

CONSTRUCTION AGREEMENT BETWEEN CITY OF APACHE JUNCTION AND CORE CONSTRUCTION FOR PROJECT PR-22-01 PARKS & RECREATION ADMINISTRATION ADDITION

THIS AGREEMENT made and entered into by and between the CITY OF APACHE JUNCTION ("City"), an Arizona municipal corporation, and CORE CONSTRUCTION, an Arizona Corporation, ("Contractor"), sometimes collectively referred to as the "Parties" or individually as the "Party".

RECITALS

- A. Contractor asserts its willingness, ability and qualifications to provide the services and infrastructure (the "Work") called for in "Exhibit A" - Contractor's estimate dated 01/25/2023 and "Exhibit B – Plans and Specifications (the "Contract Documents").
- B. City and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render such Work.
- C. City has complied with the public bidding requirements under Arizona Revised Statutes ("A.R.S.") Title 34 and Apache Junction City Code Vol. I, Chapter 3, Administration, Procurement Procedures, or such work is categorically exempt from such process as per Article 3-7-7(I) – Job Order Contracting which refers to A.R.S. 34-603.

AGREEMENT

NOW, THEREFORE, City retains Contractor to perform, and Contractor agrees to render the Work in accordance with the terms and conditions set forth as follows:

1. **PROJECT DESCRIPTION:** Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the Work in accordance with and as more fully described in "Exhibit A" - Contractor's estimate dated 01/25/2023 and "Exhibit B – Plans and Specifications (the "Contract Documents"), including, but not limited to:

- A. New Construction of approx. 4,208 sf addition of parks and recreation administrative offices, storage space and associated site improvements pursuant to the Contract Documents identified herein as Exhibit A (Contractor's Estimate) and Exhibit B (Plans and Specifications)

B. Physical Location of Project is:
1035 North Idaho Rd.
Apache Junction, AZ 85119

2. **PAYMENTS & COMPLETION:** The total amount payable by the City to the Contractor is an amount not to exceed Two Million Six Hundred Two Thousand One Hundred Eighty-Four Dollars and Zero Cents (\$2,602,184.00) (the "Contract Sum") for the performance of the Work under the Contract Documents except for changes authorized by properly executed change orders (contingency), which shall not exceed an additional 5% of the Contract Sum, in the amount of One Hundred Thirty Thousand One Hundred Nine Dollars and Twenty Cents (\$130,109.20) for a total of Two Million Seven Hundred Thirty-Two Thousand Two Hundred Ninety-Three Dollars and Twenty Cents (\$2,732,293.20). All contracts will be operable for their full term at the rates quoted in the initial bid proposal, unless otherwise extended in writing by the City. Upon notice that the Work is ready for final inspection or acceptance, a City representative shall promptly cause an inspection to be made. Once City finds the Work acceptable under the Contract Documents, City shall promptly submit for processing a certificate for payment stating that, to the best of its knowledge, information and belief on the basis of its observation and inspection, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that partial payment or the entire balance due the Contractor is payable. Final payment shall not become due until the Contractor submits to the City all required lien waivers, releases and any other data establishing payment or satisfaction of all Contractor's obligations. If any subcontractor refuses to furnish a release or waiver required by City, Contractor may furnish a bond to indemnify City against any such lien. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to City all monies that the latter may be compelled to pay in discharging such liens, including all costs and reasonable attorney fees.

3. **CONTRACT TERM:** The Term of this Agreement is February 22, 2023 to April 30, 2024. This provision does not limit the liability of Contractor for actual damages sustained by City as a result of any breach of contract or warranty by Contractor. Extensions may be approved at times as the Parties mutually deem fit.

4. **LABOR AND MATERIALS:** Unless otherwise provided in the Contract Documents, Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, tools and machinery, water, heat, utilities, transportation, other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

5. **INSPECTIONS AND QUALITY OF WORK:** Contractor understands and agrees that inspection of the Work performed hereunder will occur by City. Contractor agrees that City will have the exclusive right to determine, in its sole

discretion, whether the Work has been performed in accordance with the Contract Documents. Contractor further agrees to make such corrections to the Work as may be directed by City to conform to said Contract Documents without requirement of a change order or any additional charge or cost to City whatsoever.

6. **WARRANTY:** Contractor shall guarantee the Work against defective workmanship or materials for a period of one (1) year from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted. Any omission on the part of City to condemn defective work or materials at the time of construction shall not be deemed an acceptance and Contractor will be required to correct defective work or materials at any time before final acceptance. Within one (1) year from the date of final acceptance due to faults in workmanship or materials, Contractor shall begin making the necessary repairs to the satisfaction of City within fourteen (14) calendar days of receipt of written notice from City. Such work shall include the repair or replacement of other work or materials damaged or affected by making the above repairs or corrective work all at no additional cost to City. In the case of Work materials or equipment for which warranties are required by the special provisions of the Contract Documents, Contractor shall provide or secure from the appropriate subcontractor or supplier such warranties addressed to and in favor of City and deliver same to City prior to final acceptance of the Work. Delivery of such warranties shall not relieve Contractor from any obligation assumed under any other provision of the contract. The warranties and guarantees provided in this subsection shall be in addition to and not in limitation of any other warranties, guarantees or remedies required by law, and shall survive the expiration of this Agreement for the time period mentioned above.

7. **TAXES:** Contractor shall pay all license, sales, consumer, transaction privilege, use and other similar taxes for the Work or portions thereof provided by Contractor which are legally enacted at the time bids are received whether or not yet effective or subsequently applicable due to acts of jurisdictions or bodies other than City.

8. **PERMITS & FEES:** Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, government fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the contract, and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. City permits for this Work will be provided to Contractor at no cost. Contractor represents and warrants that any license necessary to perform the Work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I,

and keep such license current during the term of this Agreement and after termination of this Agreement any time work is performed pursuant to the warranty provisions set forth in Section 6. Contractor also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by the city code. Any activity by subcontractors within the corporate city limits will invoke the same licensing regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any and all applicable licenses. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

9. **INDEPENDENT CONTRACTOR:** Contractor shall at all times during Contractor's performance of the services retain Contractor's status as an independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work required by the Contract Documents. Contractor shall be responsible to City for the acts and omissions of its employees, subcontractors and their agents and employees and other persons providing any of the materials under any contract document.

10. **SUPERINTENDENT:** Contractor shall employ a competent project superintendent who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent and be the community agent of Contractor and communications given to the superintendent shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. The designated superintendent shall be designated for each project and communicated to City before work is performed.

