



City Council Regular Meeting

Thursday, February 24, 2022
6:00 p.m.

Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ



Our Vision

We are a world-class City that provides an exceptional quality of life.

Our Brand

A safe, diverse, equitable and inclusive community that connects people, chooses innovation and inspires excellence.

Our Goals

City Council Strategic Policy Goals

1. Being the most connected City
2. Being a leader in trust and transparency
3. Maintaining fiscal sustainability
4. Attracting a range of private sector businesses
5. Fostering a contemporary culture that embraces unity
6. Being safe and beautiful



From left to right: Councilmember Matt Orlando, Councilmember René Lopez, Councilmember Mark Stewart, Mayor Kevin Hartke, Councilmember OD Harris, Councilmember Christine Ellis, Vice Mayor Terry Roe

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a REGULAR MEETING open to the public on Thursday, February 24, 2022, at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

Persons with disabilities may request a reasonable modification or communication aids and services by contacting the City Clerk's office at 480-782-2181 (711 via AZRS). Please make requests in advance as it affords the City time to accommodate the request.

Agendas are available in the Office of the City Clerk, 175 S. Arizona Avenue.



Regular Meeting Agenda

City Council Strategic Framework Focus Areas: Legend



Economic Vitality



Mobility



Quality of Life



Innovation and Technology



Neighborhoods



General Governance

Call to Order

Roll Call

Invocation - Pastor Robert Felix, Chandler Presbyterian Church

Pledge of Allegiance

Scheduled Public Appearances

1. Proclamation - Golden Rule City
2. Proclamation - Disability Awareness Month
3. Disability Awareness Awards
4. Presentation - Teen Dating Violence Awareness, Domestic Violence Commission
Chair Polly Knappe

Consent Agenda


Items listed on the Consent Agenda may be enacted by one motion and one vote. If a discussion is required by members of the governing body, the item will be removed from the Consent Agenda for discussion and determination will be made if the item will be considered separately.



Airport


1. **Resolution No. 5552 Authorizing an Amended Grant Agreement with the Arizona Department of Transportation (ADOT) for the Construction of a Wildlife Exclusion Fence at the Chandler Municipal Airport**

Resolution No. 5552 authorizing an amended grant agreement with the Arizona Department of Transportation (ADOT) to accept a grant not to exceed \$1,107,500 for the construction of wildlife exclusion fence at the Chandler Municipal Airport; authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to effect the agreement.

Council Focus Area(s): 

2. **Resolution No. 5553 Authorizing a Grant Agreement with the Federal Aviation Administration (FAA) to accept a Bipartisan Infrastructure Law (BIL) Grant for Airport Purposes**

Move City Council pass and adopt Resolution No. 5553 authorizing a grant agreement with the Federal Aviation Administration to accept a Bipartisan Infrastructure Law (BIL) grant not to exceed \$295,000 for airport purposes; and authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to effect the agreement.

Council Focus Area(s): 



3. February 2022 City Council Minutes

Move City Council approve the Council Meeting minutes of the Special Meeting of February 7, 2022; Study Session of February 7, 2022; Work Session of February 10, 2022; and the Regular Meeting of February 10, 2022.



Council Focus Area(s): 



City Magistrate

4. Resolution No. 5556 Approving an Intergovernmental Agreement with the City of Tempe for the East Valley Regional Veterans Treatment Court

Move City Council approve Resolution No. 5556, authorizing the Mayor to execute an intergovernmental agreement with the City of Tempe allowing City of Chandler Municipal Court to participate in the Maricopa County East Valley Regional Veterans Treatment Court.


Council Focus Area(s):  



Communications and Public Affairs

5. **Agreement No. CAPA2-918-4421, with Davidson Belluso, for Digital Marketing Services for Recruitment Campaigns**

Move City Council approve Agreement No. CAPA2-918-4421, with Davidson Belluso, for digital marketing services for recruitment campaigns, in an amount not to exceed \$300,000 for a period of one year beginning March 1, 2022, through February 28, 2023, with the option of up to four additional one-year extensions.

Council Focus Area(s): 



Development Services


6. **Final adoption of Ordinance No. 4993 adopting the 2021 Editions of the International Building Codes**

Move City Council adopt Ordinance No. 4993, adopting the 2021 editions of the International Building, Plumbing, Mechanical, Residential, Fuel Gas, Energy Conservation, Existing Building, Swimming Pool and Spa Codes, and the 2020 edition of the National Electrical Code, with local amendments.

Council Focus Area(s):  

7. **Final Plat PLT21-0056, Chandler Crossing 2nd Amended**

Move City Council approve Final Plat PLT21-0056 Chandler Crossings 2nd Amended, located at the northeast corner of Arizona Avenue and Chandler Heights Road, as recommended by staff.

Council Focus Area(s): 

8. **Final Plat PLT21-0024, Hudson Crossings**


Move City Council approve Final Plat PLT21-0024, Hudson Crossings, located on the south side of Willis Road, east of McQueen Road, as recommended by staff.



Economic Development



9. **Resolution No. 5551, Authorizing Support for a Foreign Trade Zone Application for the Rinchem Distribution Facility; and Authorizing an Intergovernmental Agreement with the City of Phoenix**

Move City Council approve Resolution No. 5551, authorizing support for a Foreign Trade Zone Application for the Rinchem Company, Inc., distribution warehouse located at 6805 W. Morelos Place; authorizing the execution of an Intergovernmental Agreement between the City of Chandler and the City of Phoenix; and authorizing the Mayor to sign the Resolution and related documents as approved by the City Attorney.

Council Focus Area(s): 

10. **Agreement No. ED2-918-4422, with 2060 Digital, for Digital Marketing Services**

Move that City Council approve Agreement No. ED2-918-4422, with 2060 Digital, for digital marketing services, in an amount not to exceed \$400,000, for the period of one year, beginning March 1, 2022, through February 20, 2023, with the option of up to four additional one-year extensions.


Council Focus Area(s):  



Fire Department

11. **Final Adoption of Ordinance No. 4994 Amending the Code of the City of Chandler Chapter 28**

Move that City Council approve final adoption of Ordinance No. 4994 amending Chapter 28 of the Code of the City of Chandler, by repealing and replacing Chapter 28 in its entirety, and adopting the 2021 edition of the International Fire Code with local amendments.


Council Focus Area(s): 



Human Resources

12. **Agreement No. HR9-962-4000, Amendment No. 3, with Devau Human Resources, for Temporary Staffing Services**

Move City Council approve Agreement No. HR9-962-4000, Amendment No. 3, with Devau Human Resources, for temporary staffing services, in an amount not to exceed \$1,054,600, for the period of one year, beginning April 1, 2022, through March 31, 2023.

Council Focus Area(s): 



Management Services


13. **Agreement No. MS1-946-4303, for Procurement Card Services, with Bank of America**

Move City Council award Agreement No. MS1-946-4303 to Bank of America, for Procurement Card Services, for a two-year period, beginning January 1, 2022, through December 31, 2023, with up to four two-year options to extend.

Council Focus Area(s): 


14. **New License Series 12, Restaurant Liquor License application for Acqua Di Mare, LLC, DBA Acqua Di Mare**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 180113, a Series 12, Restaurant Liquor License, for Jared Michael Repinski, Agent, Acqua Di Mare, LLC, DBA Acqua Di Mare, located at 106 S. Oregon Street, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 302783.

Council Focus Area(s): 

15. **Adoption of Notice of Intention to Increase Certain Water, Wastewater, Reclaimed Water, and Solid Waste Rates and Set the Date for Public Hearing.**

Move to adopt the Notice of Intention to increase certain Water, Wastewater, Reclaimed Water, and Solid Waste fees and set the date for the Public Hearing on April 28, 2022.

Council Focus Area(s): 



Neighborhood Resources

16. **Resolution No. 5554 Accepting \$7,000,000 in redistributed ERA 1 funds from the US Department of the Treasury and Approving an Intergovernmental Agreement with Maricopa County for the Emergency Rental Assistance Program**

Move City Council pass and adopt resolution No. 5554 accepting \$7,000,000 in redistributed ERA1 funds from the US Department of the Treasury and approving an Intergovernmental Agreement between the City of Chandler and Maricopa County for the Emergency Rental Assistance Program.

Council Focus Area(s):  



Police Department


17. **Resolution No. 5557, Agreement with Off Duty Management for Management and Administrative Services for Police Department's Extra Duty Program and Assignments**

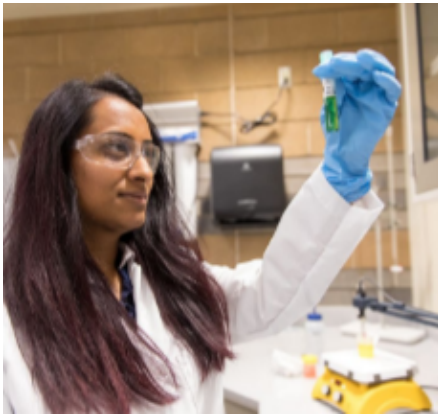
Move City Council approve Resolution No. 5557, repealing Resolution No. 5537 and Authorizing an Agreement between the City of Chandler and Off Duty Management, Inc. (ODM), to Provide Management and Administrative Services to the Police Department's Extra Duty Program and Assignments; and Authorizing the Chief of Police to Sign, Administer, Execute, and Submit all Documents and Other Necessary Instruments in Connection with Such Agreement.

Council Focus Area(s):  

18. **Purchase of Property and Evidence Walk-In Freezer and Installation Services**


Move City Council approve the utilization of Maricopa County Contract No. 171203, with Andrew's Refrigeration, Inc., and City of Chandler Agreement No. BF8-936-3802, with Western States Fire Protection Co., for the purchase of property and evidence walk-in freezer and installation services, in an amount not to exceed \$56,038.12.

Council Focus Area(s): 




Public Works and Utilities


19. **Resolution No. 5471 Approving an Intergovernmental Agreement Between the City of Chandler and Maricopa County for Right-of-Way Assistance for the Lindsay Road Improvement Project, from Ocotillo Road to Hunt Highway**
Move City Council pass and adopt Resolution No. 5471 approving an Intergovernmental Agreement between the City of Chandler and Maricopa County for right-of-way assistance for improvements to Lindsay Road from Ocotillo Road to Hunt Highway.

Council Focus Area(s): 

20. **Resolution No. 5543 Acquisition of Real Property for the Lindsay Road Improvement Project from Hunt Highway to Ocotillo Road**
Move City Council approve the Roadway Alignment for the Lindsay Road Improvements (Ocotillo Road to Hunt Highway), Project No. ST2001, and pass and adopt Resolution No. 5543 determining that acquisition of real property needed for the Lindsay Road Improvement Project from Hunt Highway to Ocotillo Road is a matter of public necessity, approving the purchase of such real property at market value plus closing and escrow fees; authorizing the City's Real Estate Manager to sign, on behalf of the City, the purchase agreements and any other documents necessary to facilitate these acquisitions; approving eminent domain proceedings as needed to acquire said real property and obtain immediate possession thereof; and approving relocation services as may be needed and required by law.


Council Focus Area(s): 

21. **Agreement No. SW1-926-4307, with River Recycling, LLC, for Processing and Marketing of Recyclable Materials**
Move City Council approve Agreement No. SW1-926-4307, with River Recycling, LLC, for processing and marketing of recyclable materials, in an amount not to exceed or total \$7,600,000, for the period beginning upon Agreement execution through September 30, 2027, with the option of one additional three-year extension.

Council Focus Area(s): 


22. **Agreement No. PW2-926-4473, with United Fibers, LLC, for Processing and Marketing of Curbside Collected Recyclable Materials**

Move City Council approve Agreement No. PW2-926-4473, with United Fibers, LLC, for the processing and marketing of curbside collected recyclable materials, in an amount not to exceed \$660,000 for the period beginning March 1, 2022, through December 31, 2022.

Council Focus Area(s): 

23. **Construction Manager at Risk Contract No. WW2111.401 - GMP1, with Achen-Gardner Construction, LLC, for the Chandler Heights Road Utility Relocations**

Move City Council award Construction Manager at Risk Contract No. WW2111.401 - GMP1 to Achen-Gardner Construction, LLC, for the Chandler Heights Road Utility Relocations, in an amount not to exceed \$1,371,579.28.

Council Focus Area(s): 


24. **Construction Manager at Risk Contract No. ST2009.401, with DCS Contracting, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 - GMP No. 1**

Move City Council award Construction Manager at Risk Contract No. ST2009.401 to DCS Contracting, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 - GMP No. 1, in an amount not to exceed \$239,525.46.

Council Focus Area(s):  


25. **Project Agreement No. WW2005.402, with B & F Contracting, Inc., Pursuant to Job Order Contract No. JOC1903.401, for the Jacaranda Parkway Sewer Rehabilitation**

Move City Council award Project Agreement No. WW2005.402, to B & F Contracting, Inc., Pursuant to Job Order Contract No. JOC1903.401, for the Jacaranda Parkway Sewer Rehabilitation, in an amount not to exceed \$1,944,081.66.

Council Focus Area(s): 


26. **Professional Services Agreement No. WW2005.452, with Dibble CM, LLC, for the Jacaranda Parkway Sewer Rehabilitation Construction Management Services**

Move City Council award Professional Services Agreement No. WW2005.452, to Dibble CM, LLC, for the Jacaranda Parkway Sewer Rehabilitation Construction Management Services, in an amount not to exceed \$148,208.

Council Focus Area(s): 


27. **Project Agreement No. WW2005.404, with B & F Contracting, Inc., Pursuant to Job Order Contract No. JOC1903.401, for the Ocotillo Small Diameter Sewer Rehabilitation**

Move City Council award Project Agreement No. WW2005.404 to B & F Contracting, Inc., Pursuant to Job Order Contract No. JOC1903.401, for the Ocotillo Small Diameter Sewer Rehabilitation, in an amount not to exceed \$258,305.24.

Council Focus Area(s): 


28. **Professional Services Agreement No. WW2111.452, with Dibble CM, LLC, for the Chandler Heights Road Utility Relocations Construction Management Services**

Move City Council award Professional Services Agreement No. WW2111.452, to Dibble CM, LLC, for the Chandler Heights Road Utility Relocations Construction Management Services, in an amount not to exceed \$1,131,790.

Council Focus Area(s): 


29. **Professional Services Agreement No. WW2111.271, with Wilson Engineers, LLC, for the Chandler Heights Road Utility Relocations Post-Design Services**

Move City Council award Professional Services Agreement No. WW2111.271 to Wilson Engineers, LLC, for the Chandler Heights Road Utility Relocations Post-Design Services, in an amount not to exceed \$444,411.30.

Council Focus Area(s): 

30. **Agreement No. PW0-745-4183, Amendment No. 2, with M.R. Tanner Development and Construction, Inc., for Street Maintenance Repaving, Surface Seal, and Repair Services**



Move City Council approve Agreement No. PW0-745-4183, Amendment No. 2, with M.R. Tanner Development and Construction, Inc., for street maintenance repaving, surface seal, and repair services, in an amount not to exceed \$7,241,860.75, for a one-year term, May 1, 2022, through April 30, 2023.

Council Focus Area(s): 

Public Hearing


31. **Annexation Public Hearing, ANX21-0007 Southeast corner Chandler Heights Road and 124th Street, approximately 10.12 acres located at the southeast corner of Chandler Heights Road and 124th Street**

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing


Council Focus Area(s):  

Informational

32. **Study Session & Regular Minutes of December 15, 2021, Planning and Zoning Commission**

Council Focus Area(s): 

33. **Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved**

Council Focus Area(s): 

Unscheduled Public Appearances

Current Events

1. Mayor's Announcements
2. Council's Announcements
3. City Manager's Announcements

Adjourn

**City Council Memorandum Airport Memo No.**

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Ryan Reeves, Airport Manager
From: Chris Andres, Airport Planning Administrator
Subject: Resolution No. 5552 authorizing an amended grant agreement with the Arizona Department of Transportation (ADOT) to accept a grant not to exceed \$1,107,500 for the construction of wildlife exclusion fence at the Chandler Municipal Airport; authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to effect the agreement.

Proposed Motion:

Resolution No. 5552 authorizing an amended grant agreement with the Arizona Department of Transportation (ADOT) to accept a grant not to exceed \$1,107,500 for the construction of wildlife exclusion fence at the Chandler Municipal Airport; authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to effect the agreement.

Background:

On May 27, 2021, City Council approved Resolution No. 5482, authorizing the City to accept up to \$996,750 for the installation of a wildlife exclusion fence at Chandler Municipal Airport, as identified in the 2021 Airport Master Plan. This amount required a local match of ten percent (10%) as the City's contribution toward the total cost of the project.

Recently, ADOT informed the Airport that the project would be funded entirely by ADOT and no local contribution is required for the project. This additional funding requires an amendment to the original grant to increase the state share of the project to 100% for a total of \$1,107,500.

Financial Implications:

No City matching funds are required for this grant.

Attachments

RES 5552

RESOLUTION NO. 5552

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE CITY ENTER INTO AN AMENDED GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) TO ACCEPT A GRANT IN AN AMOUNT NOT TO EXCEED \$1,107,500 FOR THE INSTALLATION OF A WILDLIFE EXCLUSION FENCE AT THE CHANDLER MUNICIPAL AIRPORT; AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE GRANT AGREEMENT.

WHEREAS, the City of Chandler (City) owns the Chandler Municipal Airport (Airport); and

WHEREAS, the Arizona Department of Transportation (ADOT) periodically programs funds to municipal airport facilities through its grant programs; and

WHEREAS, the ADOT requires the City as the Airport Sponsor to sign grant agreements accepting said grants; and

WHEREAS, on May 27, 2021, City Council approved Resolution No. 5482, authorizing the City to accept up to \$996,750 for the completion of the installation of a wildlife exclusion fence

WHEREAS, the ADOT notified City Staff that the City will be receiving a grant for the entire project cost of \$1,107,500 with no local contribution required; and

WHEREAS, the ADOT grant will provide funding necessary for the completion of the installation of a wildlife exclusion fence; and

WHEREAS, to secure such grant funding, the City will execute an amended agreement in a not to exceed amount.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Chandler, Arizona as follows:

Section 1. Approves and authorizes the City of Chandler, to enter into an amended agreement with ADOT in an amount not to exceed \$1,107,500 for the installation of a wildlife exclusion fence.

Section 2. Authorizes the City Manager, or designee, to execute an amended agreement with ADOT in an amount not to exceed \$1,107,500 for the installation of a wildlife exclusion fence.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of February, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5552 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of February, 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**City Council Memorandum Airport Memo No.**

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Ryan Reeves, Airport Manager
From: Chris Andres, Airport Planning Administrator
Subject: Resolution No. 5553 authorizing a grant agreement with the Federal Aviation Administration (FAA) to accept a Bipartisan Infrastructure Law (BIL) grant not to exceed \$295,000 for airport purposes; and authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to effect the agreement.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5553 authorizing a grant agreement with the Federal Aviation Administration to accept a Bipartisan Infrastructure Law (BIL) grant not to exceed \$295,000 for airport purposes; and authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to effect the agreement.

Background:

On November 6, 2021, President Biden signed the Bipartisan Infrastructure Law (BIL) that provides \$2.89 billion to eligible United States airports for infrastructure projects. Per the BIL, the Airport will receive \$295,000 each year for four years and the funding cannot be co-mingled with other federal funding. Recently, the FAA notified Chandler that it will be receiving the first grant in the amount of \$295,000. The funding may be used for runways, taxiways, safety, and sustainability projects.

Financial Implications:

No City matching funds are required for this grant.

Attachments

RES 5553

RESOLUTION NO. 5553

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE CITY ENTER INTO A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) TO ACCEPT A BIPARTISAN INFRASTRUCTURE LAW (BIL) GRANT FOR AIRPORT PURPOSES; AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECT THE AGREEMENT.

WHEREAS, the City of Chandler (City) owns the Chandler Municipal Airport (Airport); and

WHEREAS, the Bipartisan Infrastructure Law (BIL) was passed by the United States Congress and signed into law by the President on November 6, 2021; and

WHEREAS, the BIL provides funding to eligible US airports for capital projects that increase airport safety and sustainability; and

WHEREAS, the Airport anticipates receiving \$295,000 in funding under the BIL; and

WHEREAS, the grant will provide funding necessary for eligible projects; and

WHEREAS, to secure such grant funding, the City must accept the grant offer.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Chandler, Arizona as follows:

Section 1. Approves and authorizes the City of Chandler to accept a federal BIL grant offer and agreement for airport purposes.

Section 2. Authorizes the City Manager, or designee, to execute the federal BIL grant agreement and all other documents necessary to effect the agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of February, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5553 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of February, 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

A handwritten signature in blue ink, appearing to be "RR", is located to the right of the City Attorney's name.



City Council Memorandum City Clerk's Office Memo No. 22-005

Date: February 24, 2022
To: Mayor and Council
From: Dana DeLong, City Clerk
Subject: February 2022 City Council Minutes

Proposed Motion:

Move City Council approve the Council Meeting minutes of the Special Meeting of February 7, 2022; Study Session of February 7, 2022; Work Session of February 10, 2022; and the Regular Meeting of February 10, 2022.

Attachments

Minutes of the Special Meeting of February 7, 2022
Minutes of the Study Session of February 7, 2022
Minutes of the Work Session of February 10, 2022
Minutes of the Regular Meeting of February 10, 2022

Meeting Minutes

City Council Special Meeting

February 7, 2022 | 4:30 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ



Call to Order

The meeting was called to order by Mayor Kevin Hartke at 4:30 p.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
Vice Mayor Terry Roe
Councilmember OD Harris
Councilmember Mark Stewart
Councilmember René Lopez
Councilmember Christine Ellis
Councilmember Matt Orlando

Appointee Attendance

Josh Wright, Acting City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Staff in Attendance

Dawn Lang, Deputy City Manager/CFO
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
Thomas Allen, Assistant City Attorney
Ryan Reeves, Airport Manager
John Owens, Downtown Redevelopment Specialist

Set an Executive Session

1. Real Property--A.R.S. § 38-431.03(A)(3),(A)(4) and (A)(7) – Discussion or consultation with the City Attorney for legal advice and with City representatives to consider its position and provide instruction relating to contracts that are the subject of negotiation for the lease of approximately 1.6 acres of city-owned real property located at 2250 S. Stinson Way.

2. Real Property--A.R.S. § 38-431.03(A)(3),(A)(4) and (A)(7) – Discussion or consultation with the City Attorney for legal advice and with City representatives to consider its position and provide instruction relating to contracts that are the subject of negotiation for the sale of approximately 1/3 acre of city-owned real property located at 200 S. Oregon Street and 210 S. Oregon Street.

Action Agenda Motion and Vote

Councilmember Ellis moved to hold an Executive Session Meeting immediately following the Special Meeting; seconded by Councilmember Harris.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 4:31 pm.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: February 24, 2022

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 7th day of February 2022. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of February, 2022.

City Clerk

Meeting Minutes

City Council Study Session

February 7, 2022 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ



Call to Order

The meeting was called to order by Mayor Kevin Hartke at 6:02 p.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
Vice Mayor Terry Roe
Councilmember OD Harris
*Councilmember René Lopez
Councilmember Mark Stewart
Councilmember Christine Ellis
Councilmember Matt Orlando

Appointee Attendance

Joshua Wright, City Manager
Dawn Lang, Deputy City Manager/CFO
Andy Bass, Deputy City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

*Councilmember Lopez attended telephonically.

Scheduled Public Appearances

MAYOR HARTKE invited Vice Mayor Roe to join him for the recognitions.

1. Service Recognitions

Rachelle Faherty – 10 Years, Information Technology
Danny Avalos – 10 Years, Public Works & Utilities

2. Recognition – GFOA Certificate of Achievement for Excellence in Financial Reporting

MAYOR HARTKE introduced the award and invited staff to accept.

DAWN LANG, Deputy City Manager/Chief Financial Officer, recognized the Accounting team. The City has earned this award for 39 consecutive years. The award recognizes state and local governments whose annual financial reports conform to high standards established by the

Government Accounting Standards Board and the Government Finance Officers Association. The annual report ensures full disclosure of the city's finances in accordance with generally accepted accounting principles and is used by all three credit rating agencies to help in assessment of the City's creditworthiness, of which Chandler is triple-A bond rated. Ms. Lang introduced Kristi Smith, Accounting Manager; Traci Schmidt, Accounting Supervisor; and Robert Steele, Accounting Supervisor. Ms. Lang expressed appreciation for the Accounting division and other Chandler team members for their dedication to this effort.

MAYOR HARTKE thanked the finance team for their award-winning performance.

3. Proclamation – Chandler Go Red

MAYOR HARTKE read the proclamation and invited Stacy Johnson to accept.

STACEY JOHNSON, American Heart Association Go Red Ambassador, said the American Heart Association is thankful for Chandler continuing to promote heart health awareness.

Consent Agenda and Discussion

Discussion was held on items 10, 12, 15, 16, 19, 20, 21

Airport

1. Agreement No. CM2-988-4424, with Brightview Landscape Services, Inc., for Airport Landscape Enhancements
Move City Council approve Agreement No. CM2-988-4424, with Brightview Landscape Services, Inc., for airport landscape enhancements, in an amount not to exceed \$80,000.

City Clerk

2. January 2022 City Council Minutes
Move City Council approve the Council Meeting minutes of the Study Session of January 24, 2022; Work Session of January 27, 2022; and the Regular Meeting of January 27, 2022.
3. Board and Commission Appointments
Move City Council approve the Board and Commission appointments as recommended.

City Manager

4. Resolution No. 5540 Authorizing the Execution of a License to Use Salt River Project Property, Located at the Consolidated Canal Between Germann Road and Chandler Boulevard
Move City Council pass and adopt Resolution No. 5540 authorizing the execution of a license to use Salt River Project property, located at the Consolidated Canal between Germann Road and Chandler Boulevard, to conduct the annual City of Chandler Family Bike Ride Event.

5. Resolution No. 5550 approving the Title VI Implementation Plan for Transit Services, 2021 Update
Move that City Council pass and adopt Resolution No. 5550 approving the City of Chandler Title VI Implementation Plan for Transit Services 2021 Update.

Development Services

6. Final Adoption of Ordinance No. 5000, ANX21-0003 Annexation and Initial City Zoning of approximately 0.27 Acres located north of the northeast corner of Arizona Avenue and Germann Road
Move City Council adopt Ordinance No. 5000 approving the annexation and Initial City Zoning of approximately 0.27 acres located north of the northeast corner of Arizona Avenue and Germann Road, as recommended by Planning staff.
7. Final Adoption of Ordinance No. 5001 PLH21-0032 Arizona Avenue Commerce Center, North of the Northeast Corner of Arizona Avenue and Germann Road
Move City Council adopt Ordinance No. 5001 approving PLH21-0032 Arizona Avenue Commerce Center, Rezoning approximately 16.6 acres from Agricultural District (AG-1), Regional Commercial (C-3), and Planned Area Development (PAD) to PAD for commercial, office, business park, and light industrial uses, subject to the conditions as recommended by Planning and Zoning Commission.
8. Introduction and tentative adoption of Ordinance No. 4993 adopting the 2021 Editions of the International Building Codes
Move City Council introduce and tentatively adopt Ordinance No. 4993, adopting the 2021 editions of the International Building, Plumbing, Mechanical, Residential, Fuel Gas, Energy Conservation, Existing Building, Swimming Pool and Spa Codes, and the 2020 edition of the National Electrical Code, with local amendments.
9. Use Permit PLH21-0068 Sonrise Faith Community Church, 800 W Galveston Street, generally located east of the northeast corner of Galveston Street & Alma School Road
Move City Council approve Use Permit PLH21-0068 Sonrise Faith Community Church to continue the utilization of an existing modular classroom building, subject to the conditions recommended by Planning and Zoning Commission.
10. Preliminary Development Plan and Preliminary Plat PLH21-0058 / PLT21-0054 Germann & Hamilton Industrial Park, located at the northeast corner of Germann Road and Hamilton Street

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH21-0058 Germann & Hamilton Industrial Park for site layout and building architecture for three flex industrial buildings, subject to the conditions recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLT21-0054 Germann & Hamilton Industrial Park, subject to the conditions recommended by Planning and Zoning Commission.

MAYOR HARTKE asked for a presentation by the applicant.

