of CM@RISK under this Contract and for which CM@RISK may be legally liable, whether such operations be by the CM@RISK or by a Sub-consultant or

subCM@RISK or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- A. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CM@RISK's employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CM@RISK's employees;
- D. Claims for damages insured by usual personal injury liability coverage;
- E. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- G. Claims for bodily injury or property damage arising out of completed operations;
- H. Claims involving contractual liability insurance applicable to the CM@RISK's obligations under the Indemnification Agreement;
- I. Claims for injury or damages in connection with one's professional services;
- J. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included;

### **13.3.1. Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CM@RISK's operations and products, and completed operations.

### **13.3.2. General Liability - Minimum Coverage Limits**

- A. The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CM@RISKS, and Personal Injury shall be written for Bodily Injury and Property Damage

Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

- B. Automobile Liability: CM@RISK shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CM@RISK's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

**13.3.3. Worker's Compensation and Employer's Liability:**

CM@RISK shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CM@RISK's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, CM@RISK will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CM@RISK.

**13.3.4. Builders' Risk (Property) Insurance:**

CM@RISK shall purchase and maintain in force on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City of Chandler has an insurable interest in the property required to be covered, whichever is earlier. The insurance shall, at a minimum, cover the perils insured under the Insurance Services Office, Inc. (ISO) special causes of loss form CP1030, and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including collapse resulting from design error. CM@RISK shall provide and maintain Builder's Risk insurance covering construction activities including but not limited to fire, extended coverage, vandalism and malicious mischief, theft, collapse, flood, with the coverage limit of not less than the contract value, less site preparation.

**13.3.5. Construction Insurance:**

CM@RISK shall provide and maintain construction insurance coverage listed below until the project is accepted by the City of Chandler which shall be written for 100% of the completed value covering the City of Chandler as the insured.

- A. For construction of new buildings: "Builders Risk Form" - all risk forms with an extension of buildings coverage to include personal property of others in the care, custody and control of the insured.
- B. For additions or repairs of existing buildings or structures: "Builders Risk Completed Value Form", covering CM@RISKs' interest in improvements, repairs, additions, alteration to completed buildings, and subject the coverages described in item A above.
- C. For construction of bridges, viaducts or similar structures: "Bridge Builders Risk Form", All Risk Contract.

**14. ARTICLE FOURTEEN - INDEMNIFICATION**

To the fullest extent permitted by law, CM@RISK shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and

employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including, but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, work or services of CM@RISK, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other person for whose acts, errors, mistakes or omissions CM@RISK may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of CM@RISK, its agents, employees or representatives to fulfill CM@RISK'S obligations under this Contract. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC, (other than CM@RISK, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

## **15. ARTICLE FIFTEEN - MISCELLANEOUS**

**15.1.** Terms used in this Contract which are defined in the General Conditions, shall have the meanings indicated in the General Conditions.

**15.2.** The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

**15.3.** CITY and CM@RISK each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in these Contract Documents.

## **16. ARTICLE SIXTEEN – CONFLICT OF INTEREST**

CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

**17. ARTICLE SEVENTEEN - TERMINATION WITHOUT CAUSE**

CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to CONTRACTOR specifying the termination date. Immediately after receiving such notice, CONTRACTOR shall discontinue advancing the work under this Agreement and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

This Contract will be effective on \_\_\_\_\_ of \_\_\_\_\_, 2007.

CITY OF CHANDLER

CONSTRUCTION MANAGER AT RISK

\_\_\_\_\_  
MAYOR Date

By: \_\_\_\_\_  
Signature  
Stephen A. Basila  
\_\_\_\_\_  
Printed or Typed

ADDRESS FOR NOTICE

City of Chandler  
P.O. Box 4008, Mail Stop 407  
Chandler, AZ 85244-4008  
480-782-3307

ADDRESS FOR NOTICE  
Pulice Construction, Inc.  
\_\_\_\_\_  
2033 W. Mountain View Rd.  
\_\_\_\_\_  
Phoenix, AZ 85021  
\_\_\_\_\_  
Phone: 602.944.2241

ATTEST:

ATTEST: If Corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Tam Jankovics  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney by: *[Signature]*

SEAL

**EXHIBIT A  
GMP ASSUMPTIONS AND CLARIFICATIONS**

Item No.	Description	Unit	Qty	Unit price	Total Price	PUBLIC WORKS (PW)	MUNICIPAL UTILITIES (MUD)
<b>GENERAL ITEMS PUBLIC WORKS</b>							
1	MOBILIZATION (PW)	LS	1	\$39,235.00	\$39,235.00	\$39,235.00	
2	FURNISH WATER SUPPLY (PW)	LS	1	\$56,804.00	\$56,804.00	\$56,804.00	
3	TRAFFIC CONTROL (PW)	LS	1	\$101,000.00	\$101,000.00	\$101,000.00	
4	UNIFORMED OFFICERS (ALLOWANCE)	HR	600	\$39.00	\$23,400.00	\$23,400.00	
5	CONSTRUCTION SURVEY & LAYOUT (PW)	LS	1	\$92,922.00	\$92,922.00	\$92,922.00	
6	SWPPP (PW)	LS	1	\$19,590.00	\$19,590.00	\$19,590.00	
<b>SUBTOTAL GENERAL ITEMS PUBLIC WORKS</b>					<b>\$332,951.00</b>	<b>\$332,951.00</b>	
<b>GENERAL ITEMS MUNICIPAL UTILITIES</b>							
7	MOBILIZATION (MUD)	LS	1	\$63,587.00	\$63,587.00		\$63,587.00
8	GEOTECHNICAL SERVICES	LS	1	\$10,700.00	\$10,700.00		\$10,700.00
9	FURNISH WATER SUPPLY (MUD)	LS	1	\$56,804.00	\$56,804.00		\$56,804.00
10	UNIFORMED OFFICERS (ALLOWANCE)	HR	600	\$39.00	\$23,400.00		\$23,400.00
11	TRAFFIC CONTROL (MUD)	LS	1	\$101,000.00	\$101,000.00		\$101,000.00
12	CONSTRUCTION SURVEY & LAYOUT (MUD)	LS	1	\$92,922.00	\$92,922.00		\$92,922.00
13	SWPPP (MUD)	LS	1	\$26,200.00	\$26,200.00		\$26,200.00
<b>SUBTOTAL GENERAL ITEMS MUNICIPAL UTILITIES</b>					<b>\$374,613.00</b>		<b>\$374,613.00</b>
<b>GENERAL ITEMS MCDOT</b>							
14	MOBILIZATION (MC)	LS	1	\$36,243.00	\$36,243.00	\$36,243.00	
15	FURNISH WATER SUPPLY (MC)	LS	1	\$56,804.00	\$56,804.00	\$56,804.00	
16	TRAFFIC CONTROL (MC)	LS	1	\$85,456.00	\$85,456.00	\$85,456.00	
17	CONSTRUCTION SURVEY & LAYOUT	LS	1	\$92,922.00	\$92,922.00	\$92,922.00	
18	SWPPP	LS	1	\$37,900.00	\$37,900.00	\$37,900.00	
<b>SUBTOTAL GENERAL ITEMS MCDOT</b>					<b>\$309,325.00</b>	<b>\$309,325.00</b>	
<b>REMOVAL ITEMS PUBLIC WORKS</b>							
19	SAWCUT ASPHALT (PW)	LF	25,632	\$0.45	\$11,534.40	\$11,534.40	
20	REMOVE ASPHALT (PW)	SY	7,861	\$4.25	\$33,409.25	\$33,409.25	
21	REMOVE CURB (PW)	LF	23,121	\$3.15	\$72,831.15	\$72,831.15	
22	REMOVE VALLEY GUTTER (PW)	SF	1,733	\$3.41	\$5,909.53	\$5,909.53	
23	REMOVE SIDEWALK (PW)	SF	3,710	\$1.08	\$4,006.80	\$4,006.80	
24	REMOVE CONCRETE PAVERS (PW)	SF	430	\$0.84	\$361.20	\$361.20	
25	REMOVE WATER METERS (PW)	EA	4	\$653.00	\$2,612.00	\$2,612.00	
26	REMOVE BACKFLOW PREVENTORS (PW)	EA	3	\$176.00	\$528.00	\$528.00	
27	REMOVE SCUPPER (PW)	EA	1	\$698.00	\$698.00	\$698.00	
<b>SUBTOTAL REMOVAL ITEMS PUBLIC WORKS</b>					<b>\$131,890.33</b>	<b>\$131,890.33</b>	

Queen Creek Road from Price Road to McQueen Road

<b>REMOVAL ITEMS MUNICIPAL UTILITIES</b>						
28	SAWCUT ASPHALT (MUD)	LF	21,609	\$0.45	\$9,724.05	\$9,724.05
29	REMOVE ASPHALT (MUD)	SY	29,030	\$5.74	\$166,632.20	\$166,632.20
30	REMOVE CURB (MUD)	LF	2,670	\$3.15	\$8,410.50	\$8,410.50
31	REMOVE VALLEY GUTTER (MUD)	SF	1,360	\$3.41	\$4,637.60	\$4,637.60
32	REMOVE SIDEWALK (MUD)	SF	2,520	\$1.08	\$2,721.60	\$2,721.60
33	REMOVE PED RAMPS (MUD)	EA	2	\$242.00	\$484.00	\$484.00
34	REMOVE CONCRETE PAVERS (MUD)	SF	2,550	\$0.84	\$2,142.00	\$2,142.00
<b>SUBTOTAL REMOVAL ITEMS MUNICIPAL UTILITIES</b>					<b>\$194,751.95</b>	<b>\$194,751.95</b>
<b>REMOVAL ITEMS MCDOT</b>						
35	REMOVE TREES LARGER THAN 12-INCH (MC)	EA	2	\$481.00	\$962.00	\$962.00
36	SAWCUT ASPHALT (MC)	LF	1,340	\$0.45	\$603.00	\$603.00
37	REMOVE ASPHALT (MC)	SY	20,598	\$3.34	\$68,797.32	\$68,797.32
38	REMOVE CURB & GUTTER (MC)	LF	146	\$3.15	\$459.90	\$459.90
39	REMOVE SINGLE CURB (MC)	LF	926	\$3.15	\$2,916.90	\$2,916.90
40	REMOVE IRRIGATION DITCH, BACKFILL & COMPACT (MC)	LF	4,522	\$3.26	\$14,741.72	\$14,741.72
41	REMOVE IRRIGATION PIPE, BACKFILL & COMPACT (MC)	LF	888	\$25.00	\$22,200.00	\$22,200.00
42	REMOVE HEADWALLS (MC)	EA	4	\$1,566.00	\$6,264.00	\$6,264.00
43	REMOVE IRRIGATION STRUCTURES (MC)	EA	2	\$1,566.00	\$3,132.00	\$3,132.00
44	REMOVE BLOCK WALL, BACKFILL & COMPACT (MC)	LF	16	\$43.00	\$688.00	\$688.00
45	PLUG, BACKFILL & COMPACT IRRIGATION STRUCTURE (MC)	LS	1	\$4,485.00	\$4,485.00	\$4,485.00
46	RELOCATE CHAIN LINK FENCE (MC)	LF	46	\$15.00	\$690.00	\$690.00
<b>SUBTOTAL REMOVAL ITEMS MCDOT</b>					<b>\$125,939.84</b>	<b>\$125,939.84</b>
<b>GRADING &amp; PAVING PUBLIC WORKS</b>						
47	SUBGRADE PREPARATION	SY	29,358	\$3.36	\$98,642.88	\$98,642.88
48	ROADWAY EXCAVATION	CY	22,576	\$4.35	\$98,205.60	\$98,205.60
49	LOAD & HAUL OFF EXCESS EXCAVATION	CY	22,576	\$5.87	\$132,521.12	\$132,521.12
50	15-INCH AGGREGATE BASE COURSE	TONS	22,630	\$14.38	\$325,419.40	\$325,419.40
51	2-5-INCH A-19 MM BASE COURSE	TONS	4,211	\$69.00	\$290,559.00	\$290,559.00
52	1-5-INCH A-12.5 MM SURFACE COURSE	TONS	2,527	\$72.00	\$181,944.00	\$181,944.00
53	TACK COAT SS-1H DILUTE	TONS	22.0	\$495.00	\$10,890.00	\$10,890.00
54	RELOCATE FIRE HYDRANT	EA	1	\$4,189.00	\$4,189.00	\$4,189.00
55	INSTALL 2" SLEEVES	LF	1,003	\$14.00	\$14,042.00	\$14,042.00
56	INSTALL 3" SLEEVES	LF	1,063	\$15.00	\$15,945.00	\$15,945.00
57	INSTALL 4" SLEEVES	LF	670	\$33.00	\$22,110.00	\$22,110.00
58	ADJUST WATER VALVES	EA	26	\$425.00	\$11,050.00	\$11,050.00
59	ADJUST MANHOLES	EA	12	\$450.00	\$5,400.00	\$5,400.00
60	ADJUST GAS VALVES	EA	5	\$425.00	\$2,125.00	\$2,125.00
61	ADJUST SRP MANHOLE	EA	1	\$450.00	\$450.00	\$450.00
62	ASPHALT DRIVEWAYS 3" AC 12.5 MM ON 6" ABC	SY	82	\$45.00	\$3,690.00	\$3,690.00
63	TRENCH PATCH 4"	SY	319	\$41.67	\$13,292.73	\$13,292.73
<b>SUBTOTAL GRADING &amp; PAVING PUBLIC WORKS</b>					<b>\$1,230,475.73</b>	<b>\$1,230,475.73</b>