11. **PROGRESS SCHEDULE:** Contractor shall, immediately after entering into this Agreement, generate an estimated progress schedule, which shall be maintained and updated during the project. Work may progress during regular City business hours only if it is determined by City not to disturb normal operations.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with, or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have

resulted from the acts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or its subcontractors in the performance of this Agreement or any subcontract. Contractor's duty to defend, hold harmless and indemnify City, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Work or services Contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

13. SUBCONTRACTORS: All subcontractors chosen by Contractor will be subject to City's approval. All subcontractors shall be identified by Contractor prior to award of contract. Contractor shall make no substitutions for any subcontractor, person or entity previously selected without the approval of City.

14. APPLICABLE LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing Party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

15. INSURANCE: Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required herein shall be maintained in full force and effect until all Work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement. Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, Work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for the deductible and/or self retention and City, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name City, its agents, officers, officials and employees as Additional Insureds.

REQUIRED COVERAGE

Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Agreement, if Contractor sublets any part of the Work, services or operations, Contractor shall purchase and maintain, at all times during prosecution of the Work, services or operations under this Agreement, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Contractor's work, service or operations under this Agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's Commercial General Liability insurance.

Automobile Liability

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

Workers' Compensation

Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Contractor certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-901 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

If Contractor has no employees for whom workers' compensation insurance is required, Contractor shall submit a declaration or affidavit to City so stating and

covenanting to obtain such insurance if and when Contractor employs any employees subject to coverage.

In case any work is subcontracted, Contractor will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Contractor.

Professional Liability

Contractor retained by City to provide the Work or service required by this Agreement will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Work or services performed by Contractor, or any person employed by Contractor, with a limit of not less than \$1,000,000 each claim.

Certificates of Insurance

Prior to commencing work or services under this Agreement, Contractor shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ, 85119.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's Work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with the City and shall include the City as an additional insured. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

"Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and

its officers and employees are added as additional insureds under this policy.”

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days’ prior written notice to City.

16. **CHANGE ORDERS:** A change order is a written order to Contractor, approved by a City representative, issued after execution of this construction agreement authorizing a change in the Work or an adjustment in the construction agreement sum or the construction agreement time. A change order signed by Contractor indicates his agreement therewith. City may, without invalidating this construction agreement, order changes in the Work within the general scope of this construction agreement consisting of additions, deletions or other revisions, the construction agreement sum and the construction agreement being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of this construction agreement. City representative shall have authority to order minor changes in the Work not involving an adjustment in the construction agreement sum or extension of construction agreement time and not inconsistent with the intent of this construction agreement. All such changes shall be affected by written order and shall be binding upon City and Contractor.

17. **SUCCESSORS, ASSIGNMENT & DELEGATION:** City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the contract documents. Neither Party to the contract shall assign the contract or sublet it as a whole or delegate the duties hereunder, without the written consent of the other, nor shall Contractor assign any monies due or to become due to it without the previous written consent of City.

18. **WRITTEN NOTICE:** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first-class postage prepaid to the last business address known to them who gives the notice.

19. **CLAIMS FOR DAMAGES:** Should either Party to the contract suffer injury or damage to personal property because of any act or omission of the other Party or of their employees or agents for whose acts they are legally liable, claims shall be made in writing to such other Parties within a reasonable time after the first observance of such injury or damages.

20. PAYMENT & PERFORMANCE BONDS: City shall have the right to require Contractor to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising hereunder.

21. SAFETY: Contractor and/or its subcontractors shall be solely responsible for job safety at all times.

22. RIGHTS & REMEDIES: The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

23. FORCE MAJEURE: Neither City nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Contractors, subcontractors, vendors or investors desired by Contractor in connection with the obligations under this Agreement. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

24. TERMINATION BY CITY:

A. TERMINATION BY CITY: City shall be permitted to terminate this Agreement if in the discretion of the city manager or his or her designee, believes Contractor has failed to meet the terms of this Agreement. City shall provide Notice of Termination to Contractor by Certified U.S. Mail ten (10) calendar days before such termination takes effect.

B. TERMINATION BY CONTRACTOR: Contractor may terminate this Agreement if City fails to make payment as agreed upon in this document. Any other termination will be deemed a breach of contract by Contractor. Contractor shall provide Notice of Termination to City by Certified U.S. Mail ten (10) calendar days before such termination takes effect.

25. RECORDS: Records of Contractor's labor, payroll and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least two (2) years after termination of this Agreement and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

26. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties. The representatives of the Parties (signatory for Contractor noted below or his or her designee, and the City Manager, or his or her designee) shall be authorized to execute future amendments or extensions of this Agreement.

27. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

28. SEVERABILITY: City and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law,

regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

29. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

30. **CONFLICT OF INTEREST:** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

31. **PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

32. **COMPLIANCE WITH FEDERAL AND STATE LAWS:** Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this

Agreement if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 21st day of February 2023.

CONTRACTOR:

**CORE CONSTRUCTION,
an Arizona corporation**

By: Gary Wenk
Its: Executive Vice President

CITY:

**CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation**

By: Walter "Chip" Wilson
Its: Mayor

ATTEST:

Jennifer Pena
City Clerk

APPROVED AS TO FORM:

Richard J. Stern
City Attorney

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was subscribed and sworn to before me this ____ day of _____, 20__, by _____ as _____ of [Company Name], an Arizona [corporation/limited liability company].

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this ____ day of _____, 20__, by Walter “Chip” Wilson, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT A

Contractor's Guaranteed Maximum Price

City of Apache Junction - Parks & Recreation Administration Addition Project

Project #PR 22-01



3036 East Greenway Rd.
Phoenix, AZ 85032

T 602.494.0800

F 602.992.0648

January 25, 2023

VIA ELECTRONIC MAIL

City of Apache Junction
Apache Junction, AZ
Peoria JOC – P19 – 0034

RE: GUARANTEED MAXIMUM PRICE PROPOSAL | City of Apache Junction Parks & Rec Admin Addition

Dear Ms. Langenbach,

On behalf of CORE Construction, I am pleased to submit our Guaranteed Maximum Price (GMP) proposal for the City of Apache Junction Parks & Rec Admin Addition.

GMP Summary:

Total Guaranteed Maximum Price	\$2,602,184
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Enclosed you will find the Basis of GMP Clarifications, GMP Cost Summary and Schedule of Values, an Enumeration of Documents, and a Construction Schedule.

We look forward to a successful and enjoyable project together. Thank you for this opportunity, please do not hesitate to contact me directly with any questions or comments.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tommy Zamora", is written over a horizontal line.

