

CITY COUNCIL REPORT



Meeting Date: December 7, 2020
 General Plan Element: *Open Space & Recreation*
 General Plan Goal: *Ensure a wide range of recreational facilities and services.*

ACTION

Construction Manager at Risk for construction Phase Services for the Bond 53 – Build Multi-Use Sports Fields in the Area of Bell Road (OFFSITE WATER SYSTEM). Adopt Resolution 12010 authorizing construction manager at risk (CMAR) Contract No. 2020-199-COS in the amount of \$727,480.23 between the City and Hunter Contracting Co. for construction phase services for the Bond 53 – Build Multi-Use Sports Fields in the Area of Bell Road (Offsite Water System).

BACKGROUND

The purpose of this action is to authorize a CMAR construction phase services contract for the City of Scottsdale's Bond 53 – Build Multi-Use Sports Fields in the Area of Bell Road (Offsite Water System). Under this construction phase services contract, the CMAR will begin the procurement process of long-lead items that will help keep our project schedule.

On October 20, 2020 Council approved contract No. 2020-174-COS between the City and Hunter Contracting Co. for pre-construction phase services.

ANALYSIS & ASSESSMENT

Recent Staff Action

On August 12, 2020 Capital Project Management staff solicited Requests for Qualifications from Construction firms. Six responses were received on September 2, 2020. A panel of four City staff and one Contractor's representative evaluated the responses and based on the panel's recommendation, Hunter Contracting Co. was selected for contract negotiations.

Community Involvement

The project team held a virtual public meeting in August and October 2020 and a project hotline will be maintained throughout the construction of the project.

RESOURCE IMPACTS

Available funding

Funding for this project is currently available in the Build Multi-Use Sports Fields in the Area of Bell Road CIP Project (PG09) to fund construction costs.

Staffing, Workload Impact

The contract administrator responsible for enforcement of all provisions of the contract is Joe Phillips, Project Manager, Public Works Division. Parks and Recreation and Water Resources staff will provide support to the Project Manager.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution 12010 authorizing CMAR Contract No. 2020-199-COS in the amount of \$727,480.23 between the City and Hunter Contracting Co. for construction phase services for the Build Multi-Use Sports Fields in the Area of Bell Road (Offsite Water System).

Proposed Next Steps:

Upon Council approval, the construction phase of the project will begin immediately.

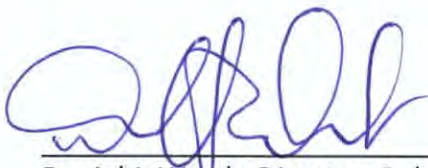
RESPONSIBLE DEPARTMENT(S)

Capital Project Management, Park and Recreation Department

STAFF CONTACT (S)

Joe Phillips, Project Manager, jphillips@scottsdaleaz.gov, (480) 312-2522

APPROVED BY



Daniel J. Worth, Director, Public Works
(480) 312-5555, dworth@scottsdaleaz.gov

11-16-20

Date

ATTACHMENTS

1. Resolution 12010
2. Location Map
3. Contract 2020-199-COS

RESOLUTION NO. 12010

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. 2020-199-COS BETWEEN THE CITY AND HUNTER CONTRACTING CO. IN THE AMOUNT NOT TO EXCEED \$727,480.23 TO PROVIDE PHASE ONE CONSTRUCTION MANAGER AT RISK CONSTRUCTION SERVICES FOR THE 2019 BOND 53 – BUILD MULTI-USE SPORTS FIELDS IN THE AREA OF BELL ROAD (OFFSITE WATER SYSTEM).

WHEREAS, the City wishes to obtain CMAR construction phase services for construction of the 2019 Bond 53 Build Multi-Use Sports Fields in the Area of Bell Road (Offsite Water System); and

WHEREAS, Hunter Contracting Co. has been selected by the City to provide the requisite services necessary; and

WHEREAS, Hunter Contracting Co. is qualified to render the services desired by the City; and

WHEREAS, the nature of the project requires multiple construction phases and the City desires to begin the initial phase for long-lead equipment purchases;

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Construction Manager at Risk Contract No. 2020-199-COS between the City and Hunter Contracting Co. for the guaranteed maximum price of seven hundred twenty-seven thousand four hundred eighty dollars and twenty-three cents (\$727,480.23) to provide phase one construction services for the 2019 Bond 53 – Build Multi-Use Sports Fields in the Area of Bell Road (Offsite Water System).

PASSED AND ADOPTED by the City Council of the City of Scottsdale this _____ day of _____, 20_____.

ATTEST:

CITY OF SCOTTSDALE
An Arizona municipal corporation

Carolyn Jagger, City Clerk

W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:
Office of the City Attorney



Sherry R. Scott, City Attorney
By: Eric C. Anderson, Senior Assistant City Attorney

ATTACHMENT 1



ATTACHMENT 2					
PROJECT TITLE					
LOCATION MAP					
DEPT.	J.P.	DRAWN	DATE	SCALE	SHT.
CPM		RAH	9/20	NTS	1 OF 1





CITY OF SCOTTSDALE

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES

**PROJECT NAME: 53 - BUILD MULTI-USE SPORTS FIELDS IN THE AREA OF BELL ROAD
(OFFSITE WATER SYSTEM)**

PROJECT NO: PG09

CONTRACT NO: 2020-199-COS

TABLE OF CONTENTS

RECITALS.....1

ARTICLE 1 – CMAR’S SERVICES AND RESPONSIBILITIES1

ARTICLE 2 – CITY’S SERVICES AND RESPONSIBILITIES..... 14

ARTICLE 3 – CONTRACT TIME 17

ARTICLE 4 – CONTRACT PRICE..... 20

ARTICLE 5 – CHANGES TO THE CONTRACT PRICE AND TIME 23

ARTICLE 6 – PROCEDURE FOR PAYMENT 29

ARTICLE 7 – CLAIMS AND DISPUTES 36

ARTICLE 8 – SUSPENSION AND TERMINATION 40

ARTICLE 9 – INSURANCE AND BONDS 42

ARTICLE 10 – INDEMNIFICATION..... 50

ARTICLE 11 – GENERAL PROVISIONS 52

ARTICLE 12 – DEFINITIONS 64

EXHIBIT A - PROJECT DESCRIPTION SCOPE OF WORK

EXHIBIT B - PRECONSTRUCTION AGREEMENT

EXHIBIT C - CMAR’S GMP PROPOSAL

EXHIBIT D - STATUTORY PERFORMANCE BOND

EXHIBIT E - STATUTORY PAYMENT BOND

AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

CONTRACTOR’S NOTICE OF FINAL PAY ESTIMATE

CONTRACTOR’S NOTICE OF FINAL ACCEPTANCE

CITY OF SCOTTSDALE

**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES**

**PROJECT NO: PG09
CONTRACT NO: 2020-199-COS**

THIS CONTRACT, entered into this _____ day of _____, 20____, between the City of Scottsdale, an Arizona municipal corporation (the "CITY") and HUNTER CONTRACTING CO., an Arizona corporation ("CONSTRUCTION MANAGER AT RISK" or "CMAR").

RECITALS

- A.** The Mayor of the City of Scottsdale is authorized by provisions of the City Charter to execute contracts for construction services.
- B.** The City intends to construct the 53 - BUILD MULTI-USE SPORTS FIELDS IN THE AREA OF BELL ROAD – OFFSITE WATER SYSTEM, located 17492 N 91st Street and referred to in this Contract as the "Project".
- C.** The CMAR has represented to the City the ability to provide construction management services and to construct the Project. Based on this representation the City desires to engage HUNTER CONTRACTING CO., to provide these services and construct the Project.
- D.** Contract No: 2020-174-COS has been executed previously between the City and CMAR for Preconstruction Design services. Those services may continue during the duration of this Contract.

FOR AND IN CONSIDERATION of the parties' mutual covenants and conditions, the City and the CMAR agree as follows:

ARTICLE 1 – CMAR'S SERVICES AND RESPONSIBILITIES

1.0 The CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project located 17492 N 91st Street, and to completely construct the Project and install the material in the Project for the City. The Work must be to the satisfaction of the City and strictly in accordance with all legal requirements and Project Contract Documents as modified. The services may not be required to be performed in the sequence in which they are described. This Project is anticipated to be constructed in phases; the first phase is the purchase and storage of long lead equipment for the Project as described in Exhibit A attached and by reference made a part of this Contract, the second phase is construction of the project.

1.1. GENERAL SERVICES

1.1.1. The CMAR's Representative must be reasonably available to the City and have the necessary expertise and experience required to supervise the Work. CMAR's Representative must communicate regularly with the City but not less than once a week and must be vested with the authority to act

on behalf of the CMAR. The CMAR's Representative may be replaced only with the written consent of the City.

1.2. GOVERNMENT APPROVALS AND PERMITS

- 1.2.1.** Unless otherwise provided, the CMAR shall apply for and obtain or assist the City and the Design Team in obtaining all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. The CMAR is specifically required to obtain the necessary environmental permits or file the necessary environmental notices. Any environmental permits and licenses will be paid by the City in accordance with the provisions of Article 2.4.
- 1.2.2.** Copies of all necessary permits and notices must be provided to the Construction Coordinator and/or Contract Administrator before starting the permitted activity. This provision is not an assumption by the City of an obligation of any kind for violation of the permit or notice requirements.
- 1.2.3.** The CMAR shall apply for and obtain permit(s) for building and demolition, but the fees will be paid by the City in accordance with Article 2.4. The CMAR will also obtain any necessary regulatory or permitting, reviews for grading and drainage, water, sewer and landscaping, but the fees for the permitting will be paid by the City in accordance with Article 2.4.
- 1.2.4.** The CMAR shall be responsible for all other review and permit fees not specifically listed in Article 2.4 below or as qualified in Exhibit B.
- 1.2.5.** The CMAR shall be responsible for the cost of construction-related water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangement for construction water is the CMAR's responsibility. Construction water does not include "test water" required to complete new water line pressure tests.
- 1.2.6.** For purposes of this Contract, the Maricopa Association of Governments (M.A.G.) Standard Specification 107.12 is modified to read as follows: The CMAR, at its own expense, shall be responsible for the acquisition of any necessary temporary easements for construction purposes, storage, maintenance, and refuge haul-off as indicated upon the plans, which are required in addition to existing easements and right-of-way secured by the City.

1.3. PRECONSTRUCTION CONFERENCE

- 1.3.1.** Before beginning any Work, the Contract Administrator will schedule a Preconstruction Conference. The City and the CMAR have entered into a separate written contract for Design Phase services establishing the fee the City will pay the CMAR for all Preconstruction services
- 1.3.2.** The purpose of this conference is to establish a working relationship between the CMAR, utility firms, and various City agencies and staff. The agenda will include critical elements of the work schedule, submittal

schedule, cost breakdown of major lump sum items, CMAR Payment Requests and processing, coordination with the involved utility firms and/or utility companies (i.e. APS, SRP, SW Gas, etc.), and emergency telephone numbers for all representatives involved in the construction.

- 1.3.3. The construction Notice to Proceed (NTP) date will be established at the Preconstruction conference.
- 1.3.4. The CMAR will provide a Baseline Project Schedule indicating duration, manpower and equipment resources required to complete all major work activities. The City and Design Team will review and comment on the Baseline Project Schedule. The CMAR will revise the Baseline Project Schedule to the satisfaction of the Construction Coordinator and Contract Administrator. No Work will begin until the City accepts the Baseline Project Schedule.
- 1.3.5. The CMAR will submit a Schedule of Values based on the work and bids accepted from selected Subcontractors. These Values must reflect the actual labor time, materials, profit and overhead for the Work.
- 1.3.6. CMAR attendees must include CMAR's Representative who is authorized to sign documents on behalf of the firm, the job superintendent, and the CMAR's safety officer.

1.4. CONTROL OF THE WORK

- 1.4.1. The CMAR must properly secure and protect all finished or partially finished Work, and is responsible for the Work until the entire contract is completed and accepted by the City. Any payment for completed portions of the Work will not release the CMAR from this responsibility; however, it must turn over the entire Work in full accordance with these specifications before final settlement will be made. In case of suspension of the Work for any cause, the CMAR shall take all precautions as necessary to prevent damage to the Project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the City.
- 1.4.2. After all Work under the Contract is completed, the CMAR shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not included in the final Work from the Project site.
- 1.4.3. The CMAR must provide, through itself or Subcontractors, the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit the CMAR to complete the Work consistent with the Contract Documents, unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate contractor.
- 1.4.4. The CMAR must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

- 1.4.5. Survey stakes and marks required for the completion of the construction shown on the plans and as described in the specifications shall be furnished by the CMAR.
- 1.4.6. Where the Contract Documents require that a particular product be installed and applied by an applicator approved by the manufacturer, the CMAR shall ensure that the Subcontractor employed for this work is approved.
- 1.4.7. The CMAR shall take field measurements and verify field conditions and shall carefully compare all field measurements and conditions and other information known to the CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be immediately reported to the City.
- 1.4.8. Before ordering materials or conducting work, the CMAR and each Subcontractor must verify measurements at the Site. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, shall be submitted to the City for resolution before proceeding with the Work.
- 1.4.9. The CMAR shall accurately establish, maintain and protect all building and construction grades, lines, levels, and bench marks. This work shall be performed or supervised by an Arizona licensed Surveyor.
- 1.4.10. Any person employed by the CMAR or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by the CMAR or the Subcontractor employing the person, and shall not be employed again in any portion of Work without the written approval of the City. The CMAR or Subcontractor shall hold the City harmless from damages or claims that may occur in the enforcement of this Article.
- 1.4.11. The CMAR assumes responsibility for the proper performance of the Work of Subcontractors and any acts and omissions in connection with this performance. Nothing in the Contract Documents creates any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 1.4.12. The CMAR must coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, the CMAR agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 1.4.13. On a daily basis, the CMAR shall prepare a Contractor's Daily Report. The City's Construction Coordinator or its Capital Project Management (CPM) Inspector will provide a sample report format to the CMAR. The report must detail the activities that occurred during the course of the day, all equipment utilized and the number of hours operated, and all personnel on the site

inclusive of Subcontractors. The Daily Reports shall be submitted to the Construction Inspector a daily basis, unless otherwise arranged. Failure to provide Daily Reports as arranged or requested above may result in the retention of monthly progress payments until the Reports are brought up to date.

1.4.14. In the event of noncompliance with this Article 1.4, the City may require the CMAR to stop or suspend the construction in whole or in part. Any suspension, due to the CMAR's noncompliance will not be considered a basis for an increase in the Contract Price or extension of the Contract Time.

1.5. CONTROL OF THE WORK SITE

1.5.1. Throughout all phases of construction, including any suspension of the Work, the CMAR must keep the Site reasonably free from debris, trash and construction waste to permit the performance of its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, the CMAR will remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work to permit the City to occupy the Project or a portion of the Project for its intended use.

1.5.2. Dust Control. The CMAR will take appropriate steps, procedures or means required to prevent abnormal dust conditions due to its construction operations. The dust control measures shall be maintained at all times during construction of the Project to the satisfaction of the City, in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and City of Scottsdale Supplement to M.A.G. Standard Specifications together with applicable provisions of Federal and State Law.

1.5.3. Dust Control Coordinator. At any City construction site with greater than 1 acre of disturbed surface area, subject to a permit issued by a Control Officer requiring control of PM-10 emissions from dust generating operations, the CMAR must have at all times at the Site, at least one Dust Control Coordinator trained in accordance with the requirements of A.R.S. §49-474.05 during primary dust generating operations that is related to the purposes for which the Dust Control Permit was issued. The Dust Control Coordinator must have full authority to ensure that dust control measures are implemented at the Site, including authority to conduct inspections, deploy dust suppression resources, and modify or shutdown activities as needed to control dust. The Dust Control Coordinator must be responsible for managing dust prevention and dust control on the Site, including the use of leaf blowers and street sweeping equipment. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator.

The requirements described in the above paragraph do not apply if CMAR can establish to the satisfaction of the Contract Manager that one of the exemptions under A.R.S. §49-474.05 applies.

A Subcontractor who is engaged in dust generating operations at a Site that is subject to a Dust Control Permit issued by a County Control Officer and that requires the control of PM-10 emissions from dust generating operations must register with the County Control Officer. The Subcontractor must have its registration number readily accessible on the Site while conducting any dust generating operations.

- 1.5.4. If applicable, the CMAR shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. The CMAR shall coordinate all Work to minimize disruption to building occupants and facilities.
- 1.5.5. Only materials and equipment used directly in the Work may be brought to and stored on the Site by the CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CMAR.
- 1.5.6. Waste products shall become the property of the CMAR. At its expense, the CMAR shall dispose of all waste products and debris including excess earth material that will not be incorporated into the Work under this Contract at an appropriate off-site location in conformance with applicable Federal, State and Local Regulations.
- 1.5.7. The CMAR shall supervise and direct the Work. The CMAR is solely responsible for the means, methods, techniques, sequences and procedures of construction. The CMAR shall employ and maintain on the Work a qualified supervisor or superintendent who has been designated in writing by the CMAR as the CMAR's representative at the Site. The representative must have full authority to act on behalf of the CMAR and all communications given to the representative will be as binding as if given to the CMAR. The representative must be present on the Site at all times as required to perform adequate supervision and coordination of the Work. Where appropriate, all Provisions of M.A.G., Section 105.5, will be applicable.
- 1.5.8. In the event of abnormal weather conditions, such as windstorms, rainstorms, etc., the CMAR shall immediately inspect the Work Site and take all necessary actions to insure public access and safety are maintained.
- 1.5.9. **Damage to Property at the Site.** The CMAR is responsible for any damage or loss to property at the Site, except to the extent caused by the acts or omissions of the City or its representatives, employees or agents and not covered by insurance. The costs and expenses incurred by the CMAR under this Article may be paid as a Cost of the Work to the extent that the costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles, but shall not increase the GMP.

- 1.5.10. Damage to Property of Others.** The CMAR shall avoid damage, as a result of the CMAR's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of the City. The CMAR shall repair any damage caused by the operations of the CMAR, which costs will be paid as a Cost of the Work to the extent that these costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible, but shall not increase the GMP.
- 1.5.11. Failure of CMAR to Repair Damage.** If the CMAR fails to begin the repair of damage to property as required in Articles 1.5.9, and 1.5.10 and diligently pursue the repair, the City will give the CMAR 10-days written notice to begin repairs. If the CMAR fails to begin the repairs within the 10-day notice period, the City may elect to repair the damages with its own forces and to deduct from payments due or to become due to the CMAR amounts paid or incurred by the City in correcting the damage.

1.6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 1.6.1.** When required, Shop Drawings, Product Data, Samples and similar submittals are to be forwarded to the Construction Coordinator and the Contract Administrator for review in order to demonstrate the way in which the CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 1.6.2.** The CMAR shall review, approve, and verify that all submittals meet the intent of the Contract documents. Six (6) hard copies of each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents will be delivered to the Construction Coordinator for review. Electronic submittals may be acceptable if approved by the Construction Coordinator. Submittals made by the CMAR, which are not required by the Contract Documents, may be returned without action.
- 1.6.3.** The CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the necessary submittal has been approved by the City. All Work shall be in accordance with approved submittals. The CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval.
- 1.6.4.** By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the CMAR represents that the CMAR has determined and verified materials, field measurements and related field construction criteria, or will do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Contract Documents.
- 1.6.5.** The CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by City approval of Shop Drawings, Product Data, Samples or similar submittals unless the CMAR has specifically informed the City in writing of the deviation at the time of submittal and the City has given written approval to the specific deviation.

- 1.6.6. Informational submittals upon which the City is not expected to take responsive action may be identified as informational submittals in the Contract Documents.
- 1.6.7. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of the calculations and certifications.

1.7. QUALITY CONTROL, TESTING AND INSPECTION

- 1.7.1. **Inspection.** The City's Construction Inspectors may be stationed on the Work Site. The Construction Inspector may direct the attention of the CMAR and report to the Construction Coordinator the progress of the Work, the manner in which Work is being performed, and whether it appears that material furnished or Work performed by the CMAR fails to fulfill the requirements of the specifications and this Contract, but the inspection will not relieve the CMAR from any obligation to furnish acceptable materials or to provide completed construction that is in compliance with the Contract Documents in every particular. The Construction Inspector's purpose is to assist the City's Representative and should not be confused with an inspector associated with a City regulatory agency or with an inspector from a City Laboratory under Article 1.8.
- 1.7.2. In case of any dispute arising between the Construction Coordinator or Construction Inspector and the CMAR as to material furnished or the manner of performing the Work, the Construction Inspector will have the authority to reject materials or suspend the Work until the question and issue can be referred to and decided by the City. Construction Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Construction Inspectors will in no case act as or be considered as foremen or supervisors or perform other duties for the CMAR.
- 1.7.3. The furnishing of any services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequenced procedures or for safety precautions or programs or responsibility for the CMAR's failure to perform the Work in accordance with Contract Documents.

1.8. MATERIALS TESTING

- 1.8.1. All materials used in the Work must be new and unused, unless otherwise noted, and must meet all quality requirements of the Contract Documents.
- 1.8.2. All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the City. Any material rejected by the City will be removed immediately and replaced in a manner acceptable to the City.
- 1.8.3. The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and tests will

be made in accordance with the following: The City of Scottsdale Material Testing Manual and the standard methods of American Association of State and Highway Transportation Off Roads (AASHTO) or American Society for Testing and Materials (ASTM), and Maricopa Association of Governments (MAG) supplements.

- 1.8.4. The City may select a pre-qualified Independent Testing Laboratory and will pay for initial City Acceptance Testing.
 1. When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid for by the CMAR. Construction contingency cannot be utilized for the cost of re-testing.
 2. When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting will be performed by the same testing agency.
- 1.8.5. The CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and will provide them access to the Work at all times upon reasonable notice.
- 1.8.6. All soils and materials testing will be performed by the City's designated agent and payment for testing shall be paid for as outlined below. In coordination with the CMAR, the City will order tests and distribute test results for all construction areas. The City will distribute test results within 24 hours of receipt.
 1. The City will pay for soils or materials testing through a separate contract.
 2. Other material testing: When the first or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid by the CMAR. The City's Project Contingency cannot be utilized for the cost of re-testing.
- 1.8.7. At the option of the City, materials may be approved at the source of supply before delivery is started.
- 1.8.8. Code compliance testing and inspections required by codes or ordinances or by a plan approval authority, and which are made by a legally constituted authority are the responsibility of and will be paid by the CMAR, unless otherwise provided.
- 1.8.9. The CMAR's quality control testing and inspections are the sole responsibility of the CMAR and paid by the CMAR.

1.9 PROJECT RECORD DOCUMENTS/AS-BUILTS

- 1.9.1 During the construction period, the CMAR shall maintain at the jobsite a set of blue-line or black-line prints of the Construction Document drawings and Shop Drawings for Project Record Document purposes.

1. The CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The CMAR shall give particular attention to information on concealed elements which are difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings
- Revisions to details shown on drawings
- Depths of foundations below first floor
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits
- Revisions to electrical circuitry
- Actual equipment locations
- Duct size and routing
- Locations of concealed internal utilities
- Changes made by Contract Amendments
- Details not on original Contract Drawings

2. The CMAR shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked they shall include cross-reference locations on the Construction Documents.
3. The CMAR will mark Project Record Drawing sets with red erasable colored pencil.
4. The CMAR will note Requests for Information (RFI) Numbers, Architects' Supplemental Information (ASI) Numbers and Contract Amendment Proposal Numbers, etc., as required to identify the source of the change to the Construction Documents.
5. The CMAR will at the time of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.

1.9.2 Immediately upon receipt of the reviewed Project Record Drawings from the City, the CMAR shall correct any deficiencies or omissions to the drawings and prepare the following for resubmission to the City:

1. A complete set of PDF electronic files of all Project Record Drawings clearly marked with "As-Built Document." Files shall be named consistent with the Plan Set Index.
2. The PDF files will be converted from the CADD files of the Construction Documents provided by the City under Article 2.0 accurately bearing the CMAR's As-Built information from the Project Record Drawings in red and delivered to the City as part of the Project closeout.

3. The CMAR's original redlined mark-up prints of the Project Record Drawings.

1.10 PROJECT SAFETY

- 1.10.1 CMAR Safety Program.** All Work will be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including Arizona Division of Occupational Safety and Health (ADOSH) policies and procedures. The CMAR is required to attend a City safety briefing session at the Preconstruction meeting.

The CMAR will provide a safe jobsite and work environment for the safety and health of employees and members of the general public and will comply with all legal requirements including but not limited to the following:

- Occupational Safety and Health Act (OSHA)
- Electrical Safe Work Practices Standards
- OSHA Personal Protective Equipment Standards
- National Fire Protection Association (NFPA) 70E Standard for Electrical Safety in the Workplace
- OSHA Fall Protection Standards
- OSHA Confined Space Entry

All other applicable requirements of OSHA and local codes and agencies having jurisdiction.

Contractors that violate these rules and regulations may be subject to job shutdown or removal from City facilities.

- 1.10.2 City Safety Rules and Expectations.** Risk Management Division makes available a packet that contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.

- 1.10.3 Contractor Safety Tailgate Meetings.** The CMAR shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority. The Sign-in sheet of the tailgate meeting must be given to the City Inspector within 48 hours after the meeting.

- 1.10.4 Accident/Injury Procedure.** The CMAR shall contact the Contract Administrator and Risk Management Department within 24 hours of the occurrence of an accident or injury arising out of the CMAR's work under this Contract.

- 1.10.5 Unsafe Acts.** The CMAR employees shall abate or remedy any unsafe act or condition which may arise in the course of CMAR's work under this Contract.

- 1.10.6 Safety Audits.** The City reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the Construction

Coordinator or CPM Inspector must be notified should any OSHA inspections occur at a City job site.

- 1.10.7** The CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-site or off-site, and (iii) all other property at the Site or adjacent to the Site.
- 1.10.8** The CMAR assumes responsibility for implementing, monitoring, and documenting all safety precautions and programs related to the performance of the Work.
- 1.10.9** The CMAR will, before beginning construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, the CMAR's Safety Representative will be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.
- 1.10.10** The CMAR must provide OSHA 300A Summary log information including total recordable cases, total case rates, and lost workday incident rates for the past 2 calendar years. This information can be compared to Bureau of Labor Statistics (BLS) rates to determine whether a contractor has below average or above average accident/injury rates. Bureau of Labor Statistics information can be obtained through Risk Management. The Safety Representative will make routine daily inspections of the Site and will hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.
- 1.10.11** The CMAR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to the Contract Administrator and, to the extent mandated by Legal Requirements, to all government or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work.
- 1.10.12** The CMAR's responsibility for safety under this Article 1.10 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.
- 1.10.13** The CMAR and Subcontractors must provide Material Safety Data Sheets for all substances that are delivered to the City, that come under the OSHA Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200, Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

The CMAR and all Subcontractors using chemicals on City property must use only the safest chemicals, with the least harmful ingredients. These chemicals must be approved for use by a City of Scottsdale representative before bringing them to the Project Site.

The CMAR and all Subcontractors will make every attempt to apply approved chemicals with highly volatile organic compounds, outside of normal working hours. Adequate ventilation must be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication, the CMAR and Subcontractors are informed of the presence of (or possible presence of) chemicals in the area where the work requested will be performed. All selected Contractors shall contact the City for specific information relative to the type of chemicals present and location of appropriate Material Safety Data Sheets.

Unless included in the Work, if the CMAR encounters on-site material which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, it will immediately stop work and report the condition to the City.

If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CMAR will not resume work in the affected area until the material has been abated or rendered harmless. The CMAR and the City may agree, in writing, to continue work in non-affected areas on-site. An extension of Contract Time may be granted in accordance with Article 5.

1.11 WARRANTY

1.11.1 The provisions of M.A.G. Section 108.8 shall apply with the following additional requirements:

1. Should the CMAR fail to begin repairs or corrective work within 14 calendar days after receipt of written notice from the City, the City may perform the necessary work and the CMAR shall reimburse the City for the actual cost.
2. The warranty period on any part of the work repaired or replaced is extended for a period of 1 year from the date of the repair or replacement.
3. This warranty does not apply to damage caused by normal wear and tear or by acts beyond the CMAR's control.

1.11.2 Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than provided in this Article 1.11 or the Contract Documents. The CMAR will provide the City with all manufacturers' warranties upon Substantial Completion.

1.11.3 The CMAR's warranty obligation will be the maximum allowed by the Arizona Registrar of Contractors

1.12 CORRECTION OF DEFECTIVE WORK

1.12.1 The CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Article 1.11 above within a period of 1 year from the date of Substantial Completion of the Work or any portion of the Work, or within any longer period, to the extent required by the Contract Documents. A Progress Payment, or partial or entire use or occupancy of the Project by the City will not constitute acceptance of the Work if not in accordance with the Contract Documents.

1.12.2 The CMAR will take meaningful steps to begin correction of nonconforming Work subject to this Article 1.12. These measures include but are not limited to timely correction of the Work. If the CMAR fails to initiate necessary measures for this Work within 7 days of receipt of written notice from the City, the City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that the City will commence correction of the nonconforming Work with its own forces.

1.12.3 If the City does perform this corrective Work, the CMAR will be responsible for all reasonable costs incurred by the City in performing this correction.

1.12.4 The CMAR will immediately respond to any nonconforming Work that creates an emergency.

1.12.5 The 1 year period referenced in this Article 1.12 applies only to the CMAR's obligation to correct nonconforming Work and is not intended to be a period of limitations for any other rights or remedies the City may have regarding the CMAR's other obligations under the Contract Documents.

1.13 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTION

The Parties have entered into a Preconstruction Agreement that contains Subcontractor and Major Supplier provisions. In selecting Subcontractors and Major Suppliers, the CMAR will comply with the provisions in the Preconstruction Agreement. [For horizontal construction, as defined in A.R.S. §34-101(15), the CMAR must self perform not less than 45% of the Work as required by A.R.S. §34-605(G).]

ARTICLE 2 – CITY'S SERVICES AND RESPONSIBILITIES

2.0 DUTY TO COOPERATE. The City will, throughout the performance of the Work, cooperate with the CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate the CMAR's timely and efficient performance of the Work and

so as not to delay or interfere with the CMAR's performance of its obligations under the Contract Documents. The City will furnish the CMAR a CADD file of the Construction Documents acceptable to the City, at no cost to the CMAR.

2.1 CONTRACT ADMINISTRATOR/CONSTRUCTION COORDINATOR

- 2.1.1** The Construction Coordinator will provide City-supplied information and approvals in a timely manner to permit the CMAR to fulfill its obligations under the Contract Documents.
- 2.1.2** The Construction Coordinator will promptly notify the CMAR if the Construction Coordinator observes any failure on the part of the CMAR to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the drawings and specifications.
- 2.1.3** The City may contract separately with a Design Team, and may include partial construction administration services for the Project. A copy of the Design Team's contract will be furnished to the CMAR.
- 2.1.4** Both the Contract Administrator and Construction Coordinator are responsible for construction administration of the Work. The Design Team, if authorized by the City, will review, approve or take other appropriate action upon the CMAR's submittals such as Shop Drawings, Product Data and Samples in accordance with Article 1.6. Communications by and with the Design Team will be through the Contract Administrator and Construction Coordinator.
- 2.1.5** The Contract Administrator or Construction Coordinator and the Design Professional will interpret and decide matters concerning performance under the requirements of the Contract Documents. The Design Professional's response to these requests will be made to the City. The City will timely forward the response to the CMAR.
- 2.1.6** The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the Procurement Code.

2.2 CITY'S SEPARATE CONTRACTORS. The City is responsible for all Work performed on the Project or at the Site by separate contractors under the City's control. The City will contractually require its separate contractors to cooperate with, and coordinate their activities, so as not to interfere with the CMAR, in order to enable timely completion of Work consistent with the Contract Documents. The CMAR agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.3 PERMIT REVIEW AND INSPECTIONS. Approving specific parts of the Building Permit is the responsibility of the City's Capital Project Management. The City of Scottsdale Plan Review Division issues Certificates of Occupancy.

2.4 FURNISHING OF SERVICES AND INFORMATION

- 2.4.1** The City will be responsible for the payment or waiver of the following:

1. City review and permit(s) fees for building, encroachment, and demolition permits.
2. City review fees for grading and drainage, water, sewer and landscaping.
3. Utility design fees for permanent services.
4. Obtaining Clean Water Act Nationwide 404 Permits.
5. City Development Fees.
6. Environmental Permits and Licenses.

2.4.2 Unless expressly stated to the contrary in the Contract Documents, the City will provide (at its own cost and expense) to the CMAR, the following information:

1. To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
2. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable the CMAR to perform the Work;
3. A legal description and Street or Physical address of the Site;
4. To the extent available, as-built record and historical drawings of any existing structures at the Site;
5. To the extent available, environmental studies, environmental impact statements, reports and impact statements describing the environmental conditions (including hazardous materials) known to exist at the site;
6. Upon request, the City will provide all City standards and guidelines, supplementary conditions and special provisions that will be included in the plans and specifications for the Project. These may include but are not limited to: disposal of surplus material, special security provisions, investigation of underground facilities, traffic controls and regulations, special quality control testing and termite treatment requirements.

The City will secure and execute all necessary Contracts with adjacent land or property owners that are reasonably necessary to enable the CMAR to perform the construction.

2.5 PROJECT MANAGEMENT SERVICES

2.5.1 The City may contract separately with one or more Technical Consultants to provide project management assistance to the Project. The Technical

Consultant's contract as well as the contracts of other firms hired by the City will be furnished to the CMAR upon request. The CMAR will not have any right however, to limit or restrict any contract modifications that are mutually acceptable to the City and Technical Consultant.

- 2.5.2 The Technical Consultant services will augment the City staffing resources to effectively manage the objectives of the City and this Project with the goal of managing the key project communication, cost and time parameters.
- 2.5.3 The Technical Consultant may provide preprogramming and design standards.
- 2.5.4 The City may contract with the Technical Consultant to provide some or all of the following services during the performance of the construction:
 - 1. Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed construction and to determine in general if the construction is being performed in accordance with the Construction Documents. The Technical Consultant will keep the City informed of progress of the construction and will endeavor to guard the City against defects and deficiencies in the construction. The Technical Consultant may have authority to reject construction which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Articles 1.7 and 1.8;
 - 2. Review and recommend approval of the CMAR's Payment Requests;
 - 3. Interpret matters concerning performance under and requirements of the Contract Documents on written request of the City. The Technical Consultant's response to these requests will be made with reasonable promptness and within any time limits agreed upon;
 - 4. Analyze, recommend and assist in negotiations of Change Orders;
 - 5. Conduct inspections to determine Substantial Completion and Final Acceptance;
 - 6. Receive and forward to the City for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the CMAR.

ARTICLE 3 – CONTRACT TIME

3.0 CONTRACT TIME

- 3.1 Contract Time will be 120 days as indicated in the Notice to Proceed (NTP).
 - 3.1.1 Contract Completion Time will start with the Notice to Proceed (NTP) and end with Substantial Completion. The City will issue a NTP letter establishing the mutually agreed upon NTP date for this Contract.

- 3.1.2 Failure on the part of the CMAR to adhere to the Project Schedule may be the basis for termination of this Contract by the City.
- 3.1.3 Each GMP amendment to this Contract will establish a separate construction NTP date, Performance Period and Substantial Completion date for the entire Project. The Performance Period(s) may be sequential or may run concurrently.
- 3.1.4 The CMAR agrees to commence performance of the Work and achieve Performance Periods and the Contract Time.
- 3.1.5 All of the times stated in this Article 3 are subject to adjustment in accordance with Article 5.

3.2 PUNCH LIST PREPARATION

A minimum of 30 days before Substantial Completion the CMAR, in conjunction with the City, will prepare a comprehensive list of Punch List items, which the City may edit and supplement. The CMAR will proceed promptly to complete and correct the Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the CMAR to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents will not commence until the date of Final Acceptance unless otherwise provided in the Contract Documents. Seven (7) days before the City issues its Final Acceptance Letter, the CMAR will deliver to the City all Operation and Maintenance Manuals necessary for the City to assume responsibility for the operation and maintenance of that portion of the Work.

3.3 LIQUIDATED DAMAGES

If Substantial Completion is not attained within the Contract Time as adjusted, the City will suffer damages which are difficult to determine and accurately specify. The CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, the CMAR will pay as liquidated damages the amounts specified in Section 108.9 of the M.A.G. Standard Specifications, incorporated in this Contract by reference. These amounts may be adjusted depending on the anticipated or actual loss caused by the delay and the difficulty of proof of loss.

3.4 PROJECT SCHEDULE CONSTRUCTION SCHEDULE. Each approved GMP proposal shall include a Project Schedule as prescribed in Article 3.5 with a Critical Path Method diagram construction schedule that will indicate the path of critical activities and establish the Performance Period encompassed by the GMP. The CMAR will maintain the construction schedule throughout the construction.

- 3.4.1 The Project Schedule will be initially submitted at the start of this Contract as required by Article 1 and updated and maintained throughout the Contract Services.
- 3.4.2 The Project Schedule will be revised as required by conditions and progress of the Contract Services, but any revisions will not relieve the CMAR of its obligations to complete the Contract Services within the Contract Time(s), as these dates may be adjusted in accordance with the Contract Documents.

3.4.3 An Updated Project Schedule will be submitted monthly to the City at least 5 days before the CMAR's monthly Payment Request.

1. The CMAR will provide the City with a monthly status report with each Project Schedule detailing the progress of Construction, including whether (i) the construction is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize the ability to complete the construction as presented in the GMP and within the Contract Time(s). The monthly status report and Project schedule shall be provided electronically to the Contract Administrator and Construction Coordinator no later than the 25th of each month.
2. With each Project Schedule submitted, the CMAR will include a transmittal letter including the following:
 - Description of problem tasks (referenced to field instructions, Requests for Information (RFIs), Change Order or claim numbers) as appropriate.
 - Current and anticipated delays not resolved by approved change orders, including:
 - Cause of the delay.
 - Corrective action and schedule adjustments to correct the delay.
 - Known or potential impact of the delay on other activities, milestones, and the date of Substantial Completion.
 - Changes in construction sequence.
 - Pending items and status including but not limited to:
 - Pending Change Orders.
 - Time extension requests.
 - Other items.
 - Substantial Completion date status:
 - If ahead of schedule, the number of days ahead.
 - If behind schedule, the number of days behind.
 - Other project or scheduling concerns.

3.4.4 The City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review will not relieve the CMAR from compliance with the requirements of the Contract Documents or be construed as relieving the CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Contract Services.

3.4.5 The Project Schedule will include a Critical Path Method diagram schedule that will show the sequence of activities, the interdependence of each activity and indicate the path of critical activities.

The Critical Path Method diagram schedule will be in days and indicate duration, earliest and latest start and finish dates, and will be presented in a time scaled graphical format for the Project as a whole.

1. The activities making up the schedule will be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and provide an appropriate basis for monitoring and evaluating the progress of the Work.
2. The Critical Path Method diagram construction schedule will be based upon activities which would coincide with the Schedule of Values.
3. The Critical Path Method diagram schedule will show all submittals associated with each Work activity and the review time for each submittal.
4. The schedule will show milestones, including milestones for City-furnished information, and will include activities for City-furnished equipment and furniture, if any, when those activities are interrelated with the CMAR's activities.
5. The schedule will include a critical path activity that reflects anticipated rain delay during the performance of the Contract. The duration will reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data will be based on information provided by the National Weather Service or other approved source.

3.5 COST ESTIMATES

Provisions pertaining to cost estimates may be found in the GMP Proposal, attached as Exhibit C.

3.6 CONSTRUCTION MANAGEMENT PLAN

As a part of the Preconstruction Agreement, the City has required the CMAR to prepare a Construction Management Plan.

ARTICLE 4 – CONTRACT PRICE

- 4.0** The CMAR agrees to do all Work for the construction of the improvements and to completely construct the improvements and install the material, as called for by this Contract, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the GMP, as may be amended from time to time, as set forth in the GMP Proposal, attached as Exhibit C, and by reference made a part of this Contract.

4.1 CONTRACT PRICE

- 4.1.1** The Contract Price is a not to exceed price of \$727,480.23 as stated in detail in the GMP Proposal, attached as Exhibit C.

- 4.1.2** The Contract Price is the sum of the GMP plus the City's Project Contingency defined in Article 12 and is subject to adjustments made in accordance with Article 5.
- 4.1.3** The CMAR is responsible for payment of all State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income, whether or not these taxes are specifically separated in the bid amount.
- 4.1.4** Unless otherwise provided in the Contract Documents, the Contract Price is to include all sales, use, consumer and other taxes throughout the term of this Contract, whether or not yet effective or merely scheduled to go into effect.
- 4.1.5** Any Contingencies and Allowances as agreed upon between the City and the CMAR will be in the GMP.
- 4.2 CMAR CONSTRUCTION FEE FOR CHANGES.** If the GMP requires an adjustment due to changes in the Work, the cost of any changes will be determined under Article 5.
- 4.3 GUARANTEED MAXIMUM PRICE (GMP)**
- 4.3.1** At the end of the design phase or at a time determined by the City, and as a part of the Work done under the Preconstruction Agreement, the City will request the CMAR to provide a GMP, or series of GMP's if the CMAR determines phased construction would be in the City's best interest. The approved GMP(s) is set forth in Exhibit C, attached to this Contract.
- 4.3.2** The CMAR guarantees to bring the completion of the construction of the Project within the GMP or the CMAR alone will be required to pay the difference between the actual cost and the GMP.
1. Buy out savings are any savings of the CMAR's GMP at the conclusion of the selection of Subcontractors. Buy out savings may be used during construction by the City as a City Project contingency. Unused savings will be returned to the City.
 2. Any savings realized during construction may be incorporated into the construction of the Project to fund additional scope items. Unused savings will be returned to the City.
- 4.3.3** The GMP is composed of the Total Cost of the Work (Direct Costs) plus the CMAR's Indirect Costs which are not-to-exceed cost reimbursable, actual costs or fixed fee amounts defined as:
1. The Total Cost of the Work (Direct Costs) is a negotiated and not-to-exceed amount defined by the individual work items and their associated negotiated unit prices as part of the hard construction work as defined in Article 1 as performed by the CMAR through self-performed work, Sub-Contractors' work and any other third party as set forth in Article 1.13 requirements for selection of subcontractors and major suppliers. It includes the costs for all direct labor, materials and

equipment incorporated in the completed construction, materials testing prescribed in Article 1.8 and warranty of the work.

2. The CMAR's Indirect Costs include the costs for General Conditions, Payment and Performance Bonds, Insurance, the CMAR Construction Fee and Taxes.
 - a. The General Conditions are costs for the negotiated amount of Project supervision and other indirect costs according to construction terms as defined in Article 12. These costs are not reflected in other GMP items. Costs may include, but are not limited to, the following: Project Manager, Superintendent, Full-time General Foremen, workers not included as direct labor costs engaged in Project support (e.g. loading/unloading, clean-up, etc.) and administrative office personnel. Other costs may include: temporary office, fees not specifically listed in Articles 1.2 and 2.4 or as qualified in Exhibit B, fencing and other facilities, office supplies, office equipment, minor expenses, utilities, vehicles, fuel, sanitary facilities, and telephone services at the site.
 - b. Payment Bonds, Performance Bonds and Insurance are actual costs applied to Cost of Work and General Conditions Costs as detailed in the GMP Proposal.
 - c. The CMAR Construction Fee is a negotiated fixed fee that is proposed by the CMAR for management and related services of the CMAR Project. The fee includes the CMAR's profit and home office overhead, whether at the CMAR's principal or branch offices, including the administrative costs, home office costs and any limitations or exclusions that may be included in the General Conditions.
 - d. Taxes include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

4.3.4 The GMP is cumulative. The amount of any GMP amendment will be negotiated separately and will reflect the CMAR's risk from that point forward in the Project.

4.4 GMP PROPOSAL. The GMP Proposal will be that as provided in the Preconstruction Agreement, and the GMP Proposal is attached as Exhibit C.

4.5 GMP APPROVAL. The approval of the GMP will be in accordance with the provisions of the Preconstruction Agreement, attached to this Contract as Exhibit B.

4.6 TAX/LICENSE

The CMAR must secure and maintain, during the life of the Contract, State of Arizona and City of Scottsdale Transaction Privilege (sales) Tax Licenses.

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website: http://www.revenue.state.az.us/ADOR_Forms/70-79/74-4002_fillable.pdf

To obtain a City of Scottsdale Transaction (Sales) Tax License Application, please go to the following website:
<http://www.scottsdaleaz.gov/taxes/salestax.asp>

4.7 RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

The CMAR is responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not these taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. The CMAR is advised to consider this as it prepares its bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/ deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website: <http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions, please reference A.R.S. Title 42 at the following website:
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

For further questions regarding tax treatment, please contact the Arizona Department of Revenue at (602) 255-2060 and the City of Scottsdale Tax & Audit Section at (480) 312-2625.

ARTICLE 5 – CHANGES TO THE CONTRACT PRICE AND TIME

5.0 DELAYS TO THE WORK

5.1 DELAYS TO THE WORK

- 5.1.1** Delays may be compensable, concurrent, excusable or non-excusable as defined in Article 12.
- 5.1.2** If the CMAR is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CMAR is responsible, the Contract Times for performance may be reasonably extended by Change Order.
- 5.1.3** The CMAR must request an increase in the Contract Time by written notice including an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary.

1. Written notice shall be submitted within 14 days of the commencement of the cause of the delay.
 2. If written notice is submitted more than 14 days after commencement of the cause of the delay, the period of delay will be considered to commence 14 days before the giving of the notice.
- 5.1.4** By way of example and subject to Article 11.7, events that may entitle the CMAR to an extension of the Contract Time include acts or omissions of the City or anyone under the City's control (including separate contractors), Acts of God or public enemy, changes in the Work, Differing Site Conditions, Hazardous Conditions, unusual delay in transportation, and excessive inclement weather conditions not reasonably anticipated, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the CMAR.
- 5.1.5** If excessive inclement weather conditions are the basis for a request for additional Contract Time, these requests will be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
- 5.1.6** Permitting the CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights under this Contract.
- 5.1.7** In the event that the CMAR claims damages as a result of expenses incurred by a delay for which the City is responsible, the CMAR and the City will negotiate to determine the amount of these damages as set forth in Arizona Revised Statutes Section 34-609 (E).
1. In addition to the CMAR's right to a time extension for those events stated in this Article 5.0, the CMAR may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for those events described in this Article that are beyond the control of both the CMAR and the City, including the events of war, acts of terrorism, floods, labor disputes (but not including CMAR's own work force and those of its subcontractors), earthquakes, epidemics, excessive inclement weather conditions not reasonably anticipated, and other acts of God.

5.2 DIFFERING SITE CONDITIONS

- 5.2.1** If the CMAR encounters a Differing Site Condition(s), the CMAR may be entitled to an adjustment in the Contract Price or Contract Time(s) to the extent the CMAR's cost or time of performance are the direct result of a Differing Site Condition(s).
- 5.2.2** Upon encountering a Differing Site Condition, the CMAR shall notify the Construction Coordinator or Contract Administrator of the condition within

7 days after the condition has been encountered. The CMAR must also give the City an opportunity to observe such condition before disturbing or altering the Differing Site conditions. The failure of the CMAR to give written notice and make the Claim as required by this Article and Article 7.1.5 shall constitute a waiver by the CMAR of any rights arising out of or relating to such Differing Site Conditions. . (Final costs must be submitted within thirty (30) days after notice is received by the City, unless extended by written agreement of the parties.)

5.2.3 In order for the CMAR to obtain any additional compensation or time extensions for Differing Site Conditions, the CMAR must demonstrate that it encountered a material difference at the Site, as defined in Article 12, that required it to expend additional cost or time. The CMAR must also establish that it actually and reasonably relied upon the representations found in the Contract Documents concerning the Site conditions.

5.3 APPLICATION FOR EXTENSION OF TIME

5.3.1 If performance by the CMAR is delayed for a reason set forth in Article 5, the CMAR may be allowed a reasonable extension of time in conformance with this Article. Before the CMAR's time extension request may be considered, the CMAR shall notify the City of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the City identifying:

1. Liquidated damage assessment rate, as specified in the Contract;
2. Original total GMP;
3. The original Contract start date and completion date;
4. Any previous time extensions granted (number and duration);
5. The extension of time requested.

5.3.2 In addition, the application for extension of time shall set forth in detail;

1. The nature of each alleged cause of delay in completing the Work; and
2. The date upon which each such cause of delay began and ended and the number of dates attributable to each such cause; and
3. A statement that the CMAR waives all claims except for those delineated in the application, and the particulars of any claims which the CMAR does not agree to waive. For time extensions for Substantial Completion and final completion payments, the application shall include a detailed statement of the dollar amounts of each claim item reserved; and
4. A statement indicating the CMAR's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance

and payment for Work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

5.4 ERRORS, DISCREPANCIES AND OMISSIONS

5.4.1 If the CMAR observes errors, discrepancies or omissions in the Contract Documents, it shall promptly notify the Construction Coordinator and request clarification. The CMAR shall also provide a copy of any notice to the City Contract Administrator.

5.4.2 If the CMAR proceeds with the Work affected by any errors, discrepancies or omissions, without receiving clarifications, it does so at its own risk. Adjustments involving these circumstances made by the CMAR before clarification by the Design Professional are at the CMAR's risk.