Queen Creek Road from Price Road to McQueen Road

<b>GRADING &amp; PAVING MUNICIPAL UTILITIES</b>						
64	TRENCH PATCH 2" AC	SY	3,333	\$28.00	\$93,324.00	\$93,324.00
65	TRENCH PATCH 4" AC	SY	3,429	\$41.67	\$142,886.43	\$142,886.43
66	TRENCH PATCH 2 1/2" AC W/ OVERLAY	SY	13,408	\$23.84	\$319,646.72	\$319,646.72
67	RESTORE ROADWAY 4" AC (w/ roadway widening work)	SY	7,381	\$28.84	\$212,868.04	\$212,868.04
68	LOAD & HAUL OFF EXCESS EXCAVATION UNDER ASPHALT	CY	11,283	\$5.87	\$66,231.21	\$66,231.21
69	MILLING	SY	19,540	\$1.90	\$37,126.00	\$37,126.00
70	OVERLAY	SY	23,076	\$6.80	\$156,916.80	\$156,916.80
71	REPLACE SURVEY MONUMENTS MAG 120-2 TYPE A	EA	10	\$395.00	\$3,950.00	\$3,950.00
72	TEMPORARY ASPHALT	SY	2,680	\$22.00	\$58,960.00	\$58,960.00
<b>SUBTOTAL MUNICIPAL UTILITIES PAVING</b>					<b>\$1,091,909.20</b>	<b>\$1,091,909.20</b>
<b>GRADING &amp; PAVING MCDOT</b>						
73	TACK COAT SS-1H DILUTE	TN	22.0	\$495.00	\$10,890.00	\$10,890.00
74	ROADWAY EXCAVATION	CY	26,946	\$2.75	\$74,101.50	\$74,101.50
75	RETENTION EXCAVATION	CY	11,148	\$4.50	\$50,166.00	\$50,166.00
76	SUBGRADE PREPARATION (24 IN)	SY	51,287	\$4.80	\$246,177.60	\$246,177.60
77	LOAD & HAUL OFF EXCESS EXCAVATION	CY	26,855	\$5.00	\$134,275.00	\$134,275.00
78	LIME SLURRY STABILIZATION 10-INCH	SY	2,721	\$9.50	\$25,849.50	\$25,849.50
79	CURING SEAL, LIME STABILIZATION	TON	1	\$1,000.00	\$1,000.00	\$1,000.00
80	AGGREGATE BASE COURSE	TON	22,285	\$14.50	\$323,132.50	\$323,132.50
81	2-5-INCH A-19 MM BASE COURSE	TON	10,039	\$63.50	\$637,476.50	\$637,476.50
82	INSTALL & REMOVE TEMP DETOUR	SY	4,000	\$21.00	\$84,000.00	\$84,000.00
83	1-5-INCH A-12.5 MM SURFACE COURSE RUBBER	TON	3,856	\$86.40	\$333,158.40	\$333,158.40
84	ADJUST WATER VALVES	EA	21	\$425.00	\$8,925.00	\$8,925.00
85	ADJUST MANHOLES	EA	20	\$450.00	\$9,000.00	\$9,000.00
86	INSTALL 2" SLEEVES	LF	650	\$12.00	\$7,800.00	\$7,800.00
87	INSTALL 4" SLEEVES	LF	1,500	\$15.00	\$22,500.00	\$22,500.00
88	SURVEY MONUMENT MAG 120-2 TYPE E	EA	1	\$395.00	\$395.00	\$395.00
<b>SUBTOTAL GRADING &amp; PAVING MCDOT</b>					<b>\$1,968,847.00</b>	<b>\$1,968,847.00</b>
<b>CONCRETE PUBLIC WORKS</b>						
89	SINGLE CURB MAG 222 TYPE A	LF	21,491	\$7.94	\$170,638.54	\$170,638.54
90	CONCRETE SIDEWALK MAG 230	SF	3,040	\$2.86	\$8,694.40	\$8,694.40
91	SIDEWALK RAMPS MAG 231 TYPE A w/ domes	EA	4	\$1,837.00	\$7,348.00	\$7,348.00
92	RETRO FIT EXISTING PED RAMPS WITH CAST N TAC INSERTS	EA	20	\$1,512.00	\$30,240.00	\$30,240.00
93	VALLEY GUTTER COC C-233	SF	1,665	\$5.79	\$9,640.35	\$9,640.35
94	SCUPPER MAG 206	EA	1	\$5,183.00	\$5,183.00	\$5,183.00
95	CURB & GUTTER MAG 220 TYPE A H=6-INCH	LF	643	\$9.94	\$6,391.42	\$6,391.42
96	RELOCATE SRP MANHOLE	EA	1	\$19,715.00	\$19,715.00	\$19,715.00
<b>SUBTOTAL CONCRETE PUBLIC WORKS</b>					<b>\$257,850.71</b>	<b>\$257,850.71</b>
<b>CONCRETE MUNICIPAL UTILITIES</b>						

Queen Creek Road from Price Road to McQueen Road

97	SINGLE CURB MAG 222 TYPE A	LF	2,290	\$7.94	\$18,182.60		\$18,182.60
98	CURB & GUTTER MAG 220 TYPE A H=6-INCH	LF	380	\$9.94	\$3,777.20		\$3,777.20
99	CONCRETE SIDEWALK MAG 230	SF	2,520	\$2.86	\$7,207.20		\$7,207.20
100	SIDEWALK RAMPS MAG 231 TYPE A w/ domes	EA	2	\$1,837.00	\$3,674.00		\$3,674.00
101	VALLEY GUTTER COC C-233	SF	1,360	\$5.79	\$7,874.40		\$7,874.40
<b>SUBTOTAL CONCRETE MUNICIPAL UTILITIES</b>					<b>\$40,715.40</b>		<b>\$40,715.40</b>
<b>CONCRETE MCDOT</b>							
102	PORTLAND CEMENT CONCRETE PAVING (9")	SY	8,356	\$51.50	\$430,334.00	\$430,334.00	
103	SAWCUT & SEAL PORTLAND CONCRETE PAVING	SY	8,356	\$2.30	\$19,218.80	\$19,218.80	
104	CURB & GUTTER MAG 220 TYPE A H=6-INCH	LF	10,591	\$9.94	\$105,274.54	\$105,274.54	
105	SINGLE CURB MAG 222 TYPE A	LF	10,031	\$7.94	\$79,646.14	\$79,646.14	
106	CONCRETE SIDEWALK MAG 230	SF	14,613	\$2.86	\$41,793.18	\$41,793.18	
107	SIDEWALK RAMPS MAG 231 TYPE A w/ domes	EA	9	\$1,837.00	\$16,533.00	\$16,533.00	
108	DRIVEWAY ENTRANCE MCDOT 2033	SF	434	\$6.42	\$2,786.28	\$2,786.28	
109	DRIVEWAY ENTRANCE MCDOT 2034	SF	1,316	\$6.42	\$8,448.72	\$8,448.72	
110	RETURN DRIVEWAY MCDOT 2036	SF	1,328	\$6.42	\$8,525.76	\$8,525.76	
111	CONCRETE BUS BAY 8-INCH COC C-230	SF	4,354	\$5.80	\$25,253.20	\$25,253.20	
112	MASONRY WALL H = 4.5 FT	SF	52	\$44.00	\$2,288.00	\$2,288.00	
<b>SUBTOTAL CONCRETE MCDOT</b>					<b>\$740,101.62</b>	<b>\$740,101.62</b>	
<b>STORM DRAIN MCDOT</b>							
113	CONCRETE SCUPPER COC C-500 CURB OPENING 4-FOOT	EA	1	\$3,938.00	\$3,938.00	\$3,938.00	
114	CONCRETE SCUPPER COC C-500 CURB OPENING 8-FOOT	EA	3	\$6,233.00	\$18,699.00	\$18,699.00	
115	CONCRETE SCUPPER COC C-500 CURB OPENING 20-FOOT	EA	7	\$12,478.00	\$87,346.00	\$87,346.00	
116	CONCRETE SCUPPER COC C-500 CURB OPENING 24-FOOT	EA	1	\$13,943.00	\$13,943.00	\$13,943.00	
117	CONCRETE SCUPPER COC C-500 CURB OPENING 28-FOOT	EA	2	\$16,578.00	\$33,156.00	\$33,156.00	
118	PLAIN RIPRAP D50=6-INCH	CY	231	\$90.00	\$20,790.00	\$20,790.00	
<b>SUBTOTAL STORM DRAIN MCDOT</b>					<b>\$177,872.00</b>	<b>\$177,872.00</b>	
<b>SANITARY SEWER MUNICIPAL UTILITIES</b>							
119	12-INCH SDR 26	LF	3,895	\$134.00	\$521,930.00		\$521,930.00
120	8-INCH SDR 26	LF	3,199	\$133.00	\$425,467.00		\$425,467.00
121	16-INCH SDR 26	LF	25	\$273.00	\$6,825.00		\$6,825.00
122	DROP INLET MAG 426	EA	2	\$3,884.00	\$7,768.00		\$7,768.00
123	MANHOLE MAG 420 T-LOCK	EA	18	\$10,418.00	\$187,524.00		\$187,524.00
124	12-INCH PVC PLUG MAG 427	EA	2	\$148.00	\$296.00		\$296.00
125	8-INCH PVC PLUG MAG 428	EA	24	\$108.00	\$2,592.00		\$2,592.00
126	REMOVE PLUG	EA	1	\$141.00	\$141.00		\$141.00
127	REPLACE DIP STUB	EA	1	\$1,525.00	\$1,525.00		\$1,525.00
128	ENCASEMENT MAG 404	EA	1	\$2,581.00	\$2,581.00		\$2,581.00
<b>SUBTOTAL SANITARY MUNICIPAL UTILITIES</b>					<b>\$1,155,649.00</b>		<b>\$1,155,649.00</b>

