

**FERGUSON WATERWORKS (3083)** 111 EAST BUCKEYE ROAD SUITE 5 PHOENIX, AZ 85004-2725

Phone: 602-495-8420 Fax: 602-262-4276

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1						

From: Rhonda Duran

Comments:

16:46:34 JAN 09 2019

Page 1 of 2

## FERGUSON WATERWORKS #3083

Price Quotation Phone: 602-495-8420 Fax: 602-262-4276

SEGMENT

Bid No:

B299360

Bid Date:

01/09/19

Quoted By: RJD

**Customer:** 

ACHEN GARDNER BID ACCT

**BID ACCT ONLY** 

CHANDLER, AZ 85226

**Cust Phone:** 

Terms:

**CASH ON DEMAND** 

Ship To:

ACHEN GARDNER BID ACCT

**BID ACCT ONLY** 

CHANDLER, AZ 85226

Cust PO#:

Job Name: BLUE BONNET 1 & 3

Item	Description	Quantity	Net Price	UM	Total
PT-TARIFFTERMS2018	CURRENTLY ALL IMPORT IRON PRODUCTS	1		EΑ	in the dimensioner
	ARE QUOTED AT TODAY'S MARKET PRICE,				
	HOWEVER THE U.S GOVERNMENT HAS				
	INDICATED THAT THEY MAY EXTEND 25%	4			
	TARIFFS ON IMPORT IRON PRODUCTS				
	COMING FROM CHINA, IMPORT IRON				
	PRODUCT'S PRICES WILL BE SUBJECT				
	TO CHANGE SHOULD TARIFFS GET				
	IMPLEMENTED, AT THE CURRENT MARKET	• '			
	PRICING CONDITIONS, WE DO NOT				
	HAVE THE ABILITY TO ABSORB THE				•
	SIZEABLE ADDITIONAL INCREASES IF				
	THEY MATERIALIZE, PLEASE CONTACT				
•	YOUR SALESMAN TO DISCUSS ANY				
	PROJECTS WITH LONG TERM PRICING				•
	NEEDS AND FOR DURATION OF QUOTE.				
	PT-TARIFFTERMS2018				0.00
	and the second s				
	30/30 TERMS				
		•			
	TOTAL AND				
	BLUE BONNET SEGMENT 1				
	BLUE BONNET SEGMENT T				
IMJAP10	10 MJ C153 ACCY PK W/GLND	24	28.760	EA	690.24
MJTCAPLA10K	10X2 MJ C153 TAP CAP L/A	24	60.220	EΑ	1445.28
P3490AS12E6	12X6 ALL SS TAPN SLV 13.90-14.30	2	833,980	EA	1667,96
TW14SLDUFG500	14GA SLD COP UF WIRE GREE 500	10000	94,930	M	949,30
SDR35P1514	15X14 SDR35 PVC GJ SWR PIPE	8580	10,900	FT	93522.00
DR18BP16	16 C905 DR18 CL235 PVC GJ BLUE PIPE	1200	27.110	FT	32532.00
SPWPC16	16 SIGMA BELL REST F/ C900 *PVLOK	60	295.560	EΑ	17733.60
AFC2506FMLAOL	6 FLG X MJ RW OL GATE VLV L/A	2	478.670	EA	957.34
ATSGAU	6 FF 1/8 TORUSEAL NSF61 FLG GSKT	2	8.920	EA	17,84
SSLCE6	6 PVC WDG REST GLND *ONELOK	2	27.800	EA	55.60
I61506SBWTN	6 SS 316 BLT KIT W/ XYLAN NUTS	2	94.440	EA	188.88
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	2	14.820	EA	29.64
PD3105G4737	3X1000 UG DET SWR GREE	10	35.340	EA	353.40
E33170002	#70 VLV BX CVR WTR	2	23.650	EA -	47.30
E33170005	#70 VLV BX CVR MARANA WTR	2	19.490	EA	38.98



# FERGUSON WATERWORKS #3083 Price Quotation

Fax: 602-262-4276

16:46:34 JAN 09 2019 **Reference No:** B299360

Item	Description	Quantity N	et Price	UM	Total	
	SEGMENT 1 TOTAL				150229 36	
	· · · · · · · · · · · · · · · · · · ·					
and the same of th	MANA CONTRACTOR CONTRA					
	BLUE BONNET SEGMENT 3				Augustina Propinsion Propinsion	economis economis
TW14SLDUFG500	14GA SLD COP UF WIRE GREE 500	8000	94.930	M	759.44	
SDR35P1514	15X14 SDR35 PVC GJ SWR PIPE	6320	10.900	FT	68888.00	
DR18BP16	16 C905 DR18 CL235 PVC GJ BLUE PIPE	1620	27.110	FT	43918.20	
SPWPC16	16 SIGMA BELL REST FF C900 *PVLOK		295,560	EA	23940.36	
PD3105G4737	3X1000 UG DET SWR GREE	8	35.340-	- EA	282.72	
and the second s	SEGMENT 3 TOTAL				137788.72	***************************************
		Net	Total:		\$288018.08	
			Tax:		\$0.00	
		Fr	eight:		\$0.00	
			Total:		\$288018.08	

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms\_conditionsSale.html.

Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

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## **Selected Vendors**

Biditem	Activity	Resource	Description	Quantity Unit	Price	Extension
1055	2071010	4TRAFFIC	FURNISH, INSTALL AND MAINTAI	1.00 LS	25,000.0000	25,000.00
1055	2101900	4FLAGME	FURNISH, INSTALL AND MAINTAI	HR	90.0000	
1055	2101900	4TRABGF	FURNISH, INSTALL AND MAINTAI	LS	500.0000	
055	2101900	4TRAL1	FURNISH, INSTALL AND MAINTAI	HR	55.0000	
1055	2101900	4TRAL2	FURNISH, INSTALL AND MAINTAI	HŖ	75.0000	
055	2101900	4TRAPL	FURNISH, INSTALL AND MAINTAI	EA	50.0000	
055	2101900	4TRAREN	FURNISH, INSTALL AND MAINTAI	DA	25.0000	
1055	2101900	4TRATAX	FURNISH, INSTALL AND MAINTAI	EA	20.0000	
Quoted A	mount:					25,000.0



ROC # 240329

**AZ UTRACS 15237** 

February 1, 2019

Achen Gardner

Re: Tw

Twin Peaks-Blue Bonnet Roa Gravity Sewer Project

3TPBBS Segment 1 & 3 Phase 2

Our proposal to provide temporary traffic control for Segment 1 is: \$25,000 Traffic control plans, devices, labor are included. Estimated duration is 5 months

Our proposal to provide temporary traffic control for Segment 3 is: \$100,000 Traffic control plans, devices, labor are included. Estimated duration is 5 months

Taxes not included. An Arizona Form 5005 will be provided.

Our workers compensation EMOD is .77
We are certified SBE through the Arizona Unified Certification Program.
NAICS: Traffic Control 238990, Sign Manufacturing 339950, Traffic Control Equipment 532412

Fred Gomez
Operations Manager

# Exhibit 10.2 -SUBCONTRACTOR SELECTION & SBE REQUIREMENTS, UTILIZATION FORMS, AND LETTERS OF INTENT FOR SEGMENT 3

## **SEGMENT 1 & 3 CONSTRUCTION GMP 2 PROPOSAL (1-9-19)**

Pima County SFQ 289179 (Twin Peaks-Blue Bonnet) Design-Build (DB) Pima No. 3TPBBS / Achen-Gardner Construction, LLC Project No. 3645100

Unless otherwise noted or defined in GMP 2 Exhibits, GMP 2 Proposal is subject to all included and attached recommended Subcontractor and Supplier quotations and associated inclusions, exclusions, clarifications, and qualifications (See attached).

Prof. Engineering Services – Construction Assistance (\$38,508.70)	EEC
Prof. Engineering Services – Construction Survey (\$23,533.30)	EEC
Materials Testing (\$53,145.00)	SAECO
Public Outreach (\$50,725.00)	Kaneen
Cold Patch (1) (\$7,125.00)75tn	Vulcan
Redi Mix) (1) (\$175,137.21)	CEMEX
(Aggregates) (1) (\$54885.60)	CEMEX
Manhole Materials) (1) (\$70,380.00)	Jensen Precast
Polymer MH Materials) (1) (\$66,073.00)	Armorock
Pipe (1)(\$137,788.72)	Ferguson

## Notes:

These material supply cost are incorporated into Achen Gardner approved self performed item's unit prices included on GMP 2 EXHIBIT 3 & 4 (SEG 3 and 4 SOV); these Owner approved unit prices include Contractor's responsibility for risk related to material supplier over and underruns.

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## **Selected Vendors**

EEC	Engineering and Enviromental Consultants	
Contact	Bruce Brown	
Phone:	(520) 321-4625	
Fax:	(520) 321-4625	
Mobile:	(520) 279+1058	
Email:	bbrown@eecorp.com	
Address:	4625 East fort Lowell Road	
	Tucson, AZ 85712	

#### Vendor Total:

## Note:

Items using plug prices have not been included in the Vendor Totals.