Tommy Zamora
PreConstruction Manager
CORE Construction



City of Apache Junction Parks & Rec Admin Addition

GMP 01.25.23

LOCATION: Apache Junction, AZ
ARCHITECT: Cole
DURATION(months): 8.5
WARRANTY(yrs): 2
SITE ACREAGE: 0.76
SQUARE FOOTAGE: 4,069

#	Description		Base Price	BREAKOUTS		
				BO #1 Site	BO #2 Building	BO #3 Demo Existing Admin Bldg
	GENERAL REQUIREMENTS		\$42,846	\$10,063	\$31,348	\$1,435
GR1	General Requirements		\$32,766	\$5,151	\$26,180	\$1,435
MT	Material Testing		\$8,225	\$4,113	\$4,113	\$0
FC	Final Clean		\$1,855	\$800	\$1,055	\$0
	DEMOLITION/ OFF-SITE INFRASTRUCTURE		\$81,556	\$26,878	\$0	\$54,678
1	Demolition		\$81,556	\$26,878	\$0	\$54,678
2	Hazardous Material Abatement	(BY OWNER)	\$0	\$0	\$0	\$0
	SITE WORK (ROUGH)		\$159,267	\$153,267	\$6,000	\$0
6	Surveying/Staking		\$15,000	\$9,000	\$6,000	\$0
7	Earthwork & Paving		\$57,710	\$57,710	\$0	\$0
8	Site Utilities		\$85,942	\$85,942	\$0	\$0
9	Drywells	(NOT APPLICABLE)	\$0	\$0	\$0	\$0
10	Dry Utilities	(SEE LINE #102)	\$0	\$0	\$0	\$0
11	Soil Treatment		\$615	\$615	\$0	\$0
	SITE WORK (FINISH)		\$74,805	\$74,805	\$0	\$0
14	Site Signage & Striping		\$650	\$650	\$0	\$0
15	Landscaping & Irrigation		\$27,774	\$27,774	\$0	\$0
18	Fencing & Gates		\$10,388	\$10,388	\$0	\$0
19	Site Concrete		\$29,493	\$29,493	\$0	\$0
20	Site Masonry		\$6,500	\$6,500	\$0	\$0
	STRUCTURE		\$344,843	\$0	\$344,843	\$0
27	Building Concrete		\$73,248	\$0	\$73,248	\$0
28	Structural Masonry		\$146,195	\$0	\$146,195	\$0
30	Steel Package		\$115,000	\$0	\$115,000	\$0
31	Misc. Metals		\$0	\$0	\$0	\$0
33	Rough Carpentry		\$10,400	\$0	\$10,400	\$0
	ENCLOSURE		\$165,464	\$0	\$165,464	\$0
38	Insulation		\$10,174	\$0	\$10,174	\$0
40	Glass & Glazing		\$62,400	\$0	\$62,400	\$0
44	Fire Stopping & Joint Sealants		\$2,810	\$0	\$2,810	\$0
47	Membrane Roofing		\$90,080	\$0	\$90,080	\$0
50	Roof Specialties & Accessories	(SEE LINE #47)	\$0	\$0	\$0	\$0
51	Sheet Metal Flashing & Trim	(SEE LINE #47)	\$0	\$0	\$0	\$0
	INTERIOR FINISHES		\$248,596	\$0	\$248,596	\$0
55	Finished Carpentry & Millwork		\$29,649	\$0	\$29,649	\$0
56	HM Frames, Doors, & Hardware		\$88,705	\$0	\$88,705	\$0
59	Metal Studs & Drywall Package		\$67,073	\$0	\$67,073	\$0
60	FRP	(SEE LINE #59)	\$0	\$0	\$0	\$0
61	Painting		\$19,286	\$0	\$19,286	\$0
62	Acoustical Ceilings & Wall Panels		\$13,850	\$0	\$13,850	\$0
64	Tile Package		\$7,790	\$0	\$7,790	\$0
65	Flooring Package		\$11,154	\$0	\$11,154	\$0
66	Concrete Sealing, Grinding & Polishing		\$11,089	\$0	\$11,089	\$0
	SPECIALTIES		\$8,085	\$0	\$8,085	\$0
72	Window Shades & Curtains		\$2,613	\$0	\$2,613	\$0
73	Signage Package		\$3,350	\$0	\$3,350	\$0
75	Toilet Partitions & Accessories, Fire Ext., & Corner Guards		\$2,122	\$0	\$2,122	\$0
	EQUIPMENT		\$0	\$0	\$0	\$0
86	Residential Appliances	(BY OWNER)	\$0	\$0	\$0	\$0
92	FF&E	(BY OWNER)	\$0	\$0	\$0	\$0
	MEP SYSTEMS		\$487,072	\$0	\$475,472	\$11,600
97	Fire Sprinkler Systems		\$15,600	\$0	\$15,600	\$0
98	Plumbing Systems		\$110,950	\$0	\$104,350	\$6,600
99	HVAC Systems		\$141,790	\$0	\$141,790	\$0
101	Test & Balance		\$1,050	\$0	\$1,050	\$0
102	Electrical Systems		\$200,249	\$0	\$195,249	\$5,000
103	Fire Alarm Systems		\$17,433	\$0	\$17,433	\$0
	SPECIAL SYSTEMS		\$73,354	\$0	\$73,354	\$0
109	Structured Cabling Systems		\$39,812	\$0	\$39,812	\$0
110	Security/Access Control Systems		\$33,542	\$0	\$33,542	\$0
111	Audio Visual Systems	(BY OWNER)	\$0	\$0	\$0	\$0
	CONTINGENCIES & ALLOWANCES		\$156,131	\$24,543	\$124,750	\$6,838
3.0%	Construction Contingency		\$78,066	\$12,272	\$62,375	\$3,419
2.0%	Design Contingency		\$52,044	\$8,181	\$41,583	\$2,279
1.0%	Escalation Allowance		\$26,022	\$4,091	\$20,792	\$1,140

Subtotal		\$1,842,020	\$289,556	\$1,477,912	\$74,552
Subtotal (with GC's)		\$2,214,577	\$348,121	\$1,769,460	\$96,997
Subtotal (with GC's & Insurance)		\$2,326,752	\$365,754	\$1,859,088	\$101,910
Subtotal (with GC's, Insurance, & Tax)		\$2,472,075	\$388,598	\$1,975,202	\$108,275
Subtotal (GC's, Insurance, Tax, & Fee)		\$2,602,184	\$409,051	\$2,079,160	\$113,973
		Estimate Amount	BO #1 Site	BO #2 Building	BO #3 Demo Existing Admin Bldg
Estimate Total		\$2,602,184	\$409,051	\$2,079,160	\$113,973



The Basis of Estimate is a written explanation clarifying the scope, assumptions and exclusions used in establishing the GMP estimate dated January 25th, 2023.

All costs are based on CORE's incorporation of the scope shown on the 12/20/2022 Design Development documents and the scope clarifications below.

ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS

Schedule

- See attached schedule.