LAUREN PROPER-POTTER, LGE Design Group presented the following presentation.

- Midway NEC Germann & Hamilton City Council — Study Session February 7, 2022
 - Located at the northeast corner of Germann Road and Hamilton Street
 - General Plan Designation of Employment / Zoned PAD *No proposed change*
 - Located in the Chandler Airpark Area Plan
 - Site area: 16.92
 - Maximum Height: 45'-0" (*top of parapet*)
 - Total Building Sq. Ft: 301,994
 - Parking Required: 343 Spaces
 - Parking Proposed: 353 Spaces
- General Plan
- Airpark Area Plan
 - Innovation District the Innovation Land Use Category supports research & development, technical, creative, & other technology-forward businesses. Low to moderate intensity flexible, creative office, & business park development is appropriate to this land use category.
- Zoning
- Airport Commission
 - Finding of no conflict with airport operations
 - Hearing conducted on January 12, 2022
 - Unanimous (7-0) determination
- Planning Commission
 - Recommend approval
 - Hearing conducted on January 19, 2022
 - Unanimous (5-0) determination
- Preliminary Development Plan

COUNCILMEMBER ELLIS asked about the project's timing. She also asked about the safety of the location which is near Tumbleweed park. She asked to ensure that this project will go through.

MS. PROPER-POTTER said that construction can start as soon as possible, pending approval from Council. She said the timing of the project is currently unknown, but they are interested in

beginning sooner rather than later. The developer will be requesting another plat at a future meeting. Regarding safety, she said that there is limited access to the site off Germann Road. The access will only be from two entrances on Hamilton Street and one on Armstrong Way. There is a strong interest in getting this project completed quickly and efficiently if it is approved by Council.

COUNCILMEMBER ELLIS hoped the aggressive pace would be upheld.

COUNCILMEMBER HARRIS asked for more information on the traffic as impacted by the growing community. He asked if there had been evaluation of possible environmental impacts to the community because of the trucks. He asked if tenants have been chosen for the site. Councilmember Harris also asked about the use of landscaping to create community identity. He wondered about the possible installation of super charger stations. He supported the request of start and finish dates of the project to ensure the plan would be in alignment with projected growth.

MS. PROPER-POTTER said regarding the loading docks, the docks have been oriented towards the back of the buildings, away from the streets. They are not visible from the street. Traffic from the docks will not generate an increase in traffic. As Hamilton Street is a collector street, it will be able to accommodate the traffic anticipated. There are 350 parking spaces planned. There are not currently any plans for super chargers onsite. There will be significant landscaping along the street frontages. Start and finish dates are unable to be predicted at this time.

COUNCILMEMBER HARRIS said that he is concerned with the traffic and noise that residents in the community may experience resulting from the frequency of semi-trucks at the site. It is important to flow with current traffic circulation patterns. Safety is crucial to be a good community partner. These plans need to be harmonious with present-day Chandler, not based on when they were originally approved. Councilmember Harris stressed the importance of the developer creating a comprehensive plan for integrating into the city. He requested clearer renderings of the plan and expressed his interest in getting the details right.

COUNCILMEMBER STEWART stated that Chandler has a high population of individuals who use electric vehicles. If those people work at this site, they will need access to a charging station. Future transportation trends may also create more demand for electric vehicle charging. He requested that the conduit for these stations be run at the site.

VICE MAYOR ROE thanked the team and expressed his appreciation for the innovation in this development.

COUNCILMEMBER ORLANDO asked if the plan has cross docks or regular docks for smaller delivery trucks.

LAUREN SCHUMANN, Senior Planner answered that the docks will not be crossed docks. There will be a variety of grade level docks and dock doors.

COUNCILMEMBER ORLANDO asked if the number of docks enables the spaces to be chopped up.

MS. PROPER-POTTER said the spaces are designed to be flexible. They can be changed as needed based on the needs of the tenants.

COUNCILMEMBER ORLANDO emphasized the importance of the creation of flexible buildings. He said that it is smart to use these designs to allow for easy conversion as the industry demands.

MS. PROPER-POTTER agreed and affirmed the plan's alignment with the Chandler Air Park Plan Innovation District.

MAYOR HARTKE requested the inclusion of electric vehicle charging stations.

MS. SCHUMANN read a stipulation about the number of electric vehicle charging stations for each building. At least one charging station is required per building.

MAYOR HARTKE asked if the number of charging stations could be doubled, based on the expected use.

MS. PROPER-POTTER said she would discuss providing six charging stations.

MAYOR HARTKE asked about the planned route for the truck traffic.

MS. PROPER-POTTER answered that Armstrong Way will be completed as part of the developer's construction. Full circulation will be expected on Hamilton Street and Germann Road due to easier access directly to the freeway.

MAYOR HARTKE questioned if Armstrong Way will connect with Arizona Avenue.

MS. PROPER-POTTER said that the developer will finish the half street.

MS. SCHUMANN said that as part of the development, the full street along Hamilton Street would be improved to have a two-way drive with a sidewalk, curb, and gutter. The developer would also improve Armstrong Way with a two-way drive. There has been collaboration with the Capital Improvements division to connect the City yard and the property. A recent multifamily development on McQueen Road included an installation of a traffic light. A future buildout of this area would see trucks using Hamilton Street to get onto McQueen Road. Additionally, future development to the north anticipates a connection to Willis Road which will then connect to Arizona Avenue. This will create two routes to get back to the highway.

MAYOR HARTKE said current truck traffic utilizes Germann Road; in the future there could be direct access turning on either McQueen Road or Willis Road.

VICE MAYOR ROE questioned the presence of the traffic light on McQueen Road close to the freeway. He expressed concern at the potential of 18-wheeler traffic entering the freeway from that light.

MS. SCHUMANN explained that the discussion held regarding the traffic light at Armstrong Way and McQueen Road was lengthy. She said the trucks would likely use the Germann Road route rather than that light. Per the Chandler Air Park Area Plan Update, the use requested in the area was office space. The light at that intersection will allow future developed office users to make use of that route.

VICE MAYOR ROE requested a better solution to 18-wheelers using the intersection close to the freeway.

COUNCILMEMBER HARRIS asked if LGE would develop the roads prior to construction.

MS. PROPER-POTTER said that usually street construction and site construction happen simultaneously.

COUNCILMEMBER STEWART asked where the funding for the intersection development comes from.

MR. WRIGHT answered that the traffic light at Armstrong Way and McQueen Road was part of a previous development plan that was funded and installed by the developer.

MS. SCHUMANN confirmed that the traffic light is being paid for by the developer of the multi-family property.

COUNCILMEMBER HARRIS restated the importance of the developer answering all the questions about the development plan to uphold Chandler standards. He requested answers prior to Thursday's regular meeting.

11. Preliminary Development Plan PLH21-0028 Gold Medal Gym, 455 E. Warner Road, generally located east of the southeast corner of Warner Road and Arizona Avenue
Move City Council approve Preliminary Development Plan PLH21-0028 Gold Medal Gym increasing the maximum size permitted for exterior wall signs, subject to conditions recommended by Planning and Zoning Commission.

12. Continue Preliminary Development Plan PLH21-0071 Kerry's Car Care, located on a 1.1-acre site, generally located south of the southeast intersection of Cooper and Pecos Roads
Move City Council continue Preliminary Development Plan PLH21-0071 Kerry's Car Care for site layout and building architecture to the March 24th Council hearing, as recommended by Planning and Zoning Commission.

COUNCILMEMBER ORLANDO asked for information related to this continuance of this item.

KRISTINE GAY, Senior Planner, explained that the applicant for Kerry's Car Care requested a continuance in order to have more time to communicate with the surrounding residents. Residents have expressed concerns about the potential noise levels, so the applicant has performed a sound study and hosted an additional neighborhood meeting to share the results and resolve any concerns.

COUNCILMEMBER ORLANDO confirmed that the issue was the noise levels, and that the applicant was working to remedy that. The continuance was due to the applicant's extended interaction with residents to mitigate the issue.

MS. GAY verified that the applicant has performed the sound study and shared the results, and they are in the stage of making revisions based on the feedback they received.

13. Re-Plat\Final Plat PLT21-0053 Dobson Town Place II
Move City Council approve Re-Plat\Final Plat PLT21-0053 Dobson Town Place II located on the east side of Alma School Road north of Queen Creek Road, as recommended by staff.
14. Final Plat PLT19-0046 for Carino Commons Commercial
Move City Council approve Final Plat PLT19-0046 Carino Commons Commercial located at the northwest corner of Queen Creek Road and Arizona Avenue, as recommended by staff.

Facilities and Fleet

15. Professional Services Agreement No. BF2206.201 for Design Services with Arrington Watkins Architects, LLC, for Police Department Main Station Redundant Power
Move City Council award Professional Services Agreement No. BF2206.201 to Arrington Watkins Architects, LLC, for Police Department Main Station Redundant Power design services, in an amount not to exceed \$66,740 and approve a General Fund contingency account transfer in the same amount to the General Capital Projects Fund, Building & Facilities Capital Cost Center, Existing City Building Renovations Program.

COUNCILMEMBER ORLANDO questioned if this contract would be an emergency contract to complete it quickly.

MR. WRIGHT said yes it would be.

Fire Department

16. Introduction and Tentative Adoption of Ordinance No. 4994, Amending the Code of the City of Chandler, Chapter 28, Fire Prevention, by Repealing and Replacing Chapter 28 in its Entirety; Providing for the Repeal of Conflicting Ordinances; and Providing for Severability and Establishing an Effective Date

Move City Council introduce and tentatively adopt Ordinance No. 4994; Declaring the documents known as the "International Fire Code, 2021 Edition" and "2021 Amendments to Fire Code Exceptions in Chapter 28, Fire Prevention," as Public Records; Amending the Code of the City of Chandler, Chapter 28, Fire Prevention, by Repealing the International Fire Code, 2018 Edition, by Adopting the International Fire Code, 2021 Edition, and by Amending and Clarifying the Exception Provisions to the International Fire Code; Providing for the Repeal of Conflicting Ordinances; and Providing for Severability and Establishing an Effective Date.

COUNCILMEMBER STEWART asked about where fireworks will be prohibited. He also asked where the change in these documents came from, what the goal is, and asked for clarification on the language of streets.

TOM DWIGGINS, Fire Chief, said Ordinance 4994 will adopt the 2021 Fire Code, with specific local amendments. One of the areas being looked at is fireworks; the state has added dates that fireworks are allowed to be used, which requires their addition within the ordinance. Language was included that prohibits fireworks from being used in any buildings, publicly owned or managed land, facilities, City offices, public parks, parking lots, school buildings, retention basins, roads, streets, and sidewalks. This language was previously adopted in Ordinance 4548 approving the 2014 Fire Code, and Ordinance 4698 for the 2015 Fire Code. Ordinance 4835 for the 2018 Fire Code did not include this language by mistake. This ordinance is to adopt the 2021 Fire Code, with the language reinstated.

COUNCILMEMBER STEWART asked to amend the inclusion of language about roads and streets, as many people set off legal fireworks in the street for celebrations.

JOSH WRIGHT, City Manager, said that as tonight is a study session, if that was the Council's direction, that change could be made before Thursday's regular meeting. It would require direction from Council tonight.

COUNCILMEMBER ELLIS asked for clarification on what Councilmember Stewart asked. She asked if the language of driveways was included.

CHIEF DWIGGINS said that driveways are not included in the ordinance language. Consumer-based fireworks can be used on private property.

COUNCILMEMBER STEWART-asked if using consumer-based fireworks is safe on private property.

CHIEF DWIGGINS said that it is suggested to have clearance to light off fireworks anywhere.

COUNCILMEMBER STEWART clarified that he would like the language of streets and roads removed from the ordinance so that people can freely use streets and roads during the state's firework allowance time.

COUNCILMEMBER ELLIS asked Kelly Schwab, City Attorney, for guidance on allowing fireworks in streets and roads.

KELLY SCHWAB, City Attorney, responded that any activity that is not driving on the road is prohibited for safety. There are block party permits with safety precautions if someone wanted to block off a portion of a road for a party. She warned against allowing people to use the street for fireworks or other activities that may be dangerous to vehicle travel. There are ways to have a party safely. Codifying the prohibition of fireworks from streets and roads would not prevent the allowance within the permitting process.

VICE MAYOR ROE asked if allowing fireworks in front of a home in a street is currently allowed in the permitting process.

MS. SCHWAB answered that the permitting process allows for that. Safety precautions are taken to block the street and post notice.

VICE MAYOR ROE asked if the permitting process could be applied to other locations, such as retention basins. He said that the real issue is people using prohibited fireworks.

CHIEF DWIGGINS agreed that they are focusing on the illegal fireworks. If someone is to light consumer-based legal fireworks within the specified date range, that is allowed. Going outside of the dates allowed required a permit obtained through the Fire Department. The Fire Department ensures that the fireworks are legal, and the staging area is safe.

VICE MAYOR ROE questioned if someone requested an event any day of the year, would the use of fireworks require a permit.

CHIEF DWIGGINS affirmed that permits are granted outside the days allowed if consumer-based fireworks are being used.

MAYOR HARTKE asked if the language in this code would be effective in deterring the use of illegal fireworks.

DAVID RAMER, Assistant Police Chief, responded that this code provides for more education for residents as to the difference between legal and illegal fireworks. Officers assess the situation based on information that they have. The current culture response is warning and education, and this change would be a move in the right direction to deterrence.

MAYOR HARTKE said that education would be emphasized and would allow for more warning rather than citations.

COUNCILMEMBER STEWART agreed that the current Police Department culture is amazing. He said that this is a future problem if this language gets codified. He asked if the permitting process includes a fee.

CHIEF DWIGGINS said there is a fee if the Fire Department goes out to inspect the site. The individual applying for a permit will fill out a form, which indicates if inspection is needed or not. Normally there is no inspection required.

COUNCILMEMBER STEWART asked if there is no fee for a general permit, and if the application is online.

CHIEF DWIGGINS answered that the application is an online application through the Special Events process that gets forwarded to the Fire Department. The Fire Department will contact the responsible party and if they are using the consumer-based fireworks there is no need for an inspection.

COUNCILMEMBER STEWART said in a scenario where someone wanted to set off legal fireworks in the street, this ordinance would require a permit.

CHIEF DWIGGINS said that this applies only in an event outside of the legal dates that the State has set. During the State's legal usage dates, there is no permit currently needed. When this ordinance is implemented, that will be prohibited.

COUNCILMEMBER STEWART clarified that that is what he would like to remove from the ordinance.

COUNCILMEMBER ORLANDO recommended that staff write up an amendment regarding the use of fireworks in streets and roads.

MAYOR HARTKE requested that the City Manager do research to address the concerns addressed.

COUNCILMEMBER ORLANDO said this issue could be continued for other areas where fireworks could be set off. He requested that it be brought forward for future discussion and decision.

COUNCILMEMBER ELLIS asked if this item would be removed from the regular meeting consent agenda.

MAYOR HARTKE asked Ms. Schwab if approval of other consent agenda items could be made without this item.

MS. SCHWAB confirmed that it can be made into an action item for the next meeting.

Council directed staff to move this item to the Action Agenda for the Thursday regular meeting.

17. Resolution No. 5544 Arizona Department of Homeland Security Grant Agreement
Move City Council approve Resolution No. 5544, authorizing the City of Chandler to enter into a Grant Agreement with the Arizona Department of Homeland Security (AZDOHS) for the Urban Area Security Initiative (UASI) Enhanced Rapid Response Fire Teams for Hazardous Materials meter maintenance, in the amount of \$2,680, and authorizing the Fire Chief to implement provisions of the agreement.
18. Resolution No. 5546 Approval Request to Submit Grant Application to GOHS for Child Safety Seat Clinic
Move City Council approve Resolution No. 5546, authorizing the submission of a Governor's Office of Highway Safety Grant, for the Child Safety Seat Clinic program, in the amount of \$49,114, and authorizing the City Manager, or a designee, to perform grant-specific negotiations and submit documentation on behalf of the City of Chandler.

Human Resources

19. Chandler Law Enforcement Association (CLEA) Memorandum of Understanding
Move City Council approve the Memorandum of Understanding (MOU) between the City of Chandler and Chandler Law Enforcement Association (CLEA) for FY 22/23 through FY 23/24.
20. International Association of Fire Fighters (IAFF) Memorandum of Understanding
Move City Council approve the Memorandum of Understanding (MOU) between the City of Chandler and the International Association of Fire Fighters (IAFF) for FY 22/23 through FY 23/24.
21. Chandler Lieutenants and Police Sergeant Association (CLASA) Memorandum of Understanding
Move City Council approve the Memorandum of Understanding (MOU) between the City of Chandler and the Chandler Lieutenants and Police Sergeants Association (CLASA) effective July 1, 2022, through June 30, 2024.

COUNCILMEMBER ORLANDO thanked the Human Resources staff and Emergency Services for their cooperation on these issues. He requested that if there are areas to improve, for that to be brought forward for discussion and collaboration.

MAYOR HARTKE agreed and said he looked forward to continuing to provide great service to our community through our first responders.

Information Technology

22. Purchase of VMware Licenses and Annual Support

Move City Council approve the purchase of VMware license and annual support, utilizing the State of Arizona Contract No. ADSP016-098163, with Dell, in the amount of \$134,366.

Neighborhood Resources

23. Resolution No. 5547 Approving the Acquisition of Real Property Located at 35 N. McQueen Road and 1032 East Trails End Place

Move City Council pass and adopt Resolution No. 5547 approving the acquisition of real property located at 35 N. McQueen Road and 1032 E. Trails End Place, Chandler, Arizona, at market value plus closing and escrow fees; authorizing the City's Real Estate Manager to sign, on behalf of the City, the purchase agreements and any other documents necessary to facilitate these acquisitions; and approving relocation services as may be needed and required by law.

Public Works and Utilities

24. Final Adoption of Ordinance No. 5004 Amending Chandler City Code Chapter 43 (Public Works and Utilities Department) Section 43-4.5 Pertaining to the Adoption of Public Works Standards, Specifications and Regulations

Move City Council approve final adoption of Ordinance No. 5004 declaring that document entitled "2022 Amendments to Chandler City Code Chapter 43, Section 43-4.5" to be a public record; amending the code of the City of Chandler, Chapter 43 (Public Works and Utilities Department), Section 43-4.5 to adopt the City of Chandler Engineering and Design Standards Manual (2022 Edition) as may be periodically amended by the Public Works and Utilities Department Director, or designee; providing for the repeal of conflicting ordinances; and providing for severability.

25. Design and Construction Agreement No. WA2007.501, with Salt River Project, for the North Alma School Well Design and Construction

Move City Council award Design and Construction Agreement No. WA2007.501 to Salt River Project, for the North Alma School Well Design and Construction, in an amount not to exceed \$360,197.

26. Professional Services Agreement No. WW2005.203, with Dibble & Associates Consulting Engineers, Inc., dba Dibble Engineering, for the Chandler Boulevard – Dobson Road to Chippewa Place Water Improvements Design Services
Move City Council award Professional Services Agreement No. WW2005.203 to Dibble & Associates Consulting Engineers, Inc., for Chandler Boulevard – Dobson Road to Chippewa Place Water Improvements Design Services, in an amount not to exceed \$349,502.
27. Purchase of John Deere Gators
Move City Council approve the purchase of seven John Deere Gators, from Deere & Company, utilizing the State of Arizona Contract No. ADSP018-202498, in the amount of \$69,586.37.

Informational

28. Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

Adjourn

The meeting was adjourned at 7:04 p.m.

ATTEST: _____
City Clerk Mayor

Approval Date of Minutes: February 24, 2022

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the City Council of Chandler, Arizona, held on the 7th day of February 2022. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of February, 2022.

City Clerk

Meeting Minutes

City Council Work Session

February 10, 2022 | 4:30 p.m.
Council Conference Room
88 E. Chicago St., Chandler, AZ



Call to Order

The meeting was called to order by Mayor Kevin Hartke at 4:32 p.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
Vice Mayor Terry Roe
Councilmember OD Harris
Councilmember Mark Stewart
*Councilmember René Lopez
Councilmember Christine Ellis
Councilmember Orlando

Appointee Attendance

Josh Wright, City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

*Councilmember Lopez attended telephonically.

Staff in Attendance

Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager/CFO
Andy Bass, Deputy City Manager
Matt Dunbar, Budget Manager
Micah Miranda, Economic Development Director
Steven Turner, Assistant to City Manager
Ryan Peters, Strategic Initiatives Director
Matt Burdick, Communications and Public Affairs Director

Discussion

1. Budget Workshop #1, Fiscal Year 2022-23

MAYOR HARTKE introduced the item and called for a staff presentation.

DAWN LANG, Deputy City Manager/CFO, presented the following presentation.

FY 2022-23 Budget Workshop #1

- Agenda
 - Financial Considerations
 - FY 2022-23 Budget
 - FY 2022-23 Preliminary Budget
 - General Fund Forecast Inflows and Outflows
 - Public Safety Personnel Retirement System (PSPRS)
 - Capital Improvement Plan (CIP)
 - Property Tax Discussion
 - Key Budget Dates
 - Closing Remarks
- Financial Considerations
- FY 2022-23 Budget Theme “Staying Connected”
 - Our Brand: a safe, diverse, equitable and inclusive community that connects people, chooses innovation and inspires excellence
- Strategic Framework Guides Our Decision Making
 - Strategic Policy Goals
 - Being the Most Connected City
 - Being a Leader in Trust and Transparency
 - Maintaining Fiscal Sustainability
 - Attracting a Range of Private Sector Businesses
 - Fostering a Contemporary Culture that Embraces Unity
 - Being Safe and Beautiful
 - Focus Areas
 - Economic Vitality
 - Innovation and Technology
 - Mobility
 - Neighborhoods
 - Quality of Life
- FY2022-23 Financial Considerations
 - Economy has mostly recovered from COVID-19 impacts, however hyper-inflation is reducing gains
 - Growth of sustainable (ongoing) revenue is being reset following 2 years of artificially reduced projections
 - Development revenues continue contributing one-time to General Fund, at a higher rate

- Potential State legislative and/or Federal actions may threaten or enhance City revenues, and federal grants are driving up potential expenditures up (ARPA, ERA, etc.)

COUNCILMEMBER STEWART asked if any of the previous Intel expansions were incorporated into the budget.

MS. LANG answered that Intel expansions are not built into the budget, as there are often delays in development and it is difficult to predict when they will be completed. It is possible to observe the effects as they are happening, so it is being built into the current budget forecast.

MATT DUNBAR, Budget Manager, continued the presentation.

- Sound Budgeting Practices Support Financially Sustainable Goals
 - Chandler maintained AAA Bond Ratings from Moody's, Fitch, and S&P rating agencies
 - Continue adherence to all fiscal policies
 - Continue pay-down of pension obligations
 - Re-affirmed October – November 2021
 - Chandler is structurally balanced
 - Ongoing revenues support ongoing expenditures
 - One-time revenues support one-time expenditures
 - Chandler maintains strong reserves
 - 15% General Fund contingency reserve
 - Budget Stabilization Reserve at a minimum of \$10M
 - Chandler manages expenditures to meet service demands
 - Maximize grant opportunities
 - Weigh positions vs. contracting
 - Ensure service continuity through various staffing solutions
 - Bond election passing also drives spending totals/projections

COUNCILMEMBER STEWART asked if the 15% General Fund contingency reserve is too large for the city, and if the funds could be used elsewhere, such as to pay down the pension obligations or invest in CIP programs.

MS. LANG replied that this topic is discussed each year. The General Fund contingency reserve is a portion of the General Fund balance that is appropriated. This is done so in case of emergency; dollars can be spent from the appropriated fund. The 15% currently represents about \$31 million since it is the percent of regular operating revenues. This is appropriated for grant opportunities or emergency procurements that can be paired with a specific budget item. The money in the actual fund balance is sourced from yearly revenues, which is then invested. The total General Fund balance currently is around \$200 million. Only 15% is appropriated, the rest is invested and put aside for designated expenditures. For example, it can be used to invest in expected needs from the ten-year Capital Plan. All monies are available for use.

MAYOR HARTKE said this reserve is part of the portfolio that receives AAA bond ratings.

MS. LANG stated that as part of the Government Finance Officers Association's recommendation, the city should have a four-month minimum operating cash reserve. Appropriated dollars cannot be below the four-month minimum amount as per city financial policy.

MAYOR HARTKE said that the total amount of \$200 million is appropriated for expenses but not yet spent.

MS. LANG answered that a large amount of the total amount is already allocated to Capital Projects in progress. The money rolls forward, so a part of that balance is carried forward. An amount of the total balance is also designated for budget stabilization which are unappropriated funds that serve as a backup source if revenue is not coming in. It gives Mayor and Council a cushion to change financial policy appropriately if needed. The overall fund balance is used in multiple ways: it is designated, appropriated, or reserved.

COUNCILMEMBER STEWART asked if the contingency reserve allocations have been used.

MS. LANG said that the contingency reserve allocations were recently used to fund repairs to the Police Department Main Station because of unexpected power outages, totaling around \$1.3 million. On an annual basis, from two to five million will be spent from this reserve. Chandler is fortunate to not have catastrophic events to warrant using the reserve monies. The lowest General Fund contingency reserve appropriation was ten percent.

COUNCILMEMBER STEWART asked if there is a good number to maintain the bond rating.

COUNCILMEMBER ORLANDO explained that the last time a poll was conducted among other cities, their contingency reserve appropriation averaged six to eight percent. Chandler had appropriated double what other cities set aside. He wanted to know what other cities are allotting for contingency reserves.

MS. LANG said that information can be gathered.

COUNCILMEMBER ORLANDO asked if the stabilization reserves could be increased from unfunded balances.

MS. LANG said that the two reserves are used for different purposes. The 15% General Fund contingency reserve is because Arizona state law requires legal adopted appropriation to spend money, which was set by Council. After department operating budgets are set, this reserve is a contingency that is appropriated that allows for unanticipated department needs to be covered. The contingency balance allows for spending from this source instead of reallocating money from

other projects. Budget adoption is set at the department level. Any use of the contingency fund must be authorized by Council.

COUNCILMEMBER ORLANDO asked if the budget stabilization reserve funds could also be used.

MS. LANG clarified that budget stabilization fund is unappropriated, designated out of invested funds. It authorizes Mayor and Council to continue city services if revenues unexpectedly decrease. It allows for normal operating expenditures to continue while expenses are reduced.

COUNCILMEMBER ORLANDO asked if the four-month reserve is a council policy or a state policy.

MS. LANG said that the four-month reserve is a council policy.

MR. WRIGHT requested that councilmembers share their requests for the one-time dollar usage so that an appropriate plan can be constructed. It is fine to use the savings, but staff needs to know to accommodate it in the budget without risking the AAA bond rating and other measures of financial safety.

COUNCILMEMBER HARRIS said he is concerned with balancing needed expenditures and informing taxpayers that their dollars are being wisely spent. Instead of holding onto money, it is the city's responsibility to collect revenue and fund quality of life investments without conserving a disproportionate amount of funds.

MAYOR HARTKE explained that future conversations will discuss property tax. There is a balance in maintaining a steady reserve.

MS. LANG said one-time fund balance will be discussed in future workshops.

MAYOR HARTKE said both the fund balance and plan have been shared. The plan is active and takes effect over several years. Council decides the proper balance.

COUNCILMEMBER STEWART said that the needs of the police station repairs accounted for about three percent of the contingency reserve. He expressed interest in reevaluating the contingency reserve appropriation.

MR. DUNBAR continued the presentation.

- Strong Fiscal Foundations Move Us Forward – Financial Policies (*Revised and adopted by Council January 14, 2016)
 - Operating Management*
 - Capital Management*
 - Reserves
 - *(Updated May 28, 2020)

- Debt Management*
- Long-Range Financial Planning*
- Grant Management*
- Investment*
- Accounting, Auditing, & Financial Reporting*
- Pension Funding
 - (Updated annually, last April 19, 2021)

MS. LANG and MR. DUNBAR continued the presentation.