RECLAIMED WATER MUNICIPAL UTILITIES						
129	36-INCH DIP	LF	1,543	\$226.05	\$348,795.15	\$348,795.15
130	36-INCH VALVE, BOX & COVER	EA	5	\$31,960.00	\$159,800.00	\$159,800.00
131	36-INCH X 24-INCH REDUCER	EA	1	\$4,798.00	\$4,798.00	\$4,798.00
132	36-INCH X 30-INCH TEE	EA	2	\$6,315.00	\$12,630.00	\$12,630.00
133	36-INCH X 12-INCH TEE	EA	1	\$5,066.00	\$5,066.00	\$5,066.00
134	36-INCH X 8-INCH TEE	EA	2	\$7,748.00	\$15,496.00	\$15,496.00
135	36-INCH 45° BEND	EA	2	\$3,138.00	\$6,276.00	\$6,276.00
136	30-INCH DIP	LF	107	\$580.62	\$62,126.34	\$62,126.34
137	30-INCH 45° BEND	EA	8	\$2,025.00	\$16,200.00	\$16,200.00
138	30-INCH VALVE, BOX & COVER	EA	2	\$21,260.00	\$42,520.00	\$42,520.00
139	30-INCH CAP W/O MAG 390	EA	1	\$1,342.00	\$1,342.00	\$1,342.00
140	24-INCH DIP	LF	20,852	\$154.80	\$3,227,889.60	\$3,227,889.60
141	24-INCH VALVE, BOX & COVER	EA	34	\$12,113.00	\$411,842.00	\$411,842.00
142	24-INCH 90° BEND	EA	7	\$2,058.00	\$14,406.00	\$14,406.00
143	24-INCH 45° BEND	EA	26	\$1,070.00	\$27,820.00	\$27,820.00
144	24-INCH 22.5° BEND	EA	12	\$1,065.00	\$12,780.00	\$12,780.00
145	24-INCH X 12-INCH TEE	EA	1	\$1,971.00	\$1,971.00	\$1,971.00
146	24-INCH X 8-INCH TEE	EA	26	\$2,034.00	\$52,884.00	\$52,884.00
147	24-INCH X 8-INCH CROSS	EA	2	\$2,115.00	\$4,230.00	\$4,230.00
148	24-INCH CAP (FOR TESTING)	EA	3	\$615.00	\$1,845.00	\$1,845.00
149	12-INCH DIP	EA	220	\$231.00	\$50,820.00	\$50,820.00
150	12-INCH VALVE, BOX & COVER	EA	2	\$2,172.00	\$4,344.00	\$4,344.00
151	12-INCH 45° BEND	EA	8	\$337.00	\$2,696.00	\$2,696.00
152	12-INCH CAP W/O MAG 390	EA	1	\$520.00	\$520.00	\$520.00
153	8-INCH DIP	EA	2,100	\$206.00	\$432,600.00	\$432,600.00
154	8-INCH 45° BEND	EA	102	\$292.00	\$29,784.00	\$29,784.00
155	8-INCH VALVE, BOX & COVER	EA	32	\$1,634.00	\$52,288.00	\$52,288.00
156	8-INCH CAP W/O MAG 390	EA	32	\$298.00	\$9,536.00	\$9,536.00
157	2-INCH ARV COC C-319	EA	17	\$5,353.00	\$91,001.00	\$91,001.00
158	INSTALL/REMOVE FLUSHING HYDRANT	EA	10	\$2,780.00	\$27,800.00	\$27,800.00
159	CONNECTIONS	EA	6	\$1,225.00	\$7,350.00	\$7,350.00
160	ABANDON 10-INCH RWL	LS	1	\$6,702.00	\$6,702.00	\$6,702.00
161	1-INCH WATER SERVICE	EA	5	\$3,000.00	\$15,000.00	\$15,000.00
162	1 1/2-INCH WATER SERVICE	EA	2	\$3,253.00	\$6,506.00	\$6,506.00
163	ENCASEMENT MAG 404 (EXISTING 24-INCH FM)	EA	13	\$2,581.00	\$33,553.00	\$33,553.00
164	EXCAVATE & BACKFILL JACK & BORE PITS ALMA SCHOOL	EA	2	\$43,884.00	\$87,768.00	\$87,768.00
165	RECLAIMED UPRR JACK & RECEIVING PITS	EA	2	\$17,973.00	\$35,946.00	\$35,946.00
166	JACK & BORE ALMA SCHOOL	LF	200	\$1,211.00	\$242,200.00	\$242,200.00
167	JACK & BORE UPRR RECLAIMED	LF	180	\$1,112.00	\$200,160.00	\$200,160.00
168	PRV STATION	LS	1	\$315,565.00	\$315,565.00	\$315,565.00
<b>SUBTOTAL RECLAIMED WATER MUNICIPAL UTILITIES</b>					<b>\$6,082,856.09</b>	<b>\$6,082,856.09</b>
<b>WATER MUNICIPAL UTILITIES</b>						
169	16-INCH DIP	LF	5,203	\$93.00	\$483,879.00	\$483,879.00
170	16-INCH VALVE, BOX & COVER	EA	19	\$4,080.00	\$77,520.00	\$77,520.00
171	16-INCH X 8-INCH TEE	EA	13	\$853.00	\$11,089.00	\$11,089.00
172	16-INCH X 8-INCH CROSS	EA	3	\$1,420.00	\$4,260.00	\$4,260.00

Queen Creek Road from Price Road to McQueen Road

173	16-INCH X 12-INCH CROSS	EA	1	\$1,427.00	\$1,427.00	\$1,427.00
174	16-INCH 45° BEND	EA	4	\$573.00	\$2,292.00	\$2,292.00
175	16-INCH 11 1/4° BEND	EA	2	\$578.00	\$1,156.00	\$1,156.00
176	16-INCH X 12 -INCH REDUCER	EA	1	\$977.00	\$977.00	\$977.00
177	12-INCH DIP	LF	160	\$127.00	\$20,320.00	\$20,320.00
178	12-INCH VALVE, BOX & COVER	EA	2	\$2,268.00	\$4,536.00	\$4,536.00
179	12-INCH 45° BEND	EA	8	\$433.00	\$3,464.00	\$3,464.00
180	12-INCH CAP MAG 390 TYPE A	EA	2	\$2,316.00	\$4,632.00	\$4,632.00
181	8-INCH DIP	LF	1,518	\$108.00	\$163,944.00	\$163,944.00
182	8-INCH VALVE, BOX & COVER	EA	21	\$1,720.00	\$36,120.00	\$36,120.00
183	8-INCH 45° BEND	EA	76	\$382.00	\$29,032.00	\$29,032.00
184	8-INCH CAP MAG 390 TYPE A	EA	19	\$2,257.00	\$42,883.00	\$42,883.00
185	FIRE HYDRANT	EA	10	\$5,474.00	\$54,740.00	\$54,740.00
186	2-INCH ARV COC C-319	EA	2	\$5,175.00	\$10,350.00	\$10,350.00
187	EXCAVATE & BACKFILL JACK & BORE PITS	EA	2	\$11,964.00	\$23,928.00	\$23,928.00
188	JACK & BORE	LF	80	\$1,345.00	\$107,600.00	\$107,600.00
<b>SUBTOTAL WATER/MUNICIPAL UTILITIES</b>					<b>\$1,084,149.00</b>	<b>\$1,084,149.00</b>
<b>SIGNS (INCLUDES POST) PW</b>						
189	REMOVE SIGN AND FOUNDATION	EA	37	\$218.00	\$8,066.00	\$8,066.00
190	RELOCATE SIGN	EA	9	\$299.00	\$2,691.00	\$2,691.00
191	SPEED LIMIT SIGN	EA	1	\$345.00	\$345.00	\$345.00
192	RIGHT TURN ONLY SIGN	EA	5	\$345.00	\$1,725.00	\$1,725.00
193	KEEP RIGHT SIGN	EA	6	\$345.00	\$2,070.00	\$2,070.00
194	NO PARKING SIGN	EA	3	\$345.00	\$1,035.00	\$1,035.00
195	LANE ENDS SIGN	EA	1	\$345.00	\$345.00	\$345.00
196	OBJECT MARKER	EA	23	\$345.00	\$7,935.00	\$7,935.00
197	DO NOT ENTER SIGN	EA	4	\$345.00	\$1,380.00	\$1,380.00
198	RIGHT LANE BIKE ONLY SIGN	EA	8	\$345.00	\$2,760.00	\$2,760.00
199	ENDS SIGN	EA	1	\$345.00	\$345.00	\$345.00
200	ARROYO DRIVE SIGN	EA	2	\$345.00	\$690.00	\$690.00
201	SEAN DRIVE SIGN	EA	2	\$345.00	\$690.00	\$690.00
202	HARTFORD DRIVE SIGN	EA	2	\$345.00	\$690.00	\$690.00
203	PROJECT SIGN	EA	1	\$800.00	\$800.00	\$800.00
<b>SIGNS (INCLUDES POST) RW</b>					<b>\$31,567.00</b>	<b>\$31,567.00</b>
<b>SIGNS (INCLUDES POST) MCDOT</b>						
204	REMOVE SIGN AND FOUNDATION	EA	12	\$218.00	\$2,616.00	\$2,616.00
205	RELOCATE SIGN	EA	12	\$299.00	\$3,588.00	\$3,588.00
206	STOP SIGN	EA	3	\$345.00	\$1,035.00	\$1,035.00
207	SPEED LIMIT SIGN	EA	5	\$345.00	\$1,725.00	\$1,725.00
208	RIGHT TURN ONLY SIGN	EA	3	\$345.00	\$1,035.00	\$1,035.00
209	KEEP RIGHT SIGN	EA	2	\$345.00	\$690.00	\$690.00
210	NO PARKING SIGN	EA	16	\$345.00	\$5,520.00	\$5,520.00
211	LANE ENDS SIGN	EA	1	\$345.00	\$345.00	\$345.00
212	OBJECT MARKER	EA	6	\$345.00	\$2,070.00	\$2,070.00
213	BIKE LANE ENDS SIGN	EA	1	\$345.00	\$345.00	\$345.00