Contingency

- Construction Contingency of 3% (\$78,066 direct cost) is included in this proposal – Construction Contingency is intended to be used at CORE's discretion to cover costs that have not been identified as a trade specific scope on the GMP setting documents and may require further clarification or coordination. These costs may include scope gap, coordination issues between trades, and missed scope during the subcontractor bidding process. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect.
- Owner/Design Contingency of 2% (\$52,044 direct cost) – is included in this proposal – Owner/Design contingency is intended to be used at the Owner's discretion to cover unforeseen conditions, design revisions, or additional scope requests made by the Owner and/or Design Team.

Allowances

- "Allowances" are considered to be an allotted sum of money included for a particular system or scope of work for which sufficient detail is not available to determine a definitive cost. A reasonable estimate for an assumed scope and quality is included as a placeholder. The Owner receives the savings for any amount under the allocation and is responsible for any amount over the allocation. We have included the "Allowances" listed below:
 1. Escalation Allowance is included in this proposal – \$26,022 (direct cost)
 - a) This allowance is included on the Schedule of Values below Contingencies & Allowances and is intended to be used to cover the industry-wide fluctuation and cost increases due to escalation of materials, equipment, or products costs between the date of this GMP proposal and the time when the job is ready for the installation of the affected material. If there is an increase in price of materials, equipment, or products, this allowance shall be used to cover these increased costs, provided that the Contractor gives the Owner written notice and documentation of the increased costs.





Alternates

- There are no alternates.

General Assumptions

- This GMP proposal is valid for 15 days.
- Any cost savings from approved value engineering after executed GMP will be added to the CMAR's Construction Contingency.
- CORE has not included any costs for building permit, mechanical/electrical/plumbing permits. We have included a Dust permit and NESHAP for the demo.
- We assume normal working hours.
- This GMP proposal includes all costs related to warranty as required in the contract.
- This estimate proposal is considered a Lump Sum, not line item proposal.
- We acknowledge the following Geotechnical Report issued by RAMM:
- Geotechnical Report Project No. G28630 dated October 5, 2022.
- Normal shrinkage cracking of the slab is expected and shall not be cause for removal or replacement of structurally sound slabs
- CORE does not recommend or endorse any specific topical vapor moisture barrier as they have proven to promote Alkaline Silica Reaction (ASR). In addition, CORE does not recommend installation of an under-slab vapor barrier at areas where polished or sealed concrete will be the finished product. It is our experience that using an under-slab vapor barrier will contribute to slab curling which will affect the final appearance on concrete grinding, especially for "salt-and-pepper" light aggregate exposure finish.
- CORE has included slab-on-grade concrete with a higher Water/Cement (W/C) ratio and omitted vapor barrier wherever floor coverings are not included. All W/C ratios for non-structural slab-on-grades will be reviewed, evaluated, and subject to modification by CORE. This would include all polished and sealed concrete areas.
- CORE has not included any existing relocation or new off-site street lighting, Fire Department crossing lighting, or other off-site improvements.
- The following agreed to hourly rates will be used to determine and define "Actual Costs". The Actual Costs for each of the agreed to rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes and insurances.

	<u>Standard Rate</u>	<u>Overtime Rate</u>
PreConstruction:		
Director of PreConstruction	\$159	-
PreConstruction Manager	\$132	-
Asst. PreConstruction Manager	\$98	-
PreConstruction Coordinator	\$74	-
Project Management:		
Project Director	\$159	-





Sr. Project Manager	\$144	-
Project Manager	\$132	-
Asst. Project Manager	\$103	-
Project Engineer	\$92	-
Scheduler	\$107	-
Virtual Construction Director	\$132	-
Virtual Construction Manager	\$107	-
Construction Coordinator	\$79	-
Project Accountant	\$83	-
Contracts Administrator	\$72	-
IT Technician	\$75	-
Intern	\$43	\$65

Field Operations:

Director of Field Operations	\$166	-
General Superintendent	\$159	-
Sr. Superintendent	\$152	-
Project Superintendent	\$130	-
Asst. Superintendent	\$107	-
Safety Director	\$109	-
Carpenter	\$84	\$126
Water Truck Driver	\$81	\$122
Painter	\$81	\$122
Laborer	\$64	\$96

Note: All rates may be subject to a 5% increase on June 1, 2023

Specific Exclusions to GMP

- a. Asbestos Abatement (assumed by Owner)
- b. FF&E - Furniture, Fixtures, and Equipment
- c. Special Systems other than Fire Alarm, Structured Cabling, and Security & Access Control
- d. Residential Appliances
- e. Special Inspections
- f. Security Cameras (pathways only included)
- g. New domestic water service. It is assumed that domestic water can be tapped from existing building's internal piping.
- h. Drywells
- i. Improvements, upgrades, and maintenance to the existing building
- j. Upgrading the existing building's Fire Alarm Panel
- k. The following specification sections are excluded and assumed not to be required:
 - o 073216 Concrete Roofing Tiles
 - o 04300 Masonry Wall Insulating Spray Foam Fill
 - o 078100 Applied Fireproofing
- l. The following are excluded and assumed to be by Owner or Owner's vendor:
 - o Hazardous Material (Asbestos) Abatement



- Gas
- Salvage and Relocation of any existing equipment or furnishings
- Intercom, Paging, and Clock Systems
- Audio and Video Equipment of any kind including Monitors, Smart Boards, Projectors
- HVAC DDC Controls Systems
- Delivery and Installation of all above

Other Scope Specific Assumptions and Clarifications:

LINE ITEM 1 | Demolition

1. We have included:
 - Demolish and remove the existing Multi-Generational Center modular buildings. Includes the following:
 - Demolition and removal of existing buildings, trees, and sidewalk.
 - Mass grading required to level existing building pads.
 - The existing building pad will be covered with new decomposed granite.
 - Electrical service will be made safe and capped at grade.
 - Plumbing service (domestic water and sewer) will be made safe and capped at grade.
2. We have **NOT** included:
 - Remove and/or replanting saguaro cacti

LINE ITEM 8 | Site Utilities

1. We have included:
 - Temporary fencing needed for sewer line replacement
 - New sewer service
 - Native soil backfill at new sewer in lieu of ½ sack slurry
2. We have **NOT** included:
 - Domestic Water, Fire, Irrigation, Gas and Storm Water services or adjustments to existing utilities.
 - Manholes
 - ½ Sack slurry backfill for sewer line per City of Apache Junction Detail AJ-200M, Type S.