- General Fund Inflows and Outflows
- Annual General Fund Revenues and Expenditures
 - Annual Inflows
 - 85% Local taxes and licenses and State shared revenues
 - 6% Charges for services (i.e., parks, rec., building, planning, library)
 - 3% Misc. Receipts (i.e., Interest Inc., fines, leases, surplus sales)
 - 6% Property tax and Indirect costs
 - Annual Outflows
 - 77% Personnel (Wages/Benefits)
 - 16% Ongoing Base Budget (i.e., Ops./maint., supplies, utilities)
 - 5% One-time decision package needs (i.e., consultants, pilot programs)
 - 2% Transfers to replacement funds
 - If Revenues exceed Expenditures, General Fund Balance increases
- Ongoing & One-Time Local Sales Tax Revenues
 - 56% of General Fund
 - Budget set artificially low during COVID
 - Ongoing levels reset for FY 2022-23
 - One-time sales tax revenues fluctuate due to economic volatility

COUNCILMEMBER STEWART asked how much of the revenue was federal dollars.

MS. LANG said that none of the revenue was federal dollars. It is just the general fund transaction privilege sales tax revenue stream. 56% of the revenue is from this. During COVID, smaller revenue streams and some sources of sales tax were negatively impacted, but other sources of sales tax such as retail and contracting were increased. Staff is studying how much of the fluctuation of sales tax revenue is sustainable. Upcoming budget projections need to be reset from previous years and be realistic to the current economy. The 2022-2023 transaction privilege tax revenue is estimated at over \$170 million. Already expectations are being surpassed, as Christmas 2021 sales were higher than expected. Chandler is doing well recovering from the economic effects of COVID-19—revenues are higher, and expenditures have been limited. However, staff position counts have been maintained at a low level by adding contracting to sustain service levels. The conversation with departments has transitioned to questioning if there are enough people to maintain contracts. The focus is on resetting projections to observable and sustainable levels.

MAYOR HARTKE said that despite seeing revenue increase, inflation costs are also rising. Though there is a significant amount of money coming in, a significant amount of money will be spent.

MS. LANG said when looking at the revenue stream over time, there is on average six to seven million added per year to maintain service levels. The additions in the past two years were under that number. The current objective is to look at costs and reset expectations.

MS. LANG continued the presentation.

- State Shared Revenues (in Millions)
 - 29% of General Fund
 - Covid impacted Urban Revenue with continued increases anticipated in other categories
- Preliminary FY 2022-23 Revenue Takeaways
 - Recognizing significant development impacts to tax base
 - Revenue budget set artificially low during COVID as precaution
 - Resetting ongoing to capture actual sustainable revenues
 - Some revenue growth is a result of increased inflation
- Expenditures "Outflows"
 - Prioritize Ongoing Demands (Maintain \$16.4M > Enhance \$11.6M > New \$2M)
 - FY 2021-22
 - General Fund Requests \$11.1M, Prior Year \$6M
 - Total Fund Requests \$16.3M
 - FY 2022-23
 - General Fund requests \$12.6M
 - Total Fund Requests \$13.7M
 - Requests just to maintain service levels are higher this year due to inflation

COUNCILMEMBER ORLANDO asked if there is 13.7% difference between this year and last year's additional ongoing dollars.

MS. LANG answered that the difference is a little over 20 million additional ongoing dollars.

COUCNILMEMBER ORLANDO asked if they are redefining what one-time dollars are versus previous projections.

MS. LANG said yes, they are redefining the ongoing revenue base. The increased assessed values due to new development and growth in Chandler partially compose this number.

MR. DUNBAR continued the presentation.

- Focus on Chandler's Workforce
 - 1,702.75 FTE

- Mental Health
- Professional Development
- Recruitment
- Wellness
- Work Flexibility – Balance
- Workers Comp & Safety
- Mentoring
- Contract vs. Employee
 - Position counts have decreased while population has increased
 - Contract labor used to sustain services
- Succession Planning
- Class and Comp
- Health Care Costs

MAYOR HARTKE explained that the FTE count was not flat, rather it was variable over time.

MR. DUNBAR responded there was a significant decrease in position count, which now has been increasing.

COUNCILMEMBER STEWART asked for a report on the number of FTEs over time, with cost and general versus public safety employees.

MR. WRIGHT said part of the plan of future meetings is to show these historical totals. Employers are facing challenges to adapt to contemporary expectations of work. The class and compensation study is an investment to realign the organization. The self-insured health insurance trust also leads to increased cost which must be addressed. Chandler is undergoing a rebalance and review of personnel. The discussion will be held once recommendations are developed, and it will be a major theme of the budget to accurately reflect the changing workforce.

MR. DUNBAR continued the presentation.

- Citywide Inflationary Impacts
 - Water utilities in parks and on street medians
 - Water/Wastewater chemicals
 - Equipment and vehicles
 - Emergency dispatch fees
 - Contracts such as animal control, detention/jail rates, street maintenance
 - Technology contract services and software licensing
 - Health Care and Risk Self Insurance costs
 - Temporary employee costs
 - Capital construction and related professional services
 - General operational costs
- Priorities for One-Time Dollars

- New Capital
- Maintain Existing Capital
- Continue Reduction of Pension Debt
- Replenish Reserves
- Operations & Maintenance

COUNCILMEMBER ORLANDO asked if an infrastructure bill is built into the budget.

MS. LANG responded that the infrastructure bill is in progress. Most dollars are one-time and being dedicated for potential use in the Capital Plan. Information on how those dollars can be used is still unknown and will be presented in future meetings when found.

COUNCILMEMBER ORLANDO said this year's will be all infrastructure and asked if it will be included in the budget.

MS. LANG responded that if the numbers are known by the time the budget is finalized, they will be included. But if a change comes midyear, it is possible to replace a bond.

MS. LANG continued the presentation.

- Public Safety Personnel Retirement System Update
- PSPRS Unfunded Liability Pay-Down Benefits
 - GOOD NEWS – Finally!
 - Started with 20-year amortization, and now have 15 years remaining
 - Continuing additional payments has reduced liability and rates for FY 2022-23
- PSPRS Actuarial Report Results 6/30/21
 - Unfunded Liability decreased \$17.2M from Prior Year's total of \$171M
 - Police \$102.8M
 - Fire \$51.1M
 - Total \$153.9M
 - Employer Fire and Police contribution rate reductions resulted in savings of \$660K over prior year
 - Normal portion of contribution 30%
 - Unfunded liability portion of contribution 70%

MAYOR HARTKE said that it seems intuitive that when you put money into the PSPRS system, the balance decreases. However in starting this process five years ago, inputting money into the PSPRS fund did not have a large effect on decreasing the balance due to management and other changes. Last year was the first year seeing decreases in the balance. He recognized the efforts made to obtain this achievement.

VICE MAYOR ROE said providing things continue in a good direction, the future of the fund will be prosperous. However, that number can be irregular. Even if it gets paid off today, that does not guarantee there will not be more expenses in the future.

MS. LANG said even if the PSPRS is totally paid down, it is still recommended to hold a reserve to prevent any potential negative balances. Fluctuations are driven by the market because that money is invested. Chandler's percent of PSPRS funded has increased steadily over time.

MS. LANG continued the presentation.

- PSPRS Net Unfunded Liability Balances Update
 - Chandler % Funded
 - 2021 – 70.3%
 - 2020 – 64.9%
- PSPRS Employee/Employer Rates Comparison Fire
- PSPRS Employee/Employer Rates Comparison Police
- PSPRS Contributions in FY2021-22 One-Time Forecast
 - Recommend continuing planned commitment of additional annual one-time payments to reduce PSPRS pension liability
 - Anticipate update using increased one-time funds available when setting FY 2022-23 budget

COUNCILMEMBER ORLANDO said despite re-amortization, fund rebalancing, and changing executive leadership, Chandler has stabilized this fund.

MS. LANG clarified that there was not continual growth during that time. There will be one more actuarial adjustment on the report that will be spread over seven years. Some future payments will go to correcting payroll labor corrections, but the fund is moving in a positive direction.

MR. WRIGHT emphasized the importance of Council's involvement with the success of PSPRS fund.

COUNCILMEMBER ORLANDO asked about recommendations.

MS. LANG said there was not yet a one-time recommendation. The current goal is to pay a higher amount, based on the forecast amount of revenue, and put one-time dollars to use for something with an ongoing impact on the city. She asked for approval on a higher number on paying down PSPRS.

Council consensus was yes, granted a full report was made.

MR. DUNBAR continued the presentation.

- Capital Improvement Plan (CIP)
- Fiscal Foundations – Staying Connected

- Current 10-Year CIP Council Guidelines
 - Minimize increase in property taxes
 - Maintain, enhance, or re-imagine existing infrastructure
 - Finish planned construction of streets, parks, fiber and utility systems
 - Prior to adding capital, ensure related ongoing O&M can be supported
 - Utilize master plans to guide long-term capital investment
- Continued Focus on Chandler's Aging Infrastructure
 - 65 square miles
 - 2,090 miles of streets
 - 29,500 Street lights
 - 230 signalized intersections
 - 1,232 miles of potable water lines
 - 945 miles of sanitary sewer
 - 30 operating wells
 - 68 developed parks (1,289 acres)
 - 48 lighted fields
 - 51 municipal buildings
 - 781 fleet vehicles/trucks
 - Maintaining high quality of life for our 275,987 residents
- Capital Projects Under Review in the 10-Year Plan
 - Leaving secondary tax rate flat at \$0.87 with a 4% estimated increase in assessed value, generates \$1.1M for debt service on bonds
 - A successful bond election was held to support all the projects in the current year CIP
 - Various community/regional park improvements
 - Remaining arterial street projects, Alma School, Ocotillo Road and Chandler Heights Road projects
 - Existing street, park, facility and utility infrastructure maintenance
 - Technology and fiber projects
 - Public Safety projects and maintenance or replacement of capitalized equipment
 - Fire Station 2 construction
 - Critical Airport needs, including Cooper Rad collector
 - Utility infrastructure rehab/replacements

MS. LANG continued the presentation.

- Preliminary Property Tax Discussion
 - Assessed Values Not Yet Received
- Property Tax Rate Comparison
- Impact of FY2021-22 Tax Rate Reduction on Median Value Homeowner
- Breakdown of \$1 of Typical Chandler Property Tax Bill
 - Public Schools and Community College Districts 67.5 cents
 - Maricopa County & Special Districts 22.7 cents

- City of Chandler 9.8 cents
- Based on 2020 Tax Bill information. Exact split will vary depending on the school district and any other special taxing districts on the bill.
- Property Tax Policy Recommendation
 - Maintain Secondary Rate since bond election anticipated increase in assessed values
 - Lower Primary Rate to offset appreciation in assessed values, leaving new property growth
 - Primary Rate will be continuously evaluated until Tentative Budget adoption and can be revisited if revenue needs change

COUNCILMEMBER STEWART asked what the real resident cost for maintaining with increased property values, considering the state statute that only allows for five percent increase in property values.

MS. LANG said the information was just released today by the County Assessor's Office; the next step is to calculate a Chandler median home value. More information on home value will be released at future meetings.

COUNCILMEMBER STEWART said tax rates will increase as home value increases.

MS. LANG said the data shows that real property values increased 4.1%, but not all that number is residential. Last year the primary rate was lowered to offset the appreciation costs to residents. She asked if there was a desire to re-examine the primary rate decrease.

MAYOR HARTKE said previous action that had passed the bonds was to maintain, and good to maintain secondary.

MS. LANG said this is important as the CIP is based on it. The secondary property tax revenue funds City service. If the increase in assessed values can be maintained, then it generates a higher revenue for the city.

MAYOR HARTKE said the assumption from passing the bonds was that that was going to be maintained.

COUNCILMEMBER ORLANDO said the recommendation is to maintain the secondary rate and lower the primary rate.

MS. LANG answered they are two separate decisions, but it would have the same impact, as they are combined on property tax bill.

MAYOR HARTKE asked about property taxes.

Meeting Minutes

City Council Regular Meeting

February 10, 2022 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ



Call to Order

The meeting was called to order by Mayor Kevin Hartke at 6:04 p.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
Vice Mayor Terry Roe
Councilmember OD Harris
Councilmember Mark Stewart
*Councilmember René Lopez
Councilmember Christine Ellis
Councilmember Matt Orlando

Appointee Attendance

Joshua Wright, City Manager
Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager/ CFO
Andy Bass, Deputy City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

*Councilmember Lopez attended telephonically.

Invocation

The invocation was given by Pratibha Somaiya, Bhaktivedanta Cultural Center, Iskcon of Phoenix.

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Stewart.

Consent Agenda and Discussion

Airport

1. Agreement No. CM2-988-4424, with Brightview Landscape Services, Inc., for Airport Landscape Enhancements
Move City Council approve Agreement No. CM2-988-4424, with Brightview Landscape Services, Inc., for airport landscape enhancements, in an amount not to exceed \$80,000.

City Clerk

2. January 2022 City Council Minutes
Move City Council approve the Council Meeting minutes of the Study Session of January 24, 2022; Work Session of January 27, 2022; and the Regular Meeting of January 27, 2022.
3. Board and Commission Appointments
Move City Council approve the Board and Commission appointments as recommended.

City Manager

4. Resolution No. 5540 Authorizing the Execution of a License to Use Salt River Project Property, Located at the Consolidated Canal Between Germann Road and Chandler Boulevard
Move City Council pass and adopt Resolution No. 5540 authorizing the execution of a license to use Salt River Project property, located at the Consolidated Canal between Germann Road and Chandler Boulevard, to conduct the annual City of Chandler Family Bike Ride Event.
5. Resolution No. 5550 approving the Title VI Implementation Plan for Transit Services, 2021 Update
Move City Council pass and adopt Resolution No. 5550 approving the City of Chandler Title VI Implementation Plan for Transit Services 2021 Update.

Development Services

6. Final Adoption of Ordinance No. 5000, ANX21-0003 Annexation and Initial City Zoning of approximately 0.27 Acres located north of the northeast corner of Arizona Avenue and Germann Road
Move City Council adopt Ordinance No. 5000 approving the annexation and Initial City Zoning of approximately 0.27 acres located north of the northeast corner of Arizona Avenue and Germann Road, as recommended by Planning staff.
7. Final Adoption of Ordinance No. 5001 PLH21-0032 Arizona Avenue Commerce Center, North of the Northeast Corner of Arizona Avenue and Germann Road
Move City Council adopt Ordinance No. 5001 approving PLH21-0032 Arizona Avenue Commerce Center, Rezoning approximately 16.6 acres from Agricultural District (AG-1), Regional Commercial (C-3), and Planned Area Development (PAD) to PAD for commercial, office, business park, and light industrial uses, subject to the conditions as recommended by Planning and Zoning Commission.
8. Introduction and tentative adoption of Ordinance No. 4993 adopting the 2021 Editions of the International Building Codes

Move City Council introduce and tentatively adopt Ordinance No. 4993, adopting the 2021 editions of the International Building, Plumbing, Mechanical, Residential, Fuel Gas, Energy Conservation, Existing Building, Swimming Pool and Spa Codes, and the 2020 edition of the National Electrical Code, with local amendments.

9. Use Permit PLH21-0068 Sonrise Faith Community Church, 800 W Galveston Street, generally located east of the northeast corner of Galveston Street & Alma School Road
Move City Council approve Use Permit PLH21-0068 Sonrise Faith Community Church to continue the utilization of an existing modular classroom building, subject to the conditions recommended by Planning and Zoning Commission.

10. Preliminary Development Plan and Preliminary Plat PLH21-0058/PLT21-0054 Germann & Hamilton Industrial Park, located at the northeast corner of Germann Road and Hamilton Street

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH21-0058 Germann & Hamilton Industrial Park for site layout and building architecture for three flex industrial buildings, subject to the conditions recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLH21-0054 Germann & Hamilton Industrial Park, subject to the conditions recommended by Planning and Zoning Commission.

11. Preliminary Development Plan PLH21-0028 Gold Medal Gym, 455 E. Warner Road, generally located east of the southeast corner of Warner Road and Arizona Avenue
Move City Council approve Preliminary Development Plan PLH21-0028 Gold Medal Gym increasing the maximum size permitted for exterior wall signs, subject to conditions recommended by Planning and Zoning Commission.

12. Continue Preliminary Development Plan PLH21-0071 Kerry's Car Care, located on a 1.1-acre site, generally located south of the southeast intersection of Cooper and Pecos Roads
Move City Council continue Preliminary Development Plan PLH21-0071 Kerry's Car Care for site layout and building architecture to the March 24th Council hearing, as recommended by Planning and Zoning Commission.

13. Re-Plat\Final Plat PLT21-0053 Dobson Town Place II
Move City Council approve Re-Plat\Final Plat PLT21-0053 Dobson Town Place II located on the east side of Alma School Road north of Queen Creek Road, as recommended by staff.

14. Final Plat PLT19-0046 for Carino Commons Commercial

Move City Council approve Final Plat PLT19-0046 Carino Commons Commercial located at the northwest corner of Queen Creek Road and Arizona Avenue, as recommended by staff.

Facilities and Fleet

15. Professional Services Agreement No. BF2206.201 for Design Services with Arrington Watkins Architects, LLC, for Police Department Main Station Redundant Power
Move City Council award Professional Services Agreement No. BF2206.201 to Arrington Watkins Architects, LLC, for Police Department Main Station Redundant Power design services, in an amount not to exceed \$66,740, and approve a General Fund Contingency account transfer in the same amount to the General Capital Projects Fund, Building & Facilities Capital Cost Center, Existing City Building Renovations Program.

Fire Department

16. Resolution No. 5544 Arizona Department of Homeland Security Grant Agreement
Move City Council approve Resolution No. 5544, authorizing the City of Chandler to enter into a Grant Agreement with the Arizona Department of Homeland Security (AZDOHS) for the Urban Area Security Initiative (UASI) Enhanced Rapid Response Fire Teams for Hazardous Materials meter maintenance, in the amount of \$2,680, and authorizing the Fire Chief to implement provisions of the agreement.
17. Resolution No. 5546 Approval Request to Submit Grant Application to GOHS for Child Safety Seat Clinic
Move City Council approve Resolution No. 5546, authorizing the submission of a Governor's Office of Highway Safety Grant, for the Child Safety Seat Clinic program, in the amount of \$49,114, and authorizing the City Manager, or a designee, to perform grant-specific negotiations and submit documentation on behalf of the City of Chandler.

Human Resources

18. Chandler Law Enforcement Association (CLEA) Memorandum of Understanding
Move City Council approve the Memorandum of Understanding (MOU) between the City of Chandler and Chandler Law Enforcement Association (CLEA) for FY 22/23 through FY 23/24.
19. International Association of Fire Fighters (IAFF) Memorandum of Understanding
Move City Council approve the Memorandum of Understanding (MOU) between the City of Chandler and the International Association of Fire Fighters (IAFF) for FY 22/23 through FY 23/24.
20. Chandler Lieutenants and Police Sergeants Association (CLASA) Memorandum of Understanding

Move City Council approve the Memorandum of Understanding (MOU) between the City of Chandler and the Chandler Lieutenants and Police Sergeants Association (CLASA) effective July 1, 2022, through June 30, 2024.

Information Technology

21. Purchase of VMware Licenses and Annual Support

Move City Council approve the purchase of VMware licenses and annual support, utilizing the State of Arizona Contract No. ADSP016-098163, with Dell, in the amount of \$134,366.

Neighborhood Resources

22. Resolution No. 5547 Approving the Acquisition of Real Property Located at 35 N. McQueen Road and 1032 East Trails End Place

Move City Council pass and adopt Resolution No. 5547 approving the acquisition of real property located at 35 N. McQueen Road and 1032 E. Trails End Place, Chandler, Arizona, at market value plus closing and escrow fees; authorizing the City's Real Estate Manager to sign, on behalf of the City, the purchase agreements and any other documents necessary to facilitate these acquisitions; and approving relocation services as may be needed and required by law.

Public Works and Utilities

23. Final Adoption of Ordinance No. 5004 Amending Chandler City Code Chapter 43 (Public Works and Utilities Department) Section 43-4.5 Pertaining to the Adoption of Public Works Standards, Specifications and Regulations

Move City Council approve final adoption of Ordinance No. 5004 declaring that document entitled "2022 Amendments to Chandler City Code Chapter 43, Section 43-4.5" to be a public record; amending the Code of the City of Chandler, Chapter 43 (Public Works and Utilities Department), Section 43-4.5 to adopt the City of Chandler Engineering and Design Standards Manual (2022 Edition) as may be periodically amended by the Public Works and Utilities Department Director, or designee; providing for the repeal of conflicting ordinances; and providing for severability.

24. Design and Construction Agreement No. WA2007.501, with Salt River Project, for the North Alma School Well Design and Construction

Move City Council award Design and Construction Agreement No. WA2007.501, to Salt River Project, for the North Alma School Well Design and Construction, in an amount not to exceed \$360,197.

25. Professional Services Agreement No. WW2005.203, with Dibble & Associates Consulting Engineers, Inc., dba Dibble Engineering, for the Chandler Boulevard – Dobson Road to Chippewa Place Water Improvements Design Services

Move City Council award Professional Services Agreement No. WW2005.203 to Dibble & Associates Consulting Engineers, Inc., for Chandler Boulevard – Dobson Road to Chippewa Place Water Improvements Design Services, in an amount not to exceed \$349,502.

26. Purchase of John Deere Gators

Move City Council approve the purchase of seven John Deere Gators, from Deere & Company, utilizing the State of Arizona Contract No. ADSPO18-202498, in the amount of \$69,586.37.

Consent Agenda Motion and Vote

Councilmember Ellis moved to approve the Consent Agenda of the February 10, 2022, Regular City Council Meeting; Seconded by Councilmember Harris.

Motion carried unanimously (7-0).

Action Agenda Item No. 27 and Discussion

27. Introduction and Tentative Adoption of Ordinance No. 4994, Amending the Code of the City of Chandler, Chapter 28, Fire Prevention, by Repealing and Replacing Chapter 28 in its Entirety; Providing for the Repeal of Conflicting Ordinances; and Providing for Severability and Establishing an Effective Date

COUNCILMEMBER STEWART made the following motion, seconded by Vice Mayor Roe:

Move City Council introduce and tentatively adopt Ordinance No. 4994; Declaring the documents known as the "International Fire Code, 2021 Edition" and "2021 Amendments to Fire Code Exceptions in Chapter 28, Fire Prevention," as Public Records; Amending the Code of the City of Chandler, Chapter 28, Fire Prevention, by Repealing the International Fire Code, 2018 Edition, by Adopting the International Fire Code, 2021 Edition, and by Amending and Clarifying the Exception Provisions to the International Fire Code; and changing the last phrase of the proposed amendments to section 28-23 to read "the use, discharge, or ignition of permissible consumer fireworks is prohibited in all public parks, public retention basins, and public facilities"; Providing for the Repeal of Conflicting Ordinances; and Providing for Severability and Establishing an Effective Date.

COUNCILMEMBER ORLANDO clarified that this vote was for the amendment.

KELLY SCHWAB, City Attorney, answered that the motion made by Councilmember Stewart includes the amendment to the fireworks provision which removes the prohibition of use on streets and roads.

COUNCILMEMBER ORLANDO asked if the original ordinance could be reintroduced if this amended ordinance does not pass.

MS. SCHWAB answered that the current item was the ordinance with the amendment proposed; and if that does not pass, there could be a motion with the original ordinance.

COUNCILMEMBER ORLANDO acknowledged previous discussion on the item but stated his concern with managing risks on public streets. He brought up the issue of potential lawsuits from involvement on public streets and preferred not to burden taxpayers with litigation. He emphasized that this language was included in policy before and desired consistency in the code.

COUNCILMEMBER STEWART brought up that setting off fireworks near a home is more dangerous to the home than it is to set off fireworks in the streets. This amendment promotes safety and prevents overregulation of fireworks. Removing the language of streets and roads removes the burden of responsibility from the police. The focus should be on promoting freedom and safe celebration with fireworks.

COUNCILMEMBER HARRIS asked about the frequency of issues with fireworks being lit on streets.

TOM DWIGGINS, Fire Chief, answered that currently most fireworks are ignited in the street. He said that the two days with the highest call volume and response by the Fire Department are the Fourth of July and New Year's Eve. He said it is hard to say that the issue is specifically with the street usage, as there are issues occurring wherever fireworks are being used.

COUNCILMEMBER HARRIS asked to confirm that this ordinance can be changed based on future input.

MS. SCHWAB confirmed that this ordinance could be changed in the future. She said not many people were aware of the omission of the language of the 2018 code, so this adoption would likely not be understood as a change in code.

COUNCILMEMBER ELLIS clarified that this amendment would still be in context of the limited day use of fireworks.

CHIEF DWIGGINS said that dates were being added to allow the use of fireworks, specifically Cinco de Mayo. The amount of time between the date of purchase to date of use is being lengthened. He said that there is current Arizona state legislation being discussed to cap the usage of fireworks at 11 p.m.

VICE MAYOR ROE asked if the greatest concern is over illegal fireworks.

SEAN DUGGAN, Police Chief, said yes, illegal fireworks are the greatest concern.

VICE MAYOR ROE asked about officers reporting to a home where legal fireworks are being used.

CHIEF DUGGAN confirmed that the concern is over illegal fireworks being used. That takes priority over legal firework calls.

COUNCILMEMBER STEWART confirmed that bottle rockets and pyrotechnic fireworks are illegal.

CHIEF DUGGAN affirmed that they were illegal.

COUNCILMEMBER STEWART reiterated that this ordinance addresses only legal fireworks. He asked if any explosive fireworks will still be illegal.

CHIEF DUGGAN verified that these fireworks are illegal by state law.

COUNCILMEMBER ORLANDO asked about the liability of a situation involving fireworks in the streets. He asked if this is defensible in a court of law.

MS. SCHWAB upheld her position that any activity on a street that is not traffic related can be risky. Allowing fireworks to be let off in the streets may involve a lawsuit with both the individual lighting fireworks as well as the city. It is unknown if this is defensible in court. The best recommendation based on safety is to allow only traffic related activities in the street.

COUNCILMEMBER ORLANDO brought up his concern over using public space versus private property. He said he wanted to reduce the likelihood of the city being involved in a lawsuit, especially in the taxpayers' interest.

COUNCILMEMBER HARRIS asked if the city has been sued for a firework incident.

MS. SCHWAB answered that this situation has not happened.

COUNCILMEMBER HARRIS addressed the concern with fireworks originating from speaking about it, rather than based on documentation.

MS. SCHWAB stated that all fireworks were prohibited from streets and fireworks up until 2018.

COUNCILMEMBER HARRIS said that from 2018 to now, there has not been any issue with fireworks in public areas.

MS. SCHWAB said they have not received any litigation or claims related to the use of fireworks.

COUNCILMEMBER HARRIS said the probability of this incident occurring is unsubstantiated.

MS. SCHWAB asserted her concern with allowing non traffic related activities on streets. She brought up the permit process for block parties as an alternative avenue to safely celebrate.

COUNCILMEMBER STEWART asked about the liability of other potential non traffic activities.

MS. SCHWAB said this always carries a risk. The city does not condone this.

COUNCILMEMBER STEWART said that the importance of this amendment is to remove the burden from the police.

COUNCILMEMBER HARRIS asked about the number of HOAs in Chandler.

MS. SCHWAB answered that the percentage of HOAs in Chandler is around 80%.

COUNCILMEMBER HARRIS asked if HOAs can rule differently on the usage of fireworks.

MS. SCHWAB said that HOAs do not regulate public streets, as public laws apply. HOAs can regulate private streets as limited by state law.

COUNCILMEMBER HARRIS said removing this language allows for HOAs, police, and higher authorities to regulate the fireworks issue. He expressed concern with the risk of using fireworks on private property. Since a situation with dangerous use of legal fireworks on public streets has not happened then the risk should be assessed differently. This ordinance can be changed in the future if it is warranted.

LOUANN SEDGWICK, 753 E. Gemini Pl., Chandler, expressed her concern over illegal fireworks. She expected the issue to be handled at the state level. Legal fireworks being used at people's homes should be fine. Expanding the dates of allowance should permit usage of fireworks in the street. She wanted to focus on addressing the issue of illegal fireworks.