5.5 CITY REQUESTED CHANGE IN WORK. The City reserves the right to make, at any time during the progress of the Work, any alterations as may be found necessary or desirable.

5.5.1 Any alterations and changes shall not invalidate this Contract nor release the surety, and the CMAR agrees to perform the Work as altered, the same as if it had been a part of the original Contract Documents. The CMAR shall notify the surety of the changes and will assure that the alterations and changes are adequately covered by the surety bond.

5.5.2 Upon receipt of a request for Change in Work, the CMAR will prepare a proposal in significant detail according to Article 5.11. The CMAR's proposal will include a detailed description of any schedule impact.

5.5.3 Legal Requirements. The Contract Price or Contract Times will be adjusted to compensate the CMAR for the effects of any changes in the Legal Requirements enacted after the date of the Contract or the date of the GMP, affecting the performance of the Work.

5.6 CHANGE ORDERS

5.6.1 In accordance with Scottsdale Revised Code Section 2-200 and any related Rules and Procedures, the City and the CMAR will negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Order. Upon reaching an agreement, the parties will prepare and execute an appropriate Change Order reflecting the terms of the adjustment. The change in the Work may or may not include an adjustment in the Contract Price or Contract Time.

5.6.2 All changes in the Work authorized by Change Orders will be performed under the conditions of the Contract Documents. The decision to issue Change Orders rests solely with the City and any decision to issue a Change Order must be promptly complied with by the CMAR, subject to the provisions of Article 5.4. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

5.6.3 The execution of a Change Order by the CMAR shall constitute conclusive evidence of the CMAR's agreement to the ordered changes in work, this Contract as thus amended, the Contract Price, and the time for performance by the CMAR. The CMAR, by executing the Change Order, waives and forever releases any claim against the City for any additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Change Order of which the CMAR knew or should have known.

5.6.4 The City may direct the CMAR to perform additional work under the contract by issuing a Construction Change Directive when time and/or cost of the work is not in agreement between the City and the CMAR. During the pendency of a resolution of the price and/or time adjustments between the City and the CMAR, the CMAR may not suspend work and will comply with the Construction Change Directive.

5.7 UNILATERAL DETERMINATION OF CHANGE ORDER VALUE

If no mutual agreement occurs between the City and the CMAR, the change in Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions to the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit, but shall not include home-office overhead or other indirect costs and components. The calculation of actual costs shall conform to Article 5.11.2. Any such costs or savings shall be documented in the format and with such content and detail as the City requires. The CMAR shall promptly submit such documentation and other backup as the City may require in evaluating the actual costs incurred.

5.8 ADDITIONAL CHANGE ORDER COST REQUIREMENTS

The cost of all items listed in the CMAR's proposal shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered. The CMAR's or Subcontractor's submittals shall include the cost of materials, sales tax, cost of all transport, equipment costs and any direct Project expenses. CMAR's or Subcontractor's Direct Labor Costs shall be limited to the hourly rate of directly involved workmen, employer contributions toward CMAR standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave. CMAR's or Subcontractor's Indirect Costs may include license fees, bond premiums, supervision, and vehicle expense directly related to the Change order.

5.9 LIMITATION OF COMPENSABLE ITEMS

5.9.1 For Change Orders, the total cost or credit to the City shall be based on the following schedule:

1. CMAR's Materials Costs.
2. CMAR's Direct Labor Costs.

3. CMAR's Equipment Costs (includes owned/rented equipment).
4. Applicable Subcontractor Costs.
5. Subtotal of Costs to the CMAR.
6. CMAR's Overhead and Profit.
7. Total Cost or Credit to the City.

5.10 FIELD ORDERS

- 5.10.1** The City has authority to initiate Field Orders that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Field Orders will be imposed by written order and will be binding on the City and the CMAR. The CMAR will carry out any written orders promptly.
- 5.10.2** Field Orders will not involve an adjustment in the Contract Price or Contract Times unless or until an adjustment becomes a Change Order.
- 5.10.3** The CMAR may make minor changes in the Work, but the CMAR will promptly inform the City, in writing, of any changes and record the changes, if appropriate, on the Project Record Documents maintained by the CMAR.

5.11 CONTRACT PRICE ADJUSTMENTS

- 5.11.1** The increase or decrease in Contract Price resulting from a Change in the Work will be determined by one of the following methods stated in order of preference:
1. Using direct cost labor and material rates established in the contract documents as a basis of the Contract Price adjustment;
 2. Using unit prices found in the Contract or as subsequently agreed between the parties;
 3. A mutually agreed upon accepted, allowance, properly itemized and supported by sufficient substantiating data to permit evaluation by the City; and
 4. A negotiated CMAR Construction Fee for the Change in Work equal to additional Indirect Costs resulting from the Change in the Work plus any negotiated profit.
- 5.11.2** If an increase or decrease cannot be agreed to as provided in Articles 5.7 and 5.8, the cost of the Change of the Work will be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable CMAR Construction Fee, according to the methodology used to establish the contract GMP. The CMAR will maintain a documented,

itemized accounting evidencing the expenses and savings associated with the changes.

5.11.3 If unit prices are included in the Contract Documents or are subsequently agreed to by the parties, but application of the unit prices will cause substantial inequity to the City or the CMAR because of differences in the character or quantity of the unit items as originally contemplated, the unit prices will be equitably adjusted.

5.11.4 If the City and the CMAR disagree upon the amount to be paid, whether the CMAR is entitled to be paid for any services required by the City or if there other disagreements over the Scope of Work, proposed changes to the Work, or the time required to complete the Work, the City and the CMAR will resolve the dispute in accordance with Article 7.

1. As part of the negotiation process, the CMAR will furnish the City with a good faith estimate of the costs to perform the disputed services or the additional time required in accordance with the City's interpretations.
2. If the parties are unable to agree and the City expects the CMAR to perform the services in accordance with the City's interpretations, the CMAR will proceed to perform the disputed services, conditioned upon the City issuing a written order to the CMAR (i) directing the CMAR to proceed and (ii) specifying the City's interpretation of the services that are to be performed.

5.11.5 Emergencies. In any emergency affecting the safety of persons or property, or both, the CMAR will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price or Contract Time(s), or both, resulting from emergency work will be determined as provided in this Article 5.

ARTICLE 6 – PROCEDURE FOR PAYMENT

6.0 For and in consideration of the faithful performance of the Work required to be done by the Contract Documents, and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the CMAR the Cost of the Work performed and any applicable costs for general conditions, insurance, bonding, and taxes, but no more than the GMP as adjusted by any Change Orders and provisions of Article 5. Payment for the specific Work under this Contract will be made in accordance with payment provisions of this Article 6.0.

6.1 GMP PAYMENT REQUEST

6.1.1 At the Preconstruction conference described in Article 1.3, the CMAR will submit for the City's review and approval a Schedule of Values. The Schedule of Values will (i) be based on the bids accepted from the successful Subcontractors (ii) include values for all items comprising the GMP including any City allowances, and (iii) serve as the basis for monthly progress payments made to the CMAR throughout the Work.

6.1.2 At least 5 working days before the date established for a Payment Request, the CMAR will meet with the Contract Administrator to review the progress

of the Work, as it will be reflected on the CMAR Payment Request. The CMAR Payment Request will constitute the CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the CMAR Payment Request, and that title to all the Work will pass to the City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

6.1.3 The CMAR's Payment Request may request payment for equipment and materials not yet incorporated into the Project if construction progress is in reasonable conformance with the approved schedule.

1. For equipment and materials properly stored at the Site, the equipment and materials will be protected by suitable insurance and the City will receive the equipment and materials free and clear of all liens and encumbrances.
2. For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Maricopa County and be accessible for the City's inspection. Title to the materials and equipment will protect the City's interest and will include applicable insurance, bonding, storage and transportation to the Site.
3. The City will be named as an Additional Insured on all insurance required for all stored materials or equipment.

6.1.4 The CMAR will submit a Payment Request in a format acceptable to the City on a date established by the City and the CMAR. The Payment Request will be submitted to the Contract Administrator as identified in Article 7.3. This submittal will include, at a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and the Subcontractors' actual request for payment plus similar narrative and listing of their work.

6.1.5 Payments for these services negotiated as a fixed unit price will be made in accordance with actual measured quantities completed during the preceding month as itemized on the Schedule of Values and stated in Exhibit C. Payment for services negotiated as a lump sum will be made in accordance with the percentage of the services completed during the preceding month as itemized on the Schedule of Values in Exhibit C. Those services negotiated, as a not-to-exceed reimbursable sum will be paid in accordance with the actual costs of the service expended during the preceding month. The City will review Payment Requests and make recommendations for approval or denial within 7 days after the City's receipt of each properly submitted and accurate Construction Payment Request, but in each case less the total of payments previously made, and less amounts properly withheld as retention under Article 6.3. Payment Requests will be considered approved and certified for payment after 7 days unless before that time, the Contract Administrator issues a specific finding setting forth in detail those items in the Request for Payment that are not approved for payment.

- 6.1.6 The CMAR agrees at its own cost and expense, to perform all construction, as called for by this Contract free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in this Contract.
- 6.1.7 The Schedule of Values will be submitted as prescribed in this Contract, and subject to adjustment in accordance to this Contract and will serve as the basis for monthly progress payments made to the CMAR throughout the construction.
- 6.1.8 The CMAR will submit to the City on the monthly anniversary of the construction NTP date beginning with the first month after the construction NTP date the "Construction Payment Request".

6.2 PAYMENT OF GMP

- 6.2.1 The City will make payment in accordance with A.R.S. §34-609. Payment will be made no later than 14 days after the CMAR Payment Request is certified and approved by the City's Contract Administrator, less amounts properly retained under Article 6.3. The CMAR will pay all sums due to the subcontractors and suppliers for services and materials within 7 days after the CMAR has received payment from the City.
- 6.2.2 The City will pay the CMAR all amounts properly due. If the City determines that the CMAR is not entitled to all or part of a CMAR Payment Request, it will notify the CMAR in writing within 7 days after the date the CMAR Payment Request is received by the City. The notice will indicate the specific amounts the City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures the CMAR must take to rectify the City's concerns. The CMAR and the City will attempt to resolve the City's concerns. If the parties cannot resolve these concerns, the CMAR may pursue its rights under the Contract Documents, including those under Article 7.

6.3 RETENTION OF GMP

- 6.3.1 The City will retain 10% of each CMAR Payment Request amount, provided, however, that when 50% of the Work has been completed by the CMAR, on CMAR's request one-half of the amount retained, including any substituted securities, will be paid to the CMAR if the CMAR is making satisfactory progress on the Contract, and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is 50% completed, no more than 5% of the amount of any subsequent progress payments may be retained if the CMAR is making satisfactory progress on the Contract. If, however, the City determines that satisfactory progress is not being made on the Contract, the City may reinstate the 10% retention for all remaining progress payments.
- 6.3.2 In lieu of retention, the CMAR may provide an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities guaranteed by the United States, securities of the United States, the State of Arizona, Arizona counties, Arizona municipalities, Arizona

school districts, or shares of savings and loan institutions authorized to transact business in Arizona.

1. Securities deposited in lieu of retention must be deposited into a separate account with a bank having a branch located in the City of Scottsdale.
2. CDs and Securities will be assigned exclusively for the benefit of the City of Scottsdale in accordance with the City's form of Retainage Escrow Contract.

6.4 SUBSTANTIAL COMPLETION

- 6.4.1** Substantial Completion will be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion will be in accordance with its definition in Article 12, and with the criteria in the Notice to Proceed.
- 6.4.2** Before notifying the City as required in Article 6.4.3 below, the CMAR must inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The CMAR will proceed promptly to complete and correct items on the list. Failure to include an item on the list does not alter the responsibility of the CMAR to complete all Work in accordance with the Contract Documents.
- 6.4.3** The CMAR will notify the City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.
- 6.4.4** Within 5 days of the City's receipt of the CMAR's notice, the City and the CMAR will jointly inspect the Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- 6.4.5** If the Work is substantially complete, the City will prepare and issue a Certificate of Substantial Completion that will establish (i) the date of Substantial Completion of the Work or portion of the Work, (ii) the remaining items of Work that have to be completed within 30 calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing the City's and the CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.
- 6.4.6** The City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items in Article 6.4.5 above, (ii) the CMAR and the City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) the City and the CMAR agree that the

City's use or occupancy will not interfere with the CMAR's completion of the remaining Work.

6.4.7 Substantial Completion. Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, the City may release to the CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, not to exceed two and one half times (2.5) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.5 FINAL ACCEPTANCE

Upon receipt of written notice that the Work or identified portions of the Work are ready for final inspection and acceptance, the City and the CMAR will jointly inspect to verify that the remaining items of Work have been completed as described in Article 6.4. Upon verification that the items have been satisfactorily completed, the City will issue a Final Acceptance Letter.

6.6 FINAL PAYMENT

6.6.1 After receipt of a final CMAR Payment Request, and provided that the CMAR has completed all of the Work in conformance with the Contract Documents, the City will make final payment 14 days after the City has issued its Final Acceptance Letter.

6.6.2 At the time of submission of its final CMAR Payment Request, the CMAR will provide the following information:

1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect the City's interests;
2. An affidavit regarding settlement of claims executed by the CMAR waiving, upon receipt of final payment by the CMAR, all claims, except those claims previously made in writing to the City and remaining unsettled at the time of final payment; and
3. Consent of the CMAR's surety, if any, to final payment.

6.7 EXTENSION OF TIME FOR FINAL PERFORMANCE

In the event the CMAR is delayed in performing any task, which at the time of the delay is then critical, or which during the delay becomes critical, as the sole and exclusive result of any act or omission by the City, or someone acting on the City's behalf, or by City authorized Change Orders, unusually severe weather not reasonably anticipatable, fire, or other Acts of God, occurring without the fault or negligence of the CMAR, the date for achieving Substantial Completion, or, as applicable, final completion, will be appropriately adjusted by the City upon the written claim of the CMAR to the City filed in full compliance with the Contract Documents. A task is critical within the meaning of this Article if the task is on the critical path of the most recently approved Progress Schedule so that a Delay in performing the task will Delay the ultimate completion of the Project. ANY CLAIM

FOR AN EXTENSION OF TIME BY THE CMAR MUST STRICTLY COMPLY WITH THE REQUIREMENTS OF ARTICLE 7 BELOW. IF THE CMAR FAILS TO MAKE SUCH CLAIM AS REQUIRED IN THIS ARTICLE, ANY CLAIM FOR AN EXTENSION WILL BE WAIVED AND SHALL BE DISMISSED.

6.8 PAYMENTS TO SUBCONTRACTORS OR SUPPLIER

6.8.1 The CMAR will pay its Subcontractors or suppliers within 7 calendar days after receipt of each progress payment from the City, unless otherwise agreed in writing by the CMAR and Subcontractor or supplier. The CMAR will pay for the amount of the Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the CMAR will result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. The CMAR will pay Subcontractors or suppliers the reduced retention within 7 calendar days of the payment of the reduction of the retention to the CMAR. No Contract between the CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided in this Contract.

6.8.2 If the CMAR fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions:

1. To hold the CMAR in default under this Contract;
2. Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;
3. Reject all future offers to perform work for the City from the CMAR for a period not to exceed one year from Substantial Completion date of this project; or
4. Terminate this Contract.

6.8.3 If the CMAR's payment to a Subcontractor or supplier is in dispute, the CMAR and Subcontractor or supplier agree to submit the dispute to any one of the following dispute resolution processes within 14 calendar days from the date any party gives notice to the other: (a) binding arbitration; (b) a form of alternative dispute resolution (ADR) agreeable to all parties, or (c) a City of Scottsdale facilitated mediation. When a disputed claim is resolved through ADR or otherwise, the CMAR and Subcontractor or supplier agrees to implement the resolution within 7 calendar days after the resolution date.

6.8.4 Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Article, this failure or delay will not be considered a waiver, release or modification of the requirements of this Article or of any of the terms or provisions of this Contract.

- 6.8.5 The CMAR will include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

6.9 RECORD KEEPING AND FINANCE CONTROLS

- 6.9.1 Records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and the CMAR will be kept on a generally recognized accounting basis.

From the effective date of this Contract and until 3 years after the date of final payment by the City of Scottsdale to the CMAR, the City, its authorized representative, and the appropriate federal or state agencies, reserve the right to audit the CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders or Contract Modifications. The City of Scottsdale or its authorized representative will have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and will be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale will give the Contractor or Subcontractor reasonable advance notice of intended audits.

The City reserves the right to decrease the Contract Price or payments made on this Contract if, upon audit of the CMAR's records, the audit discloses the CMAR has provided false, misleading, or inaccurate cost and pricing data.

- 6.9.2 The CMAR will include similar provisions in all of its Contracts with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and the appropriate Federal and State agencies, have access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.
- 6.9.3 The City reserves the right to decrease Contract Price or payments, or both, made on this Contract if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants or Subcontractors, or both, do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.
- 6.9.4 If an audit discloses overcharges, of any nature, by the CMAR to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the CMAR. Any adjustments or payments, or both, which must be made as a result of any audit or inspection of the CMAR's invoices and records will be made within a reasonable amount of time (not to exceed 90 days) after presentation of the City's findings to the CMAR.
- 6.9.5 This audit provision includes the right to inspect personnel records as required by Section 11.35.

ARTICLE 7 – CLAIMS AND DISPUTES

7.0 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

7.1 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

- 7.1.1 If either the CMAR or the City believes that it is entitled to relief against the other for any event arising out of or related to the Work, that party will provide written notice to the other party of the basis for its claim for relief. The claims shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which notice has been given must be submitted in writing to the City within thirty (30) days after notice has been received.
- 7.1.2 That notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in applicable Articles of the Contract.
- 7.1.3 Written notice will be given within a reasonable time, not to exceed ten (10) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 7.1.4 Notice must include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of the request. ANY NOTICE OF CLAIM NOT FILED WITH THE CITY WITHIN SUCH TIME AND IN COMPLIANCE WITH THE PRECEDING PROVISIONS SHALL BE CONSIDERED TO HAVE BEEN WAIVED AND SHALL BE DISMISSED.
- 7.1.5 In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, unless emergency conditions exist, the CMAR shall strictly comply with the requirements of this section and such claim shall be made by the CMAR before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CMAR of any claims for compensation.
- 7.1.6 The CMAR must continue its performance under this contract regardless of the existence of any claims by the CMAR.
- 7.1.7 In a claim by the CMAR against the City for compensation in excess of the Contract sum, any liability of the City to the CMAR shall be strictly limited and computed in accordance with the Contract documents and shall in no event include indirect costs (such as home office overheads or consequential damages of the CMAR or any estimated costs or damages).

7.2 DISPUTE AVOIDANCE AND RESOLUTION

- 7.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or

disagreements do arise, the CMAR and the City each commit to resolving any disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

7.2.2 The CMAR and the City will first attempt to resolve disputes or disagreements at the field level through discussions between the CMAR's Representative, the Project Manager and the Construction Coordinator.

7.2.3 If a dispute or disagreement cannot be resolved through the CMAR's Representative, and the City's Contract Administrator, the CMAR's Senior Representative and the City's Senior Representative, upon the request of either party, will meet as soon as conveniently possible, but in no case later than 30 days after the request is made, to attempt to resolve the dispute or disagreements.

7.2.4 Before any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreements. Should the Parties' Senior Representatives be unable to resolve the dispute or disagreement, either party may proceed with any legal action authorized by law.

7.2.5 Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, the CMAR will continue to perform the Work and the City will continue to satisfy its payment obligations to the CMAR pending the final resolution of any dispute or disagreement between the CMAR and the City.

7.3 REPRESENTATIVES OF THE PARTIES

7.3.1 Contract Administrators

The City designates the individual listed below as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2:

City of Scottsdale

Dave Lipinski, PE
City Engineer
One Civic Center – Suite 205
7447 East Indian School Road
Scottsdale, AZ 85251
(480) 312-2641

The City designates the individual listed below as its Contract Administrator:

City of Scottsdale
Capital Project Management
Joe Phillips, Contract Administrator
7447 E. Indian School Road, Suite 205

Scottsdale, Arizona 85251
(480) 312-2522

The City designates the individual listed below as its Construction Coordinator:

City of Scottsdale
Capital Project Management
Jon Hughes, Construction Admin Supervisor
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251
(480) 312-2393

7.3.2 CMAR's Representatives

The CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2:

Dig Karki, CMAR Representative
HUNTER CONTRACTING CO.
701 N. Cooper Rd.
Gilbert, AZ 85233
480-892-0521

ARTICLE 8 – SUSPENSION AND TERMINATION

8.0 CITY'S RIGHT TO STOP WORK

The City may, at its discretion and without cause, order the CMAR in writing to stop and suspend the Work. Immediately after receiving this notice, the CMAR must discontinue advancing the Work specified in this Contract. The suspension may not exceed 180 consecutive days. If the City suspends the Work for 181 consecutive Days or more, the suspension will be a Contract termination for convenience.

The CMAR may seek an adjustment of the Contract Price or Contract Time, or both, if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by the City.

8.1 TERMINATION FOR CONVENIENCE

8.1.1 Upon receipt of written notice to the CMAR, the City has the right to terminate this Contract or abandon any portion of the Project for which services have not been performed by the CMAR.

1. The CMAR will estimate the value of the Work it has completed and submit its appraisal to the City for evaluation. The City will have the right to inspect the Work to appraise the Work completed.

2. The CMAR will receive compensation for services performed to the date of termination as provided in Article 6.5 of this Contract and the fee will be paid in accordance with Article 6.5.2, and will be an amount mutually agreed upon by the CMAR and the City. If there is no mutual agreement, the final determination will be made in accordance with Article 7.
3. The CMAR will not be entitled to anticipated profit or anticipated overhead, but is entitled to recover apportioned profit and overhead proportional to the amount of the Work completed. In no event will the fee exceed that stated in Article 8.1.4 of this Contract or as may be subsequently amended.
4. The City will make the final payment within 60 days after the CMAR has delivered the last of the partially completed items and the final fee has been agreed upon.
5. If the City terminates this Contract in accordance with the provisions of this Article and proceeds to construct the Project through its employees, agents or third parties, the City's rights to use the work product will be as provided in Article 8.3.

8.1.2 Upon any termination during construction services, the CMAR will proceed with the following obligations:

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the Work terminated.
4. Assign to the City all right, title and interest of the CMAR under the subcontracts terminated, in which case the City will have the right to settle or to pay any termination settlement proposal arising out of those terminations.
5. Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the CMAR and to which the City has or may acquire an interest.
6. Comply with the requirements of Article 6.6.2 (1), (2) and (3).

8.1.3 The CMAR will submit complete termination inventory schedules no later than 60 days from the date of the notice of termination.

8.1.4 The City will pay CMAR the following:

1. The direct value of its completed Work and materials supplied as of the date of termination;
2. The reasonable costs and expenses attributable to any termination; and

3. The CMAR will be entitled to profit and overhead on completed Work only, but will not be entitled to anticipated profit or anticipated overhead. If it appears the CMAR would have sustained a loss on the entire Work had the Project been completed, the CMAR will not be allowed profit and the City will reduce the settlement to reflect the indicated rate of loss.

- 8.1.5 The CMAR will maintain all records and documents for 3 years after final settlement. These records will be maintained and subject to auditing as prescribed in Article 6.8.

8.2 CANCELLATION FOR CAUSE

The City may also cancel this Contract or any part of this Contract with 7 days notice for cause in the event of any default by the CMAR, or if the CMAR fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance despite a reasonable opportunity to cure as judged by the Contract Administrator, and failure to provide the City, upon request, with adequate assurances of future performance will all be causes allowing the City to cancel this Contract for cause. In the event of cancellation for cause, the CMAR will be entitled to amounts due and owing to the CMAR under this Contract for work performed, but will also be liable to the City for any and all damages available under the Contract sustained by reason of the default that gave rise to the cancellation.

8.3 CITY'S RIGHT TO PERFORM AND CANCEL FOR CAUSE

- 8.3.1 If the CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants or Subcontractors, or both, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as these times may be adjusted, or (vi) perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, has the rights stated in Articles 8.3.3, 8.3.4 and 8.3.5.
- 8.3.2 In the event the CMAR is in violation of any applicable Federal, State, County or City law, regulation or ordinance, the City may cancel this Contract immediately upon giving notice and a reasonable opportunity to cure to the CMAR. In the event the City cancels this Contract or any part of the services, the City will notify the CMAR in writing, and immediately upon receiving notice, the CMAR will discontinue advancing the Work under this Contract and proceed to close all operations.
- 8.3.3 If the City provides the CMAR with a written order to correct deficiencies, to provide adequate maintenance of traffic, adequate cleanup, adequate dust control, or to repair damage resulting from abnormal weather conditions, and the CMAR fails to comply within the time frame specified, the City may have work accomplished by other sources at the CMAR's expense.
- 8.3.4 Upon the occurrence of an event as stated in Article 8.3, the City may provide written notice to the CMAR that it intends to cancel the Contract

unless the problem cited is cured, or commenced to be cured, within 7 days of the CMAR's receipt of notice.

- 8.3.5** If the CMAR fails to cure, or undertake reasonable efforts to cure the problem, then the City may give a second written notice to the CMAR of its intent to cancel within an additional 7 day period.
- 8.3.6** If the CMAR, within this second 7 day period, fails to cure, or undertake reasonable efforts to cure the problem, then the City may declare the Contract canceled for cause by providing written notice to the CMAR of this declaration.
- 8.3.7** Upon declaring the Contract canceled in accordance with Article 8.3.6, the City may enter upon the premises and take possession of all materials and equipment, for the purposes of completing the Work.
- 8.3.8** Upon cancellation or abandonment, the CMAR will deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City's sole responsibility.
- 8.3.9** The CMAR will appraise the Work it has completed and submit its appraisal to the City for evaluation.
- 8.3.10** If through any cause, the CMAR fails to fulfill in a timely and proper manner its obligations under this Contract, or if the CMAR violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the CMAR for the purpose of setoff until such time as the exact amount of damages due the City from the CMAR is determined by a court of competent jurisdiction.
- 8.3.11** In the event of cancellation for cause, the CMAR will not be entitled to receive any further payments under the Contract Documents until the Work is finally completed in accordance with the Contract Documents. At that time, the CMAR will only be entitled to be paid for Work performed and accepted by the City before its default.
- 8.3.12** If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the CMAR will be obligated to pay the difference to the City. These costs and expense will include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the procurement and defense of claims arising from the CMAR's default.
- 8.3.13** If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of Article 8.1.

ARTICLE 9 – INSURANCE AND BONDS

9.0 INSURANCE REQUIREMENTS

9.1 INSURANCE REQUIREMENTS

- 9.1.1** At the same time as execution of this Contract, the CMAR will furnish the City of Scottsdale a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona.
- 9.1.2** The CMAR, Subcontractors and Subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by the CMAR, his agents, representatives, employees, or Subcontractors.
- 9.1.3** The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- 9.1.4** The City in no way warrants that the minimum limits contained in this Contract are sufficient to protect the CMAR from liabilities that might arise out of the performance of the Contract services under this Contract by the CMAR, his agents, representatives, employees, Subcontractors or Subconsultants and the CMAR is free to purchase any additional insurance as may be determined necessary.
- 9.1.5** Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

9.2 MINIMUM SCOPE AND LIMITS OF INSURANCE. The CMAR will provide coverage and with limits of liability not less than those stated below.

9.2.1 Commercial General Liability - Occurrence Form

Commercial General Liability: CMAR must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 operations, independent contractors, products completed operations, personal injury and

advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

9.2.2 Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles

Vehicle Liability: CMAR must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CMAR owned, hired, and non-owned vehicles assigned to or used in the performance of the CMAR's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

9.2.3 Workers Compensation and Employers Liability

Insurance: CMAR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CMAR employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

9.2.4 Professional Liability

Professional Liability: If the Contract is the subject of any professional services or work performed by the CMAR, or if the CMAR engages in any professional services or work adjunct or residual to performing the work under this Contract, the CMAR must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the CMAR, or anyone employed by the CMAR, or anyone whose acts, mistakes, errors and omissions the CMAR is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage will extend for 3 years past completion and acceptance of the work or services, and the CMAR, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

If there is no Professional Liability work or service as a part of this Contract, the City will waive the Professional Liability insurance requirement in writing.

9.2.5 Builders' Risk Insurance (Course of Construction). The CMAR bears all responsibility for loss to all Work being performed and to buildings under construction. Unless waived in writing by the City of Scottsdale, the CMAR will purchase and maintain in force Builders' Risk-Installation insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss or Open Perils policy form, for the completed value at replacement cost equal to the GMP and all subsequent

modifications. The CMAR's Builders' Risk-Installation insurance must be primary and not contributory; and waive all rights of subrogation against the City of Scottsdale, its officer, officials and employees.

1. Builders' Risk-Installation insurance must name the City of Scottsdale, the CMAR and all tiers of Subcontractors as Insureds as respects their insurable interest at the time of loss. It must contain a provision that this insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The CMAR is also required to give the City 30 days advance written notice of the coverage termination for this project. The City must also be named as a Loss Payee under Builders' Risk-Installation coverage.
2. Builders' Risk-Installation insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk-Installation insurance must provide coverage from the time any covered property comes under the CMAR's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
3. The CMAR must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk-Installation insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract.

The CMAR will be responsible for any and all deductibles under these policies and the CMAR waives all rights of recovery and subrogation against the City under the CMAR-provided Builders' Risk-Installation insurance described above.

4. The Builders' Risk insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City. Builders' Risk Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property requires to be covered.
5. All rights of subrogation are, by this Contract, waived against the City of Scottsdale, its officers, officials, agents and employees.

9.3 SELF-INSURED RETENTIONS. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

9.4 OTHER INSURANCE REQUIREMENTS. The policies are to contain, or be endorsed to contain, the following provisions:

9.4.1 Coverage Terms and Required Endorsements.

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CMAR including the City's general supervision of the CMAR; Products and Completed operations of the CMAR; and automobiles owned, leased, hired, or borrowed by the CMAR.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CMAR even if those limits of liability are in excess of those required by this Contract.
3. The CMAR's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of the coverage provided by the CMAR and must not contribute to it.
4. The CMAR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage provided by the CMAR must not be limited to the liability assumed under the indemnification provisions of this Contract.
6. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CMAR for the City.
7. The CMAR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. The CMAR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Contract insurance requirements, including naming the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9.4.2 Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by the CMAR for the City.

9.5 SUBCONSULTANT'S AND SUBCONTRACTOR'S INSURANCE. Unless the CMAR's Subconsultants and Subcontractors can provide the same level of coverage as detailed in Article 9.2 and name the City and the CMAR as Additional Insureds, the CMAR's certificates must include all Subcontractors and

Subconsultants as insureds under its policies or the CMAR must maintain separate certificates and endorsements for each Subcontractor and Subconsultant. All coverages for Subcontractors and Subconsultants must be in the amounts shown in Article 9.2. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk-Installation coverage.

- 9.6 NOTICE OF CANCELLATION.** If the CMAR receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the CMAR's responsibility to provide prompt notice to the Contract Administrator of same to the City, unless such coverage is immediately replaced with similar policies. Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits except until after 30 days written notice has first been given, by certified mail, return receipt requested to:

City of Scottsdale
Risk Management Office
7447 East Indian School Road, Suite 225
Scottsdale, Arizona 85251

- 9.7 ACCEPTABILITY OF INSURERS.** Without limiting any obligations or liabilities of the CMAR, the CMAR must purchase and maintain, at its own expense, the required minimum insurance with duly licensed or approved non-admitted insurers in the State of Arizona with an A.M. Best rating of not less than B++6 with policies and forms satisfactory to City. Failure to maintain insurance as required may result in termination of this Contract at the City's option.

9.8 VERIFICATION OF COVERAGE

9.8.1 The CMAR must furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

9.8.2 All certificates and endorsements are to be received and approved by the City before Work commences except for Builders' Risk Insurance, which must be received and approved as provided in Article 9.2.5. Each insurance policy required by this Contract must be in effect at or before the earlier of commencement of Work under the Contract Documents or the signing of this Contract except for Builders' Risk Insurance which must be in effect before commencement of Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

9.8.3 All certificates of insurance required by this Contract must be sent directly to the City of Scottsdale, Capital Project Management. **The project number and project description must be included on the Certificates of Insurance.** The City reserves the right to require complete certified copies of all insurance policies required by this Contract, at any time.

9.9 APPROVAL. Any modification or variation from the insurance requirements in this Contract must be approved by the Risk Management Division, whose decision is final. This action will not require a formal contract amendment, but may be made by administrative action.

9.10 BONDS AND OTHER PERFORMANCE SECURITY

9.10.1 Before execution of this Contract, the CMAR must provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP. Bonds must be submitted in accordance with Title 34, Chapter 6 of the Arizona Revised Statutes and will be in substantially the same form as Exhibits C and D attached to this Contract.

9.10.2 Each bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within 2 years before the execution of this Contract.

9.10.3 The bonds must be made payable and acceptable to the City of Scottsdale.

9.10.4 The bonds must be written or countersigned by an authorized representative of the surety and the bonds must have attached a certified copy of the Power of Attorney of the signing official.

1. If one Power of Attorney is submitted, it must be for twice the total GMP amount.
2. If two Powers of Attorney are submitted; each must be for the total GMP amount. Personal or individual bonds are not acceptable.

9.10.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CMAR must promptly furnish a copy of the bonds or permit a copy to be made.

9.10.6 All bonds submitted for this Project must be provided by a company which has been rated "A- or better" by the A.M. Best Company.

ARTICLE 10 – INDEMNIFICATION

10.0 CMAR'S GENERAL INDEMNIFICATION. To the fullest extent permitted by law, upon the assertion of a claim, the CMAR, its successors, assigns and guarantors, must defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, investigation and litigation, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, related to, arising from or out of, or resulting from any act, omission, negligence, recklessness, or intentional wrongful conduct by the CMAR or any of its owners, officers, directors, agents, or employees performing work or services under

this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages by any of the CMAR employees. This indemnity includes any claim or amount arising out of, or recovered under, the Worker's Compensation Law or arising out of the failure of the CMAR to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. . The CMAR will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the CMAR agrees to waive all rights of subrogation against the City, its officers, agents, representatives, directors, officials, and employees for losses arising from the work performed by the CMAR for the City.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this Article and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

10.1 INTELLECTUAL PROPERTY

10.1.1 The CMAR must pay all royalties and license fees associated with its performance of services.

10.1.2 The CMAR must defend any action or proceeding brought against the City based on any claim that the Work, or any part of it, or the operation or use of the Work or any part of it, constitutes infringement of any United States patent or copyright, now or subsequently issued. The City will give prompt written notice to the CMAR of any action or proceeding and will reasonably provide authority, information and assistance in the defense of the action. The CMAR will indemnify and hold harmless the City from and against all damages, expenses, losses, royalties, profits and costs, including but not limited to attorneys' fees and expenses awarded against the City or the CMAR in any action or proceeding. The CMAR agrees to keep the City informed of all developments in the defense of these actions. The City may be represented by and actively participate through its own counsel in any suit or proceedings if it so desires.

10.1.3 If the City is enjoined from the operation or use of the Work, or any part of the Work, as the result of any patent or copyright suit, claim, or proceeding, the CMAR must at its sole expense take reasonable steps to procure the right to operate or use the Work. If the CMAR cannot procure the right within a reasonable time, the CMAR must promptly, at the CMAR's option and at the CMAR's expense, (i) modify the Work so as to avoid infringement of any patent or copyright or (ii) replace the Work with Work that does not infringe or violate any patent or copyright.

10.1.4 Articles 10.1.2 and 10.1.3 above will not be applicable to the extent any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by the City and not offered or recommended by the CMAR to the City or (ii) arising from modifications to the Work by the City or its agents after acceptance of the Work, or (iii) relating to the copyrights of any specification, drawings, or any Design Documents provided by the

City, the Design Professional, any consultant retained by the City, or by a Subcontractor or Supplier.

- 10.1.5** The obligations contained in this Article 10.1 will constitute the sole Contract between the parties relating to liability for infringement or violation of any patent or copyright.

ARTICLE 11 – GENERAL PROVISIONS

- 11.0** The CMAR is advised to contact the City of Scottsdale Development Services to determine the requirements for obtaining a permit for marshaling areas it proposes to use. Marshaling areas must be fenced. The CMAR must obtain written approval from the property owner for marshaling area use. This approval must contain any requirements which are a condition of this approval. Marshaling yard requirements according to M.A.G. Subsection 107.6.1 and the City of Scottsdale Supplemental Specifications will apply.

11.1 CONTRACT DOCUMENTS

11.1.1 Contract Documents are as defined in Article 12.

11.1.2 The Contract Documents form the entire Contract between the City and the CMAR. No oral representations or other Contracts have been made by the parties except as specifically stated in the Contract Documents.

11.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence in the order in which they are listed in the definition of Contract Documents in Article 12. As to drawings and plans, given dimensions will take precedence over scaled measurements, and large scale plans over small-scale plans. Contract specifications will take precedence over Contract plans.

11.1.4 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

11.1.5 This Contract, the Plans, Standard Specifications and Details, Special Provisions, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders (if any) are by reference made a part of this Contract.

11.1.6 Work Product

1. All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared or procured in the performance of this Contract (collectively referred to as documents) are to be and remain the property of the City and are to be delivered to the City before the final payment is made to the CMAR. In the event these documents are altered, modified or adapted without the written consent

of the CMAR or the Subconsultants, which consent the CMAR or the Subconsultants will not unreasonably withhold, the City agrees to hold the CMAR and the Subconsultants harmless to the extent permitted by law from the legal liability arising out of the City's alteration, modification or adoption of the documents.

2. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed, created by the CMAR, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CMAR.

- 11.2 **AMENDMENTS.** The Contract Documents may not be changed, altered, modified, or amended in any way except in writing signed by a duly authorized representative of each party.
- 11.3 **TIME IS OF THE ESSENCE.** The City and the CMAR mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.
- 11.4 **MUTUAL OBLIGATIONS.** The City and the CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.
- 11.5 **COOPERATION AND FURTHER DOCUMENTATION.** The CMAR agrees to provide the documents, as the City will reasonably request to implement the intent of the Contract Documents.
- 11.6 **ASSIGNMENT.** Neither the CMAR nor the City will, without the written consent of the other assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents.
- 11.7 **FORCE MAJEURE.** Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts will include, but not be limited to, riots, acts of war, acts of terrorism, epidemics, labor disputes not arising out of the actions of the CMAR, governmental regulations imposed after the fact, fire, communication line failures, or power failures.
- 11.8 **FUNDS APPROPRIATION.** If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the CMAR at least 30 days before the end of its current fiscal period and will pay the CMAR for all approved charges incurred through the end of this period.
- 11.9 **CONSTRUCTION METHODS.** If the City provides the CMAR with a written order to provide adequate maintenance of traffic, clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CMAR fails to comply in the time frame specified, the City may have work accomplished by other sources at the CMAR's expense.
- 11.10 **UTILITY RELOCATIONS FOR CONSTRUCTION METHODS.** If any utility is relocated or rebuilt to accommodate the CMAR's construction methods and available equipment, the expense will be borne by the CMAR.

- 11.11 DAMAGED UTILITIES DURING CONSTRUCTION.** Any utilities damaged during construction will be replaced at the CMAR's expense as required by the M.A.G. Standard Specifications.
- 11.12 THIRD PARTY BENEFICIARY.** The Contract Documents shall not be construed to give any rights or benefits to anyone other than the City and the CMAR, and all duties and responsibilities undertaken in accordance with the Contract Documents shall be for the sole and exclusive benefit of the City and the CMAR and not for the benefit of any other party.
- 11.13 GOVERNING LAW.** The Contract and all Contract Documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona.
- 11.14 SEVERABILITY.** If any provision of the Contract Documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and their application will not be affected and are enforceable to the fullest extent permitted by law. In accordance with the provisions of ARS § 41-194.01, should the Attorney General give notice to the City that any provisions of the Contract violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Contract and the City and the CMAR shall, within 10 days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s). If the parties are unable to negotiate a resolution to any issues related to the severed provision(s), the City may terminate this Contract in accordance with the provisions of Article 8 hereof.
- 11.15 LEGAL REQUIREMENTS.** The CMAR will perform all Work in accordance with all Legal Requirements and will provide all notices applicable to the Work as required by the Legal Requirements.
- 11.16 INDEPENDENT CONTRACTOR.** The CMAR is and will be an independent contractor and not an employee or agent of the City.
- 11.17 CITY'S RIGHT OF CANCELLATION.** All parties to this Contract acknowledge that it is subject to cancellation by the City of Scottsdale as provided by Section 38-511, Arizona Revised Statutes.
- 11.18 SURVIVAL.** All warranties, representations and indemnifications by the CMAR will survive the completion or termination of this Contract.
- 11.19 COVENANTS AGAINST CONTINGENT FEES.** The CMAR warrants that no person other than a bona fide employee working solely for the CMAR has been employed or retained to solicit or secure this Contract or any Contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this covenant, the City will have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or

consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, together with costs and attorney's fees.

- 11.20 SUCCESSORSHIP.** The CMAR and the City agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the CMAR, its successors and assigns, including any individual, company, partnership or other entity with or into which the CMAR merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the CMAR sells its assets.
- 11.21 ATTORNEY'S FEES.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party an award of reasonable attorneys' fees and reasonable costs and expenses..
- 11.22 HEADINGS.** The headings used in this Contract, or any other Contract Documents, are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.
- 11.23 NO WAIVER.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents, or the right of either party to enforce each and every provision.
- 11.24 NOTICE.** All notices or demands required to be given, in accordance with the terms of this Contract, will be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph. Notice given by facsimile or electronic mail (email) will not be considered adequate notice.

To City:	Joe Phillips, Contract Administrator City of Scottsdale Capital Project Management 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251
To CMAR:	Chuck English, Project Executive HUNTER CONTRACTING CO. 701 N. Cooper Rd. Gilbert, AZ 85233

- 11.25 EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract the CMAR will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sexual orientation, gender identity, or national origin. The CMAR must include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight. The CMAR will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CMAR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

11.26 NO PREFERENTIAL TREATMENT OR DISCRIMINATION: In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin. **Additional City Rights Regarding Security Inquiries.** In addition to the foregoing, the City reserves the right to: (1) have an employee/prospective employee of the CMAR be required to provide fingerprints and execute other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. §41-1750(G)(4); (2) act on newly acquired information whether or not the information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of the CMAR's employees or prospective employees, or both; and, (4) object, at any time and for any reason, to an employee of the CMAR performing Work (including supervision and oversight) under this Contract.

11.26.1 Terms of this Provision Applicable to all of CMAR's Contracts and Subcontracts. The CMAR will include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

11.26.2 Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Contract are material to the City's entry into this Contract and any breach by the CMAR may, at the City's sole option and unfettered discretion, be considered to be a breach of contract of

11.26.3 sufficient magnitude to terminate this Contract. Termination will subject the CMAR to liability for its breach of contract.

11.27 HAZARDOUS MATERIALS. Upon discovery of hazardous materials the CMAR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

11.27.1 Unless included in the Work, if the CMAR encounters onsite or as material to be incorporated in the Work, any material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by public health laws, he will immediately stop work and report the condition to the City.

11.27.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by public health laws, the CMAR will not resume work in the affected area until the material has been abated or rendered harmless. The CMAR and the City may agree, in writing, to continue Work in non-affected areas onsite.

- 11.27.3 An extension of Contract Time may be granted in accordance with Article 6.
- 11.27.4 The CMAR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.
- 11.27.5 Despite the provisions of this Article 11.27, the City is not responsible for Hazardous Conditions introduced to the Site by the CMAR, Subcontractors or anyone for whose acts they may be liable. The CMAR will indemnify, defend and hold harmless the City and the City's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by the CMAR, Subcontractors or anyone for whose acts they may be liable.

11.28 TRAFFIC CONTROL

- 11.28.1 Complete street closures will not be permitted unless specified in the Special Provisions. The Traffic Engineering Director or designee must approve the timing and sequence of street closures at least 2 weeks before the closure. This approval is necessary to provide coordination with other roadway projects and special events.
- 11.28.2 Adequate barricades and lighted warning signs must be installed and maintained by the CMAR throughout the duration of the Project. All traffic control must be in accordance with the City of Phoenix Traffic Control Manual or the approved barricade plan unless otherwise specified in the Special Provisions.
- 11.28.3 The CMAR must submit a construction schedule and a barricade plan to the Construction Coordinator for approval or modification at least 72 hours before construction is initiated. After review, the Construction Coordinator will forward the construction schedule and barricade plan to the Right of Way Manager (Traffic Engineering). The Construction Coordinator will return the approved barricade plan to the Contractor or ask for additional information.
- 11.28.4 The CMAR will comply with all provisions of the City of Phoenix Traffic Barricade Manual and any other traffic control provisions as may be provided in the technical specifications or in the approved barricade plan.
- 11.28.5 The CMAR must insure that placement and maintenance of all temporary traffic control adheres to the City's Barricade Ordinance. Violations of the Ordinance are subject to fines set forth in the Ordinance.

11.29 MATERIAL SOURCE. No material source has been designated by the City for use on this Project. MAG Specification, Section 106 will apply as will 2008 ADOT Standard Specifications, Section 106.1, 106.2, 106.7 & 106.8, which outline controls and Section 1001-1, -2, & -4, concerning approval of Contractor furnished material source and supplemental Contracts in regards to environmental analysis and the liability for materials testing costs.

- 11.29.1** A CMAR and Subcontractor furnished source will be defined as a material source, which is neither an A.D.O.T. furnished source nor a commercial source, as defined in this Contract.
- 11.29.2** A commercial source will be defined as a material source in which the owner or producer has been for at least one year regularly engaged during regular business hours on a continuous basis in the processing and selling of sand, rock, ready mixed Portland cement concrete, asphaltic concrete and other similar products normally produced and sold to all parties. The company will have an Arizona retail sales tax license.
- 11.29.3** The CMAR and Subcontractor furnished material sources situated in the 100-year flood plain of any stream or watercourse, and located within 1.0 mile upstream and 2.0 miles downstream of any highway structure or surfaced roadway crossing will not be allowed.
- 11.29.4** The location of any new material source or existing non-commercial material source proposed for use on this Project will be reviewed by the appropriate agency having flood plain management jurisdiction over the area of proposed source location. The CMAR and Subcontractor will obtain a letter from the agency addressed to the Contract Administrator certifying that the proposed source location conforms to the requirements of this Contract and applicable Standard Specifications as referenced.
- 11.30** The CMAR will familiarize itself with the nature and extent of the Contract documents, work to be performed, all local conditions, and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 11.31** The CMAR will take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Scottsdale's Ordinance No. 1438, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.
- 11.32 ENDANGERED HARDWOODS.** Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions will not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration. The Director will only grant an exemption if the use of endangered tropical hardwood is considered necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase Contract entered into by this state or its political subdivisions for construction will specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

11.33 HOURS OF WORK

- 11.33.1** All building construction and associated work will be restricted to the applicable summer or winter hours. Construction activity will include any

work requiring the use of manually operated or power assisted tools or equipment and vehicles used to excavate, erect or deliver materials associated with construction. Summer hours begin April 1 and end on October 31. No work may begin before 6:00 a.m. or continue after 7:00 p.m., Monday through Friday. No work will begin on Saturday or Sunday before 7:00 a.m. or continue after 7:00 p.m. Sunday work may be conducted only if the CMAR demonstrates, in writing to the building official, justifiable cause for the Sunday work.

11.33.2 Winter hours begin November 1 and end on March 31. No work will begin before 7:00 a.m. or continue after 5:00 p.m., Monday through Friday. No work may begin on Saturday or Sunday before 8:00 a.m. or continue after 5:00 p.m. Sunday work may be conducted only if the CMAR demonstrates, in writing to the building official, justifiable cause for the Sunday work.

11.33.3 The City may establish other times of work as necessary based on the geographical location of the jobsite in relation to surrounding occupancies, buildings and structures.

11.33.4 The CMAR must submit a written request to the Building Official for a variance from the required work hours at least 7 days before the date for which the variance is desired. Variances will not be granted for more than 30 days at a time. A new application must be made for each additional variance. The CMAR must notify adjacent property owners of the intended work and the duration of the requested variance. Proof of notification must be presented to the building official before the variance can be granted.

1. The application for the variance must demonstrate justifiable cause why the work must be done outside the prescribed time period (e.g. pouring concrete during "summer hours"). A variance will not be granted based solely on convenience or for work that can be completed during daytime construction hours.
2. The application for a variance must state the construction permit number, the address of the work, type of work, time period of the work, and the duration of the variance.

11.34 COMPLIANCE WITH FEDERAL AND STATE LAWS. The CMAR understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CMAR agrees that the performance of this Work will be in accordance with these laws and to permit the City to verify compliance. The CMAR will also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. §34-302, as amended, "Residence Requirements for Employees". The CMAR will include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the CMAR warrants to the City that the CMAR and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the CMAR and

all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the CMAR or any of its subcontractors will be considered a material breach of this Contract and may subject the CMAR or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the CMAR or any subcontractor who works on this Contract to ensure that the CMAR or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the CMAR and any of its subcontractors to ensure compliance with this warranty. The CMAR agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes related to the performance of this Work.