LINE ITEM 14 | Site Signage & Striping

1. We have included:
 - Handicap stall stencil
 - Handicap stall yellow markings
 - Yellow loading striping
 - Parking Stall Striping

LINE ITEM 15 | Landscaping & Irrigation

1. We have included:
 - Decomposed granite
 - Fine grade rake
 - Rip Rap at RDL's
 - (2 EA) 36" Box Tree using existing irrigation
2. We have **NOT** included:
 - Plantings per sheet L-100
 - Irrigation
 - Steel landscape headers
 - Fractured granite

LINE ITEM 18 | Fencing & Gates

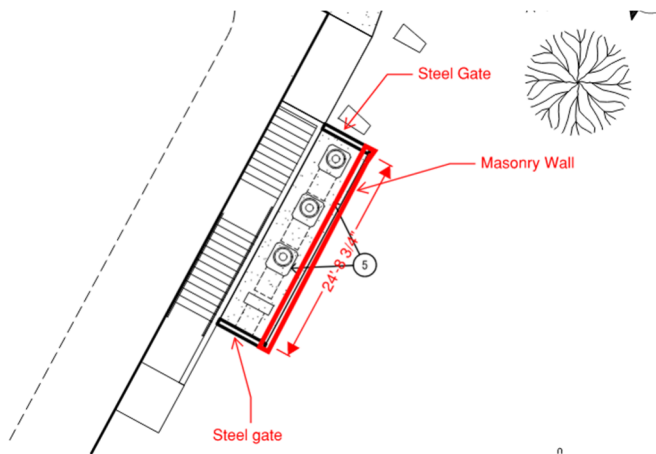
1. We have included:
 - (2 EA) HVAC Screen Wall Gate, 5' x 6'

LINE ITEM 19 | Site Concrete

1. We have included:
 - Concrete loading ramp
 - Concrete Footing 1' x 2' - HVAC Screen wall

LINE ITEM 20 | Site Masonry

1. We have included:
 - HVAC Screen wall with precast cap as shown below

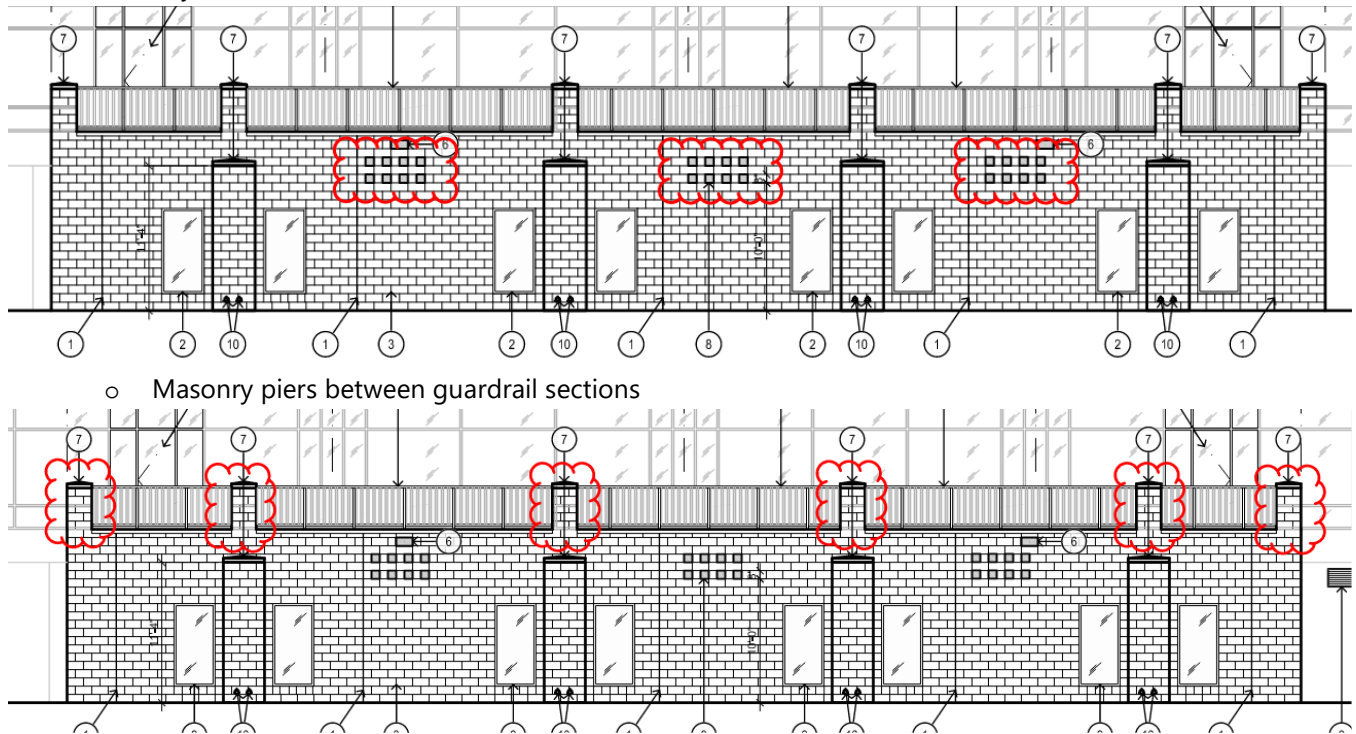


LINE ITEM 27 | Building Concrete

1. We have included:
 - Microfibers and shrinkage reducing admixtures
2. We have included vapor barrier under areas receiving flooring products. No vapor barrier will be installed at polished and sealed concrete areas.

LINE ITEM 28 | Structural Masonry

1. We have included:
 - Mesastone Durango 8x8x16 masonry units for all locations
2. We have **NOT** included:
 - Keynote 8 on sheet A301, 8 x 8 x 8 Standard CMU with 1 inch offset



LINE ITEM 30 | Steel Package

1. We have **NOT** included:
 - Powder Coated Railings

LINE ITEM 33 | Rough Carpentry

1. We have included:
 - Parapet Nailer



- Misc. backing and blocking
- Plywood at IDF room

LINE ITEM 38 | Insulation

1. We have included:
 - R-38 unfaced fiberglass batts (Wired) at underside of roof deck
 - R-13 unfaced fiberglass batts at exterior furred walls
 - R-13 unfaced fiberglass batts in 4" interior walls
 - R-19 unfaced fiberglass batts in 6" interior walls
2. We have **NOT** included:
 - Rigid insulation
 - Foam insulation

LINE ITEM 40 | Glass & Glazing

1. We have included:
 - 1st Level Exterior Storefront System and Door (101A) – Type 1
 - 2nd Level Exterior Storefront Systems and Doors (201A & 201B) – Type 5
 - Exterior Windows – Type A
 - Interior Windows – Type B
2. We have **NOT** included:
 - ADA Door Operators