SEGMENT 3

July 9, 2018 ATTN: Mr. Dan Spitza, P.E. 550 South 79<sup>th</sup> Street Chandler, AZ 85226

Re: AG Project No. 3645100

Pima County – 3TPBBS Twin Peaks-Blue Bonnet Road Sewer Project Fee Proposal for Construction Assistance – Engineering Services during Construction

## Dear Mr. Spitza:

Engineering and Environmental Consultants, Inc. (EEC) is pleased to submit this proposal to provide professional engineering services for the Construction phase of the Twin Peaks-Blue Bonnet Road Sewer (3TPBBS) Project. This proposal is for construction assistance during the construction phase for Segment 1, Segment 2 and Segment 3.

The following is our proposed Scope of Work for Construction Assistance and attached **ExhibitsA-1** is the estimated engineering fee associated with the outlined scope. This fee estimate assumes construction for the each segment will have the following construction schedule:

Segment 1: 5 months

Segment 2: 4 months

Segment 3: 4 months

Proposed Scope of Work for Segment 1, Segment 2 and Segment 3 includes the following tasks

## TASK 1, Task 2 and Task 3:

This task includes engineering assistance during construction of each segment:

- Bi-weekly project status meetings: During the construction phase, we anticipate biweekly project coordination meetings with the County and encompass efforts to attend meetings as needed and provide any exhibits as needed.
- Project team meetings/coordination/scheduling: This task includes EEC/Achen-Gardner design team meetings and EEC to coordinate and track project progress and tasks
- Stakeholder/Specialty Meetings and Coordination: This includes preparation for and attendance of up to two stakeholder meetings along with specialty meetings involving specific design/construction related issues.

- Contract Administration: Coordination with Achen-Gardner and County Project
  Manager on contract administration needs and includes preparation of invoices and
  oversight of project design team and sub-consultants.
- Contractor Requests for Information (RFI's): EEC will review all RFI's submitted by contractor and will provide recommendations in an RFI response form.
- **Submittal Reviews**: EEC will review all shop drawings and submittal for review documents and provide comment or approval.
- **Construction Inspections**: EEC anticipates providing bi-weekly construction inspections or special inspections as needed to satisfy final permit requirements
- Review of test results and as-built information: EEC will review test results for conformance to permit requirements and prepare as-built documents for final submittal package.
- Permit Submittal Assistance: EEC will assist in preparing all documents required for submittal to ADEQ for a Discharge Authorization permit.
- Tierra: A lump sum fee for assistance during construction for our Tierra Right-of-Way has been estimated and is dependent on the results of the environmental surveys during design.
- Reimbursable: A minimal reimbursable fee has been included for reproduction costs of documents.

Thank you for the opportunity to provide this proposal. Should you have any questions, please do not hesitate to contact me directly at (602) 248-7702 EXT 7322.

