



Engineering and Environmental Consultants, Inc.

555 E. River Road, Suite 301 | Tucson, Arizona 85704 | P: 520.321.4625

July 9th, 2018

ATTN: Mr. Dan Spitz, P.E.

Achen-Gardner

550 South 79<sup>th</sup> Street

Chandler, AZ 85226

SEGMENT 1

Re: AG Project No. 3645100

Pima County – 3TPBBS Twin Peaks-Blue Bonnet Road Sewer Project

Fee Proposal for Construction Staking

Dear Mr. Spitz:

Engineering and Environmental Consultants, Inc. (EEC) is pleased to submit this proposal to provide Construction Staking for Segments 1, 2, and 3, for the Twin Peaks-Blue Bonnet Road Sewer (3TPBBS) Project:

EEC proposed the following Construction Staking:

**Segment 1**

- **Project Setup:** Research and compile plans, easements, plats; Create a construction staking base drawing; compute points and generate cut sheets for staking;
- **Set Control:** Set horizontal and vertical control points at an interval no greater than 1,000' for staking the proposed work.
- **Stake and Tie Potholes:** Stake pothole locations as necessary, exact number unknown; Upon completion of the potholes, tie reference points established by contractor; compute and draft underground utilities that were potholed.
- **Stake Sewer Main Line and Manholes:** Stake approximately 10,000' of sewer main at 50' intervals with 2 offsets; Stake approximately 18 sewer manholes with 2 offsets each.
- **Stake ROW limits:** Stake approximately 10,000' of Right-of-Way at 100' intervals on just the east side.
- **Sewer Asbuilts:** Upon construction of the sewer main and manholes, field locate rims and inverts, show manhole location, invert elevations, and grade changes on approved plan set as necessary; submit asbuilts; redline and get asbuilts approved.
- **10% Contingency Allowance:** A 10% contingency is included in the proposal in anticipation of the small unexpected changes in conditions and occasional restake. Any significant changes in condition or changes to the design will not be part of this contingency and will be handled on a case by case basis.

### Segment 2

- **Project Setup:** Research and compile plans, easements, plats; Create a construction staking base drawing; compute points and generate cut sheets for staking;
- **Set Control:** Set horizontal and vertical control points at an interval no greater than 1,000' for staking the proposed work.
- **Stake and Tie Potholes:** Stake pothole locations as necessary, exact number unknown; Upon completion of the potholes, tie reference points established by contractor; compute and draft underground utilities that were potholed.
- **Stake Sewer Main Line and Manholes:** Stake approximately 7,000' of sewer main at 50' intervals with 2 offsets; Stake approximately 14 sewer manholes with 2 offsets each.
- **Stake ROW limits:** Stake approximately 7,000' of Right-of-Way at 100' intervals on both east and west sides.
- **Sewer Asbuilts:** Upon construction of the sewer main and manholes, field locate rims and inverts, show manhole location, invert elevations, and grade changes on approved plan set as necessary; submit asbuilts; redline and get asbuilts approved.
- **10% Contingency Allowance:** A 10% contingency is included in the proposal in anticipation of the small unexpected changes in conditions and occasional restake. Any significant changes in condition or changes to the design will not be part of this contingency and will be handled on a case by case basis.

### Segment 3

- **Project Setup:** Research and compile plans, easements, plats; Create a construction staking base drawing; compute points and generate cut sheets for staking;
- **Set Control:** Set horizontal and vertical control points at an interval no greater than 1,000' for staking the proposed work.
- **Stake and Tie Potholes:** Stake pothole locations as necessary, exact number unknown; Upon completion of the potholes, tie reference points established by contractor; compute and draft underground utilities that were potholed.
- **Stake Sewer Main Line and Manholes:** Stake approximately 8,000' of sewer main at 50' intervals with 2 offsets; Stake approximately 14 sewer manholes with 2 offsets each and one vault with 4 corners offsets and grade hubs
- **Stake ROW limits:** Stake approximately 8,000' of Right-of-Way at 100' intervals on both east and west sides.
- **Sewer Asbuilts:** Upon construction of the sewer main and manholes, field locate rims and inverts, show manhole location, invert elevations, and grade changes on approved plan set as necessary; submit asbuilts; redline and get asbuilts approved.

Mr. Dan Spitz, P.E.  
Achen-Gardner  
July 9th, 2018  
Page 3 of 3

- **10% Contingency Allowance:** A 10% contingency is included in the proposal in anticipation of the small unexpected changes in conditions and occasional restake. Any significant changes in condition or changes to the design will not be part of this contingency and will be handled on a case by case basis.

All construction staking includes travel to the site, equipment, supplies, and office support.

Staking fee schedule is attached and corresponds with the above three segments.

Should you have any questions, please contact me directly at (520) 321-4625 EXT 7303. Thank you for the opportunity to provide this proposal.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Bruce Brown', with a stylized flourish at the end.

Bruce Brown, PLS  
Survey Director

Enclosures

Exhibit A-1: Fee Estimate (Survey During Construction) Pima County Project 3TPBB - Twin Peaks-Blue Bonnet Road Gravity Sewer Project											
TASK	Task Description	Estimated Costs	Estimated Total Hours	PM	AE	Designer	CADD	ADMIN	SURVEY CREW	Expenditure/hrs	
1.0	Segment 1 - Survey During Construction			\$ 175.78	\$ 180.71	\$ 112.16	\$ 98.67	\$ 64.65	\$ 188.34		
1.1	Construction Staking - Control Mts. Main, Poles, ROW	\$ 17,501.49	120	\$ -	\$ 1,448.39	\$ 3,477.89	\$ -	\$ -	\$ -	80	\$ 12,557.30
1.2	AS-Built Survey - Poles, Mts. As-built Drawings	\$ 8,592.94	48	\$ -	\$ 803.65	\$ 1,909.71	\$ 2,757.75	\$ -	\$ -	20	\$ 4,110.64
1.3	Survey Allowance - Segment 1	\$ 2,986.27	21	\$ -	\$ 321.42	\$ 448.75	\$ 590.01	\$ -	\$ -	12	\$ 1,500.59
	Sub-Total Task 1	\$ 29,080.71	209	\$ -	\$ 2,573.46	\$ 4,936.35	\$ 3,347.77	\$ -	\$ -	112	\$ 18,668.52
2.0	Segment 2 - Survey During Construction										
2.1	Construction Staking - Control Mts. Main, Poles, ROW	\$ 15,691.40	108	\$ -	\$ 1,448.39	\$ 3,477.89	\$ -	\$ -	\$ -	60	\$ 10,757.12
2.2	AS-Built Survey - Poles, Mts. As-built Drawings	\$ 8,456.92	65	\$ -	\$ 803.65	\$ 1,909.71	\$ 2,389.08	\$ -	\$ -	27	\$ 4,676.16
2.3	Survey Allowance - Segment 2	\$ 7,574.54	35	\$ -	\$ 241.07	\$ 448.75	\$ 590.01	\$ -	\$ -	10	\$ 1,253.40
	Sub-Total Task 2	\$ 28,722.86	192	\$ -	\$ 2,493.11	\$ 4,936.35	\$ 3,624.83	\$ -	\$ -	97	\$ 16,686.70
3.0	Segment 3 - Survey During Construction										
3.1	Construction Staking - Control Mts. Main, Poles, ROW	\$ 10,006.04	110	\$ -	\$ 1,448.39	\$ 3,477.89	\$ -	\$ -	\$ -	70	\$ 11,883.80
3.2	AS-Built Survey - Poles, Mts. As-built Drawings	\$ 5,530.29	48	\$ -	\$ 803.65	\$ 1,909.71	\$ 2,389.08	\$ -	\$ -	13	\$ 2,958.42
3.3	Survey Allowance - Segment 3	\$ 1,894.93	17	\$ -	\$ 208.92	\$ 448.75	\$ 590.01	\$ -	\$ -	8	\$ 1,439.06
	Sub-Total Task 3	\$ 23,831.30	175	\$ -	\$ 2,460.96	\$ 4,936.35	\$ 3,624.83	\$ -	\$ -	91	\$ 14,507.28
	Total Fee	\$ 79,506.47	673	\$ -	\$ 7,360.52	\$ 13,960.84	\$ 8,308.01	\$ -	\$ -	315	\$ 49,877.10

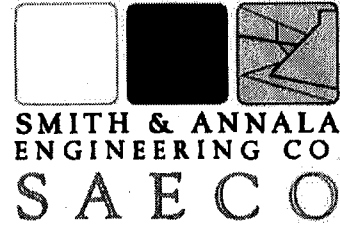
**Selected Vendors**

<b>SAECO</b>	<b>Smith &amp; Annala Engineering Company</b>
Contact:	Jonathan Alexander
Mobile:	(520) 237-8937
Email:	alexander@saecosafe.com
Address:	3860 South Palo Verde Road Suite 315 Tucson, AZ 85714

**Quote Folder:** QC QUALITY CONTROL

<b>Biditem</b>	<b>Activity</b>	<b>Resource</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Extension</b>
1044	2102500	4QC	TESTING	1.00	LS	68,560.0000	68,560.00
<b>Quoted Amount:</b>							68,560.00
<b>Plugged Amount:</b>							

<b>Vendor Total:</b>	68,560.00
----------------------	-----------



July 3, 2018

Attention: Jason DeCarlo  
Achen-Gardner Construction  
2425 W. Wave Hill Ct.  
Tucson, AZ 85705  
[jdecarlo@achen.com](mailto:jdecarlo@achen.com)

SEGMENT 1

Construction Materials Testing Proposal  
Blue Bonnet-Twin Peaks Gravity Sewer Project  
Construction Phase – Segments 1, 2, and 3  
Proposal PC29.18.059, Rev 0

Smith & Annala Engineering Co. (SAECO) is pleased to provide this proposal for construction materials testing services for the Construction Phase of Segments 1, 2, 3 of the Twin Peaks-Blue Bonnet Gravity Sewer project in Marana and Pima County, Arizona. SAECO has developed this proposal based upon our understanding of the project from the design-build submittal stage, from the preliminary schedule developed by Achen-Gardner and our experience on similar projects.