LINE ITEM 44 | Fire Stopping & Joint Sealants

1. We have included:
 - Roof drains
 - Louvers
 - Concrete cap at masonry walls
 - Floor to CMU wall
 - Interior floor sawcut joints
 - Control joints in hardscape
 - Exterior HM Door Perimeter

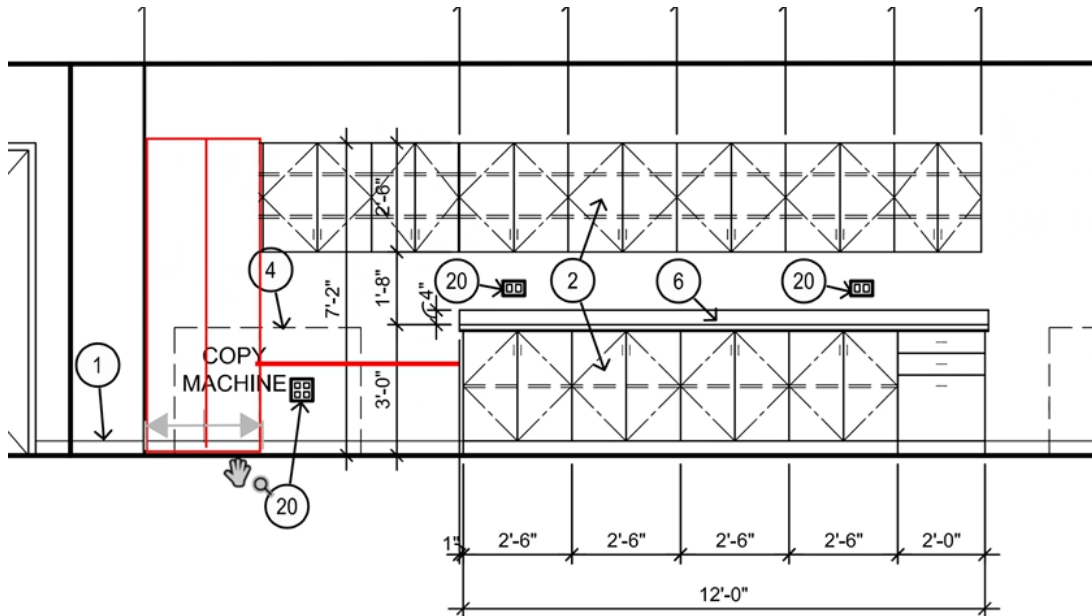


LINE ITEM 47 | Membrane Roofing

1. We have included:
 - 60-mil TPO roofing membrane mechanically attached through 1/2-inch coverboard and 1-inch 60 psi insulation to metal deck, tapered crickets 60 psi adhered, and wall base flashings terminated to 12-inches above roof surface.
 - Parapet coping
 - Pavers (24 x 24 x 2 locally found) over pedestals

LINE ITEM 55 | Finished Carpentry & Millwork

1. We have included:
 - 4' Wide workroom island
 - Solid Surface Countertops
 - Plastic Laminate Cabinets
 - Steel supports in wall at lobby transaction countertop
 - Additional countertop workstation desk, tall cabinet, and upper cabinet in the workroom as shown below.



LINE ITEM 56 | HM Frames, Doors, & Hardware

1. We have included:
 - (4 EA) HM Frames 14G A60
 - (6 EA) HM Doors 16G A60 Seamless Edges
 - Door 109C 60min rated

- (15 EA) Wood Door
- (15 EA) Western Integrated KD Aluminum Door Frames with 304-2 2" Snap-on trim – Clear Anodized
- (1 EA) Western Integrated KD Aluminum Window Frame with 304-2 2" Snap-on trim – Clear Anodized

2. We have **NOT** included:

- ADA Door Operators

LINE ITEM 59 | Metal Studs & Drywall Package

1. We have included:

- 5/8" Glass-Mat moisture resistant gypsum at Tile walls
- 5/8" moisture resistant gypsum at wet walls
- Gypsum finish to be Spray-on Orange Peel Texture
- FRP

LINE ITEM 61 | Painting

1. We have included:

- Interior gypsum
- Exterior CMU (Water Repellent or Paint)
- Exposed ceilings
- Guardrails (High performance coating)
- HM Doors/frames

2. We have **NOT** included:

- Painting the existing building

LINE ITEM 62 | Acoustical Ceiling & Wall Panels

1. We have included:

- Armstrong Dune 2x2 Tegular with 15/16" Grid system

LINE ITEM 64 | Tile Package

1. We have included:

- 12" x 24" Group 1 porcelain tile
- Epoxy grout

LINE ITEM 65 | Flooring package

1. We have included:
 - Carpet - Shaw, Transparent 59563, Color TBD, 24"x24"
 - Rubber Base, 4" Coved - Color TBD

LINE ITEM 66 | Concrete Sealing, Grinding & Polishing

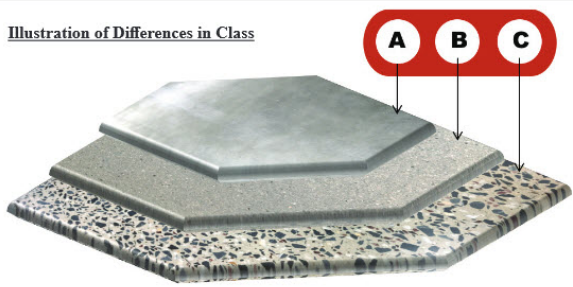
1. We have included:
 - Polished Concrete – Level 3, Class B
 - Sealed Concrete
2. The following Levels and Classifications will be used to describe each flooring finish type: *(The charts below are from the American Society of Concrete Contractors – Concrete Polishing Council):*

 CONCRETE POLISHING COUNCIL POLISHED CONCRETE AGGREGATE EXPOSURE CHART <small>REPLACES CPAA AGGREGATE EXPOSURE CHART</small>		
CLASS	NAME	SURFACE EXPOSURE, %
A	Cement Fines	85 – 95 % Cement Fines 5 – 15 % Fine Aggregate
B	Fine Aggregate	85 – 95 % Fine Aggregate 5 – 15 % Blend of Cement Fines and Coarse Aggregate
C	Coarse Aggregate	80 – 90 % Coarse Aggregate 10 – 20 % Blend of Cement Fines and Fine Aggregate

Aggregate exposure class denotes the surface exposure after grinding and polishing operations. The density, size and distribution of the aggregates at the surface depends on the concrete mix design and placing and finishing operations. Floor flatness at the time of grinding and polishing operations is an important consideration in selecting the appropriate aggregate exposure class.

Surface exposure percentages are based on visual observation of the overall area of the polished floor.