Action Agenda Item No. 27 Motion and Vote

COUNCILMEMBER STEWART moved to introduce and tentatively adopt Ordinance No. 4994; Declaring the documents known as the "International Fire Code, 2021 Edition" and "2021 Amendments to Fire Code Exceptions in Chapter 28, Fire Prevention," as Public Records; Amending the Code of the City of Chandler, Chapter 28, Fire Prevention, by Repealing the International Fire Code, 2018 Edition, by Adopting the International Fire Code, 2021 Edition, and by Amending and Clarifying the Exception Provisions to the International Fire Code; and changing the last phrase of the proposed amendments to section 28-23 to read "the use, discharge, or

ignition of permissible consumer fireworks is prohibited in all public parks, public retention basins, and public facilities”; Providing for the Repeal of Conflicting Ordinances; and Providing for Severability and Establishing an Effective Date; Seconded by Vice Mayor Roe.

Motion carried by majority (6-0), Councilmember Orlando dissenting.

Informational

28. Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

Unscheduled Public Appearances

None.

Current Events

Mayor's Announcements

MAYOR HARTKE announced the State of the City event on Thursday, February 17 at 5:30 p.m. at Chandler Center for the Arts. The Mayoral Address will begin at 6:30, and the concert will start at 7:00.

MAYOR HARTKE said there would be a mental health conference on February 25 and 26 at Compass Christian Church. Students and parents are invited to learn from therapists and social workers about mental health tools and skills.

MAYOR HARTKE announced that Sunset Library will fully reopen on Monday, February 14.

Council's Announcements

COUNCILMEMBER HARRIS recognized the Night of Hope trafficking awareness event and thanked Pastor Mike Gowans and other leaders for the success of the event.

COUNCILMEMBER HARRIS said he and Councilmember Ellis had attended the Chandler Unified School District Board meeting for a presentation led by Dr. Adama Sallu and Black student unions on Black excellence and expressed his support for the students.

COUNCILMEMBER HARRIS wished Matt Dunbar, Budget Manager, a happy birthday.

VICE MAYOR ROE brought up Council's first budget discussion meeting for 2022 – 2023 and thanked staff for the information discussed.



City Council Memorandum City Magistrate Memo No.

Date: February 24, 2022
To: Mayor and Council
Thru: Alicia M. Skupin, City Magistrate
From: Ken Kung, Court Administrator
Subject: Intergovernmental Agreement for East Valley Regional Veterans Court at Tempe Municipal Court

Proposed Motion:

Move City Council approve Resolution No. 5556, authorizing the Mayor to execute an intergovernmental agreement with the City of Tempe allowing City of Chandler Municipal Court to participate in the Maricopa County East Valley Regional Veterans Treatment Court.

Background/Discussion:

Pursuant to Arizona Revised Statutes ("A.R.S.") § 22-601, the presiding judge of the superior court in each county may establish a veterans' court to adjudicate cases filed in a justice court or a municipal court in the county.

On April 15, 2016, the Presiding Judge of the Maricopa County Superior Court issued Administrative Order No. 2016-035, which established the East Valley Regional Veterans Treatment Court ("EVRVC") for the municipal courts in the East Valley of Maricopa County, including Tempe Municipal Court, Chandler Municipal Court, Gilbert Municipal Court and Scottsdale Municipal Court and other municipal courts as set forth in Administrative Order No. 2016-035, and provided that each municipal court would establish its own eligibility criteria for referral to the veterans court. On June 28, 2018, the City Council adopted Resolution No. 5175, approving an intergovernmental agreement between City of Chandler and City of Tempe regarding the coordination between the two entities for the EVRVC held at Tempe Municipal Court. The 2018 IGA allowed for annual renewals of one (1) year terms up to four (4) total years, upon mutual agreement by the presiding judge of each city.

This item is a new IGA and continues to outline the duties and responsibilities, including cost sharing among the East Valley Regional Veterans Court Participating Municipalities, including City of Chandler Municipal Court. The terms of this IGA is for a period of five (5) years, commencing on July 1, 2022, and ending on June 30, 2027, for an initial term. After the expiration of the initial term, the parties can renew once for a five (5) year renewal term upon mutual written agreement by the presiding judge of each city.

Financial Implications:

The Maricopa County East Valley Regional Treatment Court (EVRVC) operates on a cost-sharing model. Parties will be charged a flat fee per case referred to EVRVC, and the flat fee is based on the average cost per case. The average cost per case is calculated by dividing the total costs by volume using data from the previous fiscal year. The projected FY2022/23 City of Chandler Municipal Court cost will be \$28,202, with an estimated projected caseload of 60 cases. The Court has an ongoing budget dedicated to fund operations of the EVRVC from its Court Enhancement Fund in the amount of \$25,000 per year.

Attachments

Resolution 5556
IGA EVRVC

RESOLUTION NO. 5556

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE CITY OF TEMPE FOR THE CONTINUED OPERATION OF THE EAST VALLEY REGIONAL VETERANS COURT.

WHEREAS, the Maricopa County Superior Court issued Administrative Order No. 2016-035, which established the East Valley Municipal Regional Veterans Treatment Court (EVRVC) comprised of several municipal courts in the East Valley of Maricopa County, including the Chandler and Tempe Municipal Courts; and

WHEREAS, dockets for the EVRVC are held at the Tempe Municipal Court using the Tempe courthouse and staffing; and

WHEREAS, the Intergovernmental Agreement establishing the terms for the operation of the EVRVC commenced on July 1, 2018, and will expire by its terms on June 30, 2022; and

WHEREAS, the Parties desire to establish the terms and conditions by which Parties will continue to work together on the EVRVC, including how Parties will proportionally share cost for the wages of the designated court staff and operating costs based on the volume of cases referred to the EVRVC by each City; and

WHEREAS, the Parties desire to continue to work cooperatively on the EVRVC to best serve the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approving the terms and conditions of the Intergovernmental Agreement between the City of Tempe and the City of Chandler as participating members of the East Valley Regional Veterans Court Participating Municipalities, attached as an Exhibit hereto and incorporated herein by reference.

Section 2. Authorizing the Mayor to execute the Agreement on behalf of the City of Chandler.

Section 3. Authorizing the Presiding City Magistrate of the Chandler Municipal Court to renew the Agreement, as approved, for a five-year renewal term.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of February, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5556 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of February, 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *REL*

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF TEMPE
AND
THE EAST VALLEY REGIONAL VETERANS COURT PARTICIPATING MUNICIPALITIES**

This Intergovernmental Agreement ("Agreement") is made and entered into this ____ day of _____, 2022, by and between the Cities of Tempe, Chandler, and Scottsdale, each individual Arizona municipal corporations ("Tempe", "Chandler" and "Scottsdale", respectively) and the Towns of Carefree, Fountain Hills, Gilbert, and Paradise Valley, each individual Arizona municipal corporations ("Carefree", "Fountain Hills", "Gilbert" and "Paradise Valley", respectively). Participating municipalities will be referred to individually in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties are authorized and empowered to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 and 11-952 and their respective city charters or other governing authority.

B. Pursuant to A.R.S. § 22-601, the presiding judge of the superior court in each county may establish a veterans court to adjudicate cases filed in a justice court or a municipal court in the county.

C. On April 15, 2016, the Presiding Judge of the Maricopa County Superior Court issued Administrative Order No. 2016-035, which established the East Valley Regional Veterans Treatment Court ("EVRVC") for the municipal courts in the East Valley of Maricopa County, including Tempe Municipal Court, Chandler Municipal Court, Gilbert Municipal Court and Scottsdale Municipal Court and other municipal courts as set forth in Administrative Order No. 2016-035, and provided that each municipal court would establish its own eligibility criteria for referral to the veterans court. On August 12, 2016, the Presiding Judge of the Maricopa County Superior Court issued Administrative Order No. 2016-071 adding the municipal courts of Fountain Hills and Carefree-Cave Creek to the EVRVC. On August 26, 2016, the Presiding Judge of the Maricopa County Superior Court issued Administrative Order No. 2016-076 adding the municipal court of Paradise Valley to the EVRVC. On May 9, 2018, the Presiding Judge of the Maricopa County Superior Court issued Administrative Order No. 2018-071 to establish an EVRVC Governing Council and to appoint a chairperson to assist with the EVRVC. The foregoing administrative orders are collectively referred to as the "Administrative Orders" and are attached hereto as Exhibit "A" and incorporated herein by reference.

D. Prior to the issuance of Administrative Order No. 2016-035, Tempe had operated its own veterans court. As of the effective date of this Agreement, pursuant to the direction of the Administrative Order, the presiding judges of the participating municipal courts of the EVRVC have agreed to hold dockets at the Tempe Municipal Court, located at 140 East Fifth Street, Tempe, Arizona 85281.

E. Pursuant to A.R.S. § 22-602 and the Administrative Orders, any judicial officer qualified to hear cases in any of the participating municipal courts shall have the authority to adjudicate a case referred to the EVRVC.

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F. Tempe employs judges pro tempore who are qualified to hear cases in Tempe Municipal Court ("Tempe Pro Tem Judges").

G. Tempe has hired an EVRVC coordinator ("Coordinator") to assist in the operation of the EVRVC at the direction of the Tempe Court Administrator.

H. The Parties previously entered into an intergovernmental agreement on June 12, 2018 to establish the terms and conditions by which Parties will work together on the EVRVC, including how Parties will proportionately share costs for the wages of designated court staff and operating costs based on the volume of cases referred to the EVRVC.

I. The Parties now desire to enter into a new intergovernmental agreement to continue this cooperative effort under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1.0 Recitals. The foregoing introduction and recitals are incorporated into this Agreement.

2.0 Purpose. The Parties desire to work cooperatively and share the cost of the EVRVC, using Tempe's Municipal Court location, the EVRVC Coordinator, and Court Services Specialist to support the EVRVC.

3.0 Additional Agencies.

3.1 The Presiding Judge of the Maricopa County Superior Court may issue future Administrative Orders authorizing additional municipal courts to participate in the EVRVC. Upon issuance of such Administrative Order, a newly authorized municipality may be invited to and become a Party to this Agreement after approval by the majority of the Parties, represented by their presiding judges (or their designees). Such approval shall be documented by a letter of invitation to the presiding judge of the municipality wishing to join along with a copy to all existing members. The addition of a new municipality shall be subject to the provisions of A.R.S. §§11-951 *et seq.*

3.2 A public agency approved by the presiding judges (or designees) in accordance with Subsection 3.1, shall become a Party to this Agreement as of the date that the Agreement is adopted by its governing body and properly executed by it.

3.3 Each Party shall provide a copy of its fully executed Agreement to every other Party.

4.0 Term. The initial term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2022, and ending on June 30, 2027 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed once for a five (5) year renewal term ("Renewal Term") upon mutual written agreement by the presiding judge of each Party, and filed with the Parties' City Clerks. The Initial Term and

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any Renewal Term are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

5.0 General Operation of the EVRVC. The Parties acknowledge that:

- 5.1 Location of Court. The presiding judges of the participating municipal courts of the EVRVC have agreed to refer cases to the EVRVC at the Tempe Municipal Court and/or via a virtual platform.
- 5.2 Referral. Participating municipal courts may refer cases to the EVRVC for adjudication, in accordance with their respectively established eligibility criteria.
- 5.3 Scheduling. The Coordinator will coordinate with the Parties the days that each participating municipal court's referred cases will be adjudicated at the EVRVC.
- 5.4 Administration. Court administration for each participating court will establish its own case referral process, determine how its cases will be handled in the case management system, and establish how fines, fees, surcharges and any other costs will be allocated.
- 5.5 Jurisdiction. The originating court will retain jurisdiction of any case referred to the EVRVC.

6.0 Cost Sharing. Parties shall be charged a flat fee per case referred to the EVRVC from their jurisdiction. The flat fee is based on the average cost per case. The average cost per case shall be calculated by dividing total costs by volume using data from the previous fiscal year. The flat fee will include EVRVC operating expenses (exclusive of court costs as defined in Section 8 of this Agreement), as well as the costs associated with the EVRVC Coordinator and a Court Services Specialist. Future grant funding, if any, will be applied to reduce total costs before the average cost per case is calculated. Any changes to the cost sharing formula can only be made prospectively and will require majority approval by Court Administration for each participating court. If the majority approves a formula change, any Party not approving of the formula change will terminate its participation in the Agreement.

- 6.1 Reimbursement Payments. Tempe shall bill the Parties on a quarterly basis, and each invoice shall reflect costs incurred during the preceding quarter. Payments are due to Tempe EVRVC within thirty (30) days of receipt of invoice. An audit shall be completed at the end of the fiscal year to ensure the accuracy of costs billed. Any difference at year end will either be invoiced or credited to the appropriate Party.

7.0 EVRVC Staff. Tempe has employed the Coordinator and the Court Services Specialist to assist in the operation of the EVRVC. The Parties acknowledge that the staff will be working under the jurisdiction and control of Tempe.

- 7.1 Duties. The Coordinator shall establish the priority of cases to be heard in the EVRVC, handle the scheduling of cases, coordinate with the clerks of each participating court, and coordinate with the U.S. Department of Veterans Affairs for the provision of treatment services to eligible veterans in the EVRVC. The Court Services Specialist shall perform administrative duties as assigned and necessary for the operation of the EVRVC.

7.2 Change in Employment. If the Coordinator will no longer be employed by Tempe and Tempe determines not to reassign the Coordinator's duties to another Tempe employee or contractor, Tempe shall provide Parties with as much notice as possible so the Parties can determine how such duties will be handled.

8.0 Court Costs. Tempe shall pay for any other costs incurred in operating the EVRVC, including without limitation, utilities in the Tempe Municipal Court, office supplies, and parking, but excluding any costs incurred by any Party in using Tempe's network connection, which costs are the responsibility of that Party.

9.0 Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party and 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, related to, arising from or out of, or resulting from any acts, errors, mistakes, omissions or negligent, reckless, or intentional actions caused in whole or in part by the other Party relating to work or services in the performance of this Agreement, 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 claimed by any of the Party's or its subcontractor's employees.

9.1 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this Section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

10.0 Insurance Coverage. Each Party will obtain such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of the Party, their employees and agents, during the time that the respective Party is performing acts pursuant to this Agreement. The minimum amount of such coverage shall be in the amount of \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit, and any of the Parties may be self-insured. The Parties acknowledge that Chandler, Scottsdale and Tempe are self-insured as provided in A.R.S. § 11-981 and that this self-insurance fully complies with the requirements under this Section.

10.1 Workers' Compensation. Tempe staff, including the Coordinator, the Court Services Specialist and other Tempe employees assisting with the EVRVC shall be considered "employees" of Tempe and not of any other jurisdiction (no joint employer). Employees of other participating jurisdictions assisting with the EVRVC shall not be considered "employees" of Tempe (no joint employer). Accordingly, such employees of one Party shall not be entitled to employee benefits normally provided to bona fide employees of another Party. Nothing in this Agreement or its performance, except as provided in A.R.S. § 23-1022(D) and described below, shall be construed to result in any person being the officer, agent, employee, or servant of either Party when such person, absent this Agreement and the performance thereof, would not in law have such status. The primary employer shall be solely liable for any workers' compensation benefits, that

may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

11.0 Termination; Cancellation.

11.1 Termination. Any Party shall have the right to terminate its participation in this Agreement, with or without cause, upon giving the other Parties not less than 30 days' notice, in writing, of intent to terminate. Any such termination shall be signed by the Party's Contract Administrator. Notice of intent to terminate shall be given as provided in Section 12.0 below. Following termination of participation by one or more Parties, this Agreement shall remain in full effect with respect to the remaining Parties; provided, however, that if Tempe terminates its participation in this Agreement, the Agreement terminates as to all Parties.

11.2 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, any Party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of any Party is, at any time while the Agreement is in effect, an employee of any other Party in any capacity, or a consultant to any other Party with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice is received by the other Parties to the Agreement, unless the notice specifies a later time.

11.3 Disposition of Property Upon Termination. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

12.0 Notices. Any notice required or permitted to be given pursuant to this Agreement, unless otherwise expressly provided herein, shall be given in writing, either personally to the authorized representatives of the other Parties, or by United States Postal Service certified mail, return receipt requested, as shown below or to such other street address(es) as may be designated by the respective Parties in writing from time to time. The notice shall be deemed complete when received by the person receiving it or, when certified mail is used, five days from the date of mailing, whichever occurs first. If a copy of the notice is also given to a Party's counsel or other recipient, the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

If to Carefree: Presiding Judge
Carefree-Cave Creek Consolidated Court
37622 N. Cave Creek Rd., Suite B
Cave Creek, AZ 85331

Town of Carefree
P.O. Box 740
Carefree, AZ 85377

If to Chandler: Presiding Judge
Chandler Municipal Court
200 E Chicago St
Chandler AZ 85225

City of Chandler
Mail Stop 602
P.O. Box 4008
Chandler, AZ 85244-4008
ATTN: City Attorney

If to Fountain Hills: Presiding Judge
Fountain Hills Municipal Court
16705 E Avenue of the Fountains
Fountain Hills, AZ 85268

Town Attorney
Town of Fountain Hills
16705 E Avenue of the Fountains
Fountain Hills, AZ 85268

If to Gilbert: Presiding Judge
Gilbert Municipal Court
55 East Civic Center Dr, STE 101
Gilbert, AZ 85296

Town Attorney
Town of Gilbert
50 East Civic Center Dr
Gilbert, AZ 85296

If to Paradise Valley: Presiding Judge
Paradise Valley Municipal Court
6517 E. Lincoln Drive
Paradise Valley, AZ 85253

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

If to Scottsdale: Presiding Judge
Scottsdale City Court
3700 N. 75th Street
Scottsdale, AZ 85251

City of Scottsdale
3939 North Drinkwater Boulevard
Scottsdale, AZ 85251
ATTN: City Attorney

If to Tempe: Presiding Judge
Tempe Municipal Court
140 East Fifth Street

Tempe AZ 85281

City of Tempe
P. O. Box 5002
Tempe, AZ 85280
ATTN: City Attorney

13.0 Miscellaneous.

- 13.1 Invalid Provisions. In the event any term, condition, covenant, stipulation, agreement or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision herein contained.
- 13.2 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.
- 13.3 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court, sitting without jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
- 13.4 No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement.
- 13.5 Entire Agreement. While separate reimbursement arrangements may exist between individual Parties, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the EVRVC.
- 13.6 Further Assurances. The Parties agree to do such further acts and things and to execute and deliver such additional Agreements and instruments as any Party may reasonably require to consummate, evidence, confirm or carry out the Agreement contained herein.
- 13.7 Contract Administrator. Each party shall designate a Contract Administrator. The Contract Administrator shall be responsible for administering the terms of this Agreement, and shall be the primary contact point for the other Parties for all matters arising under this Agreement. The Contract Administrator shall be designated by the effective date of this Agreement and noticed in a separate writing between the parties. If no Contract Administrator is separately designated, the presiding judge for the jurisdiction shall be considered the Contract Administrator.
- 13.8 Law Governing; Venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

- 13.9 Non-assignability. This Agreement is not assignable by any Party.
- 13.10 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.
- 13.11 Arizona Legal Workers Act. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and a non-breaching Party may terminate this Agreement. The Parties retain the legal right to inspect the papers of the other Parties to ensure that each Party is complying with the above-mentioned warranty under this Agreement.
- 13.12 Availability of Funds. This subsection shall control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. The provisions of this Agreement for payment of funds or the incurring of expenses by the Parties shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement and each Party shall keep the other Parties fully informed as to the availability of funds for this Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If the governing body of any Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any fiscal year, this Agreement shall terminate at the end of that fiscal year as to such party and such Party shall be relieved of any subsequent obligation under this Agreement. The Agreement shall remain in full effect for the remaining Parties to the Agreement; provided, however, that if Tempe terminates its participation in this Agreement, the Agreement shall terminate as to all Parties.
- 13.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their signatures, as of the date first written above.

CITY OF CHANDLER, an Arizona
municipal corporation

Mayor Kevin Hartke

ATTEST:

Dana Delong, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: (1) that she has reviewed the above Agreement on behalf of Chandler; and (2) that, as to Chandler only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Kelly Schwab, City Attorney *KES*

Exhibit A

**SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

IN THE MATTER OF THE EAST VALLEY }
REGIONAL VETERANS COURT }

ADMINISTRATIVE ORDER
No. 2016 – 035

The Presiding Judges in several East Valley municipal courts seek to establish a regional Veterans Court pursuant to A.R.S. § 22-601, in order to maximize available resources and ensure the participation of a Veterans Justice Outreach specialist (VJO) from the U.S. Department of Veterans Affairs (V.A.). Each participating court will continue to establish which of its cases will be referred to the Veterans Court docket and each court will continue to maintain its cases in its case management system. However, the Veterans Court docket will be held at a centralized location to share resources and lessen the impact to the VJO from having to travel to multiple court locations throughout the valley. Therefore,

IT IS ORDERED establishing a Regional Veterans Treatment Court for the municipal courts in the East Valley of Maricopa County, referred to as the East Valley Municipal Regional Veterans Treatment Court (Regional Veterans Court). The Regional Veterans Court shall include Tempe Municipal Court, Mesa Municipal Court, Gilbert Municipal Court, Scottsdale Municipal Court, and Chandler Municipal Court. Any additional municipal court in Maricopa County can join the Regional Veterans Court upon the written approval of the Presiding Judge of the Superior Court in Maricopa County. Any participating court can withdraw from the Regional Veterans Court by submitting a written notification of withdrawal to the Presiding Judge of the Superior Court.

IT IS FURTHER ORDERED as follows:

1. The Court adopts the referral criteria of each participating municipal court and the Chief Prosecuting Attorneys, after consultation with the respective Public Defenders. Based on the established criteria, each participating court shall determine which cases are appropriate for referral to the Regional Veterans Court.
2. Any judicial officer of a participating municipal court may refer a case to the Regional Veterans Court. The originating court shall maintain jurisdiction over the case. Participation in Regional Veterans Court is voluntary, and as such, the referring judicial officer shall determine if the defendant wishes to have the case transferred to the Regional Veterans Court. The court shall notify the prosecutor of the transfer.
3. The Regional Veterans Court shall hold dockets in a location agreed upon by the Presiding Judges of participating municipal courts. Participating courts will be responsible for the administration of each case referred from their court to the Regional Veterans Court. Any judicial officer qualified to hear cases in any of the

participating municipal courts shall have the authority to adjudicate a case referred to the Regional Veterans Court.

4. The Presiding Judges of the participating courts shall coordinate and establish a consistent court calendar for the Regional Veterans Court to be in session. The Presiding Judges shall also establish a consistent schedule for Regional Veterans Court cases to be staffed prior to each court session.
5. Court administration for participating courts shall establish the case transfer process; determine how cases will be handled in the case management system, and how fines, fees, surcharges and any other costs will be allocated. The referring court shall be the custodian of records for its cases at the Regional Veterans Court.
6. Prosecutors for participating municipalities will prosecute their respective municipality's cases, unless such authority is delegated, in writing, to another agency among the participating municipalities.
7. The Regional Veterans Court Judge will coordinate with the V.A. for the provision of treatment services to eligible veterans in the Regional Veterans Court. The Regional Veterans Court Judge may also utilize local, community-based treatment programs, social services and veterans service organizations that further the purpose of the Regional Veterans Court.
8. In the event a defendant is removed from the Regional Veterans Court for failing to make satisfactory progress in court-ordered treatment, or for any other lawful reason, the Regional Veterans Court Judge shall transfer the case back to the referring court for adjudication.
9. The Presiding Judges, in coordination with the respective City Prosecutors, and after consultation with the respective Public Defenders, shall develop and implement any other standard operating procedures consistent with this order.

DATED this 15th day of April, 2016

/s/ Janet E. Barton

Janet E. Barton
Presiding Judge

Original: Clerk of the Superior Court

Copies: Municipal Court Presiding Judges in Maricopa County
Raymond Billotte, Judicial Branch Administrator
Karen Westover, Deputy Court Administrator

**SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

IN THE MATTER OF THE EAST VALLEY }
REGIONAL VETERANS COURT }

ADMINISTRATIVE ORDER
No. 2016-071

Administrative Order No. 2016-035 established the East Valley Municipal Regional Veterans Treatment Court consisting of Tempe Municipal Court, Mesa Municipal Court, Gilbert Municipal Court, Scottsdale Municipal Court, and Chandler Municipal Court. The Administrative Order indicated that any additional municipal court in Maricopa County can join the Regional Veterans Court upon the written approval of the Presiding Judge of the Superior Court in Maricopa County.

The Presiding Judge of the Superior Court having received a request from the Fountain Hills Municipal Court and the Carefree-Cave Creek Consolidated Court to join the Regional Veterans Court; and there being no objections from the other participating municipal courts in the Regional Veterans Court;

IT IS THEREFORE ORDERED adding the Fountain Hills Municipal Court and the Carefree-Cave Creek Consolidated Court to the East Valley Municipal Regional Veterans Treatment Court.

DATED this 12th day of August, 2016

/s/ Janet E. Barton

Janet E. Barton
Presiding Judge

Original: Clerk of the Superior Court

Copies: Municipal Court Presiding Judges in Maricopa County
Raymond Billotte, Judicial Branch Administrator
Karen Westover, Deputy Court Administrator

**SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

IN THE MATTER OF THE EAST VALLEY }
REGIONAL VETERANS COURT }

ADMINISTRATIVE ORDER
No. 2016-076

Administrative Order No. 2016-035 established the East Valley Municipal Regional Veterans Treatment Court consisting of Tempe Municipal Court, Mesa Municipal Court, Gilbert Municipal Court, Scottsdale Municipal Court, and Chandler Municipal Court. The Administrative Order indicated that any additional municipal court in Maricopa County can join the Regional Veterans Court upon the written approval of the Presiding Judge of the Superior Court in Maricopa County.

The Presiding Judge of the Superior Court having received a request from the Paradise Valley Municipal Court to join the Regional Veterans Court; and there being no objections from the other participating municipal courts in the Regional Veterans Court;

IT IS THEREFORE ORDERED adding the Paradise Valley Municipal Court to the East Valley Municipal Regional Veterans Treatment Court.

DATED this 26th day of August, 2016

/s/ Janet E. Barton

Janet E. Barton
Presiding Judge

Original: Clerk of the Superior Court

Copies: Municipal Court Presiding Judges in Maricopa County
Raymond Billotte, Judicial Branch Administrator
Karen Westover, Deputy Court Administrator



City Council Memorandum Communications and Public Affairs Memo No.
N/A

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
From: Matt Burdick, Communications and Public Affairs Director
Subject: Agreement No. CAPA2-918-4421, with Davidson Belluso, for Digital Marketing Services for Recruitment Campaigns

Proposed Motion:

Move City Council approve Agreement No. CAPA2-918-4421, with Davidson Belluso, for digital marketing services for recruitment campaigns, in an amount not to exceed \$300,000 for a period of one year beginning March 1, 2022, through February 28, 2023, with the option of up to four additional one-year extensions.

Background/Discussion:

The City of Chandler Human Resources Division is consistently experiencing attrition and managing recruitment for more than 100 vacancies. To differentiate the City of Chandler as an employer and foster exposure to applicants in targeted industries, a request for proposals was issued to qualified individuals and firms that provide digital marketing services. Eleven firms submitted proposals outlining their approach to work with the City of Chandler to create a digital marketing campaign and assets that would foster exposure to talent nationwide, increase awareness among prospective applicants in targeted industries and support the City's job applicant recruitment strategies.

The selected vendor will perform the following tasks in support of the marketing campaign:

- Work with staff to create a digital marketing strategy and track results to increase exposure to prospective employees and support recruitment efforts.
- Produce creative content representing diverse groups of employees using different advertising methods, integrated with the City's existing video, web,

photography, iconography, and graphic elements.

- Develop specific digital marketing campaigns for selected job postings, including offering insights on emerging trends and tracking performance in reaching the target audience.
- Provide monthly campaign and wrap-up reporting using both qualitative and quantitative measures.
- Promote the City of Chandler lifestyle and work opportunities to prospective employees.
- Create digital campaigns to drive website traffic to the City's job recruitment webpages.
- Develop digital marketing content for each City department to highlight the variety of employment opportunities, regardless of whether current vacancies exist in all departments.
- Support recruitment for selected positions through targeting specific audience personas as well as geographically-targeted markets.

This project is anticipated as a three-year effort using various digital marketing methods, including industry associations and networks, email and text messaging, digital banners and social media ads, search engine ads and other formats.