Queen Creek Road from Price Road to McQueen Road

214	ADVANCED RAILROAD CROSSING SIGN	EA	2	\$345.00	\$690.00	\$690.00
215	THRU TRAFFIC MERGE LEFT SIGN	EA	1	\$345.00	\$345.00	\$345.00
216	PROJECT SIGN	EA	1	\$800.00	\$800.00	\$800.00
<b>SUBTOTAL SIGNS (INCLUDES POST) MCDOT</b>					<b>\$20,804.00</b>	<b>\$20,804.00</b>
<b>STREET LIGHTS PW</b>						
217	POLE SL-1 & 6' -6" MAST ARM FOUNDATION MOUNT	EA	11	\$1,280.00	\$14,080.00	\$14,080.00
218	POLE SL-1 FOUNDATION	EA	11	\$1,331.00	\$14,641.00	\$14,641.00
219	POLE SL-1 & 6' -6" MAST ARM DIRECT BURY	EA	82	\$1,470.00	\$120,540.00	\$120,540.00
220	RELOCATE SL-1 POLE	EA	2	\$610.00	\$1,220.00	\$1,220.00
221	REMOVE SINGLE ARM LIGHT POLE	EA	2	\$190.00	\$380.00	\$380.00
222	REMOVE DOUBLE ARM LIGHT POLE	EA	43	\$237.00	\$10,191.00	\$10,191.00
223	ELECTRICAL CONDUIT (1") SCH 40 W/ 4# 12AWG	EA	735	\$11.00	\$8,085.00	\$8,085.00
224	ELECTRICAL CONDUIT (2.5") SCH 40	EA	19,711	\$12.50	\$246,387.50	\$246,387.50
225	SRP PULL BOX (SRP SUPPLIED)	EA	92	\$150.00	\$13,800.00	\$13,800.00
226	LUMINARIES (HORIZONTAL MOUNT) (HPS 250 WATT)	EA	91	\$418.00	\$38,038.00	\$38,038.00
<b>SUBTOTAL STREET LIGHTS PW</b>					<b>\$467,362.50</b>	<b>\$467,362.50</b>
<b>STREET LIGHTS MCDOT</b>						
227	POLE SL-1 & 6' -6" MAST ARM	EA	3	\$1,280.00	\$3,840.00	\$3,840.00
228	POLE SL-1 FOUNDATION	EA	3	\$1,331.00	\$3,993.00	\$3,993.00
229	POLE SL-1 & 6' -6" MAST ARM DIRECT BURY	EA	53	\$1,470.00	\$77,910.00	\$77,910.00
230	REMOVE SINGLE ARM LIGHT POLE	EA	2	\$190.00	\$380.00	\$380.00
231	ELECTRICAL CONDUIT (1") SCH 40 W/ 4# 12AWG	LF	280	\$11.00	\$3,080.00	\$3,080.00
232	ELECTRICAL CONDUIT (2.5") SCH 40	LF	9,769	\$12.50	\$122,112.50	\$122,112.50
233	SRP PULL BOX (SRP SUPPLIED)	EA	56	\$150.00	\$8,400.00	\$8,400.00
234	METER PEDESTAL CABINET	EA	2	\$2,210.00	\$4,420.00	\$4,420.00
235	LUMINARIES (HORIZONTAL MOUNT) (HPS 250 WATT)	EA	56	\$418.00	\$23,408.00	\$23,408.00
<b>SUBTOTAL STREET LIGHTS MCDOT</b>					<b>\$247,543.50</b>	<b>\$247,543.50</b>
<b>TRAFFIC SIGNALS (PW)</b>						
236	TYPE G POLE	EA	1	\$2,122.00	\$2,122.00	\$2,122.00
237	TYPE G POLE FOUNDATION	EA	1	\$954.00	\$954.00	\$954.00
238	TYPE R POLE	EA	2	\$6,432.00	\$12,864.00	\$12,864.00
239	TYPE R POLE FOUNDATION	EA	2	\$1,743.00	\$3,486.00	\$3,486.00
240	A POLE (10-FOOT)	EA	1	\$976.00	\$976.00	\$976.00
241	A POLE FOUNDATION	EA	1	\$470.00	\$470.00	\$470.00
242	REMOVE AND SALVAGE SIGNAL POLES & EQUIPMENT	LS	1	\$1,967.00	\$1,967.00	\$1,967.00
243	20' LUMINARIES MAST ARM	EA	3	\$1,081.00	\$3,243.00	\$3,243.00
244	55' SIGNAL MAST ARM	EA	2	\$3,837.00	\$7,674.00	\$7,674.00
245	ELECTRICAL CONDUIT (2") SCH 40	LF	333	\$9.20	\$3,063.60	\$3,063.60
246	ELECTRICAL CONDUIT (3") SCH 40	LF	50	\$8.00	\$400.00	\$400.00
247	ELECTRICAL CONDUIT (4") SCH 40	LF	585	\$13.50	\$7,897.50	\$7,897.50
248	ELECTRICAL CONDUIT (4") W/ 3-1/4" INNERDUCTS	EA	13,390	\$16.50	\$220,935.00	\$220,935.00
249	3 - 1 1/4" INNERDUCTS IN EXISTING 4" CONDUIT	LF	2,535	\$5.00	\$12,675.00	\$12,675.00

Queen Creek Road from Price Road to McQueen Road

ST0623-401  
Page 21 of 44

CM@Risk Construction  
(19492) 8-22-03 Final JS  
Revised 3/27/06 -1/26/07

250	#5 PULL BOX	EA	2	\$425.00	\$850.00	\$850.00
251	#7 PULL BOX W/ EXTENSION	EA	9	\$502.00	\$4,518.00	\$4,518.00
252	#9 PULL BOX	EA	5	\$3,207.00	\$16,035.00	\$16,035.00
253	REMOVE PULL BOX	EA	4	\$131.00	\$524.00	\$524.00
254	SIGNAL CONDUCTORS	LS	1	\$20,862.00	\$20,862.00	\$20,862.00
255	TRAFFIC SIGNAL FACE TYPE F	EA	13	\$598.00	\$7,774.00	\$7,774.00
256	TRAFFIC SIGNAL FACE TYPE R	EA	4	\$577.00	\$2,308.00	\$2,308.00
257	TRAFFIC SIGNAL FACE PEDESTRIAN MAN/HAND	EA	4	\$440.00	\$1,760.00	\$1,760.00
258	TRAFFIC SIGNAL MOUNTING ASSEMBLY TYPE II	EA	11	\$85.00	\$935.00	\$935.00
259	TRAFFIC SIGNAL MOUNTING ASSEMBLY TYPE V	EA	5	\$285.00	\$1,425.00	\$1,425.00
260	TRAFFIC SIGNAL MOUNTING ASSEMBLY TYPE VII	EA	2	\$307.00	\$614.00	\$614.00
261	CONTROL CABINET TYPE IV	EA	1	\$26,503.00	\$26,503.00	\$26,503.00
262	METER PEDESTAL CABINET	EA	1	\$2,210.00	\$2,210.00	\$2,210.00
263	PEDESTRIAN PUSH BUTTON W/ SIGN	EA	4	\$275.00	\$1,100.00	\$1,100.00
264	CAMERA ECONOLITE AUTOSCOPE SINGLE CAMERA	EA	4	\$7,461.00	\$29,844.00	\$29,844.00
265	ECONOLITE 4 CAMERA DETECTOR CARD	EA	2	\$5,086.00	\$10,172.00	\$10,172.00
266	ILLUMINATED STREET NAME SIGN	EA	2	\$770.00	\$1,540.00	\$1,540.00
267	OPTICOM PRE-EMPTION SENSOR	LS	2	\$5,084.00	\$10,168.00	\$10,168.00
268	OPTICOM PRE-EMPTION 2 CHANNEL PHASE SELECTION	EA	2	\$3,550.00	\$7,100.00	\$7,100.00
269	LUMINARIES (HORIZONTAL MOUNT) (HPS 250 WATT)	EA	3	\$418.00	\$1,254.00	\$1,254.00
270	6 SMFO GATOR PATCH	EA	6	\$495.00	\$2,970.00	\$2,970.00
271	6 COUNT FIBER INSTALL AND TEST	LF	590	\$1.35	\$796.50	\$796.50
272	SPLICE 6 COUNT FIBER	EA	7	\$680.00	\$4,760.00	\$4,760.00
273	48 SMFO	LF	16,920	\$1.20	\$20,304.00	\$20,304.00
274	48 COUNT FIBER INSTALL AND TEST	LF	16,488	\$1.20	\$19,785.60	\$19,785.60
275	PROOF CONDUIT	LF	16,488	\$0.20	\$3,297.60	\$3,297.60
276	TRACER WIRE	LF	32,976	\$0.18	\$5,935.68	\$5,935.68
277	SPLICE CLOSURE	EA	5	\$1,054.00	\$5,270.00	\$5,270.00
278	SPLICE 48 COUNT FIBER	EA	1	\$1,680.00	\$1,680.00	\$1,680.00
279	TRAFFIC CONTROL (FIBER INSTALLATION)	LS	1	\$4,838.40	\$4,838.40	\$4,838.40
280	TEMPORARY SIGNALS (ALMA SCHOOL)	EA	1	\$8,200.00	\$8,200.00	\$8,200.00
<b>SUBTOTAL TRAFFIC SIGNALS (PW)</b>					<b>\$504,060.88</b>	<b>\$504,060.88</b>
<b>TRAFFIC SIGNALS (MCDOT)</b>						
281	TYPE A POLE	EA	3	\$976.00	\$2,928.00	\$2,928.00
282	TYPE A POLE FOUNDATION	EA	3	\$470.00	\$1,410.00	\$1,410.00
283	TYPE R POLE	EA	3	\$6,432.00	\$19,296.00	\$19,296.00
284	TYPE R POLE FOUNDATION	EA	3	\$1,743.00	\$5,229.00	\$5,229.00
285	REMOVE AND SALVAGE SIGNAL POLES & EQUIPMENT	EA	1	\$2,278.00	\$2,278.00	\$2,278.00
286	20' LUMINARIES MAST ARM	EA	3	\$1,081.00	\$3,243.00	\$3,243.00
287	55' SIGNAL MAST ARM	EA	3	\$3,837.00	\$11,511.00	\$11,511.00
288	ELECTRICAL CONDUIT (2") SCH 40	LF	245	\$9.20	\$2,254.00	\$2,254.00
289	ELECTRICAL CONDUIT (3") SCH 40	LF	475	\$7.90	\$3,752.50	\$3,752.50
290	ELECTRICAL CONDUIT (4") W/ 3-1/4" INNERDUCTS	LF	6,136	\$16.50	\$101,244.00	\$101,244.00
291	#7 PULL BOX	EA	7	\$451.00	\$3,157.00	\$3,157.00
292	#7 PULL BOX W/ EXTENSION	EA	9	\$502.00	\$4,518.00	\$4,518.00
293	#9 PULL BOX	EA	2	\$3,207.00	\$6,414.00	\$6,414.00
294	REMOVE EXISTING PULL BOX	EA	3	\$131.00	\$393.00	\$393.00
295	SIGNAL CONDUCTORS	LS	1	\$9,680.00	\$9,680.00	\$9,680.00

Queen Creek Road from Price Road to McQueen Road

296	TRAFFIC SIGNAL FACE TYPE F	EA	12	\$598.00	\$7,176.00	\$7,176.00
297	TRAFFIC SIGNAL FACE TYPE Q	EA	3	\$968.00	\$2,904.00	\$2,904.00
298	TRAFFIC SIGNAL FACE TYPE R	EA	3	\$577.00	\$1,731.00	\$1,731.00
299	TRAFFIC SIGNAL FACE PEDESTRIAN MAN/HAND	EA	7	\$440.00	\$3,080.00	\$3,080.00
300	TRAFFIC SIGNAL MOUNTING ASSEMBLY TYPE II	EA	9	\$85.00	\$765.00	\$765.00
301	TRAFFIC SIGNAL MOUNTING ASSEMBLY TYPE V	EA	8	\$285.00	\$2,280.00	\$2,280.00
302	TRAFFIC SIGNAL MOUNTING ASSEMBLY TYPE VI	EA	3	\$353.00	\$1,059.00	\$1,059.00
303	TRAFFIC SIGNAL MOUNTING ASSEMBLY TYPE VII	EA	1	\$307.00	\$307.00	\$307.00
304	PEDESTRIAN PUSH BUTTON W/ SIGN	EA	7	\$275.00	\$1,925.00	\$1,925.00
305	CAMERA ECONOLITE AUTOSCOPE SINGLE CAMERA	EA	3	\$7,461.00	\$22,383.00	\$22,383.00
306	ILLUMINATED STREET NAME SIGN	EA	3	\$3,200.00	\$9,600.00	\$9,600.00
307	OPTICOM PRE-EMPTION SENSOR	LS	3	\$3,719.00	\$11,157.00	\$11,157.00
308	LUMINARIES (HORIZONTAL MOUNT) (HPS 250 WATT)	EA	3	\$418.00	\$1,254.00	\$1,254.00
309	OPTICOM PREEMPTION 2 CHANNEL PHASE SELECTOR	EA	1	\$3,550.00	\$3,550.00	\$3,550.00
310	TEMPORARY SIGNALS (ARIZONA, MCQUEEN)	EA	0	\$8,200.00	\$0.00	\$0.00
311	48 SMFO	LF	6,580	\$1.20	\$7,896.00	\$7,896.00
312	48 COUNT FIBER INSTALL AND TEST	LF	6,412	\$1.20	\$7,694.40	\$7,694.40
313	PROOF CONDUIT	LF	6,412	\$0.20	\$1,282.40	\$1,282.40
314	TRACER WIRE	LF	12,824	\$0.18	\$2,308.32	\$2,308.32
315	SPLICE CLOSURE	EA	2	\$1,054.00	\$2,108.00	\$2,108.00
316	SPLICE 48 COUNT FIBER	EA	1	\$1,680.00	\$1,680.00	\$1,680.00
317	TRAFFIC CONTROL	LS	1	\$1,881.60	\$1,881.60	\$1,881.60
<b>SUBTOTAL TRAFFIC SIGNALS, MCDOT</b>					<b>\$271,329.22</b>	<b>\$271,329.22</b>
<b>STRIPING (PW)</b>						
318	WHITE THERMOPLASTIC STRIPE	LF	21,065	\$0.32	\$6,740.80	\$6,740.80
319	TRANSVERSE THERMOPLASTIC	LF	17,085	\$0.68	\$11,617.80	\$11,617.80
320	THERMOPLASTIC SYMBOL ARROW	EA	48	\$125.00	\$6,000.00	\$6,000.00
321	PAVEMENT MARKER HYDRANT	EA	34	\$4.25	\$144.50	\$144.50
322	PAVEMENT MARKER TYPE G	EA	1,798	\$4.25	\$7,641.50	\$7,641.50
323	PAINTED BIKE SYMBOL	SET	53	\$75.00	\$3,975.00	\$3,975.00
324	PAINTED BULL NOSE	EA	32	\$95.00	\$3,040.00	\$3,040.00
325	PERMANENT WHITE PAINT	LF	48,150	\$0.20	\$9,630.00	\$9,630.00
<b>SUBTOTAL STRIPING (PW)</b>					<b>\$48,789.60</b>	<b>\$48,789.60</b>
<b>STRIPING MCDOT</b>						
326	OBLITERATE SYMBOL/LEGEND	EA	3	\$55.00	\$165.00	\$165.00
327	OBLITERATE STRIPE	LF	1,522	\$0.99	\$1,506.78	\$1,506.78
328	OBLITERATE PAVEMENT MARKER	EA	68	\$3.75	\$255.00	\$255.00
329	SEAL OBLITERATE MARKS	LF	1,700	\$1.47	\$2,499.00	\$2,499.00
330	WHITE THERMOPLASTIC STRIPE	LF	5,000	\$0.32	\$1,600.00	\$1,600.00
331	TRANSVERSE THERMOPLASTIC	LF	6,110	\$0.68	\$4,154.80	\$4,154.80
332	THERMOPLASTIC LEGEND R X R	EA	6	\$300.00	\$1,800.00	\$1,800.00
333	THERMOPLASTIC SYMBOL ARROW	EA	15	\$130.00	\$1,950.00	\$1,950.00
334	PRIMER SEALER FOR PCCP	LF	4,821	\$0.25	\$1,205.25	\$1,205.25
335	CURE REMOVAL FROM PCCP	LF	4,821	\$0.32	\$1,542.72	\$1,542.72
336	PAVEMENT MARKER HYDRANT	EA	10	\$4.75	\$47.50	\$47.50