Illustration of Differences in Class




Caution: This provides a visual representation of the differences in Class A, B and C. This may not represent the polished concrete in your area as it varies based on aggregate type, gradation, size and distribution. Consult with your CPC Polishing Contractor to see reference samples or mockups.

Contact your Concrete Polishing Council (CPC) contractor or the CPC Hotline at (844) 923-4678 or by email at cpchotline@asconline.org with any questions.

PCAEC – 11.17

AMERICAN SOCIETY OF CONCRETE CONTRACTORS

 CONCRETE POLISHING COUNCIL POLISHED CONCRETE APPEARANCE CHART <small>REPLACES CPAA FINISHED GLOSS CHART</small>				
LEVEL	NAME	DISTINCTNESS-OF-IMAGE (DOI) GLOSS	IMAGE CLARITY VALUE, %	HAZE INDEX
1	Flat (Ground)	Images of objects being reflected have a flat appearance.	0 – 9	<10
2	Satin (Honed)	Images of objects being reflected have a matte appearance.	10 – 39	
3	Polished	Images of objects being reflected do not have a sharp and crisp appearance but can be easily identified.	40 – 69	
4	Highly Polished	Images of objects being reflected have a sharp and crisp appearance as would be seen in a near-mirror like reflection. May require grouting.	70 – 100	

■ **Distinctness-of-Image (DOI) Gloss**

- DOI is the sharpness of images of objects produced by reflection at a polished surface, sometimes called image clarity.
- Measurement by Image Clarity Meter (ASTM D5767): The DOI, Image Clarity Value, obtained from this test method, range from 0 to 100 with a value of 100 representing perfect DOI (image clarity).

■ **Haze**

- Haze is the cloudiness or milky appearance of images of objects produced by reflection in a polished surface.
- Measurement by Glossmeter (ASTM D4039): The Haze Index, obtained from this test method, is computed using the numeric difference between the value of specular gloss at 60° and the value of specular gloss at 20°.

■ **Measurements for Compliance**

- The Image Clarity Meter and Glossmeter must be calibrated and used in accordance with ASTM D5767 and ASTM D4039.
- The minimum number of tests distributed across the polished surface should be three for areas up to 1000 ft² and one additional test for each 1000 ft² or fraction thereof. This applies to both the Image Clarity Value and Haze Index.
- The mean (average) values of the test results should be used to evaluate compliance with this chart.

Contact your Concrete Polishing Council (CPC) contractor or the CPC Hotline at (844) 923-4678 or by email at cpchotline@asconline.org with any questions.

PCAEC – 11.17

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Aggregate Exposure Classification:

- a) "Cement Fines" = Class A grind
- b) "Fine Aggregate" = Class B grind
- c) "Coarse Aggregate" = Class C grind

Polished Appearance Classification:

- a) "Flat – Ground" = Level 1, 0% – 9% image clarity
- b) "Satin – Honed" = Level 2, 10% – 39% image clarity
- c) "Polished" = Level 3, 40% – 69% image clarity
- d) "Highly Polished" = Level 4, 70% – 100% image clarity

LINE ITEM 72 | Window Shades & Curtains

- 1. We have included:
 - o Interior and exterior mini blinds

LINE ITEM 73 | Signage Package

- 1. We have included:
 - o Room Signage
 - o Vinyl window decal for entrance to read "Parks & Recreation Administration"
- 2. We have **NOT** included:
 - o Marquee Sign
 - o Building letters or address numbers
 - o Monument sign

LINE ITEM 75 | Toilet Partitions & Accessories, Fire Ext., & Corner Guards

- 1. We have included:
 - o Grab bars
 - o Mirror
 - o Waste Receptacle
 - o Mop and Broom Holder
 - o (4 EA) 5lb fire extinguishers and bracket
 - o (4 EA) Corner guards

LINE ITEM 97 | Fire Sprinkler Systems

- 1. We have included:
 - o Extending the existing fire sprinkler system from the exterior soffit that is being removed.
 - o Design and permit
 - o Wet stand pipe overhead sprinkler system

LINE ITEM 98 | Plumbing Systems

1. We have included:
 - 2" Domestic water piping to feed new addition will be piped through building as shown below.

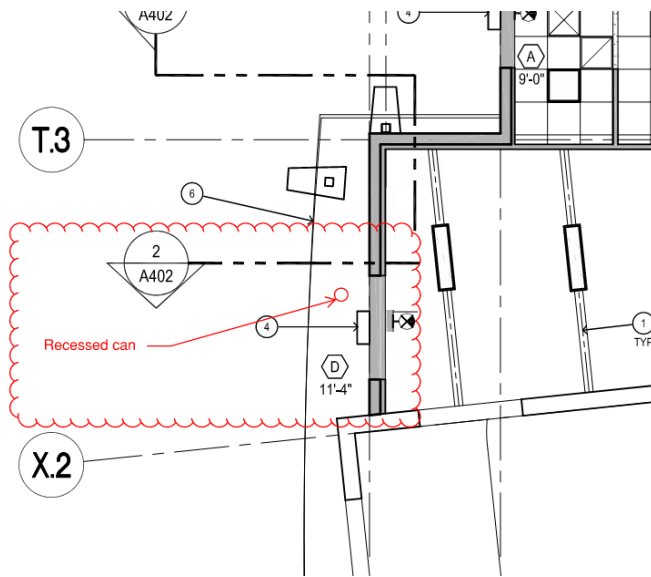


LINE ITEM 99 | HVAC Systems

1. We have included:
 - Thermostat controls
 - Trench and backfill for refrigerant lines
2. We have **NOT** included:
 - DDC Controls System

LINE ITEM 102 | Electrical Systems

1. We have included:
 - Electrical service to be mounted to the underside of track deck rather than underground exterior
 - Wall pack exterior lighting to be dark sky compliant
 - 6" can exterior soffit light



- Weatherproof exterior receptacles
- Low voltage pathways (Fire Alarm, Security, IT Cabling)
- Rough in for (3 EA) security cameras
- One side of workroom island to have 220v/240 dedicated circuit for laminator. Also, a standard duplex receptacle.
- Relocating one EV blink charging station

LINE ITEM 103 | Fire Alarm Systems

1. We have included:
 - Alterations as needed to the existing Multigenerational Center Notifier Addressable Fire Alarm Panel for the new 4000 SF addition.
 - Shop Drawings, wiring, installation, device terminations, panel installations, programming and final certification testing.
2. We have **NOT** included:
 - Upgrading the existing Multigenerational Center Fire Alarm equipment

LINE ITEM 109 | Structured Cabling Systems

1. We have included:
 - (1 EA) Wireless Access Point at second level
 - Fiber from 2nd level existing IT room to pullbox outside of new addition IT Room
 - Data drops to exterior weatherproof receptacles
 - HDMI Cable ran through floor box outlet to TV location



LINE ITEM 110 | Security/Access Control Systems

1. We have included:

- Keyscan system panel
- Card readers at exterior doors that drawings are not showing
- Door Open button at receptionist
- (3 EA) Security cameras, cabling, and programming these devices to the existing system.