Evaluation:

For Award of an RFP:

On October 12, 2021, City staff issued Request for Proposal No. CAPA2-918-4421 for digital marketing services for recruitment campaigns. Notification was sent to all registered vendors. Eleven proposals were received from the following offerors:

3D Management and Consulting

2060 Digital

Atomic Glue LLC

Commit Agency

CPS HR Consulting

Davidson Belluso

Lagartija Communications

Paula Pedene and Associates

Purplegator

Spotlight Media Services

Thinkzilla

The Evaluation Committee evaluated the proposals recommends award to Davidson Belluso, which submitted the most advantageous offer to the City in accordance with the evaluation criteria.

Financial Implications:

The first two years of this contract are funded through a portion of the City's allocation of Arizona CARES Act dollars.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
217.1250.5219.0.3ARP04.0	Grants	Quality of Life	\$300,000	N

Attachments

Agreement



City Clerk Document No. _____

City Council Meeting Date: February 24, 2022

**CITY OF CHANDLER SERVICES AGREEMENT
DIGITAL MARKETING SERVICES FOR RECRUITMENT CAMPAIGNS
CITY OF CHANDLER AGREEMENT NO. CAPA2-918-4421**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Davidson Belluso, an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

A. City proposes to enter an agreement for digital marketing services for recruitment campaigns as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the

terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year and begins on March 1, 2022 and ends on February, 2023 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$ 300,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure

that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if

by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Christina Pryor
 Title: Purchasing Manager
 Address: 175 S. Arizona Ave., 3rd Floor
 Phone: 480-782-2403
 Email: christina.pryor@chandleraz.gov

For the Contractor

Name: Mike Barcia
 Title: General Manager
 Address: 4105 N. 20th Street, Suite 155
Phoenix, AZ 85016
 Phone: 602-277-1185
 Email: mike@davidsonbelluso.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key

personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding

for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, 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, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors

by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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 thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication

in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including,

but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Mike Barcia

Its: General Manager

APPROVED AS TO FORM:

By: _____
City Attorney



ATTEST:

By: _____
City Clerk

EXHIBIT A SCOPE OF SERVICES

SCOPE OF WORK

General

The Contractor will:

- Work with assigned staff to collaborate on a digital marketing strategy to develop, execute and track results to increase exposure to prospective employees and support recruitment of applicants for selected positions.
- Produce creative representing diverse groups in both content and advertising methods with strong and attainable recommendations for consideration. Develop approved digital marketing elements to deploy on behalf of the City of Chandler and its recruitment efforts. Use City-provided recruitment webpages and related content, b-roll, edited videos, photos, iconography and graphic elements.
- Develop digital marketing campaigns for the City of Chandler and selected job postings, provide insights on emerging trends and performance of marketing campaigns and adapt marketing on digital platforms to continually evolve and reach target audience.
- Provide regular reporting to include monthly campaign reporting and wrap-up report for selected job postings, including screenshots of all assets, executive summary of key takeaways and qualitative and quantitative results mapping of the digital marketing campaign.

Human Resources Division

Services provided by the Contractor will include:

- Provide recommendations, create, implement, manage and report on targeted, digital campaign to promote the City of Chandler lifestyle and work prospects to prospective employees.
- Crafting the digital campaign with the intent to boost awareness of City of Chandler job opportunities and drive digital traffic to City's recruitment webpages or other pre-determined landing page(s).
- Showcasing Chandler's lifestyle, promote the wide range of employment opportunities and drive prospective employees to the job interest webpage.
- Development of digital marketing content for each City department to emphasize the variety of employment opportunities regardless of whether there are open positions undergoing recruitment.
- Support recruitment for selected positions by targeting audience personas based on the unique characteristics of the selected position as well as geographically targeted markets in Arizona and regions out-of-state. Each of those selected positions will have its own unique content developed in coordination with the City.
- Recommending a sustained three-year effort utilizing digital marketing methods ranging from industry associations or networks, email and text messages, digital banners, social media ads, search engine ads and other methods.
- Working with the City to develop a strategy for a three-year campaign starting with year one deployment in 2022.

Additional Services

The Contractor may provide other related services upon request from the City.

EXHIBIT B COMPENSATION AND FEES

Year 1 Campaign

The City and the Contractor will agree to a budget for the Year 1 campaign. The Contractor's fees for campaign management, creative development, reporting and media mark up for each campaign shall not exceed 38% of the Year 1 budget.

Year 2 Campaign

The City and the Contractor will agree to a budget for the Year 2 campaign. The Contractor's fees for campaign management, creative development, reporting and media mark up for each campaign shall not exceed 30% of the Year 2 budget.

Year 3 Campaign

The City and the Contractor will agree to a budget for the Year 3 campaign. The Contractor's fees for campaign management, creative development, reporting and media mark up for each campaign shall not exceed 30% of the Year 3 budget.

Years 4 and 5

Should the campaign be extended to Years 4 and/or 5, the City and the Contractor will agree to a budget for each year's campaign. The Contractor's fees for campaign management, creative development, reporting and media mark up for each campaign shall not exceed 30% of either year's budget.

EXHIBIT C TO AGREEMENT INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City 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 possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent

contractors, 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.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* 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 deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 - 1. The Contractor's insurance must contain broad form contractual liability coverage.
 - 2. The Contractor'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 shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 - 3. The Contractor'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.
 - 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 - 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a

minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

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 Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

NONE

**City Council Memorandum Development Services Memo No.**

Date: February 24, 2022
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Andy Bass, Deputy City Manager
Derek D. Horn, Development Services Director
Shicheng Tao, Building Official
From: Catherine Flores, Management Analyst
Subject: Final adoption of Ordinance No. 4993 adopting the 2021 Editions of the International Building, Residential, Energy Conservation, Plumbing, Mechanical, Fuel Gas, Existing Building, Swimming Pool and Spa Codes, and the 2020 edition of the National Electrical Code with local amendments

Proposed Motion:

Move City Council adopt Ordinance No. 4993, adopting the 2021 editions of the International Building, Plumbing, Mechanical, Residential, Fuel Gas, Energy Conservation, Existing Building, Swimming Pool and Spa Codes, and the 2020 edition of the National Electrical Code, with local amendments.

Background/Discussion

The City of Chandler adopts model construction codes, with certain local amendments, to govern construction, remodeling, and renovation of structures within the city. These codes provide a base level of safety for the occupants of buildings constructed in Chandler and offer consistency for builders and developers across jurisdictions in Maricopa County. The model codes are developed and published by the International Code Council (ICC) and the National Fire Protection Association (NFPA) and are adopted by most jurisdictions in the United States and some in other countries. These codes are developed in a public process that includes participation of many technical experts, regulators, and affected organizations. The codes are updated through committee and public hearings on a continuous basis to keep abreast of research on building performance and advances in technology. New editions are published on a three-year cycle; the City previously adopted its current versions of the ICC and

NFPA codes in December 2018, with an effective date of July 2019.

The Chandler Board of Appeals, an appointed citizen advisory commission of the Mayor and City Council, held five meetings with the initial meeting held May 13, 2021. Staff presented the significant changes to each code along with proposed local amendments and/or changes from past amendments. At the August 26, 2021, Board meeting, a motion was introduced recommending City Council adopt the 2021 codes with amendments as proposed by staff. The motion was approved 4-0 with one member absent.

The City also engaged construction industry stakeholders in the update process. A representative from the Home Builders Association of Central Arizona was provided meeting agendas and copies of proposed amendments. This representative attended four of the Board meetings and introduced proposed amendments on behalf of his organization, several of which are included in the proposed ordinance. The Arizona Multi-Housing Association was also invited to participate in the review process.

Proposed Amendments:

The local amendments proposed by staff and supported by the Board of Appeals are minimal in comparison to some jurisdictions, as the model codes are well-vetted through the national hearing processes and few amendments are needed. The recommended amendments are primarily to align the codes with state statutes, local zoning regulations, and long-standing local fire sprinkler requirements for consistency. Staff have also proposed minor changes to the energy conservation code to address concerns of the Home Builders Association of Central Arizona. A summary of notable proposed changes is attached to this memorandum.

For the purpose of regional comparison, the cities/towns of Scottsdale, Peoria, and Cave Creek are currently working on adopting the 2021 codes. In addition to ensuring the safety of the built environment, the 2021 codes serve an important secondary purpose of promoting national recognized construction and public safety codes and regional consistency for builders who perform work in multiple jurisdictions throughout the valley.

A related item for adoption of the 2021 International Fire Code was reviewed by the Board of Appeals concurrently with these proposed codes and appears on this City Council agenda.

Summary of Public Review/Stakeholder Outreach:

The proposed amendments were presented, reviewed, and recommended by the

City of Chandler Board of Appeals in public meetings held during August 2021, where action was taken on the proposed codes. The Board made its recommendation to City Council to adopt the 2021 codes with amendments as proposed by staff during the August 26, 2021, Board of Appeals meeting. Staff met with representatives of the Home Builders Association of Central Arizona (HBACA) and Arizona Multifamily Association to discuss the codes and invite their participation in the process. Several recommendations proposed by HBACA are incorporated in the recommended code updates. A link to the draft code amendments was posted on the City's website.

As of the writing of this memo, Development Services staff is not aware of any opposition to the proposal.

Board of Appeals Vote Report:

Motion to approve. In Favor: 4 Opposed: 0 Absent: 1 (Cullumber)

Recommended Action:

The Chandler Board of Appeals and Development Services Department staff recommend City Council adopt the 2021 editions of the International Building, Plumbing, Mechanical, Residential, Fuel Gas, Energy Conservation, Existing Building, Swimming Pool and Spa Codes, and the 2020 edition of the National Electrical Code with local amendments.

This ordinance was introduced and tentatively adopted at the February 10, 2022, City Council meeting.

Attachments

Ordinance No. 4993

Construction Code Adoption Highlights

ORDINANCE NO. 4993

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THE DOCUMENTS KNOWN AS THE “INTERNATIONAL BUILDING CODE, 2021 EDITION,” “NATIONAL ELECTRICAL CODE, 2020 EDITION,” “INTERNATIONAL PLUMBING CODE, 2021 EDITION,” “INTERNATIONAL MECHANICAL CODE, 2021 EDITION,” “INTERNATIONAL RESIDENTIAL CODE, 2021 EDITION,” “INTERNATIONAL FUEL GAS CODE, 2021 EDITION,” “INTERNATIONAL ENERGY CONSERVATION CODE, 2021 EDITION,” “INTERNATIONAL EXISTING BUILDING CODE, 2021 EDITION,” “INTERNATIONAL SWIMMING POOL AND SPA CODE, 2021 EDITION,” AND “2021 AMENDMENTS TO CHAPTER 29, BUILDING REGULATIONS,” AS PUBLIC RECORDS; AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 29, BUILDING REGULATIONS, BY REPEALING THE INTERNATIONAL BUILDING CODE, 2018 EDITION, NATIONAL ELECTRICAL CODE, 2017 EDITION, INTERNATIONAL PLUMBING CODE, 2018 EDITION, INTERNATIONAL MECHANICAL CODE, 2018 EDITION, INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, INTERNATIONAL FUEL GAS CODE, 2018 EDITION, INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION, BY ADOPTING THE 2021 INTERNATIONAL BUILDING CODE, 2020 NATIONAL ELECTRICAL CODE, 2021 INTERNATIONAL PLUMBING CODE, 2021 INTERNATIONAL MECHANICAL CODE, 2021 INTERNATIONAL RESIDENTIAL CODE, 2021 INTERNATIONAL FUEL GAS CODE, 2021 INTERNATIONAL ENERGY CONSERVATION CODE, 2021 INTERNATIONAL EXISTING BUILDING CODE, 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE, AND BY AMENDING AND CLARIFYING THE EXCEPTION PROVISIONS TO THE CODES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 29 of the Code of the City of Chandler provides that the City of Chandler, Arizona has adopted the 2018 edition of the International Building Code, subject to specified amendments thereto as set forth in Chapter 29 of the Code of the City of Chandler; and

WHEREAS, the City of Chandler Development Services Department believes it to be prudent to adopt the 2021 edition of the International Building Code and to clarify and amend the provisions to the International Building Code that are presently set forth in Chapter 29 of the Code of the City of Chandler; and

WHEREAS, the City of Chandler believes it to be prudent to adopt the updated editions of certain codes related to building regulations previously adopted by reference and to otherwise update the provisions set forth in Chapter 29, Code of the City of Chandler; and

WHEREAS, the City of Chandler recognizes the importance of the International Energy Conservation Code to promote sustainable and affordable development within the City of Chandler and to preserve and protect the best interests of City of Chandler residents. The City of Chandler also seeks to promote innovative strategies and technologies that use alternative materials, designs, or methods to achieve sustainable and affordable development within the City of Chandler.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona as follows:

Section 1. That those documents identified below, one (1) paper copy and one (1) electronic copy of each which are to remain on file in the office of the City Clerk, each are hereby adopted by reference, with the additions, insertions, deletions, and changes set forth herein and each are hereby declared to be a public record.

- A. International Building Code, 2021 edition.
- B. National Electrical Code, 2020 edition.
- C. International Plumbing Code, 2021 edition.
- D. International Mechanical Code, 2021 edition.
- E. International Residential Code, 2021 edition.
- F. International Fuel Gas Code, 2021 edition.
- G. International Energy Conservation Code, 2021 edition.
- H. International Existing Building Code, 2021 edition.
- I. International Swimming Pool and Spa Code, 2021 edition.

Section 2. That certain document known as the “2021 Amendments to Chapter 29, Building Regulations,” one (1) paper copy and (1) electronic copy which shall remain on file in the office of the City Clerk, is hereby adopted by reference with the additions, insertions, deletions, and changes set forth herein and is hereby declared to be a public record.

Section 3. That Chapter 29, Building Regulations, is hereby amended by repealing the 2018 International Business Code, 2017 National Electrical Code, 2018 International Plumbing Code, 2018 International Mechanical Code, 2018 International Residential Code, 2018 International Fuel Gas Code, 2018 International Energy Conservation Code, 2018 International Existing Building Code, 2018 International Swimming Pool and Spa Code, and by adopting the 2021 International Building Code, 2020 National Electrical Code, 2021 International Plumbing Code, 2021 International Mechanical Code, 2021 International Residential Code, 2021 International Fuel Gas Code, 2021 International Energy Conservation Code, 2021 International Existing Building Code, 2021 International Swimming Pool and Spa Code, and by adopting the “2021 Amendments to Chapter 29, Building Regulations”.

Section 4. Providing for Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby repealed.

Section 5. Providing for Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. Providing for an Effective Date. That the 2021 International Building Code, 2020 National Electrical Code, 2021 International Plumbing Code, 2021 International Mechanical Code, 2021 International Residential Code, 2021 International Fuel Gas Code, 2021 International Energy Conservation Code, 2021 International Existing Building Code, 2021 International Swimming Pool and Spa Code, and the 2021 Amendments to Chapter 29, Building Regulations of the Code of the City of Chandler as adopted herein are effective July 1, 2022.

Section 7. Providing for Penalties. A violation of this ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8 of the Chandler City Code.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this ____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4993 duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

JVB

Published in the Arizona Republic on:

2021 Amendments to Chapter 29, Building Regulations
{Public Record for Ordinance No. 4993}

The Chandler City Code Chapter 29, Building Regulations, is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

Chapter 29 - BUILDING REGULATIONS

ARTICLE I. - CODE ENFORCEMENT

29-1. - Code enforcement.

29-1.1. Application. This article applies to the administration of the codes adopted by reference and amended in Articles II through ~~IX~~ **X** of this Chapter 29. In the event of a conflict between the provisions of this Article I and the provisions set forth in, or codes as amended in Articles II through ~~IX~~ **X** of this Chapter 29, the provisions of this Article I shall be controlling.

29-1.2. Designation of building official. The City Development Services Department Building Official is hereby designated as the building official, or such other official designated as the applicable code official in any code adopted by reference in this chapter, for purposes of this article and the codes adopted by reference in this chapter.

29-1.3. Violations.

A. *Unlawful acts.* It shall be unlawful for any person to erect, construct, alter, extend, repair, move, remove, demolish, or occupy any building, structure or equipment regulated by any code amended and/or adopted by reference in this Chapter 29, or violate any order or decision by the *building official* pursuant such code, or caused same to be done, in conflict with or in violation of any of the provisions of this code. Each day that a violation continues after notice of violation, in accordance with Section ~~29-11409.3~~ **29-11409.3**, has been served shall be deemed a separate offense.

B. *Penalties.* Unlawful acts, as defined in Subsection 29-1.3(A), constitute a violation of the Chandler City Code and shall be subject to enforcement pursuant to Subsections 29-1.3(B) and 29-1.3(C).

1. *Criminal penalties.* Persons (or legal entities included in the definitions of "person" in Section 202) who shall violate a provision of the codes amended or adopted by this Chapter 29 shall be guilty of a Class 1 misdemeanor punishable by a fine not exceeding two thousand five hundred dollars (\$2,500.00) or twenty thousand dollars (\$20,000.00) if a legal entity, by imprisonment for a term not exceeding six (6) months, or by probation for a term not exceeding three (3) years, or by any combination thereof.

a. The imposition of a criminal penalty does not prevent suspension or revocation of a license, permit or franchise or other administrative sanctions.

b. The imposition of criminal penalties does not prevent enforcement and any relief available under Subsections 29-1.3(B)(2) and (B)(3) or Subsection 29-1.3(C).

2. *Abatement.* In addition to the imposition of the penalties described in Subsection 29-1.3(B), the *building official* is authorized to institute appropriate action by injunctive or other equitable remedies as set forth in Chapter 26 of the Chandler Code or state law, to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises. Imposition of any of the remedies outlined in this Subsection 29-1.3(C) does not prevent criminal enforcement.

a. The imposition of any remedy detailed in Subsections 29-1.3(B)(2). 29-1.3(B)(3). or 29-1.3(C) does not prevent suspension or revocation of a license, permit or franchise or other administrative sanctions.

b. The imposition of any remedy detailed in Subsections 29-1.3(B)(2). 29-1.3(B)(3). or 29-1.3(C) does not prevent criminal enforcement options.

3. *Abatement expenses.* To the extent that the responsible person does not comply with the terms of any abatement order received, the City may seek recovery of its expenses in abating the violation cited, including, without limitation, those expenses associated with orders issued pursuant to this code or the procedures set forth in state law or Chapter 26 of the Chandler City Code.

C. *Stop work order.* Whenever the building official finds any work regulated by a code adopted by reference in this chapter being performed in a manner contrary to the provisions of a code adopted by reference in this chapter or in a dangerous or unsafe manner, the building official is authorized to issue a stop work order. Absent an emergency, a stop work order shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work.

D. *Notice of violation.* Upon finding a building, premises, vehicle, storage facility or outdoor area that is in violation of a code adopted by reference in this chapter, the *building official* may prepare, at his or her sole discretion, a written notice of violation prior to initiation of any penalties or enforcement set forth in this Article I of Chapter 29 of the Chandler City Code describing the violations and, when compliance is not immediate, specifying a time for such compliance and re-inspection. A notice of violation issued pursuant to this Subsection 29-1.3(B) shall be served upon the owner, operator, occupant, or other person responsible for the condition or violation, either by personal service, mail, or by delivering the same to, and leaving it with, some person of responsibility upon the premises. For unattended or abandoned locations, a copy of such notice of violation shall be posted on the premises in a conspicuous place at or near the entrance to such premises

and the notice of violation shall be mailed with return receipt requested or a certificate of mailing, to the last known address of the owner, occupant, or both. A notice of violation issued or served as provided by this Subsection 29-1.3(D) shall be complied with by the owner, operator, occupant, or other person responsible for the condition or violation to which the notice of violation pertains.

29-1.4. Board of appeals established; procedural rules. A board of appeals is hereby established to provide a means by which persons may (a) appeal interpretations of Chapter 28 and this Chapter 29 made by the *fire code official* or *building official*, or (b) seek a determination of the suitability of alternate materials and methods of construction or (c) appeal a designation of slum property or (d) appeal abatement orders issued pursuant to Chapter 26 of the Chandler City Code. The board of appeals may also evaluate model codes, or any amendments associated with any such codes, for recommendations of adoption by the City. The following rules and regulations governing the establishment and procedures of the board of appeals are hereby adopted. The procedures set forth herein shall supersede any previous rules and procedures. Whenever this Article 1 of Chapter 29 of the Chandler City Code makes use of the term "*building official*," it shall mean the "*fire code official*" if the action of the Board or official pertains to the International Fire Code as adopted in Chapter 28 of the Chandler City Code.

A. *Creation and appointment.* The board of appeals shall consist of five (5) members who are qualified by experience and training to pass upon matters pertaining to building construction and who are not employees of the City. Members of such board shall be appointed as set forth in section 6.01 of the City Charter. Only one (1) member may be appointed from any single company, corporation, business, or organization concurrently. The secretary of the board shall be an ex officio member and shall be the building official or his authorized representative. Members shall serve without compensation.

B. *Term of office.* The term of the members shall be as set forth in Section 6.01 of the City Charter, except that the expiration dates of members' terms shall be so scheduled to provide the continuity of at least two (2) members with a minimum of one (1) year of previous board experience.

C. *Meetings.*

1. The board shall meet monthly, unless otherwise rescheduled by a majority vote of the members when no appeals are pending. Meeting locations and times may be set at the discretion of the board. All such meetings shall be open to the public.
2. Notice of the time and place of any regular or special meeting, including an agenda of the matter(s) to be discussed, shall be given at least ten (10) days prior to the meeting.
3. The board shall elect a chairman in May of each year who shall have the power to administer oaths and take evidence and appoint any such officers deemed desirable. The chairman will serve for a term of one (1) year, and may serve as chairman for a successive year if ~~so~~ elected by a majority of the other board members. The secretary of the board shall keep a record of its actions and render a report to the

mayor and council of each meeting. Any finding, ruling or decision of said board shall be fully reported in the minutes of City Council. Written minutes of board proceedings showing the vote of each member and all actions taken shall be kept.

D. *Powers.*

1. The board shall reasonably interpret this Chapter, and the codes adopted by reference in this Chapter, when the meaning of any word or phrase of a section is in doubt; when there is a dispute as to such meaning between the appellant and the enforcing officer; or when it is alleged that there is error in any order, requirement, decision, or determination made by the building official in the enforcement of this Chapter.
2. The board may approve alternate materials, design, or methods of construction, provided it finds that the proposed alternate is suitable for the intended application, and complies with the intent of this Chapter, and is, for the purposes intended, at least the equivalent of that prescribed in the International Building Code adopted by reference in this Chapter in quality, strength, effectiveness, fire resistance, durability, and safety.
3. The board shall hear and determine appeals regarding the designation of slum property and code enforcement and nuisance abatement orders pursuant to Chapter 26 of the Code.

E. *Quorum and voting.* Three (3) members of the board shall constitute a quorum. In recommending the approval of an appeal or alternate materials or methods of construction, the affirmative vote of three (3) members shall be required. If recommending amendments to this Chapter or new legislation, the affirmative vote of four (4) members is required.

F. *Appeals.*

1. An appeal to the board may be initiated by any property owner, or an authorized representative of such property owner, who disputes a decision of the building official relating to that person's property. A written notice of appeal must be filed with the City Clerk within thirty (30) days after the property owner, or the authorized representative of such property owner, receives notice of such decision. Self-imposed hardships shall not be grounds for an appeal. The City Clerk shall cause to be transmitted to the board all records pertaining to the appealed action.
2. An appeal to the board of slum property designations and code enforcement or nuisance abatement orders may be filed by the owner or other responsible party in accordance with the provisions of Chapter 30 and/or Chapter 26 of the Code.
3. Upon receipt of the notice of appeal in proper form, and upon proper public notice, the board shall proceed to hold a public hearing of the appeal at their next regular meeting. The board, however, may refuse to grant a hearing of any case in which the notice of appeal requests a waiver of any provisions of this chapter.

4. A timely filed notice of appeal stays all proceedings against the appellant in the matter appealed, unless the building official certifies to the board that, in his opinion and by the facts stated, a stay would cause imminent peril to life or property. Upon such certification, proceedings shall not be stayed, except by restraining order to the building official by a court having jurisdiction or as may be determined by the board in a special meeting which may be held after twenty-four (24) hours' posting for public notification.

G. *Board decision; time limit.* The board shall decide on any matter within fifteen (15) days after the date of said hearing unless a specified extension of time for deliberation is agreed upon by the appellant. The failure to issue a decision within fifteen (15) days after the date of the hearing shall be deemed to constitute a decision adverse to the appellant. A decision in favor of the appellant shall be implemented by the building official in accordance with the terms and conditions set forth in that decision.

H. *Court review.* Appeal from the decision of the board of appeals shall be to a court having jurisdiction in the matter under consideration and shall proceed in the manner prescribed by law.

I. *Reapplication.* ~~In the event that~~ **IF** an appeal is denied (or technically denied) by the board, the board shall reserve the right to refuse to consider another appeal on the same subject matter under like circumstances within one (1) year from the date of hearing on the previous appeal.

J. *Executive sessions.* Executive sessions of the board of appeals may be held for only those reasons and pursuant to those conditions authorized by state law or the City Charter. Executive sessions may be held upon twenty-four (24) hours' posting and notification of the board.

K. *Financial.* The board of appeals shall not incur debts, nor make any purchases or enter ~~into~~ any contracts binding upon the City.

L. *Conflict of interest.* Any member of the board who has a conflict of interest in any matter brought before this board of appeals shall make known such interest in the minutes of the board and shall refrain from voting upon or otherwise participating in any manner in such matter. The existence of a conflict of interest shall be determined by reference to state law.

M. *Amendments of procedural rules.* Any proposed amendments of these procedural rules shall be considered at a public meeting of the board for which notice has been given.

29-1.5. *Provisions deemed continuation of existing ordinances.* The provisions of this code, insofar as they are substantially the same as legislation previously adopted by the City relating to the same subject matter, shall be construed as restatements and continuations thereof and not as new enactments.

ARTICLE II. - INTERNATIONAL BUILDING CODE

29-2. - International Building Code adopted.

The City Council of Chandler adopts by reference the International Building Code, ~~2021~~ 2018 edition, ("IBC") and incorporates it herein as if fully set out in this Article II of Chapter 29 with the additions, insertions, deletions, and changes set forth herein. The term "code" or "IBC" without further description when used in the portions of the IBC which are not amended and in this Article II of Chapter 29 shall mean the IBC as amended herein by the additions, insertions, deletions, and changes set forth and adopted herein. Whenever the code refers to other publications of the International Code Council, which have been adopted by the City, such references shall be to the version of the publications as amended by the City.

29-2.1. Subsection 101.1 "Title" is hereby amended by inserting The City of Chandler, Arizona as Name of Jurisdiction.

~~29-2.3.~~ **29-2.2.** Subsection 101.4.4 "Property Maintenance" is deleted in its entirety.

~~29-2.4.~~ **29-2.3.** Subsection 102.2 "Other laws" is hereby amended by adding the following provisions to the end thereof:

Additionally, the building official will enforce the provisions of such other laws when mandated by state or federal law.

~~29-2.5.~~ **29-2.4.** Subsection 102.6 "Existing Structures" is hereby amended by deleting reference to the International Property Maintenance Code.

~~29-2.6.~~ **29-2.5.** Subsection 102.6.2 "Buildings previously occupied" is hereby amended by deleting reference to the International Property Maintenance Code.

29-2.6. SUBSECTION 103.1 "CREATION OF ENFORCEMENT AGENCY" IS HEREBY AMENDED BY INSERTING DEVELOPMENT SERVICES DEPARTMENT AS NAME OF DEPARTMENT.

~~29-2.7. Subsection 103.3 "Deputies" is hereby amended by deleting the last sentence thereof.~~

~~29-2.8.~~ **29-2.7.** Subsection 105.1.1 "Annual permit" is hereby deleted in its entirety and replaced with a new subsection 105.1.1 as follows:

105.1.1 Annual permit. The building official is authorized to establish a policy outlining the scope of work and other restrictions for issuing an annual permit for alterations to a previously approved premise in lieu of requiring individual permits for each alteration.