The City will not consider the CMAR or any of its subcontractors in material breach of this Contract if the CMAR and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the CMAR enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The CMAR will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The CMAR's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

11.34.1 Compliance with Americans with Disabilities Act

The CMAR acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. The CMAR will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation; provided, however, that the CMAR shall not be responsible for violations that occur based on compliance with the drawings, specifications, or other Design Documents provided by City, the City's consultants, or the Design Professional. The CMAR agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of the CMAR, its employees, agents or assigns will constitute a material breach of this Contract.

11.35 DATA CONFIDENTIALITY

- 11.35.1** As used in this Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CMAR in the performance of this Contract.
- 11.35.2** The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR in connection with the CMAR's performance of this Contract is confidential and proprietary information belonging to the City.
- 11.35.3** Except for Subcontractors, Material and Equipment Suppliers, Consultants or other like parties necessary to complete the Work or as required by the City, the CMAR will not divulge data to any third party without first obtaining the written consent of the City. The CMAR will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided the CMAR has first given the required notice to the City:
1. Data, which is or becomes publicly available other than as a result of a violation of this Contract;
 2. Data, which was in the CMAR's possession legally and without restrictions before its performance under this Contract, unless the data was acquired in connection with the Work performed for the City;
 3. Data, which was acquired by the CMAR in its performance under this Contract and which was disclosed to the CMAR by a third party, who to the best of the CMAR's knowledge and belief, had the legal right to make any disclosure and the CMAR is not otherwise required to hold the data in confidence; or
 4. Data, which is required to be disclosed by virtue of law, regulation, or court order to which the CMAR is subject.
- 11.35.4** In the event the CMAR is required or requested to disclose data to a third party, or any other information to which the CMAR became privy as a result of any other contract with the City, the CMAR will first notify the City as required in this Article of the request or demand for the data. The CMAR will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take the action that the City may consider appropriate to protect the data or other information from disclosure.
- 11.35.5** The CMAR, unless prohibited by law, shall promptly deliver, as stated in this Article a copy of all data in its possession and control to the City. All data will continue to be subject to the confidentiality requirements of this Contract.

11.35.6 The CMAR assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Article are violated by the CMAR, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will cause irreparable harm that justifies injunctive relief in court.

11.36 TAXES AND INDEMNIFICATION

The fee listed in this Contract includes any and all taxes applicable to the activities authorized by this Contract. The City will have no obligation to pay additional amounts for taxes of any type. CMAR and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the CMAR. CMAR shall, and require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

11.37 CONFLICT OF INTEREST

11.37.1 To evaluate and avoid potential conflicts of interest, the CMAR will provide written notice to the City, as stated in this Article, of any work or services performed by the CMAR for third parties that may involve or be associated with any real property or personal property owned or leased by the City. The notice will be given 7 business days before commencement of the Project by the CMAR for a third party, or 7 business days before an adverse action as defined below. Written notice and disclosure will be sent to the City's Senior Representative identified in Article 7.3.

11.37.2 Actions that are considered to be adverse to the City under this Contract include but are not limited to:

1. Using data as defined in this Contract acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and
3. Using data to produce income for the CMAR or its employees independently of performing the services under this Contract, without first obtaining the written consent of the City.

11.37.3 The CMAR represents that except for those persons, entities and projects identified to the City, the services to be performed by the CMAR under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

11.37.4 The CMAR's failure to provide a written notice and disclosure of the information as required in this Article on Conflicts of Interest will constitute a material breach of this Contract.

11.38 COMMENCEMENT OF STATUTORY LIMITATION PERIOD AND STATUTE OF REPOSE

11.38.1 Before Final Completion. As to acts or failures to act occurring before the relevant date of Final Completion, any applicable statute of limitations will commence to run and any alleged cause of action will have accrued in any and all events not later than the date of Final Completion.

11.38.2 Between Punch List Preparation and Final Completion. As to acts or failures to act occurring between the relevant date of Punch List Preparation and before Final Completion, any applicable statute of limitation will begin to run and any alleged cause of action will have accrued in any events not later than the date of Final Completion.

11.38.3 After Completion. As to acts or failures to act occurring after the date of Final Completion, any applicable statute of limitations will commence to run and any alleged cause of action will have accrued in any and all events not later than the date of any correction of the Work or failure to correct the Work by the CMAR, or the date of actual commission of any other act or failure to perform any duty or obligation by the CMAR or the City, whichever occurs last.

11.38.4 Statute of Repose. The time period for the applicable Statute of Repose will begin to run at the time specified in A.R.S §12-552 as it is amended or renumbered from time to time.

11.39 NO BOYCOTT OF ISRAEL

By entering into a contract with the City, the CMAR certifies that it is not currently engaged in and agrees for the duration of the Contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

11.40 EXISTING WORK OCCURRING NEAR TRAFFIC SIGNAL EQUIPMENT

The CMAR will use due care when excavating at or near intersections where traffic signal underground conduit is located. The CMAR will notify the CPM Inspector, 48 hours in advance, of any work at the intersections. The CMAR will be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the Streets Department when underground conduit is to be severed by excavations at the intersection. The Traffic Signals Supervisor will have all underground traffic conduit located and will provide the necessary City Traffic Signal Technicians to assist the CMAR in identifying wiring phases and direction of conduit runs upon 24 hours notice from the CMAR and at least 1 day before the CMAR's scheduled wiring and installation of temporary cables. The CMAR will be responsible for the wiring and connection of all temporary cable within the pull boxes and terminal compartments. The Traffic Signals Supervisor will provide a City Traffic Signal Technician to assist the CMAR with connecting field wiring within the traffic signal control cabinet. The CMAR will provide, at his expense, 2 off-duty uniformed Police Officers to direct traffic while the traffic signal

is turned off and the wiring is transferred. The CMAR will be responsible as specified by the Streets Department for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified. Intersections with communications or CCTV cameras will be restored to full functionality within 24 hours, if they are disturbed during construction. The CPM Inspector will contact the Traffic Management Center (TMC) (480) 312-7777, 24 hours in advance, to coordinate the outage. The City does not allow the splicing of Magnetic Detector Loops.

11.41 TEMPORARY TRAFFIC SIGNALS

The CMAR will provide and install temporary traffic signals if at any time during construction the alignment of the traffic lanes is such that two traffic signal indications for any movement are not within a 20 degree cone of vision from the driver's eye located ten feet behind the stop bar position as specified in Section 4D.15 of the MUTCD. The CMAR will submit a temporary traffic signal plan to the Construction Coordinator for approval at least 14 days in advance of installation of the temporary traffic signal equipment. For short durations, the CMAR may obtain approval from the Construction Coordinator to utilize a uniformed Police Officer to direct traffic through the intersection when the above criteria are not met. The Construction Coordinator shall be responsible for notifying the City of Scottsdale Intelligent Transportation Systems (ITS) division of any and all changes that will have an effect on the normal flow of traffic operation. (See TMC note above)

11.42 TEMPORARY VEHICLE DETECTION

For all construction projects in the City of Scottsdale within duration of 15 days or more, temporary vehicle detection will be required for all approaches at signalized intersections that currently have loop detection which will be disturbed by the construction. In addition, traffic signal communications (telephone or other) to the central signal computer and CCTV (if present) will be maintained continuously during the course of the project. Work under this item will consist of furnishing all labor, equipment and materials necessary to install temporary traffic signal detection, and maintain signal communications. The CMAR or sub-contractor through the life of the project will maintain the detection zones and communications by ensuring full functionality 24 hours a day, 7 days a week. The CMAR will be responsible for the ongoing operation of the detection equipment, which may require redeployment of detection zones as traffic barricading and lane use changes require.

The work will be performed as specified in Sections 11.38 – 11.40, herein and as directed by the Construction Coordinator, Traffic Engineering and Signal Maintenance Departments.

ARTICLE 12 – DEFINITIONS

“Addenda” – Written or graphic instruments issued before the submittal of the GMP Proposal(s), which clarify, correct, or change the GMP Proposal(s) requirements.

“Allowance” means an agreed amount by the City and the CMAR for items which may be required to complete the scope of work.

"Alternate Systems Evaluations" - Alternatives for design, means, and methods or other scope of work considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

"As-built Document" – "As-built in construction is equivalent to "as-is." Drawings deemed "as-built" are final drawings that include all changes made during the actual construction process. These drawings represent the actual existing constructed conditions as opposed to designs or a proposed condition. The As-built Documents should be per Arizona Revised Statute 32-152.

"Blueline or Blackline Prints" – Prints that allows comparison of document versions to show what has been revised.

"Change Order" – means a written order to the CMAR executed by the City after execution of this Contract, directing a change in the Work. A Change Order may include a change in the Contract Price (other than a change attributable to damages to the CMAR for delay as provided in Article 5 hereof) or the time for the CMAR's performance, or any combination thereof.

"City" ("Owner") means the City of Scottsdale, Arizona, an Arizona municipal corporation. Regulatory activities handled by the City of Scottsdale Development Services, Planning and Fire Departments or any other City department are not subject to the responsibilities of the City under this Contract.

"City's Project Contingency" is an allowance established solely by the City to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes or unforeseen site conditions. The City's Project Contingency will be added to the GMP amount provided by the CMAR, the sum of which will be the full contract price for construction. Taxes will be applied by the CMAR at the time that the City's Project Contingency is used. Any CMAR Construction Fee on changes using the City's Project Contingency will be determined under Article 5.

"City's Senior Representative" means the person designated in Article 7.3.

"CMAR Construction Fee" is a negotiated fixed fee that is proposed by the CMAR for the project as defined in Article 4.3.

"Claim" means a written request for either payment of additional monies or extension of contract time, submitted in accordance with the terms of this Contract or applicable law.

"Clarifications and Assumptions List means a list prepared by the CMAR and accepted by the Contract Administrator. Generally the List identifies the CMAR's means and methods used in developing the GMP and identifies unresolved construction or site issues that may impact construction progress. The List of Clarifications and Assumptions may need additional confirmation or study by the project design team to avoid cost impact to the GMP.

"Construction Change Directive" means an alternate mechanism for directing the CMAR to perform additional work under the Contract when time and/or cost of the work is not in agreement between the City and the CMAR. Construction Change Directives must comply with the provisions of Rule 2-200.1 of the City's Procurement Code.

"Construction Coordinator" means a City employee who coordinates the daily construction activities with the contractor, and with their inspection staff that performs quality control inspections, enforces project plans and specifications and adopted City codes and ordinances.

"Construction Documents" means the plans; specifications and drawings prepared by the Design Professional after correcting for permit review requirements and incorporating addenda and approved change orders.

"Contract Administrator" means the person designated in Article 7.3.

"CMAR's Representative" means the person designated in Article 7.3.2.

"CMAR's Senior Representative" means the person designated in Article 7.3.2.

"Contract Documents" means the following items and documents in descending order of precedence executed by the City and the CMAR: (i) all written modifications, addenda and Change Orders; (ii) this Contract, including all exhibits and attachments; (iii) written Supplementary Conditions; (iv) Construction Documents; (v) GMP Plans and Specifications; and (vi) the Preconstruction Agreement.

"Contract Time(s)" means the Day(s) set forth in Article 3 subject to adjustment in accordance with this Contract.

"Cost of the Work" means the direct costs necessarily incurred by the CMAR in the proper performance of the Work as defined in Article 4.3.

"Day(s)" mean calendar days unless otherwise specifically noted in the Contract Documents.

"Delay" means an unanticipated event or interference with the progress of a critical path work activity being performed at the time that causes the completion date of the Project to be extended. Delays may be caused by the City, the CMAR, third parties or Force Majeure events. Delays may be excusable, compensable, non-compensable or concurrent.

"Delay, Compensable" means delay that results from the City's actions or inactions that entitle the CMAR to both a time extension and delay damages.

"Delay, Concurrent" means two or more delays, within the same timeframe, both of which would independently impact the Project's critical path. If one delay is caused by the City and the other by the CMAR, the CMAR will generally be entitled to an excusable, non-compensable time extension, to the degree the delays may "overlap."

"Delay, Excusable" means an unforeseeable delay caused by an event beyond the control and without the fault or negligence of the CMAR (including its suppliers and subcontractors). Excusable delays may be compensable or non-compensable, depending upon whether the terms of the Contract or the law allows recovery of delay costs. Unless otherwise shown, it will generally be presumed that these delays are non-compensable.

"Delay, Non-Excusable" means a delay within the control of the CMAR, its suppliers and subcontractors, or a delay resulting from a risk taken by the CMAR under the terms of the Contract. The CMAR will not be due any time extension or delay damages, and may be responsible for paying to the City, actual or liquidated damages for the delay.

"Deliverables" means the work products prepared by the CMAR in performing the scope of work described in this Contract or required by the Project Team.

"Design Team" refers to licensed design professionals that have been selected to work on the Project by the City.

"Design Phase Services Agreement" means the Preconstruction Agreement entered into between the CMAR and the City as referenced in this Contract. This Agreement will contain the provisions associated with the development of the GMP Proposal by the CMAR. Wherever a conflict exists between this Contract and the Preconstruction Agreement, the terms of this Contract will control.

"Differing Site Conditions" - Comply with M.A.G Standard Specifications Subsection 102.4.

"Drawings" ("Plans") - Documents which visually represent the scope, extent, and character of the Work to be furnished and performed by the CMAR during the construction phase and which have been prepared or approved by the Design Professional and the City. Drawings include documents that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100%), but *not for construction*". Drawings do not include shop drawings.

"Effective Date of this Contract" - The date specified in this Contract on which the Contract becomes effective, but if no date is specified, the date on which the City executes this Contract.

"Field Order" means a written field directive prepared and signed by the City, directing a change in work that may or may not include an adjustment in contract price or contract time.

"Final Acceptance" means the completion of all the Work as prescribed in Article 3.3.8.

"General Conditions" are negotiated indirect costs of the Work necessarily incurred by the CMAR as defined in Article 4.3.

"Guaranteed Maximum Price (GMP) Plans and Specifications" means the documents used to establish the GMP and made part of this Contract by reference.

"Guaranteed Maximum Price" or "GMP" means the sum of the maximum cost of the Work as given in the GMP proposal including the CMAR's direct costs, indirect costs as defined in Article 4.3.

"Guaranteed Maximum Price (GMP) Proposal" - The offer or proposal of the CMAR submitted on the prescribed form stating the GMP prices for the entire Work or portions of the Work to be performed during the construction phase.

"Hazardous Substance" - means:

- (a) Any substance designated pursuant to sections 311(b) (2) (A) and 307(a) of the clean water act.
- (b) Any element, compound, mixture, solution or substance designated pursuant to section 102 of CERCLA.
- (c) Any hazardous waste having the characteristics identified under or listed pursuant to section 49-922.

- (d) Any hazardous air pollutant listed under section 112 of the federal clean air act (42 United States Code section 7412).
- (e) Any imminently hazardous chemical substance or mixture with respect to which the administrator has taken action pursuant to section 7 of the federal toxic substances control act (15 United States Code section 2606).
- (f) Any substance which the director, by rule, either designates as a hazardous substance following the designation of the substance by the administrator under the authority described in subdivisions (a) through (e) of this paragraph or designates as a hazardous substance on the basis of a determination that such substance represents an imminent and substantial endangerment to public health.

"Indirect Costs" are the General Conditions, Payment and Performance Bonds, Insurance, Taxes, and Permitting and Licensing Fees as defined in Article 4.3.

"Informational Submittals" – Submittals are required (common with construction projects) for the architect and engineer to verify that the correct products and quantities will be installed on a project.

"Legal Requirements" means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-governmental entity having jurisdiction over the Project or Site, the practices involved in the Project, Site, or any Work.

"Liquidated Damages" means an amount the CMAR will pay as required in Article 3.4.

"Must" as used in this Contract is mandatory.

"Notice to Proceed" means a written notice given by the City to the CMAR fixing the date on which the CMAR will commence performance of the CMAR's obligations under this Contract.

"Owner Agent," "City's Agent" or "Owner Representative" see "City's Senior Representative."

"Payment Request" means a monthly progress payment request that is based on a monthly estimate of the dollar value of the Work completed.

"Preconstruction Services" means advice given during the design phase. Preconstruction Services will be contracted for between the City and the CMAR in accordance with the provisions of Article 1.3.1, as required by A.R.S. §34-603(C) (1) (c). Services may include the following: design review, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, GMP preparation, and subcontractor bid phase services.

"Preconstruction Agreement" means the Contract between the City and the CMAR for the services provided by the CMAR during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimate, GMP preparation, and subcontractor bid phase services.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CMAR to illustrate materials or equipment for some portion of the Work.

"Professional Certification" – Professional certification is a designation which indicates that a person is qualified to perform a job or task. Professional certification can be trade certification or professional designation.

"Project" means the Work to be completed in the execution of this Contract as described in the Recitals and in Exhibit A attached.

"Project Record Documents" means the documents created pursuant to Article 1.6.

"Project Record Drawing Prints" – Set of current design drawings used by construction contractor for reference during construction. These drawings are typically marked up during the construction process, and are used to develop the subsequent "as-built" drawings.

"Project Team" – Consists of the Design Professional, the CMAR, the Contract Administrator, the City's representatives and other stakeholders who are responsible for making decisions regarding the Project.

"Punch List" means those minor items of Work to be completed before Final Acceptance which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent the issuance of a Certificate of Occupancy.

"Samples" means physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

"Savings" means the difference between the Guaranteed Maximum Price and the Final Cost of the Work (including CMAR's Fee). One Hundred Percent (100%) of Savings will accrue to the City, unless otherwise agreed in the itemization of the Guaranteed Maximum Price.

"Schedule of Values (SOV)" means the Document specified in the construction phase, which divides the Contract Price into pay items so that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on whether the Progress Schedule is cost-loaded or not.

"Shop Drawings" mean drawings, diagrams, schedules and other data specially prepared for the Work by the CMAR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" means the land or premises on which the Project is located generally described as the following location: 17492 N 91st Street, The CMAR will require all subcontractors to include the street address of the Project Site in their contracts.

"Specifications" means those sections of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain applicable administrative details.

"Subcontractor" means any person or entity retained by the CMAR as an independent contractor to perform a portion of the Work and must include material men and suppliers. All subcontractors must be selected in accordance with the selection plan stated in Article 1.13.

"Substantial Completion" means when the Work, or when an agreed upon portion of the Work is sufficiently complete so that the City can occupy and use the Project or a portion of it for its intended purposes. This may include, but is not limited to: (a) approval by the City Fire Marshall and local authorities (Certificate of Occupancy); (b) issuance of elevator permit; (c) demonstration to the City that all systems are in place, functional, and displayed to the City or its representative; (d) installation of all materials and equipment; (e) City review and acceptance of all systems; (f) City review and acceptance of draft O&M manuals and record documents; (g) City operation and maintenance training completed; (h) HVAC test and balance completed (provide minimum 30 days before projected substantial completion); (i) completed landscaping and site work; and (j) final cleaning.

"Supplier" means a manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with the CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase work by the CMAR or any Subcontractor.

"Work" means the entire completed construction or the various separately identifiable parts of the construction, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

END OF CONTRACT - SIGNATURES ON NEXT PAGE.

THE CITY OF SCOTTSDALE
PROJECT NO. PG09, CONTRACT NO. 2020-199-COS

This Contract has been executed by the parties above named on the date and year written above, to be retained by the City Clerk.

The CMAR agrees that this Contract, as awarded, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount(s), under the terms and conditions of the Contract.

CONSTRUCTION MANAGER AT RISK:
HUNTER CONTRACTING CO., an Arizona corporation

Name President

Firm Name

THE CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

W. J. "Jim" Lane, Mayor

Carolyn Jagger, City Clerk

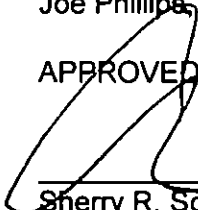
RECOMMENDED:

Dave Lipinski, PE
City Engineer

George Woods
Acting Risk Management Director

Joe Phillips, Contract Administrator

APPROVED AS TO FORM:



Sherry R. Scott, City Attorney
By: Eric C. Anderson
Senior Assistant City Attorney

**EXHIBIT A
PROJECT DESCRIPTION
SCOPE OF WORK**

The following is a brief description of the scope included within GMP 1 of the 53 - Build Multi-Use Sports Fields in the area of Bell Road (Off-Site Water System) Project No. 21SQ003. The GMP includes the early procurement of long-lead materials, equipment, and minor supervision to create, submit and process submittals for approval.

**EXHIBIT B
PRECONSTRUCTION AGREEMENT**

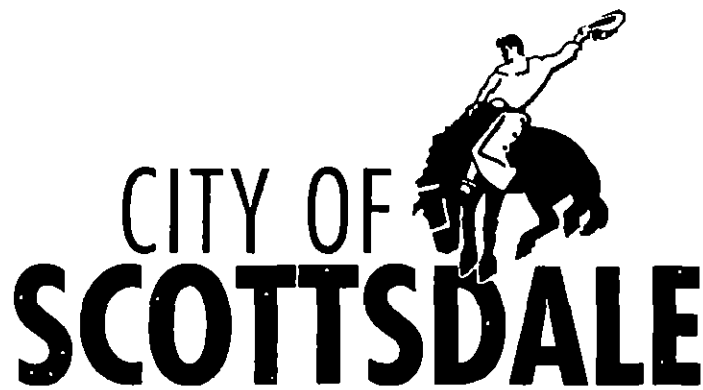
PRECONSTRUCTION PHASE SERVICES CONTRACT

2020-174-COS

**IS ON FILE AT THE SCOTTSDALE CITY CLERK'S OFFICE
AND CAN BE FOUND AT THE BELOW LINK:**

[HTTPS://ESERVICES.SCOTTSDALEAZ.GOV/EDMVIEWER/18495133](https://eservices.scottsdaleaz.gov/edmviewer/18495133)

Attachment A



53 - Build Multi-Use Sports Fields in the area of Bell Road (Off-Site Water System)

GMP 1 – Long-Lead Item Procurement

Project No: 21SQ003

Submitted: November 12, 2020

Hunter
CONTRACTING CO.

701 N. Cooper Rd.

Gilbert, AZ 85233

Phone: 480-892-0521

Fax: 480-892-4932

Attachment A

TABLE OF CONTENTS

Attachment A	Cover & Table of Contents
Attachment B	Description Summary of Scope Included
Attachment C	CM@R Cost Model Summary and Schedule of Values
Attachment D	Cost Breakdown Structure
Attachment E	List of Plans & Specifications and Assumptions & Clarifications
Attachment F	List of Subcontractors & Price Comparisons and Subcontractor Quotes
Attachment G	Schedule

Attachment B

53 - Build Multi-Use Sports Fields in the area of Bell Road (Off-Site Water System)

Project No. 21SQ003

100% Guaranteed Maximum Price (GMP1) – Long-Lead Item Procurement

Description of Project Scope

November 12, 2020

The following is a brief description of the scope included within GMP 1 of the 53 - Build Multi-Use Sports Fields in the area of Bell Road (Off-Site Water System) Project No. 21SQ003. The GMP includes the early procurement of long-lead materials, equipment, and minor supervision to create, submit and process submittals for approval. It is anticipated that this GMP package will be reviewed, agreed upon and submitted for council approval on December 2, 2020 with a Notice to Proceed to follow within the next day or two. If these dates are not met, then the schedule is in jeopardy of not being met and will delay the delivery of water to the "53 - Build Multi-Use Sports Fields in the area of Bell Road" project. This is a Guaranteed Maximum Price and the line items included in the schedule of values are to be considered allowance items.

Attachment C

CM@R GMP 1 - Long-Lead Early Procurement

Hunter Contracting Company

11/12/20

53 - Build Multi-Use Sports Fields in the area of Bell Road (Off-Site Water System)

Project No.: 21SQ003

GMP 1 - Long-Lead Item Procurement

GMP SUMMARY		AMOUNT
	COST OF THE WORK - DIRECT COSTS	AMOUNT
A	Sub-Contractors' Cost of the Work (Labor, Materials, Equipment, Warranty, Insurance, Profit)*	\$ 139,680.00
B	CMAR Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)*	\$ 425,323.98
C	Total Cost of the Work (A+B)	\$ 565,003.98
	INDIRECT COSTS	AMOUNT
D	General Conditions (Negotiated Amount)	\$ 13,004.72
E	Total Cost of the Work + General Conditions Fee (C+D)	\$ 578,008.70
F	CMAR Construction Fee (% of E or Negotiated Fixed Fee)	\$ 49,130.74
G	Payment and Performance Bonds (On E. Total Cost of the Work + General Conditions Fee)	\$ 5,178.10
H	Insurance (Additional CMAR's Insurance not provided in the Total Cost of the Work)	\$ 6,724.80
I	Subtotal Direct + Indirect Costs (E+F+G+H)	\$ 639,042.34
J	Taxes (Actual Reimbursable limited by Not to Exceed)	\$ 33,437.89
K	Project Subtotal (I+J)	\$ 672,480.23
M	CITY'S PROJECT CONTINGENCY (As determined by the City)**	\$ 55,000.00
N	TOTAL GMP (Not to Exceed) (L+M)	\$ 727,480.23

*This GMP is for material procurement only. Labor & equipment are not included.

**Design Contingency

- Please note that this form differs from the form included in the contract. A contract amendment to update this form will be provided by Joe Phillips, PM City of Scottsdale.

Attachment C

CM@R GMP 1 - Long-Lead Early Procurement

Hunter Contracting Company

11/12/20

53 - Build Multi-Use Sports Fields in the area of Bell Road (Off-Site Water System)

Project No.: 21SQ003

GMP 1 - Long-Lead Item Procurement

SCHEDULE OF VALUES				GMP 1		
Pay Item	Description	Qty	UM	Unit Cost	Total Cost	
1	Booster Pumps and Motors	1	AL	\$ 166,311.00	\$ 166,311.00	
	1.1	Booster Pump and Motor, 650 GPM, 225' TDH w/VFD	2	EA	\$ 51,310.00	
	1.2	Booster Pump and Motor, 50 GPM, 225' TDH w/VFD	1	EA	\$ 58,191.00	
	1.3	Freight	1	LS	\$ 3,000.00	
	1.4	Start Up and Field Vibration Test	1	LS	\$ 2,500.00	
	1.5	REED Critical Frequency Analysis (\$1,220/ea)	3	EA	Included	
	1.6	Spares Parts (\$5,000)	1	LS	Included	
2	Hydropneumatic Tank	1	AL	\$ 66,788.00	\$ 66,788.00	
	3.1	Hydropneumatic Tank	1	EA		
	3.2	Air Compressor, 80 gal, 175 psi, 5 hp	1	EA		
3	4" Silent Check Valve	1	AL	\$ 775.00	\$ 775.00	
4	6" Silent Check Valve	1	AL	\$ 2,350.00	\$ 2,350.00	
5	4" Butterfly Valve	1	AL	\$ 1,816.00	\$ 1,816.00	
6	6" Butterfly Valve	1	AL	\$ 7,609.00	\$ 7,609.00	
7	8" Butterfly Valve	1	AL	\$ 26,836.00	\$ 26,836.00	
8	6" Surge Anticipator Valve	1	AL	\$ 3,632.00	\$ 3,632.00	
9	Electrical Instrumentation	1	AL	\$ 100,000.00	\$ 100,000.00	
	9.1.1	1/2" Pressure Gauge	2	EA		
	9.1.2	8" Magnetic Flow Meter	3	EA		
	9.1.3	Pressure Transmitter	2	EA		
	9.1.4	1/2" Pressure Switch and Gauge	3	EA		
	9.1.5	Level Transmitter	1	EA		
	9.2.1	RTU Panel	1	EA		
	9.2.2	Pump Control Panel	1	EA		
	9.2.3	Air Compressor Starter Control Panel	1	EA		
	9.2.4	Hydrotank Level Control Panel	1	EA		
10	1" Combination Air/Vac	1	AL	\$ 1,650.00	\$ 1,650.00	
11	Filter, VAF V-1500	1	AL	\$ 84,006.98	\$ 84,006.98	
12	Slide Gate, 20"	1	AL	\$ 9,250.00	\$ 9,250.00	
13	8" Flow Control Valve, Solenoid Activated	1	AL	\$ 18,500.00	\$ 18,500.00	
14	Air/Vac	1	AL	\$ 1,100.00	\$ 1,100.00	
15	8" Gate Valve w/handwheel	1	AL	\$ 1,700.00	\$ 1,700.00	
16	Casing Pipe, 256LF	1	AL	\$ 33,280.00	\$ 33,280.00	
17	Precast Concrete Wet Well, Control Vault, Air Gap	1	AL	\$ 33,000.00	\$ 33,000.00	
	17.1	Precast Concrete Wet Well	1	EA		
	17.2	Precast Concrete Control Vault	1	EA		
	17.3	Precast Concrete Air Gap Structure	1	EA		
18	Masonry	1	AL	\$ 6,400.00	\$ 6,400.00	
TOTAL DIRECT COST					\$ 565,003.98	

Attachment C

GENERAL CONDITIONS		GMP 1			
Pay Item	Description	Qty	UM	Unit Cost	Total Cost
21.1	Project Manager	16	HR	\$ 118.25	\$ 1,892.00
21.1	Pre-Construction Manager	8	HR	\$ 122.98	\$ 983.84
21.1	Estimator	40	HR	\$ 118.25	\$ 4,730.00
21.1	Project Engineer	40	HR	\$ 94.60	\$ 3,784.00
21.1	Superintendent	-	HR	\$ 113.52	\$ -
21.1	Administrative Assistant	4	HR	\$ 66.22	\$ 264.88
21.1	Pick Up Trucks	108	HR	\$ 12.50	\$ 1,350.00
TOTAL DIRECT COST		1	AL		\$ 13,004.72

Attachment D

Exhibit C, Contract 2020-189-COS, Page 7 of 115

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)	UM/ Man-Hour	Man-Hours/ UM	UM/ Day	Man-Hours (Duration driven)	Days (Duration driven)	Quote Group
	20420-00 Bell Water Sys - GMP1 (Long Lead)	1.00	AL	\$578,008.70	\$578,008.70				108.00	10.00	
1	Booster Pump and Motor, 650 GPM, 225' TDH w/VFD	1.00	AL	\$166,311.00	\$166,311.00	0.00	0.00	0.00	0.00	0.00	
1.1	Booster Pump and Motor, 650 GPM, 225' TDH w/VFD	2.00	EA	\$51,310.00	\$102,620.00	0.00	0.00	0.00	0.00	0.00	Pumps
1.2	Booster Pump and Motor, 50 GPM, 225' TDH w/VFD	1.00	EA	\$58,191.00	\$58,191.00	0.00	0.00	0.00	0.00	0.00	Pumps
1.3	Freight	1.00	LS	\$3,000.00	\$3,000.00	0.00	0.00	0.00	0.00	0.00	Pumps
1.4	Start Up and Field Vibration Test	1.00	LS	\$2,500.00	\$2,500.00	0.00	0.00	0.00	0.00	0.00	Pumps
1.5	REED Critical Frequency Analysis	3.00	EA	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	Pumps
1.6	Spares Parts	1.00	LS	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	Pumps
2	Hydropneumatic Tank & Air Compressor	1.00	AL	\$66,788.00	\$66,788.00	0.00	0.00	0.00	0.00	0.00	
2.1	Hydropneumatic Tank	1.00	EA	\$21.54	\$21.54	0.00	0.00	0.00	0.00	0.00	Tank
2.2	Air Compressor, 80 gal, 175 psi, 5 hp	1.00	EA	\$66,766.46	\$66,766.46	0.00	0.00	0.00	0.00	0.00	Tank
3	4" Silent Check Valve	1.00	AL	\$775.00	\$775.00	0.00	0.00	0.00	0.00	0.00	
3.1	4" Silent Check Valve	1.00	EA	\$775.00	\$775.00	0.00	0.00	0.00	0.00	0.00	Pipe Package
4	6" Silent Check Valve	1.00	AL	\$2,350.00	\$2,350.00	0.00	0.00	0.00	0.00	0.00	
4.1	6" Silent Check Valve	2.00	EA	\$1,175.00	\$2,350.00	0.00	0.00	0.00	0.00	0.00	Pipe Package
5	4" Butterfly Valve	1.00	AL	\$1,816.00	\$1,816.00	0.00	0.00	0.00	0.00	0.00	
5.1	4" Butterfly Valve	2.00	EA	\$908.00	\$1,816.00	0.00	0.00	0.00	0.00	0.00	Pipe Package
6	6" Butterfly Valve	1.00	AL	\$7,609.00	\$7,609.00	0.00	0.00	0.00	0.00	0.00	
6.1	6" Butterfly Valve	7.00	EA	\$1,087.00	\$7,609.00	0.00	0.00	0.00	0.00	0.00	Pipe Package
7	8" Butterfly Valve	1.00	AL	\$26,836.00	\$26,836.00	0.00	0.00	0.00	0.00	0.00	
7.1	8" Butterfly Valve	5.00	EA	\$1,201.00	\$6,005.00	0.00	0.00	0.00	0.00	0.00	Pipe Package
7.2	8" Butterfly Valve, Sharktooth w/Rototork	1.00	EA	\$20,831.00	\$20,831.00	0.00	0.00	0.00	0.00	0.00	Pipe Package
8	6" Surge Anticipator Valve	1.00	AL	\$3,632.00	\$3,632.00	0.00	0.00	0.00	0.00	0.00	
8.1	6" Surge Anticipator Valve	1.00	EA	\$3,632.00	\$3,632.00	0.00	0.00	0.00	0.00	0.00	Pipe Package
9	Electrical Instrumentation & Equipment/Gear	1.00	AL	\$100,000.00	\$100,000.00	0.00	0.00	0.00	0.00	0.00	
10	1" Combination Air/Vac	1.00	AL	\$1,650.00	\$1,650.00	0.00	0.00	0.00	0.00	0.00	
10.1	1" Combination Air/Vac	3.00	EA	\$550.00	\$1,650.00	0.00	0.00	0.00	0.00	0.00	Pipe Package
11	Filter, VAF V-1500	1.00	AL	\$84,006.98	\$84,006.98	0.00	0.00	0.00	0.00	0.00	

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)	UM/ Man-Hour	Man-Hours/ UM	UM/ Day	Man-Hours (Duration driven)	Days (Duration driven)	Quote Group
11.1	Filter, VAF V-1500	2.00	EA	\$25,246.30	\$50,492.60	0.00	0.00	0.00	0.00	0.00	Filter
11.2	Filter, Spare Parts (Screen, Valve w/Actuator, Lip Seal)	1.00	EA	\$4,764.38	\$4,764.38	0.00	0.00	0.00	0.00	0.00	Filter
11.3	Filter, Electric Control Panel	1.00	EA	\$28,750.00	\$28,750.00	0.00	0.00	0.00	0.00	0.00	Filter
12	Slide Gate, 20"	1.00	AL	\$9,250.00	\$9,250.00	0.00	0.00	0.00	0.00	0.00	
12.1	Slide Gate, 20"	1.00	EA	\$9,250.00	\$9,250.00	0.00	0.00	0.00	0.00	0.00	Slide Gate
13	8" Flow Control Valve, Solenoid Activated	1.00	AL	\$18,500.00	\$18,500.00	0.00	0.00	0.00	0.00	0.00	
13.1	8" Flow Control Valve, Solenoid Activated	2.00	EA	\$9,250.00	\$18,500.00	0.00	0.00	0.00	0.00	0.00	Pipe Package
14	Air/Vac	1.00	AL	\$1,100.00	\$1,100.00	0.00	0.00	0.00	0.00	0.00	
14.1	Air/Vac	2.00	EA	\$550.00	\$1,100.00	0.00	0.00	0.00	0.00	0.00	Pipe Package
15	8" Gate Valve w/handwheel	1.00	AL	\$1,700.00	\$1,700.00	0.00	0.00	0.00	0.00	0.00	
15.1	8" Gate Valve w/handwheel	2.00	EA	\$850.00	\$1,700.00	0.00	0.00	0.00	0.00	0.00	Pipe Package
16	Casing Pipe, 256LF	1.00	AL	\$33,280.00	\$33,280.00	0.00	0.00	0.00	0.00	0.00	
16.1	Casing Pipe	256.00	LF	\$130.00	\$33,280.00	0.00	0.00	0.00	0.00	0.00	Casing Pipe
17	Precast Concrete Wet Well & Control Vault	1.00	AL	\$33,000.00	\$33,000.00	0.00	0.00	0.00	0.00	0.00	
17.1	Precast Concrete Wet Well	1.00	EA	\$25,000.00	\$25,000.00	0.00	0.00	0.00	0.00	0.00	Precast
17.2	Precast Concrete Control Vault	1.00	EA	\$5,000.00	\$5,000.00	0.00	0.00	0.00	0.00	0.00	Precast
17.3	Precast Concrete Air Gap Structure	1.00	EA	\$3,000.00	\$3,000.00	0.00	0.00	0.00	0.00	0.00	Precast
18	Masonry (CMU's)	1.00	AL	\$6,400.00	\$6,400.00	0.00	0.00	0.00	0.00	0.00	
18.1	Pump Station Fence CMU's (8"x8"x16") + Mock Up	1,800.00	EA	\$3.56	\$6,400.00	0.00	0.00	0.00	0.00	0.00	Masonry
19	General Requirements	1.00	AL	\$13,004.72	\$13,004.72	0.01	108.00	0.10	108.00	10.00	
19.1	Duration Driven Costs	10.00	DY	\$1,300.47	\$13,004.72	0.09	10.80	1.00	108.00	10.00	
49					\$578,008.70				108.00	10.00	

Attachment E

53 - Build Multi-Use Sports Fields in the area of Bell Road (Off-Site Water System)

Project No. 21SQ003

100% Guaranteed Maximum Price (GMP1) – Long-Lead Item Procurement

Description of Project Scope

November 12, 2020

1. Hunter Contracting Co. (HCC) assumes that the City of Scottsdale (City) will issue a Notice to Proceed on or before November 25, 2020. All prices are based on this date so that we can process submittals, order materials and equipment to maintain the schedule.
2. This GMP is based on the following project drawings and specifications:
 - a. Concept Design, July 2020, Irrigation Supply for Sports Complex Pipeline, Lake, and Pump Station, Sheets 1 through 16 by HDR dated August 2020.
 - b. Equipment List Excel Document, by HDR dated October 1, 2020.
 - c. Spec Section 11072 – Pumping Equipment: Vertical Turbine (Line Shaft), Sheets 1 – 8 by HDR dated October 2020.
 - d. Spec Section 13250 –Hydro-Pneumatic Tank System, Sheets 1 – 7 by HDR not dated.
 - e. Spec Section 13310 –Primary Sensors and Field Instruments, Sheets 1 – 5 by HDR not dated.
 - f. Spec Section 15010 –Piping Support Systems, Sheets 1 – 4 by HDR not dated.
 - g. Spec Section 15100 PS – Pipe Schedule, Sheets 1 – 2 by HDR not dated.
 - h. Spec Section 15120 –Pipe Specialties, Sheets 1 – 6 by HDR not dated.
 - i. Spec Section 15200 –Valves and Operators, Sheets 1 – 10 by HDR not dated.
 - j. Spec Section 15200 –Motors, Sheets 1 – 8 by HDR dated October 2020.
 - k. Spec Section 16482 –Variable Frequency Drives, Sheets 1 – 9 by HDR not dated.
 - l. RFI GMP1 – 1: Surge Anticipator Valve Model Clarification, Response by HDR dated 10/21/2020.

Plans Used for Preparation of GMP No. 1	
CMAR	Date
Design Consultant	Date
Project Manager	Date

Attachment E

3. Pay Item 1 – Booster Pumps and Motors Allowance

- a. 650GPM; HEAD 220 FEET; SPEED 1770 RPM; BOWL EFF. 83.3% GUARANTEED 1U; NPSHr 8.5 FEET
 - i. 60HP, 1800RPM, 460V-3PH VERTICAL SOLID SHAFT ELECTRIC MOTOR WITH WP-1 ENCLOSURE, 1.15 SERVICE FACTOR, PREMIUN EFFICIENT DESIGN, INVERTER DUTY, 50 DEG. "C" AMBIENT TEMPERATURE RATING.
 - ii. FABRICATED STEEL DISCHARGE HEAD WITH 6" 1500# ANSI DISCHARGE FLANGE, FLANGED ADJUSTABLE SPACER TYPE HEAD SHAFT COUPLING, COUPLING GUARD, CHAMPION STYLE 401 MECHANICAL SEAL AND STEEL SOLE PLATE.
 - iii. 6" X 1" FLANGED PRODUCT LUBRICATED OPEN LINE SHAFT COLUMN ASSEMBLY WITH 416SS LINE SHAFT AND LINE SHAFT COUPLINGS, NEOPRENE RUBBER LINE SHAFT COUPLINGS, BRONZE DROP IN BEARING RETAINERS, AND 316SS COLUMN FASTENERS, TPL +/-34 FEET.
 - iv. GOULDS MODEL 11CLC-4 STAGE BOWL ASSEMBLY WITH CAST IRON ENAMEL LINED BOWLS, 316SS DYNAMICALLY BALANCED IMPELLERS, 416SS BOWL SHAFT, BRONZE BOWL BEARINGS, ALUMINUM BRONZE BOWL WEAR RINGS AND 316SS BOWL FASTENERS.
 - v. STAINLESS STEEL BASKET STRAINERS WITH VORTEX PLATE.
 - vi. SPARE CHAMPION MECHANICAL SEALS.
 - vii. NON-WITNESSED PERFORMANCE TEST AND HYDRO STATIC TEST OF THE DISCHARGE HEAD, COLUMN AND BOWL ASSEMBLY.
 - viii. REED CRITICAL FREQUENCY ANALYSIS.
 - ix. COATINGS: THE INTERIOR WATER PASSAGEWAY OF THE DISCHARGE HEAD, THE INTERIOR AND EXTERIOR OF THE COLUMN PIPE AND THE EXTERIOR OF THE BOWL ASSEMBLY WILL BE COATED WITH TNEMEC N140 NSF 61 EPXOY COATING.
 - x. START UP SUPERVISION AND FIELD VIBRATION TEST.
- b. 7.5HP, 1800RPM, 460V-3PH VERTICAL SOLID SHAFT ELECTRIC MOTOR WITH WP-1 ENCLOSURE, 1.15 SERVICE FACTOR, PREMIUN EFFICIENT DESIGN, INVERTER DUTY, 50 DEG. "C" AMBIENT TEMPERATURE RATING.
 - i. FABRICATED STEEL DISCHARGE HEAD WITH 4" 150# ANSI DISCHARGE FLANGE, FLANGED ADJUSTABLE SPACER TYPE HEAD SHAFT COUPLING, COUPLING GUARD, CHAMPION STYLE 401 MECHANICAL SEAL AND STEEL SOLE PLATE.
 - ii. 4" X 1" FLANGED PRODUCT LUBRICATED OPEN LINE SHAFT COLUMN ASSEMBLY WITH 416SS LINE SHAFT AND LINE SHAFT COUPLINGS, NEOPRENE RUBBER LINE SHAFT COUPLINGS, BRONZE DROP IN BEARING RETAINERS, AND 316SS COLUMN FASTENERS, TPL +/-20 FEET.
 - iii. GOULDS MODEL 8RALC-9 STAGE BOWL ASSEMBLY WITH CAST IRON ENAMEL LINED BOWLS, 316SS DYNAMICALLY BALANCED IMPELLERS, 416SS BOWL SHAFT, BRONZE BOWL BEARINGS, ALUMINUM BRONZE BOWL WEAR RINGS AND 316SS BOWL FASTENERS.

Attachment E

- iv. STAINLESS STEEL BASKET STRAINERS WITH VORTEX PLATE.
 - v. SPARE CHAMPION MECHANICAL SEALS.
 - vi. NON-WITNESSED PERFORMANCE TEST AND HYDRO STATIC TEST OF THE DISCHARGE HEAD, COLUMN AND BOWL ASSEMBLY.
 - vii. REED CRITICAL FREQUENCY ANALYSIS.
 - viii. COATINGS: THE INTERIOR WATER PASSAGEWAY OF THE DISCHARGE HEAD, THE INTERIOR AND EXTERIOR OF THE COLUMN PIPE AND THE EXTERIOR OF THE BOWL ASSEMBLY WILL BE COATED WITH TNEMEC N140 NSF 61 EPXOY COATING.
 - ix. START UP SUPERVISION AND FIELD VIBRATION TEST.
- c. GENERAL NOTES
- i. The above price is firm for 30 days. After such time it may be subject to review. Shipment has been estimated at Approx. 16 - 18 weeks after receipt of purchase order and/or approved submittal drawings.
 - ii. Price includes: Freight to the job site off loaded by-others. Submittal drawings and start-up supervision.

4. *Pay Item 2 – Hydro Pneumatic Tank & Air Compressor Allowance*

- a. Hydro Pneumatic Tank
 - i. Provide one (1) 1,500-gal 200-psi MAWP ASME pressure vessels w/ NSF 61 coatings.
 - ii. shop drawings, calculations, and vessel certifications per ASME Section VIII, Division 1 2019 ed.
 - iii. All pressure vessel shell, head, and nozzle thicknesses to be in accordance with ASME Section VIII Div. I 2019 ed.
 - iv. Pressure vessel flanges shall be Class 150 ASME B16.5.
 - v. All vessel fabrication and testing shall be in accordance with ASME Section VIII Div. I
 - vi. 2019 ed.
 - vii. Surge Vessel Interior Coating System to comply with or exceed specifications outlined
 - viii. under Specification Section 13250.
 - ix. Surge Vessel Exterior Coating System to comply with or exceed specifications outlined
 - x. under Specification Section 13250
- b. Air Compressor
 - i. Provide (1) 5 HP 240/480V Reciprocal Compressor w/ 80-gal receiver tank.
 - ii. Provide (1) Probe Bottle w/ conductance probes.
 - iii. Provide (1) Local Control panel operating Air Compressor and Solenoid Valves.
- c. Exclusions

Attachment E

- i. 3rd Party NACE coating inspections are excluded from this scope of work and can be added for \$3,900.
- ii. 3rd Party CWI inspections are excluded from this scope of work.
- iii. Disinfection and Bacterial Testing are excluded from this scope of work.
- iv. HP Tank Shop Drawings & Calculations & Submittal Preparation – 3 Weeks from NTP
- v. Hydro Pneumatic Tank and Appurtenances – 12 Weeks from NTP

5. *Pay Item 3 – 7, 10, & 13 - 15 – Valves Allowance*

- a. Silent Check Valves per equipment list
- b. Butterfly Valves per equipment list
- c. Sharktooth Butterfly Valve with Rotork Actuator, 1-ea included
 - i. 8" YEARY TRIPLE OFFSET BUTTERFLY VALVE, CLASS 150, LUGGED, CS BODY / DISC WITH 304SS SHARKTOOTH CONTROL CARTRIDGE
 - ii. ROTORK IQT250 120/1/60 and WT ENCLOSURE FA07 BASE WITH FOLO/CPT 4-20 MA INPUT/OUTPUT CARD AND 24 VDC INTERNAL BATTERY FAILSAFE WD393B0000
- d. Air/Vac Valves per equipment list
- e. Flow Control Valves per equipment list
- f. Gate Valves per equipment list

6. *Pay Item 8 – 6" Surge Anticipator Valve Allowance*

- a. Manufacturer: Bermad
- b. Model: WW-6"-730-Y-C-A5-EB-NN-I-N

7. *Pay Item 9 – Electrical Instrumentation/Equipment Allowance*

- a. Electrical Equipment
 - i. RTU Panel
 - ii. Booster Pumps Control Panel
 - iii. Air Compressor Starter Control Panel
 - iv. Hydrotank Level Control Panel
 - v. Please see Exhibit A for the bill of materials for the above panels.
- b. Electrical Instrumentation
 - i. Electromagnetic Flow Meters,
 - 1. Model: 5W4C2H-AAELHP3DHA1KGB+AAEBL4PAZ1
 - 2. Range/Size: 0 to 1,200 GPM / 8"
 - ii. Pressure Transmitter
 - 1. Model: PMC71-TBC1S6RADAA+N2Z1
 - 2. Range/Size: 0-150 PSIG
 - iii. Submersible Level Transmitter
 - 1. Model: FMX21-AA211QGE25H+LRNBPOPUR4Z
 - 2. Range/Size: 0-300 PSIG

Attachment E

8. Pay Item 11 – Filter, VAF V-1500 Allowance

- a. (2) 1001-2135 V-1500-8 Automatic Filter with 316 S.S. Body and 8" inlet/outlet flanges. Rated at 150 P.S.I. @ 176° F. Internal Parts 316 S.S., CPVC, Acetyl, Glass Reinforced Nylon. **FLOW RATE NOT PROVIDED - MAX FLOW RATE PER FILTER 1599 GPM**
- b. (2) 1001-0665 100 Micron Rated Square Weave-wire Stainless Steel Filter Screen 1300 sq inches total screen. **MAX TSS 140 PPM**
- c. (2) 1001-2285 2" Full-Port 316SS Flush ball valve, with 24VAC actuator.
- d. (1) Startup & Training Services
- e. (1) Freight to Job Site
- f. (1) 1001-0665 100 Micron rated screen.
- g. (1) 1001-2285 Full-Port 316SS Flush ball valve, with 24VAC actuator.
- h. (2) Spare Parts Kit V-1500 W/ Lip seal
- i. (1) Custom control panel
- j. Current Delivery is 8 - 12 weeks from signed order acknowledgement.
- k. System operator training sessions are available on a per diem basis.