Sincerely,

Carrie Cote, PE Project Manager

**Enclosures** 

•	Task Description	Estin	nated Costs	Estimated Total Hours		PM			ΑÆ		Designer		CADD/ Inpsector	Expenses/sut
1		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				\$ 175.	79	1 5	160.71		\$ 112.19		\$ 98.67	
	1.0 Construction Assistance - Segment 1			i		7	_	1					00.01	
_	1,1 By-weekly project status meetings (5 months)	\$	3,214,20	20		s -	1	20 \$	3,214,20		\$ -		S -	
- 1	1.2 Project team meetings/coordination/scheduling	S	4,486,90	30	10	\$ 1,757		10 \$		10	\$ 1,121,90		s -	
	1.3 Stakeholder/Specialy meetings and coordination	\$	2,401,02	18	6			S		12			s -	
$\neg$	1.4/Contract Administration	\$	878.95	.5	5			S	6 -		S -		s -	
-+	1.5 Contractor RFI's	\$	7,550,30	50		S -		10 5	6,428,40	10	\$ 1.121,90		S	
-	1.6 Submittal Reviews	\$	3,214,20	20		\$ -		20 \$			S -	1	s -	
-+	1,7 Construction Inspections (bi-weekly)	S	9,134,40	80	····	s .		20 S	······································		\$ -	60	\$ 5,920.20	
	1.8 Review of test results and as-built information	S	1,637,26	10	2			8 \$		11	\$ -		S -	
	1.9/Permit submittal assistance	\$	5.130.44	44		\$ -	1	4 5		40			<b>S</b> -	1
	1.10 Tierra - Lump Sum	8	7,500,00	-		\$ -		S		-	\$ .		s -	1
		\$	45,147.67	277				Ţ					<u> </u>	
-	2.0 Construction Assistance - Segment 2						-	+			\$ -			
	2.1 By-weekly project status meetings (4 months)	\$	2,571.36	16		\$ -	1	16 \$	2,571.36		\$ <b>-</b>		\$ - I	
	2.2 Project team meetings/coordination/scheduling	\$	3,589,52	24	8	\$ 1,406.	32	8 \$	1,285,68	8	\$ 897,52		\$ -	
$\neg \uparrow$	2,3 Stakeholder/Specialy meetings and coordination	\$	1,600.68	12	4	\$ 703.	6	1 \$	7 7:		\$ 897.52		<b>S</b> -	
$\neg$	2.4 Contract Administration	\$	703.16	4	4	\$ 703.	6	S			\$ -		<b>S</b> -	
	2.5 Contractor RFI's	S	6,040,24	40		\$ -		32 \$	5,142.72	8	\$ 897.52		S -	
	2.6 Submittal Reviews	\$	1,928.52	12		\$ -	<del></del>	2 \$		a comit	5 -		5 -	
_	2.7 Construction Inspections (bi-weekly)	\$	7,307,52	64	-	\$ -		6 \$			s -	48	\$ 4,736,16	
_	2.8 Review of test results and as-built information	\$	1,637,26	10	2			8 5			\$ -		S -	
_	2.9 Permit submittal assistance	S	5.130.44	44		\$ -		4 \$		40	\$ 4,487,60		S	
-+	2.10 Tierra - Lump Sum	S	7,500,00			<b>s</b> -		\$			\$ -		s -	
	Sub-Total Task 2	\$	38,008.70	226				Ť						
_	3.0 Construction Assistance - Segment 3							+			\$ -			
	3.1 By-weekly project status meetings (4 months)	\$	2,571,36	16		\$ -	7	6 \$	2,571.36		\$ -		\$ -	
	3.2 Project team meetings/coordination/scheduling	\$	3,589,52	24	8	\$ 1,406.	12	8 \$	1,285.68	8	\$ 897,52		\$ -	
	3.3 Stakeholder/Specialy meetings and coordination	\$	1,600.68	12	4	\$ 703.	6	\$		8	\$ 897.52		\$ -	
$\neg \uparrow$	3,4 Contract Administration	\$	703,16	4	4	\$ 703,	6	\$			\$ =		\$ -	
	3.5 Contractor RFI's	\$	6.040.24	40		\$ -	1 3	2 \$	5,142.72	8	\$ 897,52		\$ -	
	3.6 Submittal Reviews	\$	1,928.52	12		\$ -		2 \$	1,928.52		\$ -		\$ -	
	3.7 Construction Inspections (bi-weekly)	\$	7,307,52	64		\$ -		6 S	2.571.36		\$ -	48	\$ 4,736.16	
	3.8 Review of test results and as-built information	\$	1,637.26	10	2	\$ 351.	8	8 \$			\$		S -	
	3 9 Permit submittal assistance	\$	5,130,44	44		\$ -		4 \$	642.84	40	\$ 4,487,60		s -	
	3.10 Tierra - Lump Sum	\$	7,500,00	*	· · · · · · · · · · · · · · · · · · ·	\$ -		S	*:		5 -		<b>5</b> -	
	Sub-Total Task 3	\$	38,008,70	226	1									
	Reimbursable (printing & expenses)	\$	500.00											
	Allowances and Reimbursable Sub-Total	S	500,00									1		
_		\$	****		1	:					· · · · · · · · · · · · · · · · · · ·			
		\$	-											
	Total Fee	S	121,665,07	729	59	<b>\$</b> 10.371.	31 31	4 5	50.462.94	200	\$ 22,438.00	156	\$ 15,392.52	0 s

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## **Selected Vendors**

## Vendor Total:

## Note:

Items using plug prices have not been included in the Vendor Totals.

SECMENT 3

July 9th, 2018 ATTN: Mr. Dan Spitza, P.E. Achen-Gardner 550 South 79<sup>th</sup> Street Chandler, AZ 85226

Re: AG Project No. 3645100

Pima County – 3TPBBS Twin Peaks-Blue Bonnet Road Sewer Project Fee Proposal for Construction Staking

Dear Mr. Spitza:

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.