~~29-2.09~~ **29-2.8.** Subsection 105.2 "Work exempt from permit" "Building" is hereby amended by deleting item 1 in its entirety and replacing it with a new item 1 as follows:

1. One-story detached accessory structures, provided that the floor area does not exceed 120 square feet (11.15 m²) and the height measured at the highest point does

not exceed 7 feet (2134 mm) **WITH OPTION UP TO A MAXIMUM OF 9 FEET (2743 MM) WITH SETBACKS AT A RATIO OF 2 ADDITIONAL FEET OF SETBACK FOR EACH ADDITIONAL 1 FOOT OF BUILDING HEIGHT.**

~~29-2.10~~ **29-2.9.** Subsection 105.2 "Work exempt from permit" "Building" item 9 is hereby amended by replacing "24 inches (610mm)" with "18 inches (457mm)".

~~29-2.11~~ **29-2.10.** Subsection 105.2 "Work exempt from permit" is hereby amended by adding items to each work category as follows:

Building:

14. Replacement of a roof cover on Group R-3 or U occupancies where the replacement roof covering classification is equal to or greater than the existing roof covering classification and does not increase the loads upon the structural frame.

15. Special cases **AS** allowed by the Building Official for work of a similar nature and complexity as those items listed above.

Electrical:

~~Motors, Components, Overcurrent Devices and Equipment: A permit shall not be required for r~~ **4. REPAIR** ~~repair~~ or replacement of motors, transformers, overcurrent devices or equipment affixed to a Group R-3 occupancy where the replaced or repaired equipment is of the same rating as the existing equipment, is placed in the same location as the existing equipment and is labeled as defined in this code.

~~Special cases: A permit shall not be required for s~~ **5. SPECIAL** ~~special cases AS~~ allowed by the Building Official for work of a similar nature and complexity as those items listed above.

Gas:

3. Replacement of gas water heating equipment affixed to a Group R-3 occupancy where the replacement equipment is of equal or lesser BTU capacity and is placed in the same location as the existing equipment.

4. Replacement of gas pool or spa heating equipment serving a Group R-3 occupancy where the replacement equipment is of equal or lesser BTU capacity and is placed in the same location as the existing equipment.

5. Replacement of gas air-conditioning equipment, direct vent equipment, furnaces and log lighters affixed to a Group R-3 occupancy where the replacement equipment is of equal or lesser BTU capacity and is placed in the same location as existing equipment.

6. Special cases as allowed by the Building Official for work of a similar nature and complexity as those items listed above.

Mechanical:

8. Replacement of evaporative coolers affixed to a Group R-3 occupancy where the replacement equipment is of equal or lesser airflow (cfm) and is placed in the same location as the existing evaporative cooler.
9. Special cases as allowed by the Building Official, for work of a similar nature and complexity as those items listed above.

Plumbing:

3. Replacement of water conditioning or treating equipment affixed to Group R-3 occupancy where the replacement equipment is of equal or lesser treatment capacity and is placed in the same location as the existing equipment.
4. Replacement of solar pool and spa heating equipment serving a Group R-3 occupancy where the replacement equipment is of equal or lesser heating capacity and is placed in the same location as the existing equipment.
5. Replacement of electric water heating equipment affixed to a Group R-3 occupancy where the replacement equipment is of equal or lesser amperage rating and is placed in the same location as the existing equipment.
6. Special cases as allowed by the Building Official for work of a similar nature and complexity as those items listed above.

29-2.11. SUBSECTION 105.3.1 "ACTION ON APPLICATION" IS HEREBY AMENDED BY ADDING THE FOLLOWING PROVISIONS TO THE END THEREOF:

A PERMIT MAY BE ISSUED SOLELY AFTER APPLICANT HAS SATISFIED ALL APPLICABLE CITY OF CHANDLER ORDINANCES AND REQUIREMENTS.

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29-2.12. Subsection 105.5 "Expiration" is hereby amended by adding a new Subsection 105.5.1 to read as follows:

105.5.1 Reinstatement. The Building Official is authorized to reinstate a permit that has expired upon payment of a reinstatement fee provided:

1. The permit has not been expired for more than one year and,
2. Code requirements that would affect the project have not changed.

29-2.13. Subsection 109.2 "Schedule of Permit Fees" is hereby deleted in its entirety and replaced with a new Subsection 109.2 to read as follows:

109.2. SCHEDULE OF Permit Fees. Permit fees, if any, shall be adopted by the City by resolution.

29-2.14. SUBSECTION 111.1 "CHANGE OF OCCUPANCY", SUBSECTION 111.2 "CERTIFICATE ISSUED" AND SUBSECTION 111.3 "TEMPORARY OCCUPANCY" ARE HEREBY AMENDED BY REPLACING "BUILDING OFFICIAL" WITH "CITY OF CHANDLER DEVELOPMENT SERVICES DEPARTMENT DIRECTOR OR DIRECTOR'S DESIGNEE".

29-2.15. ~~29-2.14~~ Section 111 "Certificate of Occupancy" is hereby amended by adding a new Subsection 111.5 to read as follows:

111.5 Certificate of Completion. A Certificate of Completion may be issued at completion of permitted work when:

- a. The work authorized does not change the scope of an existing certificate of occupancy or;
- b. the work authorized does not result in a building ready for occupancy.

A Certificate of Completion alone shall not authorize occupancy of a building.

~~29-2.15. Section 113, "Board of Appeals", Section 114, "Violations", and Section 115, "Stop Work Order" are hereby deleted in their entirety and Section numbers 113, 114 and 115 are hereby reserved.~~

29-2.16. Section 116 "Unsafe Structures and Equipment", is hereby amended by deleting Subsection 116.5 "Restoration" in its entirety and adding new subsections 116.5 through 116.11 to read as follows:

116.5. Recordation of Notice. If compliance with the notice is not satisfied within the time specified therein, and no appeal has been properly and timely filed, the building official shall file in the office of the county recorder a certificate describing the property and certifying (i) that the building is a dangerous building and (ii) that the owner has been so notified. Whenever the corrections ordered shall thereafter have been completed, or the building demolished so that it no longer exists as an unsafe building on the property described in the certificate, the building official shall file a new certificate with the county recorder certifying that the building has been demolished or all required corrections have been made so that the building is no longer unsafe, whichever is appropriate.

116.6 Repair, Vacation and Demolition. The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation or demolition of any unsafe building or structure:

1. Any building declared as an unsafe building under this code shall be made to comply with one (1) of the following:
 - (a) The building shall be repaired in accordance with this code; or
 - (b) The building shall be demolished at the option of the building owner; or

(c) If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. The structure or equipment determined to be unsafe by the building official is permitted to be restored to a safe condition. To the extent that repairs, alterations, or additions are made, or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions or change of occupancy shall comply with the requirements of Section 105.2.2 **IN THE EXISTING INTERNATIONAL BUILDING CODE** and Chapter 34.

3. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property, or safety of the public or its occupants, it shall be ordered to be vacated.

116.7. Notice to Vacate. Every notice to vacate shall, in addition to being served as provided in subsection 116.3, be posted at or upon each exit of the building and shall be in substantially the following form:

DO	NOT	ENTER
UNSAFE TO OCCUPY		

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official

..... of

Whenever such notice is posted, the building official shall include a notification thereof in the notice issued under subsection 116.3, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain in or enter any building which has been posted, except that entry may be made to repair, demolish or remove such building under permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy issued pursuant to the provisions of this code.

116.8. Failure to Commence Work. Whenever the repair or demolition is not commenced within thirty (30) days after any final notice or order issued under this code becomes effective:

1. The building official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

DANGEROUS	BUILDING
DO NOT OCCUPY	

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official

..... of

2. No person shall occupy any building which has been posted as specified in this section. No person shall remove or deface any such notice so posted until the repairs, demolition or removal ordered by the building official have been completed and a Certificate of Occupancy issued pursuant to the provisions of this code.

3. The building official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building unsafe as set forth in the notice; or, if the notice required demolition, to cause the building to be sold and demolished or demolished and the materials, rubble and debris therefrom removed, and the lot cleaned. Any such repair or demolition work shall be accomplished, and the cost thereof paid and recovered in the manner hereinafter provided in this code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost of demolition and of cleaning the lot, shall be paid over to the person or persons lawfully entitled thereto.

116.9. Extension of Time to Perform Work. Upon receipt of an application from the person required to conform to the notice and by agreement of such person to comply with the notice if allowed additional time, the building official may grant an extension of time, not to exceed an additional one hundred twenty (120) days, within which to complete said repair, rehabilitation or demolition, if the building official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The building official's authority to extend time is limited to the physical repair, rehabilitation or demolition of the premises and will not in any way affect the time to appeal the notice.

116.10 Interference with Repair or Demolition Work Prohibited. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of this jurisdiction or with any person who owns or hold any estate or interest in any building which has been ordered repaired, vacated or demolished under the provisions of this code; or with any person to whom such building has been lawfully sold pursuant to the provisions of this code, whenever such officer, employee, contractor or authorized representative of this jurisdiction, person having an interest or estate in such building or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this code.

116.11. Abatement and Cost Recovery. Unless timely appealed to the board of appeals, a notice issued pursuant to subsection 116.3 shall constitute a final

abatement order. The failure to comply with the terms of such notice, in addition to constituting a violation of the Code of the City of Chandler, shall permit the City to institute the abatement and cost recovery provisions set forth in Section 26-11, Code of the City of Chandler.

~~29-2.17. Chapter 1 is hereby amended by adding a new Section 117 to read as follows:~~

~~Section 117. Fireplaces.~~

~~117.1. Fireplace standards adopted. Notwithstanding any code provision to the contrary, it shall be unlawful for anyone to construct, install, convert or alter any fireplace, stove or any other recreational or aesthetic solid fuel burning device unless such device and its installation is certified by a nationally recognized testing agency as satisfying the requirements of 40 Code of Federal Regulations, Part 60, Subpart AAA as in effect on July 1, 1990.~~

29-2.17. SUBSECTION 308.2 “INSTITUTIONAL GROUP I-1” AND SUBSECTION 308.2.3 “SIX TO 16 PERSONS RECEIVING CUSTODIAL CARE” ARE HEREBY AMENDED BY REPLACING “16 PERSONS” WITH “10 PERSONS”.

29-2.18. SUBSECTION 310.5 "RESIDENTIAL GROUP R-4" IS HEREBY AMENDED BY REPLACING “16 PERSONS” WITH “10 PERSONS” IN THE FIRST SENTENCE.

~~29-2.18.~~ **29-2.19** Section 903 "Automatic Sprinkler Systems" is hereby amended by deleting Sections 903.2 through 903.2.10 in their entirety, reserving Section Number 903.2.10 and adding new Sections 903.2 through 903.2.9 to read as follows:

903.2. *Where required.* Subject to the exceptions set forth herein, approved automatic sprinkler systems shall be provided in the locations within the City described in this Section. Installation of fire sprinkler systems shall be performed by an Arizona licensed fire protection contractor.

Exceptions:

- 1) An automatic sprinkler system is not required for spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the International Building Code, or both.
- 2) An automatic sprinkler system is not required for buildings or structures which were constructed and in use prior to September 11, 1996 and for which a change in use or occupancy of any structure has not occurred as set forth in

Section 102.6. Any change in use or occupancy of these buildings shall refer to the ~~2018~~ International Existing Building Code to determine if fire sprinklers will be required with the change.

3) In addition to the general authority granted to the fire code official pursuant to Sections ~~104.8~~ **104.9** and ~~104.9~~ **104.10** of the International Fire Code, the fire code official shall have discretion to exempt other facilities from automatic sprinkler system requirements where the size, intended use, and extent of use of the facility does not warrant the installation of fire sprinklers and alternate methods to secure public safety are provided. Such other facilities may include, but are not limited to:

(1) Enclosed structures which are less than three thousand (3,000) square feet in size, at least fifty (50) percent open on the sides and used to protect humans, animals, or property from the sun or elements.

(2) Structures which are less than three hundred (300) square feet in size used to monitor access to a larger facility, site, or area.

(3) Structures temporarily used for a period not to exceed two (2) years for onsite storage or maintenance purposes provided that the structure is not used for Group A, E, F, H or I occupancies.

903.2.1 Group A. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group A occupancies.

903.2.2 Group B. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group B occupancies.

903.2.3 Group E. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group E occupancies.

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group F occupancies.

903.2.5 Group H. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group H occupancies.

903.2.6 Group I. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group I occupancies.

903.2.7 Group M. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group M occupancies.

903.2.8 Group R. Subject to the exceptions set forth herein, an automatic sprinkler system shall be provided throughout all buildings and all portions of all Group R occupancies.

Exceptions:

1. An automatic sprinkler system is not required for Group R-3 ~~occupancies that are single family detached residences or multiplexes that contain less than three (3) dwelling units within the structure~~ **DETACHED ONE- OR TWO-FAMILY DWELLINGS.**

~~2. An automatic sprinkler system is not required for Group R-4 occupancies occupied by less than six (6) persons not related by blood, marriage, or adoption.~~

903.2.9. *Group S.* An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group S occupancies.

Exception: S-2, one story, grade level, open parking structures that are entirely open, except for structural columns, on all four sides.

~~29-2.19.~~ **29-2.20** Subsection 903.2.11 "Specific building areas and hazards" is hereby amended to read as follows:

In all occupancies, including all Group U occupancies larger than three thousand (3,000) square feet, an automatic sprinkler system shall be installed for building design or hazards in the locations set forth in sections 903.2.11.1 through 903.2.11.6.

~~29-2.20.~~ **29-2.21** Subsection 912.2 "Location" is hereby amended to read as follows:

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other apparatus. The location of fire department connections shall be located on private property six (6) to ten (10) feet behind curb (of street) at a permanent entrance to site or as otherwise approved by the fire code official.

~~29-2.21.~~ Section 3109 "Swimming Pool Enclosures and Safety Devices" is hereby deleted in its entirety and replaced with a new section 3109.1 to read as follows:

~~*3109.1 General.* The design and construction of pools and spas shall comply with the International Swimming Pool and Spa Code.~~

ARTICLE III. - NATIONAL ELECTRICAL CODE

29-3. - National Electrical Code adopted.

The City Council of Chandler adopts by reference the National Electrical Code, ~~2017~~ **2020** edition, ("NEC") and incorporates it herein as if fully set out in this Article III of Chapter 29 with the additions, insertions, deletions, and changes set forth herein. The term "code" or "NEC" without further description when used in the portions of the NEC which are not amended and in this Article III of Chapter 29 shall mean the NEC as amended herein by the additions, insertions, deletions, and changes set forth and adopted herein. Whenever the code refers to publications of the International Code Council, which have been adopted by the City, such references shall be to the version of the publications as amended by the City.

29-3.1. Subsection 110.3 ~~is amended by deleting paragraph~~ (C) "Listing" ~~in~~ IS DELETED IN its entirety.

29-3.2. SUBSECTION 210.8 (A) (2) "DWELLING UNITS" IS HEREBY AMENDED BY ADDING AN EXCEPTION AS FOLLOWS:

EXCEPTION: RECEPTACLES THAT ARE NOT READILY ACCESSIBLE.

29-3.3. SUBSECTION 210.8 (F) "OUTDOOR OUTLETS" IS DELETED IN ITS ENTIRETY.

29-3.4. SUBSECTION 230.67 "SURGE PROTECTION" IS DELETED IN ITS ENTIRETY.

29-3.5. SUBSECTION 406.12 "TAMPER-RESISTANT RECEPTACLES" IS AMENDED BY DELETING ITEMS (1) AND (8) IN THEIR ENTIRETY AND ITEM NUMBERS (1) AND (8) ARE HEREBY RESERVED.

ARTICLE IV. - INTERNATIONAL PLUMBING CODE

29-4. - International Plumbing Code adopted.

The City Council of Chandler adopts by reference the International Plumbing Code, **2021 2018** edition, ("IPC") and incorporates it herein as if fully set out in this Article IV of Chapter 29 with the additions, insertions, deletions, and changes set forth herein. The term "code" or "IPC" without further description when used in the portions of the IPC which are not amended and in this Article IV of Chapter 29 shall mean the IPC as amended herein by the additions, insertions, deletions, and changes set forth and adopted herein. Whenever the code refers to publications of the International Code Council, which have been adopted by the City, such references shall be to the version of the publications as amended by the City.

29-4.1. Subsection 101.1 "Title" is hereby amended by inserting The City of Chandler, Arizona as Name of Jurisdiction.

29-4.2. SUBSECTION 103.1 "CREATION OF AGENCY" IS HEREBY AMENDED BY INSERTING "DEVELOPMENT SERVICES DEPARTMENT" AS NAME OF DEPARTMENT.

29-4.3. SUBSECTION 106.1.1 "ANNUAL PERMIT" AND SUBSECTION 106.1.2 "ANNUAL PERMIT RECORDS" ARE HEREBY DELETED IN THEIR ENTIRETY.

29-4.4. SUBSECTION 106.2 "EXEMPT WORK" IS HEREBY AMENDED BY ADDING THE ADDITIONAL EXEMPT WORK SECTIONS AS FOLLOWS:

3. REPLACEMENT OF WATER CONDITIONING OR TREATING EQUIPMENT AFFIXED TO GROUP R-3 OCCUPANCY WHERE THE REPLACEMENT EQUIPMENT IS OF EQUAL OR LESSER TREATMENT CAPACITY AND IS PLACED IN THE SAME LOCATION AS THE EXISTING EQUIPMENT.

4. REPLACEMENT OF SOLAR POOL AND SPA HEATING EQUIPMENT SERVING A GROUP R-3 OCCUPANCY WHERE THE REPLACEMENT EQUIPMENT IS OF EQUAL OR LESSER HEATING CAPACITY AND IS PLACED IN THE SAME LOCATION AS THE EXISTING EQUIPMENT

5. REPLACEMENT OF ELECTRIC WATER HEATING EQUIPMENT AFFIXED TO A GROUP R-3 OCCUPANCY WHERE THE REPLACEMENT EQUIPMENT IS OF EQUAL OR LESSER AMPERAGE RATING AND IS PLACED IN THE SAME LOCATION AS THE EXISTING EQUIPMENT.

6. SPECIAL CASES AS ALLOWED BY THE BUILDING OFFICIAL FOR WORK OF A SIMILAR NATURE AND COMPLEXITY AS THOSE ITEMS LISTED ABOVE.

~~29-4.2.~~ **29-4.5.** Subsections **109.2 106.6.2** and **109.5 106.6.3** entitled "~~Fee schedule~~ **SCHEDULE OF PERMIT FEES**" and "~~Fee REFUNDS refunds~~", respectively, are hereby deleted in their entirety and replaced with new Subsections **109.2 106.6.2** and **109.5 106.6.3** to read as follows:

109.2 106.6.2. Fee schedule SCHEDULE OF PERMIT FEES. Permit fees, if any, shall be adopted by the City by resolution.

109.5 106.6.3. Fee REFUNDS refunds. The building official is authorized to establish a refund policy.

~~29-4.3.~~ **29-4.6.** Section **115 108** "Violations" and Section 109 "Means of Appeal" ~~are~~ **IS** hereby deleted in ~~their~~ **ITS** entirety and Section numbers ~~108 and 109 are~~ **115 IS** hereby reserved.

~~29-4.4.~~ **29-4.7 SUB**section 410.4 "Substitutions" is amended by deleting the second sentence and replacing it with the following:

In all other occupancies where drinking fountains are required, water dispensers connected to the potable water system shall be permitted to be substituted for the first required fountain and any water dispenser shall be permitted to be substituted for not more than 50 percent of the required number of drinking fountains.

~~29-4.5.~~ **29-4.8 SUB**section 1003.3.7 "Gravity grease interceptors and gravity grease interceptors with fats, oils, and greases disposal systems" is amended by deleting the first sentence and replacing it with the following:

All gravity grease interceptors shall be designed and installed in accordance with the City of Chandler Gravity Grease Interceptor Sizing Worksheet.

ARTICLE V. - INTERNATIONAL MECHANICAL CODE

29-5. - International Mechanical Code adopted.

The City Council of Chandler adopts by reference the International Mechanical Code, **2021 2018** edition, ("IMC") and incorporates it herein as if fully set out in this Article V of Chapter 29 with the additions, insertions, deletions, and changes set forth herein. The term "code" or "IMC" without

further description when used in the portions of the IMC which are not amended and in this Article V of Chapter 29 shall mean the IMC as amended herein by the additions, insertions, deletions, and changes set forth and adopted herein. Whenever the code refers to publications of the International Code Council, which have been adopted by the City, such references shall be to the version of the publications as amended by the City.

29-5.1. Subsection 101.1 "Title" is hereby amended by inserting The City of Chandler, Arizona as Name of Jurisdiction.

29-5.2. SUBSECTION 103.1 "CREATION OF AGENCY" IS HEREBY AMENDED BY INSERTING DEVELOPMENT SERVICES DEPARTMENT AS NAME OF DEPARTMENT.

29-5.3. SUBSECTION 106.1.1 "ANNUAL PERMIT" AND SUBSECTION 106.1.2 "ANNUAL PERMIT RECORDS" ARE HEREBY DELETED IN THEIR ENTIRETY.

29-5.4. SUBSECTION 106.2 "PERMITS NOT REQUIRED" IS HEREBY AMENDED BY ADDING THE ADDITIONAL EXEMPT WORK SECTIONS AS FOLLOWS:

9. REPLACEMENT OF EVAPORATIVE COOLERS WHERE THE REPLACEMENT EQUIPMENT IS OF EQUAL OR LESSER AIRFLOW (CFM) AND IS PLACED IN THE SAME LOCATION AS THE EXISTING EVAPORATIVE COOLER.

10. SPECIAL CASES AS ALLOWED BY THE BUILDING OFFICIAL FOR WORK OF A SIMILAR NATURE AND COMPLEXITY AS THOSE ITEMS LISTED ABOVE.

~~29-5.2.~~ **29-5.5.** Subsections ~~106.5.2 "Fee-s~~ **109.2 "SCHEDULE schedule OF PERMIT FEES"** and **109.6 "REFUNDS** ~~106.5.3 "Fee-refunds"~~ respectively are hereby deleted in their entirety and replaced with new Subsections **109.2 and 109.6** ~~106.5.2 and 106.5.3~~ to read as follows:

109.2. SCHEDULE OF PERMIT FEES ~~106.5.2- Fee-schedule.~~ Permit fees, if any, shall be adopted by the City by resolution.

109.6. REFUNDS. ~~106.5.3- Fee-refunds~~ The Building Official is authorized to establish a refund policy.

~~29-5.3.~~ **29-5.6.** Section ~~108 "Violations" and Section 109 "Means of Appeals"~~ **115 "VIOLATIONS" and-are IS** hereby deleted in ~~their~~ **ITS** entirety and Section numbers ~~108 and 109~~ **115 are IS** hereby reserved.

ARTICLE VI. - INTERNATIONAL RESIDENTIAL CODE

29-6. - International Residential Code adopted.

The City Council of Chandler adopts by reference the International Residential Code, **2021 2018** edition, ("IRC") and incorporates it herein as if fully set out in this Article VI of Chapter 29 with

the additions, insertions, deletions, and changes set forth herein. The term "code" or "IRC" without further description when used in the portions of the IRC which are not amended and in this Article VI of Chapter 29 shall mean the IRC as amended herein by the additions, insertions, deletions, and changes set forth and adopted herein. Whenever the code refers to other publications of the International Code Council, which have been adopted by the City, such references shall be to the version of the publications as amended by the City.

29-6.1. Subsection R101.1 "Title" is hereby amended by inserting The City of Chandler, Arizona as Name of Jurisdiction

29-6.2. Subsection R102.7 "Existing structures" is hereby amended by deleting reference to the International Property Maintenance Code.

29-6.3. Subsection **R105.2** "Work exempt from permit" "Building" is hereby amended by deleting item 1 in its entirety and replacing it with a new item 1 as follows:

1. One-story detached accessory structures, provided that the floor area does not exceed 120 square feet (11.15 m^2) and the height measured at the highest point does not exceed 7 feet (2134 mm) **WITH OPTION UP TO A MAXIMUM OF 9 FEET (2743 MM) WITH SETBACKS AT A RATIO OF 2 ADDITIONAL FEET OF SETBACK FOR EACH ADDITIONAL 1 FOOT OF BUILDING HEIGHT.**

29-6.4. Subsection **R105.2** "Work exempt from permit" "Building" is hereby amended by deleting item 7 in its entirety and replacing it with a new item 7 as follows:

7. Prefabricated swimming pools that are less than 18 inches (457 mm) deep.

29-6.5. Subsection **R105.2** "Work exempt from permit" is hereby amended by adding items to each work category as follows:

Building:

11. Replacement of a roof cover where the replacement roof covering classification is equal to or greater than the existing roof covering classification and does not increase the loads upon the structural frame.
12. Special cases allowed by the Building Official for work of a similar nature and complexity as those items listed above.

Gas:

4. Replacement of gas water heating equipment where the replacement equipment is of equal or lesser BTU capacity and is placed in the same location as the existing equipment.
5. Replacement of gas pool or spa heating equipment where the replacement equipment is of equal or lesser BTU capacity and is placed in the same location as the existing equipment.

6. Replacement of gas air-conditioning equipment, direct vent equipment, furnaces, and log lighters where the replacement equipment is of equal or lesser BTU capacity and is placed in the same location as existing equipment.

7. Special cases as allowed by the Building Official for work of a similar nature and complexity as those items listed above.

Mechanical:

9. Replacement of evaporative coolers where the replacement equipment is of equal or lesser airflow (cfm) and is placed in the same location as the existing evaporative cooler.

10. Special cases as allowed by the Building Official, for work of a similar nature and complexity as those items listed above.

Plumbing:

3. Replacement of water conditioning or treating equipment where the replacement equipment is of equal or lesser treatment capacity and is placed in the same location as the existing equipment.

4. Replacement of solar pool and spa heating equipment where the replacement equipment is of equal or lesser heating capacity and is placed in the same location as the existing equipment.

5. Replacement of electric water heating equipment where the replacement equipment is of equal or lesser amperage rating and is placed in the same location as the existing equipment.

6. Special cases as allowed by the Building Official for work of a similar nature and complexity as those items listed above.

29-6.6. SUBSECTION R105.3.1 "ACTION ON APPLICATION" IS HEREBY AMENDED BY ADDING THE FOLLOWING PROVISIONS TO THE END OF THE FIRST PARAGRAPH THEREOF:

A PERMIT MAY BE ISSUED SOLELY AFTER APPLICANT HAS SATISFIED ALL APPLICABLE CITY OF CHANDLER ORDINANCES AND REQUIREMENTS.

29-6.7 ~~29-6.6~~ Subsection R105.5 "Expiration" is hereby amended by adding a new Subsection R105.5.1 to read as follows:

R105.5.1 Reinstatement. The Building Official is authorized to reinstate a permit that has expired upon payment of a reinstatement fee provided:

1. The permit has not been expired for more than one year and,
2. Code requirements that would affect the project have not changed.

29-6.8. ~~29-6.7~~ Subsection R108.2 "Schedule of Permit Fees" is hereby deleted in its entirety and replaced with a new Subsection R108.2 to read as follows:

*R108.2. **SCHEDULE OF Permit Fees.** Permit fees, if any, shall be adopted by the City by resolution.*

29-6.9. SUBSECTION R110.1 "USE AND CHANGE OF OCCUPANCY", SUBSECTION R110.3 "CERTIFICATE ISSUED" AND SUBSECTION R110.4 "TEMPORARY OCCUPANCY" ARE HEREBY AMENDED BY REPLACING "BUILDING OFFICIAL" WITH "CITY OF CHANDLER DEVELOPMENT SERVICES DEPARTMENT DIRECTOR OR DIRECTOR'S DESIGNEE".

~~29-6.8 Section R112 "Board of Appeals", Section R113 "Violations", and Section R114 "Stop Work Orders" are hereby deleted in their entirety. and Section numbers R112, R113 and R114 are hereby reserved.~~

29-6.10. ~~29-6.9~~ Subsection R313.2 "One- and two-family dwellings automatic fire systems" is hereby deleted in its entirety.