9. Pay Item 12 – Slide Gate, 20" Allowance

- a. Aluminum gates: designed for 0.1gpm leakage standard per AWWA C562.
- b. The head on the gate is not called out. The distance from the invert of the opening to the top of wall was used.
- c. Drawing E-69140 calls out gate size to be 20" x 19". Drawing S-103 calls out an 18" opening. Included is pricing for 20" x 20".

10. Pay Item 16 – Casing Pipe Allowance

- a. Assumptions:
 - i. 36" Casing Pipe, 0.375 wall thickness per MAG
 - ii. Princess Rd crossing at Trailside: 156' long
 - iii. 91st St Box Culvert Crossing south of Palo Brea Bend: 100' long
- b. Exclusions:
 - i. Casing Spacers
 - ii. Casing End Seals

11. Pay Item 17 – Precast Concrete Allowance

- a. Wet Well is assumed to be 10'x8'x25' with a 12" thickness
- b. Air Gap structure is assumed to be 48" circular pre-cast
- c. Control Vault is assumed to be an open bottom 6'x6'x4' precast vault w/lid and access hatch

12. Pay Item 18 – Masonry Allowance

Attachment F

CM@R GMP 1 - Long-Lead Early Procurement
 Hunter Contracting Company
 S3 - Build Multi-Use Sports Fields in the area of Bell Road (Off-Site Water System)
 Project No.: 21SQ003
 GMP 1 - Long-Lead Item Procurement

11/12/20

SURCONTRACTOR COMPARISON				
Scope	Subcontractor	Total	Selected	Notes
Casing Pipe				
	Alpha Pipe	\$ 39,380.00		Freight added
	Kelly Pipe	\$ 40,100.00		Freight added
	Horizontal Boring	\$ 33,280.00		
	Pittsburgh Pipe	\$ 47,600.00		
	Allowance	\$ 33,280.00	X	
Electrical				
	Ludvik	\$ 45,260.00		Incomplete
	Keller	\$ 141,751.91		
	Allowance	\$ 100,000.00	X	
Filter				
	KLS	\$ 84,006.98		Sole Source
	Allowance	\$ 84,006.98	X	
Masonry				
	Allowance	\$ 6,400.00	X	
Pipe Package (Valves)				
	ALB	\$ 26,075.00		Partial
	Border Marketing	\$ 3,632.00		Partial (cost + freight)
	Ferguson	\$ 51,391.90		Partial
	DeZurik	\$ 15,430.00		Partial
	Industrial Automation Services	\$ 20,831.00		Partial
	Allowance	\$ 65,968.00	X	
Precast				
	Olson	\$ 43,953.65		
	Jensen	\$ 77,720.00		
	Old Castle	\$ 27,016.67		
	Allowance	\$ 33,000.00	X	
Pumps				
	JCH	\$ 166,311.00		Goulds
	Hennesy	\$ 197,435.00		National
	Capital	\$ 214,400.00		Simflo
	Allowance	\$ 166,311.00	X	
Slide Gate				
	Golden Harvest	\$ 9,250.00		
	Coombs-Hopkins	\$ 9,905.00		
	Misco	\$ 5,140.28		Stainless Steel only
	Allowance	\$ 9,250.00	X	
Tank and Compressor				
	Hennesy, 5000 gal tank	\$ 96,214.00		
	JCH, 5000 gal tank	\$ 157,866.00		Pulsco
	Smyth, 5000 gal tank	\$ 89,640.00		
	Smyth, 1500 gal tank	\$ 66,788.00		
	Smyth, 500 gal tank	\$ 50,000.00		
	Allowance	\$ 66,788.00	X	



AlphaPipeCompany

ALPHA PIPE COMPANY
 2111 BENTLEY PLAZA #201
 ST. LOUIS, MO 63026
 Phone: 636-861-2900
 Toll-Free: 800-860-0599
 Fax: 636-861-2442
 www.alphapipeco.com

QUOTATION

Quote Number: RR102920-1
 Quote Date: Oct 29, 2020
 Page: 1

Billed to:
HUNTER CONTRACTING 701 N. COOPER SCOTTSDALE, AZ
Attn: STEVEN BRINKERHOFF Phone: 480-503-7448 Fax:

Ship to:
HUNTER CONTRACTING 701 N. COOPER SCOTTSDALE, AZ

Customer ID	Payment Terms (Upon Approval)	Sales Rep
HUNTER CONTRACTING	Net 30 Days	RONALD W ROBERTS

Quantity	Item	Description	Unit Price	Amount
280.00	36X375U	36" OD X .375-500 WALL USED STRAIGHT SEAM STEEL PIPE, FBE ON THE OD, 5 PC'S DLR'S @ 375 WALL, 1 PC 500 WALL DRL, SPIRAL WELD, BARE OD, PRICE DELIVERED. ** STEVEN THANKS FOR GIVING ME THE OPPORTUNITY TO QUOTE YOU! I HOPE WE CAN MAKE THIS WORK FOR YOU**	83.50	23,380.00
			TOTAL	23,380.00

This pipe is in stock and subject to prior sale. Price is based on above quantities. additional freight arrangements not outlined above are the responsibility of the customer. If additional freight arrangements are needed, please contact your sales representative. Price must be confirmed prior to order and is subject to change based on stock and availability. Unless stated, there are no mill test reports ssocia with this material.

Please call if you have any questions. Thank you for the opportunity to quote this j and we look forward to hearing from you soon.

RONALD W ROBERTS

From: Guy Romero III <guy@horizontalboringllc.com>
Sent: Thursday, October 29, 2020 8:01 AM
To: Steven Brinkerhoff
Cc: 'Ernie Romero'
Subject: RE: Bell Water System: Pricing

EXTERNAL EMAIL

Hello Steven,

No problem. Figure \$130 for 36" (.375).

Casing Lead time - 2 Weeks
Casing Spacers – 2-3 Weeks

Thanks,

From: Steven Brinkerhoff <Steven.Brinkerhoff@huntercontracting.com>
Sent: Thursday, October 29, 2020 7:52 AM
To: Guy Romero III <guy@horizontalboringllc.com>
Cc: 'Ernie Romero' <ernie@horizontalboringllc.com>
Subject: RE: Bell Water System: Pricing

Sorry guys, but I think we may go with the 0.375 wall...can you get me an idea on price for that as well?
Lead-time on the materials also?

Steven Brinkerhoff
Preconstruction Manager/Estimator
Hunter Contracting Co.
D (480) 503-7448
C (602) 541-0753
Steven.Brinkerhoff@huntercontracting.com
701 N. Cooper Rd. | Gilbert, AZ 85233
www.huntercontracting.com

Hunter
CONTRACTING CO.

CONFIDENTIAL COMMUNICATION: Emails and attachments from Hunter Contracting Co. may contain privileged and/or confidential information intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please delete this email and all attachments and notify our offices by calling (480) 892-0521. Thank you.

License AZ: ROC070961, ROC067542, ROC 075851, ROC023057 | HDL AZ License: ROC192564
Hunter Contracting Co. | © 2020 | www.huntercontracting.com

Steven Brinkerhoff

From: Tim ORoarke <TORoarke@kellypipe.com>
Sent: Wednesday, October 28, 2020 1:19 PM
To: Steven Brinkerhoff
Subject: RE: Bell Water System: Pricing

EXTERNAL EMAIL

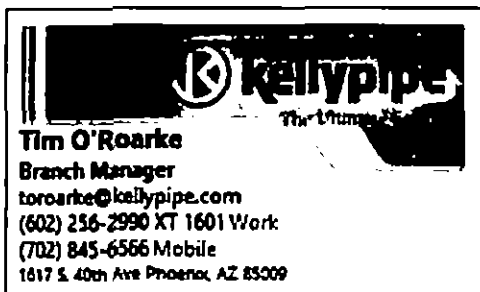
.375 wall is going for \$125-\$130 FOB Phoenix right now. Currently 1200' stock. Nothing on PO.

Tim

****** NOTICE / FACEMASKS REQUIRED******

Kelly Pipe Phoenix Will Call counter and Sales office is closed to all non-Kelly Pipe staff until further notice! ...WE WILL BE CLOSING AT 3:30 PM DAILY...Please instruct any drivers coming to our facility that they MUST WEAR A FACEMASK wait by their trucks/vehicles for our guys to assist them with all material loading and paperwork. We will not be permitting anyone to enter the building. Thank you for your understanding during this time! Please call the office 602-256-2990 if you have any issues or concerns regarding this notice.

KPC Phoenix Management



From: Steven Brinkerhoff <Steven.Brinkerhoff@huntercontracting.com>
Sent: Wednesday, October 28, 2020 1:06 PM

To: Tim ORoarke <TORoarke@kellypipe.com>
Subject: RE: Bell Water System: Pricing

Is the price much different for 0.375 thickness?

Steven Brinkerhoff
Preconstruction Manager/Estimator
Hunter Contracting Co.
D (480) 503-7448
C (602) 541-0753
Steven.Brinkerhoff@huntercontracting.com
701 N. Cooper Rd. | Gilbert, AZ 85233
www.huntercontracting.com



CONFIDENTIAL COMMUNICATION: Emails and attachments from Hunter Contracting Co. may contain privileged and/or confidential information intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please delete this email and all attachments and notify our offices by calling (480) 892-0521. Thank you.

License AZ: ROC070961, ROC067542, ROC 075851, ROC023057 | HDL AZ License: ROC192564
Hunter Contracting Co. | © 2020 | www.huntercontracting.com

From: Tim ORoarke <TORoarke@kellypipe.com>
Sent: Wednesday, October 28, 2020 12:05 PM
To: Steven Brinkerhoff <Steven.Brinkerhoff@huntercontracting.com>
Subject: RE: Bell Water System: Pricing

EXTERNAL EMAIL

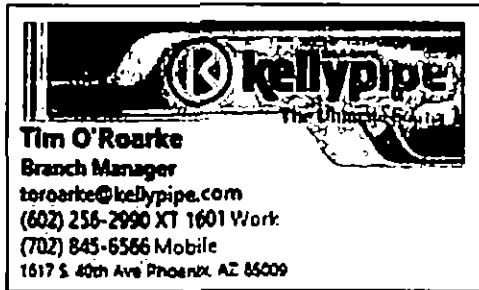
Steven you can use \$158 / ft and I can only offer 36" x .500 wall. Currently we have 940' in stock at the DC in Santa Fe Springs with 320' on order due first part of the year. There is no way this price will be held until June of 2021 but this is good number for today's market for budget pricing. We'd have to requote closer to the project date.

****** NOTICE / FACEMASKS REQUIRED ******

Kelly Pipe Phoenix Will Call counter and Sales office is closed to all non-Kelly Pipe staff until further notice!! ...WE WILL BE CLOSING AT 3:30 PM DAILY...Please instruct any drivers coming to our facility that they MUST WEAR A FACEMASK wait by their trucks/vehicles for our guys to assist them with all material loading and paperwork. We will not be permitting anyone to enter the building. Thank you for your

understanding during this time! Please call the office 602-256-2990 if you have any issues or concerns regarding this notice.

KPC Phoenix Management



From: Steven Brinkerhoff <Steven.Brinkerhoff@huntercontracting.com>
Sent: Wednesday, October 28, 2020 11:55 AM
To: Tim O'Roarke <TORoarke@kellypipe.com>
Subject: Bell Water System: Pricing

I have a CM@R project that we are putting together for Scottsdale. Right now I'm putting together pricing for an early GMP so that we can order long-lead material items. That said, they don't have much design for me yet but I still need some safe budget numbers that are not crazy high but realistic.

So, I need pricing for the casing pipe MATERIAL only at this point. Here is what we are looking at:

Project: Bell Water System

Location: Princess/101, Scottsdale, AZ

Scope: 2- ea Jack & Bore's

- Princess Rd just south of Trailside View ~ 165'
- Box Culvert Crossing at 91st St south of Palo Brea Bend ~115'
- They still don't know the sizes for sure yet, so we are pricing:
 - o 36" x 0.531 – 12" carrier at Princess = 165'
 - o 36" x 0.531 – 10" carrier at 91st St = 115'

Instructions:

- Please provide solid budget pricing by the end of the day today (10/28/20) - ASAP
- Please provide anticipated lead times for all materials

NOTE:

- Mark your calendar, this project will be built and completed by June 2021, so it is coming fast.

Let me know if you have any questions.

Thanks,

Steven Brinkerhoff

Preconstruction Manager/Estimator

Hunter Contracting Co.

D (480) 503-7448

C (602) 541-0753

Steven.Brinkerhoff@huntercontracting.com

701 N. Cooper Rd. | Gilbert, AZ 85233

www.huntercontracting.com

Hunter
CONTRACTING CO.

CONFIDENTIAL COMMUNICATION: Emails and attachments from Hunter Contracting Co. may contain privileged and/or confidential information intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please delete this email and all attachments and notify our offices by calling (480) 892-0521. Thank you.

License AZ: ROC070961, ROC067542, ROC 075851, ROC023057 | HDL AZ License: ROC192564
Hunter Contracting Co. | © 2020 | www.huntercontracting.com



The Right Pipe The Right Services Right On Time

*Large Diameter Pipe *Bore Casing *Rolled and Welded Pipe *Fiber Optic Casing *Polyethylene Duct

Date: 10/28/2020
Quote: 00160526 HUN852
To: HUNTER CONTRACTING
Attn: STEVEN BRINKERHOFF
From: Marshall Blume

We are pleased to offer the following material for your consideration:

280 F 36 OD; .531 WALL; STRUCTURAL; ROLLED & WELDED; BARE; at \$170.0000 per F
BEVELED BY SQUARE; 20' UL'S; 1-3 MID WELDS;
DOMESTIC PLATE; WITH PP CORP CERTS;

FOB: SCOTTSDALE AZ
Terms: 1/2% 10 DAYS, NET 30
Estimated Ship Date: 4-6 wks ARO

If you have any questions, or if I may be of further assistance, please do not hesitate to call me.
Restocking charges may apply for cancellation of stock items.
Special orders are non-cancellable and non-returnable.
All dimensions are nominal, unless otherwise indicated.
All items are offered subject to prior sale, unless otherwise indicated.

Due to current volatility in steel and fuel prices this offer is subject to the price in effect at time of shipment.

VISIT OUR WEBSITE AT www.pittsburghpipe.com

Marshall Blume

October 28, 2020

Page 1 of 1

Reference: Scottsdale Irrigation Pump Station for Sports Complex
Concept Design Early Procurement

Subject: **ELECTRICAL BID SCOPE/PROPOSAL**

We submit our proposal for the instrumentation items of the early procurement list as shown and specified in the documents received to date, and as follows:

Early Procurement Bid Amount **\$ 45,260.**
(Consisting of 2 Pressure Gauges, 3 Magnetic 8" Flowmeters, 2 Pressure Transmitters, 3 Pressure Switch/Gauge/Seal, and 1 Level Transmitter.)

Option: ADD \$ 1% for Performance and Payment Bonds, if required.

EXCLUSIONS:

- 1. Taxes and permits.
- 2. Process and mechanical connections, piping, tubing, fittings, valves, spools, etc.

CLARIFICATIONS:

- 1. Proposal includes procurement only which does include submittals, delivery, and startup.
- 2. Lead times are approximately 3 weeks for submittals and 5 weeks for delivery after approval, except the mag meters are about 7 weeks for delivery after approval.

This proposal is submitted for mutually agreeable terms. It is valid for award within 30 calendar days. Please contact us at 602-777-5000 with any questions or for additional information.

Sincerely,
LUDVIK ELECTRIC CO.



Thomas E. Spackman
Chief Estimator





10/27/2020

Suzanne Jung
 Hunter Contracting Co.
 720 N Cooper Rd.
 Gilbert, AZ 85223
 480-352-2302

RE: Bell Offsite Water System

Proposal: 219435-2

Dear Madam:

In accordance with the bid documents and supporting information, Keller Electrical Industries (KEI) proposes the following scope and budget for completing this work.

Bid Documents

This proposal is based on Equipment List dated 10/8/2020 and Concept Design Plans with COS stamp dated 8/20 received 10/9/2020 from Hunter Contracting Co. and noted as being Concept Level Drawings Only and Not for Construction. Addendum #1 dated 10/23/2020 is included.

No specifications were received for the items quoted in this proposal. The Equipment and Instrumentation quoted are based on the above referenced equipment list.

Scope of Work

Provide and deliver Equipment and Instrumentation as listed on the above referenced "Equipment List.xlsx".

1 Project Management

- a. Develop a manufacturing and delivery schedule detailing the equipment and services offered for this project.
- b. Attend project meetings.
- c. Provide material and labor reports and invoicing on a timely basis.
- d. Provide contract close-out documentation.

2 Engineering

- a. Produce detailed physical and electrical drawings for equipment manufacture only.
- b. Produce calculations where required for NEC compliance.
- c. Coordinate with permitting and utility authorities.
- d. Provide submittal review and construction QA/QC services.

3 Manufacturing and Supply of Equipment

- a. Fabricate and assemble electrical and control system equipment as listed on the attached indexes.
- b. Conduct a Factory Acceptance Test and provide written test reports.
- c. Deliver electrical and control system equipment to the project site.

4 Permitting, Construction, and Demolition

- a. No scope of jobsite construction is included in this proposal.

5 Repair and Maintenance Service

- a. Not included.

Keller Electrical Industries, Inc. | www.kellerelectrical.com | 1881 E. University Dr. • Phoenix, AZ 85034 | D: 602-437-3015 | F: 602-437-8163

AZ ROC152404 [A-17] • ROC303838 [B-1] • ROC076007 [C-11] • ROC273463 [R-11] | CA 986595 [C-10] | NV 0053743 [C-2] | NM 374478 [EE98]

6 Testing and Startup Assistance

- a. Factory Acceptance Testing of KEI manufactured equipment only.

7 Contract Closeout

- a. Provide "Record" or "As Built" drawings.
- b. Provide Operations and Maintenance Manuals for the equipment and facility.
- c. Provide warranties for equipment, products, and systems.

8 Spare Parts

- a. Cost for spare parts is not included in this proposal.
- b. Upon request, KEI will furnish a priced list of recommended spare parts.

9 Schedule

- a. 1 week after receipt of contract to provide shop drawings and submittals for instrumentation.
 - 3 to 4 weeks after receipt of approved submittals to receive and deliver all instrumentation.
- b. 2 weeks after receipt of contract to provide shop drawings and submittals for KEI manufactured equipment.
 - 4 to 8 weeks after receipt of drawings to fabricate, test and deliver equipment.

10 Exclusions and Clarifications

- a. Only work, equipment, and materials explicitly stated in this document are part of this proposal. KEI accepts the responsibility for the coordination and furnishing of small and incidental equipment and services normally associated with this type of work and for coordination with other disciplines. Any additional significant equipment, materials, or services will be furnished only upon execution of a change order.
- b. All other equipment and services not specifically mentioned in this scope of work nor defined above shall be the responsibility of others.
- c. This proposal is based upon KEI executing their work in reasonable coordination with other disciplines and entities. Additional KEI costs due to significant or extraordinary delays by others will be grounds for change orders.
- d. For orders where KEI only manufacturers or supplies equipment for installation and startup by others, KEI reserves the right to withhold shipment until full payment is received.
- e. KEI reserves the right to withhold shipment of equipment and materials until payment has been received for all outstanding invoices.
- f. KEI will not supply personnel for startup or commissioning until payment has been received for all outstanding invoices.
- g. A bid bond is not included in this proposal but KEI will provide one for additional cost.
- h. No jobsite construction services are included in this proposal.

11 Exceptions to the Bid Documents

- a. VFD specification 2.1.D.1 calls for an 18-pulse Toshiba W7 VFD, which is made for indoor use only. As this design is for an outdoor unit, we are including the VFD as a 6-pulse, Toshiba G9 VFD with a line reactor.
- b. No other exceptions are identified.

12 Taxes and Freight

- a. We have identified the scope of work to be performed under this proposal as Prime contracting, in accordance with Arizona Revised Statutes (A.R.S) Section 42-5075. As a result, transaction privilege taxes will be added to the Project Total. Upon request, KEI will furnish an estimate of taxes for this work. Owner to furnish KEI with tax exempt information if taxes are not to be charged.

Keller Electrical Industries, Inc. | www.kellerelectrical.com | 1881 E. University Dr. • Phoenix, AZ 85034 | D: 602-437-3015 | F: 602-437-

8163

AZ ROC152404 [A-17] • ROC303838 [B-1] • ROC076007 [C-11] • ROC273463 [R-11] | CA 986595 [C-10] | NV 0053743 [C-2] | NM 374478 [EE98]

- b. Unless noted differently, this proposal includes freight cost for delivery of KEI manufactured products to the project site.
- c. Unless noted differently, freight cost for equipment shipped FOB manufacturer’s facility or FOB port-of-entry is not included in this proposal.

13 Warranty:

- a. The warranty period for KEI manufactured electrical and control equipment is 18 months from ship date or 12 months from startup date. During this period, KEI will repair or replace at no cost to owner any failed component or system.
- b. Unless noted differently, KEI will honor a manufacturer’s warranty for all purchased equipment and will coordinate with the manufacturer to repair or replace the equipment in accordance with the manufacturer’s warranty.
- c. The KEI warranty covers only KEI furnished equipment and explicitly excludes all costs of lost production, loss of facility availability, and any and all other incidental costs.
- d. KEI will make every effort to honor the warranty in a timely manner. Delays in getting parts or equipment from manufacturers may affect the time to implement repairs or replacement.

14 Price Tabulation:

ID	Description	Price/Rate	Amount
1	Provide and Deliver Instruments		\$20,540.65
2	Deliver KEI Manufactured Electrical Equipment		\$114,978.87
3	Submittals and O&M's		\$3,510.46
	Total KEI Proposal:		\$139,029.97
	Alt Adder to replace (2) 60 HP VFD’s w/75 HP per Addendum #1 (Response to question #4)		\$2,721.93

15 Payment Terms and Conditions:

- a. KEI will submit invoices monthly in accordance with an approved AIA format schedule of values and in accordance with the terms and conditions of the project specifications.

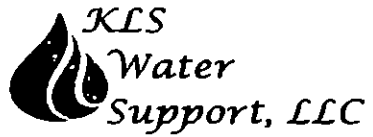
16 Attachments

- a. Equipment Index.
- b. Instrument Index.

KEI appreciates the opportunity to furnish this proposal. We have made every effort to assure that the proposed equipment and services will satisfy your requirements. Should you have any questions, comments, concerns or require further clarification, please feel free to contact me at your convenience.

Bob Pennington
 PM/Estimator
 Keller Electrical Industries, Inc.
 1881 E. University Dr.
 Phoenix, AZ 85034
 O: (602) 437-3015
 F: (602) 437-8163

KEI Manufactured Equipment Index		
ISA Device Tag	Description	Location
RTU	RTU Panel	Pump Station
BPCP	Booster Pumps Control Panel	Pump Station
ACSCP	Air Compressor Starter Control Panel	Pump Station
HLCP	Hydrotank Level Control Panel	Pump Station



VAF V-1500 Filter Equipment Scottsdale Proposal

Hunter Contracting Co.
701 N. Gilbert Rd.
Gilbert, AZ 85233

September 25, 2020

Dear Mr Rivera,

KLS Water Support, LLC is pleased to provide the following budgetary proposal 20-136 to the Hunter Contracting Co. for the purchase of equipment and services as indicated below:

EQUIPMENT:

1. (2) 1001-2135 V-1500-8 Automatic Filter with 316 S.S. Body and 8" inlet/outlet flanges. Rated at 150 P.S.I. @ 176° F. Internal Parts 316 S.S., CPVC, Acetyl, Glass Reinforced Nylon.
****FLOW RATE NOT PROVIDED - MAX FLOW RATE PER FILTER 1599 GPM****
2. (2) 1001-0665.100 Micron Rated Square Weave-wire Stainless Steel Filter Screen 1300 sq inches total screen. ****MAX TSS 140 PPM****
3. (2) 1001-2285 2" Full-Port 316SS Flush ball valve, with 24VAC actuator.
4. (1) Startup & Training Services
5. (1) Freight to Job Site

Total for Items Listed Above 50,492.60

SPARE PARTS SCOTTSDALE STANDARD:

6. {1} 1001-0665 100 Micron rated screen.
7. {1} 1001-2285 Full-Port 316SS Flush ball valve, with 24VAC actuator.
8. {2} Spare Parts Kit V-1500 W/ Lip seal

Total for Items Listed Above 4,764.38

CONTROL PANEL ADDER:

1. (1) Custom control panel **28,750.00**

Purchase Order will be sent to:

- o Neptune Benson, 5270 Marshall St. Arvada, CO 80002
- o Attention: Jennifer Coisman

Current Delivery is 8 - 12 weeks from signed order acknowledgement.

Exclusions: Installation, piping connections, electrical connections, off-loading. All items not specifically listed above.

EVOQUA/NEPTUNE BENSON/VAF filtration systems Terms & Conditions are attached to this proposal.



HUNTER CONTRACTING CO.
Opportunity | 2020-09-24
Quote Number: 2020-9120
Account ID: New Account
Date: 9/24/2020

Commercial Terms

Terms of Delivery: EXW - Ex Works
Payment Terms: N30 - Net 30 days
Freight Terms: Prepaid and Add: Shipping and Handling Charge

Commercial Notes

1. Proposed product and quantities are exactly as shown herein. Any additions and/or deletions will be subject to associated charges and/or credits.
2. The pricing provided in this proposal does not include applicable Sales Tax.
3. Quoted prices shall remain firm for 30 days from the date of the proposal, unless noted otherwise.
4. Terms of Delivery are according to INCOTERM 2010
5. Electrical service at the installation site shall be provided by others. Consult factory for specific requirements.
6. System operator training sessions are available on a per diem basis.
7. Unloading and protected storage of all equipment by others.
8. This quotation is subject to the attached Evoqua Terms and Conditions.



HUNTER CONTRACTING CO.
 Opportunity | 2020-09-24
 Quote Number: 2020-9120
 Account ID: New Account
 Date: 9/24/2020

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule. If any order is held or rescheduled at the Buyer's request, Seller may (a) require Buyer to reimburse its reasonable expenses incurred in connection with the delay; and/or (b) store the Equipment at the sole cost and risk of loss of the Buyer and the Buyer must pay Seller such expenses within 30 days of receipt of Seller's invoice for the same.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.



HUNTER CONTRACTING CO.
 Opportunity | 2020-09-24
 Quote Number: 2020-9120
 Account ID: New Account
 Date: 9/24/2020

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally



HUNTER CONTRACTING CO.
 Opportunity | 2020-09-24
 Quote Number: 2020-9120
 Account ID: New Account
 Date: 9/24/2020

determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK ON WHICH SUCH LIABILITY IS BASED. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. Rental Equipment / Services. Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. Miscellaneous. These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the International Sales of Goods to the relationship between the parties and to all transactions arising from said relationship.



HUNTER CONTRACTING CO.
Opportunity | 2020-09-24
Quote Number: 2020-9120
Account ID: New Account
Date: 9/24/2020

Accepted By: _____

Print: _____

Date: _____

ALB PIPING PRODUCTS & SERVICES, LLC

P (480) 753-1719
F (480) 753-1799

5303 E. FAIRVIEW STREET
CHANDLER, AZ 85226

BID DATE: OCTOBER 23, 2020

BELL OFFSITE WATER SYSTEM

OWNER: CITY of SCOTTSDALE
ENGINEER: HDR

LINE	QTY	UN IT	SIZE	SIZE	DESCRIPTION	LINING	PRIMER	UNIT PRICE	SUB TOTAL	TOTAL
10										
20										
30										
40	PUMP STATION VALVES									
50										
60	1	EA	04"		V-M GS SILENT CHECK VALVE - FLG CI BODY BRZ TRIM BUNA-N SEAT	FBE	FBE	\$ 775.00	\$ 775.00	
70	2	EA	06"		V-M GS SILENT CHECK VALVE - FLG CI BODY BRZ TRIM BUNA-N SEAT	FBE	FBE	\$ 1,175.00	\$ 2,350.00	
80										
90	2	EA	04"		DeZURIK BFV - LUG STYLE w/ 10-POSITION LEVER [BOS-US]	EPOXY	EPOXY	\$ 325.00	\$ 650.00	
100	7	EA	06"		DeZURIK BFV - LUG STYLE w/ 10-POSITION LEVER [BOS-US]	EPOXY	EPOXY	\$ 450.00	\$ 3,150.00	
110	6	EA	08"		DeZURIK BFV - LUG STYLE w/ HANDWHEEL [BOS-US]	EPOXY	EPOXY	\$ 900.00	\$ 5,400.00	
120										
130	2	EA	4-1/2"		TRERICE PRESS GAUGE - 1/4" LC LIQ FILLED w/ 316SS B-TUBE			\$ 375.00	\$ 750.00	
140	1	EA	06"		BERMAD SURGE ANTICIPATOR VALVE - FLG [730-I]	FBE	FBE	\$ 3,425.00	\$ 3,425.00	
150	3	EA	01"		V-M COMBO AIR/VAC VALVE - FIPT CI BODY w/ 316SS TRIM & FLOAT	FBE	FBE	\$ 550.00	\$ 1,650.00	
160										
170	1	EA	20"	19'-0"	ALUMINUM SLIDE GATE w/ RISING STEM HANDWHEEL			\$ 10,095.00	\$ 10,095.00	
180	SUBTOTAL									
190										\$ 28,245.00
200										
210										
220	VAULT VALVES									
230										
240	2	EA	08"		CLA VAL RATE OF FLOW CONTROL VALVE - FLG [43-01BCPSVYKCX]	FBE	FBE	\$ 9,250.00	\$ 18,500.00	
250										
260	2	EA	01"		V-M COMBO AIR/VAC VALVE - FIPT CI BODY w/ 316SS TRIM & FLOAT	FBE	FBE	\$ 550.00	\$ 1,100.00	
270										
280	2	EA	08"		GATE VALVE - FLG [C515] RW NRS w/ HW [304SS STEM & HARD]	FBE	FBE	\$ 850.00	\$ 1,700.00	
290	SUBTOTAL									
										\$ 21,300.00

ALB PIPING PRODUCTS & SERVICES, LLC

P (480) 753-1719 5303 E. FAIRVIEW STREET
 F (480) 753-1799 CHANDLER, AZ 85226

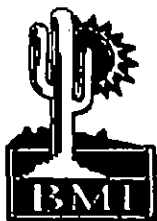
BID DATE: OCTOBER 23, 2020

BELL OFFSITE WATER SYSTEM

OWNER: CITY of SCOTTSDALE
 ENGINEER: HDR

LINE	QTY	UN IT	SIZE	SIZE	DESCRIPTION	LINING	PRIMER	UNIT PRICE	SUB TOTAL	TOTAL
PROJECT TOTAL									\$ 49,545.00	
LINE	QTY	UN IT	SIZE	SIZE	DESCRIPTION	LINING	PRIMER	UNIT PRICE	SUB TOTAL	TOTAL

- KEY NOTES:**
01. MATERIAL PRICING <> BASED ON FURNISHING IMPORT
 02. MATERIAL PRICING <> VALID FOR 30 DAYS UNLESS OTHERWISE SPECIFIED - SUBJECT TO REVIEW THEREAFTER
 03. MATERIAL PRICING <> FOB JOBSITE
 04. EXCLUDE ALL MATERIAL NOT SPECIFICALLY LISTED IN QUOTE
 05. MATERIAL QTYS & INTERPRETATION OF CONTRACT DOCUMENTS ARE BELIEVED TO BE CORRECT, BUT NOT GUARANTEED



Border Marketing, Inc.

P.O. Box 2650
 Mesa, AZ 85214-2650
 Phone (480) 947-8570 Fax (480) 947-9831

DATE 10/8/2020
Quotation #

Quote To:

Name: Suzanne Jung
 Address: _____
 Phone: 480-503-7487
 Email: suzanne.jung@huntercontracting.com

Company: Hunter Contracting
 City, State: Gilbert, AZ
 Fax: _____

Quotation valid: Net 60
Manufacturer: Bermad
Availability: 4 Weeks ARO

Prepared by: Kevin Burgess
FOB: _____
Specs Provided: _____

Project Name & Location: Scottsdale Bell Park Complex

Comments or special instructions: _____

Qty	Description	AMOUNT
1	WW-6"-730-Y-C-A5-EB-NN-I-N Relief Valve	\$3,382.20
1	WW-8"-770-03-55-Y-C-A5-5AC-NN-I-N Rate of Flow Valve with Solenoid Shut-Off 120 VAC Normally Closed	\$6,070.50
	FFA over \$5K	
	TOTAL	\$9,452.70

If you have any questions concerning this quotation, please contact us at 480-947-8570.

THANK YOU FOR YOUR BUSINESS!



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

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

Deliver To: From: Gilbert Zavala Comments:
--

15:42:47 OCT 28 2020

Page 1 of 4

FERGUSON WATERWORKS #3083

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

Bid No: B339706
 Bid Date: 10/22/20
 Quoted By: GZJ

Cust Phone:
 Terms: CASH ON DEMAND

Customer: HUNTER CONTRACTING BID ACC
 BID ACCT ONLY
 GILBERT, AZ 85233

Ship To: HUNTER CONTRACTING BID ACC
 BID ACCT ONLY
 GILBERT, AZ 85233

Cust PO#: SCOTTSDALE

Job Name: CMAR SPORTS COMPLET

Item	Description	Quantity	Not Price	UM	Total

	BID ITEM 1 BOOSTER PUMP & MOTOR *** NO BID ON PUMPS ***				

	BID ITEM 2 BOOSTER PUMP & MOTOR 2 *** NO BID ON PUMPS ***				

	BID ITEM 3 HYDRONEUMATIC TANK *** NO BID ON TANKS ***				

	BID ITEM 4 4" SILENT CHECK VALVE VALMATIC				
V1804	4 FLG CI GBL SLNT CHK VLV LEAD TIME 4 -5 WEEKS PN: 1804A.1XF	1	888.000	EA	888.00
ATSGAP FNWNBSS61P	4 FF 1/8 TORUSEAL NSF61 FLG GSKT 4 316 SS 150# FLG NUT/BLT SET	2 4	7.740 25.240	EA EA	15.48 100.96

	SUBTOTAL				1004.44

	BID ITEM 5 6" VALMATIC SILENT CHECK				
V1806	6 FLG CI GBL SLNT CHK VLV LEAD TIME 4 - 5 WEEKS PN: 1806A.1XF	2	1376.000	EA	2752.00
ATSGAU FNWNBSS61U	6 FF 1/8 TORUSEAL NSF61 FLG GSKT 6 316 SS 150# FLG NUT/BLT SET	4 4	6.920 48.000	EA EA	35.68 192.00

	SUBTOTAL				2979.68

	BID ITEM 6				



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
 complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3083&on=15480>



FERGUSON WATERWORKS #3083
Price Quotation

Fax: 602-262-4276

15:42:47 OCT 28 2020

Reference No: B339706

Item	Description	Quantity	Net Price	UM	Total
DL6324	4" BUTTERFLY VALVE 4 BFV SUBMITTALS LEAD TIME LEAD TIME 2 - 4 WEEKS	2	426.160	EA	852.32
FNWNA1RGAP SP-075C0400HCST	4 NA 1/8 150# RNG GSKT 3/4X4 316 SS BOLT	4 4	5.530 60.000	EA EA	22.12 240.00

	SUBTOTAL				1114.44

	BID ITEM 7				
DBOS6USW1D1NBR	8 BUTTERFLY VALVE 8 DEZURIK BFV WAF *Z SUBMITTALS LEAD TIME LEAD TIME 2 - 4 WEEKS	7	846.160	EA	4523.12
FNWR1RGAU SP-075C0400HCST	6 RR 1/8 150# RNG GSKT 3/4X4 316 SS BOLT	14 14	10.000 60.000	EA EA	140.00 840.00

	SUBTOTAL				5503.12

	BID ITEM 8				
SP-DBFVX	8 BUTTERFLY VALVE 8 BFV DEZURIK SUBMITTALS LEAD TIME LEAD TIME 2 - 4 WEEKS	6	1295.390	EA	7772.34
FNWR1RGAX SP-075C0400HCST	8 RR 1/8 150# RNG GSKT 3/4X4 316 SS BOLT	12 12	10.000 60.000	EA EA	120.00 720.00

	SUBTOTAL				8612.34

	BID ITEM 9				
SP-W45232.3404L200	4-1/2 45-232.34-04L-200 GAUGE 1 - 2 WEEK LEAD TIME	2	140.530	EA	281.06
MISC	MISCELLANEOUS CHARGES IF NEEDED FOR GAUGE ****	2	130.000	EA	260.00

	SUBTOTAL				541.06

	BID ITEM 10				
SP-B730IU106	SURGE ANTICIPATOR VALVE 6" BERMAD 730-I-U-I VLV 6" 730-I PRV/POSITION INDICATOR 4 - 6 WEEKS AFTER PO 1 WEEK FOR SUBMITTALS	1	4026.430	EA	4026.43
ATSGAU FNWNBSS61U	6 FF 1/8 TORUSEAL NSF61 FLG GSKT 6 316 SS 150# FLG NUT/BLT SET	2 2	12.000 50.000	EA EA	24.00 100.00

	SUBTOTAL				4150.43

	BID ITEM 11				
	MAGNETIC FLOW VALVE				
HM0082F125	8 EM FLOW MTR FM APPROVED USG Promag W 400, 5W4C2H, DN200 8" 2 - 3 WEEKS AFTER APPROVED SUBMITTA	1	3976.000	EA	3976.00
HHBRING8	8 HB MAG GROUNDING RNG 1 - 2 WEEKS	2	180.000	EA	360.00



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3083&on=15480>



FERGUSON WATERWORKS #3083
Price Quotation

Fax: 602-262-4276

15:42:47 OCT 28 2020

Reference No: B339706

Item	Description	Quantity	Net Price	UM	Total
FSTARTUP	MFG START UP	1	1300.000	EA	1300.00

	SUBTOTAL				5636.00
	BID ITEM 12 Electrical Quote				
	PRESSURE TRANSMITTER				
SP-HPMC71-608K1/0	CERABAR S PMC71	2	1945.340	EA	3890.68
	1 - 2 WEEKS				

	SUBTOTAL				3890.68
	BID ITEM 13 Electrical Quote				
	PRESSURE SWITCH & GAUGE				
SP-MDAW70331538	MEROID PRESSURE SWITCH 10-200 PSI	3	725.000	EA	2175.00
	2 - 3 WEEKS				

	SUBTOTAL				2175.00
	BID ITEM 14				
	COMBINATION ARV				
V201C2X	1 COMB AIR & VAC VLV EPOX	3	687.150	EA	2061.45
	LEAD TIME 1 - 2 WEEKS				

	SUBTOTAL				2061.45
	BID ITEM 15				
	AIR COMPRESSOR				
	** NO BID **				

	BID ITEM 16				
	FILTER				
	*** NO BID ***				

	BID ITEM 17				
	ALUMINUM SLIDE GATES				
	*** NO PRICE AVAILABLE **				

	BID ITEM 18 Electrical Quote				
	LEVEL TRANSMITTER				
SP-HFMX21-38CD7/0	WATERPILOT FMX21	1	2696.000	EA	2696.00
	1 - 2 WEEKS				

	SUBTOTAL				2696.00
	BID ITEM 17				
	FLOW CONTROL VALVE				
SP-C43-01BCPSVYKCX	8" COMB RATE OF FLOW & SOLENOID VLV	2	10937.500	EA	21875.00
	4 - 6 WEEKS AFTER APPROVED SUBMITTA				
ATSGAX	8 FF 1/8 TORUSEAL NSF61 FLG GSKT	4	15.000	EA	60.00
FNWNBSS81X	8 316 SS 150# FLG NUT/BLT SET	4	51.000	EA	204.00

	SUBTOTAL				22139.00
	BID ITEM 18 Electrical Quote				



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3083&on=15480>



FERGUSON WATERWORKS #3083
Price Quotation

Fax: 602-262-4276

15:42:47 OCT 28 2020

Reference No: B339706

Item	Description	Quantity	Net Price	UM	Total
	FLOW METER				
HM00820125	LF 8 HBMAG MTR INTEG 4D BATRY NCR Promag W 400, 5W4C2H, DN200 8" 4 - 5 WEEKS OUT	2	4300.000	EA	8600.00
HHBRING8 FSTARTUP	8 HBMAG GROUNDING RNG MFG START UP	4 1	180.000 1300.000	EA EA	720.00 1300.00
	----- SUBTOTAL				10620.00
	----- BID ITEM 19 AIR/VAC				
V201C2X	1 COMB AIR & VAC VLV EPOX LEAD TIME 1 - 2 WEEKS	2	687.150	EA	1374.30
	----- SUBTOTAL				1374.30
	----- BID ITEM 20 GATE VALVE				
C263908201294009	8 FLG RW OL GATE VLV HWWHL C509DI CLOW VALVE BRAND OR AFC ONLY	2	823.820	EA	1647.64
ATSGAX FNWNBSS81X	8 FF 1/8 TORUSEAL NSF81 FLG GSKT 8 316 SS 150# FLG NUT/BLT SET	4 4	15.000 51.000	EA EA	60.00 204.00
	----- SUBTOTAL				1911.64
	----- TOTAL EQUIPMENT				76409.58

Net Total: \$76409.58
Tax: \$0.00
Freight: \$0.00
Total: \$76409.58

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

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

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

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



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3083&on=15480>

www.dezurik.com

DeZURIK Quotation



To: HUNTER CONTRACTING
 COMPANY INC
 SUZANNE JUNG
 701 N COOPER RD
 GILBERT, AZ 85299
 USA
 Phone 480-503-7487
 Email
 suzanne.jung@huntercontracting.com

Date of Quote: 10-09-2020
Quote Number: 203051
Project Name: SCOTTSDALE BELL PARK COMPLEX
I.D. (Rep. Use): 201404
Line of Business: 4941 - Municipal Water Treatment
Make Order To: DeZURIK, Inc.
 C/O INDUSTRIAL AUTOMATION SVCS
 Forester Haardt
 550 S ELLIS ST SUITE 1
 CHANDLER, AZ 85224
 USA
 Phone 4804130899
 Email SALES@IASAZ.COM

Reference:
Invoice Terms: Net 30 Days
Days Valid: 30
Shipping Point: SARTELL MN
Delivery Notes: *LEAD TIME*

SEE EACH LINE ITEM BELOW
 *LEAD TIME QUOTES ARE BASED
 ON AVAILABLE INVENTORY AT
 TIME OF QUOTE
 *SHIPPING TERMS=
 FREIGHT ALLOWED

Currency and Values expressed in USD (\$)

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK AT SARTELL, MN USA.

Line #	Cust. Line # Tag #	Qty	Order Code	Unit Price	Total Price
1	1	2	BAW,4,F1,CI,NBRN-NBR,150B,CI-S1,S40SD0*GS-6B-HD8 Lead Time: 6 weeks BAW: Style - DeZURIK AWWA C504 3-72"; C516 78" and larger Rubber Seated Butterfly Valve 4: Size - 4 Inch (100mm) F1: End Connection - Flanged, Drilled to ASME B16.1 Class 125/150 CI: Body Material - Cast Iron, ASTM A126 Class B NBRN: Packing - NBR (Acrylonitrile-Butadiene), Self-Adjusting Multiple V-Ring; -20 to 180°F (-29 to 82°C) NBR: Seat Material - NBR (Acrylonitrile-Butadiene); -20 to 180°F (-29 to 82°C) 150B: Service Class - AWWA Class 150B CI: Disc - Cast Iron, ASTM A48 Class 40C Type 316 Stainless Steel Seating Edge (3" - 20" (80-500mm) - ASTM A276, 24" & larger (600mm & larger) - ASTM A240) S1: Shaft - 304 Stainless Steel, ASTM A276 Coating or Paint: S40SD0 - 12 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND 12 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Exterior and Standard (SP10) surface prep GS-6B-HD8: Actuator Type - G-Series Worm Gear with Handwheel Operator	\$908.00	\$1,816.00

DeZURIK Quotation



Line #	Cust. Line #	Qty	Order Code	Unit Price	Total Price
2	2	7	BAW,6,F1,CI,NBRN-NBR,150B,CI-S1,S40SD0*GS-6B-HD8 Lead Time*: 7 weeks BAW: Style - DeZURIK AWWA C504 3-72"; C516 78" and larger Rubber Seated Butterfly Valve 6: Size - 6 Inch (150mm) F1: End Connection - Flanged, Drilled to ASME B16.1 Class 125/150 CI: Body Material - Cast Iron, ASTM A126 Class B NBRN: Packing - NBR (Acrylonitrile-Butadiene), Self-Adjusting Multiple V-Ring; -20 to 180°F (-29 to 82°C) NBR: Seat Material - NBR (Acrylonitrile-Butadiene); -20 to 180°F (-29 to 82°C) 150B: Service Class - AWWA Class 150B CI: Disc - Cast Iron, ASTM A48 Class 40C Type 316 Stainless Steel Seating Edge (3" - 20" (80-500mm) =ASTM A276, 24" & larger (600mm & larger) - ASTM A240) S1: Shaft - 304 Stainless Steel, ASTM A276 Coating or Paint: S40SD0 - 12 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND 12 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Exterior and Standard (SP10) surface prep GS-6B-HD8: Actuator Type - G-Series Worm Gear with Handwheel Operator	\$1,087.00	\$7,609.00
3	3	6	BAW,8,F1,CI,NBRN-NBR,150B,CI-S1,S40SD0*GS-6B-HD8 Lead Time*: 8 weeks BAW: Style - DeZURIK AWWA C504 3-72"; C516 78" and larger Rubber Seated Butterfly Valve 8: Size - 8 Inch (200mm) F1: End Connection - Flanged, Drilled to ASME B16.1 Class 125/150 CI: Body Material - Cast Iron, ASTM A126 Class B NBRN: Packing - NBR (Acrylonitrile-Butadiene), Self-Adjusting Multiple V-Ring; -20 to 180°F (-29 to 82°C) NBR: Seat Material - NBR (Acrylonitrile-Butadiene); -20 to 180°F (-29 to 82°C) 150B: Service Class - AWWA Class 150B CI: Disc - Cast Iron, ASTM A48 Class 40C Type 316 Stainless Steel Seating Edge (3" - 20" (80-500mm) =ASTM A276, 24" & larger (600mm & larger) - ASTM A240) S1: Shaft - 304 Stainless Steel, ASTM A276 Coating or Paint: S40SD0 - 12 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND 12 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Exterior and Standard (SP10) surface prep GS-6B-HD8: Actuator Type - G-Series Worm Gear with Handwheel Operator	\$1,201.00	\$7,206.00
Total					\$16,631.00

*Estimated manufacturing lead times included in this quotation are defined as "after release of order to production" (ARO) and are subject to change based upon availability of parts and manufacturing capacity at the time the goods are released to production. Production orders are considered released to production upon receipt. Manufacturing lead times do not include transit lead times. Estimated lead times are based upon the items and quantities listed on the quotation. Any changes to order codes and/or quantities may result in changes to manufacturing lead times.

www.dezurik.com

DeZURIK Quotation



Line #	Cust. Line #	Qty	Order Code	Unit Price	Total Price
--------	--------------	-----	------------	------------	-------------

Comments

SUBMITTAL LEAD TIME (IF REQUIRED) = 2-4 WEEKS FOR MANUAL VALVES / 4-6 WEEKS FOR AUTOMATED VALVES

START UP SERVICES (IF REQUIRED) = \$1,500.00 PER DAY + EXPENSES AS NEEDED TO COMPLETE JOB

- 1) LEADS TIMES QUOTED BASED ON COMPONENT AVAILABILITY / FACTORY CAPACITY AT TIME OF QUOTING.
- 2) PRICING VALID FOR 30 DAYS
- 3) WE RESERVE THE RIGHT TO ADJUST INDIVIDUAL ITEM PRICING IN THE EVENT OF A PARTIAL AWARD.
- 4) UNLESS SPECIFIED IN PART NUMBER AND/OR DESCRIPTION; TESTS / CERTIFICATIONS, SUPPORTS, ANCHORS, VALVE BOXES, COVERS, GUIDES, EXTENSIONS OR OTHER ACCESSORIES ARE NOT INCLUDED IN QUOTED PRICING
- 5) THE USER, THROUGH ITS OWN ANALYSIS AND TESTING, IS SOLELY RESPONSIBLE FOR MAKING THE FINAL SELECTION OF PRODUCTS AND SYSTEMS AND ASSURING THAT ALL PERFORMANCE, SAFETY AND WARNING REQUIREMENTS OF THE APPLICATION ARE MET.
- 6) DEZURIK SUBMITTALS AND IOM'S ARE INCLUDED IN DOCUMENT PACKAGE. NO OTHER DOCS OR SERVICES TO INCLUDE "CHECK TO SPECS" ARE INCLUDED AS PART OF THE SUBMITTAL PACKAGE AND WILL NOT BE PROVIDED BY DEZURIK OR INDUSTRIAL AUTOMATION SERVICES.

MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

1. CONSTRUCTION AND LEGAL EFFECT: Our sale to you, as the purchaser of goods from us, is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ("These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

2. PRICES: Unless otherwise noted on the face hereof, quotations are valid for 30 days, prices are net, FCA carrier, our factory. Stenographic, clerical, and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices and delivery are subject to change. Thereafter, unless otherwise noted, prices are firm for shipment of goods within 12 months from the relevant quotation date. Our prices are based on current prices for material. We will endeavor to obtain the lowest pricing on materials from our suppliers, but if a significant material price increase occurs between order acceptance and shipment date, goods scheduled to ship beyond 12 months of the quotation date are subject to a price adjustment by the amount necessary to cover such increase.

3. DELIVERY: Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. TAXES: Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless and reimburse us therefrom.

6. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof, payment of goods shall be (30) days net in US dollars. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your willingness or ability to pay your obligations to us is in doubt. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

7. CANCELLATIONS AND CHANGES: Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of the purchase price of the item(s), or (ii) any loss or cost incurred by us, including cost of materials, labor, engineering, reconditioning and our profit margin.

8. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and/or furnish shipping instructions we may either extend time for so doing or cancel contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. LIMITED WARRANTY: Products, accessories and parts thereof that we manufacture are warranted to the original purchaser for a period of twenty-four (24) months from date of shipment from factory, against defective workmanship and material, but only if properly stored, installed, operated, and serviced in accordance with our recommendations. Repair or replacement, at our option, for items we manufacture will be made free of charge, (FOB) our facility with removal, transportation and installation at your cost. If proved to be defective within such time, and this is your sole remedy with respect to such products. Equipment or parts manufactured by others but furnished by us will be repaired or replaced, but only to the extent provided in and honored by the original manufacturer's warranty, in each case subject to the limitations contained therein. No claim for transportation, labor or special or consequential damages or any other loss, cost or damage shall be allowed. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. We do not guarantee resistance to corrosion, erosion, abrasion or other sources of failure, nor do we guarantee a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to install and operate said products and parts according to instructions we furnished, or misuse, modification, abuse or alteration of such product, accident, fire, flood or other Act of God, or failure to pay entire contract price when due shall be a waiver by you of all rights under this warranty. The foregoing guarantee shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to; an actuator is attached to the item by anyone other than our Factory Service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous Warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any of our agents or employees, in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT OBLIGATIONS ARE IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

10. INTELLECTUAL PROPERTY: We shall indemnify and hold you harmless from any amount that you are required to pay to a third-party pursuant to final, non-appealable court order as a result of such third-party's claim that a product sold hereunder infringes any United States patent or copyright of such third party; provided that our obligation of indemnification is contingent upon (a) your notifying us of any such claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense and/or settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event of such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for you to continue using the infringing product or (iii) refund to you the then-depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of the products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

11. LIMITATION OF LIABILITY: IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED, ANY ACTION FOR BREACH OF CONTRACT BY YOU, OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE, MUST BE COMMENCED WITHIN THE EARLIER OF 12 MONTHS AFTER THE DATE OF SALE.

12. EXPORT CONTROL COMPLIANCE: You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or the re-export from a country outside the United States, you shall comply with such U.S. Export Control Laws and obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to support you in obtaining any necessary licenses or authorizations. You shall not export or re-export the products and/or related technology to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United States. Any diversion contrary to the law of the United States is prohibited. We will not take, and will not solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage arising out of or related to such actions.

13. GENERAL COMPLIANCE WITH LAWS: In addition to your obligations under Section 12 above, you represent and warrant that, in performing your duties under this Agreement, you will comply with, at your sole expense, all applicable laws and regulations of any governmental authority, including your duties involving any required registrations, requirements as to product contents, packaging and labeling, restraint of trade, consumer laws, data privacy and environmental laws. You have had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control under the U.S. PATRIOT Act.

14. INDEMNIFICATION BY YOU: You will indemnify, defend and hold us and our corporate parents and other affiliates and their respective officers, directors, stockholders, members, insurers, attorneys, employees, agents, successors, predecessors, assigns, heirs and personal representatives harmless against any and all liability, claims, suits, actions, losses, liabilities, damages, costs and legal fees arising out of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; or (ii) your breach of any other provision herein.

15. PROPRIETARY INFORMATION: We retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods and services sold to you. Unless advised by us in writing to the contrary, all such information and documents disclosed or delivered by us to you are to be deemed proprietary to us and shall be used by you solely for the purpose of inspection, installation, and maintenance and not used by you for any other purpose.

16. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be St. Cloud, MN.

17. TEXAS WAIVER OF CONSUMER RIGHTS: If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. You warrant that, after consultation with an attorney of your own selection, you voluntarily consent to this waiver.

18. APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws of the State of Minnesota.

19. NO OTHER CONTRACT PROVISIONS; OTHER: This is the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power of authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on your successors and assigns. Our failure to require your performance of any of These Terms shall not serve as a waiver of or diminish our rights to require strict performance of such provision or These Terms.



INDUSTRIAL AUTOMATION SERVICES

Mr. Mike Rivera
Hunter Contracting
Gilbert, AZ

11-9-2020

RE: City of Scottsdale Irrigation Supply for Sports Complex Pup Station and Lake
Our Quote # 201534 Rev 1 60% Design

Sir-

Please consider the following non Dezuik Items that we could provide for this project if allowed.

8" Krohne Magnetic Flow Meter Sheet C-104 Schedule Item # 30 Tag # FE/FIT-101

\$ 3,954.00 EACH + \$ 350.00 FREIGHT = \$ 4,304.00 TOTAL

8" Krohne Magnetic Flow Meter Sheet C-505 Schedule Item # 30

\$ 4,572.00 EACH + \$ 350.00 FREIGHT = \$ 4,922.00 TOTAL

Price includes 65' of cable per meter. Additional cable is \$ 4.00 per foot.

Klay Instruments Submersible Level Transmitter Sheet E-04 Tag # LT-100

\$ 1,600.00 EACH + \$ 100.00 FREIGHT = \$ 1,700.00

Krohne Pressure Transmitter Sheet E-07 Tag # PIT-100 and PIT-101

\$ 1,457.00 each + \$ 35.00 FREIGHT = \$ 1,487.00 TOTAL X 2 = \$ 2,974.00

Includes 1/2" S/S Block and Bleed Valve

"Problem Solvers Delivering Solutions"

550 S. Ellis St. | Suite 1 | Chandler, AZ 85224 | PH: 480.413.0899 | sales@iasaz.com
www.iasaz.com



INDUSTRIAL AUTOMATION SERVICES

Note: Scottsdale has purchased a few Krohne magmeters the past couple of years, but they generally speaking, prefer Endress + Hauser instruments. These items are quoted to you as a courtesy so you can compare them to other prices you might receive for the same item.

8" Shark Tooth Control Butterfly Valve with Rotork Actuator Sheet C-505

8" YEARY TRIPLE OFFSET BUTTERFLY VALVE, CLASS 150, LUGGED, CS BODY / DISC WITH 304SS SHARKTOOTH CONTROL CARTRIDGE

ROTORK IQT250 120/1/60

ROTORK IQT250 120/1/60 WT ENCLOSURE FA07 BASE WITH FOLO/CPT 4-20 MA INPUT/OUTPUT CARD AND 24 VDC INTERNAL BATTERY FAILSAFE WD393B0000

\$ 20,831.00 EACH

MUELLER MODEL 165 CAST IRON BASKET STRAINER SHEET C-104 SCHEDULE ITEM # 29

\$ 794.00 EACH + \$ 150.00 FREIGHT = \$ 944.00 EACH

Respectfully offered-

Eric Echols

Eric Echols

"Problem Solvers Delivering Solutions"

550 S. Ellis St. | Suite 1 | Chandler, AZ 85224 | PH: 480.413.0899 | sales@iasaz.com
www.iasaz.com



Contract & Proposal

Quote No.....: S097410-6

411 E. Frye Road
Chandler, AZ 85225

Telephone...: 480-963-2678
Fax.....: 844-695-0877

oldcastleinfrastructure.com

Quote To ...: Hunter Contracting, Inc.
701 N COOPER RD
GILBERT, AZ 85233 3703

Ship To ...: Bell Water System
Princess/ 101
Scottsdale, AZ 85255

Reference.:		Contact: Steven Brinkerhoff		Phone: 480-892-0521		
Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S097410	11/5/2020	000272	Net 30 Days		FOB Job Site	30 days

Group: a

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001	Precast 48" Air Gap Structure 4' deep open top excludes fibergrate cover, coating, grout, installation, slope, pumps and pump accessories.		1,324.00	1,324.00
1.00	Ea	1656911	MHDC 48 x 2' Riser NS			
1.00	Ea	1344812402	#MH 48 x 2' Base, NS			
1.00	Ea	0533200	MH Core Drill, XX" Hole			
3.00	Roll	6202556	CS Mastic, 1"x14.5' Roll, RN103, (8/Bx)			
1.00	Ea	9400000	Freight OPI Truck - Crane truck w/ Offload and Set Labor			

Group: b

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0070050	#6464-WA Open Bottom Control Vault W/ 4848 Galvanized Hatch Excludes Piping and Pump Accessories.		4,816.67	4,816.67
1.00	Ea	9400000	Freight OPI Truck - Crane Truck w/ Offload and Set Labor			

Group: c



Contract & Proposal

Quote No.....: S097410-6

411 E. Frye Road
Chandler, AZ 85225

Telephone...: 480-963-2678
Fax.....: 844-695-0877

oldcastleinfrastructure.com

Quote To: Hunter Contracting, Inc.
701 N COOPER RD
GILBERT, AZ 85233 3703

Ship To: Bell Water System
Princess/ 101
Scottsdale, AZ 85255

Reference.:

Contact: Steven Brinkerhoff

Phone: 480-892-0521

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S097410	11/5/2020	000272	Net 30 Days		FOB Job Site	30 days

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001	Wet Well Alternative To Design Precast 810 Closed Bottom Vault. Inside Dimensions 8'0" x 10'0". Based On 25'0" Height. Top With One 36"x36" Aluminum Pedestrian Rated Hatch. Base With Two Pipe Holes. Inside Base To Be Plain With No Walls Or Accessories. Excludes Ladder, Coating, Waterproofing, Steps, Boots, Sleeves, Slab On Grade. Delivered By Flatbed. Customer To Provide Crane And Offload And Set.		20,876.00	20,876.00
1.00	Ea	0170200	810 Top W/ 36x36 Alum Hatch			
1.00	Ea	0170180	810 2X Riser Plain			
3.00	Ea	0170190	810 3X Riser Plain			
1.00	Ea	0170190	810 3X Riser W/ Pipe Hole			
1.00	Ea	0170190	810 3X Riser Plain			
1.00	Ea	0170210	810 Base Plain			
40.00	Roll	6202556	CS Mastic, 1"x14.5' Roll, RN103, (8/Bx)			
2.00	Ea	9400000	Freight OPI Truck			

Group: z

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001	Quote Provisions:			



Contract & Proposal

Quote No.: S097410-6

411 E. Frye Road
Chandler, AZ 85225

Telephone.: 480-963-2678
Fax.....: 844-695-0877

oldcastleinfrastructure.com

Quote To ...: Hunter Contracting, Inc.
701 N COOPER RD
GILBERT, AZ 85233 3703

Ship To ...: Bell Water System
Princess/ 101
Scottsdale, AZ 85255

Reference.:		Contact: Steven Brinkerhoff			Phone: 480-892-0521	
Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S097410	11/5/2020	000272	Net 30 Days		FOB Job Site	30 days

- 1) 1 hour allowed for unloading. Extra time charged at \$120/hr FLAT BED and \$250/hr BOOM TRUCK. Assess or applicable fuel charges on freight will be invoiced to the customer at cost only.
- 2) Customer is responsible for ensuring project site is prepared, safe, accessible and trenched correctly.
- 3) A minimum of 24 hour notice is required for cancellation. Cancellations with less than 24 hour notice are subject to full freight charges (in addition to the rescheduled delivery charge) and any concrete ordered for the site.

Oldcastle Infrastructure will store special and/or non stock ordered material for 30 days after production completion. After 30 days of storage the material will be invoiced and payment will be due per our standard terms and conditions. Material not delivered 90 days after invoicing will be subject to storage fees (1% of the remaining/stored order value).



Contract & Proposal

Quote No.....: S097410-6

411 E. Frye Road
Chandler, AZ 85225

Telephone.: 480-963-2678
Fax.....: 844-695-0877

oldcastleinfrastructure.com

Quote To ...: Hunter Contracting, Inc.
701 N COOPER RD
GILBERT, AZ 85233 3703

Ship To ...: Bell Water System
Princess/ 101
Scottsdale, AZ 85255

Reference .:

Contact: Steven Brinkerhoff

Phone: 480-892-0521

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S097410	11/5/2020	000272	Net 30 Days		FOB Job Site	30 days

All products and services listed on this Quotation are provided under the Standard Terms and Conditions located at:
<https://oldcastleinfrastructure.com/customer-support/terms-conditions/material-sales/>

Additional Provisions: Quotation valid for 30 calendar days. Oldcastle will store your product(s) for 30 days after agreed upon delivery date. After 30 days, your order will be invoiced and payment due under our standard terms. We allow 1 hour for truck unloading at your jobsite. Additional time is considered standby time & is the responsibility of the purchaser. Freight is quoted at full truckload quantities - any changes to the delivery configuration are subject to additional freight charges. Quoted freight prices are valid for 30 days from the date of the signed quote/purchase order. Oldcastle crane capacity based on reach and weight of product.

Excludes: Excavation - Backfill - Hole preparation - Water stops - Final adjustments - Manholes installed within +/- 6" of final elevation Tax - Bond - Survey - Shoring around manhole location - Pipe plugs over 12" dia for vacuum testing, if required - Corrosion resistant coating, if required - Night or weekend work - Traffic Control - Access - D-watering of manholes - Pipe cutting - Pipe removal - Pipe Stabilization and Correct Flow - Drops - Drop holes - High Pipes - Blockouts - Permits - Short-loads - Standby - Colored concrete - Overtime - Bypass pumping - Flow through plugs - Third party testing - Over excavation - Crane Rental - Safety Training - Scheduling Inspectors

Other Notes: Quantities are estimates of the total work to be performed in accordance with the quantities allowed in the final estimate prepared by the owner of this project. Standby charges are to be paid by the contractor.

QUOTATION TOTAL US 27,016.67

IMPORTANT: This proposal is based on standard terms and conditions. Items and quantities shown are the basis for the quotation, and we are not responsible for any discrepancies between this list and actual items or quantities.

Sales Person: Adrianna Lash Telephone:

(Accepted by)

(Position)

(Date)

By: _____



Olson Precast of Arizona
 License No. 098890 Type A-12
 3045 S. 35th Ave
 Phoenix, AZ 85009
 Phone: (602) 269-6219
 Fax: (602) 278-5568

Quote Number: 32463

Quote Date: 10/28/2020

Office

Bill to:	HUNTER CONTRACTING AIA GILBERT, AZ 85233	Project:	BELL WATER SYSTEM PRINCESS AND 101 SCOTTSDALE, AZ
Contact:	Steven Brinkerhoff	Project Manager:	
Phone :	480-892-0521	Fax:	(480) 663-2851
Customer ID:	HUNTER CONTR PO:	ShipVia:	
Terms:	AIA / PAY APP	Sales Rep:	HAYDEN ANDERSON
		Bld Date:	10/28/2020

Product ID / Structure Type	Qty	Structure Price/Average	Amount
120" PRECAST WET WELL	1	\$33,665.30	\$33,665.30
48" AIR GAP MH	1	\$2,395.34	\$2,395.34
6' X 6' PRECAST CONTROL VAULT w/ 6" WALL	1	\$7,893.01	\$7,893.01



Olson Precast of Arizona
 License No. 098590 Type A-12
 3045 S. 35th Ave
 Phoenix, AZ 85009
 Phone: (602) 269-6219
 Fax: (602) 278-5668

Quote Number: 32463

Quote Date: 10/28/2020

Office

	\$43,953.65
Taxable	\$0.00
Non-Taxable	\$43,953.65
Sub Total	\$43,953.65
Tax	\$0.00
Total	\$43,953.65

QUOTE DONE PER SUPPLIED UNAPPROVED PLANS AND SPECS

STANDARD EXCLUDES UNLESS SPECIFIED IN INCLUDES: Excavation & Excavation Protection, Backfill, Shoring, Final Adjustment and Supplying Grade Rings For Final Adjustment, Tax, All Bonds, Traffic Control, Access, Dewatering, Pipe Cutting/Breakout/Penetrations/Drops, Permits, Short Loads, Water Stops, Grades, Staking, Concrete Collar, Weekend Work, Night Work between 6 p.m to 4 a.m, Lighting, Concrete Pumping, Pipe & Valve Work including Stabilization of Pipe, Grout Fill, Coating/Linings Testing, Knockouts, Retention, Textura billing costs, Stand by charges due to contractor.

STANDARD NOTES: Excavation to not exceed MAG or plan details. Design and Fabrication per industry standard any required modification will be extra. For MAG A concrete will be billed at \$150/yard for over excavation, and / or lost concrete due to contractor not ready. **REQUIRED :** Suitable access for boom/redi mix trucks to perform under own power, on level ground no powerlines or overhead obstructions(15' from boom pedestal to center of hole; actual distance determined by depth and weight of product). A one year warranty is included in this price. Prices are good for 45 days from date of estimate. Jobs awarded but not started within 3 months or after concrete price increases may be re-priced. Olson Precast's liability is limited to the total of this quote.

MANHOLE NOTES: Material meets ASTM C- 478 specifications. Bases are MAG 420 or 520 unless specified. Waterstop to be provided and installed by Contractor per manufactures specs: Vacuum Testing and Coating Scheduled six months after installation maybe re-priced. Vacuum Testing of Sewer Manholes Only are to top of cone. Olson is not Responsible for Vacuum Testing Grade rings when Adjustment is by Others. If agency requires testing to top of F/C and test passes thru top of cone then change order required to pass through F/C. Customer to Supply and Install Pipe Plug on Pipe larger than 27". 28 day cure time required for Coating of Concrete unless Contractor waives Olson liability in writing. Scheduling of closeout work including, vacuum testing, coating, insecta coating requires a two week notice. **MAX PIPE DISTANCE:** For 8"-12" Pipe from Center of manhole 48"MH = 21" 60" MH = 27" For all other pipe size distance @ Springline from Outside pipe to Outside Pipe cannot exceed 42". Customer is responsible for Confirmation of Frame & Cover Lettering. Olson to set manhole openings to outflow pipe. Olson is not responsible for conflicts with manhole openings and curbs.

MH AIR GAP STRUCTURE INCLUDES: CUSTOMER SUPPLIED FIBERGRATE COVER, PRECAST EXTENDED FLAT BASE, ASTM C-478 MH MATERIAL DELIVERED AND SET WITH JOINT SEALANT. **EXCLUDES:** ENGINEER CALCS, HATCH, FIBERGRATE COVER, PIPE PENETRATIONS, GROUT FILL, COATING, TESTING, PUMP, PIPE AND VALVE WORK, DESIGNED TO BE FILLED WITH WATER BEFORE BACKFILL.

MH WET WELL INCLUDES: PRECAST FLAT TOP WITH CUSTOMER SUPPLIED HATCH CAST IN, PRECAST EXTENDED FLAT BASE, ASTM C-478 MH MATERIAL DELIVERED AND SET WITH JOINT SEALANT. **EXCLUDES:** ENGINEER CALCS, HATCH, PIPE PENETRATIONS, GROUT FILL, COATING, TESTING, PUMP, PIPE AND VALVE WORK, DESIGNED TO BE FILLED WITH WATER BEFORE BACKFILL.

PRECAST CONTROL VAULT INCLUDES: 6" WALLS AND 8" ROOF, 48X48 ALUMINIM H20 HATCH CAST IN 5000 P.S.I CONCRETE, GRADE 60 REINFORCING, BLOCKOUTS, BUYTL SEALANT IN JOINTS, DELIVERED AND SET WITH CONTRACTOR ASSISTANCE IN A PREPARED ACCESSIBLE EXCAVATION PROVIDED THERE ARE NO POWERLINES OR OVERHEAD OBSTRUCTIONS, ESTIMATE REFLECTS WATER TABLE BELOW VAULT DEPTH.

EXCLUDES: BASE, PRODUCED PER CAST IN PLACE DESIGN, OTHER HARDWARE, FULL TRAFFIC RATING, DESIGN TO BE FILLED w/ WATER WITHOUT BACKFILL, SEALING COMPLETE STRUCTURE WATERTIGHT, ENGINEER CALCS, COATING, TESTING, GROUTING, PIPE SLEEVES, CORE DRILLED HOLES, LINK SEALS.



QUOTATION

Project Name: Bell Water System
Project Location: Scottsdale, AZ
Customer Name: Hunter Contracting Co.
Attn To
Phone:

Quote Number: Q-00067534
Quoted Date: 11/05/2020
Quoted By: Brian Hartsfield

ITEM	QTY	UOM	DESCRIPTION	PRICE EACH	EXT PRICE
1	1.00	Each	8'-0" x 10'-0" x 24'-0" ID Precast Vault Includes: Cover Slab W/ Access Openings - Hatch Cast In Riser Sections To Achieve Required Height Base Section W/ (2) Diversion Walls Cast In Joint Sealant As Required Ship Code: DELIVERED - F.O.B TRUCK	\$64,790.00	\$64,790.00
2	1.00	Each	6'-0" x 6'-0" x 4'-0" ID Precast Vault Includes: Cover Slab W/ 3x3 Galvanized Steel Hatch Cast in - Incidental H-20 Rated Open Bottom Base Section Joint Sealant As Required Ship Code: DELIVERED - F.O.B TRUCK	\$6,800.00	\$6,800.00
3	1.00	Each	4'-0" x 4'-0" x 4'-0" ID Precast Vault Includes: Top Section W/ 4'x4' Fiberglass Frame and Grate and SS Hardware Base Section W/ Pipe Penetration As Required Joint Sealant As Required Ship Code: DELIVERED - F.O.B TRUCK	\$6,130.00	\$6,130.00

Price is based on information provided at time of bid. If additional information is provided at a later date Jensen Precast reserves the right to update quote accordingly. Material is delivered to job site on flatbed truck, customer to offload and set.

GRAND TOTAL: \$77,720.00

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.



Quote Number: Q-00067534

Quoted Date: 11/05/2020

BY CUSTOMER

CUSTOMER PO

Brian Hartsfield

BY JENSEN PRECAST

CONTACT INFORMATION

Email: bhartsfield@jensenprecast.com

Phone: +1 (520) 719-6121

Printed Date: 11/05/2020



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, levelling 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.
 - f. All other site work not specified above.
 7. 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.
 8. 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.
 9. 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.
 10. 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.
 11. 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.**
 12. 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.
 13. 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.
 14. 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.
 15. 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.
 16. 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.
 17. 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.
 18. 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:

8. Jensen Precast will provide driver/crane operator services only using Jensen Precast's boom truck.
9. Customer will be solely responsible for all other site work associated with setting and installing this product unless specifically referred to in writing.
10. Most products require assistance from the customer in setting (generally one or two laborers). Contact Jensen Precast for the specific requirements of each product.

11. 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.
12. 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.
13. 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:

2. Customer will be responsible for any additional charges, including charges for freight, shipping, delivery and setting.
3. Customer or common carrier will be responsible for tie down, dunnage, pallets, etc., unless specifically referred to.
4. 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:

3. Delivered in combination with other products in the quotation.
4. Delivered when Jensen Precast is otherwise on the jobsite.
5. 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.

Steven Brinkerhoff

From: Michael Rivera
Sent: Tuesday, November 3, 2020 4:00 PM
To: Steven Brinkerhoff; Ed Martin
Subject: FW: we need the spare parts and start up and testing seperated

Goulds breakdown on the pump quote
Below

Ed is still on vacation, I think he is back next year.

MRR

Michael Rivera
Precon Manager/Senior Estimator
Hunter Contracting Co.
D (480) 503-7485
C (602) 359-1939
michael.rivera@huntercontracting.com
720 N. Cooper Rd. | Gilbert, AZ 85233
www.huntercontracting.com



CONFIDENTIAL COMMUNICATION: Emails and attachments from Hunter Contracting Co. may contain privileged and/or confidential information intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please delete this email and all attachments and notify our offices by calling (480) 892-0521. Thank you.

License AZ: ROC070961, ROC067542, ROC 075851, ROC023057 | HDL AZ License: ROC192564
Hunter Contracting Co. | © 2020 | www.huntercontracting.com

From: Ed Martin <egm@jchInc.com>
Sent: Tuesday, November 3, 2020 12:43 PM
To: Michael Rivera <michael.rivera@huntercontracting.com>
Subject: Re: we need the spare parts and start up and testing seperated

EXTERNAL EMAIL

Mike

Please see below

Regards
Ed Martin
JCH Inc.

On Nov 3, 2020, at 10:41 AM, Michael Rivera <michael.rivera@huntercontracting.com> wrote:

Ed

Can you break down the quote even further?

- Cost of the pumps each, they are not the same (2) 650 GPM PUMPS \$102,620.00, (1) 50GPM PUMP \$58,191.00, FREIGHT \$3,000.00 SU \$2,500.00 - TOTAL \$166,311.00
- REED Critical Frequency Analysis RCF ANALYSIS, (\$1220.00ea.)
- Start Up and Field Vibration Test. (\$2,500.00)
- Breakout of the Spares-Not sure they want to spend a lot of money for spare parts. (\$5,000.00)

MRR

Michael Rivera

Precon Manager/Senior Estimator

Hunter Contracting Co.

D (480) 503-7485

C (602) 359-1939

michael.rivera@huntercontracting.com

720 N. Cooper Rd. | Gilbert, AZ 85233

www.huntercontracting.com

<image001.jpg>

CONFIDENTIAL COMMUNICATION: Emails and attachments from Hunter Contracting Co. may contain privileged and/or confidential information intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please delete this email and all attachments and notify our offices by calling (480) 892-0521. Thank you.

License AZ: ROC070961, ROC067542, ROC 075851, ROC023057 | HDL AZ License: ROC192564
Hunter Contracting Co. | © 2020 | www.huntercontracting.com

<JCH - BELL ROAD WATER QUOTE #102020-1EGM (2).pdf>



SUBMITTAL

Quota ID: 211131-201009-001:0:3 QTY: 1
 VIT-FFFM 11CLC, 4 Stages

PERFORMANCE ON DESIGN CURVE AT 1770 RPM

	Shut Off	Design [2]	Run Out [5]		
Flow (USGPM)	0.0	650.0	902.0	Best Efficiency	83.30 % at 660.0 USgpm
TDH-Bowl (ft)	330.0	233.0	161.0	Design Flow % BEP	98.48 %
TDH-Disch Flange (ft)	319.3	220.7	147.7	Pump Efficiency	82.15 %
Bowl Efficiency (%)	-	83.30	75.60	Overall Efficiency	78.16 %
Guaranteed Bowl Efficiency (%)	-	83.30	-	NOL Power	48.5 Hp at 858.0 USgpm
Power (Hp)	29.4	45.9	48.4	Guaranteed NOL Power	51.7 Hp at 858.0 USgpm
Guaranteed Power (Hp)	-	49.0	-	Max Power (NOL) at Max Trim	48.6 Hp at 858.0 USgpm
NPSHr (ft) [1]	-	8.5	12.6	Guaranteed Max Power (NOL) at Max Trim	51.9 Hp at 858.0 USgpm
NPSH Margin (ft) [1]	-	33.7	29.8	Specified NPSH Ratio	1.1
Hydraulic Thrust(lb)	2310.0	1632.0	1125.0	Thrust Load Power Loss	0.24399 Hp
Thrust (lb)	2825.2	1900.5	1358.8	Total Flow Derate Factor	1.00
Pressure-Bowl (psi)	142.9	100.9	69.7	Total Head Derate Factor	1.00
Pressure-Disch Flange (psi)	138.2	95.5	63.9	Total Efficiency Derate Factor	1.00
Min Submergence (Inch) [3]	-	27.44	31.15	Actual Submergence	120.00 In
Friction Loss (ft) [4]	-	1.58	3.02	Shaft Friction Power Loss	0.08 Hp
Lineshaft Elongation (Inch)	0.01922	0.01358	-	Min Flow (MCSF)	165.0 USgpm
Column Elongation (Inch)	0.00051	0.00036	-	kWh per 1000 gal	0.93601
Lateral (Inch)	0.14871	0.14322	-	Impeller Running Clearance	0.13 In

[1] at 1st impeller eye [2] rated values [3] from bottom of pump [4] from bowl to disch flange [5] based on user entered TDH

OPERATING CONDITIONS

Specified Flow	650.00 USgpm
Specified TDH	225.00 ft
Rated Speed	1770 RPM
Atmospheric Pressure	14.70 psi
TPL	20.00 ft
Pumping Level	10.00 ft
NPSHa at 1st Impeller	42.2 ft
NPSHa at Grade	33.9 ft

FLUID CHARACTERISTICS

Fluid	Water
Fluid Temperature	68.0 °F
Specific Gravity	1.0000
Viscosity	1.0017 cP
Vapor Pressure	0.3393 psi
Density	62 lbs/ft³

MATERIALS & DIMENSIONS

Bowl Data	
Bowl Material	Cast Iron with Glass Enamel
Bowl Material Derate Factor	1.00
Impeller Material	316SS
Impeller Matl Derate Factor	1.00
Bowshaft Material	416SS
Impeller Attachment	Taper Lock
Taperlock Material	416SS
Suction Type	Bell
Suction Material	Cast Iron
Bowl Bolting Material	316SS
Sand Collar	304SS
Pipe Plug	Iron
Suction Bearing	Bronze
Intermediate Bowl Bearing	Bronze
Strainer Type	Clip-On Bell Type Strainer
Strainer Material	316LSS
Impeller Trim	8.13 In
Max Impeller Trim	8.13 In
Thrust K-Factor	7.0 lb/ft

Bowl Data	
Bowl Pressure Limit	400 psi
Model Max Sphere Size	0.86 In
Available Lateral	0.88 In
Bowl Assembly Length (BL)	51.53 In
Disch Bowl Length OLS (O1)	5.38 In
Disch Bowl Length ELS (L2)	5.75 In
Bowl Shaft Diameter	1 11/16 In [42.9 mm]
Impeller Balance	Dynamic Two Plane Balance
Impeller Design	Enclosed
Bowl Wear Ring	Aluminum Bronze
Suction Pipe Diameter	No Suction Pipe
Bowl Diameter (D)	11.50 In
Bowl Length (L3)	9.88 In
Bowl Flange Diameter (A)	4.88 In
Bowl Flange Thickness (E)	8.38 In
Strainer Length (SL)	1.00 In
Floor Clearance (X)	8.00 In
Min Column Diameter	6 In
Max Column Diameter	10 In

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



SUBMITTAL

Quote ID: 211131-201009-001:0:3 QTY: 1
VIT-FFFF 11CLC, 4 Stages

Bowl Data	
Max Bowl Shaft Diameter	1.69 in
Bowl Shaft Length	59.89 in

Bowl Data	
Bowl Shaft Power Limit	383.26 Hp

Bowl Specials

Column Data	
Column Type	Flanged
Column Diameter	6 in [152 mm]
Lineshaft Diameter	1 in [25.4 mm]
Column Bolting	316SS
Column Pipe Material	Carbon Steel
Lineshaft Material	416SS
Lineshaft Bearing Material	Rubber (Dog Bone)
Lineshaft Coupling Type	Threaded
Lineshaft Coupling Material	416SS
Column Loss	0.56 ft
Column Velocity	7.42 ft/s
Column Flange	Carbon Steel
Lineshaft Sleeve	Not Included
Column Bearing Retainer	304SS

Column Data	
Column Bearing Options	Not Included
Column Retainer Design	Separate
Maximum Bearing Spacing	10 ft [3 m] Spacing
Max Column Section Length	120 in
Number of Bearings	2
Fabrication Welding Option	Not Included
Column Length (COL)	188.47 in
Column Wall Thickness	0.28 in
Column Load	312.2 lb
Lubrication Method	(Open Lineshaft) Product Lubricated
Lineshaft Length	188.47 in
Lineshaft Power Limit	72 Hp

Column Specials

Head Data	
Head Type	Type FF (Fabricated F-Head)
Discharge Flange Rating	150 #
Disch Flange Pressure Limit	285 psi
Head Design	One Piece Head
Discharge Head Material	Carbon Steel
Headshaft Material	416SS
Headshaft Coupling Type	Type AS Adjustable Spacer
Coupling Assembly	Carbon Steel
Headshaft Diameter (BX)	1.00 in
Discharge Head Size	6 in [152 mm]
Discharge Head BD	16.5 in [419 mm]
Sealing Method	Mechanical Seal
Mechanical Seal	John Crane 1 BF1D1

Head Data	
Seal Provided By	Xylem
Seal Mounted By	Customer
Stuffing Box / Seal Hsg Bolt	316SS
Stuffing Box / Seal Hsg Brg	Bronze
Seal Housing Material	Cast Iron
Steel Sub Base	Carbon Steel
Head Loss	1.03 ft
150# Disch Companion Flg	Not Included
Head Bolting	316SS
Split Gland	316SS
Fabrication Welding Option	Not Included

Head Specials

Motor Data	
Driver Type	Vertical Solid Shaft Motor
Manufacturer	US
HP Rating	60 Hp
Speed [Poles]	1800 rpm [4 pole]
Voltage	460 V
Phase / Frequency	3 PH / 60 Hz
Efficiency / Config	Premium
Motor Efficiency	95.00 %
Motor Frame	364HP
BD	16.5 in
BX / U	1.63 in
Thrust Capacity	1800 lbs

Motor Data	
Inverter Duty	No
Steady Bushing	No
Coupling	Bolted or VSS w/o Steady Bushing
Motor Provided By	Xylem
Motor Mounted By	Customer
Mfg Catalog Number	CNT60P2FG
Motor Part Number	S060C2A0GF-CPDU-000000000
Driver Size Criteria	Max power on design curve (NOL)
Allow Service Factor	No

Motor Specials

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED		
Certified By		
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION	
Tag		
PO Number		
Serial Number		



SUBMITTAL

Quote ID: 211131-201009-001:0:3 QTY: 1
VIT-FFFM 11CLC, 4 Stages

Coating Data

Bowl OD	Goulds Water Technology Blue Enamel
Column ID	Tnemec 141 (NSF 61), Liquid Epoxy (16 mils)
Column OD	Tnemec 141 (NSF 61), Liquid Epoxy (16 mils)
Column Bearing Retainer	No Coating
Can ID	No Coating
Can OD	No Coating

Coating Data

Head ID	Tnemec 141 (NSF 61), Liquid Epoxy (16 mils)
Head OD	Goulds Water Technology Blue Enamel
Enclosing Tube OD	No Coating
Sub Base	Tnemec 141 (NSF 61), Liquid Epoxy (16 mils)

Testing Data

Hydrostatic Testing	Bowl Assembly, Flanged Column, Discharge Head Non-Witness
----------------------------	---

Engineering Services

Critical Speed Analysis (1) (3)	Included
--	----------

Engineering Services Notes

- Design modifications are sometimes required following analysis. The cost of such modifications, if necessary, will be determined following engineering analysis and is not included in the list price.
-
- Submission of motor's torsional stiffness and rotational moment of inertia is required.

Miscellaneous Specials

Assembly and Crating

Assembly	Fully Assembled
Crating	Domestic Skid

Assembly and Crating Notes

In general, pumps are crated and shipped fully assembled* via standard freight methods (LTL/LCL) if overall crated length is 25 ft or less and weight is 2500 lbs or less. Up to 45 ft and 4000 lbs can still be fully assembled but will ship via dedicated freight methods (FTL/FCL/flatbed/air/special). Otherwise, each sub-assembly (bowl, column, and head) is crated separately ("column loose"). *Motors, suction cans, mechanical seals, spare parts, and other special items are crated separately. Coordinate specific expectations with the factory at time of order.

Weight Data

Total Bowl Weight	542 lbs
Unit Bowl Weight	240 lbs / 97 lbs
Strainer Weight	11 lbs
Total Column Weight	512 lbs
Unit Column Weight	32 lbs

Weight Data

Head Weight	481 lbs
Motor Weight	925 lbs
Total Weight	2460 lbs
Total Rotating Weight	156 lbs

Comments

INFO, WARNING & ERROR MESSAGES

Error	The motor you selected has a Motorshaft Diameter (BX) that does not match the Lineshaft Diameter. Change your Lineshaft Diameter or select a compatible motor.
Error	Pump design thrust exceeds motor thrust capacity, please select a new motor with higher thrust capacity or contact factory for assistance.

Our offer does not include specific review and incorporation of any Statutory or Regulatory Requirements, and the offer is limited to the requirements of the design specifications. Should any Statutory or Regulatory requirements need to be reviewed and incorporated, then the Customer is responsible to identify those and provide copies for review and revision of our offer.

Our quotation is offered in accordance with our comments and exceptions identified in our proposal and governed by our standard terms and conditions of sale - Xylem Americas attached hereafter.

For units requiring a factory performance test, all performance tests will be conducted per ANSI/HI 14.6 standards unless otherwise noted in the submittal documents. As a standard, test results meeting grade 2B tolerances for pumps with a rated shaft power of 134 hp or less and grade 1B for greater than 134 hp will be considered passing. Other acceptance grades are available and must be clearly noted and mutually agreed upon between the Customer and Xylem before release to manufacture.

For units not requiring a factory performance test, product performance can be expected to meet 3B tolerances primarily due to the variability of field conditions. Field-measured performance may vary from factory-measured performance or published data as a result of unknown or unpredictable system

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



SUBMITTAL

Quote ID: 211131-201009-001:0:3 QTY: 1
 VIT-FFFM 11CLC, 4 Stages

conditions and measurement variability. If field performance testing is required after installation, factory performance testing before shipment is strongly recommended. Field performance test results do not constitute a warranty claim unless verified by Xylem.

The information provided in this submittal is published data nominally representative of the selected pump model's performance characteristics. If factory performance testing is included, actual as-tested performance curves for each tested pump will be provided after testing is complete. Impeller trim diameter is subject to change to meet intended design conditions.

Customer is responsible for verifying that the recommendations made and the materials selected are satisfactory for the Customer's intended environment and Customer's use of the selected pump. Customer is responsible for determining the suitability of Xylem recommendations for all operating conditions within Customer's and/or End User's control. Xylem disclaims all warranties, express or implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose, and all express warranties other than the limited express warranty set forth in the attached standard terms and conditions of sale - Xylem Americas attached hereafter.

Xylem does not guarantee any pump intake configuration. The hydraulic and structural adequacies of these structures are the sole responsibility of the Customer or his representatives. Further, Xylem accepts no liability arising out of unsatisfactory pump intake field operating conditions. The Customer or his representatives are referred to the Hydraulic Institute Standards for recommendations on pump intake design. To optimize the hydraulic design of a field pump intake configuration, the Customer should strongly consider performing a detailed scale model pump intake study. However, the adequacies of these recommendations are the sole responsibility of the Customer.

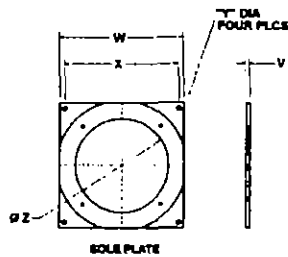
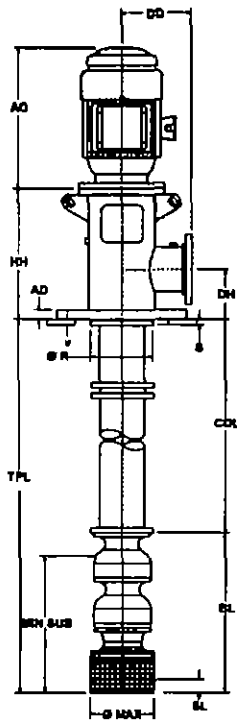
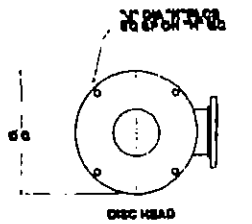
Xylem's standard enamel paint offering is a coating applied at no extra charge and is intended to provide a limited cosmetic improvement over the bare metal product. The coating will not prevent rust, corrosion, or fading. Fading, flaking, chipping, or bleeding rust can be expected within 3 months of exposure to weather or other elements. For applications where visual aesthetics or corrosion resistance is important, please consider one of our protective coating options.

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED	
Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



OUTLINE DRAWING

Quote ID: 211131-201009-001:0:3 QTY: 1
VIT-FFFM 11CLC, 4 Stages



DIMENSIONS	
Dim G [Mounting Flange Dia]	19.00 in
J [Mounting Flange Hole Dia]	1.00 in
K [Mounting Hole Places]	4
H [Mounting Flange Bolt Circle]	17.00 in
AG [Motor Height]	29.53 in
BD [Motor Base Dia]	16.50 in
Discharge Head Size	6.00 in
BD Head [Discharge Head Base Dia]	16.50 in
HH [Head Height]	37.50 in
AD [Mounting Flange Thickness]	1.38 in
DD [Disch Flange Stickout]	15.00 in
DH [Disch Flange Helght]	8.50 in
S [Hanger Flange Stickdown Length]	1.00 in
R [Hanger Flange OD]	10.00 in
Column Length (COL)	188.47 in
COL [Column Diameter]	6.00 in
TPL [Total Pump Length]	240.00 in
MIN SUB [Minimum Submergence]	27.44 in
MAX [Max Assembly OD]	12.13 in
BL [Bowl Assembly Length]	51.53 in
V [Sub Base Thickness]	1.00 in
W [Sub Base Overall Size]	19.00 in
X [Center Line of Holes]	16.00 in
Y [Mounting Holes Base Plate Dia]	1.00 in
Z [Base Plate Opening or Can ID]	14.00 in
SU [Shaft Stickup]	8.00 in
SL [Suction Length]	1.00 in
Discharge Flange	6"-150#

PUMP DATA	
Column Diameter	6 in [152 mm]
Lineshaft Diameter	1 in [25.4 mm]
Specified Flow	650.00 USgpm
Specified TDH	225.00 ft
Pumping Level	10.00 ft
Motor Manufacturer	US
Driver Type	Vertical Solid Shaft Motor
Selected Motor Power	60.00 Hp
Motor Speed	1770 RPM
Phase / Frequency	3 PH / 60 Hz
Voltage	460 V

WEIGHTS	
Total Bowl Weight	542 lbs
Unit Bowl Weight	240 lbs / 97 lbs
Strainer Weight	11 lbs
Total Column Weight	512 lbs
Unit Column Weight	32 lbs
Head Weight	481 lbs
Motor Weight	925 lbs
Total Weight	2460 lbs
Total Rotating Weight	156 lbs

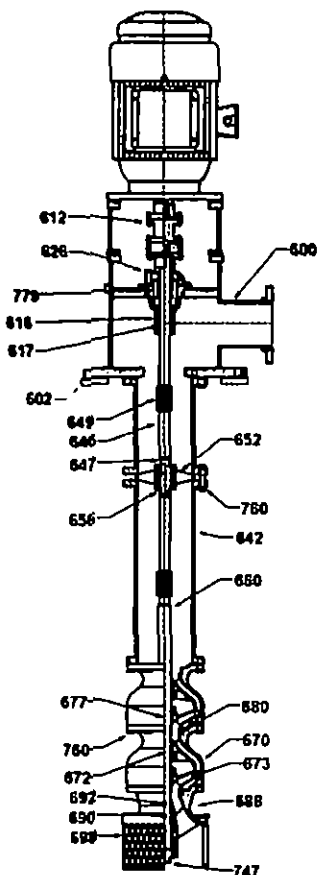
NOTES	
1	Total Pump Length ± 1.0 Inch.
2	Tolerance on all dimensions is .12 or ± .12 inch per 5 ft, whichever is greater.
3	All dimensions shown are in inches unless otherwise specified.
4	Drawing not to scale.
5	½" NPT - Gauge Conn (plugged)
6	Driver may be rotated at 90° intervals about vertical centerline for details refer to driver dimension drawing.
7	Refer to product IOM for impeller setting requirements.
8	This assembly has been designed so that its natural frequency responses avoid the specific operating speeds by an adequate safety margin. The design has assumed the foundation to be rigid.

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED	
Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



CROSS SECTION DRAWING

Quote ID: 211131-201009-001:0:3 QTY: 1
VIT-FFFM 11CLC, 4 Stages



BILL OF MATERIALS

ITEM	PART NAME	CODE	MATERIAL	ASTM#
Head Assembly				
608	Headshaft	2227	SST 416	A582 S41600
600	Head - Discharge	9645	Carbon Steel Fab	A53
602	Base - Sub	3201	Carbon Steel GR D	A36M
604	Nut - Adjusting	2242	Carbon Steel 1018	A108
612	Assembly - Coupling	0000	Vendor Standard	None
616	Housing - Seal	1003	Cast Iron CL 30	A48 CLASS 30B
617	Bearing - Seal Housing	1618	Bismuth Bronze	B584 Modified
618	Gland - Split	1203	SST 318	A744M
626	Seal - Mechanical	0000	John Crane 1 BF1D1	None
730	Key - Motor Gib	2242	Carbon Steel 1018	A108
760	Capscrow - Hex	2229	SST 316	A276
779	Gasket - Housing	5136	Acrylic/Nitrile	5136 REV 4
Column Assembly				
637	Flange - Column	9645	Carbon Steel Fab	A53
642	Column Pipe	8501	Black Pipe Sch 40	A 53
646	Lineshaft	2227	SST 416	A582 S41600
649	Coupling - Lineshaft	2265	SST 416	A582M
652	Retainer - Bearing	1205	SST 304	A744M
656	Bearing - Lineshaft	5121	Rubber EPDM	D3588
Bowl Assembly				
660	Bowlshaft	2227	SST 416	A582 S41600
670	Bowl - Intermediate	6911	Cast Iron CL 30 Enamel	A48
672	Bearing - Intermediate Bowl	1618	Bismuth Bronze	B584 Modified
673	Impeller	1203	SST 318	A744M
677	Taperlock - Impeller	2217	SST 416	A582M
680	Wear Ring - Bowl	1128	Bronze, AL C95400	B148
688	Suction	1003	Cast Iron CL 30	A48 CLASS 30B
690	Bearing - Suction	1618	Bismuth Bronze	B584 Modified
692	Sandcollar	1205	SST 304	A744M
698	Strainer	9722	SST 316L Fab	A182M
747	Plug - Pipe	1046	Malleable Iron	A197
760	Capscrow - Hex	2229	SST 316	A276

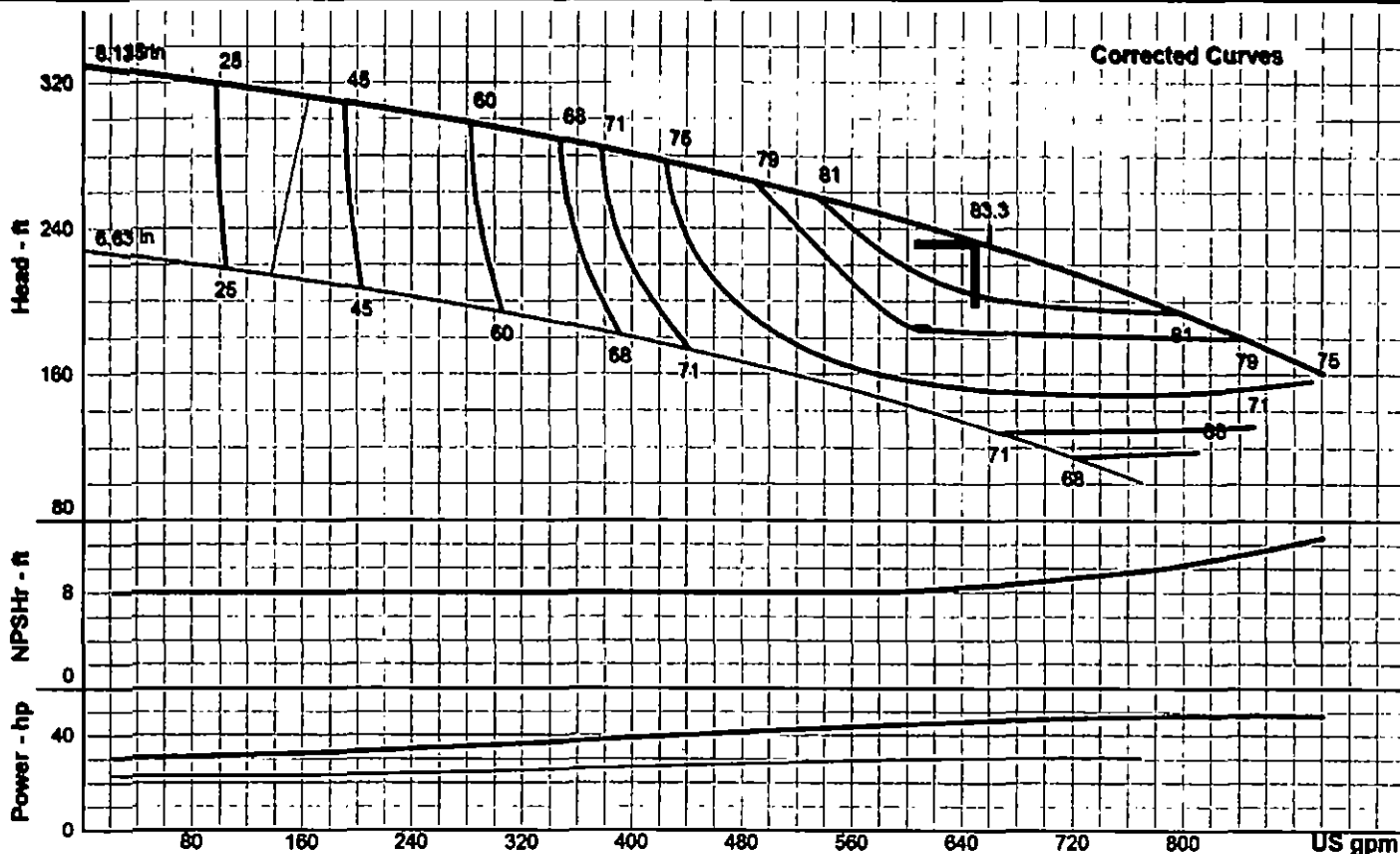
DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



PERFORMANCE CURVE

Quote ID: 211131-201009-001:0:3 QTY: 1
VIT-FFFM 11CLC, 4 Stages



Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.6 acceptance grade 1U. Design values are guaranteed within the following tolerances: Flow 0% to + 10%, Head 0% to + 6%, and optionally either Power + 10% or Efficiency - 0% at manufacturer's discretion.