Mr. Dan Spitza, P.E. Achen-Gardner July 9th, 2018 Page 2 of 3

## 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 Spitza, 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,

Bruce Brown, PLS Survey Director

**Enclosures** 

1,1 Constr 1,2 AS-Bu	ent 1 - Survey During Construction ruction Staking -Control, MHs, Main, Potholes, ROW itl Survey - Potholes, MHs, Asbuilt Drawings r Allowance - Segment 1	\$ 17,591.48 \$ 8,692.86	120		\$ 175.79		s 160.71	1	S 112.19						
1,1 Constr 1,2 AS-Bu	uction Staking -Control, MHs, Main, Potholes, ROW ilt Survey - Potholes, MHs, Asbuilt Drawings		120					k k:	> 112.19	#	\$ 98.67	\$ 64	.66	\$ 158.34	
1.2 AS-Bu	ilt Survey - Potholes, MHs, Asbuilt Drawings		130				,								
		\$ 8692.85			ş .	9 5		31	\$ 3,477,89	0		5		\$ 12,667.20	T
1,3 Survey	Allowance - Segment 1		68		S .	5 5	5 803.55	9	\$ 1,009.71	.28	\$ 2,762.76	S	- 26	\$ 4,116.84	
	raidra ac ocyment	\$ 2,968.27	21		S -	2 5		4		3		\$		\$ 1,900,08	4 200
	Sub-Total Task 1	\$ 29,250.61	209	8	S .	16 5	2,571,38	44	\$ 4,935.36	31	\$ 3,058,77	S	111	\$ 18,684.12	
300	ent 2 - Survey During Construction	······································				<del>  -</del>		-	•					1	<del></del>
	uction Staking -Control, MHs, Main, Potholes, ROW	\$ 15,691,40	108		5	1	5 1,446.39	21	\$ 3,477,89			<del></del>		S 10,767.12	<del>-</del>
	ilt Survey - Potholes, MHs, Asbuilt Drawings	\$ 8,456,52	4		-	5 3		9			\$ 2,368.08			\$ 4,275.18	<del></del>
	Allowance - Segment 2	\$ 2,574,64	<b>4</b>		· ·	1.51 3		44			S 258.54			S 1,583.40	+
Zalbulvej	Sub-Total Task 2			0	\$	1	\$ 2.491.01	~ -			S 2.824.82	ns		\$ 16,625.70	+
		EU, LL. JO			*	1 100	ν <u>ε,ποιω</u> .	77.7	V 1,001.21	20.0	3 2,024.02	0 0		1, O 10,020 ; O	
3.0 Seam	ant 3 - Survey During Construction								s ·						1
	uction Staking Control, MHs, Main, Potholes, ROW	\$ 15,008,08	110		S -	9 5	5 1,446.39	31	\$ 3,477,89	a	s -	S	70	\$ 11,083.80	1
	ilt Survey - Potholes, MHs, Asbuilt Drawings	\$ 5,630,29	<del></del>		S ~	4 5		5		24	5 2,368.08	Š		\$ 2,058.42	
	Allowance - Segment 3	S 1,894,93	17		S *	1,3 5		3.6				s		\$ 1,425.06	1
	190 - Indiana Mariana Indiana - Indiana	\$ 23,533,30	173	ol	<b>S</b> •	143 5		39.8			\$ 2,624,62	o s	92	\$ 14 567 28	1

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Extension

53,145.00

53,145.00

Price

53,145.0000

## Selected Vendors

SAECO
Smith & Annala Engineering Company
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
Biditem Activity Resource Description

748 2102500 4QC TESTING

**Quoted Amount: Plugged Amount:** 

Vendor Total: 53,145.00

Quantity Unit

1.00 LS



July 3, 2018

Attention:

Jason DeCarlo

**Achen-Gardner Construction** 

2425 W. Wave Hill Ct. Tucson, AZ 85705 <u>Jdecarlo@achen.com</u>

SEC 3

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.

Construction Materials Testing Services
Blue Bonnet – Twin Peaks Gravity Sewer, Construction Phase
SAECO Proposal Number PC29.18.059



## 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

Construction Materials Testing Services Blue Bonnet – Twin Peaks Gravity Sewer, Construction Phase SAECO Proposal Number PC29.18.059



## 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.

Description	Quantity	Rate	Amount
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
Subtotal, Segment 2			\$59,375.00

## 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.

Description	Quantity	Rate	Amount
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
Subtotal, Segment 3			\$53,145.00

**Construction Materials Testing Services** Blue Bonnet - Twin Peaks Gravity Sewer, Construction Phase SAECO Proposal Number PC29.18.059



## 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.

Description	Quantity	Rate	Amount
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
Subtotal, Segment 1			\$68,560.00

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 Olgitally signed by Jonathan Alexander, P.E. Date: 2016 07.03 15:27:00-07'00'

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

Achen-Gardner Construction, LLC 3645100-3 COPY TWIN PEAKS BLUE BONNET SWR SEG 3 \*\*\* Mike Cruse

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## **Selected Vendors**

KANEEN Contact:

KANEEN Kathy Jirchele

Email:

kathy@kaneenpr.com

**Biditem** 

746

Activity

Quote Folder: PUBLICOUTR PUBLIC OUTREACH

2102700

Resource Description

4PUBLIC PUBLIC OUTREACH

**Quantity Unit** 

Price

Extension 50,725.00

1.00 LS 50,725.0000

50,725.00

Quoted Amount: Plugged Amount:

Vendor Total:



Pima County Design Build Services -Twin Peaks-Blue Bonnet Road Gravity Sewer Project (3TPBBS) SECMENT 3
ASSUMPTION = \$50,725.