#### SAECO QUALIFICATIONS

SAECO's office in Tucson, Arizona, has been open since 2012 and holds the following accreditations/approvals:

- AASHTO Accreditation (formerly AMRL) for Soils and Asphalt
- CCRL Accreditation for Concrete
- ADOT Approved Laboratory
- US Army Corps of Engineers Validated Laboratory

#### PROJECT DESCRIPTION

The project consists of the construction of a new gravity sewer line from the Twin Peaks and Tangerine Intersection to the intersection of Hartman and Cortaro Farms Road. The project will include a new gravity sewer line up to 28 feet deep with manholes. We have assumed there will be 1 new manhole for every 400 lineal feet of sewerline. Design is currently underway on the project and we have based our estimate on the preliminary design and schedule.

Geotechnical  
Environmental  
Construction QA/QC

SAECO  
3860 S. Palo Verde Road,  
Suite 315  
Tucson, Arizona 85714

## **CONSTRUCTION MATERIALS TESTING SCOPE OF WORK**

### **Earthwork**

SAECO will provide an Engineering Technician to perform sampling and testing of subgrade and backfill. Soil materials will be tested for Proctor (ARIZ 225). Field testing will be performed using a nuclear density gauge (ARIZ 235) with a rock correction (ARIZ 227d). Bedding sand will be tested for sieve, plasticity index, pH and resistivity, and sampled on a monthly basis.

Soils and aggregate requiring laboratory testing will be sampled and delivered to our laboratory in Tucson, Arizona.

### **Cast-In-Place Concrete**

SAECO will provide an Engineering Technician to perform sampling and testing of wet concrete used for manhole bases. Materials will be sampled following ASTM C31. Concrete will be sampled for temperature, slump, air content, and fabrication of compressive strength specimens. Five test cylinders will be obtained for each set, with 1 tested at 7-days, 3 at 28-days, and 1 specimen held.

Concrete samples will be delivered to our laboratory in Tucson, Arizona, and cured until testing.

## **COST ESTIMATE**

For purposes of our estimate we have assumed:

- A concrete sample will be taken for each manhole base concrete placement
- The contractor will work 10 hours per day on Segment 2, and 8 hours per day on Segments 1 and 3.
- One Proctor will be needed per 1,000 linear feet of trench
- A sieve, pH, and resistivity test will be performed each month on the bedding sand
- Our Project Manager will average 3 hours per week
- Our Professional Engineer will average 0.5 hours per week

## Segment 2

Segment 2 construction is planned to start in mid-September 2018 and complete by the end of 2018. It is approximately 7,000 feet in length.

<i>Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Engineering Technician, per hour	800	\$59.00	\$47,200.00
Vehicle Charge	80	\$50.00	\$4,000.00
Proctor (ARIZ 225)	7	\$105.00	\$735.00
Sieve Analysis (ASTM C136)	4	\$75.00	\$300.00
pH and Resistivity (ARIZ 236d)	4	\$85.00	\$340.00
Concrete Compressive Strength, per set	18	\$80.00	\$1,440.00
Project Manager, per hour	48	\$90.00	\$4,320.00
Professional Engineer, per hour	8	\$130.00	\$1,040.00
<b>Subtotal, Segment 2</b>			<b>\$59,375.00</b>

## Segment 3

Segment 3 construction is planned to start in February 2019 and complete by the end of May 2019. It is approximately 7,800 feet in length.

<i>Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Engineering Technician, per hour	680	\$59.00	\$40,120.00
Vehicle Charge	85	\$50.00	\$4,250.00
Proctor (ARIZ 225)	8	\$105.00	\$840.00
Sieve Analysis (ASTM C136)	4	\$75.00	\$300.00
pH and Resistivity (ARIZ 236d)	4	\$85.00	\$340.00
Concrete Compressive Strength, per set	20	\$80.00	\$1,600.00
Project Manager, per hour	51	\$90.00	\$4,590.00
Professional Engineer, per hour	8.5	\$130.00	\$1,105.00
<b>Subtotal, Segment 3</b>			<b>\$53,145.00</b>



### Segment 1

Segment 1 construction is planned to start in August 2019 and complete by mid-December 2019. It is approximately 9,600 feet in length.

<i>Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Engineering Technician, per hour	880	\$59.00	\$51,920.00
Vehicle Charge	110	\$50.00	\$5,500.00
Proctor (ARIZ 225)	10	\$105.00	\$1,050.00
Sieve Analysis (ASTM C136)	5	\$75.00	\$375.00
pH and Resistivity (ARIZ 236d)	5	\$85.00	\$425.00
Concrete Compressive Strength, per set	24	\$80.00	\$1,920.00
Project Manager, per hour	66	\$90.00	\$5,940.00
Professional Engineer, per hour	11	\$130.00	\$1,430.00
<b>Subtotal, Segment 1</b>			<b>\$68,560.00</b>

Our estimated total for the project is \$181,080.

A minimum charge of 3 hours for all field services applies. An overtime rate of 1.25 times the normal rate will be applied only for weekends or holidays.

SAECO appreciates the opportunity to provide a proposal for these services. We anticipate Achen-Gardner will provide a contract for this work. We look forward to continue working with you on this project.

Sincerely,

Jonathan  
Alexander, P.E.

Digitally signed by Jonathan  
Alexander, P.E.  
Date: 2018.07.03 15:27:00 -0700

Jonathan K. Alexander, P.E.  
Senior Project Engineer

\*\*\*

**Selected Vendors**

<b>KANEEN</b>	<b>KANEEN</b>
Contact:	Kathy Jirchle
Email:	kathy@kaneenpr.com

**Quote Folder:** PUBLICOUTR PUBLIC OUTREACH

<b>Biditem</b>	<b>Activity</b>	<b>Resource</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Extension</b>
1042	2102700	4PUBLIC	PUBLIC OUTREACH	1.00	LS	30,000.0000	30,000.00
<b>Quoted Amount:</b>							30,000.00

**Plugged Amount:**

<b>Vendor Total:</b>	<b>30,000.00</b>
----------------------	------------------

# SEGMENT 1

ASSUMPTION = \$ 30,000.<sup>00</sup>  
ALLOCATION



## Pima County Design Build Services - Twin Peaks-Blue Bonnet Road Gravity Sewer Project (3TPBBS)

Public Outreach - Assumes 18 Months

7/3/2018

### ESTIMATE OF MANHOURS

Task	Project Planner/Manager	Designer/Arch	Public Relations Coordinator	Clerical	Total Hours	Total Labor Costs	Direct Expenses	Total Costs
	\$125	\$100	\$80	\$50				\$ 110,726.00
1. Team Meetings, Project Planning and Weekly Construction Meetings	180	0	75	5	260	\$29,800	\$ 50.00	\$ 29,850.00
2. Property Owner Outreach (Assumes 10 meetings, one-on-one outreach, on-site meetings, etc)	30	5	10	2	47	\$5,250	\$ 300.00	\$ 5,550.00
3. Stakeholder Outreach (Assumes 5 meetings to include businesses, Neighborhood Associations, Emergency Services, etc)	20	5	5	3	33	\$3,600	\$ 150.00	\$ 3,750.00
4. Elected Official s Briefings/Response to Inquiries	10	2	5	1	18	\$1,950	\$ 150.00	\$ 2,100.00
5. Media Outreach and Coordination	20	0	10	5	35	\$3,650	\$ 250.00	\$ 3,900.00
6. Traffic Alerts (Assumes Weekly Alerts)	85	10	30	5	130	\$14,875	\$ 1,100.00	\$ 15,975.00
7. Constant Contact Database / Project Information Line (Split with other RWRD Projects when possible)	65	0	20	20	105	\$10,825	\$ 2,000.00	\$ 12,925.00
8. Outreach Materials (May include fact sheets, maps, letters, etc)	20	15	20	5	60	\$6,050	\$ 950.00	\$ 7,000.00
9. TSM Meetings (Assumes 1 - coordination and attendance)	10	4	8	0	22	\$2,670	\$ 525.00	\$ 3,195.00
10. Website Updates and Maintenance	36	10	30	15	91	\$8,950	\$ 500.00	\$ 9,450.00



**Pima County Design Build Services -  
Twin Peaks-Blue Bonnet Road Gravity Sewer Project (3TPBBS)**

**Public Outreach - Assumes 18 Months**

7/3/2018

**ESTIMATE OF MANHOURS**

Task	Project Principal/Manager	Designer/Artist	Public Relations Coordinator	Clerical	Total Hours	Total Labor Costs	Direct Expenses	Total Costs
	\$125	\$100	\$90	\$50				\$ 110,725.00
11. Public Open Houses (Assumes 1)	36	10	12	0	64	\$6,880	\$ 3,450.00	\$ 10,330.00
12. Project Management	40	0	25	0	65	\$7,250	\$ 50.00	\$ 7,300.00
<b>TOTAL</b>	<b>582</b>	<b>61</b>	<b>250</b>	<b>73</b>	<b>938</b>	<b>\$101,250</b>	<b>\$ 9,475.00</b>	<b>\$ 110,725.00</b>

**Selected Vendors**

<b>VULMA1</b>	<b>Vulcan Materials</b>
Contact:	Mark Higgins
Mobile:	(520) 405-2690
Email:	higginsm@vmcmail.com
Address:	2526 E. University Dr. Phoenix, AZ 85034
Notes:	AGGREGATES; ASPHALT SUPPLIER; CONCRETE SUPPLIER

**Quote Folder:** ASPHALT ASPHALT

<b>Biditem</b>	<b>Activity</b>	<b>Resource</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Extension</b>
		2ARAC	ARAC RUBBER ASPHALT		TN	210.0000	
		2COLDMI	COLD MIX	25.00	TN	95.0000	2,375.00
<b>Quoted Amount:</b>							2,375.00
<b>Plugged Amount:</b>							

<b>Vendor Total:</b>	<b>2,375.00</b>
----------------------	-----------------

# Quotation



Attn: Mike Cruse

Quote Name:  
Quote #:

TWIN PEAKS BLUE BONNET SEWER SEGEEI  
378709

ACHEN-GARDNER CONSTRUCTION LLC  
550 SOUTH 79TH STREET  
CHANDLER, AZ 85226  
Acct#: 213235

BLUE BONNET RD & TANGERINE RD  
MARANA, AZ 85658

Date: Friday, December 7, 2018  
Quote Created: Wednesday, December 5, 2018  
Effective From: Tuesday, December 11, 2018  
Quote Expiration: Friday, January 11, 2019  
Price Expiration: Friday, January 4, 2019

Sales Rep: Mark Higgins  
10100 West Avra Valley Rd.  
MARANA, AZ 85653  
Phone: 520-405-2690  
Fax: 520-806-0500  
Email: higginsm@vmcmail.com

## Special Instructions:

Your hourly trucking charge portal to portal is \$110 per hour.