29-6.11. ~~29-6.10~~ Subsection N1101.4. (R102.1.1) "Above code programs" is hereby amended by adding a new Subsection N1101.4.1 as follows:

N1101.4.1 RESNET testing & inspection protocol. The Residential Energy Services Network (RESNET) Mortgage Industry National Home Energy Rating System Standards Protocol for third party testing and inspections, shall be deemed to meet the requirements of sections N1102.4.1.1, N1102.4.1.2 and **N1103.3.4** ~~N1103.3.2~~ and shall meet the following conditions:

1. Third party testing and inspections shall be completed by RESNET certified raters or rating field inspectors and shall be subject to RESNET quality assurance field review procedures.
2. Sampling in accordance with chapter 6 of the RESNET standards shall be performed by raters or rating field inspectors working under a RESNET accredited sampling provider.
3. Third party testing is required for the following items:
 - a. N1102.4.1.1 — Building Envelope - Thermal and air barrier checklist
 - b. N1102.4.1.2 — Testing - Air leakage rate
 - c. **N1103.3.4** ~~N1103.3.2~~ — Sealing - Duct tightness
4. The other requirements identified as "mandatory" in Chapter 11 shall be met.
5. Alternate testing and inspection programs and protocols shall be allowed when approved by the Building official.

29-6.12. SUBSECTION N1101.13 (R401.2) “APPLICATION” IS HEREBY AMENDED BY DELETING “SECTION N1101.13.5 AND” IN THE FIRST PARAGRAPH.

29-6.13. SUBSECTION N1101.13.5 (R401.2.5) “ADDITIONAL ENERGY EFFICIENCY” IS HEREBY DELETED IN ITS ENTIRETY.

29-6.14. TABLE N1102.1.3 (R402.1.3) “INSULATION MINIMUM R-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENT” IS HEREBY AMENDED BY REPLACING CEILING R-VALUE OF “49” WITH “38” IN CLIMATE ZONE 2.

29-6.15. SUBSECTION N1105.3.2 (R405.3.2) “COMPLIANCE REPORT” IS HEREBY AMENDED BY REPLACING “CODE OFFICIAL BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED” IN THE END OF THE FIRST PARAGRAPH WITH “BUILDING OWNER”.

29-6.16. TABLE N1106.5 (R406.5) “MAXIMUM ENERGY RATING INDEX” IS HEREBY AMENDED BY REPLACING ENERGY RATING INDEX OF “52” WITH “57” IN THE CLIMATE ZONE 2.

29-6.17. SECTION N1108 (R408) “ADDITIONAL EFFICIENCY PACKAGE OPTIONS” IS HEREBY DELETED IN ITS ENTIRETY AND SECTION NUMBER N1108 (R408) IS HEREBY RESERVED.

29-6.18. ~~29-6.14~~ Subsection E3902.2 "Garage and Accessory Building Receptacles" is hereby amended by adding an exception as follows:

Exception: Receptacles that are not readily accessible.

ARTICLE VII. - INTERNATIONAL FUEL GAS CODE

29-7. - International Fuel Gas Code adopted.

The City Council of Chandler adopts by reference the International Fuel Gas Code, **2021** ~~2018~~ edition, ("IFGC") and incorporates it herein as if fully set out in this Article VII of Chapter 29 with the additions, insertions, deletions, and changes set forth herein. The term "code" or "IFGC" without further description when used in the portions of the IFGC which are not amended and in this Article VII of Chapter 29 shall mean the IFGC as amended herein by the additions, insertions, deletions, and changes set forth and adopted herein. Whenever the code refers to other publications of the International Code Council, which have been adopted by the City, such references shall be to the version of the publications as amended by the City.

29-7.1. Subsection 101.1 "Title" is hereby amended by inserting The City of Chandler, Arizona as Name of Jurisdiction.

29-7.2. SUBSECTION 103.1 "CREATION OF AGENCY" IS HEREBY AMENDED BY INSERTING DEVELOPMENT SERVICES DEPARTMENT AS NAME OF DEPARTMENT.

29-7.3. SUBSECTION 106.1.1 "ANNUAL PERMIT" AND SUBSECTION 106.1.2 "ANNUAL PERMIT RECORDS" ARE HEREBY DELETED IN THEIR ENTIRETY.

29-7.4. SUBSECTION 106.2 "PERMITS NOT REQUIRED" IS HEREBY AMENDED BY ADDING THE ADDITIONAL EXEMPT WORK SECTIONS AS FOLLOWS:

3. REPLACEMENT OF GAS WATER HEATING EQUIPMENT WHERE THE REPLACEMENT EQUIPMENT IS OF EQUAL OR LESSER BTU CAPACITY AND IS PLACED IN THE SAME LOCATION AS THE EXISTING EQUIPMENT.

4. REPLACEMENT OF GAS POOL OR SPA HEATING EQUIPMENT WHERE THE REPLACEMENT EQUIPMENT IS OF EQUAL OR LESSER BTU CAPACITY AND IS PLACED IN THE SAME LOCATION AS THE EXISTING EQUIPMENT.

5. REPLACEMENT OF GAS AIR-CONDITIONING EQUIPMENT, DIRECT VENT EQUIPMENT, FURNACES AND LOG LIGHTERS WHERE THE REPLACEMENT EQUIPMENT IS OF EQUAL OR LESSER BTU CAPACITY AND IS PLACED IN THE SAME LOCATION AS EXISTING EQUIPMENT.

6. SPECIAL CASES AS ALLOWED BY THE BUILDING OFFICIAL FOR WORK OF A SIMILAR NATURE AND COMPLEXITY AS THOSE ITEMS LISTED ABOVE.

~~29-7.2.~~ **29-7.5. Subsections 109.2 ~~106.6.2~~ and 109.6 ~~106.6.3~~ entitled "~~Fee schedule~~ SCHEDULE OF PERMIT FEES" and "~~Fee REFUNDS~~ ~~refunds~~", respectively, are hereby deleted in their entirety and replaced with new Subsections 109.2 ~~106.6.2~~ and 109.6 ~~106.6.3~~ to read as follows:**

~~109.2 ~~106.6.2.~~ ~~Fee schedule~~~~ SCHEDULE OF PERMIT FEES. Permit fees, if any, shall be adopted by the City by resolution.

~~109.6 ~~106.6.3.~~ ~~Fee-REFUNDS~~ ~~refunds~~~~. The Building Official is authorized to establish a refund policy.

~~29-7.3.~~ **29-7.6. Section ~~108 "Violations" and Section 109~~ 114 "Means BOARD of Appeals" and SECTION 115 "VIOLATIONS" are hereby deleted in their entirety and Section numbers ~~108 and 109~~ 114 AND 115 are hereby reserved.**

ARTICLE VIII. - INTERNATIONAL ENERGY CONSERVATION CODE

29-8. - International Energy Conservation Code adopted.

The City Council of Chandler adopts by reference the International Energy Conservation Code, **2021** 2018 edition, ("IECC") and incorporates it herein as if fully set out in this Article VIII of

Chapter 29 with the additions, insertions, deletions, and changes set forth herein. The term "code" or "IECC" without further description when used in the portions of the IECC which are not amended and in this Article VIII of Chapter 29 shall mean the IECC as amended herein by the additions, insertions, deletions, and changes set forth and adopted herein. Whenever the code refers to other publications of the International Code Council, which have been adopted by the City, such references shall be to the version of the publications as amended by the City.

29-8.1. Subsection C101.1 "Title" is hereby amended by inserting The City of Chandler, Arizona as Name of Jurisdiction

29-8.2. Subsection ~~C101.2~~ **C101.5** "Scope" **"COMPLIANCE"** is hereby amended by adding the following sentence:

Group R-2, when defined as a Commercial Building by section C202, shall have the option of complying under the Residential Provisions of this code, regardless of height. Once defined as such on the submittal documents, all components of the Residential Provisions shall be followed.

29-8.3. Subsection ~~C107.2~~ **C104.2** "Schedule of permit fees" is hereby deleted in its entirety and replaced with a new Section ~~C107.2~~ **C104.2** to read as follows:

C104.2. ~~C107.2~~ *Schedule of permit fees.* Permit fees, if any, shall be adopted by the City by resolution.

~~29-8.4. Section C108 "Stop Work Order" and Section C109 "Board of Appeals" are hereby deleted in their entirety and Section Numbers C108 and C109 are hereby reserved.~~

29-8.4. SUBSECTION C405.11 "AUTOMATIC RECEPTACLE CONTROL" AND SUBSECTION C405.11.1 "AUTOMATIC RECEPTACLE CONTROL FUNCTION" ARE DELETED IN THEIR ENTIRETY.

29-8.5. Subsection **C501.2** ~~C501.4~~ "Compliance" is hereby amended by deleting reference to the International Property Maintenance and International Private Sewage Disposal Codes.

29-8.6. Subsection R101.1 "Title" is hereby amended by inserting The City of Chandler, Arizona as Name of Jurisdiction

29-8.7. Subsection R101.2 "Scope" is hereby amended by adding the following sentence:

Group R-2, when defined as a Commercial Building by section C202, shall have the option of complying under the Residential Provisions of this code, regardless of height. Once defined as such on the submittal documents, all components of the Residential Provisions shall be followed.

29-8.8. Subsection R102.1.1 "Above code programs" is hereby amended by adding a new Subsection R102.1.2. as follows:

R102.1.2 RESNET testing & inspection protocol. The Residential Energy Services Network (RESNET) Mortgage Industry National Home Energy Rating System

Standards Protocol for third party testing and inspections shall be deemed to meet the requirements of sections R402.4.1, R402.4.1.2 and **R403.3.4** ~~R403.3.2~~ and shall meet the following conditions:

1. Third party testing and inspections shall be completed by RESNET certified raters or rating field inspectors and shall be subject to RESNET quality assurance field review procedures.
2. Sampling in accordance with Chapter 6 of the RESNET standards shall be performed by raters or rating field inspectors working under a RESNET accredited sampling provider.
3. Third party testing is required for the following items:
 - a. R402.4.1.1 — Building Envelope - Thermal and air barrier checklist.
 - b. R402.4.1.2 — Testing - Air leakage rate
 - c. **R403.3.4** ~~R403.3.2~~ — Sealing - Duct tightness
4. The other requirements identified as "mandatory" in Chapter 4 shall be met.
5. Alternate testing and inspection programs and protocols shall be allowed when approved by the Building Official.

29-8.9. Subsection **R104.2** ~~R107.2~~ "Schedule of permit fees" is hereby deleted in its entirety and replaced with a new Section **R104.2** ~~R107.2~~ to read as follows:

R104.2. ~~R107.2~~ *Schedule of permit fees.* Permit fees, if any, shall be adopted by the City by resolution.

~~29-8.10. Section R108 "Stop Work Order" and Section R109 "Board of Appeals" are hereby deleted in their entirety and Section Numbers R108 and R109 are hereby reserved.~~

29-8.10. SUBSECTION R401.2 "APPLICATION" IS HEREBY AMENDED BY DELETING "SECTION R401.2.5 AND" IN THE FIRST PARAGRAPH.

29-8.11. SUBSECTION R401.2.5 "ADDITIONAL ENERGY EFFICIENCY" IS HEREBY DELETED IN ITS ENTIRETY.

29-8.12. TABLE R402.1.3 "INSULATION MINIMUM R-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENT" IS HEREBY AMENDED BY REPLACING CEILING R-VALUE OF "49" WITH "38" IN CLIMATE ZONE 2.

29-8.13. SUBSECTION R403.3.5 "DUCT TESTING" IS HEREBY AMENDED BY ADDING ONE NEW EXCEPTION TO READ AS FOLLOWS:

EXCEPTIONS:

- 1. A DUCT AIR-LEAKAGE TEST SHALL NOT BE REQUIRED WHERE THE DUCTS AND AIR HANDLERS ARE LOCATED ENTIRELY WITHIN THE BUILDING THERMAL ENVELOPE.**
- 2. A DUCT AIR-LEAKAGE TEST SHALL NOT BE REQUIRED FOR DUCTS SERVING HEATING, COOLING OR VENTILATION SYSTEMS THAT ARE NOT INTEGRATED WITH DUCTS SERVING HEATING OR COOLING SYSTEMS.**

29-8.14. SUBSECTION R405.3.2 “COMPLIANCE REPORT” IS HEREBY AMENDED BY REPLACING “CODE OFFICIAL BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED” IN THE END OF THE FIRST PARAGRAPH WITH “BUILDING OWNER”.

29-8.15. TABLE R406.5 “MAXIMUM ENERGY RATING INDEX” IS HEREBY AMENDED BY REPLACING ENERGY RATING INDEX OF “52” WITH “57” IN THE CLIMATE ZONE 2.

29-8.16. SECTION R408 “ADDITIONAL EFFICIENCY PACKAGE OPTIONS” IS HEREBY DELETED IN ITS ENTIRETY.

~~29-8.14.~~ **29-8.17.** Subsection R501.4 "Compliance" is hereby amended by deleting reference to the International Property Maintenance and International Private Sewage Disposal Codes.

ARTICLE IX. - INTERNATIONAL EXISTING BUILDING CODE

29-9. - International Existing Building Code adopted.

The City Council of Chandler adopts by reference the International Existing Building Code, **2021** 2018 edition, ("IEBC") and incorporates it herein as if fully set out in this Article IX of Chapter 29 with the additions, insertions, deletions, and changes set forth herein. The term "code" or "IEBC" without further description when used in the portions of the IEBC which are not amended and in this Article IX of Chapter 29 shall mean the IEBC as amended herein by the additions, insertions, deletions, and changes set forth and adopted herein. Whenever the code refers to other publications of the International Code Council, which have been adopted by the City, such references shall be to the version of the publications as amended by the City.

29-9.1. Subsection 101.1 "Title" is hereby amended by inserting The City of Chandler, Arizona as Name of Jurisdiction

29-9.2. Subsection 101.4.2 "Buildings previously occupied" is hereby amended by deleting reference to the International Property Maintenance Code.

29-9.3. SUBSECTION 103.1 “CREATION OF AGENCY” IS HEREBY AMENDED BY INSERTING DEVELOPMENT SERVICES DEPARTMENT AS NAME OF DEPARTMENT.

29-9.4. SUBSECTION 105.1.1 “ANNUAL PERMIT” AND SUBSECTION 105.1.2 “ANNUAL PERMIT RECORDS” ARE HEREBY DELETED IN THEIR ENTIRETY.

~~29-9.3.~~ **29-9.5.** Subsection 105.2 "Work exempt from permit" is hereby amended by adding items to each work category as follows:

Building:

7. Replacement of a roof cover of a R-3 occupancy where the replacement roof covering classification is equal to or greater than the existing roof covering classification and does not increase the loads upon the structural frame.
8. Special cases allowed by the Building Official for work of a similar nature and complexity as those items listed above.

Electrical:

4. REPAIR ~~Motors, Components, Overcurrent Devices and Equipment: A permit shall not be required for repair~~ or replacement of motors, transformers, overcurrent devices or equipment affixed to a Group R-3 occupancy where the replaced or repaired equipment is of the same rating as the existing equipment, is placed in the same location as the existing equipment and is labeled as defined in this code.

~~Special cases: A permit shall not be required for~~ **5. SPECIAL** ~~special~~ cases **AS** allowed by the Building Official for work of a similar nature and complexity as those items listed above.

Gas:

3. Replacement of gas water heating equipment affixed to a Group R-3 or IRC occupancy where the replacement equipment is of equal or lesser BTU capacity and is placed in the same location as the existing equipment.
4. Replacement of gas pool or spa heating equipment serving a Group R-3 or IRC occupancy where the replacement equipment is of equal or lesser BTU capacity and is placed in the same location as the existing equipment.
5. Replacement of gas air-conditioning equipment, direct vent equipment, furnaces and log lighters affixed to a Group R-3 or IRC occupancy where the replacement equipment is of equal or lesser BTU capacity and is placed in the same location as existing equipment.
6. Special cases as allowed by the Building Official for work of a similar nature and complexity as those items listed above.

Mechanical:

8. Replacement of evaporative coolers affixed to a Group R-3 or IRC occupancy where the replacement equipment is of equal or lesser airflow (cfm) and is placed in the same location as the existing evaporative cooler.

9. Special cases as allowed by the Building Official, for work of a similar nature and complexity as those items listed above.

Plumbing:

3. Replacement of water conditioning or treating equipment affixed to Group R-3 or IRC occupancy where the replacement equipment is of equal or lesser treatment capacity and is placed in the same location as the existing equipment.

4. Replacement of solar pool and spa heating equipment serving a Group R-3 or IRC occupancy where the replacement equipment is of equal or lesser heating capacity and is placed in the same location as the existing equipment.

5. Replacement of electric water heating equipment affixed to a Group R-3 or IRC occupancy where the replacement equipment is of equal or lesser amperage rating and is placed in the same location as the existing equipment.

6. Special cases as allowed by the Building Official for work of a similar nature and complexity as those items listed above.

~~29-9.4.~~ **29-9.6** Subsection 108.2 "Schedule of Permit Fees" is hereby deleted in its entirety and replaced with a new Subsection 108.2 to read as follows:

108.2. SCHEDULE OF Permit Fees. Permit fees, if any, shall be adopted by the City by resolution.

~~29-9.5.~~ **29-9.7** ~~Section 112 "Board of Appeals",~~ Section 113 "Violations", ~~Section 114 "Stop Work Order",~~ Section 116 "Emergency Measures" and Section 117 "Demolition" are hereby deleted in their entirety and Section numbers ~~112~~, 113, ~~114~~, 116, and 117 are hereby reserved.

~~29-9.6.~~ **29-9.8** Section 115 "Unsafe **STRUCTURES** ~~Buildings~~ and Equipment", is hereby amended by deleting subsection 115.5 entitled "Restoration" in its entirety and adding new subsections 115.5 through 115.11 to read as follows:

115.5. Recordation of Notice. If compliance with the notice is not satisfied within the time specified therein, and no appeal has been properly and timely filed, the building official shall file in the office of the county recorder a certificate describing the property and certifying (i) that the building is a dangerous building and (ii) that the owner has been so notified. Whenever the corrections ordered shall thereafter have been completed, or the building demolished so that it no longer exists as an unsafe building on the property described in the certificate, the building official shall file a new certificate with the county recorder certifying that the building has been demolished or all required corrections have been made so that the building is no longer unsafe, whichever is appropriate.

115.6 Repair, Vacation and Demolition. The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation or demolition of any unsafe building or structure:

1. Any building declared as an unsafe building under this code shall be made to comply with one (1) of the following:

- (a) The building shall be repaired in accordance with this code; or
- (b) The building shall be demolished at the option of the building owner; or
- (c) If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. The structure or equipment determined to be unsafe by the building official is permitted to be restored to a safe condition. To the extent that repairs, alterations or additions are made, or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions or change of occupancy shall comply with the requirements of subsection 105.2.2.

3. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property, or safety of the public or its occupants, it shall be ordered to be vacated.

115.7. Notice to Vacate. Every notice to vacate shall, in addition to being served as provided in subsection 115.3 be posted at or upon each exit of the building and shall be in substantially the following form:

DO	NOT	ENTER
UNSAFE TO OCCUPY		

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official

..... of

Whenever such notice is posted, the building official shall include a notification thereof in the notice issued under subsection 115.3, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain in or enter any building which has been posted, except that entry may be made to repair, demolish or remove such building under permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy issued pursuant to the provisions of this code.

115.8. Failure to Commence Work. Whenever the repair or demolition is not commenced within thirty (30) days after any final notice or order issued under this code becomes effective:

1. The building official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

DANGEROUS
DO NOT OCCUPY

BUILDING

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official

..... of

2. No person shall occupy any building which has been posted as specified in this section. No person shall remove or deface any such notice so posted until the repairs, demolition or removal ordered by the building official have been completed and a Certificate of Occupancy issued pursuant to the provisions of this code.

3. The building official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building unsafe as set forth in the notice; or, if the notice required demolition, to cause the building to be sold and demolished or demolished and the materials, rubble and debris therefrom removed, and the lot cleaned. Any such repair or demolition work shall be accomplished, and the cost thereof paid and recovered in the manner hereinafter provided in this code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost of demolition and of cleaning the lot, shall be paid over to the person or persons lawfully entitled thereto.

115.9. Extension of Time to Perform Work. Upon receipt of an application from the person required to conform to the notice and by agreement of such person to comply with the notice if allowed additional time, the building official may grant an extension of time, not to exceed an additional one hundred twenty (120) days, within which to complete said repair, rehabilitation or demolition, if the building official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The building official's authority to extend time is limited to the physical repair, rehabilitation or demolition of the premises and will not in any way affect the time to appeal the notice.

115.10. Interference with Repair or Demolition Work Prohibited. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of this jurisdiction or with any person who owns or hold any estate or interest in any building which has been ordered repaired, vacated or demolished under the provisions of this code; or with any person to whom such building has been lawfully sold pursuant to the provisions of this code, whenever such officer, employee, contractor or authorized representative of this jurisdiction, person having an interest or estate in such building or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to

the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this code.

115.11. Abatement and Cost Recovery. Unless timely appealed to the board of appeals, a notice issued pursuant to subsection 115.3 shall constitute a final abatement order. The failure to comply with the terms of such notice, in addition to constituting a violation of the Code of the City of Chandler, shall permit the City to institute the abatement and cost recovery provisions set forth in Section 26-11, Code of the City of Chandler.

29-9.9. SECTION 116 "EMERGENCY MEASURES" IS HEREBY DELETED IN ITS ENTIRETY AND SECTION NUMBER 116 IS HEREBY RESERVED.

29-9.10. SECTION 117 "DEMOLITION" IS HEREBY DELETED IN ITS ENTIRETY AND SECTION NUMBER 117 IS HEREBY RESERVED.

~~29-9.7. Chapter 1 "Scope and Administration" is hereby amended by adding a new Section 118 to read as follows:~~

~~*Section 118. Fireplaces.*~~

~~*118.1. Fireplace standards adopted.* Notwithstanding any code provision to the contrary, it shall be unlawful for anyone to construct, install, convert or alter any fireplace, stove or any other recreational or aesthetic solid fuel burning device unless such device and its installation is certified by a nationally recognized testing agency as satisfying the requirements of 40 Code of Federal Regulations, Part 60, Subpart AAA as in effect on July 1, 1990.~~

~~29-9.8.~~ **29-9.11.** Subsection ~~302.2~~ **302.3** "Additional codes" is hereby amended by deleting reference to the International Property Maintenance and International Private Sewage Disposal Codes.

~~29-9.9.~~ **29-9.12.** Subsections 1301.3.2 "Compliance with other codes" and 1401.2 "Conformance" are hereby amended by deleting reference to the International Property Maintenance Code.

ARTICLE X. - INTERNATIONAL SWIMMING POOL AND SPA CODE

29-10. - International Swimming Pool and Spa Code adopted.

The City Council of Chandler adopts by reference the International Swimming Pool and Spa Code, **2021** ~~2018~~ edition, ("ISPSC") and incorporates it herein as if fully set out in this Article X of Chapter 29 with the additions, insertions, deletions, and changes set forth herein. The term "code" or "ISPSC" without further description when used in the portions of the ISPSC which are not amended and in this Article X of Chapter 29 shall mean the ISPSC as amended herein by the additions, insertions, deletions, and changes set forth and adopted herein. Whenever the code refers to publications of the International Code Council, which have been adopted by the City, such references shall be to the version of the publications as amended by the City.

29-10.1. Subsection 101.1 "Title" is hereby amended by inserting The City of Chandler, Arizona as Name of Jurisdiction.

29-10.2. SUBSECTION 103.1 "CREATION OF AGENCY" IS HEREBY AMENDED BY INSERTING DEVELOPMENT SERVICES DEPARTMENT AS NAME OF DEPARTMENT.

29-10.3. SECTION 112 "BOARD OF APPEALS" AND SECTION 113 "VIOLATIONS" ARE HEREBY DELETED IN THEIR ENTIRETY AND SECTION NUMBERS 112 AND 113 ARE HEREBY RESERVED.

~~29-10.2. 29-10.4~~ Subsection 305.2.1 "Barrier height and clearances" ~~paragraph 4~~ is hereby amended by deleting "48 inches (1219 mm)" in the first sentence **PARAGRAPH 1 IN ITS ENTIRETY** and replacing it with **A NEW PARAGRAPH 1** "72 inches (1829 mm)" and adding an exception to read as follows:

Exception: Barriers used between a pool and the primary dwelling or structure shall be not less than 48 inches (1219 mm) above grade.

- 1. THE TOP OF THE BARRIER SHALL BE NOT LESS THAN 72" (1829 MM) ABOVE GRADE WHERE MEASURED ON THE SIDE OF THE BARRIER THAT FACES AWAY FROM THE POOL OR SPA. SUCH HEIGHT SHALL EXIST AROUND THE ENTIRE PERIMETER OF THE BARRIER.**

EXCEPTION: IF THE BARRIER IS USED SOLELY AS THE BARRIER BETWEEN THE POOL OR SPA AND A ONE- OR TWO-FAMILY DWELLING THEN THE TOP OF THE BARRIER SHALL NOT BE LESS THAN 48" (1219 MM). SUCH HEIGHT SHALL EXIST AROUND THE ENTIRE PERIMETER OF THE BARRIER AND FOR A DISTANCE OF 3 FEET (914 MM) MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE REQUIRED BARRIER.

~~29-10.3. 29-10.5.~~ Subsection 305.4 "Structure wall as a barrier" is hereby amended by adding new paragraphs **7 AND 8** ~~4 and 5~~ to read as follows:

7. 4 Emergency escape or rescue windows from sleeping rooms which face within a swimming pool enclosure shall be equipped with a latching device located not less than fifty-four (54) inches above the floor. All other openable dwelling unit or guest room windows facing within a swimming pool enclosure shall be equipped with a screwed-in-place wire mesh screen, a keyed lock that prevents opening the window more than four (4) inches, or a latching device located not less than fifty-four (54) inches above the floor.

8. 5-Pet doors shall be able to be rendered inoperable and impassable with a latching device inoperable by young children.

ARTICLE XI. - PENALTY FOR VIOLATION OF CHAPTER

{29-11. - Chapter 29 violation—Penalty.}

Except as otherwise provided by law or ordinance, a person convicted of a violation of a code adopted by reference in Chapter 29, Code of the City of Chandler shall be guilty of a Class 1 misdemeanor. A Class 1 misdemeanor is punishable by a fine not exceeding two thousand five hundred dollars (\$2,500.00), by imprisonment for a term not exceeding six (6) months, by probation for a term not exceeding three (3) years, or by any combination thereof. A Class 2 misdemeanor is punishable by a fine not exceeding seven hundred fifty dollars (\$750.00), by imprisonment for a term not exceeding four (4) months, by probation for a term not exceeding two (2) years, or by any combination thereof. A Class 3 misdemeanor is punishable by a fine not exceeding five hundred dollars (\$500.00), by imprisonment for a term not exceeding thirty (30) days, by probation for a term not exceeding one (1) year, or by any combination thereof. Except as otherwise provided by law or ordinance, with respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense.

2021 Construction Codes Adoption Highlights

International Building Code	Local Amendments:	Notes:
	Subsection 103.1 "Creation of enforcement agency" is hereby amended by inserting Development Services Department as Name of Department.	Specifies the enforcement agency.
	Subsection 105.2 "Work exempt from permit" "Building" is hereby amended by deleting item 1 in its entirety and replacing it with a new item 1 as follows: 1. One-story detached accessory structures, provided that the floor area does not exceed 120 square feet (11.15 m ²) and the height measured at the highest point does not exceed 7 feet (2134 mm) with option up to a maximum of 9 feet (2743 mm) with setbacks at a ratio of 2 additional feet of setback for each additional 1 foot of building height.	Aligns with City Zoning Ordinances.
	Subsection 105.3.1 "Action on application" is hereby amended by adding the following provisions to the end thereof: A permit may be issued solely after applicant has satisfied all applicable City of Chandler ordinances and requirements.	Make sure the construction permits are not issued until all divisions examine the construction documents and ensure they meet applicable City ordinances.
	Subsection 111.1 "Change of Occupancy", Subsection 111.2 "Certificate Issued" and Subsection 111.3 "Temporary Occupancy" are hereby amended by replacing "building official" with "City of Chandler Development Services Department director or director's designee".	Ensures occupancy certificates are not issued until all City codes addressed.
	Subsection 310.5 "Residential Group R-4" is hereby amended by replacing 16 persons with 10 persons.	Coordinates and aligns with the State of Arizona licensing requirements.
	Model Code Changes:	
	Subsection 602.4 Adds three new Type IV construction types to recognize mass timber construction.	Provides more options for construction types
	Subsection 903.3.1.2 Reduces the allowable height for a Group R occupancy using 13R fire sprinkler system from 60 feet above grade plane to 30 feet above or below the lowest level of fire department vehicle access.	Requires NFPA 13 fire sprinkler system for stories over 30 feet.
	Subsection 907.5.2.1.3 Requires 520-Hz fire alarm complying with NFPA 72 in all sleeping rooms of R-1 and R-2 occupancies.	Requires more efficient fire alarm in hotels and apartment complexes.
	Subsection 1008.2.1 Increases the minimum illumination level for both exit and exit access stairways from 1-footcandle to 10-footcandle when in use.	Increases illumination for safe exit travel in emergencies.