## Public Outreach - Assumes 18 Months **ESTIMATE OF MANHOURS**

7/3/2018

Task	Project Principal/Manager	<u>Designer/Artist</u>	Public Relations Coordinator	Clerical	Total Hours	Total Labor Costs	<u>Direct Expenses</u>	Total Costs
	\$12 <del>5</del>	\$100	\$90	\$50				\$ 110,725.00
			-			:		
Team Meetings, Project Planning and Weekly Construction Meetings	180	•		5	260	\$29,500	s 50.00	\$ 29,550,00
Constituedon meetingo	1,50				200	<b>V</b> 23,333	30.50	20,000
Property Owner Outreach (Assumes 10 meetings, one-on- one outreach, on-site meetings, etc)	30	5	10	<b>2</b>	47	\$5,250	s 300.00	<b>\$</b> 5.550.00
3. Stakeholder Outreach (Assumes 5 meetings to include businesses, Neighborhood Associations, Emergency					-			
Services, etc)	20	5	5		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	\$14,575	\$ 1.100.00	\$ 15,675.00
o. Iranic Alens (Assumes Weekly Alens)	- 65		30		130		1,100,00	\$ 15,675.00
7. Constant Contact Database / Project Information Line (Split with other RWRD Projects when possible)	65	0	20	20	105	\$10,925	\$ 2,000,00	\$ 12,925.00
	_		en e					
B. Outreach Materials (May include fact sheets, maps, letters, etc)	20	15	20		60	\$6,050	<b>\$</b> 950.00	\$ 7,000.00
	.,	•						
9. TSM Meetings (Assumes 1 - coordination and attendance)	10	4	8	6	28	\$2,670	\$ 525.00	\$ 3,195.00
			<del>`</del>	<u> </u>	20	.42,010	92000	5,193.00
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 ESTIMATE OF MANHOURS

7/3/2018

Task	<u>Project</u> <u>Principal/Manager</u>	Designer/Artist	Public Relations Coordinator	Clerical	Total Hours	Total Labor Costs	Direct Expenses	<u>Total Costs</u>
	<b>\$</b> 125	\$100	\$90	<b>\$</b> 50				\$ 110,725.00
	-		:					
11. Public Open Houses (Assumes 1)	36	10	12	6	64	\$6,880	\$ 3,450,00	\$ 10,330.00
			,					
12. Project Management	40	0	25	* O	65	\$7,250	\$ 50.00	\$ 7,300.00
						,		
TOTAL	552	61	250	73	936	\$101,250	\$ 9,475.00	\$ 110,725.00

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## **Selected Vendors**

VULMA1
Vulcan Materials
Contact:
Phone:
(520) 405-2690
Email:
Address:
2526 E. University Dr.
Phoenix, AZ 85034

Notes: AGGREGATES; ASPHALT SUPPLIER; CONCRETE SUPPLIER

**Quote Folder:** ASPHALT ASPHALT

Biditem Resource Description Quantity Unit Price **Extension** Activity ASPHALT PIMA COUNTY 57.8000 2AC TN RUBBER ASPHALT (NO SPEC) 31.00 TN 0.0100 0.31 2ARAC 2COLDMI COLD MIX 75.00 TN 95.0000 7,125.00 7,125.31

**Quoted Amount: Plugged Amount:** 

Vendor Total: 7,125.31

# Quotation



Attn: Mike Cruse

**Quote Name:** 

Quote #:

TWIN PEAKS BLUE BONNET SEWER SEGEE

378709

ACHEN-GARDNER CONSTRUCTION LLC

550 SOUTH 79TH STREET CHANDLER, AZ 85226

213235 Acct#:

**BLUE BONNET RD & TANGERINE RD** 

**MARANA. AZ 85658** 

Date:

Friday, December 7, 2018

Sales Rep :

Mark Higgins

**Quote Created:** 

Effective From:

Wednesday, December 5, 2018

Tuesday, December 11, 2018

10100 West Avra Valley Rd. **MARÁNA, AZ 85653** 

Phone:

520-405-2690

Quote Expiration:

Friday, January 11, 2019.

Fax : Email: 520-806-0500 higginsm@vmcmail.com

Price Expiration:

Friday, January 4, 2019

## Special Instructions:

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

SEG 3

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



ASSUMPTION = 75 TONS @ 95/row = 4 7,125 00

SEGMENT 3

Page 1 of 3

## 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:	
			The production of the second s
Sales Representative:		Date:	
We appreciate the opportur	nity to provide you this quote and trust that Vulcan will have	the pleasu	ire 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 annum 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 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 <a href="https://www.marsh.com/moi?effent=D156">https://www.marsh.com/moi?effent=D156</a>.