SEGMENT 2

ADOT Index will apply as of December 2018

Vulcan will not be held responsible for a specific time or rate of delivery. Vulcan does not guarantee availability of aggregate or asphalt trucks. Trucking rates are good for 30 days from the date of this bid. You are allowed 10 min unload time for aggregate and 20 min unload time for asphalt. Standing time will be charged at a rate of \$1.80 per min. The haul rates are based on a 24 ton minimum. Standby time will be figured daily on a per truck basis broken out by jobsite time. All trucking rates are from local Tucson Truckers. If Trucking comes from Phoenix the rates will change. Vulcan reserves the right to postpone or cancel any quotes, current jobs or accepted deliveries at any time. These prices are good during regular business hours Monday thru Friday from 6am to 4pm. If you require the asphalt plant to be open before or after our regular business hours, you will be charged \$350.00 per hour for overtime fees. We require a minimum of 100 tons ordered to open the asphalt plant. Opening fee for asphalt plant will be \$2,000.00 if less than 100 tons are ordered. Opening fee for after regular business hours or Saturday is \$2,000.00; Opening fee for Sunday is \$2,500.00. Please add a \$3.00 Environmental Fee per load. There is a tremendous amount of work being put out for bid, some may have overlapping time requirements, and equipment available locally may become greatly impacted. We will strive to meet your hauling needs but truck availability will depend on prior scheduling.

Oil prices are volatile. Price on Asphalt is only good for 60 days. Prices are subject to change due to drastic cost changes in aggregate or oil components used in asphalt.

## ASPHALT

Plant	Product Name	Product #	Qty	U/M	F.O.B. Plant Per Unit
MARANA HMA	PAG 2 Arterial	31155N	1,281	Tons	\$55.00
MARANA HMA	PAG 2 Arterial 15% RAP	35153N	1	Tons	\$53.00
ORANGE GROVE HMA	3/8 COLD MIX SC-250	456800	100	Tons	\$95.00

25 tons @ \$95.00 ea  
= \$2,375.00



**Other Charges**

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

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB plant as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Sales Representative: \_\_\_\_\_

Date: \_\_\_\_\_

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

## GENERAL TERMS AND CONDITIONS

### PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived. Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

### THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

### SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

### CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

### INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <http://www.marsh.com/mci/cdn/D156>.

### EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

### CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

### APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its Mountain West Division in Phoenix, Arizona, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

### LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**



**Selected Vendors**

<b>CEMINI</b>	<b>CEMEX Inc</b>
Contact:	Jose
Phone:	(602) 416-2735
Fax:	(520) 572-5775
Mobile:	(602) 809-1084
Email:	jose.quintero@cemex.com
Address:	5555 East Van Buren Street Suite 155 Phoenix, AZ 85008
Notes:	AGGREGATES, ASPHALT SUPPLIER, CONCRETE SUPPLIER

**Quote Folder: AGGREGATES AGGREGATES**

Biditem	Activity	Resource	Description	Quantity Unit	Price	Extension
		246RIPRA	4" - 6" RIP RAP	150.00 CY	35.0000	5,250.00
		2AGABC	MAG ABC	1,400.17 TN	10.0000	14,001.70
		2AGTRAC	TRAC OUT ROCK 1-3"	130.00 TN	18.0000	2,340.00
		2BEDDIN	PIPE BEDDING SAND PER RWRD	6,363.50 TN	8.0000	50,908.00
		2FUELSU	FUEL SURCHARGE	397.00 EA	10.0000	3,970.00
		2MAGAB	MAG ABC	2.00 TN	10.0000	20.00
1130	2700005	2ENVIRO	AC OVERLAY PVMT. MOD TYPE 1	1.00 EA	5.0000	5.00
1200	2700005	2ENVIRO	FURNISH AND INSTALL 15" SDR 35	312.00 EA	5.0000	1,560.00
1205	2700005	2ENVIRO	FURNISH AND INSTALL 16" C-900 (	55.00 EA	5.0000	275.00
1210	2700005	2ENVIRO	FURNISH AND INSTALL 15" SDR 35	29.00 EA	5.0000	145.00
<b>Folder Total:</b>						<b>78,474.70</b>

**Quote Folder: REDIMIX REDI MIX**

Biditem	Activity	Resource	Description	Quantity Unit	Price	Extension
		2CRMAG1	1/2 SACK CLSM	1,470.00 CY	84.5000	124,215.00
		2CRMAG	MAG B CONCRETE	133.00 CY	100.5000	13,366.50
		2CRMAG	GROUT	CY	80.0000 P	
		2CRSHOR	CONCRETE SHORT LOAD FEE	15.00 EA	100.0000	1,500.00
		2CRSL1-2	SHORT LOAD CHARGE 1<2 CY	EA	100.0000	
		2ENVIRO	ENVIRONMENTAL FEE FOR REDI	147.00 EA	20.0000	2,940.00
		2ENVROC	ENVIRONMENTAL FEE CONCRETE	12.00 EA	20.0000	240.00

**Folder Total:** 142,261.50

**Quoted Amount:** 220,736.20

**Plugged Amount:**

**Vendor Total:** 220,736.20

**Note:**

A "P" beside a price indicates a plug price.



**Quotation 0021110269**

Revision no. 6

**SELLER:** CEMEX Construction Materials South, LLC

**Date:** 07/10/2018

**Offer expires:** 03/31/2019

**Sales Office:** Tucson  
**Sales Employee:** VICTOR VILLASENOR

**Terms of Sale:** 1% 15th, net 20th

**Delivery Terms:** Delivered

**Customer Job #:**

P.O.BOX 540  
CORTARO, AZ 85652  
520-572-5775  
520-572-5796 (fax)

**Prepared for:** 0003033003  
ACHEN-GARDNER CONSTRUCTION LLC  
550 S 79TH ST  
CHANDLER AZ 85226-4706  
USA

**Ship To:** 0050221532  
TWIN PEAKS BLUE BONNET SEWER  
ACHEN-GARDNER CONSTRUCTION LLC  
BLUE BONNET RD. BTWN CORTARO & TANG  
TUCSON AZ 85743  
**Bill To:** 0003033003  
ACHEN-GARDNER CONSTRUCTION LLC  
550 S 79TH ST  
CHANDLER AZ 85226-4706  
USA

**Project Name:** BLUE BONNET SEWER SEG1

THE PRICES STATED HEREIN ARE BASED ON THE ATTACHED STANDARD TERMS AND CONDITIONS, WHICH SHALL CONTROL AND TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS TO THE CONTRARY IN ANY PURCHASE ORDER OR OTHER DOCUMENT.

**Transmittal Message:**

**SPECIAL PROVISIONS INCLUDE:**

\*\*\*\*\*QUOTE VALID FOR 30 DAYS ONLY\*\*\*\*\*

PRICES QUOTED FROM CEMEX- TUCSON (520) 572-5770

PLEASE ADD \$12.50 PER YARD APRIL 1, 2019

When pricing is long forgotten# Quality will be long remembered!!!

\*\*Circumstances beyond Cemex's control, there may be a shortage of flyash in Southern Arizona. Prices may spike and Cemex's will be forced to pass along the increased cost to all projects. \*\*

Due to unexpected or unavoidable shortages in the supply of raw materials, CEMEX shall not be held liable for consequential damages, delay damages, or other claims on account of an inability to fulfill concrete orders.

All cost associated in keeping concrete within ASTM specifications of temperature control is the responsibility of the contractor once concrete leaves the batch plant.

Additional retarders or accelerators available upon request

Should the Purchaser choose not to purchase temperature control measures, the Purchaser shall assume all liability for rejected concrete due to

Non-compliant concrete temperature.

Chilled Water \$1.50 per yard  
Hot Water \$1.50 per yard  
Ice \$.50 per lb.

Entered by: RBVILLASENOR

Document date: 07/10/2018



**Quotation 0021110269**

**Prepared for:**

**ACHEN-GARDNER CONSTRUCTION LLC**

This price quotation/contract if accepted is subject to CEMEX Standard Terms and Conditions. This offer is subject to revision if not accepted within 30 days. All previous revisions are now null and void.