Queen Creek Road from Price Road to McQueen Road

337	PAVEMENT MARKER TYPE G	EA	636	\$4.75	\$3,021.00	\$3,021.00
338	PAINTED BIKE SYMBOL	SET	9	\$75.00	\$675.00	\$675.00
339	PAINTED BULL NOSE	EA	8	\$95.00	\$760.00	\$760.00
340	PERMANENT WHITE PAINT	LF	75,000	\$0.20	\$15,000.00	\$15,000.00
<b>SUBTOTAL STRIPING MCDOT</b>					<b>\$36,182.05</b>	<b>\$36,182.05</b>
<b>LANDSCAPE (PW)</b>						
341	ABANDON EXISTING IRRIGATION SYSTEM	LS	1	\$3,318.00	\$3,318.00	\$3,318.00
342	SALVAGE EXISTING TREES	EA	76	\$864.00	\$65,664.00	\$65,664.00
343	ESTABLISH AND MAINTAIN NURSERY	LS	1	\$3,813.00	\$3,813.00	\$3,813.00
344	REMOVAL OF EXISTING VEGETATION AND TREES	LS	1	\$18,140.00	\$18,140.00	\$18,140.00
345	MAINTAIN EXISTING LANDSCAPE (TO REMAIN)	LS	1	\$5,020.00	\$5,020.00	\$5,020.00
346	FURNISH AND INSTALL IRRIGATION SYSTEM	LS	1	\$137,220.50	\$137,220.50	\$137,220.50
347	SHRUBS 5 GAL	EA	787	\$20.50	\$16,133.50	\$16,133.50
348	GROUND COVER 1 GAL	EA	1,328	\$8.50	\$11,288.00	\$11,288.00
349	INSTALL SALVAGED TREES	EA	76	\$678.00	\$51,528.00	\$51,528.00
350	FURNISH AND INSTALL DATE PALMS	EA	29	\$5,596.00	\$162,284.00	\$162,284.00
351	CONCRETE PAVERS CITYSTONE II OLD TOWN BLONDE	SF	18,606	\$4.67	\$86,890.02	\$86,890.02
352	IRRIGATION PUMPS (BARRET ENG. MODEL IBAQB)	EA	5	\$10,579.00	\$52,895.00	\$52,895.00
353	UPLIGHTS FOR PALMS	EA	76	\$764.00	\$58,064.00	\$58,064.00
354	#3 1/2 PULL BOX - IRRIGATION POWER	EA	11	\$266.00	\$2,926.00	\$2,926.00
355	1" CONDUIT FOR UPLIGHTS	LF	3,657	\$11.00	\$40,227.00	\$40,227.00
356	DECOMPOSED GRANITE 3/4" BY 2" THICK	SY	11,017	\$5.55	\$61,144.35	\$61,144.35
357	MAINTENANCE PERIOD	LS	1	\$4,174.00	\$4,174.00	\$4,174.00
358	1-YEAR WARRANTY	LS	1	\$1,757.00	\$1,757.00	\$1,757.00
359	RESTORATION OF EXISTING LANDSCAPE	SF	19,547	\$0.29	\$5,668.63	\$5,668.63
360	METER PREDESTAL CABINET (ROADWAY)	EA	12	\$2,210.00	\$26,520.00	\$26,520.00
<b>SUBTOTAL LANDSCAPE (PW)</b>					<b>\$814,875.00</b>	<b>\$814,875.00</b>
<b>LANDSCAPE MUNICIPAL UTILITIES</b>						
361	RESTORATION OF LANDSCAPING	SF	45,609	\$0.29	\$13,226.61	\$13,226.61
362	CONCRETE PAVERS CITYSTONE II OLD TOWN BLONDE	SF	2,550	\$4.67	\$11,908.50	\$11,908.50
363	ABANDON EXISTING IRRIGATION SYSTEM	LS	1	\$3,318.00	\$3,318.00	\$3,318.00
364	SALVAGE EXISTING TREES	EA	75	\$864.00	\$64,800.00	\$64,800.00
365	ESTABLISH AND MAINTAIN NURSERY	LS	1	\$3,814.00	\$3,814.00	\$3,814.00
366	REMOVAL OF EXISTING VEGETATION AND TREES	LS	1	\$18,139.00	\$18,139.00	\$18,139.00
367	SHRUBS 5 GAL	EA	788	\$20.50	\$16,154.00	\$16,154.00
368	GROUND COVER 1 GAL	EA	1,329	\$8.50	\$11,296.50	\$11,296.50
369	INSTALL SALVAGED TREES	EA	75	\$678.00	\$50,850.00	\$50,850.00
370	DECOMPOSED GRANITE 3/4" BY 2" THICK	SY	11,017	\$5.55	\$61,144.35	\$61,144.35
371	MAINTENANCE PERIOD	LS	1	\$4,174.00	\$4,174.00	\$4,174.00
372	1-YEAR WARRANTY	LS	1	\$1,758.00	\$1,758.00	\$1,758.00
<b>SUBTOTAL LANDSCAPE (MUNICIPAL UTILITIES)</b>					<b>\$260,582.96</b>	<b>\$260,582.96</b>
<b>LANDSCAPE (MCDOT)</b>						

Queen Creek Road from Price Road to McQueen Road

373	FURNISH AND INSTALL IRRIGATION SYSTEM	LS	1	\$68,321.50	\$68,321.50	\$68,321.50
374	TREES 36" BOX	EA	75	\$439.00	\$32,925.00	\$32,925.00
375	TREES 24" BOX	EA	59	\$188.00	\$11,092.00	\$11,092.00
376	TREES 15 GAL	EA	33	\$61.00	\$2,013.00	\$2,013.00
377	SHRUBS 5 GAL	EA	1,175	\$20.50	\$24,087.50	\$24,087.50
378	GROUND COVER 1 GAL	EA	689	\$8.50	\$5,856.50	\$5,856.50
379	CONCRETE PAVERS CITYSTONE II OLD TOWN BLONDE	SF	4,911	\$4.67	\$22,934.37	\$22,934.37
380	IRRIGATION PUMPS (FLOWBOY "S")	EA	3	\$23,247.00	\$69,741.00	\$69,741.00
381	SOIL STABILIZER	SY	24,557	\$0.94	\$23,083.58	\$23,083.58
382	DECOMPOSED GRANITE 3/4" BY 2" THICK	SY	24,650	\$5.55	\$136,807.50	\$136,807.50
383	MAINTENANCE PERIOD	LS	1	\$7,260.00	\$7,260.00	\$7,260.00
384	1-YEAR WARRANTY	LS	1	\$1,248.00	\$1,248.00	\$1,248.00
385	METER PEDESTALS (ROADWAY ELECTRIC)	EA	2	\$2,210.00	\$4,420.00	\$4,420.00
<b>SUBTOTAL LANDSCAPE (MCDOT)</b>					\$409,789.95	\$409,789.95
<b>PW, MUD &amp; MCDOT % OF TOTAL DIRECT COSTS</b>					\$18,413,583.63	\$0.44 \$0.66
<b>RUNNING TOTAL #1-TOTAL DIRECT COSTS</b>					\$18,413,583.53	\$8,127,356.93 \$10,286,226.60
386	CORPORATE OVERHEAD (5.75% OF RUNNING TOTAL # 5)	LS	1		\$1,326,051.09	\$585,290.23 \$740,760.86
387	GENERAL CONDITIONS	LS	1		\$895,714.00	\$395,348.76 \$500,365.24
<b>SUBTOTAL #2-CORPORATE OVERHEAD &amp; GENERAL CONDITIONS</b>					\$2,221,765.09	\$980,638.99 \$1,241,126.10
<b>RUNNING TOTAL #2</b>					\$20,635,348.62	\$9,107,995.92 \$11,527,352.70
388	CONTRACTOR'S FEE (4.5% OF RUNNING TOTAL #5)	LS	1		\$1,037,779.12	\$458,053.23 \$579,725.89
<b>SUBTOTAL #3-CONTRACTOR'S FEE</b>					\$1,037,779.12	\$458,053.23 \$579,725.89
<b>RUNNING TOTAL #3</b>					\$21,673,127.74	\$9,566,049.14 \$12,107,078.60
389	BOND (FROM ESTIMATE)	LS	1		\$173,883.53	\$76,748.42 \$97,135.11
390	BUILDER'S RISK, INSURANCE, ETC....(FROM ESTIMATE)	LS	1		\$230,617.58	\$101,789.60 \$128,827.98
<b>SUBTOTAL #4-CONTRACTOR'S INSURANCE &amp; BOND</b>					\$404,501.11	\$178,538.03 \$225,963.08
<b>RUNNING TOTAL #4</b>					\$22,077,628.85	\$9,744,587.17 \$12,339,041.68
391	SALE TAX COC 7.8% OF 65% OR 5.070%	LS	1		\$1,118,704.51	\$493,771.94 \$624,932.57
392	CREDIT FOR WATERLINE MATERIALS	LS	1		-\$122,124.00	\$0.00 -\$122,124.00
<b>SUBTOTAL #5-SALES TAX</b>					\$996,580.51	\$493,771.94 \$502,808.57
<b>RUNNING TOTAL #5-TOTAL GMP ESTIMATE (BEFORE CONTINGENCY)</b>					\$23,074,209.36	\$10,238,359.11 \$12,835,850.25
393	CONSTRUCTION CONTINGENCY	LS	1		\$613,207.28	\$270,656.41 \$342,550.87
394	CONTINGENCY OWNER (5%)	LS	1		\$1,153,087.91	\$508,948.03 \$644,139.88
<b>SUBTOTAL #6-CONTINGENCY</b>					\$1,766,295.19	\$779,604.44 \$986,690.75
<b>RUNNING TOTAL #6-TOTAL GMP ESTIMATE (W/CONTINGENCY)</b>					\$24,840,504.55	\$11,017,963.55 \$13,822,541.00