#### **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 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

CEMIN1	CEMEX Inc
Contact:	Jose Jose
Phone:	(602) 416-2735
Fax:	(520) 572-5775
Mobile:	(602) 809-1084
Email:	josel.quintero@cemex.com
Address:	5555 East Van Buren Street
	Suite 155
	Phoenix, AZ 85008
Notes:	AGGREGATES; ASPHALT SUPPLIER, CONCRETE SUPPLIER

Biditem	Activity	Resource	Description	Quantity Unit	Price	Extension
		2AGABC	ABC MAG	1,008.00 TN	10.0000	10,080.00
*		2AGTRAC	TRAC OUT ROCK 1-3"	150.00 TN	18.5000	2,775.00
		2BEDDIN	PIPE BEDDING SAND PER RWRD	4,944.45 TN	8.0000	39,555.60
		2ENVIRO	ENVIONMENTAL FEE AGGREGAT	353.00 EA	5.0000	1,765.00
890	2700005	<b>2FUELSU</b>	FURNISH AND INSTALL 15" SDR 35	235.00 EA	10.0000 P	2,350.00
892	2700005	<b>2FUELSU</b>	FURNISH AND INSTALL 16" C-900 (	74.00 EA	10.0000 P	740.00
895	2700005	<b>2FUELSU</b>	FURNISH AND INSTALL 15" SDR 35	38.00 EA	10.0000 P	380.00
900	2700005	2FUELSU	FURNISH AND INSTALL 15" SDR 35	6.00 EA	10.0000 P	60.00
905	2901010	<b>2FUELSU</b>	SCOUR PROTECTION	9.00 EA	27.0000 P	243.00
910	2700007	<b>2FUELSU</b>	FURNISH AND INSTALL NEW 60"	146.00 EA	27.0000 P	3,942.00
920	2700007	<b>2FUELSU</b>	F & I NEW 8' DIA POLYMER MH # 3	5.00 EA	27.0000 P	135.00
930	2700007	2FUELSU	FURNISH AND INSTALL NEW 60" P	2.00 EA	27.0000 P	54.00
Adjustme \$ Adjustm						710.00
Folder To						62,789.60
						•
Quote Fo		IMIX REDI				
Biditem	Activity		Description	Quantity Unit	Price	Extension
			1/2 SACK CLSM	1,668.10 CY	84.5000	140,954.45
		2CRMAG	MAG B CONCRETE	303.51 CY	100.5000	30,502.76
		2CRSHOR	CONCRETE SHORT LOAD FEE	15.00 EA	200.0000	3,000.00
824	2901010	2ENVIRO	REPLACE VERTICAL CURB STD D	9.00 EA	20.0000	180.00
826	2901010	2ENVIRO	REPLACE CONCRETE HEADER PC	2.00 EA	20.0000	40.00
827	2901010	2ENVIRO	REPLACE CONCRETE SPILLWAY	6.00 EA	20.0000	120.00
828	2901010	2ENVIRO	REPLACE 4' SIDEWALK PC STD DE	4.00 EA	20.0000	80.00
900	2700007	2ENVIRO	FURNISH AND INSTALL 15" SDR 35	13.00 EA	20.0000	260.00
Folder To	otal:					175,137.21
Quoted A	mount:		•			229,312.81
						7,904.00

#### Note:

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



## Quotation 0021111551

Revision no. 4

SELLER: CEMEX Construction Materials South, LLC

Date:

12/13/2018

Offer expires:

03/31/2019

.

1% 15th, net 20th

Terms of Sale: Delivery Terms:

Delivered

Customer Job #:

P.O.BOX 540

Tucson

CORTARO, AZ 85652

VICTOR VILLASENOR

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

Sales Office:

Sales Employee:

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: BLU BONNET SEWER SEGMENT 3** 

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:

\*\*\*\*\*\*\*\*\*OUOTE 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: 12/13/2018

1 / 4



## 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<4yds. =\$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 THE PLANT.

Entered by: RBVILLASENOR

Document date: 12/13/2018



## Prepared for:

ACHEN-GARDNER CONSTRUCTION LLC

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.