**SUBMITTALS REQUIRE:**

1.) A MINIMUM OF 48-HOURS FROM TIME OF REQUEST BY CUSTOMER (MAY TAKE LONGER DEPENDING ON COMPLEXITY OF SPECIFICATIONS)

2.) CUSTOMER-PROVIDED COMPLETE, FINAL APPROVED SPECIFICATIONS FOR MATERIALS REQUIRED. IF NO SPECIFICATIONS ARE PROVIDED, A SUBMITTAL WILL BE PREPARED AT CUSTOMER DIRECTION, HOWEVER IN THE EVENT THE SUBMITTAL IS REJECTED, SPECIFICATIONS WILL BE REQUIRED PRIOR TO ANY ADDITIONAL SUBMITTAL BEING PREPARED.

4.) ANY MIX REQUIRING TRIAL BATCHING WILL DELAY POUR AVAILABILITY BY A MINIMUM OF 35-DAYS AND MAY BE LONGER DEPENDING ON REQUIREMENTS AND RESULTS. ANY DELAY CAUSED BY TRIAL BATCHING IS THE SOLE LIABILITY OF BUYER.

POINT OF DISCHARGE IS AT THE BACK END OF THE READY-MIX TRUCK. THIS IS TO INCLUDE ANY MEASUREMENT OF THE AIR CONTENT AND SLUMP.

Seller reserves the right to:

1) increase prices on any quotes or accepted orders without notice to reflect any raw material cost increases or surcharges incurred by the seller and

2) Defer or cancel any quotes or accepted orders in the event seller becomes delayed or prevented from performing due to shortage or allocations of raw materials.

Seller shall not be liable to buyer for any damages incurred by buyer as a result of any such delay or cancellation.

\* CEMEX-TUCSON OPERATIONS RESERVES THE RIGHT TO ADJUST PRICES FOR ANY INCREASES TO US BY OUR RAW MATERIAL SUPPLIERS.

PLEASE NOTE THE EXPIRATION DATE ON THIS MATERIAL QUOTATION.

IF THERE ARE ANY QUESTIONS OR TO FURTHER DISCUSS THE SCOPE OF THIS PROJECT, PLEASE CONTACT THE SALESPERSON LISTED ON THIS MATERIAL QUOTATION.

Delivery Charges RM: If Component Pricing is used for jobsite Short Load fees do not apply.

4 < 6 yds. = \$100.00

2 < 4 yds. = \$125.00

1 < 2 yds. = \$150.00

Delivery Charges AGG:

< 20ton = \$100.00

Wait Time Charges: Excess minutes on job over free unload = \$2.00 per min

Free unload time: RM = 4 min/yard/ 40 minutes max per load. AGG = 5 min/load

ENVIROMENTAL COMPLIANCE FEE OF \$20.00 PER LOAD WILL BE CHARGED.

PLEASE CONTACT YOUR SALES REPRESENTATIVE TO DISCUSS THE \$25.00 BUCKET WASHOUT FEE.

COLOR WASH OUT FEE: PER LOAD FEE OF \$20.00 WILL APPLY TO ALL COLOR LOADS TO ACCOUNT FOR ALL COSTS ASSOCIATED WITH ADDITIONAL WASHOUT TIME OF THE READY MIX TRUCK UPON RETURN TO

Entered by: RBVILLASENOR

Document date: 07/10/2018



Quotation 0021110269

Prepared for:  
ACHEN-GARDNER CONSTRUCTION LLC

THE PLANT.

PLANT OPENING AND OFF HOURS FEE: SATURDAY, SUNDAY AND OFF-HOUR OPENING FEES WILL BE QUOTED UPON REQUEST.

EFFECTIVE MARCH 1, 2013 A \$6.00 PER CUBIC YARD PREMIUM WILL BE CHARGED FOR ALL SATURDAY DELIVERIES.

\* Prices are quoted for delivery: Summer Hours are between 3:00 am to 1:00 pm / Winter Hours am to 3 pm. Monday through Friday excluding Holidays. Off Hours Service can be quoted upon request.

5

QUOTED PRICES DO NOT INCLUDE SATURDAY, SUNDAY OR HOLIDAY SHIPMENTS NOR DOES IT INCLUDE ANY OFF HOUR OR OVERTIME SHIPMENTS. THIS QUOTE WILL BE HONORED UNTIL THE ABOVE-NOTED EXPIRATION DATE.

INVOICES ON APPROVED CREDIT WILL CARRY A 1% DISCOUNT IF PAID BY THE 15TH OF THE MONTH FOLLOWING PURCHASE AND ARE DUE NET 20 DAYS. BEYOND THESE TERMS, A FINANCE FEE OF 18% WILL BE APPLIED TO ANY OUTSTANDING BALANCE.

WE THANK YOU FOR THE OPPORTUNITY TO SUBMIT A MATERIAL QUOTE AND LOOK FORWARD TO SERVING YOUR CONCRETE AND AGGREGATE NEEDS.

Item	QTY	Material	Description	Price	Per UOM	Total
10	1,157.000 YD3	1332773	MAG #57 0.5 sk CLSM SEC 728	72.00	1 YD3	83,304.00
20	152.000 YD3	1588396	#57 2,500 CL B	88.00	1 YD3	13,376.00
30	130 PC	1202749	ENVIRONMENTAL FEE-RM	20.00	1 PC	2,600.00
			This is a per load fee			
40	130 PC	1247818	FUEL SURCHARGE ADJ-RM	17.00	1 PC	2,210.00
			This is a per load fee			
50	1,000.000 TON	1307799	PAG SPEC ABC	10.00	1 TON	10,000.00
			THIS MATERIAL IS A PAG SPEC MATERIAL.			
			F.O.B. PRICE FOR THIS MATERIAL PICKED UP AT OUR APEX PLANT IS \$6.50 PER TON.			
60	5,000.000 TON	1331893	WASTE WATER BEDDING MAT.	8.00	1 TON	40,000.00
			F.O.B. PRICE FOR THIS MATERIAL PICKED UP AT OUR APEX PLANT IS \$4.25 PER TON.			
70	60.000 TON	1183904	TRACK OUT ROCK	18.00	1 TON	1,080.00
			F.O.B. PRICE FOR THIS MATERIAL PICKED UP AT OUR APEX PLANT IS \$15.00 PER TON.			
80	205 PC	1247818	FUEL SURCHARGE ADJ FOR AGGREGATES	10.00	1 PC	2,050.00
			This is a per load fee			



Quotation 0021110269

Prepared for:  
ACHEN-GARDNER CONSTRUCTION LLC

Item	QTY	Material	Description	Price	Per UOM	Total
90	205 PC	1575860	ENVIRONMENTAL FEE - AGGREGATE-SOUTHE This is a per load fee	5.00	1 PC	1,025.00
100	20 EA	1401338	MIXED LOAD TIPPING FEE - LOAD TIPPING FEE IS THE DUMP FEE, CONCRETE WITHOUT REBAR, ASPHALT, AND INERT MATERIAL ACCEPTED AT OUR TANGERINE PLANT ONLY. CUSTOMER IS RESPONSIBLE FOR THEIR OWN TRUCKS TO HAUL DEBRIS/INERT MATERIAL.	10.00	1 EA	200.00

Quotation Total 155,845.00

**SALES TAX NOT INCLUDED**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2019  
upon Seller's attached Standard Terms and Conditions.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TAX EXEMPT** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