Specified Flow	650.00 USgpm	Shut Off Pressure (Disch Flange)	138.2 psi	Max Power (NOL) Flow at Max Trim	858.0 USgpm
Specified TDH	225.00 ft	Run Out Flow	902.0 USgpm	Recommended Power	60.00 Hp
Rated Speed	1770 RPM	Run Out TDH (Bowl)	161.0 ft	Allow Service Factor	No
Atmospheric Pressure	14.70 psi	Run Out TDH (Disch Flange)	147.7 ft	kWh per 1000 gal	0.93601
Pumping Level	10.00 ft	Run Out Pressure (Bowl)	69.7 psi	NPSHr at Design	8.5 ft
NPSHa at Grade	33.9 ft	Run Out Pressure (Disch Flange)	63.9 psi	NPSH Margin at Design	33.7 ft
NPSHa at 1st Impeller	42.2 ft	Bowl Efficiency at Design	83.30 %	Min Submergence at Design	27.44 in
Fluid	Water	Guaranteed Bowl Efficiency	83.30 %	Actual Submergence	120.00 in
Fluid Temperature	68.0 °F	Best Efficiency	83.30 %	Thrust at Design	1900.5 lb
Specific Gravity	1.0000	BEP Flow	660.0 USgpm	Thrust at Shut Off	2625.2 lb
Viscosity	1.0017 cP	Design Flow % BEP	98.48 %	Thrust at Run Out	1358.8 lb
Vapor Pressure	0.3393 psi	Pump Efficiency	82.15 %	Bowl Material	Cast Iron with Glass Enamel
Density	62 lbs/ft³	Motor Efficiency	95.00 %	Bowl Material Derate Factor	1.00
Design Flow	650.0 USgpm	Overall Efficiency	78.16 %	Impeller Material	316SS
Min Flow (MCSF)	165.0 USgpm	Friction Loss at Design	1.58 ft	Impeller Matl Derate Factor	1.00
Design TDH (Bowl)	233.0 ft	Power at Design	45.9 Hp	Total Flow Derate Factor	1.00
Design TDH (Disch Flange)	220.7 ft	Guaranteed Power	49.0 Hp	Total Head Derate Factor	1.00
Design Pressure (Bowl)	100.9 psi	NOL Power	48.5 Hp	Total Efficiency Derate Factor	1.00
Design Pressure (Disch Flange)	95.5 psi	Guaranteed NOL Power	51.7 Hp	Curve ID	E6412CCPC3
Shut Off TDH (Bowl)	330.0 ft	Max Power (NOL) Flow	858.0 USgpm		
Shut Off TDH (Disch Flange)	319.3 ft	Max Power (NOL) at Max Trim	48.8 Hp		
Shut Off Pressure (Bowl)	142.9 psi	Guaranteed Max Power (NOL) at Max Trim	51.9 Hp		

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



SUBMITTAL

Quote ID: 211131-201009-001:0:4 QTY: 1
VIT-FFFM 8RALC, 9 Stages

PERFORMANCE ON DESIGN CURVE AT 1770 RPM

	Shut Off	Design [2]	Run Out [5]		
Flow (USGPM)	0.0	50.0	91.0	Best Efficiency	69.00 % at 59.9 USgpm
TDH-Bowl (ft)	257.0	238.0	133.0	Design Flow % BEP	83.47 %
TDH-Disch Flange (ft)	246.5	227.4	122.2	Pump Efficiency	65.41 %
Bowl Efficiency (%)	-	67.70	59.30	Overall Efficiency	59.98 %
Guaranteed Bowl Efficiency (%)	-	67.70	-	NOL Power	5.2 Hp at 82.7 USgpm
Power (Hp)	2.7	4.4	5.1	Guaranteed NOL Power	5.5 Hp at 82.7 USgpm
Guaranteed Power (Hp)	-	4.7	-	Max Power (NOL) at Max Trim	5.5 Hp at 85.4 USgpm
NPSHr (ft) [1]	-	1.9	4.5	Guaranteed Max Power (NOL) at Max Trim	5.9 Hp at 85.4 USgpm
NPSH Margin (ft) [1]	-	40.5	37.9	Specified NPSH Ratio	1.1
Hydraulic Thrust(lb)	513.0	476.0	266.0	Thrust Load Power Loss	0.07593 Hp
Thrust (lb)	600.9	564.1	354.9	Total Flow Derate Factor	0.97
Pressure-Bowl (psi)	111.3	103.0	57.6	Total Head Derate Factor	0.97
Pressure-Disch Flange (psi)	106.7	98.5	52.9	Total Efficiency Derate Factor	0.97
Min Submergence (Inch) [3]	-	13.79	15.25	Actual Submergence	120.00 In
Friction Loss (ft) [4]	-	0.08	0.24	Shaft Friction Power Loss	0.09 Hp
Lineshaft Elongation (Inch)	0.00435	0.00404	-	Min Flow (MCSF)	15.0 USgpm
Column Elongation (Inch)	0.00082	0.00076	-	kWh per 1000 gal	1.24596
Lateral (Inch)	0.13353	0.13328	-	Impeller Running Clearance	0.13 In

[1] at 1st impeller eye [2] rated values [3] from bottom of pump [4] from bowl to disch flange [5] based on user entered TDH

OPERATING CONDITIONS

Specified Flow	50.00 USgpm
Specified TDH	225.00 ft
Rated Speed	1770 RPM
Atmospheric Pressure	14.70 psi
TPL	20.00 ft
Pumping Level	10.00 ft
NPSHa at 1st Impeller	42.4 ft
NPSHa at Grade	33.9 ft

FLUID CHARACTERISTICS

Fluid	Water
Fluid Temperature	68.0 °F
Specific Gravity	1.0000
Viscosity	1.0017 cP
Vapor Pressure	0.3393 psi
Density	62 lbs/ft ³

MATERIALS & DIMENSIONS

Bowl Data

Bowl Material	Cast Iron
Bowl Material Derate Factor	1.00
Impeller Material	316LSS
Impeller Matl Derate Factor	0.97
Bowlshaft Material	416SS
Impeller Attachment	Taper Lock
Taperlock Material	416SS
Suction Type	Bell
Suction Material	Cast Iron
Bowl Bolting Material	316SS
Sand Collar	304SS
Pipe Plug	Iron
Suction Bearing	Bronze
Intermedlate Bowl Bearing	Bronze
Strainer Type	Clip-On Bell Type Strainer
Strainer Material	316LSS
Impeller Trim	5.38 In
Max Impeller Trim	5.50 In
Thrust K-Factor	2.0 lb/ft

Bowl Data

Bowl Pressure Limit	410 psi
Model Max Sphere Size	0.25 In
Available Lateral	0.25 In
Bowl Assembly Length (BL)	53.82 In
Disch Bowl Length OLS (O1)	3.69 In
Disch Bowl Length ELS (L2)	4.38 In
Bowl Shaft Diameter	1 3/16 In [30.2 mm]
Impeller Balance	Dynamic Two Plane Balance
Impeller Design	Enclosed
Bowl Wear Ring	Aluminum Bronze
Suction Pipe Diameter	No Suction Pipe
Bowl Diameter (D)	7.50 In
Bowl Length (L3)	5.00 In
Bowl Flange Diameter (A)	3.13 In
Bowl Flange Thickness (E)	5.63 In
Strainer Length (SL)	1.94 In
Floor Clearance (X)	5.75 In
Min Column Diameter	4 In
Max Column Diameter	8 In

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



SUBMITTAL

Quote ID: 211131-201009-001:0:4 QTY: 1
VIT-FFFM 8RALC, 9 Stages

Bowl Data	
Max Bowl Shaft Diameter	1.19 in
Bowl Shaft Length	60.63 in

Bowl Data	
Bowl Shaft Power Limit	127.75 Hp

Bowl Specials

Column Data	
Column Type	Flanged
Column Diameter	4 in [102 mm]
Lineshaft Diameter	1 in [25.4 mm]
Column Bolting	316SS
Column Pipe Material	Carbon Steel
Lineshaft Material	416SS
Lineshaft Bearing Material	Rubber (Dog Bone)
Lineshaft Coupling Type	Threaded
Lineshaft Coupling Material	416SS
Column Loss	0.04 ft
Column Velocity	1.34 ft/s
Column Flange	Carbon Steel
Lineshaft Sleeve	Not Included
Column Bearing Retainer	304SS

Column Data	
Column Bearing Options	Not Included
Column Retainer Design	Separate
Maximum Bearing Spacing	10 ft [3 m] Spacing
Max Column Section Length	120 in
Number of Bearings	2
Fabrication Welding Option	Not Included
Column Length (COL)	186.18 in
Column Wall Thickness	0.24 in
Column Load	376.0 lb
Lubrication Method	(Open Lineshaft) Product
Lubrication Method	Lubricated
Lineshaft Length	186.18 in
Lineshaft Power Limit	72 Hp

Column Specials

Head Data	
Head Type	Type FF (Fabricated F-Head)
Discharge Flange Rating	150 #
Disch Flange Pressure Limit	285 psi
Head Design	One Piece Head
Discharge Head Material	Carbon Steel
Headshaft Material	416SS
Headshaft Coupling Type	Type AS Adjustable Spacer
Coupling Assembly	Carbon Steel
Headshaft Diameter (BX)	1.00 in
Discharge Head Size	4 in [102 mm]
Discharge Head BD	10 in [254 mm]
Sealing Method	Mechanical Seal
Mechanical Seal	John Crane 1 BF1D1

Head Data	
Seal Provided By	Xylem
Seal Mounted By	Customer
Stuffing Box / Seal Hsg Bolt	316SS
Stuffing Box / Seal Hsg Brg	Bronze
Seal Housing Material	Cast Iron
Head Loss	0.03 ft
150# Disch Companion Flg	Not Included
Head Bolting	316SS
Split Gland	316SS
Fabrication Welding Option	Not Included

Head Specials

Motor Data	
Driver Type	Vertical Solid Shaft Motor
Manufacturer	US
HP Rating	7.5 Hp
Speed [Poles]	1800 rpm [4 pole]
Voltage	230/460 V
Phase / Frequency	3 PH / 60 Hz
Efficiency / Config	Premium
Motor Efficiency	91.70 %
Motor Frame	213TP
BD	10.0 in
BX / U	1.00 in
Thrust Level	100% HT

Motor Data	
Thrust Capacity	2500 lbs
Inverter Duty	Yes
Steady Bushing	No
SF** / Insulation	1.15 H
Motor Provided By	Xylem
Motor Mounted By	Customer
Mfg Catalog Number	CHT7V2BLE
Motor Part Number	H007B2A1EB-CVNU-100A0B000
Driver Size Criteria	Max power on design curve (NOL)
Allow Service Factor	No

Motor Specials

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



SUBMITTAL

Quote ID: 211131-201009-001:0:4 QTY: 1
VIT-FFFM 8RALC, 9 Stages

Coating Data

Bowl OD	Goulds Water Technology Blue Enamel
Column ID	Tnemec 141 (NSF 61), Liquid Epoxy (16 mils)
Column OD	Tnemec 141 (NSF 61), Liquid Epoxy (16 mils)
Column Bearing Retainer	No Coating
Can ID	No Coating

Coating Data

Can OD	No Coating
Head ID	Tnemec 141 (NSF 61), Liquid Epoxy (16 mils)
Head OD	Goulds Water Technology Blue Enamel
Enclosing Tube OD	No Coating
Sub Base	No Coating

Testing Data

Hydrostatic Testing	Bowl Assembly, Flanged Column, Discharge Head	Non-Witness
---------------------	---	-------------

Engineering Services

Critical Speed Analysis (1) (3)	Included
---------------------------------	----------

Engineering Services Notes

1. Design modifications are sometimes required following analysis. The cost of such modifications, if necessary, will be determined following engineering analysis and is not included in the list price.
3. Submission of motor's torsional stiffness and rotational moment of inertia is required.

Miscellaneous Specials

Assembly and Crating

Assembly	Fully Assembled
Crating	Domestic Skid

Assembly and Crating Notes

In general, pumps are crated and shipped fully assembled* via standard freight methods (LTL/LCL) if overall crated length is 25 ft or less and weight is 2500 lbs or less. Up to 45 ft and 4000 lbs can still be fully assembled but will ship via dedicated freight methods (FTL/FCL/flatbed/air/special). Otherwise, each sub-assembly (bowl, column, and head) is crated separately ("column loose"). *Motors, suction cans, mechanical seals, spare parts, and other special items are crated separately. Coordinate specific expectations with the factory at time of order.

Weight Data

Total Bowl Weight	362 lbs
Unit Bowl Weight	67 lbs / 36 lbs
Strainer Weight	7 lbs
Total Column Weight	304 lbs
Unit Column Weight	19 lbs

Weight Data

Head Weight	299 lbs
Motor Weight	220 lbs
Total Weight	1185 lbs
Total Rotating Weight	90 lbs

Comments

INFO. WARNING & ERROR MESSAGES

Error	Selected Motor Power is less than the Recommended Power.
-------	--

Our offer does not include specific review and incorporation of any Statutory or Regulatory Requirements, and the offer is limited to the requirements of the design specifications. Should any Statutory or Regulatory requirements need to be reviewed and incorporated, then the Customer is responsible to identify those and provide copies for review and revision of our offer.

Our quotation is offered in accordance with our comments and exceptions identified in our proposal and governed by our standard terms and conditions of sale - Xylem Americas attached hereafter.

For units requiring a factory performance test, all performance tests will be conducted per ANSI/HI 14.6 standards unless otherwise noted in the submittal documents. As a standard, test results meeting grade 2B tolerances for pumps with a rated shaft power of 134 hp or less and grade 1B for greater than 134 hp will be considered passing. Other acceptance grades are available and must be clearly noted and mutually agreed upon between the Customer and Xylem before release to manufacture.

For units not requiring a factory performance test, product performance can be expected to meet 3B tolerances primarily due to the variability of field conditions. Field-measured performance may vary from factory-measured performance or published data as a result of unknown or unpredictable system conditions and measurement variability. If field performance testing is required after installation, factory performance testing before shipment is strongly recommended. Field performance test results do not constitute a warranty claim unless verified by Xylem.

The information provided in this submittal is published data nominally representative of the selected pump model's performance characteristics. If factory performance testing is

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



SUBMITTAL

Quote ID: 211131-201009-001:0:4 QTY: 1
 VIT-FFFM 8RALC, 9 Stages

Included, actual as-tested performance curves for each tested pump will be provided after testing is complete. Impeller trim diameter is subject to change to meet intended design conditions.

Customer is responsible for verifying that the recommendations made and the materials selected are satisfactory for the Customer's intended environment and Customer's use of the selected pump. Customer is responsible for determining the suitability of Xylem recommendations for all operating conditions within Customer's and/or End User's control. Xylem disclaims all warranties, express or implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose, and all express warranties other than the limited express warranty set forth in the attached standard terms and conditions of sale - Xylem Americas attached hereafter.

Xylem does not guarantee any pump intake configuration. The hydraulic and structural adequacies of these structures are the sole responsibility of the Customer or his representatives. Further, Xylem accepts no liability arising out of unsatisfactory pump intake field operating conditions. The Customer or his representatives are referred to the Hydraulic Institute Standards for recommendations on pump intake design. To optimize the hydraulic design of a field pump intake configuration, the Customer should strongly consider performing a detailed scale model pump intake study. However, the adequacies of these recommendations are the sole responsibility of the Customer.

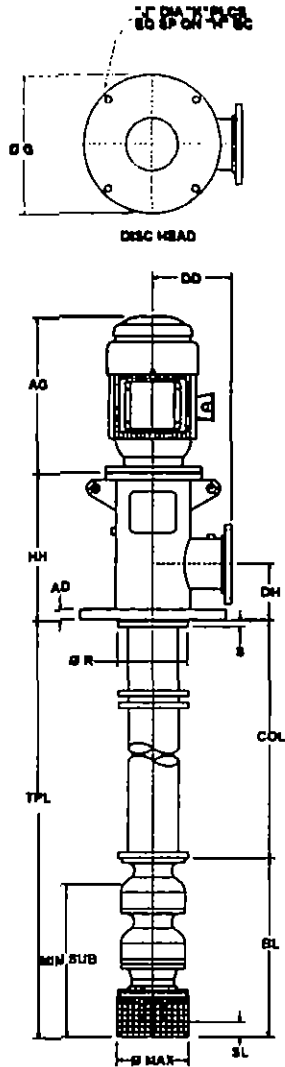
Xylem's standard enamel paint offering is a coating applied at no extra charge and is intended to provide a limited cosmetic improvement over the bare metal product. The coating will not prevent rust, corrosion, or fading. Fading, flaking, chipping, or bleeding rust can be expected within 3 months of exposure to weather or other elements. For applications where visual aesthetics or corrosion resistance is important, please consider one of our protective coating options.

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED	
Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



OUTLINE DRAWING

Quote ID: 211131-201009-001:0:4 QTY: 1
 VIT-FFFM 8RALC, 9 Stages



DIMENSIONS	
Dim G [Mounting Flange Dia]	16.00 in
J [Mounting Flange Hole Dia]	1.00 in
K [Mounting Hole Places]	4
H [Mounting Flange Bolt Circle]	14.25 in
AG [Motor Height]	21.13 in
CD [Motor Coupling Height]	17.50 in
XC [Top Hdshft to top VHS Motor]	3.31 in
BD [Motor Base Dia]	10.00 in
Discharge Head Size	4.00 in
BD Head [Discharge Head Base Dia]	10.00 in
HH [Head Height]	32.00 in
AD [Mounting Flange Thickness]	1.13 in
DD [Disch Flange Stickout]	13.00 in
DH [Disch Flange Height]	6.00 in
S [Hanger Flange Stickdown Length]	0.75 in
R [Hanger Flange QD]	7.50 in
Column Length (COL)	186.18 in
COL [Column Diameter]	4.00 in
TPL [Total Pump Length]	240.00 in
MIN SUB [Minimum Submergence]	13.79 in
MAX [Max Assembly OD]	7.63 in
BL [Bowl Assembly Length]	53.82 in
SU [Shaft Stickup]	8.00 in
SL [Suction Length]	1.94 in
Discharge Flange	4"-150#

PUMP DATA	
Column Diameter	4 in [102 mm]
Lineshaft Diameter	1 in [25.4 mm]
Specified Flow	50.00 USgpm
Specified TDH	225.00 ft
Pumping Level	10.00 ft
Motor Manufacturer	US
Driver Type	Vertical Solid Shaft Motor
Selected Motor Power	7.50 Hp
Motor Speed	1770 RPM
Phase / Frequency	3 PH / 60 Hz
Voltage	230/460 V

WEIGHTS	
Total Bowl Weight	362 lbs
Unit Bowl Weight	67 lbs / 36 lbs
Strainer Weight	7 lbs
Total Column Weight	304 lbs
Unit Column Weight	19 lbs
Head Weight	299 lbs
Motor Weight	220 lbs
Total Weight	1185 lbs
Total Rotating Weight	90 lbs

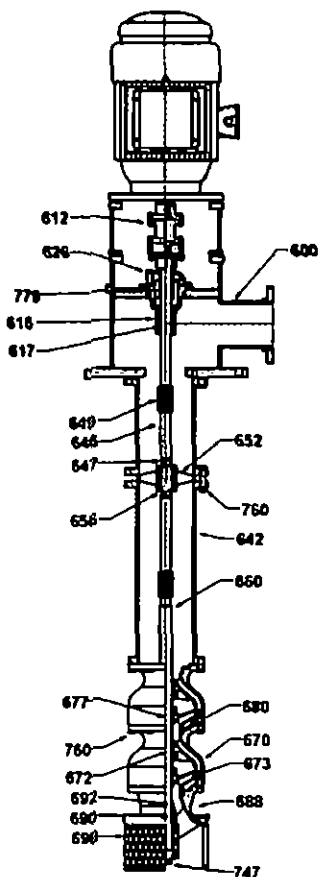
NOTES	
1	Total Pump Length ± 1.0 Inch.
2	Tolerance on all dimensions is .12 or ± .12 inch per 5 ft, whichever is greater.
3	All dimensions shown are in inches unless otherwise specified.
4	Drawing not to scale.
5	1/2" NPT - Gauge Conn (plugged)
6	Driver may be rotated at 90° intervals about vertical centerline for details refer to driver dimension drawing.
7	Refer to product IOM for Impeller setting requirements.
8	This assembly has been designed so that its natural frequency responses avoid the specific operating speeds by an adequate safety margin. The design has assumed the foundation to be rigid.

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED	
Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



CROSS SECTION DRAWING

Quote ID: 211131-201009-001:0:4 QTY: 1
 VIT-FFFM 8RALC, 9 Stages



BILL OF MATERIALS

ITEM	PART NAME	CODE	MATERIAL	ASTM#
Head Assembly				
608	Headshaft	2227	SST 416	A582 S41800
600	Head - Discharge	9645	Carbon Steel Fab	A53
604	Nut - Adjusting	2242	Carbon Steel 1018	A108
612	Assembly - Coupling	0000	Vendor Standard	None
616	Housing - Seal	1003	Cast Iron CL 30	A48 CLASS 30B
617	Bearing - Seal Housing	1618	Bismuth Bronze	B584 Modified
618	Gland - Split	1203	SST 316	A744M
626	Seal - Mechanical	0000	John Crane 1 BF1D1	None
730	Key - Motor Gib	2242	Carbon Steel 1018	A108
760	Capscrew - Hex	2229	SST 316	A276
778	Gasket - Housing	5136	Acrylic/Nitrile	5138 REV 4
Column Assembly				
637	Flange - Column	9645	Carbon Steel Fab	A53
642	Column Pipe	6501	Black Pipe Sch 40	A 53
646	Lineshaft	2227	SST 416	A582 S41800
649	Coupling - Lineshaft	2265	SST 416	A582M
652	Retainer - Bearing	1205	SST 304	A744M
656	Bearing - Lineshaft	5121	Rubber EPDM	D3568
Bowl Assembly				
660	Bowlshaft	2227	SST 416	A582 S41800
670	Bowl - Intermediate	1003	Cast Iron CL 30	A48 CLASS 30B
672	Bearing - Intermediate Bowl	1616	Bismuth Bronze	B584 Modified
673	Impeller	1219	SST 316L	A743
677	Taperlock - Impeller	2217	SST 416	A582M
680	Wear Ring - Bowl	1128	Bronze, AL C95400	B146
688	Suction	1003	Cast Iron CL 30	A48 CLASS 30B
690	Bearing - Suction	1618	Bismuth Bronze	B584 Modified
692	Sandcollar	1205	SST 304	A744M
698	Strainer	9722	SST 316L Fab	A182M
747	Plug - Pipe	1046	Malleable Iron	A197
760	Capscrew - Hex	2229	SST 316	A276

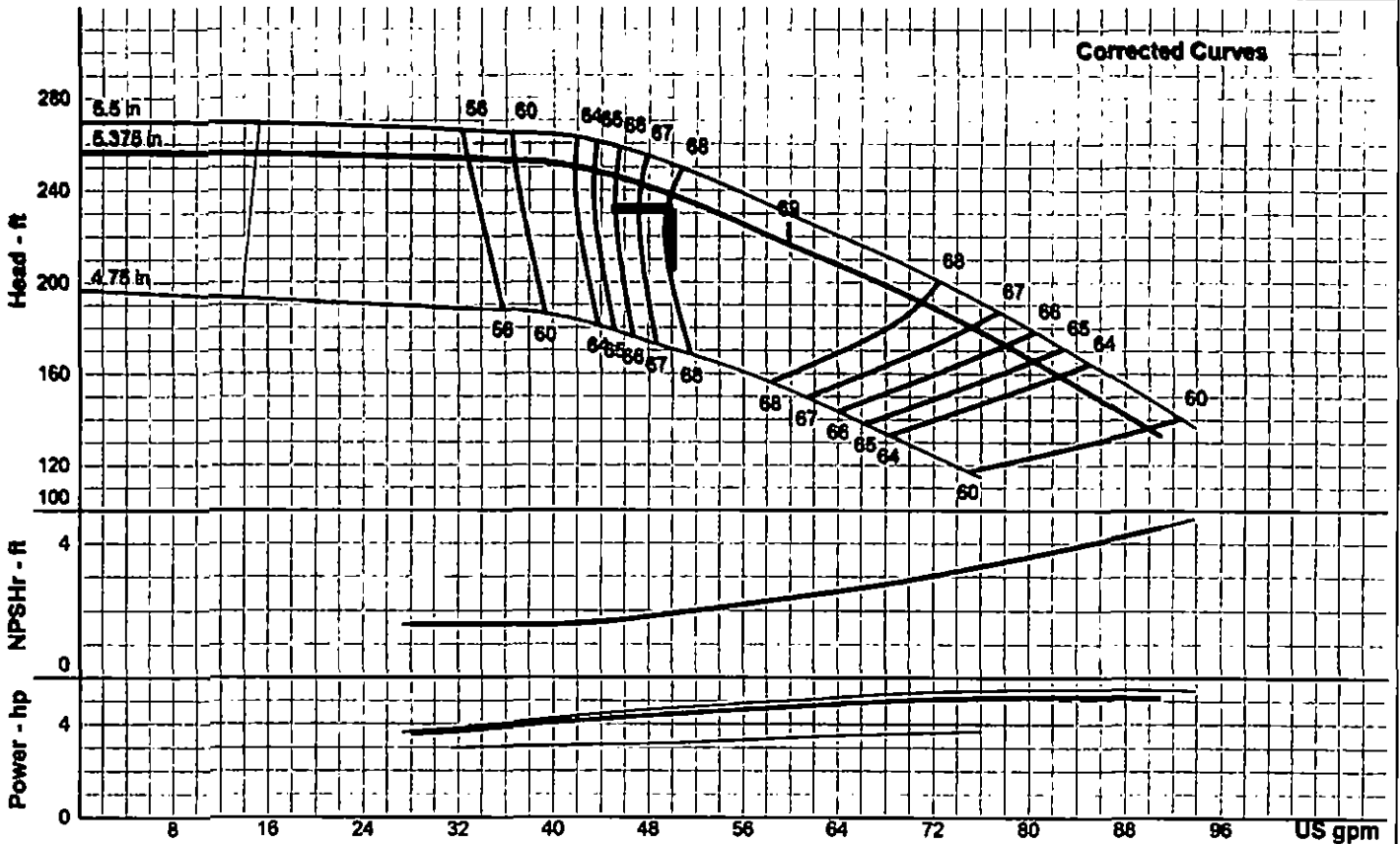
DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



PERFORMANCE CURVE

Quote ID: 211131-201009-001:0:4 QTY: 1
VIT-FFFM 8RALC, 9 Stages



Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.6 acceptance grade 1U. Design values are guaranteed within the following tolerances: Flow 0% to + 10%, Head 0% to + 6%, and optionally either Power + 10% or Efficiency - 0% at manufacturer's discretion.

Specified Flow	50.00 USgpm	Shut Off Pressure (Disch Flange)	106.7 psi	Max Trim	
Specified TDH	225.00 ft	Run Out Flow	91.0 USgpm	Max Power (NOL) Flow at Max Trim	85.4 USgpm
Rated Speed	1770 RPM	Run Out TDH (Bowl)	133.0 ft	Recommended Power	8.00 Hp
Atmospheric Pressure	14.70 psi	Run Out TDH (Disch Flange)	122.2 ft	Allow Service Factor	No
Pumping Level	10.00 ft	Run Out Pressure (Bowl)	57.6 psi	kWh per 1000 gal	1.24596
NPSHa at Grade	33.9 ft	Run Out Pressure (Disch Flange)	52.9 psi	NPSHr at Design	1.9 ft
NPSHa at 1st Impeller	42.4 ft	Bowl Efficiency at Design	67.70 %	NPSH Margin at Design	40.5 ft
Fluid	Water	Guaranteed Bowl Efficiency	67.70 %	Min Submergence at Design	13.79 in
Fluid Temperature	68.0 °F	Best Efficiency	69.00 %	Actual Submergence	120.00 in
Specific Gravity	1.0000	BEP Flow	59.9 USgpm	Thrust at Design	564.1 lb
Viscosity	1.0017 cP	Design Flow % BEP	83.47 %	Thrust at Shut Off	600.9 lb
Vapor Pressure	0.3393 psi	Pump Efficiency	65.41 %	Thrust at Run Out	354.9 lb
Density	62 lbs/ft ³	Motor Efficiency	91.70 %	Bowl Material	Cast Iron
Design Flow	50.0 USgpm	Overall Efficiency	59.98 %	Bowl Material Derate Factor	1.00
Min Flow (MCSF)	15.0 USgpm	Friction Loss at Design	0.08 ft	Impeller Material	316LSS
Design TDH (Bowl)	238.0 ft	Power at Design	4.4 Hp	Impeller Mat Derate Factor	0.97
Design TDH (Disch Flange)	227.4 ft	Guaranteed Power	4.7 Hp	Total Flow Derate Factor	0.97
Design Pressure (Bowl)	103.0 psi	NOL Power	5.2 Hp	Total Head Derate Factor	0.97
Design Pressure (Disch Flange)	98.5 psi	Guaranteed NOL Power	5.5 Hp	Total Efficiency Derate Factor	0.97
Shut Off TDH (Bowl)	257.0 ft	Max Power (NOL) Flow	82.7 USgpm	Curve ID	E6209CFPC2
Shut Off TDH (Disch Flange)	246.5 ft	Max Power (NOL) at Max Trim	5.5 Hp		
Shut Off Pressure (Bowl)	111.3 psi	Guaranteed Max Power (NOL) at	5.9 Hp		

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	CITY OF SCOTTSDALE SPORTS COMPLEX IRRIGATION
Tag	
PO Number	
Serial Number	



October 28, 2020

TO: Hunter Construction

ATTN: Suzanne Jung

SUBJ: **Scottsdale- Bell Road Off Site Water System**

REF: Section 11072 Vertical Turbine Line Shaft Pumps
(Addendum # 1)

We are pleased to offer the following equipment based on the attached scopes of supply and the bid documents per the HDR Engineers.

Manufacturer: National Pump Company.....\$ 197,435.00 FFA LOT
EXCEL BREAKOUT

Item # 1 (2) 650GPM Vertical Pump w/Motor.....\$ 138,504.00 FFA

Item # 1 (1) 50GPM Vertical Pump w/Motor.....\$ 58,931.00 FFA

Standard terms and conditions of sale of manufacturer and/or Hennesy Mechanical Sales will apply. Taxes or retainages of any kind are not included and must be added by the buyer. All pricing is FOB the factory with full freight allowed to the jobsite. Start-up service (One Day) included unless otherwise specified. The parties to any resulting contract agree that the manufacturer and/or Hennesy Mechanical Sales are "suppliers" and neither a "contractor" nor a "sub-contractor", as those terms may be used in the purchase contracts of others. The sole obligation is to furnish equipment in conformance with the quotation and submittal drawings which have been approved by the consultant.

Best regards,

HENNESY MECHANICAL SALES

John Coughlan

John R. Coughlan



QUOTATION

7706 NORTH 71ST AVENUE
Glendale, AZ 85303

QUOTED TO:

HENNESSY MECHANICAL SALES LLC

SHIP TO:

T.B.D.

QUOTE INFO:

DATE: OCTOBER 28, 2020

QUOTE#: Q-100414-B1

CUSTOMER#: 2992

NAME: Q-100414

QUOTATION LINE ITEM SUMMARY

LINE	QTY	CONFIG#	CONFIG NAME / PART #	DESCRIPTION
1	2	C-147542	HE VTP: Q-100414-1	J11LC-4 STAGE PL PUMP ASSEMBLY
2	1	C-147543	HE VTP: Q-100414-2	L6LC-5 STAGE PL PUMP ASSEMBLY

AVAILABILITY:

8 WEEK LEAD TIME FOR SUBMITTALS
20 WEEK LEAD TIME AFTER SUBMITTAL APPROVAL

FREIGHT TERMS:

FOB ORIGIN; FREIGHT ALLOWED

SPECIAL NOTES:

PAYMENT TERMS:

NET 30 DAYS

National Pump Company (NPC) is pleased to quote these pump products for your application. All quotations are subject to NPC standard terms and conditions and acceptance from the main office in Glendale, AZ. A copy of our standard terms and conditions is attached. This quotation is valid for 30 days from the above date. This quote is in U.S. dollars. The purchase order must be issued in U.S. dollars. All quotations are subject to NPC standard progress payment terms.

USE OF VFD'S WITH CAST DISCHARGE HEADS – When using a cast discharge head, National Pump Company can only guarantee vibration free operation at full load speed. A cast discharge head may be acceptable for operating at reduced speeds if precautions are made by locking-out the operating speed(s) on the VFD IF vibration is experienced from the natural resonant frequency of the motor and discharge head structure. If a lock-out range is not acceptable or analysis is required, a fabricated discharge head must be provided.



QUOTATION

7706 NORTH 71ST AVENUE
Glendale, AZ 85303

Product: HE VTP

Config Name: Q-100414-1

Config SN: C-147542-B1

DESCRIPTION: C-147542 - HE VTP: Q-100414-1

QTY	ITEM	DESCRIPTION
1	HE-VTP~	J11LC-4 STAGE PL PUMP ASSEMBLY
1	CONDITIONS OF SERVICE~	650 GPM @ 225' TDH
1	BOWL ASSEMBLY~	MODEL: J11LC-4 STAGE SHAFT: 416 SS SHAFT DIA.: 1.69 BOWL: CAST IRON BOWL BEARING: BRONZE BOWL WEAR RING: 316 SS IMPELLER: NA AL BRZ IMP. TYPE: ENCLOSED COLLETS: STEEL BALANCE: DYNAMIC SUCTION: CAST IRON SUC. BEARING: BRONZE SAND COLLAR: BRONZE STRAINER: 316 SS ANTI-VORTEX HARDWARE: 316 SS COATING: TNEMEC N140
1	COLUMN ASSEMBLY~	COL. DIA.: 6 (0.28 WALL) SUMP: 25' CONNECTION: FLANGED LINESHAFT TYPE: OPEN SHAFT DIA.: 1.25 COLUMN: STEEL SHAFT: 416 SS BEARINGS: NEOPRENE SHAFT SLEEVES: 304 SS SHAFT COUPLINGS: 316 SS COLUMN COATING: TNEMEC N140 ID/OD
1	DISCHARGE HEAD ASSEMBLY~	DISCHARGE HEAD MODEL: NF DISCHARGE SIZE: 6 1/2 # MATERIAL: STEEL COATING: TNEMEC N140 ID/OD SHAFT SEAL: CHAMPION 401 SEAL HOUSING: CAST IRON BEARING: BRONZE COUPLING: 316 SS



7706 NORTH 71ST AVENUE
Glendale, AZ 85303

QUOTATION

Quote Prepared by: **MICHAEL BAIRD**

MichaelB@natlpump.com

www.nationalpumpcompany.com

623-979-3560

1	DRIVER~	MANUFACTURER #: HO50V2BLG TYPE: VHS ENCLOSURE: WPI POWER RATING: 50 SPEED: 1800 SERVICE FACTOR: 1.15 PHASE ~ FREQUENCY ~ VOLTAGE: 3~60~460 FRAME: 326 BASE DIAMETER (BD): 12 COUPLING: NRR
1	TESTING~	HYDROSTATIC: ___ HEAD: NON-WITNESSED ___ COLUMN: NON-WITNESSED ___ BOWLS: NON-WITNESSED PERFORMANCE: NON-WITNESSED ___ SET UP: BOWL ASSEMBLY ___ ACCEPTANCE GRADE: 1B
1	SPARES~	IMPELLERS: 2 BOWL BEARINGS: 2 SETS LINE SHAFT BEARINGS: 2 SETS GASKETS & O-RINGS: 2 SETS WEAR RINGS: 2 SETS SHAFT SLEEVES: 2 SETS MECHANICAL SEALS: 2

Company: Hennessey Mechanical/City of Scottsdale
 Name: Reclaimed Water Pumps 1 and 2
 Date: 10/23/2020



[Pump:]

Size: J11LC (4 stage)
 Type: VERT.TURB.ENCLOSED
 Synch speed: 1800 rpm
 Curve: CVJ11LC4P8CY
 Specific Speeds:
 Dimensions:
 Vertical Turbine:
 Speed: 1770 rpm
 Dia: 8.58 in
 Impeller: J11LC (1/16)
 Ns: 2400
 Nss: 6401
 Suction: —
 Discharge: —
 Bowl size: 11.1 in
 Max lateral: 1 in
 Thrust K factor: 7.9 lb/ft

Search Criteria:

Flow: 650 US gpm
 Head: 225 ft
[Fluid:]
 Water
 Density: 62.32 lb/ft³
 Viscosity: 0.9946 cP
 NPSHa: —
 Temperature: 68 °F
 Vapor pressure: 0.3391 psi a
 Atm pressure: 14.7 psi a
[Motor:]
 Standard: NEMA
 Enclosure: WP-1
 Sizing criteria: Max Power on Design Curve
 Size: 50 hp
 Speed: 1800
 Frame: 328

[Pump Limits:]

Temperature: 179 °F
 Pressure: 340 psi g
 Sphere size: 0.5 in
 Power: 417 hp
 Eye area: 15.5 in²

--- Data Point ---

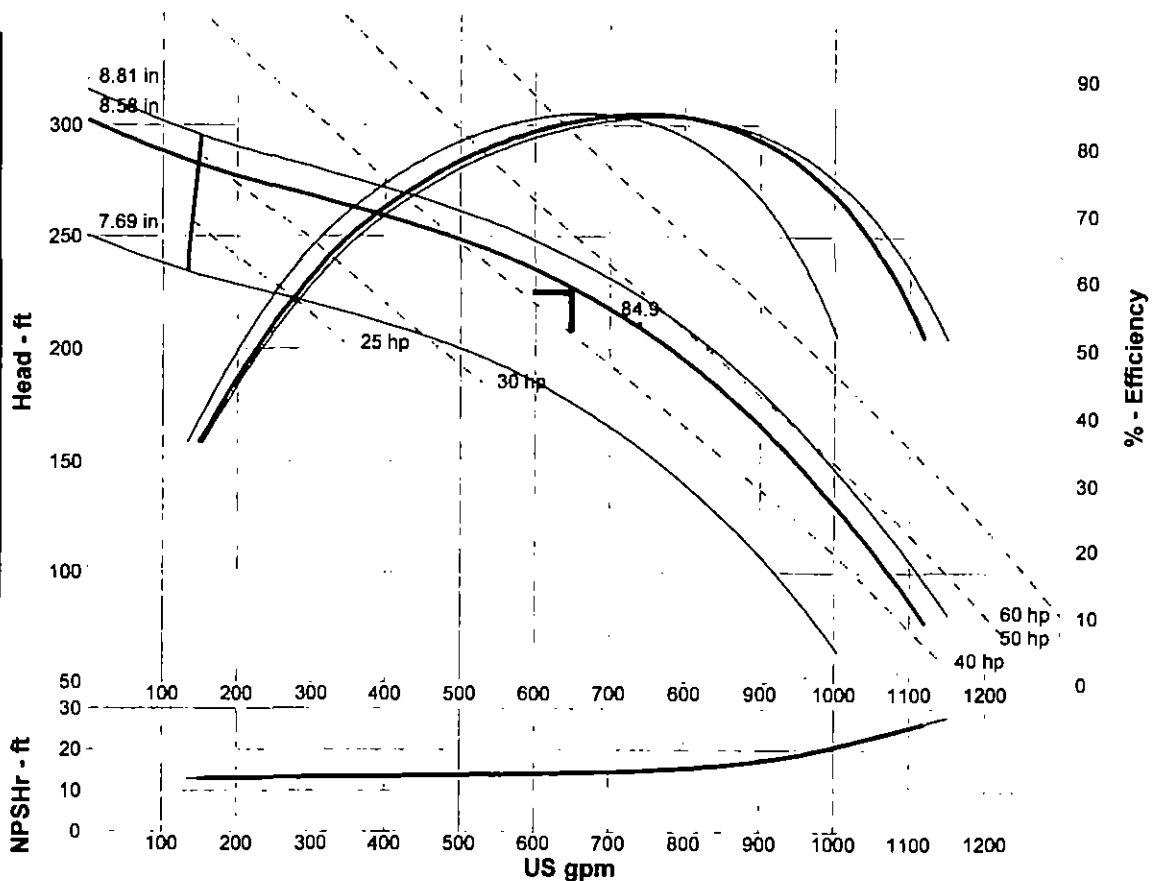
Flow: 650 US gpm
 Head: 227 ft
 Eff: 84%
 Power: 44.5 hp
 NPSHr: 14.5 ft

--- Design Curve ---

Shutoff head: 302 ft
 Shutoff dP: 131 psi
 Min flow: 148 US gpm
 BEP: 85% @ 740 US gpm
 NOL power:
 46.7 hp @ 813 US gpm

--- Max Curve ---

Max power:
 50.4 hp @ 835 US gpm



UNLESS OTHERWISE SPECIFIED: [1] PUMP LIMITS AND PERFORMANCE BASED ON STANDARD MATERIALS. [2] PERFORMANCE MEETS HI 14.8-2011 GRADE 1B TOLERANCES AT THE RATED CONDITION WITHIN THE SELECTION WINDOW. [3] NPSHR AT 1ST STAGE IMPELLER CENTERLINE.

[Performance Evaluation:]

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
780	1770	200	85	46.4	15.3
650	1770	227	84	44.5	14.5
520	1770	246	79	40.9	14
390	1770	260	69	36.5	13.6
260	1770	272	54	32.3	13.3



QUOTATION

7706 NORTH 71ST AVENUE
Glendale, AZ 85303

Product: HE VTP

Config Name: Q-100414-2

Config SN: C-147543-B2

DESCRIPTION: C-147543 - HE VTP: Q-100414-2

QTY	ITEM	DESCRIPTION
1	HE-VTP~	L6LC-5 STAGE PL PUMP ASSEMBLY
1	CONDITIONS OF SERVICE~	50 GPM @ 225' TDH
1	BOWL ASSEMBLY~	MODEL: L6LC-5 STAGE SHAFT: 416 SS SHAFT DIA.: 1.00 BOWL: CAST IRON BOWL BEARING: BRONZE BOWL WEAR RING: 316 SS IMPELLER: NA AL BRZ IMP. TYPE: ENCLOSED COLLETS: STEEL BALANCE: DYNAMIC SUCTION: CAST IRON SUC. BEARING: BRONZE SAND COLLAR: BRONZE STRAINER: 316 SS ANTI-VORTEX HARDWARE: 316 SS COATING: TNEMEC N140
1	COLUMN ASSEMBLY~	COL. DIA.: 4 (0.237 WALL) SUMP: 25' CONNECTION: FLANGED LINESHAFT TYPE: OPEN SHAFT DIA.: 1.00 COLUMN: STEEL SHAFT: 416 SS BEARINGS: NEOPRENE SHAFT SLEEVES: 304 SS SHAFT COUPLINGS: 316 SS COLUMN COATING: TNEMEC N140 ID/OD
1	DISCHARGE HEAD ASSEMBLY~	DISCHARGE HEAD MODEL: NF DISCHARGE SIZE: 4 150 # MATERIAL: STEEL COATING: TNEMEC N140 ID/OD SHAFT SEAL: CHAMPION 401 SEAL HOUSING: CAST IRON BEARING: BRONZE COUPLING: 316 SS



QUOTATION

7706 NORTH 71ST AVENUE
Glendale, AZ 85303

1	DRIVER~	MANUFACTURER #: HO20P1BLF TYPE: VHS ENCLOSURE: WPI POWER RATING: 20 SPEED: 3600 SERVICE FACTOR: 1.15 PHASE ~ FREQUENCY ~ VOLTAGE: 3~60~460 FRAME: 254 BASE DIAMETER (BD): 10 COUPLING: NRR
1	TESTING~	HYDROSTATIC: __ HEAD: NON-WITNESSED __ COLUMN: NON-WITNESSED __ BOWLS: NON-WITNESSED PERFORMANCE: NON-WITNESSED __ SET UP: BOWL ASSEMBLY __ ACCEPTANCE GRADE: 1B
1	SPARES~	IMPELLERS: 2 BOWL BEARINGS: 2 SETS LINE SHAFT BEARINGS: 2 SETS GASKETS & O-RINGS: 2 SETS WEAR RINGS: 2 SETS SHAFT SLEEVES: 2 SETS MECHANICAL SEALS: 2

Company: Hennessey Mechanical/City of Scottsdale

Name: Lake Water Pump

Date: 10/23/2020



Pump:

Size: L6LC (5 stage)

Type: VERT.TURB.ENCLOSED
Synch speed: 3600 rpm

Curve: CVL6LC2P6CY

Specific Speeds:

Dimensions:

Vertical Turbine:

Speed: 3540 rpm * Exception to
Dia: 3.81 in 1800 RPM

Impeller: L6LC (1/8)

Ns: 1301
Nss: 6300

Suction: —
Discharge: —

Bowl size: 5.5 in
Max lateral: 0.19 in
Thrust K factor: 1.3 lb/ft

Search Criteria:

Flow: 50 US gpm

Head: 225 ft

Fluid:

Water
Density: 82.32 lb/ft³
Viscosity: 0.9948 cP
NPSHa: —

Temperature: 68 °F
Vapor pressure: 0.3391 psi a
Atm pressure: 14.7 psi a

Motor:

Standard: NEMA
Enclosure: WP-I
Size: 20 hp
Speed: 3600
Frame: 254
Sizing criteria: Max Power on Design Curve

Pump Limits:

Temperature: 179 °F
Pressure: 430 psi g
Sphere size: 0.15 in

Power: 144 hp
Eye area: 1.54 in²

— Data Point —

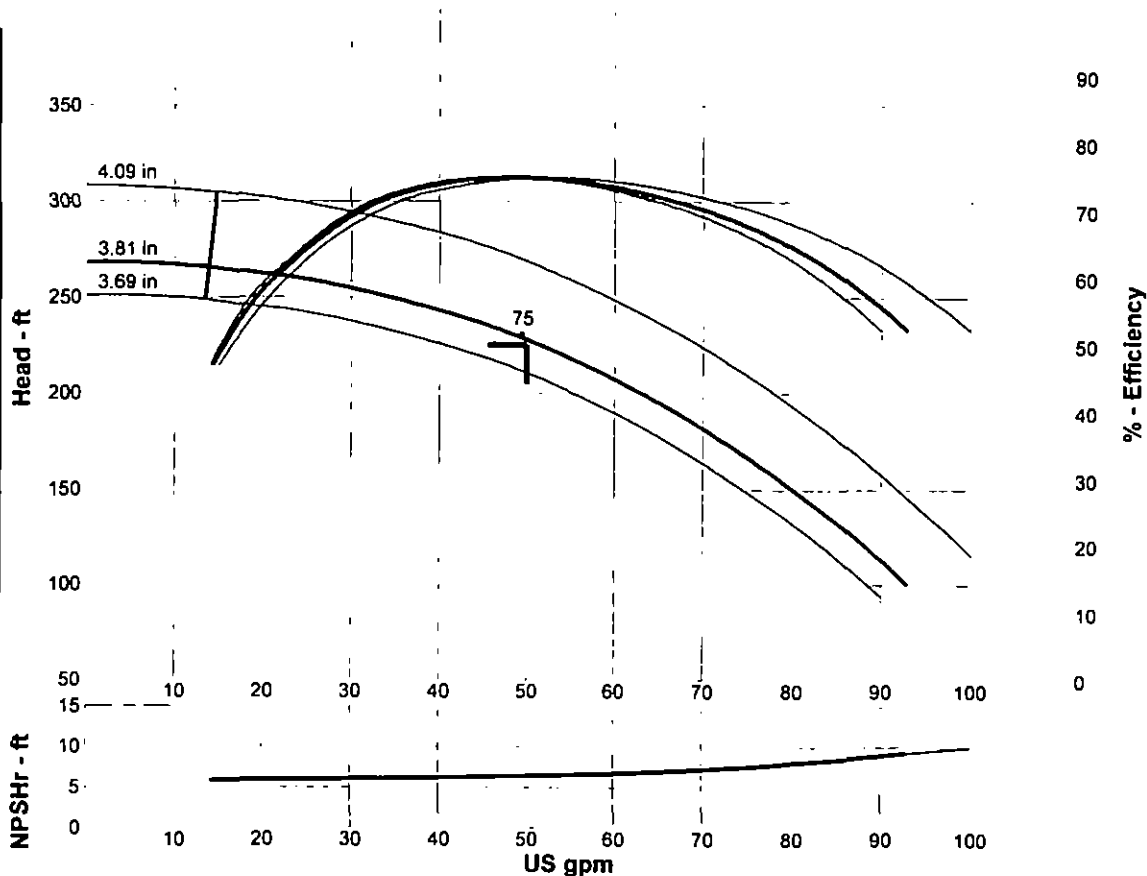
Flow: 50 US gpm
Head: 228 ft
Eff: 75%
Power: 3.83 hp
NPSHr: 6.44 ft

— Design Curve —

Shutoff head: 268 ft
Shutoff dP: 118 psi
Min flow: 13.9 US gpm
BEP: 75% @ 49.5 US gpm
NOL power: 4.69 hp @ 83.7 US gpm

— Max Curve —

Max power: 5.79 hp @ 90 US gpm



UNLESS OTHERWISE SPECIFIED: [1] PUMP LIMITS AND PERFORMANCE BASED ON STANDARD MATERIALS. [2] PERFORMANCE MEETS HI 14.6-2011 GRADE 1B TOLERANCES AT THE RATED CONDITION WITHIN THE SELECTION WINDOW. [3] NPSHR AT 1ST STAGE IMPELLER CENTERLINE.

Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
60	3540	207	73	4.26	6.76
50	3540	228	75	3.83	6.44
40	3540	243	74	3.32	6.22
30	3540	254	69	2.79	6.07
20	3540	262	58	2.28	5.95



QUOTATION

7706 NORTH 71ST AVENUE
Glendale, AZ 85303

QUOTATION CLARIFICATIONS: Q-100414

QUOTE IS BASED ON HDR INC EARLY PROCUREMENT SPECIFICATION; SECTION 11072, 16220

*** COMMENTS AND CLARIFICATIONS ***

SECTION 11072

1.2.E - FIELD TESTS BY HMS

3.1.A - 20HP 3600RPM MOTOR QUOTED

3.2 - INSTALLATION BY OTHERS

3.3 - FIELD QUALITY CONTROL SECTION 11060 NOT PROVIDED OR REVIEWED NOT PART OF QUOTE

* Smaller 50GPM pump is being quoted as a 3600RPM selection vs. 1800RPM



TERMS AND CONDITIONS OF SALE

The following general Terms and Conditions of Sale (the "Terms") are applicable to the provision of all goods supplied and/or services rendered ("Goods") by National Pump Company ("Seller") to any purchaser thereof ("Buyer").

1. **GENERAL.** These Terms, together with any quotation, proposal, acknowledgement or invoice from Seller, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by Seller to Buyer, unless otherwise agreed by Seller in writing. These Terms supersede all other communications, negotiations, and all prior oral or written statements, regarding the subject matter hereof.

If an order for Goods ("Order") is deemed to be an offer by Buyer, then Seller's acceptance of such offer is expressly conditioned on Buyer's assent to the Terms. Any additional, different or conflicting terms proposed by Buyer in any Order, acceptance, confirmation, specifications or otherwise are hereby rejected and objected to by Seller and will not be binding in any way on Seller. Seller reserves the right in its sole discretion to refuse Orders.

2. **WARRANTY; LIMITATION OF REMEDY.** Seller warrants that its manufactured Goods are free from defects in workmanship and meet Seller's specifications at the time of shipment (under the conditions of proper storage and installation, normal use, and regular service and maintenance) for a period of 12 months from the date of shipment of the goods by Seller or 18 months from the date of manufacture of the goods by Seller, whichever occurs sooner. All claims under this warranty with respect to any Goods must be made in writing and delivered to Seller within 30 days after the defect is discovered (or should have been discovered).

Seller's obligation under this warranty is expressly limited to replacing or repairing, free of charge, F.O.B. point of manufacture, any defective part of its manufactured Goods; however, Seller shall have no liability except where it is shown to the satisfaction of Seller that the defect resulted from breach of this warranty. All parts claimed defective must be delivered to Seller, freight or express prepaid, unless otherwise agreed by Seller in writing.

Seller's warranty does not cover those parts of its manufactured Goods that are not manufactured by Seller except to the extent that the seller of such parts extended its warranty to Seller as the purchaser of such parts.

SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED

AND/OR MANUFACTURED BY SELLER FOR BUYER'S PURPOSE OR USE.

IT IS EXPRESSLY AGREED THAT THE ABOVE STATES BUYER'S EXCLUSIVE REMEDY for any breach of warranty and for any claim for personal injury, property damage or commercial loss, whether sounding in contract, tort, strict liability or negligence based on any defect in such Goods.

3. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE, WHETHER BY WAY OF INDEMNITY OR BREACH OF CONTRACT OR STATUTORY DUTY OR REASON OF TORT, FOR ANY LIQUIDATED, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSS OF PROFIT, SAVINGS, REVENUE, INCOME, BUSINESS, PRODUCTION, OPPORTUNITY OR REPUTATION ARISING OUT OF OR RELATED TO THE ORDER OR THE GOODS WHETHER FORESEEABLE OR UNFORESEEABLE OR KNOWN OR UNKNOWN. The foregoing limitation of liability shall be effective without regard to Seller's acts or omissions or negligence or strict liability in performance or non-performance hereunder.

Except as otherwise provided by law, in no event shall Seller's liability under any Order or these Terms exceed the amount paid by Buyer under such related Order.

4. **DELIVERY; LIMITATION OF LIABILITY AND REMEDY.** Unless otherwise specified on any Order or as agreed by Seller in writing, all shipments are F.O.B. Seller's plant and all risk of loss with respect to any Goods shipped shall pass to Buyer when such Goods are delivered to the carrier at Seller's plant. Shipping dates are approximate and are based upon the prompt receipt of all necessary information. Seller shall not be liable for damages or delays in delivery or failure to manufacture or deliver due, directly or indirectly, to (a) causes beyond its reasonable control; (b) acts of God, acts of Buyer, acts of any civil or military authority, fires, labor disputes, earthquakes, floods or other weather conditions, accidents, epidemics, wars, riots or other civil disturbances, or delays in transportation; or (c) delays or defaults by Seller's suppliers or subcontractors or other inability to obtain necessary labor, fuel, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

Delivery dates cannot be altered by Buyer without Seller's written consent. Any extension of the delivery date by Buyer will be subject to storage charges as determined by



Seller, interest charges as set forth below, and any applicable price increases.

Goods produced by Seller in compliance with the Order requirements which cannot be shipped solely due to missing information from Buyer, including but not limited to carrier arrangements, will be charged an additional 10% of the Order value within 5 business days after Seller notifies Buyer of same.

5. **PRICE AND PAYMENT.** The price of Goods sold shall be Seller's price in effect for such Goods on the date of shipment of such Goods. Unless otherwise agreed by Seller in writing, prices quoted do not include freight, insurance, installation costs, special packaging or any sales, use, excise, VAT or similar taxes. Taxes imposed by any federal, state, county, city or municipal law on the Goods will be added to the invoice unless a fully completed and executed tax exemption certificate is received by Seller with the Order. Unless otherwise agreed by Seller in writing, payment terms are net thirty (30) days from the date of Seller's invoice in U.S. dollars. BUYER SHALL PAY A LATE CHARGE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH ON ALL AMOUNTS NOT PAID WHEN DUE. Buyer waives its right to set-off against claims it may have against Seller and acknowledges that it may not suspend its payment obligations to Seller.

Seller reserves the right to withhold shipment or to require other adequate assurances of performance of Buyer's payment obligations as Seller in its discretion may require, notwithstanding any Order confirmation issued by Seller. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

6. **SECURITY INTEREST.** Buyer hereby grants Seller a security interest in and a lien upon all Goods sold to Buyer by Seller and the proceeds therefor (including any insurance proceeds), which security interest shall continue until all such Goods are fully paid for in immediately available funds. Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. Buyer shall have no right to sell, encumber or dispose of the Goods until Seller receives full payment for such Goods.

7. **CANCELLATION; RETURN OF GOODS.** Buyer may not cancel any Order except upon reasonable advance written notice and upon payment to Seller of Seller's cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the cancellation notice including, but not limited to, all commitments to its suppliers and subcontractors, all fully burdened labor and overhead expended by Seller, and a reasonable profit charge. Seller's determination of such cancellation fee shall be conclusive.

Return of Goods shall be in accordance with Seller's most current return authorization process and shall be subject to a minimum fifteen percent (15%) restocking fee.

8. **SUBSTITUTION.** Seller reserves the right to substitute materials and/or modify specifications of an Order to the extent required to comply with any governmental law or regulation.

9. **AMENDMENTS; CHANGES.** The Terms may be amended, modified or waived only as agreed by Seller and Buyer in writing. No changes to an Order may be made by Buyer unless approved by Seller in writing.

10. **FAIR LABOR STANDARDS.** Seller represents that any Goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

11. **EXPORT REGULATIONS.** The marketing, sale, use, export and release of the Goods are subject to applicable export laws and regulations of the United States and other countries. Buyer agrees to comply with all such applicable laws and regulations, including without limitation, U.S. Export Administration Regulations, regulations of the U.S. Office of Foreign Asset Control, the U.S. Foreign Corrupt Practices Act and comparable laws and regulations of other countries. Buyer shall be responsible for any breach of this Section.

12. **GOVERNING LAW.** These Terms and any Order hereunder shall be construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. Any dispute arising hereunder shall be resolved in the federal or state courts of the State of Ohio, as applicable. The rights and obligations of Seller and Buyer shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

13. **WAIVER OF JURY TRIAL. EACH OF SELLER AND BUYER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ORDER HEREUNDER.**

14. **MISCELLANEOUS.** The section titles in these Terms are for reference only and shall not limit or restrict the interpretation or construction of the Terms. Seller's failure to insist, in any one or more instances, upon Buyer's performance of any of the Terms, or to exercise any rights conferred by the Terms, shall not constitute a waiver of any such right to insist upon such performance or exercise such rights in the future. The partial or complete invalidity of any one or more provisions of these Terms shall not affect the validity or continuing force and effect of any other provision.



7706 NORTH 71ST AVENUE
Glendale, AZ 85303

QUOTATION

Quote Prepared by: **MICHAEL BAIRD**

MichaelB@natlpump.com

www.nationalpumpcompany.com

623-979-3560

NATIONAL PUMP COMPANY CONTACTS

ARIZONA

7706 North 71st Ave.
Glendale, AZ 85303

Toll free: (800) 966-5240

Phone: (623) 979-3560

Fax: (623) 979-2177

BRANCH

Customer Service Manager
Inside Sales / Customer Service
Inside Sales / Customer Service
Inside Sales / Customer Service

Michael Baird
Tanya Coffman
Michael Larson
Kenric Freiwald

MichaelB@natlpump.com
TanyaC@natlpump.com
Michael.Larson@natlpump.com
kenric.freiwald@natlpump.com

SALES

Territory Sales Manager
Territory Sales Manager

Dennis Lund
Fred Tregaskes

DennisL@natlpump.com
FredT@natlpump.com

EXPORT

Sales Manager/International
Sales Manager/South America
Sales Manager/Asia Pacific

Richard Bowie
Wilfredo Vicencio
Gary Chee

RichardB@natlpump.com
WilfredoV@natlpump.com
nationalpump@singnet.com.sg

OPERATIONS

Branch Manager

Andrew Dewar

AndrewD@natlpump.com



RENTAL - SALES - SERVICE

9229 S Hardy Drive Tempe, AZ 85248
Ph: 480-626-5257 Email: Sales@cpepumps.com

QUOTATION

Date 10/28/20

Hunter Contracting

Re: City of Scottsdale – Bell Sports Complex

Capital Pump & Equipment is pleased to provide the following quote for the above referenced project. Our quote is for the equipment only - installation is not included in the pricing but is available upon request.

SW12M-3 Stage Pump Assembly.....\$69,200.00 Each

PROJECT NAME: CITY OF SCOTTSDALE - BELL BALLPARK BOOSTERS.
COS: 650GPM@225TDH, 50HP, 1770RPM, INVERTER DUTY
SUMP DEPTH: 324"(27") - TPL: 320"

PRODUCT LUBE BOWL ASSEMBLY:

- 3 STAGE SW12M PRODUCT LUBE BOWL ASSEMBLY
~ TRIM TO CONDITIONS / BALANCED IMPELLERS
- TOP BOWL FLANGE DISCHARGE CASE
- INTEGRAL SUCTION BELL, 11-3/8" FULL DIAMETER
- 1-11/16" 416SS BOWL SHAFT, 1-1/4" 10TPI, 10" STICK UP
- CAST IRON PORCELAIN ENAMEL LINED BOWLS WITH 316SS BOWL WEAR RINGS,
- C95500 NICKLE ALUMINUM BRONZE IMPELLERS, 304SS COLLETS, 316SS BOLTING
- 11-3/8" 304SS BASKET STRAINER W/VORTEX SUPPRESSOR

PRODUCT LUBE COLUMN & SHAFT ASSEMBLY: TO MAKE UP 320" TPL.

- 1-1/4" 416SS LINESHAFT WITH 1-1/4" 316SS COUPLINGS & 1-1/2" 304SS SLEEVE
- 8" A53B FLANGED COLUMN PIPE
- 1-1/2" X 8" 304SS DROP-IN SPIDER WITH RUBBER INSERTS

PRODUCT LUBE DISCHARGE HEAD ASSEMBLY:

- SL-8 FABRICATED A53B "F" PRODUCT LUBE DISCHARGE HEAD
- 8" 150# ANSI DISCHARGE FLANGE
- 16.5" BD
- SAFETY GUARDS
- MECHANICAL SEAL GLAND ASSEMBLY FOR 1-1/4" SHAFT
- CHESTERTON 155 MECHANICAL SEAL FOR 1-1/4" SHAFT
- 1-1/4" 416SS MOTOR SHAFT KIT
- FP-10C FABRICATED A53B FOUNDATION/SOLE PLATE

NONWITNESSED, CERTIFIED, PERFORMANCE, BOWL, TEST

- HI 14.6 GRADE 1U



RENTAL - SALES - SERVICE

9229 S Hardy Drive Tempe, AZ 85248
Ph: 480-626-5257 Email: Sales@cpepumps.com

NONWITNESSED, HYDRO, TEST

- BOWLS, COLUMN & DISCHARGE HEAD
2 X CONDITIONS OR 1.5 X SHUTOFF, WHICHEVER IS GREATER
SIMFLO STANDARD ANALYTICAL (NON FEA) LATERAL & TORSIONAL CRITICAL
SPEED ANALYSIS. COMBINED MOTOR & DISCHARGE HEAD FEA REED CRITICAL
FREQUENCY ANALYSIS USING SUPPLIED MOTOR MANUFACTURE CRITICAL
FREQUENCY DATA.

- SIMFLO ENGINEERING - FEA LEVEL 2

SPARE PARTS:

- (2) SW12M C95500 NICKLE ALUMINUM BRONZE IMPELLERS.
- (1) COMPLETE SET OF 316SS BOWL WEAR RINGS.
- (1) COMPLETE SET OF BOWL BEARINGS/BUSHING.
- (1) COMPLETE SET OF 1-11/16" 304SS COLLETS/TAPER LOCKS.
- (1) COMPLETE SET OF 1-1/4" X 1-1/2" X 6-1/2" 304SS SLEEVE.
- (1) COMPLETE SET OF 1-1/2" RUBBER INSERTS(SPIDERS).
- (1) COMPLETE SET ALL GASKETS & O-RINGS.
- (1) COMPLETE MECHANICAL SEAL GLAND ASSEMBLY FOR 1-1/4" SHAFT.
- (1) CHESTERTON 155 MECHANICAL SEAL FOR 1-1/4" SHAFT.

SP5XL-17 Stage Pump Assembly.....\$76,000.00 Each

PROJECT NAME: CITY OF SCOTTSDALE - BELL BALLPARK BOOSTERS.

COS: 50GPM@225TDH, 10HP, 1770RPM, INVERTER DUTY

SUMP DEPTH: 324"(27') - TPL: 320"

PRODUCT LUBE BOWL ASSEMBLY:

- 17 STAGE SP5XL PRODUCT LUBE BOWL ASSEMBLY
~ TRIM TO CONDITIONS / BALANCED IMPELLERS
- 4" BUTT THREAD DISCHARGE CASE
- BUTT THREAD X FLANGE ADAPTER
- INTEGRAL SUCTION BELL, 8" FULL DIAMETER
- 7/8" 416SS BOWL SHAFT, 1" 10TPI, 10" STICK UP
- CAST IRON PORCELAIN ENAMEL LINED BOWLS WITH 316SS BOWL WEAR RINGS,
- 316SS IMPELLERS, 304SS COLLETS, THREAD BOWL ASSEMBLY
- 11-3/8" 304SS BASKET STRAINER W/VORTEX SUPPRESSOR

PRODUCT LUBE COLUMN & SHAFT ASSEMBLY: TO MAKE UP 320" TPL.

- 1" 416SS LINESHAFT WITH 1" 316SS COUPLINGS & 1-1/4" 304SS SLEEVE
- 4" A53B FLANGED COLUMN PIPE
- 1-1/4" X 8" 304SS DROP-IN SPIDER WITH RUBBER INSERTS

PRODUCT LUBE DISCHARGE HEAD ASSEMBLY:

- SL-4 FABRICATED A53B "F" PRODUCT LUBE DISCHARGE HEAD



RENTAL - SALES - SERVICE

9229 S Hardy Drive Tempe, AZ 85248
Ph: 480-626-5257 Email: Sales@cpepumps.com

- 4" 150# ANSI DISCHARGE FLANGE
- 10" BD
- SAFETY GUARDS
- MECHANICAL SEAL GLAND ASSEMBLY FOR 1" SHAFT
- CHESTERTON 155 MECHANICAL SEAL FOR 1" SHAFT
- 1" 416SS MOTOR SHAFT KIT
- FP-4 FABRICATED A53B FOUNDATION/SOLE PLATE
- NONWITNESSED, CERTIFIED, PERFORMANCE, BOWL, TEST
- HI 14.6 GRADE 1U
- NONWITNESSED, HYDRO, TEST
- BOWLS, COLUMN & DISCHARGE HEAD
- 2 X CONDITIONS OR 1.5 X SHUTOFF, WHICHEVER IS GREATER
- SIMFLO STANDARD ANALYTICAL (NON FEA) LATERAL & TORSIONAL CRITICAL SPEED ANALYSIS. COMBINED MOTOR & DISCHARGE HEAD FEA REED CRITICAL FREQUENCY ANALYSIS USING SUPPLIED MOTOR MANUFACTURE CRITICAL FREQUENCY DATA.
- SIMFLO ENGINEERING - FEA LEVEL 2
- SPARE PARTS:
 - (2) SP5XL 316SS IMPELLERS.
 - (1) COMPLETE SET OF 316SS BOWL WEAR RINGS.
 - (1) COMPLETE SET OF BOWL BEARINGS/BUSHING.
 - (1) COMPLETE SET OF 7/8" 304SS COLLETS/TAPER LOCKS.
 - (1) COMPLETE SET OF 1" X 1-1/4" X 6" 304SS SLEEVE.
 - (1) COMPLETE SET OF 1-1/4" RUBBER INSERTS(SPIDERS).
 - (1) COMPLETE SET ALL GASKETS & O-RINGS.
 - (1) COMPLETE MECHANICAL SEAL GLAND ASSEMBLY FOR 1" SHAFT.
 - (1) CHESTERTON 155 MECHANICAL SEAL FOR 1" SHAFT.

LEAD TIME / SHIPMENT:

SUBMITTALS: 3-4 WKS

14-16 WKS, ESTIMATED. LEAD TIME WILL BE DETERMINED ON RECEIVED PO, COMPLETE RELEASE TO PRODUCTION FROM 100% APPROVED SUBMITTALS, INTERNAL ENGINEER REVIEW AND CONTRACT APPROVAL. IN RESPONSE TO THE COVID-19 OUTBREAK AND THE IMPACT ON DOMESTIC SUPPLY CHAINS. SIMFLO IS UNABLE TO GUARANTEE ANY CURRENT OR PREVIOUSLY QUOTED LEAD TIMES. WE WILL WORK DILIGENTLY TO RESPOND AS QUICKLY AS POSSIBLE TO ANY CURRENT OR FUTURE ORDERS IN OUR PRODUCTION FACILITIES. PRICE IS FIRM. PROVIDED ALL PROPOSED ITEMS ARE PURCHASED.

PLEASE SEE CLARIFICATION PAGE FOR DESCRIPTION AND ADDER.



RENTAL - SALES - SERVICE

9229 S Hardy Drive Tempe, AZ 85248
Ph: 480-626-5257 Email: Sales@cpepumps.com

SECTION 11072. PUMPING EQUIPMENT: VERTICCAL TURBINE (LINE SHAFT).

1.2.D.1. CLARIFICATION, SIMFLO WILL FACTORY TEST THE BOWL ASSEMBLY ONLY. WITNESS TESTING OF THE BOWL ONLY IS ACCEPTABLE. SIMFLO WILL REQUEST WITNESS TESTING FROM NIDEC.

1.2.D.3. NIDEC TO CLARIFY.

1.2.E. SHALL BE THE SOLE RESPONSIBILITY OF OTHERS. IF SIMFLO IS REQUIRED TO BE ON SITE FOR ANY REASON PLEASE SEE BELOW CLARIFICATION PAGE FOR DESRIPTION AND ADDERS TO APPLY.

1.3.D. SHALL BE THE SOLE RESPONSIBILITY OF OTHERS.

1.3.F. CLARIFICATION, SIMFLO WILL PROVIDE SIMFLO STANDARD O&M MANUEL.

1.3.G. SEE 1.3.F. ALL OTHER REQUIREMENTS SHALL BE THE SOLE RESPONSIBILITY OF OTHERS.

2.1.A. SIMFLO TO BE APPROVED EQUAL.

2.1.B. EXCEPTION, SIMFLO WILL PROVIDED SIMFLO STANDARD COUPLINGS. IF SPECIFIED COUPLINGS

ARE REQUIRED IT WILL BE THE SOLE RESPONSIBILITY OF OTHERS.

2.2.B. EXCEPTION TO ENTIRETY, NPSHA NOT PROVIDED.

2.2.I. ALL SPECIFIED CRATING & STENCING SHALL BE THE SOLE RESPONSIBILITY OF OTHERS.

2.2.J. NIDEC TO CLARIFY.

2.3. SHALL BE THE SOLE RESPONSIBILITY OF OTHERS.

2.4.B.4&5. EXCEPTION / CLARIFICATION. SIMFLO WILL PROVIDE A TNEMEC 141 EPOXY COATING TO THE OD/ID OF THE FLANGED COLUMN PIPE, COATING WILL BE 15 MILS THICK.

2.4.C.5. SIMFLO WILL PROVIDE THE TOP & BOTTOM BEARINGS WITH 5' BEARING SPACING.

INTERMEDIATE COLUMN WILL BE 10' BEARING SPACING. BEARING RETAINERS WILL BE 304SS DROP-IN.

2.4.E. EXCEPTION, SIMFLO WILL PROVIDE SIMFLO STANDARD SUCTION BEARING THAT MEETS ALL HI REQUIREMENTS.

2.4.F. EXCEPTON TO ENTIRETY. THIS IS AN PRODUCT LUBE OPEN LINESHAFT APPLICATION WITH FLANGED COLUMN PIPE. SIMFLO WILL PROVIDE A TOP BOWL FLANGE DISCHARGE CASE THAT WILL BOLT TO THE BOTTOM COLUMN PIPE.

2.4.G.2. CLARIFICATION, SIMFLO IMPELLERS WILL BE C95500 NICKLE ALUMINUM BRONZE.

3.1.A. EXCEPTION, MECHANICAL SEAL SHALL BE A CHESTERTON 155.

3.2. SEE 1.2.E.

3.3. SHALL BE THE SOLE RESPONSIBILITY OF OTHERS.

SIMFLO QUOTE ABOVE APPLICATION FROM SECTION 11072. SIMFLO TAKES EXCEPTION TO ALL SPECIFICATION RELATED TO THIS APPLICATION. SIMFLO WILL ONLY PROVIDE ABOVE LISTED EQUIPMENT THAT IS STATED IN QUOTE. IF IT IS NOT STATED IT IS NOT PROVIDED BY SIMFLO AND WILL BE THE SOLE RESPONSIBILITY OF OTHERS.



RENTAL - SALES - SERVICE

9229 S Hardy Drive Tempe, AZ 85248
Ph: 480-626-5257 Email: Sales@cpepumps.com

QUOTATION CLARIFICATIONS & EXCEPTIONS

OPTIONS:

CLARIFICATIONS:

1. All anchor bolts, gauges, valves, controls, lubricants, electrical cabling/connections, and field services are not included, unless specifically listed in quotation.
2. Quote is inclusive only of specifications & drawings provided to SIMFLO.
3. Coating is SIMFLO's standard machinery enamel, unless an optional coating system is specifically listed in the quotation.
4. The pump & driver vibration limits shall be guaranteed to meet the Hydraulic Institute standards. If a more refined balanced is specified or requested, field balancing may obtain the desired results, which shall be provided by and be the responsibility of others.
5. Warranty shall be SIMFLO's standard unless otherwise specified in the quotation or agreed to by SIMFLO and customer. SIMFLO shall be obligated to supply parts and factory labor only. All field services and transportation shall be provided by and be the responsibility of others. Please see below for SIMFLO standard warranty.
 - A. All equipment SIMFLO manufactures is guaranteed against defective workmanship or material for a period of eighteen (18) months after date of shipment from SIMFLO's plants, one (1) year from start-up whichever occurs first.
 - B. If the purchaser claims the equipment or parts are defective within the period stated above, the purchaser shall notify SIMFLO in writing immediately to allow SIMFLO or its agent to inspect the claimed defect or issue shipping instructions for return of the part(s) to our plant.
 - C. In the event the equipment or part(s) is found defective, SIMFLO shall correct the defect(s) by repair or replacement, at SIMFLO's option.
 - D. The liability of the company arising out of supplying said equipment, or its use, weather on warranties or otherwise, shall not in any case exceed the cost of correcting the defects in our factory. Pulling setting and freight cost are not covered by warranty. Upon the expiration of the warranty period, all liability shall terminate
 - E. SIMFLO assumes no liability for damages or expenses of any character including those arising out of the installation, use or resale of such equipment.
 - F. Equipment and accessories not manufactured by SIMFLO are warranted only to the extent of the original equipment manufacturer's warranty.
1. Due to the extreme market volatility of raw materials, pricing is good for only thirty (30) days. Note: All prices are subject to escalation until SIMFLO receives an acceptable purchase order and SIMFLO has received all necessary information and approvals to release to production. SIMFLO has tried to anticipate and incorporate into the pricing short term increases. SIMFLO will do its very best to honor above listed price. However, before accepting an order from your customer, please contact SIMFLO to verify current price.
2. Estimated shipment / production times are valid only after receipt and acceptance of an approved purchase order, established and agreement on payment terms, and approval of all necessary drawings and data. Please note that the production time given is based on current factory workload, subject to change daily. Times are also based on current market availability, which is subject to prior sale. If the production time is a critical issue, please contact SIMFLO within one week of the expected purchase date for a confirmation.



RENTAL - SALES - SERVICE

9229 S Hardy Drive Tempe, AZ 85248
Ph: 480-626-5257 Email: Sales@cpepumps.com

3. Freight charges are not included unless otherwise specifically noted on quotation.
4. Any testing or product that is not specifically listed in the above quote is not included in price. If anything, else is requested to be quoted a requote will need to be requested.

SPECIFICATION AND CLARIFICATION AND EXCEPTION FOR VIBRATION ANALYSIS:

1. SIMFLO will provide the Standard Manufacturer (SIMFLO) Lateral and Torsional Analysis with Critical speed calculations. If a higher or additional analysis is required by the owner / end user / specification, analysis shall be arranged by others unless other arrangements have been made with SIMFLO in writing. SIMFLO will supply information requested by the third parties at the prearrangement of supplier. Any recommended changes to equipment by third party shall be considered a change order to any previously agreed upon price and or contract, and all associated cost incurred will be responsibility of equipment purchaser or contractor.

Clarifications:

1. Installation is by others
2. All anchors, gauges, controls or other apparatuses by others and not included
3. Capital Pump and Equipment standard insurance to apply
4. Prices valid for 30 days

Please let me know if you have any questions or require any additional information.

Thank you,

Willaim Swartz
Capital Pump & Equipment
9229 S Hardy Drive
Tempe, AZ 85284

wswartz@cpepumps.com



Golden Harvest, Inc.

Golden Gates™



Phone: 360-757-4334
 Fax: 360-757-1135
 Email: sales@goldenharvestinc.com
QUOTATION #20-1056

Post Office Box 287
 Burlington, WA 98233
 Web: www.goldenharvestinc.com
Page 1 of 1

CONTACT: Joshua McGaughey @ 1-800-338-6238

PLEASE RESPOND TO:

GOBLE SAMPSON AND ASSOCIATES, INC
 1745 S. Alma School Road, Suite 275
 Mesa, AZ 85210

ATTN:

John Deogracias
ideogracias@roblesampson.com

PHONE: 480 969-3667
 FAX: 480 969-4096

DATE: October 27TH 2020
QUOTE EXPIRES: 30 days
JOB: Villa Monterey Open Space Park
 Scottsdale, AZ
BID DATE: October 28, 2020 12:00 PM MST
ENGINEERS: Municipal Services Department
 Sateesh Nabar
PHONE:
FOB: FACTORY (Full Freight Allowed)
SHIPPING NOTE: Split shipments available. REQUEST QUOTE.
TERMS: Net 30
SUBMITTALS: 2-4 weeks following receipt of order.
SHIPMENT: 12-18 weeks following submittal approval.
ADDENDA REC'D: ADD01

ALUMINUM SCOPE

SPECIFICATION: N/A						
#	LOCATION	GATE	SIZE	TYPE	QTY	TOTAL
1	WET WELL	SG-1	20" x 19"	MODEL GH-40 ALUMINUM SLIDE GATE. NON SELF CONTAINED WALL MOUNTED FRAME. UHMW SEATS. J-BULB SEALS. TYPE 304 STAINLESS STEEL STEM WITH COLD ROLLED THREADS, UHMW STEM GUIDE BUSHINGS. YOKE MOUNTED HANDWHEEL OPERATOR. CLEAR BUTYRATE STEM COVER WITH MYLAR STRIP INDICATOR. STOP NUTS. ANCHOR BOLTS.	1	
ALUMINUM OPTION TOTAL:					1	\$9,250

NOTES:

- 1) No provision for factory service is made. A factory service representative is available for \$1000 for the first day and \$750 per day thereafter plus actual travel and maintenance expenses. REQUEST SHOULD BE MADE 21 DAYS BEFORE SERVICE REPRESENTATIVE IS REQUIRED

1. Stainless steel anchor bolts are included for concrete mounted frames.
 2. Epoxy adhesive by contractor.

3. SALES TAX NOT INCLUDED IN PRICE.
 4. Mill finish on stainless/aluminum surfaces.

Suzanne Jung

From: Lisa Snyders <lisa@chcwater.com>
Sent: Wednesday, October 28, 2020 7:40 AM
To: Suzanne Jung
Cc: Michael Rivera
Subject: Re: Scottsdale Bell Park - Whipps Gate

EXTERNAL EMAIL

FYI - That price is for stainless. Add \$300 for the aluminum option.

Thanks,

Lisa Snyders, P.E.
The Coombs Hopkins Company
602.339.8070
lisa@chcwater.com

From: Lisa Snyders <lisa@chcwater.com>
Date: Wednesday, October 28, 2020 at 7:38 AM
To: Suzanne Jung <suzanne.jung@huntercontracting.com>
Cc: Michael Rivera <michael.rivera@huntercontracting.com>
Subject: Re: Scottsdale Bell Park - Whipps Gate

Suzanne,

We can't really qualify the delta because the head on the gate was not called out. Do you know what it is? We assumed the maximum height possible (to the top of the wall) which is unlikely that water will ever get that high. But it's conservative to be safe and anything less is fine.

The cost for the gate is \$9,605.

You can add \$1,000 per day for field service because I can get my local guy to come do any startup that is needed.

Let me know if there are any last minute questions.

Thanks,

Lisa Snyders, P.E.
The Coombs Hopkins Company
602.339.8070
lisa@chcwater.com

From: Suzanne Jung <suzanne.jung@huntercontracting.com>
Date: Tuesday, October 27, 2020 at 5:04 PM
To: Lisa Snyders <lisa@chcwater.com>
Subject: RE: Scottsdale Bell Park - Whipps Gate

Please see below and send pricing as soon as you can get it. Thank you.

Suzanne Jung

Project Engineer

Hunter Contracting Co.

D (480) 503-7487

C (480) 352-2302

suzanne.jung@huntercontracting.com

720 N. Cooper Rd. | Gilbert, AZ 85233

www.huntercontracting.com



CONFIDENTIAL COMMUNICATION: Emails and attachments from Hunter Contracting Co. may contain privileged and/or confidential information intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please delete this email and all attachments and notify our offices by calling (480) 892-0521. Thank you.

License AZ: ROC070961, ROC067542, ROC 075851, ROC023057 | HDL AZ License: ROC192564

Hunter Contracting Co. | © 2020 | www.huntercontracting.com

From: Lisa Snyders <lisa@chcwater.com>
Sent: Tuesday, October 27, 2020 9:13 AM
To: Suzanne Jung <suzanne.jung@huntercontracting.com>
Subject: Scottsdale Bell Park - Whipps Gate

EXTERNAL EMAIL

Suzanne,

The quote from Whipps is attached. Please review and let me know if all looks good before I prepare pricing. Couple comments:

1. Aluminum gates are designed for 0.1gpm leakage standard per AWWA C562. Stainless steel is designed for 0.05 gpm, which is half of the standard per AWWA C561. **This is a good standard to follow**
2. The head on the gate is not called out. We used the distance from the invert of the opening to the top of wall to be conservative. **Please qualify the Delta.**
3. Drawing E-69140 calls out gate size to be 20" x 19". Drawing 5-103 calls out an 18" opening. We quoted 20" x 20" to be conservative. **This is a good assumption**

Thank you,

Lisa Snyders, P.E.

The Coombs Hopkins Company

668 North 44th Street, Suite 251

Phoenix, AZ 85008

lisa@chcwater.com

Cell: 602.339.8070



This electronic message is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, and exempt from disclosure under applicable laws. If the reader of this message is not the intended recipient, employee, or agent responsible for delivering this transmittal to the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, or copying of this electronic document or the taking of any action in reliance of this information, is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or by replying to the above email address. Thank you.



Please make your PO out to
 NISCOwater
 4670 S Ash Ave, Suite 103
 Tempe, Arizona 85282

QUOTATION

Date: October 27th 2020
 Proposal #: 102720
 Revision:

To: Suzanne Jung
 Hunter Contracting

Job Name: Bell Offsite Water System
 Engineer:
 Design Stage: 100
 Submittal Lead Time: 3-4 weeks
 Equipment Lead Time: see below

Subversion	Cell Phone	E-Mail		Price Valid	FDS	Freight
Suzan Oreshkov	480.415.7846	suzan.oreshkov@niscowater.com		60 Days	Factory	Included
Line Item	Description	Tag Number	Lead Time	Quantity	Unit Price	Total Price
1	OPTION 1 - 304 SS Fontaine-Aquinox Series 20 Slide Gate Model: 204-P1B-20x20-B-CW-20 Dimensions: 20in x 20in Design Pressure (On/Off): 20,0ft/20,0ft Installation depth: 19,75ft Open frame, Single Rising Stem Mounting: Face of Wall Material: 304L stainless steel Operator: Pedestal mounted handwheel Anchors not included (Dia.: 0,50in, Qty=24) Certification: AWWA C561-14		10-12 weeks	1	\$ 4,479.93	\$ 4,479.93
2	OPTION 2 - 316 SS Fontaine-Aquinox Series 20 Slide Gate Model: 204-P1B-20x20-A-CW-20 Dimensions: 20in x 20in Design Pressure (On/Off): 20,0ft/20,0ft Installation depth: 19,75ft Open frame, Single Rising Stem Mounting: Face of Wall Material: 316L stainless steel Operator: Pedestal mounted handwheel Anchors not included (Dia.: 0,50in, Qty=24) Certification: AWWA C561-14		10-12 weeks	1	\$ 4,678.28	\$ 4,678.28
3	OPTION 3 - 316SS Standard gate Fontaine-Aquinox Series 20 Slide Gate Model: 511-P1B-20x20-A-FB-20 Dimensions: 20in x 20in Design Pressure (On/Off): 20,0ft/20,0ft Installation depth: 19,75ft Open frame, Single Rising Stem Mounting: Face of Wall Material: 316L stainless steel Operator: Pedestal mounted handwheel Anchors not included (Dia.: 0,50in, Qty=24) Certification: AWWA C561-14		3-4 weeks	1	\$ 3,971.11	\$ 3,971.11
4	Freight Charges			1	\$ 462.00	\$ 462.00
TOTAL:						\$ 13,587.31

Any applicable Duties or Sales, Use, Excise or similar taxes will be added to the price and invoiced separately (unless acceptable exemption certificate is furnished)

The user, through its own analysis and testing, is solely responsible for making the final selection of products and systems and ensuring that all performance, safety and warning requirements of the application are met

Note that gates, stop logs and stop plate frames cannot be shipped 100% assembled and will require some field assembly. Stems need to be aligned, operators installed and long self contained gate frames (>10ft - 3m) assembled. This is part of gate installation and common to all manufacturers, per industry standards. Detailed instructions are available in our manual available online.

**MISCOWATER – TW ASSOCIATES
TERMS & CONDITIONS OF SALE**

1. ACCEPTANCE

When the Buyer signifies acceptance of this quotation by submission of a Purchase Order or signed MISCOWATER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the Seller (MISCOWATER). Any changes or amendments to this proposal made by the Buyer must have MISCOWATER's approval in writing to become a part of this contract.

2. DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by MISCOWATER for failure to ship or deliver on such dates. Unless otherwise directed, MISCOWATER shall have the right to make early or partial shipments and invoices covering the same to Buyer shall be due and payable in accordance with payment terms hereof. FOB shall be origin.

3. APPROVAL DRAWINGS

Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the Buyer's order. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing.

4. PAYMENT

Payment terms, upon credit approval, are Net 30 Days from the date of each invoice issued for each partial or final shipment. Flowdown provisions are not accepted. Retention is not allowed. In the event any payment becomes past due, a charge of 1.5% will be assessed monthly.

5. TAXES AND BONDS

Taxes and bonds are NOT included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice.

6. CLAIMS AND BACKCHARGES

Buyer agrees to examine all materials immediately upon delivery and report to Seller (MISCOWATER) in writing any defects or shortages noted no later than 10 days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will MISCOWATER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from MISCOWATER prior to the performance of any such work.

7. SECURITY INTEREST & TITLE

Until all amounts due MISCOWATER have been paid in full, Seller shall retain a security interest in the product and have all rights of a secured party under the California Uniform Commercial Code, including the right to repossess the product or equipment without legal process.

8. WARRANTY

MISCOWATER warrants that the product furnished will be free from defects in material and workmanship when installed, operated and maintained under design conditions and in accordance with the manufacturer's written instructions. Warranties will expire (18) months after shipment or twelve (12) months after start-up, whichever occurs first. Expandable items such as filter or scrubber media are excluded from this warranty.

THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES. SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT HEREIN. SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES, AND IN NO EVENT SHALL BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT PURCHASED ON THIS ORDER.

The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty, and, except for gross negligence and willful misconduct, the foregoing is Buyer's exclusive remedy against Seller for all claims arising hereunder or relating hereto. Buyer's failure to submit a timely claim as provided shall specifically waive all claims for damages or other relief.

9. CANCELLATION

Should this order be cancelled, Buyer shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order.

10. FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, supervision, operation and training are not included in our pricing of product.

11. COMPLETE AGREEMENT

These terms are intended by the parties as a final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course or prior dealings between the parties and no usages of the trade shall be relevant to supplement or explain any term used in this agreement. This agreement supersedes all prior representations and agreements with respect to the matters set forth herein and may be modified only by a written agreement to and signed by each of the parties.

MISCOWATER: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

S M Y T H INDUSTRIES

4010 E. Illinois St.
Tucson, AZ 85714
(520) 750-8719

November 5, 2020

To: Hunter Contracting
Attn: Mike Rivera
RE: **Bell Road Offsite Water Storage**
Hydropneumatic Tank System Cost Breakdown and Comparison.

Mr. Rivera,

Per your request, this memo outlines the cost breakdown of the Hydropneumatic Tank System for the Bell Road Offsite Water Storage project. Below, **Table 1, Cost Breakdown** includes the categories provided in your email requesting the cost breakdown with additional categories added to capture the cost of the mechanical appurtenances and air compressor. Your request for a cost comparison between a 1,500-gal vessel and a 5,000-gal vessel has also been incorporated into Table 1.

Please note that NACE inspection costs for shop coatings were excluded from our original scope of work. Smyth can provide NACE coating inspections for surface preparation and coating application for a cost of \$3,900. This price would remain the same for the 5,000-gal vessel option and the 1,500-gal vessel option.

Table 1, Cost Breakdown

Breakdown Description	5,000-gal Vessel Cost	1,500-gal Vessel Cost
Vessel Material	\$17,147	\$10,350
Mechanical Appurtenances	\$3,823	\$3,023
Compressed Air Delivery & Treatment	\$5,864	\$5,564
Design, Shop Drawings, Submittals, OM Manuals	\$10,800	\$10,800
Fabrication Labor	\$14,844	\$5,950
Coating Labor	\$7,072	\$4,675
Coating Materials & Consumables	\$5,422	\$2,535
ASME/National Board Cost	\$3,111	\$3,111
NACE Inspection Cost	N/A	N/A
Instrumentation Package	\$6,632	\$6,632
Control Panel	\$10,222	\$10,222
Shipping	\$1,977	\$1,200
Start-Up Services	\$2,726	\$2,726
Total	\$89,640	\$66,788

Smyth Industries appreciated the opportunity to partner with Hunter Contracting on this project. If you have any questions regarding our original scope proposal or this memo outlining the cost breakdowns, please contact us at your earliest convenience.

Respectfully,

Thomas A. Martinez, P.E.
President
Smyth Industries, Inc.



Hydro-Air Systems, Inc.

242 County Road 961, Riceville, TN 37370

Ph: (407) 905-8850

www.HydroAirDesign.com

Quotation

No. 10282020

October 27, 2020
 Ships 18-24 weeks after receipt
 of order and approved drawings
 FOB: Job Site

Attn: Estimating

Re: City of Scottsdale: Bell Road (Off-Site Water System)
 Hydropneumatic Tank System

Terms of payment:
 See Item V - 4

Item	Qty	Description
		We propose to furnish one Hydropneumatic Tank System, complete including the following equipment and services per our interpretation of Specification Sections 13250, and Addendum #1. (No Drawings Provided)
A	1	5,000 gallon Horizontal Hydropneumatic Pressure Tank 6'-0" dia. x 24'-0" Shell, designed and constructed from carbon steel to the ASME Code for a 200 psig working pressure and full vacuum with no corrosion allowance. Tank includes: (1) one 24" flanged manway, (2) two lifting lugs, (2) two 24" clearance support saddles, (1) one 4" 150# flange inlet / outlet, (1) one vortex breaker, (1) one 4" 150# flange drain, (8) eight 2" NPT or less threaded couplings. The interior is to be blasted and coated with (3) three coats of Tnemec Series N140 NSF 61 approved Polyamidoamine Epoxy (4.0-6.0 mils). The exterior is to be blasted and primed with with (1) one coat of Tnemec Series 91h2o Hydro-Zinc (4-6 mils) Notes & Exclusions: 1. The exterior finish coatings are to be applied in the field after installation by others. 2. This quotation includes the required P.E. Stamped steel tank support design / Seismic calculations 3. This quotation includes the tank anchor bolts per Seismic Design Calculations. 4. The tank is manufactured by Bulldog Steel Products, Clyde, Texas 5. The estimated tank shipping weight is 13,750 lbs
B	1	Tank drain Gate valve, American Flow Control Model AFC2504FFOL, 4" resilient wedge seat, non-rising stem, hand wheel, with (1) one stainless steel bolt and gasket kits.
C	1	Reotemp pressure gauge, Model PR40 4" dial, stainless steel case, liquid filled, 0-300 psi, 1/2" NPT bottom mount with 1/2" NPT stainless steel snubber and, 1/2" lead 316 stainless steel isolation ball valve and required 316 stainless steel fittings for a complete assembly.
D	1	Kunkle Model 6030HGM01-KM0175, 1-1/2" x 2" ASME approved safety relief valve, Bronze body with stainless steel trim nozzle and disc, metal seat with plain lever, set @ 175 psi.
E	1	Kunkle Model 911BHGM01AQE10, 1-1/2" x 2-1/2" ASME approved vacuum relief valve, all stainless steel construction, metal seat with threaded cap, set @ 10 hg.
F	1	GEMS Sensor, Warrick series probe holder model 3E5C, 3" NPT 316 stainless steel process connection rated at 250 psig @ 100° F, die-cast aluminum epoxy coated terminal housing, threaded probe style and five probes model 3R-4-C4, with a length of 48" (to be field cut to required length).
G	1	Probe Bottle, 4" standard wall pipe with cap on one end and 4" flange on upper end, 316 stainless steel probewell, with 1" NPT stainless steel isolation valves, 3/4" NPT stainless steel drain valve, stainless steel unions, tees, nipples, and required fittings, with (2) 316 stainless steel companion flanges and dielectric isolation flange gasket kits. Unit overall length is 48".
H	1	John C Ernst model 416-05 stainless steel sight level gauge with automatic ball check valves, 3/4" stainless steel water gauge with 3/4" "heavy wall" sight glass, unit length is 36" C to C and includes all required stainless steel fittings.
I	1	Champion Air Compressor, model HR5-8 simplex air compressor, splash lubricated, 2-stage, 2-piston, V-Belt driven, air cooled cast iron pump. Mounted on an 80-gallon horizontal ASME approved tank with a 5 HP, 3-phase, 230/460 volt TEFC electric motor. 1800 RPM. Includes: NEMA 4 Pressure switch, dry type silencer, inlet filter, service valve, safety valve, pressure gauge, belt guard, low oil level switch, and automatic condensate drain. Notes & Exclusions: 1. Includes Spare Parts: (3) Inlet filter elements, (1) Set V-Belts

		<p>2. Rated at 17.3 ACFM @ 175 PSIG</p> <p>3. Air compressor maximum pressure is 175 PSI</p> <p>4. The air compressor is filled with "Food Grade" oil</p> <p>5. Air Compressor painting is Champion Standard coating,</p>
J	1	Champion General Purpose Filter Model CFL170-17, rated at 170.0 SCFM @ 175 PSIG, 99.999% efficiency at 1-micron, differential pressure gauge and manual drain, 300 PSIG operating pressure, aluminum housing, In/ out connection size 1-Inch.
K	1	Magnatrol solenoid valve for "Air Add" , model 31K34 1" NPT with a working pressure rating of 200 WOG, body is 316 stainless steel, with a 120 VAC coil.
L	1	Magnatrol solenoid valve for "Vent Add" , model 31K34 1" NPT with a working pressure rating of 200 WOG, body is 316 stainless steel, with a 120 VAC coil.
M	1	Exhaust Muffler for "Air Vent" solenoid valve and 3/4" blow off line, 1" NPT, constructed entirely of corrosion resistant material
N	1	Apollo check valve, Model 62-505-01, 1" NPT In-line cone & ball check valve, 316 stainless steel body.
O	4	Nibco Model T580-S6-R66-LL, 1" NPT 316 stainless steel 2-Piece ball valve, for air line piping isolation and bypass of solenoid valves.
P	1	5 HP Air Compressor & Air Volume control panel, dead front construction, 3-point latch on outer door, 480 volt, 3-phase, 4-wire, control, main & air compressor breaker, NEMA motor starter, relay logic with Warrick probe relays, add air solenoid valve control and vent air solenoid valve control, high and low level alarms, Hand-Off-Auto switches, pilot lights, terminal strip, remote dry contact outputs to SCADA, UL listed in a NEMA 4X 304 stainless steel enclosure suitable for wall mounting.
Q	1	Factory Freight to job site. Off-loading of freight trucks is by others.
R	1	All submittal data, performance curves, descriptive literature, operating and maintenance manuals.
S	1	One trip of two days of service for a field service engineer to inspect the installation, supervise initial start-up, run field tests
T	1	One day of a field engineer to instruct the owner in the operation and maintenance of the equipment and the complete system. To be scheduled in conjunction with initial startup and testing of the system trip.
U	1	Standard manufacturer Warranty to be 12 months from date of startup & testing or 18 Months from date of shipment which ever occurs first.
V	1	<p>Notes & Exclusions:</p> <p>1. This quotation is base solely on the documents provide at the time of bid. If additional documents are made available at a later date, this quotation is subject to revision.</p> <p>2. Items not included: Inter-connecting piping, wiring, valves mounting brackets, pumps, foundation bolts and installation. (except as noted above). All items are shipped loose for Contractor installation.</p> <p>3. This quotation is based on current steel prices and is valid for 30 days from issuance, after 30 days this quotation is subject to the availability and price of steel at the time of order.</p> <p>4. Terms of Payment are 5% for approved submittals payment due at time of invoice and 90% 30 days from date of shipment of equipment and 5% upon completion of startup / training services.</p> <p>Equipment payments are net 30 days from date of invoice. No retainage is to be held past completion of startup and training services regardless of payment from the owner.</p>

Total excluding all applicable taxes

Bart Knies

Bart Knies

From: Michael Rivera
Sent: Wednesday, October 28, 2020 2:27 PM
To: Steven Brinkerhoff; Suzanne Jung
Cc: Ed Martin
Subject: FW: Bell Road
Attachments: Q2044H46SS46A0.pdf

Thank you Ed
MRR

Michael Rivera
Precon Manager/Senior Estimator
Hunter Contracting Co.
D (480) 503-7485
C (602) 359-1939
michael.rivera@huntercontracting.com
720 N. Cooper Rd. | Gilbert, AZ 85233
www.huntercontracting.com



CONFIDENTIAL COMMUNICATION: Emails and attachments from Hunter Contracting Co. may contain privileged and/or confidential information intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please delete this email and all attachments and notify our offices by calling (480) 892-0521. Thank you.