5 am to 3 pm. Monday

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
50	750.000 TON	1307799	PAG SPEC ABC	10.00	1 TON	7,500.00
		THIS MATERIAL	IS A PAG SPEC MATERIAL.			
		F.O.B. PRICE FO	R THIS MATERIAL PICKED UP AT OUR APEX PLANT I	S \$6.50 PER	TON.	
60	4,900.000 TON	1331893	WASTE WATER BEDDING MAT.	8.00	1 TON	39,200.00
		F.O.B. PRICE FO	R THIS MATERIAL PICKED UP AT OUR APEX PLANT I	S \$4.50 PER	TON.	
70	150.000 TON	1183904	TRACK OUT ROCK	18.50	1 TON	2,775.00
		F.O.B. PRICE FO	R THIS MATERIAL PICKED UP AT OUR APEX PLANT I	S \$15.00 PEF	R TON.	•
80	34 PC	1247818	FUEL SURCHARGE ADJ FOR AGGREGATES	10.00	1 PC	340.00
		This is a per load	fee			
90	34 PC	1575860	ENVIRONMENTAL FEE - AGGREGATE-SOUTHE	5.00	1 PC	170.00
		This is a per load	fee			
100	20 EA	1401338	MIXED LOAD TIPPING FEE - LOAD	10.00	1 EA	200.00
		TIPPING FEE IS	THE DUMP FEE, CONCRETE WITHOUT REBAR, ASPH	ALT, AND IN	ERT MATERIAL A	ACCEPTED AT OUR
	•	TANGERINE PLA	NT ONLY. CUSTOMER IS RESPONSIBLE FOR THEIR	OWN TRUCK	S TO HAUL	
		DEBRIS/INERT M	IATERIAL.			
110	1,157.000 YD3	1332773	MAG #57 0.5 sk CLSM SEC 728	72.00	1 YD3	83,304.00
120	152.000 YD3	1588396	#57 2,500 CL B	88.00	1 YD3	13,376.00
130	130 PC	1247818	FUEL SURCHARGE ADJ-RM	17.00	1 PC	2,210.00
		This is a per load	fee			,

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



Prepared for:

ACHEN-GARDNER CONSTRUCTION LLC

Item	QTY	Material	Description	Price	Per UOM	Total
140	130 PC	1202749	ENVIRONMENTAL FEE-RM	20.00	1 PC	2,600.00
	•	This is a per load	fee			•

**Quotation Total** 

151,675.00

# SALES TAX NOT INCLUDED

Accepted thisupon Seller's attached St	day of andard Terms and Condi	2019 tions.
Firm:	<u> </u>	<del></del>
Signature:		
Print Name:		· 
Title:		
TAX EXEMPT	VES	NO

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## **Selected Vendors**

JENSEN Jensen Precast Contact: John Suor Vaults (602) 268-0228 Phone: Fax: (602) 305-2176 Email: jsuor@jensenprecast.com Address: 2410 West Broadway Road Phoenix, AZ 85041

Quote Folder: MANHOLEMAT MANHOLE MATERIAL

**Biditem** Activity Resource Description

260MANH 60" MANHOLE MATERIAL

**Quoted Amount:** 

Plugged Amount:

Quantity Unit 18.00 EA

**Price** 3,910.0000

Extension 70,380.00

70,380.00

Vendor Total:



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

SECMENT \$3

## QUOTATION

Project Name:

Blue Bonnett Segment 1 & 3

**Project Location: Customer Name:** 

**Achen-Gardner Construction, LLC** 

Attn To

Mike Cruse

Marana, AZ

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	\$3,910.00	\$160,310.00

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, conseal, 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

SEGMENT 3 - 18 MHS

€ €3,910.00 ea

GRAND TOTAL: \$160,310.00

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: Customer Name: Marana, AZ
Achen-Gardner Construction, LLC

Attn To

Mike Cruse

Phone:

(480) 940-1300

.

Email: jsuor@jensenprecast.com

**Quote Number:** 

**Quoted Date:** 

**Quoted By:** 

Q-00008483

12/06/2018

John Suor

Phone: +1 (520) 719-6125

CUSTOMER PO

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.

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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. <u>Goods To Be Provided:</u> 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. <u>No Additional Terms Of Sale</u>: 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. <u>Price</u>: 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. <u>Time For Performance</u>: 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. <u>Delivery</u>: 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. <u>Customer Responsibilities</u>: 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. <u>Equipment</u>: 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. <u>Project Information</u>: 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. <u>Force Maieure</u>: 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. <u>Limited Warranty</u>: 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. <u>Indemnity</u>: 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. <u>Dispute Resolution</u>: 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. <u>Submittals and Tests</u>: 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. <u>Custom Products</u>: 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. <u>Storage Fees</u>: 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. <u>Invoice Date</u>: 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.
- 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.

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## **Selected Vendors**

ARMOR	Armorock	
Contact:	Mike Bussio	
Phone:	(702) 824-9702	
Mobile:	(602) 679-3944	
Email:	mbussio@armorock.com	
Address:	P O Box 60006	-
100	Boulder City, NV 89006	

Biditem Ac	tivity	Resource 260POLY 296POLY	<b>Description</b> 60" POLYMAR M 96" POLYMER M	Quantity Unit 2.00 EA 1.00 EA	<b>Price</b> 10,056.0000 42,770.0000	Extension 20,112.00 42,770.00
Adjustments:						
\$ Adjustment:						3,191.00
Quoted Amour	ıt:					62,882.00
Plugged Amou	nt:			* *.		