**STANDARD TERMS AND CONDITIONS**

1. **PARTIES.** Buyer ("Buyer") acknowledges, understands and agrees that, by accepting this Quotation ("Quotation") it shall be bound by the Standard Terms and Conditions set forth herein and that said Standard Terms and Conditions shall be enforceable against Buyer by CEMEX Construction Materials South, LLC and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers ("Seller"). Buyer's Credit Application, if any, this Quotation including these Standard Terms and Conditions, and Seller's order confirmation, if any, shall form the sole agreement ("Agreement") under which Buyer shall purchase goods, materials and services ("Materials") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the terms and conditions contained herein. Any different or additional terms or conditions contained in Buyer's acceptance of this offer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Seller's authorized representative.
2. **APPLICABILITY.** This Agreement is made between Buyer and Seller. All the terms and conditions herein are intended to and shall apply to all purchases of the Materials set forth in this Quotation.
3. **BUYER REPRESENTATIONS.** Buyer represents to Seller that, as of the date of this Agreement, it is solvent and that any financial information provided or attached, either as part of this Agreement or previously provided with Buyer's Credit Application, if any, accurately reflects the current financial condition of Buyer. If at any time Seller deems the financial condition of Buyer as unsatisfactory, Seller reserves the right to require payment in full in advance or other security satisfactory to Seller. Buyer further warrants and represents that it has authority to enter this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Buyer. Each representation and the information contained herein is material and given to induce the Seller to provide credit.
4. **TECHNICAL ASSISTANCE.** In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.
5. **LIMITED WARRANTY AND LIABILITY DISCLAIMER.** Seller warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in this Quotation, if any, and shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery thereof. No other express warranties are made with respect to said Materials. Acceptance by Buyer of the Materials shall constitute confirmation by Buyer that the Materials meet the description and specifications, if any, set forth in this Quotation. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the Materials sold hereunder, to repair or to replace any nonconforming Materials. Seller shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Seller warrants that the use or sale of the Materials will not infringe on the claims of any United States patent covering the Materials, but Seller does not warrant against infringement by reason of the use of the Materials in combination with other materials, goods, or manufacturing processes.
6. **CLAIMS.** Buyer's exclusive procedure for commencing claims under this Agreement against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of Materials must be given to Seller promptly upon discovery and must be supported in writing within seven (7) days after discovery to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice shall constitute a waiver by Buyer of its right to later make such a claim. No claims shall be allowed after the Materials purchased hereunder are incorporated, modified or processed by Buyer in any manner.
7. **LIMITATION OF LIABILITY.** Seller's liability on any claim for loss or damage arising out of the supplying of any Materials to Buyer, or their sale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price of the Materials actually received from Buyer by Seller with regard to which such claim for loss or damage is made. In no event shall Seller be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages including, but not limited to, loss of profits or revenue, loss of use of the Materials or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages.
8. **INDEMNIFICATION BY BUYER.** To the fullest extent permitted by law, Buyer further agrees that, in specific consideration for receiving the express warranty granted by Seller in paragraph 5 above, it will indemnify and hold harmless Seller from and for any and all damages, including attorney's fees and costs, incurred by Seller in connection with any claim, demand, liability, or cause of action asserted against Seller for personal injuries, loss of life, property damages, or economic losses of Buyer or its employees, agents, representatives or any other person or entity in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Seller.
9. **DELIVERY AND INDEMNIFICATION.** Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street or frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter upon private property to make delivery on site, Buyer shall be responsible to provide safe and adequate access and such delivery shall be at the risk of Buyer. Following delivery, Buyer shall be responsible for compliance with all governmental regulations and ordinances with regard to disposal, storage or placement of the same and shall indemnify and hold Seller harmless against all claims for personal injuries, including death, and any damage to private or public property arising from the delivery, storage, use, disposal or handling of said Materials. Unless otherwise specifically agreed, shipments will be made only during normal business hours, but not on Saturdays, Sundays, or holidays recognized by Seller or labor unions under contract with Seller. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may, at its sole option and without prejudice to any of its other remedies: (i) postpone further deliveries or shipments until such default is remedied; or (ii) terminate any and all obligations under any contract or obligation and refuse further performance without any liability to Buyer.
10. **DELIVERY SITE CONDITIONS.** Seller reserves the right to determine whether the site for delivery requested by Buyer is suitable for such delivery and Seller may refuse to deliver to a site if Seller is of the opinion that delivery would be unsuitable or unsafe. Buyer shall be responsible for all costs and damages incurred where, in the sole opinion of Seller, adequate access for delivery cannot be obtained. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets.
11. **SURCHARGES.** Seller reserves the right to charge a fuel surcharge, raw materials surcharge or other surcharges that may apply. Any fuel surcharge will be calculated from the Federal Energy Information Administration's weekly reporting of diesel fuel pricing for the respective operating region.
12. **DELAYS.** If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform, by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts or other labor disturbances, shortages or allocation of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or any other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure to perform.
13. **QUANTITIES.** The type and quantity of Materials delivered and detailed on the delivery ticket must be checked by Buyer at the time of delivery for compliance with Buyer's order. Variations between actual quantities of Materials delivered and those shown on the delivery ticket must be noted on all copies of the delivery ticket signed by Buyer. Invoice charges will be based on the quantities shown on the delivery ticket. Any claim for alleged short delivery of Materials must be made in accordance with Section 6 above, otherwise it will be deemed accepted by Buyer. In the absence of any claim Buyer shall be liable to pay for the full quantity of the Materials listed on the delivery ticket.
14. **MEASUREMENT OF QUANTITIES.** Measurement of quantities of Materials shipped and delivered to Buyer or Buyer's delivery agent by Seller shall be made only by Seller's certified truck or rail scales at the respective Seller facility. In the event that shipment is made by rail, then such measurement shall be based on the average capacity of the rail cars as agreed in writing by the parties or the weight shown on the invoice by Seller.
15. **CREDIT, CONDITION PRECEDENT TO SELLER'S OBLIGATION TO PERFORM, PERSONAL GUARANTEE.** Any and all credit terms of payment must be set forth in this Agreement. In the absence of any such credit terms, all deliveries under this Agreement are "Collect on Delivery" (C.O.D.) or "Cash In Advance" (C.I.A.). Buyer agrees upon request to furnish Seller such additional information (including financial statements) as is deemed necessary in the opinion of Seller to determine Buyer's financial condition. Seller's obligation to perform under this Agreement is subject to the condition precedent that Seller does not notify Buyer that Seller's Credit Department has disapproved any credit terms of payment specified herein.
16. **CREDIT.** Should Buyer's account be opened and approved with a credit amount, this amount, as amended from time to time, applies to the total purchases and can be exceeded at any given time only if approved by Seller's Credit Manager. Buyer acknowledges that Seller is relying upon the credit worthiness and financial ability of the guarantors, owner, or owners of Buyer, and Buyer, guarantors and such owner or owners shall be jointly and severally liable for all indebtedness of Buyer to Seller incurred under this Agreement.

**STANDARD TERMS AND CONDITIONS**

17. **PAYMENT.** Buyer shall make all payments due hereunder in United States currency and in accordance with the terms of this Agreement, without any right of setoff or retention and without regard to any agreement Buyer may have with other parties. If delivery is to be delayed either at the request of Buyer or through no fault of Seller past the delivery date specified in this Agreement, Buyer shall pay promptly in full for all Materials sold hereunder. If any payments are not received when due, Seller may, at its option, assess an additional charge equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law, for each thirty (30) day period of delay or part thereof to cover Seller's increased costs, or, in the alternative, upon notice to Buyer, cancel the portion of this Agreement which remains to be performed. If no due date is stated elsewhere in this Agreement, payment of all invoices is due by the 15th day of the month following invoicing. Until Seller has received full payment for the Materials sold under this Agreement, Buyer shall not remove nor allow the removal of said Materials from the jobsite to which they were delivered, nor shall Buyer use or allow the use of any such Materials for any project other than the one for which they were purchased.
18. **OFFSET AND/OR SETOFF.** Seller may exercise the right of set-off under this Agreement as to any sums owed by Seller and/or its affiliates under any other contract or agreement with Buyer and/or its affiliates.
19. **PAST DUE ACCOUNTS.** Should Buyer fail to pay when due any amount payable to Seller under the terms of this Agreement or should Buyer's financial condition become impaired or unsatisfactory to Seller, in the Seller's sole opinion, Seller may, at its option, make demand upon Buyer for: (1) immediate payment of all amounts then due and owing to Seller under this Agreement; (2) payment in advance or at the time of delivery of all future amounts to become due under this Agreement, and/or (3) such other assurances as Seller shall deem necessary to adequately assure Seller that Buyer will perform its obligations under this Agreement. Until Seller receives the same, Seller may suspend its performance of this Agreement, and if such assurances are not received from Buyer within a reasonable time not exceeding ten (10) days, Seller may, at its option, deem this Agreement to have been repudiated by Buyer. Buyer further agrees to pay Seller any and all collection fees, attorneys' fees, and court costs incurred by Seller in collecting any amounts due under this Agreement.
20. **TAXES.** In the absence of an exemption or resale certificate acceptable to Seller and to the respective taxing authority, all federal, state and local taxes, assessments, fees, duties and charges levied by reason of this Agreement are in addition to the prices quoted in each applicable Quotation and shall be paid by Buyer.
21. **TITLE & RISK OF LOSS.** Title and risk of loss to the Materials shall transfer to the Buyer FOB Shipping Point or upon payment, whichever occurs earlier, and Buyer hereby grants Seller a first priority security interest in all such Materials until such time as Seller is paid in full all amounts due under this Agreement. Buyer further agrees to execute any and all documents that may be required for Seller to perfect such security interest.
22. **INSURANCE.** To the extent required by law, Seller will procure insurance coverage for itself and its employees or, if no such requirement exists, in an amount Seller deems appropriate. Notwithstanding any request in any bid documents, purchase order or any contract documents to the contrary, Seller will not provide a waiver of subrogation clause nor additional insured status for any party under any circumstances, nor shall Seller's insurance be primary and non-contributory.
23. **MODIFICATION OF TERMS.** No employee or agents of Seller has the authority to make any statement, including restricting or modifying or otherwise concerning the existence or effect of any of these Standard Terms and Conditions or of any warranty or guarantee and no such employee or agent making any such statements shall be acting on behalf of or with the consent or agreement of Seller. These conditions may only be altered or varied in writing signed by a Seller Credit Manager, General Manager or Regional Manager and no other employee nor any other person has the authority to alter or vary any or all of these terms and conditions.
24. **ASSIGNMENT.** Buyer shall not assign this Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.
25. **NOTICE.** Any notice required to be sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to the Seller office set forth on this Quotation, with a copy to Seller c/o Rinker Materials, P. O. Box 24636, West Palm Beach, FL 33416-4636.
26. **SEVERABILITY.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.
27. **VENUE AND CHOICE OF LAW.** The parties hereto agree that venue for any action brought for the breach of or the enforcement of this Agreement will lie in the county where Seller chooses or where Materials were purchased. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. Any and all actions brought by Buyer under this Agreement shall be brought within one (1) year of the date of delivery of the Materials with respect to which

the action relates, AS A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, BUYER WAIVES THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

28. **ENTIRE AGREEMENT.** This Agreement sets forth the sole and entire agreement between the parties with regard to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements between the parties regarding the same. No delivery of any Materials shall be made until Buyer returns a signed copy of this Agreement. Facsimiles, copies or other reproductions of this Agreement shall have the same effect as an original thereof.
29. **WAIVER.** Seller may, in its sole discretion, permit Buyer to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Buyer. Buyer waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.
30. **MISCELLANEOUS.** Seller may terminate this Agreement, in its sole discretion, without notice to Buyer and for any reason whatsoever. Buyer consents to Seller sending information to Buyer regarding Seller's products and prices at any time by fax to any fax number provided by Buyer, other electronic means or otherwise.

### 31. QUOTATION - SPECIAL TERMS AND CONDITIONS.

**A. PRICES.** Prices for the Materials quoted are (1) subject to material availability at the time of delivery; (2) shall remain firm until the date set forth on the first page of this Quotation; or, if no such date is given, for a period of thirty (30) days after the date of the Quotation; thereafter, prices are subject to change by Seller; and (3) do not include Saturday, Sunday, holiday, off-hour or overtime shipments, all of which are subject to additional charges. Prices are applicable only to the job quoted, are available only to the Buyer specifically named herein, are for a standard mix design, if applicable, and are only for the quantities stated herein. Seller specifically reserves the right to adjust the prices quoted herein, at any time, in case of a price increase to Seller by Seller's suppliers.