Queen Creek Road from Price Road to McQueen Road

BID ITEM CLARIFICATIONS	
ITEMS	DESCRIPTION
1, 7, 14	Mobilization item includes cost to mobilize Pulice Construction Inc. equipment on and off site, misc. subcontractor mobilizations costs, office and construction yard set up and take down, misc. daily and final clean up, and misc. PCI on site mechanic support.
3,11,16	Traffic Control: Includes the cost to have 2 variable message boards on the project for the duration, any additional variable message boards required by the Owner will be billed and paid for out of the owners contingency. Item 13 is based on the full closure of Queen Creek Road from Arizona Ave to McQueen for the duration of the work.
5,12,17	Construction Survey & Layout includes: As-Builds, and pre-construction survey.
6,13,18	SWPPP includes: all cost associated with development of a project complete SWPPP plan, implementation and maintenance of project BMP's, filing for NOI and NOT, and compliance with Maricopa County Rule 310, obtaining a dust permit. Including the dump site at McQueen and Appleby
16	(MCDOT) Traffic Control is based on the City of Chandler closing Queen Creek Road from Arizona Avenue to McQueen Road for approximately 7 1/2 months, if the road can not be closed then a Change Order will be issued to PCI for the additional cost.
25,26	Remove Water Meters, Backflow Preventors includes the work associated with abandoning the water sources to the existing irrigation. These items include following the source line to a point of connection if within the existing removal limits or terminating the line at the edge of the removal limits. No addition asphalt removal will be performed to abandon the existing water sources.
28	Remove Asphalt (MUD) includes the cost associated with the removal of the additional roadway excavation equal to the ABC section required for trench patching (6" ABC on Old Price RD, 15" ABC on Queen Creek Road). Removal of the specified amount of temporary asphalt is included in this item.
37	Remove Asphalt (MCDOT) includes the work associated with the removal and disposal of the existing asphalt defined by the Aztec set of drawings only.
40,41,42,43,44	These removal items include backfilling the voids left with native material only.
45	Plug, Backfill & Compact Irrigation Structure (MC) includes the cost to plug both sides of the existing SRP irrigation crossing of UPRR tracks and filling the space under the tracks with concrete.
47	Subgrade Preparation includes work associated with MAG 301, i.e. 6" of scarification and recompaction.
49,77	Load & Haul Off Excess Excavation includes the cost to load and haul off all excess excavated materials that are estimated to be remaining after the completion of the project scope. The costs represent disposing of the material off site with a 3rd party. If the City of Chandler can provide a disposal site any cost savings will be credited back to the city.

BID ITEM CLARIFICATIONS	
ITEMS	DESCRIPTION
58,59,60	Adjustments includes the work associated with a final grade adjustment of existing structures. Adjustments of all installed facilities are included within the items of work.
57	(PW) 4" Sleeves cost is based on directional drilling of the 4" Conduit for irrigation and landscape power needs. No asphalt removal or replacement is considered.
61	(PW) Adjust SRP Manhole includes the cost associated with raising the manhole lid to finished grade of an existing SRP manholes that may be impacted by the widening work along Queen Creek at approximate station 21+90
63	(PW) Trench Patch 4" includes the cost associated with replacing the asphalt that is removed while installing irrigation and power sleeves through Queen Creek.
64	(MUD) Trench Patch 2" includes the cost associated with replacing the asphalt removed along Old Price Road with 6" of ABC and 2" 12.5 mm AC asphalt pavement.
65	(MUD) Trench Patch 4" includes the cost associated with replacing the asphalt along Queen Creek road that is removed while installing the RWL, including the transmission main, laterals, ARV's, and blow offs. The work includes the placement of 15" of ABC and 2.5" 19mm AC and 1.5" 12.5mm AC.
66	(MUD) Trench Patch 2.5" AC w/ Overlay includes the cost associated with patching the west bound lanes from station 102+xx to 554+xx, by placing 15" of ABC and 2.5" of AC 19mm. The area will be overlaid with 1.5" of 12.5mm AC after the adjacent asphalt is milled to the same level. Overlay paid under item 67.
67	(MUD) Restore Roadway 4" AC is the work associated with replacing asphalt removed during the RWL installation, that is adjacent to and connects with the removals associated with the widening of Queen Creek Road. The work includes 15" of ABC with 2.5" of 19mm AC, and 1.5" of 12.5mm AC. This work will be completed with the widening work.
68	(MUD)Load & Haul Off Excess Excavation includes the cost to load and haul off all excess excavated materials required for the new roadway section required to be installed during the patching operation.
69	(MUD) Milling is cost associated with milling the existing asphalt adjacent to the trench patching for the installation of the RWL, where the line is running in the westbound lanes approximate station 102+xx to 554+xx. It includes milling out 1.5" of material
70	(MUD) Overlay is the cost to overlay the west bound lanes from 100+xx to 559+xx that has been milled out and/or patched, with 1.5" of 12.5mm AC.
72	(MUD) Temporary asphalt includes placing 3" of asphalt on subgrade where deemed necessary to accommodate traffic temporarily during construction.
74	(MCDOT) Roadway Excavation includes the cost associated with roadway excavation to embankment and excavation to waste of the material required to construct the project per the Aztec set of drawings.
76	(MCDOT) Subgrade preparation (24 in) includes the cost to comply with MAG 301 for the subgrade preparation including optimum moisture and recompaction to a depth of 24 inches for areas that are in a cut section of the proposed roadway.
78	(MCDOT) Lime stabilization shall comply with MAG 309, with a lime content of 5% based on 100lb dry weight of existing soil to a depth of 10".
79	(MCDOT) Curing Seal, lime stabilization includes applying a sprayed on layer of SS-1h per MAG 333
83	(MCDOT) Asphalt 12.5mm is based on using installing 1 1/2" of rubberized asphalt per the contract drawings. Pulice has proposed a cost savings of \$ 76,700 to eliminate the rubberized asphalt and use a standard ARAC.
92	(PW) Retro fit sidewalk ramps includes sawcutting and removing a 2 ft x 8 ft section of the ramp, and pouring new concrete to incase a Cast n tact insert by Amor Tile.

BID ITEM CLARIFICATIONS	
ITEMS	DESCRIPTION
96	(PW) Relocate SRP manhole includes the cost to abandon the existing manhole and construct a new manhole. The abandonment of the existing consists of removing the existing access way, forming, and pouring a concrete cap on top of the structure. The construction of the new manhole consist of excavating around the existing pipe and construction a new manhole per DET02 of the project plans assuming a total height not to exceed 15 feet. No removal or installation of any irrigation pipe is included in the scope.
102	(MCDOT) PCCP 9" the cost are based on the email from David Rutkowski 7-24-07 stating that the 3 full width lanes can be placed monolithically and the joint layout modified in accordance to the placement. Finishing of the PCCP pavement will be performed with a Bidwell Machine similar to a bridge deck. TWP joints do not require dowels. The PCCP will be placed per MAG specification with the joint details complying with ADOT Std Drawings.
119-122, 124, 125	(MUD) Sanitary Sewer items are based on the use of SDR - 26.
128	(MUD) Sanitary sewer encasement MAG 404 is for the lateral to the north at station 46+00. Per the City of Chandler no ductile iron pipe is to be used with the encasement. The proposed sewer line will be encased in concrete where it goes over the potable and reclaimed water lines.
129-156	Installation of the RWL includes ABC bedding and backfill from 6" below the pipe to 1ft over the pipe, then native backfill to the surface for all mainline installations. Any line installed perpendicular to traffic flow will be backfilled with 100% ABC. Only sections of trenches that are cut within existing asphalt that will not be removed and the roadway reconstructed will receive ABC matching the existing/planned roadway section at the top, refer to items ( 61,62,63,64).
130-138	36" and 30" valves include material to install the valve vertically complying with COC C-406. If vaults are required they will be paid for from the Owner Contingency.
146, 153, 155, 156	(MUD) The City of Chandler has required that any water service be connected to the main by means of a tee and valve. Additional tee, valves, laterals, and caps have been added to comply with this requirement for reclaimed water services to the irrigation controllers. Per COC no inline 24" GV is required with the additional Tee's.
158	(MUD) Install/Remove Flushing Hydrant includes the cost to install 2 hydrants per testing section of the reclaimed water main. The hydrants will be installed at the end of the nearest lateral, no additional tees or taps will be installed for this item.
160	(MUD) Abandon 10" RWL includes excavating the tie-in location for the existing 10" RWL and 12" RWL, removing a section of the 10" RWL to allow for the future 12" RWL connection, capping of the 10" RWL and abandonment of any existing valves. This item does not included removing or filling the existing 10" RWL, or excavating next to or under the existing pond. All easements will be provided by the City of Chandler.
163	(MUD) Encasement MAG 404 (existing 24-inch forcemain) this item includes the work associated with excavating and encasing the existing 24 inch forcemain at each crossing location of the proposed utilities. This work will be done prior to any of the crossings being installed to protect the existing utility from damage and any potential impacts to the treatment plant that it feeds. No bypass pumping is included with this item or replacement of the existing 24 inch forcemain.
166, 167	(MUD) Jack and Bore 24" RWL includes all cost associated with having to hand tunnel the proposed crossing due to anticipated soil conditions. If the soil conditions at the actual location of the jack and bore operation allow for the use of alternative methods that can be performed more economically, the difference in cost will be returned to the City of Chandler.

Queen Creek Road from Price Road to McQueen Road

ST0623-401

Page 28 of 44

BID ITEM CLARIFICATIONS	
ITEMS	DESCRIPTION
168	(MUD) PRV Station includes all work associated with installation of the Flow Control Station has shown on pages 4,36,37, and 38. All special inspection shall be provided by the City of Chandler. The City of Chandler shall provide all SCADA connections and panels required for the operation of the system. The work includes the installation of all pipe, fittings, conduit, and valves from Station 12+18 to the existing 36" tee at 13+18.53+/- . Existing conduits are to be provided to within 5 feet of the future concrete pad.
169- 186	All backfill for the proposed 16" waterline shall include ABC from 6" below the pipe to 1 ft over the pipe, with native backfill to the surface, except for the line that is located in the intersection of Arizona Avenue, which will have 100% ABC or 1/2 Sack slurry backfill.
188	(MUD) Jack and Bore 16" Water line includes the cost associated with installing the 16" water line under the UPRR tracks. The costs are for hand tunneling in non-cohesive soils. If the actual soils at time of jack and bore allow for the use of alternate methods that can be performed more economically, then the difference will be credited back to the City of Chandler.
217 - 220, 227 - 229	(PW) Street lights, SL-1 Poles and foundations are based on the direction given from COC that foundations are only required if the pole is located in a sodded area, all others to be direct bury poles.
224, 232, 248, 290	2.5" Street light conduit price is based on directional drilling of the 2.5" conduit and the 4" Traffic Signal Conduit in a joint trench on the south side of Queen Creek. Item 286 includes directional drilling of the 4" sch 80 conduit under the UPRR tracks from pull box to pull box.
280	(PW) Temporary Signals (Alma School) includes the cost to install temporary traffic signals on wire, suspended between the existing traffic signal poles, to control the WB traffic during the installation of the RWL from station 100+xx to 553+xx
	(MCDOT) Temporary Signals (Arizona/McQueen) scope has been removed from the GMP Scope based on the City of Chandler closing Queen Creek Road from Arizona Ave to McQueen.
318 - 325	(PW) Striping quantities DO NOT include any cost for restriping the roadway after curing period, per City of Chandler direction. No stripping has been included for the removal or replacement of asphalt items due to the final restripe of the roadway covering these areas.
326 - 340	(MCDOT) Striping includes striping Queen Creek Road per the Aztec set of plans modified by installing permanent paint per City of Chandler standard installation, with thermoplastic used for transverse stripes, crosswalks, stop bars, symbols and holding bars only. All other markings are permanent paint.
347 - 350, 367 - 368 374 - 378	(PW) Landscaping items do not include any cost associated with early procurement of plants to be placed in the nursery for added growth before installation. If this is requested by the city, it will be paid for out of the owners contingency item.
	(MUD) Remove and replace Palm Trees; cost associated with the removal and replacement of palm trees located on the Northeast corner of Alma School and Queen Creek, if impacted by the installation of the 12" RWL and the abandonment of the existing 10" RWL, has been removed from the scope per direction from COC.