Schedule



City of AJ Parks and Rec. Admin Addition

ID	Task Name	Finish	Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024		
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1	PROJECT SUMMARY	Wed 4/13/22															
45	Proposal Delivered to EDS/City of AJ	Wed 1/25/23	◆ 1/25														
47	Submit for Council Approval - Feb. 21 Council Meeting	Tue 2/21/23		◆ 2/21													
59	Building Pad Complete	Thu 4/27/23				◆ 4/27											
63	Underground Utilities complete	Tue 5/16/23					◆ 5/16										
71	Slab on Grade Complete	Wed 6/14/23						◆ 6/14									
74	Masonry Complete	Thu 7/20/23							◆ 7/20								
77	Building Topped Out	Fri 8/4/23							◆ 8/4								
83	Building Dry-In Complete	Wed 8/23/23								◆ 8/23							
92	Framing Complete	Fri 9/15/23										◆ 9/15					
99	Drywall Complete	Wed 10/25/23											◆ 10/25				
109	Flooring Complete	Tue 12/5/23												◆ 12/5			
118	Trim Complete	Tue 12/19/23												◆ 12/19			
120	Parks & Rec Addition Substantial Completion	Fri 12/22/23												◆ 12/22			
122	City of AJ Parks and Rec Addition Final Completion	Tue 1/23/24													◆ 1/23		
124	Demolish Existing Parks & Rec Bldgs Administration Complete	Tue 2/6/24													◆ 2/6		

EXHIBIT B

Project Plans & Specifications

SHEET INDEX

<u>ARCHITECTURAL DRAWINGS</u>	<u>DATE</u>	<u>ADDENDUM NO. 01</u>
A001 COVER SHEET	12-20-2022	
A002 SHEET INDEX, CODE ANALYSIS, EXITING PLAN	11-16-2022	
A101 OVERALL SITE PLAN	11-16-2022	
A102 DEMO SITE PLAN	11-16-2022	
A103 NEW SITE PLAN	11-16-2022	
A110 SITE DETAILS	11-16-2022	
A201 FIRST FLOOR - FLOOR PLAN DEMO	11-16-2022	
A202 FIRST FLOOR - FLOOR PLAN NEW	11-16-2022	
A203 SECOND FLOOR - FLOOR PLAN DEMO	11-16-2022	
A204 SECOND FLOOR - FLOOR/ROOF PLAN	11-16-2022	
A210 FIRST FLOOR - RCP PLAN	11-16-2022	
A301 EXTERIOR ELEVATIONS	11-16-2022	
A310 BUILDING SECTIONS	11-16-2022	
A401 WALL SECTIONS	11-16-2022	
A402 WALL SECTIONS	11-16-2022	
A501 TYPICAL MOUNTING HEIGHTS INTERIOR ELEVATIONS	11-16-2022	
A601 ENLARGED TOILET ROOM PLAN AND DETAILS	11-16-2022	
A801 DOORS AND WINDOW SCHEDULES	11-16-2022	
A901 BUILDING DETAILS	11-16-2022	
<u>CIVIL DRAWINGS</u>	<u>DATE</u>	
G-001 COVER SHEET	12-05-2022	12-20-2022
C-001 NOTE SHEET	12-05-2022	12-20-2022
C-002 GRADING PLAN	12-05-2022	12-20-2022
C-003 UTILITY PLAN		12-20-2022
C-004 PAVING PLAN		12-20-2022
<u>LANDSCAPE DRAWINGS</u>	<u>DATE</u>	
L100 CONCEPTUAL PLANTING PLAN	11-16-2022	
NPI100 NATIVE PLANT PRESERVATION PLAN	11-16-2022	
<u>STRUCTURAL DRAWINGS</u>	<u>DATE</u>	
S001 LEGEND SHEET	12-15-2022	
S002 GENERAL STRUCTURAL NOTES	12-15-2022	
S003 SPECIAL INSPECTION SCHEDULES	12-15-2022	
S201 FOUNDATION PLAN	12-15-2022	
S202 LOWER ROOF FRAMING PLAN	12-15-2022	
S401 TYPICAL FOUNDATION SCHEDULES AND DETAILS	12-15-2022	
S402 MASONRY TYPICAL SCHEDULES AND DETAILS	12-15-2022	
S403 MASONRY TYPICAL SCHEDULES AND DETAILS	12-15-2022	
S404 STEEL SCHEDULES AND TYPICAL DETAILS	12-15-2022	
S501 FOUNDATION DETAILS	12-15-2022	
S701 FRAMING DETAILS	12-15-2022	
<u>MECHANICAL DRAWINGS</u>	<u>DATE</u>	
M0.1 MECHANICAL LEGENDS AND NOTES	11-16-2022	
M1.0 NEW MECHANICAL FLOOR PLAN	11-16-2022	
M2.0 MECHANICAL SCHEDULES	11-16-2022	
M3.0 MECHANICAL DETAILS NOTES AND SCHEDULES	11-16-2022	
<u>PLUMBING DRAWINGS</u>	<u>DATE</u>	
P0.1 PLUMBING COVER SHEET	11-16-2022	12-20-2022
P1.0 PLUMBING WASTE AND RE/OD FLOOR PLAN	11-16-2022	12-20-2022
P1.1 1ST FLOOR PLUMBING FLOOR PLAN	11-16-2022	12-20-2022
P1.2 2ND FLOOR PLUMBING FLOOR PLAN		12-20-2022
P2.0 PLUMBING SCHEMATICS	11-16-2022	12-20-2022
P3.0 PLUMBING DETAILS	11-16-2022	12-20-2022
<u>ELECTRICAL DRAWINGS</u>	<u>DATE</u>	
E001 ELECTRICAL LEGENDS	11-16-2022	12-20-2022
E002 ELECTRICAL GENERAL NOTES	11-16-2022	12-20-2022
ES101 ELECTRICAL SITE PLAN	11-16-2022	12-20-2022
E101 ELECTRICAL LIGHTING PLAN 1ST LEVEL	11-16-2022	12-20-2022
E201 ELECTRICAL POWER PLAN 1ST LEVEL	11-16-2022	12-20-2022
E202 ELECTRICAL POWER PLAN 1ST LEVEL	11-16-2022	12-20-2022
E301 NEW MECHANICAL FLOOR PLAN	11-16-2022	12-20-2022
E401 ONE-LINE DIAGRAM	11-16-2022	12-20-2022