**B. ADDITIONAL CHARGES.** Prices quoted to not include additional charges Buyer may be responsible for. Such additional charges include, but are not limited to, charges for additives, accelerators, winterset/summerset, water (hot or chilled), ice and stand-by, waiting time and delivery charges or charges due to loads in amounts less than a full truckload. Such prices shall be charged at the rate of Seller's then-current price list for additional charges, which is incorporated into this Quotation by reference as if fully set forth herein.

**C. TESTS.** Seller reserves the right to levy an additional charge on Buyer for any nonstandard tests that Buyer may require to be performed on the Materials sold under this Agreement. Failure of Buyer to witness any tests shall be deemed a waiver by Buyer of its right to do so and of any right to require repetition of such tests, and Buyer shall be deemed to have accepted any such test results as sufficient to meet its specifications.

**D. DELIVERY DATE.** In the absence of a specific delivery date on this Quotation, Seller will commence delivery of the Materials on a date and at a rate mutually agreed upon by both Seller and Buyer.

**E. ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) SPECIFICATIONS.** If applicable to the Materials to be provided under this Quotation, the measurement and payment provisions in Division IV of the ADOT specifications for asphaltic concrete items are applicable to this Quotation; the price for asphalt will be adjusted in accordance with ADOT's "Price Adjustment for Bituminous Material" index at the time of shipment. The amount of asphaltic concrete to which the adjustment will be applied shall be .80 multiplied by the total quantity of such Material ordered hereunder. The adjustment shall not apply to the twenty percent (20%) of the Materials that constitutes the rubber additive.

**F. COLOR.** Should Buyer desire the addition of color to the Materials purchased hereunder, Buyer shall purchase such color; Seller may store and add color as required either as its plant or at the jobsite and will charge Buyer for any additional cleaning or other charges incurred by Seller as a consequence. Any color purchased by Buyer shall be in water-soluble bags and shall contain the minimum quantity required for one (1) yard of mix. Seller shall not be responsible for any color added to mix or for the results thereof.

**G. ACCEPTANCE.** If Buyer does not accept this Quotation by an authorized signature on the Quotation form during the time period set forth in Section A above and Seller ships such Material upon Buyer's request, whether written or verbal, then Buyer's acceptance of such Materials shall operate as an acceptance of the prices and the Standard and Special Terms and Conditions stated herein.

**Selected Vendors**

<b>HOLLAMON</b>	<b>Hollamon Road Boring</b>
Contact:	Kelly Hollamon
Phone:	(928) 567-6208
Mobile:	(928) 273-1977
Email:	roadboringhg@qwestoffice.net
Address:	285 E Hollamon St. Camp Verde, AZ 86322

**Quote Folder:** JACK&BORE JACK & BORE

<b>Biditem</b>	<b>Activity</b>	<b>Resource</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Extension</b>
1270	2051080	436J&BSU	36" JACK & BORE TWIN PEAKS RO	225.00	LF	597.7800	134,500.50
1270	2051080	4BLOWS	36" JACK & BORE TWIN PEAKS RO	225.00	LF	35.0000	7,875.00
1270	2051080	4J&BMOB	36" JACK & BORE TWIN PEAKS RO	1.00	LS	7,500.0000	7,500.00
1292	2051080	4BLOWS	INSTALL 15" INSIDE EXISTING 36"	130.00	LF	35.0000	4,550.00
<b>Quoted Amount:</b>							154,425.50
<b>Plugged Amount:</b>							

<b>Vendor Total:</b>	154,425.50
----------------------	------------





Hollamon Generations Road Boring LLC

PO box 23  
285 E Hollamon Street  
(928)567-6208/fax(928)567-0944  
Camp Verde, AZ 86322

## Estimate

Date	Estimate #
12/7/2018	626

Name / Address
Achen-Gardner Attn; Mike MCruse@achen.com

			Location
			Blue Bonnet
Description	Footage	Price/ft	Total
36" bore w/ .375 wall sleeve, HG supply / install SS steel spacers & help you install your main inside of bore sleeve.	225	420.00	94,500.00
Pilot tube on grade		40,000.00	40,000.00
Transport in & out of job		7,500.00	7,500.00
THIS PRICE IS FOR DIRT, ( NOT SAND OR LOOSE SOILS)		0.00	
Blow sand into voids and spaces.	225	35.00	7,875.00
Not responsible for testing or leaks in carrier main.		0.00	
The General Contractor is responsible for all taxes related to the gross revenue sale and not the responsibility of Hollamon Generations Road Boring.		0.00	
Questions?? Call Kelly Site Manager--(928)273-1977		0.00	
You dig pits (35'L x 15'W x 16" subgrade), provide traffic control, fencing, permits, blue stakes, shoring, pot holes and carrier main. You de-water if needed.		0.00	
1.75 % interest will be added on balance due after 30 days until paid in full		0.00	
<b>Total</b>			<b>\$149,875.00</b>

ADD : BLOW SAND INTO EXISTING CASING UNDER TANGERINE 130' @ 35.00 = \$4550.00

TOTAL \$154,425.00

**Selected Vendors**

<b>DESSE1</b>	<b>Desert Seeders, LLC</b>
Contact:	Dan James
Phone:	(520) 705-1277
Fax:	(520) 426-0327
Email:	desertseeders@hotmail.com
Notes:	HYDRO SEEDING

**Quote Folder:** HYDROSEED HYDROSEED

<b>Biditem</b>	<b>Activity</b>	<b>Resource</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Extension</b>
1360	2081020	4HYDROS	HYDROSEED (CLASS II)	568,800.00	SF	0.0500	28,440.00
<b>Quoted Amount:</b>							28,440.00
<b>Plugged Amount:</b>							

<b>Vendor Total:</b>	28,440.00
----------------------	-----------

\* SEGMENT 2  
SEE BELOW

## Desert Seeders, LLC

desertseeders@hotmail.com

14854 W Belmont

Casa Grande, AZ 85194-7356

Ph. (520) 705-1277, fax (520) 426-0327

ROC# 201792

## PRICEQUOTE

Date: 7-6-18

revised 12-21-18

Quote valid for 90 days without contract

From: Dan James

To: Achen Gardner

Attn: Ryan Montijo

Fax: e-mail

### Project: Twin Peaks Blue Bonnet Sewer

Item	Description	Unit	Price	Amount
------	-------------	------	-------	--------

No Specification given.

580, 1360	Hydroseeding	180,000 SF	\$0.045/SF	\$8,100.00
-----------	--------------	------------	------------	------------

Price is for a Sonoran hydroseed mix including all better than standard materials per Pima County Section 805-3.03 Hydroseeding.

Seed Mix (see attachment)

Wood fiber mulch: Terramulch, Ranier, or like premium wood fiber @ 1,500 lbs/acre.

Tacking agent: Plantago @ 50-100 lbs/acre as needed.

Fertilizer: Slow release N fertilizer (24-18-2) @ 200 lbs/acre.

**Note:** Soil preparation (scarification tillage only) additional estimate of \$195.00/acre w/4X4 tractor or skid steer only as practicable. Use of specialized equipment, heavy or crawler tractor for hard or deep tillage, or hand labor for tractor inaccessible areas additional fee.

\* SEGMENT 1 BASED ON  
UNIT PRICE OF SEGMENT 2  
AND ROUNDED UP TO \$0.05/SF

#### Conditions:

- Includes 1 mobilization. Additional mobs at \$500.00 ea.
- Quantity variation more than 20% subject to price adjustment.
- Re-seedings per unit price
- Taxes, bond, permits, special licenses additional fee
- Subgrade and survey by others
- Irrigation and maintenance not included
- Specified materials subject to reasonable availability
- Rock, debris, weed removal not included
- Water provided by others on site
- Dust control by others
- Traffic control by other

SEG 1 = 568,800 SF (\$0.05/SF)  
= \$28,440.00

By \_\_\_\_\_

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

**Selected Vendors**

<b>JENSEN</b>	<b>Jensen Precast</b>
Contact:	Rob Larson
	Vaults
Phone:	(602) 268-0228
Fax:	(602) 305-2176
Email:	rlarson@jensenprecast.com
Address:	2410 West Broadway Road
	Phoenix, AZ 85041

**Quote Folder:** MANHOLEMAT MANHOLE MATERIAL

<b>Biditem</b>	<b>Activity</b>	<b>Resource Description</b>	<b>Quantity Unit</b>	<b>Price</b>	<b>Extension</b>
		260MANH 60" MANHOLE MATERIAL	21.00 EA	3,910.0000	82,110.00
<b>Quoted Amount:</b>					82,110.00
<b>Plugged Amount:</b>					

<b>Vendor Total:</b>	82,110.00
----------------------	-----------



ARIZONA DIVISION  
4801 E. WYOMING STREET  
TUCSON, AZ 85706  
PH: (520) 748-1607  
FAX: (520) 748-1698

## QUOTATION

Project Name: Blue Bonnett Segment 1 & 3  
Project Location: Marana, AZ  
Customer Name: Achen-Gardner Construction, LLC  
Attn To: Mike Cruse  
Phone: (480) 940-1300

Quote Number: Q-00008483  
Quoted Date: 12/06/2018  
Quoted By: John Suor

ITEM	QTY	DESCRIPTION	PRICE EACH	EXT PRICE
1	41.00	60" Manhole with Precast Base 15" Inverts/Boots (AVG Depth 8' vft) MATERIAL ONLY, NO FIELD SERVICES INCLUDES: Precast base with cores and boots for 15" pipe, 60" barrel sections, cone w/24" ecc. opening for MH's above 9'-9" invert to rim, flat top if MH's are less than 9'-9" invert to rim, 24" diameter concrete grade rings, 24" diameter cast-iron ring and covers per municipality or county jurisdiction on the plans, con seal, steps, material only delivery per specified delivery code below. Note: Manholes manufactured per RWRD 200,206 EXCLUDES: Labor, materials and equipment onsite to set, grout, vacuum test, insecta spray, interior/exterior coating systems (By Customer), Any additional items or services not specifically included in this line item. EQUIPMENT: Customer may rent or purchase lifting straps and/or knuckles to set product. If customer rents the equipment a deposit will be required and will be refunded if the equipment is returned in good condition. Ship Code: F.O.B - JENSEN PRECAST YARD	\$3,910.00	\$160,310.00

SEC 1 - 21 MHC #3910.00

= \$82,110.00

GRAND TOTAL: \$160,310.00

Includes: Please allow minimum 72 hours from request for delivery to receipt of goods. This is in addition to the time required for manufacturing of the product, which will be determined upon receipt of purchase order. If the material is loaded and subsequently cancelled by the customer, a minimum restocking fee of \$300.00 will apply to each load.