## GENERAL CONDITIONS

Item No.	Description	Unit	Quantity	Unit price	Total Price
371.1	PROJECT MANAGER	HR	2,640	\$ 97.02	\$ 256,132.80
371.2	PROJECT SUPERINTENDENT	HR	2,640	\$ 84.15	\$ 222,156.00
371.3	PROJECT ENGINEER	HR	2,640	\$ 66.33	\$ 175,111.20
371.4	PROJECT SECRETARY	HR	2,640	\$ 35.10	\$ 92,664.00
371.5	FIELD OFFICE TRAILER	MO	15	\$ 1,000.00	\$ 15,000.00
371.6	FIELD OFFICE TRAILER (OWNER)	MO	0	\$ 500.00	\$ -
371.7	STORAGE CONTAINERS	MO	15	\$ 500.00	\$ 7,500.00
371.8	FIELD OFFICE & YARD POWER	MO	15	\$ 1,500.00	\$ 22,500.00
371.9	FIELD OFFICE & YARD POWER (OWNER)	MO	0	\$ 1,500.00	\$ -
371.10	FIELD OFFICE TOILET	MO	15	\$ 115.00	\$ 1,725.00
371.11	FIELD OFFICE WATER	MO	15	\$ 220.00	\$ 3,300.00
371.12	CONSTRUCTION YARD FENCE	MO	15	\$ 600.00	\$ 9,000.00
371.13	OFFICE EQUIPMENT & SUPPLIES	MO	15	\$ 1,100.00	\$ 16,500.00
371.14	MISCELLANEOUS OFFICE & YARD DUMPSTERS	MO	15	\$ 1,100.00	\$ 16,500.00
371.15	YARD RENT	MO	15	\$ 2,000.00	\$ 30,000.00
371.16	PROJECT FIELD TOILETS (5 EACH)	MO	15	\$ 575.00	\$ 8,625.00
371.17	PROJECT ICE & DRINKING WATER	MO	15	\$ 600.00	\$ 9,000.00
371.18	RR INSURANCE	LS	1	\$ 10,000.00	\$ 10,000.00
	TOTAL GENERAL CONDITIONS				\$ 895,714.00
	TOTAL GENERAL CONDITIONS PER MONTH	MO	15		\$ 59,714.27

## SUBCONTRACTORS OR VENDORS

Description	Subcontractor or Vendor	Amount	Selection Criteria
Utility Adjustments	Specialty Contractors of Arizona	\$ 64,270.00	Low Bid/Prequalified
Traffic Barricades		\$ 266,295.00	Pulice Estimate
Electrical	Roadway Electric	\$ 1,560,069.00	Low Bid/Prequalified
Fiber Optics	PDI Construction	\$ 94,488.50	Low Bid/Prequalified
Flow Control Station	Felix Construction	\$ 315,565.00	Low Bid/Prequalified
Geotech Services	Ninyo & Moore	\$ 10,700.00	Low Bid/Prequalified
Jack & Bore	Specialized Services Company	\$ 459,040.00	Low Bid/Prequalified
Landscape	Valley Crest	\$ 1,352,890.00	Low Bid/Prequalified
Lime Slurry Stabilization	Asphalt Busters	\$ 20,516.34	Low Bid/Prequalified
Manholes	Preach Masonry	\$ 111,870.00	Low Bid/Prequalified
Saw & Seal	A-Core of Arizona	\$ 19,121.00	Low Bid/Prequalified
Signing	Roadway Electric	\$ 52,371.00	Low Bid/Prequalified
Striping	Highway Technologies	\$ 82,472.00	Low Bid/Prequalified
Survey	DEI	\$ 278,766.00	Low Bid/Prequalified
Tack Coat & Preservative Seal	Cactus Transport	\$ 21,800.00	Low Bid/Prequalified
Aggregate Materials	Insearch Corporation	\$ 1,535,915.00	Low Bid/Prequalified
Asphalt Materials	Rinker Materials	\$ 1,727,104.00	Low Bid/Prequalified
Pipe Materials	Dana Kepner Company	\$ 2,566,602.00	Low Bid/Prequalified
Ready Mix	Rinker Materials	\$ 945,839.00	Low Bid/Prequalified
<b>Total Subcontractors &amp; Vendors</b>		<b>\$ 11,485,693.84</b>	

## EXHIBIT B SCOPE OF WORK

To install a reclaimed water line from the Ocotillo Water Reclamation Plant located south of Queen Creek Road on Old Price Road; connecting with existing reclaimed water lines at McQueen Road and the Airport Water Treatment Plant. We will also be installing a potable water line on Queen Creek Road from a point of tie-in at Arizona Ave to McQueen and sanitary sewer lines through the same area.

After the installation of the underground utilities, the existing roadway will be reconstructed by adding additional lanes both east and west bound along Queen Creek Road from Old Price to Hartford, by reducing the width of the median. Right turn lanes will be added for both eastbound Queen Creek to southbound Price, and southbound Alma School to westbound Queen Creek. Additionally, a traffic signal interconnect will be installed from Old Price road to McQueen Road, along with the relocation of the existing street lights to the outside of the roadway.

Queen Creek Road from Arizona Avenue to McQueen Road will be completely reconstructed into a divided six-lane roadway with a section of PCCP pavement at the McQueen intersection. The entire corridor will be landscaped with the use of salvaged trees and a new irrigation system, including uplighting at palm trees located adjacent to the intersections.

As the CM@R for this project we will self-perform over seventy-four percent of the construction work associated with this scope.

This project will require the relocation of existing utilities between Arizona Avenue and McQueen Road, specifically the overhead 12 kv lines, an overhead 69 kv pole, SRP irrigation canal, Qwest lines, and a new at grade crossing for the Union Pacific Rail Road. All the utilities are to be relocated by the City of Chandler.

### **LIST OF PLANS AND SPECIFICATIONS**

The Guaranteed Maximum Price is based on the following Plans and Specifications:

- 1) Queen Creek Road Reclaimed Transmission Main Project No. WW 0502-401 Dated May 17, 2007 by Engineering and Environmental Consultants, Inc.
  - Plan sheets 1 thru 28.
- 2) Queen Creek Road Reclaimed II Transmission Main Project No. WW 0604-201, 90% Submittal Dated June 13, 2007 by Engineering and Environmental Consultants, Inc.
  - Plan sheets 1 thru 38.
- 3) Queen Creek Road – 16" Waterline Arizona Ave to McQueen Road Project No. WW0609-401, Dated January 9, 2007 by Stantec Consulting Inc.
  - Plan sheets 1 thru 9.
- 4) Queen Creek Road Gravity Sewer Line Arizona Ave to McQueen Road Project No. WW0609-401, Dated January 9, 2007 by Stantec Consulting Inc.
  - Plan sheets 1 thru 9

- 5) Queen Creek Road Arizona Avenue to McQueen Road Project No. TT 087, Dated December 22, 2006 by Aztec Engineering.
  - Face Sheet, page G1
  - General Notes, pages G2 - G3
  - Typical Sections, pages G4 - G5
  - Quantity Summary sheets, pages G6 - G 11
  - Paving plans and profile sheets, pages P1 - P8
  - Detail sheets, pages DE1 - DE6
  - Drainage plan sheets, pages D1 - D7
  - Traffic signal notes, details, plan sheets, and schedules, pages TS1 - TS3
  - Lighting notes and plans sheets, pages LT1 - LT7
  - Signing notes, quantities and plans sheets, pages S1 - S6
  - Pavement marking notes, quantities and plan sheets, pages PM1 - PM5
  - Landscape notes, details and plan sheets, pages L1.1 - L3.1
  - Irrigation details and plan sheets, pages L4.1 – L5.2
  
- 6) Cross Sections for Queen Creek Road – Arizona Ave to McQueen Road Project No TT087, Dated December 22, 2006, pages 1-33 by Aztec Engineering.
  
- 7) Queen Creek Road Improvements Project No. ST0623-201, Dated July 8, 2007 by Sunrise Engineering.
  - Cover sheet, page 1
  - General notes, page GN01
  - Typical sections and details, pages DET01 – DET02
  - Roadway quantity sheet, page RDQTY
  - Horizontal control, pages CNTR01- CNTR02
  - Paving index, page PIND
  - Paving plan and profile, pages P01 – P35
  - Intersection details, page INT01
  - SWPPP plans, pages SWPPP1 – SWPPP4
  - Interconnect and traffic signal key map sheet, page TS-01
  - Traffic signal sheets, pages TS-02 – TS-08
  - Interconnect sheets, pages IC-01 - IC-06
  - Signing and Marking sheets, pages SM-01 – SM-13
  - Street light plans, pages SL-01 – SL-10 (SL-02 Dated July 30, 2007)
  - Landscape plans, pages L-1 – L-56
  
- 8) Construction Special Provisions for the Construction of Queen Creek Road – Arizona Avenue to McQueen Road Project TT-087, Dated August 3, 2006 by Aztec Engineering, pages 1-26.
  
- 9) Technical Specifications City of Chandler Queen Creek Road II Reclaimed Transmission Main, Dated June 13, 2007 90% submittal, by Engineering and Environmental Consultants, Inc., pages TS-1 – TS-34.
  
- 10) Report of Geotechnical Evaluation – Revised MACTEC Project No. 4975-04-8007.06. Improvements to Queen Creek Road Arizona Avenue to McQueen Road MCDOT Job No. TT-087. Prepared by MACTEC Engineering and Consulting Inc. Dated May 10, 2006. Pages 1-15 and Appendices A, B and C.

- 11) Geotechnical Evaluation Queen Creek Road Reclaimed Transmission Main Project No. 601015001, prepared by Ninyo & Moore Geotechnical and Environmental Sciences Consultants. Dated May 17, 2005, pages 1 – 21, figures 1 – 3 and Appendices A and B.
- 12) Geotechnical Evaluation Queen Creek Road Reclaimed Transmission Main II Project No. 601384001, prepared by Ninyo & Moore Geotechnical and Environmental Sciences Consultants. Dated June 7, 2006, pages 1 – 21, figures 1 – 4 and Appendices A and B.
- 13) City of Chandler Pre-Construction Services Construction Manager at Risk Contract No. ST0623-251.
- 14) City of Chandler Pre-Construction Services Construction Manager at Risk Contract No. ST0623-252.

### **LIST OF CLARIFICATIONS AND/OR ASSUMPTIONS**

- 1) List of Clarifications and/or Assumptions included in this Exhibit and/or any of the other GMP Proposal Exhibits shall take precedence over all Contract Agreements, Plans and Specifications and City General Conditions articles and/or provisions.
- 2) Project Duration - CM@RISK agrees to substantially complete the improvements as defined and qualified in this proposal within 435 calendar days. This duration is subject to approved time extensions. The project duration is based on the relocation of the existing 12kv overhead power lines by December 31, 2007, including the underground section.
- 3) GMP Exhibit 6, GMP Schedule - For the purpose of this contract, adverse weather conditions such as average days of rain per month, are assumed to be 1 each per month. A weather-related delay may be claimed on days where rainfall did not actually occur, but follows a day of heavy rain that has impacted the schedule. That is, the first (14) days of weather – related delays will not result in delays to the project schedule. If the project experiences additional weather-related delays beyond this amount, the contractor shall be entitled to a commensurate extension of time associated with the delays and/or a GMP Price adjustment for additional costs associated with but not limited to General Conditions, accelerations, etc...
- 4) GMP Exhibit A Item No. 387, General Conditions – This item is to be compensated for as a Lump Sum. The quantity of 15 months will be used to calculate partial payouts. This item's total price (Lump Sum) is subject to adjustment based on approved changes and/or extensions of time.
- 5) GMP Exhibit A Item Nos. 386, 388, 389, 390 – The CM@Risk's rates for Construction Mark Ups and Fees are set and will be applied to any increases or decreases in the Project's Direct Costs and General Conditions resulting from approved changes in project scope (i.e. change orders).
- 6) GMP Exhibit A Item Nos. 391, 392 Sales Tax (65% of 7.8%) has been calculated on the total costs associated with Running Total # 4. The actual Tax Credit associated with Water Pipe and related Appurtenances material will be credited as they are processed (i.e. Final Measured Quantities and associated Purchases). Based on current plans and estimated material unit pricing (re: GMP Exhibit B, Subcontractor/Supplier Recommendations, qualified waterline material purchases are estimated at \$ 2,408,751 +/-), this Tax Credit is estimated at \$ 122,124 +/-.