License AZ: ROC070961, ROC067542, ROC 075851, ROC023057 | HDL AZ License: ROC192564
Hunter Contracting Co. | © 2020 | www.huntercontracting.com

From: Ed Martin <egm@jchinc.com>
Sent: Wednesday, October 28, 2020 2:24 PM
To: Michael Rivera <michael.rivera@huntercontracting.com>
Subject: Bell Road

EXTERNAL EMAIL

Hi Mike

Here's the scope from PULSCO. The price is \$157,866.00

Regards
Ed Martin
JCH Inc



ISO 9001:2015 AND AS9100:2016 CERTIFIED

ENGINEERED SOLUTIONS FOR FLUID PULSATION, NOISE, AND SURGE CONTROL

PULSCO Ref. No.:	Q2044H46	Proposal Date:	October 28, 2020	Bid Date:	October 28, 2020
Project:	City of Scottsdale, Irrigation Supply for Sports Complex Pipeline, Lake, And Pump Station				
Specification Sec.:	13250 - Hydro-pneumatic Tank System				
Drawings:	Sheet S4 (Dated August 2020)				
Engineer:	HDR				

SCOPE OF SUPPLY

Thank you for considering PULSCO as a potential partner. We work diligently to excel at both our discipline and deliverables. Within our core Hydropneumatic Surge and Pressure Control group, we can offer a complete package including the ability to design, fabricate, document, deliver and commission a true engineered system.

Our local Representative, Mr. Ed Martin of JCH/James, Cooke & Hobson is assisting PULSCO fill bid requirements.

Pricing is based on this scope of supply letter and all exceptions and clarifications listed within.

1 EXCEPTIONS/CLARIFICATIONS

1.1 Sec. 13250

- **Design/Function** Tank appears to be for pressure maintenance – thus requiring level/pressure interlock. Thus, included is a pressure transmitter (or 2 pressure switches) for such logic.
- **Tank dimensions** Tank dimensions are not specified. See part 2.2 for included tank dimensions. If necessary, vessel diameter can be changed to accommodate site space.
- **1.1.A/3.3** See paragraph 2.1 below regarding sizing and performance.
- **1.2.A/1.4.B/2.1.E** Vessel's seismic calculations and anchor bolt recommendations (only) stamped by a Professional Engineer licensed in Arizona (not based on shake table). Foundation design and supply of anchor bolts by others.
- **2.3.A** Weather protection is not included; canopy or such to be supplied by others.
- **2.3.B** Electric motor (rated for 50°C or ~ 122°F ambient – not 60°C or 140°F).
- **2.3.C.2&4** Included is compressor panel including a motor starter. Compressor disconnect (not included) to be part of field work done by others (not included).

1.2 Product or Material Restrictions

- **Steel Products** Assumed no restriction on origin of iron or steel material.

1.3 By Contractor:

- Unloading and storage requirements.
- Tank field hydrostatic testing and disinfecting of the system.
- Interconnecting wiring, piping, plumbing and fittings needed for connecting the supplied tank and instrumentation within PULSCO Scope of Supply.
- Installation of the hydropneumatic system including all accessories.
- Tank insulation and / or heat tracing (if required)
- External finish paint (topcoat) to be applied in the field. Anchor Bolts.

2 SYSTEM DETAILS

- Only items specifically listed within are included in scope.

2.1 Sizing

- Sizing of the tank per customer specifications and drawings which form the basis of PULSCO's proposal.



ISO 9001:2015 AND AS9100:2016 CERTIFIED

ENGINEERED SOLUTIONS FOR FLUID PULSATION, NOISE, AND SURGE CONTROL

2.2 Hydropneumatic Tank

- Horizontal pressure tank: 72" O.D. x 22' seam to seam; Nominal volume: 5,000 gallons.
- MAWP: 200 psig @ 120°F (20°F MDMT); also designed for full vacuum. Designed, manufactured, hydro-tested and stamped per ASME PV&B Code Sec. VIII, Div. 1. Corrosion allowance: 0.
- Estimated Shipping Weight: 14,000 lbs.
- Calculations: Seismic calculations with anchor bolt embedment recommendations prepared & stamped by a Professional Engineer registered in the State of Arizona.
- Connections:
 - One (1) 4" to 8" 150# flanged connection with vortex breaker. One (1) 4" NPT connection for drain.
 - As required (about 6), 1/2" to 2" NPT SA-182-316 SS, 3000# threaded couplings for instrumentation.
- Manway: One (1) 24" flanged with hinged blind cover and 304 SS hardware.
- Two saddle supports, ~ 24" high (from tank bottom to baseplates); two lifting lugs.
- Internal Coating: Surface preparation per SSPC-SP-10, & and coated with (2) coats, NSF 61 approved, of Tnemec N140 (or equal), 6-8 mils each coat for a total of 12-16 mils DFT.
- External Coating: Preparation per SSPC-SP-10. Prime with 4 to 6 mils of epoxy (Tnemec L69 or equal). Finish coat to be applied in the field by others.

2.3 Air Compressor

- One (1) receiver-mount simplex air compressor (Quincy or Gardner Denver).
- Compressor is air-cooled, oil-lubricated, single-acting, two-stage reciprocating, with OSHA belt guard.
- Compressor unit is supplied with the following:
 - One (1) dry type inlet filter/silencer. One (1) low-oil switch.
 - Output: ~ 16.8 CFM at 150 psig (175 psig is max).
 - One (1) TEFC 1800 RPM, 5-HP electric motor (rated for 50°C or ~ 122°F ambient) to work with 460V/3Ph/60Hz power supply. Motor is NEMA Class F insulated and meets EISA-2007 efficiency.
 - One (1) 80 ASME gallon air receiver (200 psi rating).
 - Compressor is furnished with standard factory coat finish & colors.
 - Supplied loose for field installation: One (1) moisture separator, one (1) coalescing filter, one (1) automatic drain valve for air receiver, one (1) SS flex connector, and one (1) set of vibration pads.
- Spare Parts (for air compressor): Two (2) air intake filter elements. One (1) coalescing filter cartridge.

2.4 Level / Pressure Control Accessories

- One (1) NEMA 4 level/pressure controller, hard-wired. Alternatively, PULSCO's PLC-HMI Skypark 740 panel (recommended) can be supplied at no additional cost.
- One (1) 316SS instrument well, 4" diameter.
- One (1) level probe assembly; Warrick or equal. Alternatively, a 4-20 mA level transmitter can be supplied at no additional cost (to work with PULSCO's PLC/HMI panel).
- Two (2) pressure switches (if hard-wired) or one (1) pressure transmitter providing 4-20 mA pressure signal.
- Two (2) air service solenoid valves (1/2" NPT). One (1) air service check valve, 1/2" NPT.
- One (1) visual level gauge. Twelve (12) air-service ball valves, 1/2" to 2" NPT (SS).

2.5 Other System Components

- One (1) 1" NPT safety valve. One (1) pressure gauge, 4" dial. One (1) 3/4" NPT vent air muffler.
- One (1) 1.5" vacuum valve with 1.5" isolation ball valve.

3 START-UP AND TRAINING

- PULSCO will provide a representative for installation assistance, inspection, field testing, functional testing, adjustment, training, and start-up of the supplied system and components: One trip, not to exceed two consecutive days. Contractor to demonstrate readiness prior to scheduling visit. Confirmation required two weeks prior to visit. PULSCO may transfer costs of rescheduling trips.
- Note: Start-up must be performed within 2 years after delivery of equipment. Otherwise, PULSCO reserves the right to request a cost adder.



ISO 9001:2015 AND AS9100:2016 CERTIFIED

ENGINEERED SOLUTIONS FOR FLUID PULSATION, NOISE, AND SURGE CONTROL

4 DRAWINGS AND SUBMITTALS

- PULSCO will provide Fabrication and Installation Drawings, Installation Instructions, Operating and Maintenance Manual in electronic PDF format. In addition, a maximum of four hardcopies and one CD will be available upon request. More copies can be provided upon request at an additional charge.

5 SCHEDULE

Drawings and Submittals by PULSCO:	Lead time is dependent on engineering backlog at time of executed order. Typical 4-6 weeks.
Tank and Components Fabrication time:	Lead time is dependent on shop backlog at time of release of approved drawings. Typical 16 to 18 weeks.

6 TERMS & CONDITIONS AND WARRANTY

- PULSCO's standard terms & conditions are applicable to this proposal. See attached Form 100-1-2001.
- The supplied system will carry a warranty for period of 12 months from date of initial operation, but no more than 18 months from the date of delivery.
- Warranty covers defects and does not cover field labor or parts subject to wear under normal operating conditions.

7 FREIGHT

- Freight to the job site included in the total system price. FOB jobsite.

8 INVOICING SCHEDULE

- Upon approved credit, the payment terms shall be 95% (no retention) within 30 days after the arrival of the tank(s) at the job site. Final 5% payment will not exceed 90 days after complete delivery of equipment, or 30 days after start-up, whichever occurs first.

9 PRICING

- Pricing is based on this proposal which is to be referenced on the Purchase Order. Pricing may differ if content or conditions differ.
- This proposal will be held valid for thirty (30) days from date of Scope of Supply. Due to industry volatility caused by recently proposed tariffs for carbon and stainless steel materials, the pricing offered in this quotation is subject to review at the time of order placement; material pricing will be subject to adjustment based upon increases occurring between the date of quotation and time materials are released to be purchased. We regret the necessity of this action and will discontinue practice as soon as market conditions permit.
- For projects with extended delivery times, pricing will be subject to adjustments for current material and shipping costs at the time of release to manufacturing.
- Federal and/or state taxes (if applicable) are not included in the system price.
- Pricing available from:

Mr. Ed Martin of JCH/James, Cooke & Hobson, Inc.
 3501 E. Broadway Road. Phoenix, AZ 85040
 Office: (602) 243-0585. Cell: (602) 359-6424
egm@jchinc.com



TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES

The Items described in this document and other documents or descriptions provided by PULSCO ("Seller") and its authorized representatives are hereby offered for sale. This offer and its acceptance by any Customer ("Buyer") shall be governed by the following Terms and Conditions.

1. TERMS AND CONDITION OF SALE

All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of Seller's products are subject to and shall be governed exclusively by the terms and conditions stated herein. Unless otherwise specifically provided by separate written agreement duly signed by Seller, the terms and conditions specified below constitute the entire agreement between Seller and Buyer, and no other terms or conditions shall be of any effect. Any additional or different terms or conditions contained in Buyer's order or response hereto shall be deemed objected to by Seller and shall be of no effect. Orders are subject to acceptance by Seller only at its main office in Santa Ana, California.

2. PRICE

Prices will be held valid for thirty (30) days from the date of quotation, and are subject to change without notice on any order received thereafter. Due to current price volatility of steel and transportation, the pricing offered in this quotation shall be reviewed by Seller at the time of order placement. Pricing will be subject to adjustment, without markup, based upon current steel prices, availability, and current shipping cost. The product covered by this proposal and the prices quoted are based upon Buyer's requirements as furnished to Seller. If any modification of such requirements is made in the order, whether authorized or unauthorized, then Seller may make reasonable adjustments in the sale price and in the time of performance without Buyer's consent.

3. PAYMENT

Payment shall be made by Buyer net 30 days from the date of invoice of the items purchased hereunder and shall not be contingent on Buyer receiving payment from his customer. Amounts not timely paid, shall bear interest at the rate of 1.5% of the invoice value to be added each month or part thereof beginning five days after the original invoice due date. Any claims by Buyer for omissions or shortages in a shipment shall be waived unless Seller receives written notice thereof within 15 days after Buyer's receipt of the shipment.

4. SHIPMENT

The term "shipment" means delivery to the initial carrier in accordance with the delivery time of this order. The shipping date is based upon conditions at the factory on the date hereof and are approximate dates only and estimated in good faith to the best of Seller's ability, and is subject to revision to meet conditions on date of Buyer's acceptance. Time shall not be deemed to be of the essence in making delivery under Buyer's order unless specifically agreed to in writing by Seller. Seller may make partial shipments. Seller shall select method of transportation and route, unless terms are F.O.B. point of manufacture and Buyer specifies the method and route and is to pay the freight costs in addition to the price. Seller has the right to add to the invoice, as a separate item, the value of any special shipping device (oil barrel, reel, tarpaulin, cradle, crib, and the like) used to contain or protect the product(s) invoiced while in transit. When terms are F.O.B. destination or freight allowed to destination, "destination" means common carrier delivery point (within the continental United States, excluding Alaska) nearest the destination. For movement outside the continental United States, Seller may arrange for inland carriage to port of exit and assist Buyer's agents in making necessary arrangements for overseas carriage and preparation of necessary documents. If shipment is delayed for any reason by the Buyer or the Buyer's agent, Seller reserves the right to deem shipment as a "shipment in place" and invoice accordingly.

5. BUYER DATA

Timely performance by Seller is contingent upon Buyer supplying to Seller, when needed, all required technical information, including drawing(s) and submittal(s) approval and all required commercial documentation. Product performance will be based on Buyer's prints and/or specifications, in Seller's possession at the time the order is placed, defining accuracy, dimensions, handling facilities, locating points, and other specific factors affecting performance. Adherence to production estimates shall, at Seller's election, be determined by test at Seller's facility or under Seller's supervision and direction

in Buyer's facility, unless otherwise specifically provided in the order as accepted by Seller. The operating capability of Seller's products after delivery by Seller is contingent upon Buyer's supervision, labor and plant condition, maintenance of product, material controls, inspection equipment, and other production factors which are beyond Seller's control; and Seller shall not be liable for any operating deficiencies which are attributable to any such causes or conditions not specified in the order as accepted by Seller.

6. WARRANTY

All materials manufactured and supplied by Seller are guaranteed against defects and material and workmanship attributable to any cause, under normal operating conditions, for a period of 12 months from date of initial operation, but no more than 18 months from the date of original shipment at the original location of delivery. THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO ITEMS PROVIDED HEREUNDER. SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING ARE HEREBY DISCLAIMED. NOTWITHSTANDING THE FOREGOING, THERE ARE NO WARRANTIES WHATSOEVER ON ITEMS BUILT OR ACQUIRED WHOLLY OR PARTIALLY, TO BUYER'S DESIGNS OR SPECIFICATIONS. ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY SELLER IS NOT WARRANTED BY SELLER and shall be covered only by the express warranty, if any, of the manufacturer thereof. Seller and its suppliers shall have no obligations as to any product that has not been operated or maintained according to instructions in Seller's manuals or drawings. The Buyer is responsible for properly using, maintaining and adjusting the proposed equipment as outlined in the operation manual. The Buyer is responsible to record preventative maintenance checks in accordance with the operation manual. If the product is moved to another location, all travel expenses to that location will be paid by Buyer for warranty service. This warranty is subject to the following stipulations:

- Does not cover failures due to or as a result of improper maintenance or operator handling, improper installation, misuse, abuse, improper adjustments, alterations, or modifications from original condition.
- Does not cover any components that fail or related components that are consequently damaged as a result of not maintaining the equipment according to the preventative maintenance schedule.
- Does not cover any failures due to improper set-up or changeover.
- Does not cover any failures resulting from indirect conditions.
- Does not cover any purchase parts that have not been maintained or used to the original equipment manufacturer's specification outlined in their manuals.
- Does not cover any failures that may result from using parts or tooling not purchased through Seller.
- Does not cover normal wear parts or mechanisms that have an anticipated life expectancy less than the operational cycles of the machine's warranty period.
- Does not cover items misplaced, lost, or stolen at Buyer's location.

7. LIMITATION OF REMEDY

SELLER'S LIABILITY ARISING FROM OR IN ANY WAY CONNECTED WITH THE ITEMS SOLD IN ACCORDANCE WITH THIS CONTRACT SHALL BE LIMITED EXCLUSIVELY, AT SELLER'S SOLE DISCRETION, TO REPAIR OR REPLACEMENT OF THE ITEMS SOLD, OR REFUND OF THE PURCHASE PRICE PAID BY BUYER AND SHALL IN NO CASE EXCEED THE SALE PRICE ALLOCABLE TO THE PRODUCT OR EQUIPMENT WHICH GIVES RISE TO THE CLAIM. SELLER WILL ACCEPT NO BACKCHARGE WITHOUT PRIOR NOTIFICATION AND THE OPTION TO CORRECT OR REPLACE THE DEFECTIVE PART WITH HIS WORKERS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL DAMAGES, OR PENAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, SUBSTITUTE USE OR PERFORMANCE LOSS, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ANY OTHER LOSS OR COST OF SIMILAR TYPE, CLAIMS BY BUYER FOR DAMAGES TO BUYER'S CUSTOMERS OR LOST PROFITS ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ITEMS SOLD HEREUNDER, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT,

EXPRESS OR IMPLIED WARRANTY, OR IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR FAILURE TO WARN. Buyer expressly agrees where permitted by law, Buyer shall be liable for any reasonable expenses and attorney's fees incurred by Seller in enforcing its rights and remedies against Buyer resulting from Buyer's breach of the agreement.

8. INDEMNIFICATION

To the extent that Buyer's agents or employees enter upon premises occupied by or under the control of Seller, or any of Seller's customers or suppliers, in the course of performance hereunder, Buyer shall indemnify and hold Seller harmless against all losses, claims, liabilities and expenses, including reasonable attorney's fees for any injury, including death to any persons and/or damage to any property arising out of any act or omission of Buyer, its agents or employees, except to the extent that any such injury or damage is due solely and directly to Seller's negligence. Buyer must use and must require its employees to use all safety devices, guards and proper safe-operating procedures as set for in the manuals or instructions furnished by Seller and as required by governmental regulations. Buyer shall not remove or modify any such device, guard or warning sign. If Buyer fails to strictly observe the above obligation, then Buyer must indemnify Seller from any liability or obligation imposed upon Seller to persons injured directly or indirectly in connection with the use of the products. If any accident, defect, or malfunction involving the product results in personal injury or property damage, then Buyer must notify Seller thereof promptly, in writing, not later than thirty (30) days thereafter, and must cooperate fully with Seller in investigating and determining the cause of such accident, defect or malfunction. If Buyer does not give the notice within the thirty (30) days after the day of the accident, defect or malfunction or does not so cooperate, Buyer agrees to indemnify Seller from any claims arising from such accident, defect or malfunction.

9. CHANGES, RESCHEDULES, STOP WORK AND CANCELLATIONS

Buyer may request to modify the designs or specifications for the items sold hereunder as well as the quantities and delivery dates thereof, or may request to cancel all or part of this order, however, no such requested modification or cancellation shall become part of the contract between Buyer and Seller unless accepted by Seller in a written amendment to this Agreement. Acceptance of any such requested modification or cancellation shall be at Seller's discretion, and shall be upon such terms and conditions as Seller may require. No change in, or waiver, or modifications of any of the provisions hereof will be acceptable or binding upon Seller unless in writing and signed by Seller at its main office in Santa Ana, California. In the event that Seller, and/or Seller's affiliates, and/or subcontractors are unable to proceed with the manufacture and shipment of Buyer's order, either due to Buyer's request or as the direct or indirect result of any governmental action or regulation and upon acceptance of such cancellation notice, all work on the order or part thereof cancelled will be stopped as promptly as reasonably possible, and Buyer will be invoiced, for immediate payment, a cancellation charge computed on the basis of established prices for any completed items, and for incomplete items the full costs, including all burden and overhead costs, as determined by Seller in accordance with Seller's standard accounting practices, incurred by Seller and/or Seller's affiliates and/or subcontractors, plus twenty percent (20%) thereof, not as a penalty, but as the reasonable estimate of the damages which Seller will suffer on account of necessary reasonable estimate of the damages which Seller will suffer on account of necessary rescheduling of work and adjustments of shipment schedules, plus a charge for any packing and storage of all finished and unfinished items, less a credit for the balance of the material as scrap. Seller shall reinstate Buyer's order at the earliest possible date, subject to Buyer's acceptance of prices, terms and shipping schedule quoted preliminary to such reinstatement. Seller shall allow Buyer appropriate credit for parts held in storage by Seller a Buyer's property if such parts can still be used in filling Buyer's reinstated order.

10. STORAGE

Any item of the product(s) on which manufacture or shipment is delayed by Buyer may be placed in storage by Seller at Buyer's expense and risk. If a delay in shipment is requested by Buyer after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than twelve (12) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.

- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within twelve (12) weeks of the acknowledged shipping date. Seller will advise Buyer of the charge within ten (10) days of receiving Buyer's request for delay.
- c. If the product is within twelve (12) weeks of the acknowledged shipping date, then Seller has the option of completing, involving and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.
- d. On any request for delayed delivery Seller has the option to consider it the same as request to "stop work" pursuant to Section 8 above.

11. TITLE AND INSURANCE

Title to the product(s) and risk of loss or damage shall pass to Buyer at the F.O.B. point except that a security interest in the product(s) and proceeds and any replacement shall remain in Seller, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Buyer agrees to do all acts necessary to protect and maintain said security interest, and to protect Seller's interest by adequately insuring the product(s) against loss or damage from any external cause with Seller named as insured or co-insured. Buyer agrees to execute any documents requested by Seller, which are necessary for attachment and perfection of its security interest. If Buyer defaults, Seller shall have all the rights of a secured creditor under the Uniform Commercial Code, as enacted in the State of California.

12. TAXES

Unless specifically indicated otherwise, prices quoted do not include any manufacturer's sales, use, excise, value added or similar taxes, bonds, or duties; and the amount of any such taxes, bonds, or duties which Seller is required to pay or collect will be the responsibility of Buyer. Seller has the right to bill separately Buyer for any such taxes, bonds, and/or duties, which Seller is obligated to pay (unless acceptable exemption certificate is furnished).

13. FORCE MAJEURE

Seller does not assume the risk of and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation, accidents, acts of God, war, civil or military authority, riot, insurrections, civil commotion, laws, epidemics, rules or regulations of any government or government agency, act or failure to act of government, act or omission of Buyer, fire, flood, storm, earthquake, strike or labor disturbances or disputes, breakdowns, power failures, sabotage, delay in obtaining from others suitable services, materials, components, equipment, manufacturing facilities or transportation or any other cause beyond Seller's control. The time of performance shall be extended to a period of time equal to the period of the delay and its consequences. Seller will give to Buyer notice in writing within a reasonable time after Seller becomes aware of such delay.

14. ENTIRE AGREEMENT/GOVERNING LAW

The terms and conditions set forth herein, together with any amendments, modifications and any different terms or conditions expressly accepted by Seller in writing, shall constitute the entire Agreement concerning the items sold and there are no oral or other representations or agreements which pertain thereto. No statement, representation, warranty, course of dealing or trade usage subsequent to the acceptance of this order purporting to modify any of its terms or conditions shall be binding unless expressly agreed to in writing signed by both Seller and Buyer. Buyer will comply with all laws applicable to Buyer. Compliance with OSHA or similar federal, state or local laws during any operation or use of the product(s) is the sole responsibility of Buyer. The laws of the State of California shall govern the validity, interpretation and enforcement of any contract of which these provisions are a part. No actions arising out of the sale of the items sold hereunder or this Agreement may be brought by Buyer more than two (2) years after shipment.

S M Y T H INDUSTRIES

4010 E. Illinois St.
Tucson, AZ 85714
(520) 750-8719

October 27, 2020

To: Hunter Contracting
Attn: Suzanne Jung
Re: Bell Offsite Water Storage
Hydropneumatic Tank System

Smyth Industries Inc. (Smyth) is pleased to provide our scope of work for the above referenced project. Our scope proposal is based on the Irrigation Supply For Sport Complex Pipeline, Lake, and Pump Station plans marked Concept Design July 2020 and the provided Specification Section 13250. An outline of the scope of work Smyth intends to provide has been included with this scope summary.

5

1. **SCOPE DETAILS:**

- Provide one (1) 5,000-gal 200-psi MAWP ASME pressure vessels w/ NSF 61 coatings.
- Vessel design and specifications are based upon the provided drawings.
- Anchorage Design per Specification Section 13250.
- Smyth to provide shop drawings, calculations, and vessel certifications per ASME Section VIII, Division 1 2019 ed.
- All pressure vessel shell, head, and nozzle thicknesses to be in accordance with ASME Section VIII Div. I 2019 ed.
- Pressure vessel flanges shall be Class 150 ASME B16.5.
- All vessel fabrication and testing shall be in accordance with ASME Section VIII Div. I 2019 ed.
- Surge Vessel Interior Coating System to comply with or exceed specifications outlined under Specification Section 13250.
- Surge Vessel Exterior Coating System to comply with or exceed specifications outlined under Specification Section 13250
- Provide (1) 5 HP 240/480V Reciprocal Compressor w/ 80-gal receiver tank.
- Provide (1) Probe Bottle w/ conductance probes.
- Provide (1) Local Control panel operating Air Compressor and Solenoid Valves.
- Smyth Industries will ship pressure vessels, pressure vessel appurtenances/controls to the Project Site, Contractor to be responsible for offloading and installation of all provided equipment per provided shop drawings, general arrangement drawings, and project plans.
- Smyth to ship Vessels outfitted with Smyth provided Appurtenances as shipping allows, all items not installed will be delivered with the Vessels or at another designated time agreed upon by Smyth and Contractor, installation is the responsibility of the Contractor.

License #ROC154663 A-General Engineering

License #ROC171540 L-11 Electrical

UL 508 A – Industrial Control Panels

ASME Boiler and Pressure Vessel 'U' Certified

The National Board of Boiler and Pressure Vessel Inspectors 'R' Certified

S M Y T H INDUSTRIES

4010 E. Illinois St.
Tucson, AZ 85714
(520) 750-8719

- Smyth to provide up to (2) 8 Hour visit for Installation Inspection, Start-Up/ Commissioning, and Training.

1.1. Hydropneumatic Tank Components

- Refer to Table 1, Hydropneumatic Tank Components for all items included in Smyths scope.

**Table 1
Suction & Discharge Surge System Components**

HP System Components	Quantity
Mechanical Components	
1-1/2" Safety Release Valve	1
1-1/2" Vacuum Release Valve	1
1" Air Release Valve1	1
1/2" x 36" Conbraco 20-600 Sight Gauge Assembly	1
4-1/2" Pressure Gauge 0/200psi Range	1
4" 304 SS STD Wall Probe Bottle	1
Conductance Probes and probe holder	As Needed
2-1/2" Drainpipe Assembly	1
14" x 18" Elliptical Manway	1
24" Hinged Manway	1
8" Inlet/Outlet Nozzle	1
3000# Forged CS Couplings	As Needed
Corp. Stops	As Needed
2 Piece Full Port Ball Valves	As Needed
Brass Nipples and Fittings	As Needed
I/C Components	
Local Control Panel	1
Solenoid Air Panel Assembly	1
3/4" Solenoid Valves/Normally Closed	2

License #ROC154663 A-General Engineering
License #ROC171540 L-11 Electrical
UL 508 A – Industrial Control Panels
ASME Boiler and Pressure Vessel 'U' Certified
The National Board of Boiler and Pressure Vessel Inspectors 'R' Certified

S M Y T H INDUSTRIES

4010 E. Illinois St.
Tucson, AZ 85714
(520) 750-8719

Gems/Warrick Conductance Probe Holder	1
PVC Coated Conductance Probes	5

2. EXCEPTIONS & CLARIFICATIONS

- Any items not expressly included in Section 1 of this scope proposal are excluded from Smyths' scope of work.
- 3rd Party NACE coating inspections are excluded from this scope of work.
- 3rd Party CWI inspections are excluded from this scope of work.
- "American Iron and Steel" and "Buy American" do not appear to be necessary and this scope of work does not conform with either.
- "Davis Bacon Wages" do not appear to be as a necessary requirement of this project and this scope of work does not conform with alternative wage requirements.
- Installation of all provided materials is excluded from this scope of work.
- Disinfection and Bacterial Testing are excluded from this scope of work.
- Tank Foundations and anchors are excluded from this scope of work, Smyth will provide anchorage design per project specification, Contractor to provide anchors.

3. SCHEDULE

- See Table 2, Preliminary Schedule for current lead time estimations.
- All timeframes are tentative, actual lead times will be determined by Smyth workload at the time of NTP

**Table 2
Preliminary Schedule**

Deliverable	Time from NTP
HP Tank Shop Drawings & Calculations & Submittal Preparation	3 Weeks
5,000-gal 200 psi Hydropneumatic Tank and Appurtenances	12 Weeks

4. PROPOSED FEES

- Smyth proposes to provide the items outlined above in Sections 1-3 for the lump sum fees per Table 3 below.

License #ROC154663 A-General Engineering
License #ROC171540 L-11 Electrical
UL 508 A – Industrial Control Panels
ASME Boiler and Pressure Vessel 'U' Certified
The National Board of Boiler and Pressure Vessel Inspectors 'R' Certified

S M Y T H INDUSTRIES

4010 E. Illinois St.
Tucson, AZ 85714
(520) 750-8719

**Table 3
Scope and Fee Summary**

Description	Fee
5,000-gal 200 psi Hydropneumatic Tank and Appurtenances	\$89,640

5. FEE SCHEDULE

- The payment terms are outlined in the following table. Payment shall be made within 30 days of each Milestone listed below.
- Smyth to bill monthly progress payments up to the amounts identified in **Table 4, Payment Schedule** for work completed or materials received at the end of each billing cycle.

**Table 4
Payment Schedule**

Description
25% Upon Approved Submittals
25% Upon Materials Received at Smyth Fabrication Facility
25% Upon Completion of Fabrication and Shop Coatings
25% Upon Delivery to Project Site

We appreciate the opportunity to provide this scope summary for your consideration. If you have any questions, please call for further clarification.

Respectfully submitted,

Thomas A. Martinez P.E.
President

License #ROC154663 A-General Engineering
License #ROC171540 L-11 Electrical
UL 508 A – Industrial Control Panels
ASME Boiler and Pressure Vessel 'U' Certified
The National Board of Boiler and Pressure Vessel Inspectors 'R' Certified

ID	Task Name	Duration	Start	Finish	Responsible Party	Predecessor	Or 4, 2021	Or 1, 2021	Or 2, 2021	Or 3, 2021	Or 4, 2021
1	Preconstruction Proposal	15 days	Thu 9/24/20	Tue 10/20/20							
2	Provide Pre-Construction Proposal	0 days	Thu 9/24/20	Thu 9/24/20	Hunter						
3	Pre-con Proposal - City Review and Council Agenda	19 days	Thu 9/24/20	Tue 10/20/20	City	7					
4	Council Approval for Pre-Con Proposal	0 days	Tue 10/20/20	Tue 10/20/20	City	3					
5	Pump Station Early Procurement (RMP 1)	178 days	Mon 9/28/20	Wed 6/9/21							
6	Pump Station Equipment Design Discussion	5 days	Mon 9/28/20	Fri 10/2/20	HDM/Chy						
7	HDR Design Report for Pump Procurement	5 days	Mon 10/5/20	Fri 10/9/20	HDR	6					
8	Vendor Solicitation & Estimating for Early Procurement	10 days	Mon 10/12/20	Fri 10/23/20	Hunter	7					
9	Provide Early Procurement GMP 1	1 day	Mon 10/16/20	Mon 10/16/20	Hunter	8					
10	City Negotiate and Review	4 days	Mon 11/2/20	Thu 11/5/20	City	9					
11	Submit Final GMP 1 for Early Procurement	2 days	Fri 11/6/20	Mon 11/9/20	Hunter	10					
12	3 week prep for Council Agenda	15 days	Wed 11/11/20	Wed 12/2/20	City	11FS-1 day					
13	Council Approval for Early procurement (Target 12/2 CC Mtg)	0 days	Wed 12/2/20	Wed 12/2/20	City	12					
14	Early Procurement Notice to Proceed	1 day	Fri 12/4/20	Fri 12/4/20	City	13FS-1 day					
15	Precast Wet Well	75 days	Mon 12/7/20	Tue 3/23/21							
16	Letters of Intent to Precast firm	10 days	Mon 12/7/20	Fri 12/18/20	Hunter	14					
17	Request for Precast WW Shoes	15 days	Mon 12/14/20	Tue 1/12/21	Hunter	16					
18	Review Hatch, Precast WW	15 days	Wed 1/13/21	Tue 2/2/21	HDM/Chy	17					
19	Release and Fabricate WW	35 days	Wed 2/2/21	Tue 3/23/21	Hunter	18					
20	Electrical VFD's RTU Controls	101 days	Mon 12/7/20	Wed 4/28/21							
21	Letters of Intent-EC	5 days	Mon 12/7/20	Fri 12/11/20	Hunter	14					
22	Request for Submittals-EC	20 days	Mon 12/14/20	Tue 1/12/21	Hunter	21					
23	Submittal review of DC VFD's	21 days	Wed 1/13/21	Wed 2/2/21	HDM/Chy	22					
24	Release and Fabricate VFD's	55 days	Thu 2/11/21	Wed 4/28/21	Hunter	23					
25	VFD and Motors/Discharge Heads	130 days	Mon 12/7/20	Wed 6/9/21							
26	Letters of Intent- VTPs/Motors	5 days	Mon 12/7/20	Fri 12/11/20	Hunter	14					
27	Request for Submittals-VTPs	20 days	Mon 12/14/20	Tue 1/12/21	Hunter	26					
28	Submittal Review of VTPs/Motors	15 days	Wed 1/13/21	Tue 2/2/21	HDM/Chy	27					
29	Release and Fabricate VTP's	90 days	Wed 2/2/21	Wed 6/9/21	Hunter	28					

Summary Decision only Start only General Milestone Manual Program
 Project Summary Manual Summary Help Priority only Disable Critical
 Inactive Task Manual Summary External Task Progress Critical

Date: Tue 11/10/20 Page 1

Ball Road Sports Complex Offsite Water System																			
ID	Task Name	Duration	Start	Finish	Responsible Party	Predecessors	Calendar												
							2020	2021			2021			2021			2021		
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
30	VAF Filters/Controls/Access	100 days	Mon 12/7/20	Tue 4/27/21															
31	Letters of Intent- VAF/Controllers	5 days	Mon 12/7/20	Fri 12/11/20	Hunter	14													
32	Request for Submittals-VAF and Controllers	20 days	Mon 12/14/20	Tue 2/1/21	Hunter	31													
33	Submittal Review of VAF and Controllers	15 days	Wed 1/13/21	Tue 2/2/21	HDR/City	32													
34	Release and Fabricate VAF units	60 days	Wed 2/3/21	Tue 4/27/21	Hunter	33													
35	Hydrotank with Air Compressor	111 days	Mon 12/7/20	Wed 5/12/21															
36	Letters of Intent- Surge Tank O/B Turnkey Firm	5 days	Mon 12/7/20	Fri 12/11/20	Hunter	14													
37	Request for Submittals-Surge/Hydro and Air Compressor Controls and Operation	25 days	Mon 12/14/20	Tue 1/19/21	Hunter	36													
38	Submittal Review of Surge/AC and Hydro Operations System	21 days	Wed 1/20/21	Wed 2/17/21	HDR/City	37													
39	Release and Fabricate Hydrotank/Surge System complete	60 days	Thu 2/18/21	Wed 5/12/21	Hunter	38													
40	Other Long Lead Procurement (as an Allowance in GMP 1) 75 days	75 days	Wed 1/13/21	Tue 4/27/21															
41	Submittal time for Masonry Blocks	10 days	Wed 1/13/21	Tue 1/26/21	HDR/City	64													
42	Submittal Time for Valves/Bermads/Pipe Spools	15 days	Wed 1/13/21	Tue 2/2/21	HDR/City	64													
43	Fabrication time for Masonry Blocks	60 days	Wed 1/27/21	Tue 4/20/21	Hunter	41													
44	Fabrication time Milestone: Valves, Bermads, Pipe Spools	60 days	Wed 2/3/21	Tue 4/27/21	Hunter	42													
45	Design & Preconstruction	107 days	Thu 10/8/20	Wed 3/10/21															
46	HDR 60% Design	22 days	Thu 10/8/20	Fri 11/6/20	HDR														
47	Piping (Influent Lake to WW)	20 days	Thu 10/8/20	Wed 11/4/20	HDR														
48	Division 2 Excavation	20 days	Thu 10/8/20	Wed 11/4/20	HDR														
49	Isolation Valve (Lake to WW)-slide gate?	20 days	Thu 10/8/20	Wed 11/4/20	HDR														
50	Division 2 Backfill	20 days	Thu 10/8/20	Wed 11/4/20	HDR														
51	CMU Footing/Fdn-Wall & Fence	20 days	Thu 10/8/20	Wed 11/4/20	HDR														
52	Site Concrete (pads, slabs, ht pads)	20 days	Thu 10/8/20	Wed 11/4/20	HDR														
53	AG Pipe Valves and Fittings	20 days	Thu 10/8/20	Wed 11/4/20	HDR														
54	Division 5 Fabrications	20 days	Thu 10/8/20	Wed 11/4/20	HDR														
55	Canopy and Shade Structure	20 days	Thu 10/8/20	Wed 11/4/20	HDR														

Date: Tue 11/10/20

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	critical
Milestone	Inactive Task	Manual Task	Manual Summary	External Task	Progress	critical

Page 2

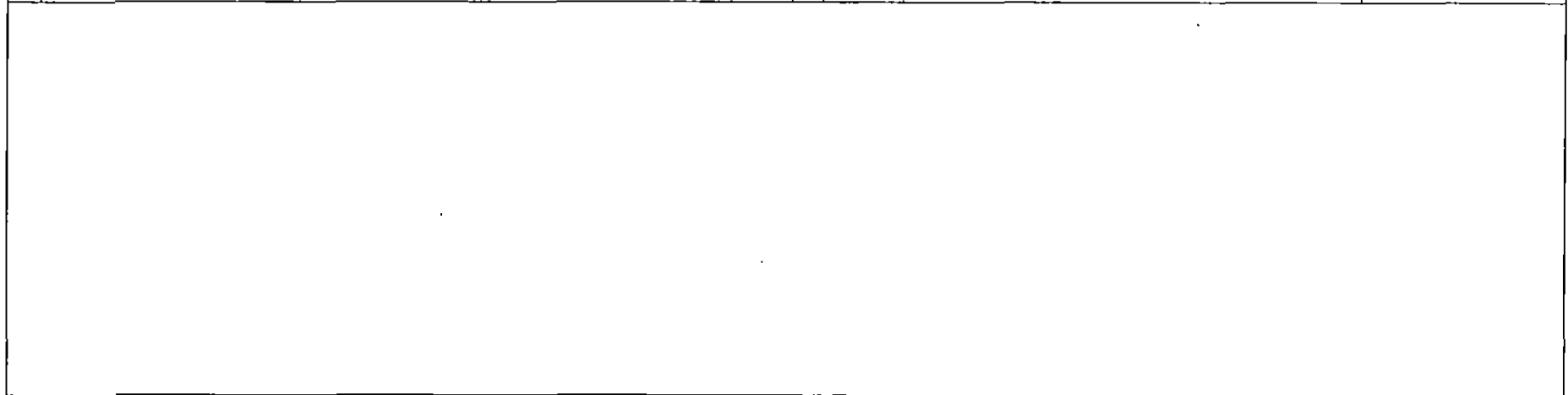
Bell Road Sports Complex Offsite Water System																							
ID	Task Name	Duration	Start	Finish	Responsible Party	Predecessors	Seq	Qtr 4, 2020	Qtr 1, 2021	Qtr 2, 2021	Qtr 3, 2021	Qtr 4, 2021											
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
56	Coatings/Paintings	20 days	Thu 10/8/20	Wed 11/4/20	HDR																		
57	Remaining Electrical/Instrumentation	20 days	Thu 10/8/20	Wed 11/4/20	HDR																		
58	Jack & Bore Casings	20 days	Thu 10/8/20	Wed 11/4/20	HDR																		
59	Deliverable: 60% Documents	0 days	Fri 11/6/20	Fri 11/6/20	HDR	46																	
60	Review 60% Design	10 days	Mon 11/9/20	Fri 11/20/20	City/Hunter	59																	
61	HCC 60% cost model	10 days	Mon 11/23/20	Mon 12/7/20	Hunter	60																	
62	HDR 90% Design	24 days	Mon 11/23/20	Mon 12/28/20	HDR	60																	
63	Deliverable: 90% Documents	0 days	Mon 12/28/20	Mon 12/28/20	HDR	62																	
64	Review 90% Design	10 days	Tue 12/29/20	Tue 1/12/21	City/Hunter	63																	
65	HCC GMP 2 @ 90% Design	10 days	Tue 12/29/20	Tue 1/12/21	Hunter	61,63																	
66	100% Revisions	13 days	Wed 1/13/21	Fri 1/29/21	HDR	64																	
67	City of Scottsdale review of GMP2	10 days	Wed 1/13/21	Tue 1/26/21	City	65																	
69	HCC Finalize GMP 2 @ 90%	2 days	Wed 1/27/21	Thu 1/28/21	Hunter	67																	
70	21 DAY PREP FOR CC	15 days	Fri 1/29/21	Thu 2/18/21	City	69																	
71	Deliverable: 100% Documents	0 days	Fri 1/29/21	Fri 1/29/21	HDR	66																	
72	County & City Permitting	20 days	Mon 2/1/21	Fri 2/26/21	HDR/City	71																	
73	Submittals for non long lead items (concurrent with GMP 2 approval and permitting)	5 days	Thu 2/11/21	Thu 2/18/21	Hunter	74SF																	
74	Review Submittals for non long lead items	5 days	Thu 2/18/21	Thu 2/25/21	HDR/City	73SF																	
75	GMP 2 Council Approval	0 days	Thu 2/18/21	Thu 2/18/21	City	70																	
76	Finalize Contract & Notice to Proceed	2 days	Fri 2/19/21	Mon 2/22/21	City	75																	
78	NEED ROW/EASEMENT NO LATER THAN	0 days	Mon 2/22/21	Mon 2/22/21	City	81SF-10 days																	
77	Finalize Subcontracts and POs	5 days	Tue 2/23/21	Mon 3/1/21	Hunter	76																	
78	Procure non long lead items	10 days	Thu 2/25/21	Wed 3/10/21	Hunter	81FF																	
79	Deliverable: 100% Documents	0 days	Fri 2/26/21	Fri 2/26/21	HDR	72																	
80	Construction Phase	103 days	Mon 3/8/21	Fri 7/30/21																			
81	Mobilization	3 days	Mon 3/8/21	Wed 3/10/21	Hunter	72FS+5 days,77																	
82	Bell Road Sports Complex Pump Station Construction	100 days	Thu 3/11/21	Fri 7/30/21																			
83	Surveying and Field Engineering	2 days	Thu 3/12/21	Fri 3/12/21	Hunter	81																	
84	Tie In or Pothole for EIC Primary Power	2 days	Mon 3/15/21	Tue 3/16/21	Hunter	83																	

Date: Tue 11/10/20

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Critical
Milestone	Inactive Task	Manual Task	Manual Summary	External Task	Progress	Critical

Page 3

Ball Road Sports Complex Offsite Water System						
ID	Task Name	Duration	Start	Finish	Responsible Party	Predecessors
115	DIG/LAY/BACKFILL 10" line	25 days	Wed 3/31/21	Tue 5/4/21	Hunter	114FF-10 days
116	Replace Wing Walls on Box Culvert	8 days	Mon 4/26/21	Wed 5/5/21	Hunter	114FS-3 days
117	ABC Placement on 91st	10 days	Wed 5/5/21	Tue 5/18/21	Hunter	115
118	Lake Control valve and Flowmeter	10 days	Wed 5/5/21	Tue 5/18/21	Hunter	115
119	Lake Liner placement	15 days	Thu 5/6/21	Wed 5/26/21	Hunter	107
120	Pave 91st base layer	1 day	Wed 5/18/21	Wed 5/19/21	Hunter	117
121	Pave 91st Surface Layer	1 day	Thu 5/20/21	Thu 5/20/21	Hunter	120
122	Lake Recirc piping & Aeration system	10 days	Thu 5/27/21	Thu 6/10/21	Hunter	119
123	Lake Edge Wire placement	3 days	Fri 6/11/21	Tue 6/15/21	Hunter	122
124	Showers at Edge Placement	5 days	Wed 6/16/21	Tue 6/22/21	Hunter	123
125	Lake FFI	10 days	Fri 7/2/21	Fri 7/16/21	City/Hunter	124,118,100
126	Project Close out	27 days	Mon 7/19/21	Tue 8/24/21		
127	Owner Programming and Field Tests	6 days	Mon 7/19/21	Mon 7/26/21	City/MDR/Hunter	10555,125
128	Start up and Testing	5 days	Tue 7/27/21	Mon 8/2/21	City/MDR/Hunter	127
129	Substantial Completion	0 days	Mon 8/2/21	Mon 8/2/21	Hunter	128,121
130	WATER AVAILABLE FOR PARK IRRIGATION	0 days	Mon 8/2/21	Mon 8/2/21		129
131	Painting/Tags/ Labeling Clean up	10 days	Tue 8/3/21	Mon 8/16/21	Hunter	100,95,103,128,129
132	punchlist	6 days	Tue 8/17/21	Tue 8/24/21	Hunter	131
133	Final Completion	0 days	Tue 8/24/21	Tue 8/24/21	Hunter	132



Task Summary Inactive Milestone Duration-only Start-only External Milestone Manual Progress

Split Project Summary Inactive Summary Manual Summary Rollup Finish-only Deadline Critical

Milestone Inactive Task Manual Task Manual Summary External Task Progress Critical

**EXHIBIT D
STATUTORY PERFORMANCE BOND**

PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale, dated the _____ day of _____, 2020, for Bid No. (21SQ003), Project No. PG09, (53 - BUILD MULTI-USE SPORTS FIELDS IN THE AREA OF BELL ROAD – OFFSITE WATER SYSTEM), which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of Title 34, Chapter 6, Arizona Revised Statutes, to the extent as if it were copied at length in this Contract. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court. The performance under this bond is limited to the construction to be performed under the contract and does not include any design services, Preconstruction services, financial services, maintenance services, operations services or any other related services included in the contract.

WITNESS our hands the _____ day of _____, 20__.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

PROJECT NAME -53 - BUILD MULTI-USE SPORTS FIELDS IN THE AREA OF BELL ROAD – OFFSITE WATER SYSTEM

PROJECT No: PG09

**EXHIBIT E
STATUTORY PAYMENT BOND**

PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona, in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale dated the ____ day of _____, 20____, for Bid No. (21SQ003), Project No. PG09, (53 - BUILD MULTI-USE SPORTS FIELDS IN THE AREA OF BELL ROAD – OFFSITE WATER SYSTEM), which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Arizona Revised Statutes, to the same extent as if they were copied at length in this Contract.

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

WITNESS our hands the ____ day of _____, 20____.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

**CONTRACTOR'S NOTICE OF
FINAL PAY ESTIMATE**

CONTRACT NUMBER:

PROJECT NUMBER: PG09

PROJECT NAME: 53 - BUILD MULTI-USE SPORTS FIELDS IN THE AREA OF BELL ROAD – OFFSITE WATER SYSTEM

To the City of Scottsdale

This notice confirms acceptance by Contractor of final contract payment in the amount of \$_____ which represents the balance due for subject project. This amount includes payment for all retentions held and adjusted final quantities.

TOTAL CONTRACT AMOUNT, including final pay estimate: \$_____.

Signed and dated this _____ day of _____ 20__.

BY: _____

Title: _____

For: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires

**CONTRACTOR'S NOTICE OF
FINAL ACCEPTANCE**

PROJECT NUMBER: PG09

PROJECT NAME: 53 - BUILD MULTI-USE SPORTS FIELDS IN THE AREA OF BELL ROAD –
OFFSITE WATER SYSTEM

CONTRACTOR NAME: Hunter Contracting Co.

FINAL CONTRACT AMOUNT:

Construction on the above project was completed on _____ and on
_____ a final inspection was made of the subject improvements by this office.
The work substantially conforms to the approved plans and specifications. We, therefore, accept
those portions within the public right-of-way into our system for maintenance.

Approved By:

Contract Administrator

Construction Admin Supervisor

cc: City Clerk
Accounting Director
Risk Management Director
Tax Audit Manager