John Suor

BY CUSTOMER

BY JENSEN PRECAST

### CONTACT INFORMATION

ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL AND ACCEPTANCE BY SELLER.  
QUOTED PRICES DO NOT INCLUDE SALES TAX ON PRECAST ITEMS.  
A 3% CREDIT CARD SERVICE FEE MAY BE ADDED FOR ALL CREDIT CARD PAYMENTS.  
DELIVERY TRIPS, SETTING TIME, OR MATERIALS NOT NOTED ABOVE WILL BE BILLED ACCORDINGLY.  
OFFER TO SELL SUBJECT TO JENSEN PRECAST'S COMPANY POLICIES, TERMS AND CONDITIONS.  
PLEASE REFER TO <https://www.jensenprecast.com/legal/Terms-And-Conditions-Tucson.pdf> FOR COMPLETE TERMS AND CONDITIONS WHICH ARE HEREBY INCORPORATED BY REFERENCE  
ALL SPECIALIZED PRODUCT MAY BE SUBJECT TO A DEPOSIT PRIOR TO SUBMITTALS AND/OR PRODUCTION  
QUOTATION IS VALID FOR 30 DAYS. THANK YOU FOR CHOOSING JENSEN PRECAST!



ARIZONA DIVISION  
4801 E. WYOMING STREET  
TUCSON, AZ 85706  
PH: (520) 748-1607  
FAX: (520) 748-1698

## QUOTATION

Project Name: Blue Bonnett Segment 1 & 3  
Project Location: Marana, AZ  
Customer Name: Achen-Gardner Construction, LLC  
Attn To: Mike Cruse  
Phone: (480) 940-1300

Quote Number: Q-00008483  
Quoted Date: 12/06/2018  
Quoted By: John Suor

CUSTOMER PO

Email: jsuor@jensenprecast.com  
Phone: +1 (520) 719-6125

ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL AND ACCEPTANCE BY SELLER.  
QUOTED PRICES DO NOT INCLUDE SALES TAX ON PRECAST ITEMS.  
A 3% CREDIT CARD SERVICE FEE MAY BE ADDED FOR ALL CREDIT CARD PAYMENTS.  
DELIVERY TRIPS, SETTING TIME, OR MATERIALS NOT NOTED ABOVE WILL BE BILLED ACCORDINGLY.  
OFFER TO SELL SUBJECT TO JENSEN PRECAST'S COMPANY POLICIES, TERMS AND CONDITIONS.  
PLEASE REFER TO <https://www.jensenprecast.com/legal/Terms-And-Conditions-Tucson.pdf> FOR COMPLETE TERMS AND CONDITIONS WHICH ARE HEREBY INCORPORATED BY REFERENCE  
ALL SPECIALIZED PRODUCT MAY BE SUBJECT TO A DEPOSIT PRIOR TO SUBMITTALS AND/OR PRODUCTION  
QUOTATION IS VALID FOR 30 DAYS. THANK YOU FOR CHOOSING JENSEN PRECAST!



## ORDERING INSTRUCTIONS

Please refer to the quotation number and date on all orders. Indicate desired delivery dates, quantities and item priority if applicable. Please contact our office for delivery schedules. Delivery lead-time will be estimated upon receipt of order, and is based on actual demand at that time. Any dates discussed prior to order are non-binding estimates. Orders for non-standard products should be accompanied by specifications, and blue prints or scale drawings. Notify us as soon as possible to insure prompt delivery.

## SHIPPING POLICY

1. Jensen Precast accepts responsibility for proper installation and assembly of its products when installed or supervised by its authorized representative. Any product handled, moved, or installed by others, nullifies the responsibility of Jensen Precast.
2. The customer will be prepared to receive products at the specified delivery time. Excessive unloading or stand-by time, resetting or re-delivery not caused by Jensen Precast will be charged at the hourly rate for the equipment involved.
3. The customer will be solely responsible for the following:
  - A. Finish grade, leveling, and position of product.
  - B. Grouting, and/or sealing of vault sections, grade rings, risers, frames and covers, pipes, etc.
  - C. Excavation, bedding, shoring, backfilling, compacting and grading.
  - D. Water and/or flotation control.
  - E. Setting and adjusting ladders, racking, grates or other hardware.
  - F. All other site work not specifically referred to.
4. Equipment belonging to the company cannot be left at any jobsite for the purpose of unloading or setting by others unless previously agreed to in writing between Jensen Precast and the customer.
5. Carriers are responsible for goods lost or damaged in transit. Damages or shortages should be indicated on the carrier's delivery receipt and any claims should be made in writing directly to the carrier.
6. All products are to be delivered in the number of trips specified. Charges will be added for additional trips.

## COMPANY POLICIES TERMS AND CONDITIONS

THE POLICY TERMS AND CONDITIONS, DELINEATED HEREIN SHALL APPLY TO ALL QUOTATIONS, OR OFFERS TO SELL

1. Goods To Be Provided: Jensen Enterprises, Inc. dba Jensen Precast ("Jensen Precast") agrees to sell to Customer, on the terms and conditions stated herein, the materials and related items (the "goods") identified in Jensen Precast's quotation to Customer. Customer is solely responsible for determining whether the goods listed are the correct types and/or sufficient in number to meet Customer's needs and/or requirements. Jensen Precast's offer to sell is based on customer approval of Jensen Precast standard product drawings or submittals, and not in accordance with any plans and specifications, unless agreed to in writing by a duly authorized representative of Jensen Precast.

2. No Additional Terms Of Sale: Customer's acceptance of Jensen Precast's quotation is limited to these Terms and Conditions of Sale. Any new or different terms or conditions stated or proposed by Customer in its acceptance of Jensen Precast's quotation or in any accompanying or related purchase order or other document are hereby rejected by Jensen Precast and shall not be binding upon Jensen Precast. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

3. Payment Terms: Jensen Precast may require payment in full prior to manufacture or shipment of any goods. If Jensen Precast agrees to provide materials on a "Cash on Delivery" basis, payment in full is due upon arrival of Jensen Precast's equipment, prior to setting of product or unloading of trucks. Credit sales will be made only after receipt of a signed Jensen Precast credit application and written credit approval by Jensen Precast's credit manager. On all credit sales, payment in full is due within 30 days after Customer's receipt of materials or services. Customer agrees to pay a service charge of 1.5% per month on all invoices not paid when due. At its option, Jensen Precast may decline to make delivery or shipment to Customer if any invoice remains past due. Customer waives and releases any claim against Jensen Precast for loss or damage allegedly sustained by Customer as a result of Jensen Precast's refusal to make delivery or shipment under such circumstances. All payments shall be made in U.S. dollars and, unless otherwise designated by Jensen Precast in writing, shall be sent to Jensen Precast's Corporate Office, 825 Steneri Way, Sparks, NV 89431.

4. Price: The price(s) stated in Jensen Precast's quotation to Customer are firm for 30 days. The prices stated in Jensen Precast's quotation are subject to sales and use tax in accordance with Section 425061 of the Arizona Revised Statutes and Title 15, Chapter 5 of the Arizona Administrative Code. Customer shall reimburse Jensen Precast for all sales and use taxes imposed upon: (a) the sale of the goods; and/or, (b) the use of any materials consumed by Jensen Precast; and/or, (c) the sale of any fixtures or equipment incident to this contract. Prices are subject to delivery charges unless quoted as delivered (see shipping code definitions on quotation). Jensen Precast reserves the right to increase the cost of delivery or shipment if Customer increases mileage or number of trucks specified in the original quotation. Prices quoted are based on quantities indicated, and on customer acceptance of the entire quote. Jensen Precast reserves the right to accept or reject partial orders.



5. Time For Performance: Jensen Precast will endeavor to meet any reasonable shipping date(s) requested by Customer. However, Jensen Precast does not guarantee that the goods will be furnished by any particular date. All shipping dates stated or indicated are estimates only and are based upon conditions known at the time the dates were stated or indicated. Jensen Precast shall not in any event be liable for any loss or damage sustained by Customer on account of failure to meet any delivery or shipping date.

6. Delivery: Customer or its designated representative shall be prepared to unload, receive, and accept the goods at the time specified on the order. Customer shall provide assistance in delivering the goods, including but not limited to assisting in backing and directing Jensen Precast's truck at the delivery site, providing access to the delivery site that is acceptable to Jensen Precast, and providing a setting location for the truck, crane or other delivery equipment that is acceptable to Jensen Precast. Jensen Precast shall not be liable for any property damage arising from or related to delivery of the goods, including without limitation damage to sidewalks, curbs, fences, valves, conduit, pipes, concrete, asphalt, lawns, trees, or landscaping. All excessive unloading or stand-by time, resetting or re-delivery will be charged for at the current hourly or mileage rates of the equipment involved. If for any reason Jensen Precast cannot set the goods at the time of delivery, Customer shall be responsible for setting the goods by other means, at no cost to Jensen Precast.