Queen Creek Road from Price Road to McQueen Road

- 7) GMP excludes all cost associated with QC/QA (i.e. inspection) Cost, Impact Fees, Utility Fees, Cut Fees, and/or any other permit or fee not detailed in Exhibit A and Related Exhibits. City of Chandler will be paying for all UPRR Flagging and/or inspection directly; any fees paid to UPRR by CM@RISK will be entitled to markups as defined in items 5 & 6 above.
- 8) Exhibit 4 – It is understood that the documents listed (i.e. 90% Plans, etc....) have been used to prepare the GMP. The cost associated with any changes, revisions, additions and/or deletions detailed on the final plans or resulting from changes directed by the COC or its agents will be compensated for and funded through the Owner's Contingency (Item No. 394).
- 9) Work Item Descriptions and Unit of Measure – Item "descriptions" and "unit of measure" included in Exhibits A and A1 shall serve to assist in the clarification of and definition of the scope of work included under each items of work.
- 10) Definition of "Allowances" – Work items that have been designated "Allowance" are a best estimate of the cost of work for which a scope has yet to be confirmed/determined or a unit price finalized. The Quantity and Unit Price values are not guaranteed, and are subject to adjustment by mutual agreement between the City and CM@Risk as the scope and/or price is confirmed. Associated Increases/Decreases in cost will be Funded/Credited from/to the Owner Contingency Item.
- 11) Construction Contingency – Estimate of Construction Contingency has been set at \$613,207.28. CM@RISK reserves the right to utilize Construction Contingency funds for possible material shortages and associated cost increases resulting from material price spikes, delays, under/overruns of quantities, and/or decreased efficiencies.
- 12) All cost associated with Project Quality Control, Permit/Fees, Public Relations, Railroad Flagging, and UPRR temporary crossings or structures will be paid by the City of Chandler either directly or from the Owner Contingency.
- 13) Specialty Subcontractors' Performance and Payment Bonds may be required by CM@RISK on this project. Final approved schedule of Value and Unit Prices will include costs associated with this requirement.
- 14) GMP excludes all costs associated with removing, replacing and/or relocating any; overhead utilities lines, existing SRP irrigation canal, Qwest lines, private irrigation ditches, or other conflicting utilities either overhead or underground. If any work in coordination with the relocation of the existing utilities is required to be performed by CM@RISK the cost for this work will be funded from the Owners Contingency.
- 15) GMP excludes all cost associated with the installation of the "At Grade Crossing" by Union Pacific Rail Road or its subcontractors. The scope of this project will be to tie-into the crossing after it is completed. Maricopa County Department of Transportation and/or The City of Chandler are to provide.
- 16) Dry Utilities – GMP proposal excludes installation of dry utilities other than Street Lighting, Traffic Signal Interconnect, Irrigation Control and Pump Power sources, and Signal Relocation Conduit, or as shown on the project plans listed in section 4 above.
- 17) Hazardous Materials – GMP proposal excludes any and all costs associated with handling and/or disposing of hazardous wastes.

- 18) Hard Dig – GMP proposal excludes any Rock Excavation requiring blasting and/or hydraulic breakers of any kind.
- 19) Traffic Control Requirements - All traffic control will be implemented to the City of Chandler Standards at all times.
- a. Queen Creek Road will be reduced to one lane of traffic in each direction, with both lanes on the south side of the median from Station 100+00 to 553+00 to allow for the installation of the reclaimed water transmission main.
  - b. Old Price Road will be reduced to 1 lane of traffic and flagged during working hours to allow for the installation of the reclaimed water transmission main.
  - c. The intersections of Old Price Road, Price Road, Dobson Road, Earl Drive, Pennington Drive, and Hartford Street with Queen Creek Road will be closed by quadrant to allow the installation of the reclaimed water transmission main during daytime hours.
  - d. The driveway access to the City of Chandler's Waste Transfer Facility and Airport Water Treatment Plant, located on the south side of Queen Creek Road west of McQueen, will be temporarily closed during the placement of the Portland Cement Concrete Pavement for the project.
  - e. Impacts to the Alma School Road area will be reduced during the winter months of September thru April.
  - f. Queen Creek Road from Arizona Ave to McQueen Road will be closed for approximately 7 ½ month duration. Temporary access will be maintained for work, delivery, and/or construction access, and public access.
  - g. If the Queen Creek access to the transfer site and the water treatment plant can be closed to public access for the 6 month duration it will result in a cost savings of \$84,400.
  - h. No uniformed officers will be required at the intersections of McQueen Road or Arizona Avenue and Queen Creek Road during the closure of Queen Creek Road. If uniformed officers are required at these location or other locations adjacent to or related with the work between Arizona Avenue and McQueen Road, the cost will be funded from the Owners Contingency.
- 20) Subcontractor and Supplier Pricing – GMP based on Awarded Subcontractor and Supplier resource values and associated proposal /quote clarifications /inclusions /exclusions /qualifications as included in Exhibit C.
- 21) The Project Schedule GMP Exhibit 6 - is based on agreement of the GMP and the issuing of a Letter of Intent by September 28, 2007 to allow for pipe delivery by November 15, 2007, delays in issuance of the letter could affect the overall project schedule.
- 22) The cost associated with the installation of the reclaimed water transmission main is based on the following assumption: only the crossings of Alma School Road and the Union Pacific Rail Road are being bored all other intersections will be open cut. The

utilities crossing proposed by CM@RISK with the 95% constructability review will be installed; page 13 of 38, 26 of 38, 17 of 28, 18 of 28, 19 of 28.

- 23) The jack and bore prices are based on the geotechnical reports provided and included a worst case basis. If the ground conditions are found to be more cohesive and an alternate method of boring can be utilized any cost savings will be credited to the Owner Contingency Item.
- 24) All underground wet utility installation cost are based upon being able to water jet the bedding material in accordance with MAG Specification 601.4.2.
- 25) Asphalt removal and replacement required for the installation of underground utilities is based on replacing with matching roadway sections or a minimum of: Old Price Road 2" AC on 6" of ABC and Queen Creek 1.5" AC on 2.5" AC on 15" of ABC.
- 26) Work associated with City of Chandler Detail C-110 has been removed from the scope of the GMP as directed by the COC. This GMP does not cover the cost to saw and seal any of the joints where new asphalt and existing asphalt meet, or apply a preservative sealant over any trenches. If this work is deemed necessary then it will be funded from the Owners Contingency.
- 27) Salvaging of the existing palms trees at the northeast corner of Queen Creek and Alma School Road for the installation of the 12" RWL is not covered by the scope of this GMP. If the palms trees require salvaging and/or replacing it will be funded from the Owners Contingency. Additionally, no impact and/or repair to the existing pond at this location is covered within the scope.
- 28) If the City of Chandler determines that Queen Creek Road can not be closed between Arizona Ave and McQueen for the construction, this will be considered a change to the project scope and a Change Order will be issued to CM@RISK. The cost of work associated with maintaining public traffic/access has been removed from this proposal at the request of the City of Chandler. The additional costs are approximately \$ 700,000. A detailed estimate will be provided as part of the Change Order if required.
- 29) We propose to substitute the rubberized asphalt shown on the Aztec set of plans with standard 12.5 mm finish surface asphalt concrete. If this proposal is agreeable there are cost savings of approximately \$ 76,700.00 to item No. 83 of the GMP.
- 30) Per the City of Chandler direction the closure of Queen Creek Road has been schedule and the GMP based on the 7 ½ month duration.
- 31) The work associated with the removal and replacement of the existing roadway located on the south side of Queen Creek Road from station 501+xx – 507+xx has been included. The area has been identified as a section of roadway that is starting to fragment in condition and will require some rehabilitation work. Per City of Chandler directions this GMP covers the scope associated with milling out 1 ½" of existing asphalt for the width of the EB lanes and replacing it with asphalt concrete pavement 1 ½" thick. No additional work is included; any remediation work to the pavement structure will be funded by the Owners Contingency.
- 32) The traffic signals located at the South West corner of Arizona Avenue and Queen Creek are to remain in place. If the equipment at this location is required to be moved it will be a change to the GMP and will be funded from the Owners Contingency.

- 33) The alignment of the reclaimed water line is under redesign currently to move it to the north of the median from Hartford Street to Arizona Ave. If the design changes of the final accepted plans do not reflect this adjustment and the construction impacts the existing median; then the work to restore the median will be funded from the Owners Contingency.
- 34) All excess excavated material will be taken to a City of Chandler Owned property located on the East side of McQueen Road between Queen Creek and Appleby. CM@RISK will knock down the material and leave the area in a smooth condition. No compaction of the material will be performed. The City of Chandler is responsible for the final stabilization of the deposited materials at the completion of the contract. CM@RISK is responsible for environmental compliance during the construction.

**PERFORMANCE BOND**

ARIZONA STATUTORY PERFORMANCE BOND  
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)

**KNOW ALL MEN BY THESE PRESENTS THAT:** \_\_\_\_\_

(hereinafter "Principal"), and \_\_\_\_\_ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto \_\_\_\_\_ (hereinafter "Obligee") in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for construction of **Queen Creek Road from Price Road to McQueen Road CITY PROJECT NO. ST0623-401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
PRINCIPAL SEAL

By \_\_\_\_\_

\_\_\_\_\_  
AGENT ADDRESS

\_\_\_\_\_  
SURETY SEAL

**PAYMENT BOND**

ARIZONA STATUTORY PAYMENT BOND  
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract amount)

**KNOW ALL MEN BY THESE PRESENTS THAT:** \_\_\_\_\_

(hereinafter "Principal"), as Principal, and \_\_\_\_\_ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto \_\_\_\_\_ (hereinafter "Obligee") in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for construction of Queen Creek Road from Price Road to McQueen Road **CITY PROJECT NO.: ST0623-401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
PRINCIPAL SEAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY SEAL

\_\_\_\_\_  
AGENT ADDRESS

**CITY OF CHANDLER, ARIZONA  
CERTIFICATE OF INSURABILITY**

**CITY OF CHANDLER PRIVILEGE TAX LICENSE**

(Refer to Article 6.9, General Conditions; CONTRACTOR'S RESPONSIBILITIES)

**PROJECT NAME: Queen Creek Road from Price Road to McQueen Road**

**PROJECT NUMBER: ST0623-401**

Please attach current certificate per Article 6.9 General Conditions.

CITY OF CHANDLER, ARIZONA  
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

\_\_\_\_\_, Arizona

Date \_\_\_\_\_

**Project Name:** Queen Creek Road from Price Road to McQueen Road  
**Project No.:** ST0623-401

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ \_\_\_\_\_, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

STATE OF ARIZONA     )  
                                  ) SS  
COUNTY OF MARICOPA )

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

CITY OF CHANDLER, ARIZONA  
PUBLIC WORKS DEPARTMENT

CERTIFICATE OF COMPLETION

Project Name: Queen Creek Road from Price Road to McQueen Road  
Project No.: ST0623-401

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. WA0320-402 HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF \_\_\_\_\_  
(Date)

FIRM NAME: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

CERTIFIED BY ENGINEER/CONSULTANT:

\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Firm Name)

---

**PROJECT ACCEPTED BY USER DEPARTMENT**

\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Dept./Div.)

\_\_\_\_\_ Date of Final Walk-Through

**15.4.** \_\_\_\_\_ Date As-Built Received

\_\_\_\_\_ City As-Built Number