7. Customer Responsibilities: The Customer or its designated representative shall be solely responsible for accomplishing the following:

- a. Finish grade, leveling and position of the goods.
- b. Grouting and/or sealing of vault sections, grade rings, risers, frames, covers, pipes or similar structures, unless a duly authorized representative of Jensen Precast has stated in writing that Jensen Precast will perform installation and sealing of the goods.
- c. Excavation, bedding, shoring, backfilling, compacting and grading.
- d. Water and/or flotation control.
- e. Setting and adjusting ladders, racking, grates or other hardware.
- f. Providing a one- or two-person ground crew to assist the Jensen Precast crane operator.
- g. All other site work not specified above.

8. Returns: The goods shall not be returned for credit without prior written authorization and approval by a duly authorized representative of Jensen Precast. A minimum handling charge of 15% plus actual shipping or delivery costs shall be made on all goods returned to compensate for costs of accounting, reconditioning, restocking and delivery, except when due to fault or error of Jensen Precast. No credits shall be allowed on used, damaged, custom, specially ordered or specially manufactured goods. Customer shall bear the cost of any labor, damage or transportation associated with return of the goods.

9. Equipment: Unless otherwise agreed to in a writing signed by a duly authorized representative of Jensen Precast, equipment belonging to Jensen Precast cannot be left at any job site for the purpose of unloading or setting by others.

10. Project Information: Customer agrees to furnish to Jensen Precast promptly upon request all project information necessary for Jensen Precast to perfect or provide notice of its mechanic's lien, stop notice, and/or payment bond rights.

11. Force Majeure: Jensen Precast will not be liable for any delay or for failure to perform its obligations hereunder resulting from any cause beyond Jensen Precast's reasonable control including, but not limited to: Customer's failure to timely supply Jensen Precast with necessary data or specifications; any changes in such data or specifications at Customer's request; fires; explosions; floods; acts of God; epidemics; quarantine; embargoes; strikes; work stoppages or slowdowns or other industrial disputes; accidents; riots or civil disturbances; acts of civil or military authorities; inability to obtain any license or consent necessary in respect of any the goods; inability to obtain equipment, materials, labor, fuel or supplies; and delay by suppliers or material shortages.

12. Limited Warranty: For a period of one year from the date of shipment or delivery to Customer, Jensen Precast warrants all of the goods which it has manufactured to be free of material defects. If any such goods are found to be materially defective during the warranty period, Jensen Precast agrees to, in its sole discretion, repair or replace the defective goods without charge to Customer. Customer's remedy with respect to such goods is limited to repair or replacement. For goods not manufactured by Jensen Precast, Customer agrees to accept as its sole remedy the warranty, if any, offered by the manufacturer or manufacturers of such goods. **AS TO ALL GOODS SOLD BY JENSEN PRECAST TO CUSTOMER, THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. JENSEN PRECAST SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER THE CUSTOMER'S CLAIM IS BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.**

13. Indemnity: Customer is solely responsible for the selection, installation, and use of the goods. Therefore, to the fullest extent permitted by law, Customer agrees to defend and indemnify Jensen Precast from and against any claim for loss or damage, including attorneys' fees and experts' or consultants' fees, arising from or relating to such selection, installation, and use. This indemnity applies regardless of any active and/or passive negligent act or omission on the part of Jensen Precast or its employees; provided, however, Customer shall not be obligated to indemnify Jensen Precast for the sole negligence or willful misconduct of Jensen Precast or its employees.

14. Risk of Loss: The risk of loss shall pass to Customer based on the applicable shipping code:

- a. "Delivered and Set": Risk of loss shall pass to Customer when Jensen Precast's delivery truck has unloaded the product.
- b. "Delivered - F.O.B. Truck": Risk of loss shall pass to Customer when Jensen Precast's delivery truck arrives at Customer's jobsite.
- c. "Delivered and offloaded": Risk of loss shall pass to Customer when Jensen Precast's delivery truck arrives at Customer's jobsite.

d. "F.O.B. Jensen Precast Yard": Risk of loss shall pass upon tender of delivery of the goods to a common carrier or Customer's truck. Buyer shall procure and maintain insurance on the goods sufficient to protect its interests.

15. Dispute Resolution: All disputes arising from or relating to these Terms and Conditions of Sale and/or the furnishing of any goods by Jensen Precast to Customer shall be heard and decided exclusively in a State or Federal Court located in the state of Arizona. These Terms and Conditions of Sale shall be construed and enforced in accordance with the laws of the State of Arizona. In any legal proceedings, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

16. Submittals and Tests: Jensen Precast reserves the right to charge customers for the cost of submittals, engineering or tests that are in addition to those customarily provided.

17. Custom Products: Jensen Precast will charge customer for any work completed at the time of cancellation of a custom or special order. All custom orders will be invoiced to customer if not released for delivery within 30 days past estimated date of delivery.

18. Storage Fees: For every month beyond the requested manufacture date that the product remains in Jensen Precast's possession, a fee of 1% per month of total sale price of product will be added to the invoice total due upon final delivery/pick up.

19. Invoice Date: Customer will be invoiced for product at either, date of delivery or 60 days past date of originally requested delivery/pick up date.

## SHIPPING CODE DEFINITIONS

### Code #1 - DELIVERED AND SET

Quoted prices include product delivery and setting with our boom truck subject to the following provisions:

1. Jensen Precast will provide driver/crane operator services only using Jensen Precast's boom truck.
2. Customer will be solely responsible for all other site work associated with setting and installing this product unless specifically referred to in writing.
3. Most products require assistance from the customer in setting (generally one or two laborers). Contact Jensen Precast for the specific requirements of each product.
4. The customer will provide a properly prepared, sized and graded, excavation. Access and setting location for our boom truck must be acceptable to our driver or representative.
5. Since site conditions, products, and delivery equipment vary, the logistics must be considered to determine the best approach for setting the product. Attention must be given to the variables of the set, including:

- a. Capacity of the Jensen Precast boom truck and truck crane to be used.
  - b. The maximum product weight relative to the setting distance from the center of the crane to the center of the excavation cannot exceed the boom truck rated capacity.
  - c. The route to the setting location must be accessible for the boom truck without towing or pushing.
  - d. The type of terrain, site slope, and ground conditions for outrigger footings, at the setting location.
  - e. Overhead restrictions and other physical constraints.
6. Any or all of the above could prevent Jensen Precast from setting the product. In cases where Jensen Precast cannot set the product, we will off load the product in accordance with shipping code definition #3 herein.

NOTE: If for any reason Jensen Precast cannot set the product, Jensen Precast will not be responsible, or charged, for setting by any other means.

**Code #2 - DELIVERED - F.O.B. TRUCK:**

Quoted prices include product delivery to the job site only; "Free On Board" the truck. Generally, this would be a flatbed truck without a crane or other unloading equipment subject to the following provisions:

1. The company will provide driver services only and the customer will supply means of unloading and setting products.

**Code #3 - DELIVERED AND OFFLOADED:**

Quoted prices include product delivery to the job site and unloaded from our truck subject to the following provisions:

1. Jensen Precast will provide driver services and a means of unloading products.
2. The customer will provide an acceptable location for unloading and storing products, and the means for setting the product in the permanent location.

**Code #4 - F.O.B. - JENSEN PRECAST YARD**

Quoted prices include product loading on customer or common carrier trucks in the yard subject to the following provisions:

1. Customer will be responsible for any additional charges, including charges for freight, shipping, delivery and setting.

2 Customer or common carrier will be responsible for tie down, dunnage, pallets, etc., unless specifically referred to.

3 Yard location will be addressed in section one of the quotation.

**Code #5 - OTHER AS SPECIFIED**

If not specified in section one of this quotation, please consult our office for more specific information or written clarification.

**Code A - DELIVERED IN FULL TRUCK QUANTITIES OR A COMBINED SHIPMENT:**

Quoted prices include delivery and/or setting as delineated above in codes 1, 2 or 3:

- 1 Delivered in combination with other products in the quotation.
- 2 Delivered when Jensen Precast is otherwise on the jobsite.
- 3 Delivered in full truckload quantities.

**Code B- Delivery Pre-Attached**

Quoted prices include item pre-attached or installed on an item that is also being delivered.

**Code C- Assembled and Sealed**

Jensen Precast will provide delivery as specified in the quote per codes 1-5 above, and will additionally provide assembly and sealing of the structural components of the vault or tank. Customer will be responsible for installing and sealing grade rings, rings and covers, and any other installation or site work required.

**Selected Vendors**

<b>FERWA1</b>	<b>Ferguson Waterworks Inc.</b>
Contact:	Hector Flores
	Sales Rep
Phone:	(602) 495-8420
Fax:	(602) 262-4276
Mobile:	(602) 725-8133
Email:	Rhonda.Duran@Ferguson.com
Address:	111 East Buckeye Road Suite 5
	Phoenix, AZ 85004-2725
Notes:	PIPE SUPPLIER (PVC-DIP)

**Quote Folder:** PIPE PIPE

Biditem	Activity	Resource	Description	Quantity	Unit	Price	Extension
		214GAINS	14 GA INSULATED WIRE	10,540.00	LF	0.1000	1,054.00
		215SDR35	15" SDR 35 14' JOINTS	9,340.00	LF	10.9000	101,806.00
		215WS	15" WATERSTOP		EA	0.0100	
		216BELLR	16" BELL RESTRAINT	60.00	EA	295.5600	17,733.60
		216C900	16" C-900	1,200.00	LF	27.1100	32,532.00
		2DETECT	DETECTIBLE SEWER TAPE	10,540.00	LF	0.0400	421.60
<b>Quoted Amount:</b>							153,547.20
<b>Plugged Amount:</b>							

<b>Vendor Total:</b>	<b>153,547.20</b>
----------------------	-------------------