	Subsection 1010.2.9 Requires panic hardware on electrical room doors in electrical rooms with equipment over 800 amps unless the door is more than 25 feet away from the equipment.	Currently 1200 amps.
	Subsection 1102.1 and ICC A117.1 Subsection 304.3.1.1 Requires the turning space to be a circular space with 67 inches minimum diameter in new buildings and facilities.	Currently 60 inches minimum.
	Subsection 1105.1.1 Provides automatic doors for A-1, A-2, A-3 or A-4 occupancies with an occupant load of greater than 300 and B, M or R-1 occupancies greater than 500.	Automatic doors are required for buildings with large occupant loads.
	Subsection 1705.18 Requires special inspection in Group R fire areas exceeding an occupant load of 250.	Special inspection is required for residential buildings with large occupant loads to ensure safety features are installed correctly.
National Electrical Code	Local Amendments:	Notes:
	Subsection 210.8 (A) (2) "Dwelling Units" is hereby amended by adding an exception as follows: Exception: Receptacles that are not readily accessible.	Does not require a GFCI plug receptacle in the ceiling for a garage door opener.
	Subsection 210.8 (F) "Outdoor Outlets" is amended by deleting its entirety.	The variable speed motors would likely trip the GFCI breakers and cause HVAC equipment shut-downs.
	Subsection 230.67 "Surge Protection" is amended by deleting its entirety.	There was no identified risk to people for this code change, it only protects equipment.
	Subsection 406.12 "Tamper-Resistant Receptacles" is amended by deleting its use in dwelling units and assisted living facilities.	Extra force is usually needed to insert a plug into the Tamper-Resistant Receptacles. It is not practicable for elders or disabled people to use.

	Model Code Changes:	
	Subsection 210.8(A) Requires GFCI protection for receptacles up to 250-volt in dwelling units.	Currently up to 125-volt. Provides extra safety.
	Subsection 210.8(B) Requires GFCI protection for all 125–250-volt receptacles and all receptacles supplied by 3-phase 150 volts or less, 100 amps or less for other than dwelling units.	Requires more locations with GFCI protection. Provides extra safety.
International Plumbing Code	Local Amendments:	Notes:
	Subsection 103.1 "Creation of enforcement agency" is hereby amended by inserting Development Services Department as Name of Department.	Specifies the enforcement agency.
	Model Code Changes:	
	Subsection 403.2 Allows multiple user non-separated sex toilet facilities.	Will see more and more multiple user non-separated sex toilet facilities. Results in more efficient use of space.
	Subsection 403.3.3 Allows the location of toilet facilities in a Group S occupancy to exceed the location and distance limitations.	Cost savings to Group S occupancies that have very few people in them.
International Mechanical Code	Local Amendments:	Notes:
	Subsection 103.1 "Creation of enforcement agency" is hereby amended by inserting Development Services Department as Name of Department.	Specifies the enforcement agency.
	Model Code Changes:	
	Subsection 307.2.1.1 Condensate discharge cannot connect to any drain, waste or vent pipe. Condensate discharge cannot discharge into a plumbing fixture other than a floor sink, floor drain, trench drain, mop sink, hub drain, standpipe, utility sink or laundry sink.	The code is now addressing both acceptable and unacceptable practices that were not previously addressed.

International Residential Code	Local Amendments:	Notes:
	Subsection 105.2 "Work exempt from permit" "Building" is hereby amended by deleting item 1 in its entirety and replacing it with a new item 1 as follows: 1. One-story detached accessory structures, provided that the floor area does not exceed 120 square feet (11.15 m ²) and the height measured at the highest point does not exceed 7 feet (2134 mm) with option up to a maximum of 9 feet (2743 mm) with setbacks at a ratio of 2 additional feet of setback for each additional 1 foot of building height.	Aligns with City Zoning Ordinances.
	Subsection 105.3.1 "Action on application" is hereby amended by adding the following provisions to the end thereof: A permit may be issued solely after applicant has satisfied all applicable City of Chandler ordinances and requirements.	Make sure the construction permits are not issued until all divisions examine the construction documents and ensure they meet applicable City ordinances.
	Subsection 111.1 "Change of Occupancy", Subsection 111.2 "Certificate Issued" and Subsection 111.3 "Temporary Occupancy" are hereby amended by replacing "building official" with "City of Chandler Development Services Department director or director's designee".	Ensures occupancy certificates are not issued until all City codes addressed.
	Subsection N1101.13.5 (R401.2.5) "Additional energy efficiency" is hereby to delete in its entirety.	The additional energy efficiency requirements will increase additional costs that are far exceed the negligible energy savings.
	TABLE N1102.1.3 (R402.1.3) "INSULATION MINIMUM R-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENT" is hereby amended by replacing Ceiling R-value of "49" with "38" in the climate zone 2.	The increase in ceiling R-value does not contribute substantial energy savings, but it would add substantial costs to builders and homeowners.
	Table N1106.5 (R406.5) "MAXIMUM ENERGY RATING INDEX" is hereby amended by replacing ENERGY RATING INDEX of "52" with "57" in the climate zone 2.	Restores the ERI threshold to the 2018 IECC levels, as adopted by jurisdictions throughout Maricopa County.

	Subsection N1105.3.2 (R405.3.2) "Compliance Report" is hereby amended by replacing "code official before a certificate of occupancy is issued" with "building owner".	There are no ways to get the real data until people really move in and live there.
	SECTION N1108 (R408) "ADDITIONAL EFFICIENCY PACKAGE OPTIONS" is hereby to delete in its entirety.	The additional energy efficiency requirements will increase additional costs that are far exceed the negligible energy savings.
	Model Code Changes:	
	Subsection R302.5 Adds Self-Latching requirement for garage doors leading into the house.	For better protection from fire and gas penetration into dwelling unit.
	Subsection R310.1 Requires a 36" wide path for travel to a public way from emergency escape and rescue openings.	Provides a minimum width for exit travel to public way.
	Subsection R320.1 Adds an exception stating that owner occupied lodging houses with 5 or fewer guestrooms are not required to be accessible.	Benefits home owners.
	Section N1104 Requires all permanently installed lighting fixtures, excluding kitchen appliance lighting fixtures, shall contain only high-efficacy lighting sources.	Currently 90%.
	Subsection P2905.3 Requires the developed length from the water heater to fixtures not to exceed 100 feet.	Reduces wasted hot water and waiting time for occupants for hot water.
	Section E3902 Requires GFCI protection for receptacles up to 250-volt.	Currently up to 125-volt. Provides extra safety.
	Subsection E3902.5 Requires GFCI protection for all receptacles in basements.	Currently required in unfinished basements.
International Fuel Gas Code	Local Amendments:	Notes:
	Subsection 103.1 "Creation of enforcement agency" is hereby amended by inserting Development Services Department as Name of Department.	Specifies the enforcement agency.
	Model Code Changes:	
	Subsection 618.6 Clarifies that return air shall not be taken from the mechanical room containing the furnace.	Return air must be ducted from outside of the mechanical room.

International Energy Conservation Code	Local Amendments:	Notes:
	Subsection C405.11 "Automatic receptacle control" is amended by deleting in its entirety.	It is difficult to enforce in the field since it is hard to determine which portion of the receptacles need to have automatic controls.
	Subsection R401.2.5 "Additional energy efficiency" is hereby to delete in its entirety.	The additional energy efficiency requirements will increase additional costs that are far exceed the negligible energy savings.
	TABLE R402.1.3 "INSULATION MINIMUM R-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENT" is hereby amended by replacing Ceiling R-value of "49" with "38" in the climate zone 2.	The increase in ceiling R-value does not contribute substantial energy savings, but it would add substantial costs to builders and homeowners.
	Table R406.5 "MAXIMUM ENERGY RATING INDEX" is hereby amended by replacing ENERGY RATING INDEX of "52" with "57" in the climate zone 2.	Restores the ERI threshold to the 2018 IECC levels, as adopted by jurisdictions throughout Maricopa County.
	Subsection R405.3.2 "Compliance Report" is hereby amended by replacing "code official before a certificate of occupancy is issued" in the end of the first paragraph with "building owner".	It is not possible to get the real data until occupants move in and live in the dwelling.
	Section R408 "ADDITIONAL EFFICIENCY PACKAGE OPTIONS" is hereby to delete in its entirety.	The additional energy efficiency requirements will increase additional costs that are far exceed the negligible energy savings.

	Model Code Changes:	
	Subsection C405.1.1 Requires no less than 90% of permanently installed lighting for dwelling units, excluding kitchen appliance lighting to have lamps with an efficacy of not less than 65 lm/W (lumens per watt) or luminaires with an efficacy of not less than 45 lm/W.	New language is added for multifamily buildings.
	Subsection C405.2.8 Requires occupant sensors that reduce lighting by not less than 30% when there is no activity for 20 minutes in parking garage.	Saves energy.
	Subsection R404.1 Requires all permanently installed lighting fixtures, excluding kitchen appliance lighting fixtures, shall contain only high-efficacy lighting sources.	Currently 90%.
International Existing Building Code	Local Amendments:	Notes:
	Subsection 103.1 "Creation of enforcement agency" is hereby amended by inserting Development Services Department as Name of Department.	Specifies the enforcement agency.
	Model Code Changes:	
	Subsection 302.2.1 Requires health care occupancies to also comply with NFPA 99 (Health Care Facilities Code).	Meet additional requirements of NFPA 99.
	Subsection 1009.1 Requires complying with the requirements of the IPC if the occupant load is increased by more than 20% when an existing occupancy is changed, and it requires more fixtures or an increased water supply.	Ensures existing buildings with increased occupant loads meet the minimum plumbing fixture requirements.
International Swimming Pool and Spa Code	Local Amendments:	Notes:
	Subsection 103.1 "Creation of enforcement agency" is hereby amended by inserting Development Services Department as Name of Department.	Specifies the enforcement agency.
	Model Code Changes:	
	Subsection 305.2.9 Requires outside equipment to be located no less than 36" from the pool barrier.	Prevents using the equipment bypass the pool barrier.
	Subsection 305.3.4 Requires any openings within 18" of the pool latch release mechanism no greater than ½" in any dimension.	Prevents unwanted entries into pool areas.

**City Council Memorandum Development Services Memo No. DS22-015**

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua Wright, City Manager
Andy Bass, Deputy City Manager
Derek D. Horn, Development Services Director
Louis Kneip, Development Engineering Manager
From: Jason Richardson, Plan Review Manager
Subject: PLT21-0056 Chandler Crossings 2nd Amended
Request: Final plat
Location: NEC of Arizona Avenue and Chandler Heights Road
Applicant: The Shoppes At Chandler Heights LLC

Proposed Motion:

Move City Council approve Final Plat PLT21-0056 Chandler Crossings 2nd Amended, located at the northeast corner of Arizona Avenue and Chandler Heights Road, as recommended by staff.

Background Data:

- Subject Site is 16.2695 Acres
- Zoned Planned Area Development District
- Four existing lots are being re-platted to create twelve new lots.

Purpose:

The final plat establishes the lots, tracts, easements, and rights of way to be conveyed or dedicated as part of developing the site in substantial conformance with the Council-approved rezoning. The zoning was approved by the City Council on February 02, 2009. The final plat is a necessary component of the entitlement and permitting process. There are eight commercial buildings and two vacant pads on this site. A ninth building at the northeast corner of the center is not a part of this plat. The owner desires to re-plat the property to create 12 separate parcels and access space. Several building tenants have expressed

interest in purchasing the buildings which this plat facilitates.

Planning and Zoning Commission Vote Report

Not Applicable

Recommended Conditions of Approval

None

Attachments

Site Map

Vicinity Map

Final Plat



PLT21-0056 Chandler Crossing 2nd Amended (Final Plat)



Project Details

Zoning Case-DVR07-0014 Chandler Heights Retail

16.26 Acres (Gross)

Commercial/Retail

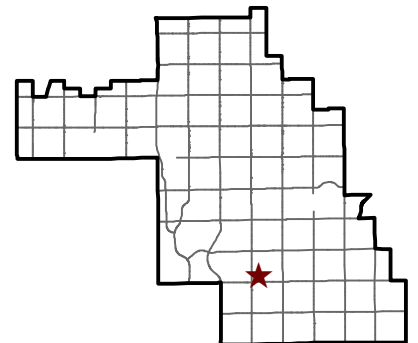


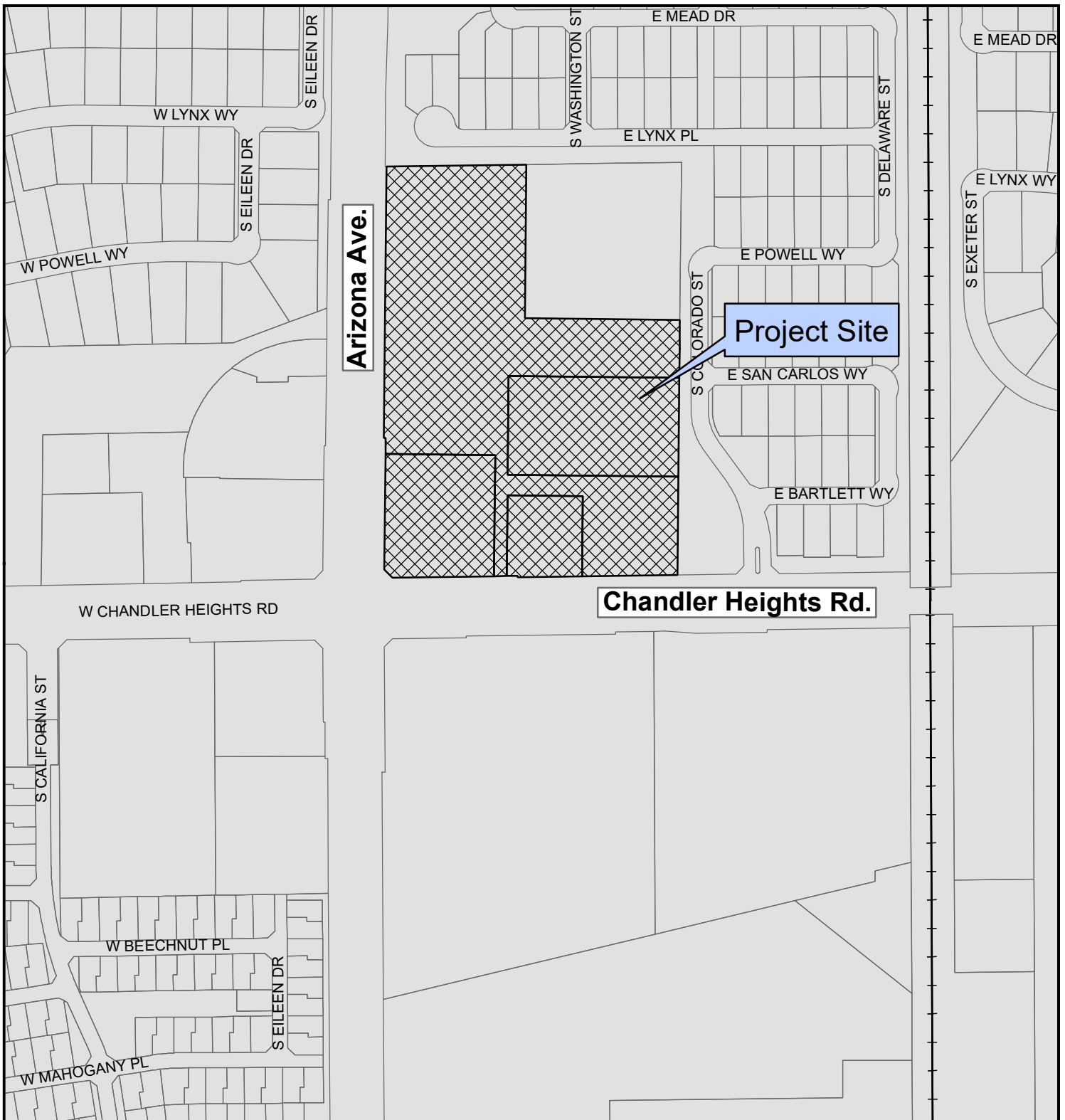
City of Chandler Planning Division

chandleraz.gov/planning

For more information visit:

<https://gis.chandleraz.gov/planning>





PLT21-0056 Chandler Crossing 2nd Amended (Final Plat)



Project Details

Zoning Case-DVR07-0014 Chandler Heights Retail

16.26 Acres (Gross)

Commercial/Retail

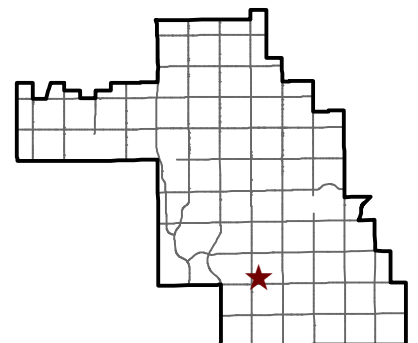


City of Chandler Planning Division

chandleraz.gov/planning

For more information visit:

<https://gis.chandleraz.gov/planning>



Jan 06, 2022 4:26pm S:\Projects\2020\20-0791\Land Survey\Drawings\Final Re-Plat\20-0791 RE-Plat.dwg tpotonentis

CHANDLER CROSSING 2ND AMENDED

A REPLAT OF LOTS 1A THROUGH 4A CHANDLER CROSSING AMENDED,
AS RECORDED IN BOOK 1572 OF MAPS, PAGE 16, BEING A REPLAT OF
CHANDLER CROSSING, AS RECORDED IN BOOK 1283 OF MAPS, PAGE 13, BEING A REPLAT
OF SHOPPES AT CHANDLER HEIGHTS, AS RECORDED IN BOOK 1018 OF MAPS, PAGE 46,
MARICOPA COUNTY RECORDS, AND ALSO LOCATED WITHIN
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF
THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THE SHOPPES AT CHANDLER HEIGHTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY PUBLISHES THIS PLAT OF "CHANDLER CROSSING 2ND AMENDED", A REPLAT OF LOTS 1A THROUGH 4A CHANDLER CROSSING AMENDED, AS RECORDED IN BOOK 1572 OF MAPS, PAGE 16, BEING A REPLAT OF CHANDLER CROSSING, AS RECORDED IN BOOK 1283 OF MAPS, PAGE 13, BEING A REPLAT OF SHOPPES AT CHANDLER HEIGHTS, AS RECORDED IN BOOK 1018 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS, AND ALSO LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, LOTS, TRACTS AND EASEMENTS CONSTITUTING THE SAME AND THAT EACH STREETS, LOTS AND TRACTS SHALL BE KNOWN BY THE NAME, NUMBER, AND LETTER GIVEN TO EACH RESPECTIVELY.

EASEMENTS FOR THE INSTALLATION, OPERATION AND FURNISHING OF MAINTENANCE OF PUBLIC UTILITY LINES AND FACILITIES, INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR THE OPERATION AND MAINTENANCE OF SUCH UTILITY LINES AND FACILITIES, ARE DEDICATED AS SHOWN ON THIS PLAT. UTILITY PROVIDERS SHALL COMPLY WITH ANY APPLICABLE CODES, REGULATIONS, AND FRANCHISES OF THE CITY OF CHANDLER BEFORE ENTERING AN EASEMENT AND SHALL ASSUME FULL RESPONSIBILITY FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF THEIR UTILITY LINES AND FACILITIES.

OWNER HEREBY DEDICATES TO ALL APPLICABLE UTILITIES, SERVICE PROVIDERS AND THE CITY OF CHANDLER PUBLIC UTILITY EASEMENTS FOR THE BENEFIT OF PUBLIC UTILITIES, AND ARE LOCATED WHERE SHOWN, IN, OVER, AND UNDER THE AREAS DESIGNATED AS SUCH HEREON, FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF NECESSARY UTILITIES. SUCH PUBLIC UTILITIES SHALL BE AND REMAIN RESPONSIBLE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE AND REPAIR OF THEIR UTILITY FACILITIES.

OWNER HEREBY DEDICATES, GRANTS AND CONVEYS RIGHTS OF INGRESS AND EGRESS FOR ALL EMERGENCY VEHICLES, GOVERNMENT VEHICLES AND/OR TRASH REMOVAL VEHICLES OVER AND ACROSS LOT 1A THROUGH 4A TO THE CITY OF CHANDLER AS DESIGNATED ON THIS PLAT.

THE MAINTENANCE OF LANDSCAPING WITHIN RIGHT-OF-WAY TO BACK OF CURB, SHALL BE THE RESPONSIBILITY OF THE ADJUTING PROPERTY OWNER.

IN WITNESS WHEREOF: THE SHOPPES AT CHANDLER HEIGHTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2022.

BY: THE SHOPPES AT CHANDLER HEIGHTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

ON THIS _____ DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____, 20__.

LIEN HOLDER RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED A BENEFICIARY OF THAT CERTAIN DEED OF TRUST RECORDED IN DOCUMENT NO. 2015-0876480, THEREATER PARTIAL RELEASE AND PARTIAL RECONVEYANCE OF DEED OF TRUST PER DOCUMENT NO. 2016-0389620, THEREAFTER MODIFICATION AGREEMENT AMENDING DEED OF TRUST PER DOCUMENT NO. 2016-0483911, THEREAFTER COLLATERAL ASSIGNMENT OF DECLARANT'S RIGHTS PER DOCUMENT NO. 2016-0483912 AND THEREAFTER SECOND MODIFICATION AGREEMENT AMENDING DEED OF TRUST PER DOCUMENT NO. 2017-0453638, RECORDS OF MARICOPA COUNTY, ARIZONA, HEREBY RATIFIES, AFFIRMS, AND APPROVES THIS PLAT, THE DECLARATION OF RESTRICTION RECORDED CONCURRENTLY HERewith, AND EACH AND EVERY DEDICATION CONTAINED HEREIN.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE SIGNED THEIR NAMES THIS _____ DAY OF _____, 2022.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

ON THIS _____ DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____, 20__.

SHEET INDEX

SHEET 1 - COVER SHEET
SHEET 2-3 - PLAN SHEET

SURVEYOR:

CONSULTANT:
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: ROBERT A. JOHNSTON, RLS

LEGAL DESCRIPTION

LOTS 1 THROUGH 4 OF CHANDLER CROSSING, ACCORDING TO THE PLAT RECORDED IN BOOK 1283 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA.

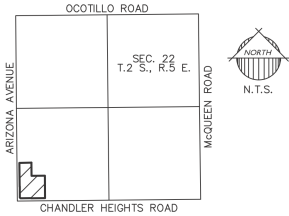
BASIS OF BEARINGS

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH RANGE 5 EAST.

BASIS OF BEARINGS = N00°33'08"E (PER FINAL PLAT OF CHANDLER CROSSING AS RECORDED THEREOF IN BOOK 1283 OF MAPS, PAGE 13, MCR.)

BENCHMARK

CITY OF CHANDLER DATUM POINT NUMBER 50A
NAVD 88 ELEV= 1210.67'
SECTION 21, T2S, R5E, 3" CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH, AT THE POINT OF CURVATURE ON SUNLAND DRIVE; 1200' WEST OF ARIZONA AVENUE AND 800' NORTH OF CHANDLER HEIGHTS ROAD, ACROSS FRO SOUTH ENTRY TO SCHOOL.



VICINITY MAP

GROSS/NET LOT AREAS:

LOT 1A: GROSS: 20,860 S.F. OR 0.4789 AC. NET: 20,860 S.F. OR 0.4789 AC.
LOT 2A: GROSS: 28,675 S.F. OR 0.6583 AC. NET: 28,675 S.F. OR 0.6583 AC.
LOT 3A: GROSS: 49,615 S.F. OR 1.1390 AC. NET: 36,438 S.F. OR 0.8365 AC.
LOT 4A: GROSS: 99,716 S.F. OR 2.2892 AC. NET: 99,716 S.F. OR 2.2892 AC.
LOT 5A: GROSS: 31,091 S.F. OR 0.7138 AC. NET: 31,091 S.F. OR 0.7138 AC.
LOT 6A: GROSS: 28,294 S.F. OR 0.6495 AC. NET: 28,294 S.F. OR 0.6495 AC.
LOT 7A: GROSS: 329,733 S.F. OR 7.5696 AC. NET: 212,364 S.F. OR 4.8752 AC.
LOT 8A: GROSS: 23,948 S.F. OR 0.5498 AC. NET: 23,948 S.F. OR 0.5498 AC.
LOT 9A: GROSS: 29,662 S.F. OR 0.6809 AC. NET: 29,662 S.F. OR 0.6809 AC.
LOT 10A: GROSS: 23,371 S.F. OR 0.5365 AC. NET: 23,371 S.F. OR 0.5365 AC.
LOT 11A: GROSS: 18,652 S.F. OR 0.4282 AC. NET: 18,652 S.F. OR 0.4282 AC.
LOT 12A: GROSS: 25,084 S.F. OR 0.5758 AC. NET: 25,084 S.F. OR 0.5758 AC.

GENERAL NOTES

- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS. IN EASEMENTS FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER, OR ANY COMBINATION THEREOF, ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN THE EASEMENT AREA. NO TREES ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT EXCEPT TREES TRIMMED TO NOT LESS THAN 6" ABOVE THE GROUND. TREES SHALL BE SPACED NOT LESS THAN 8' APART.
- THE PERSON(S) HOLDING TITLE TO THE COMMON AREA TRACTS ("TITLEHOLDER(S)") SHALL BE RESPONSIBLE FOR IRRIGATION OF THE COMMON AREA TRACTS. THE SOURCE OF IRRIGATION WATER FOR THE COMMON AREA TRACTS SHALL BE RECLAIMED WATER ("EFFLUENT"). BUT IF RECLAIMED WATER IS UNAVAILABLE AT THE TIME CONSTRUCTION IN THE SUBDIVISION BEGINS, THE TITLEHOLDER(S) SHALL CAUSE THE COMMON AREA TRACTS TO BE IRRIGATED AND SUPPLIED WITH WATER, OTHER THAN SURFACE WATER FROM ANY IRRIGATION DISTRICT, THROUGH SOURCES CONSISTENT WITH THE ARIZONA LAW AND THE RULES AND REGULATIONS OF THE ARIZONA DEPARTMENT OF WATER RESOURCES. ONCE EFFLUENT OF THE QUANTITY AND QUALITY NEEDED TO SUPPORT SUCH COMMON AREA TRACTS IS AVAILABLE, THEN THE TITLEHOLDER(S) SHALL CAUSE EFFLUENT TO BE USED TO IRRIGATE THE COMMON AREA TRACTS. AT SUCH TIME AS TITLE TO THE COMMON AREA TRACTS IS SOLD OR OTHERWISE TRANSFERRED, IN WHOLE OR PART, WHETHER TO THE SUBDIVISION HOMEOWNERS ASSOCIATION OR TO SOME THIRD PARTY, THE TITLEHOLDER(S) SHALL ALSO SELL OR TRANSFER, AT THE OPTION OF THE PARTY ACQUIRING TITLE THERETO, ANY WATER RIGHTS OR PERMITS HELD BY OR IN THE NAME OF THE TITLEHOLDER(S) BENEFITING OR OTHERWISE APPLICABLE TO THE COMMON AREA TRACTS.
- THE LOT OWNERS AND/OR PROPERTY OWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR ALL WORK AND COSTS ASSOCIATED WITH THE MAINTENANCE AND/OR RELOCATION OF SIGNS AND/OR SITE WALLS LOCATED IN DEDICATED CITY SEWER EASEMENTS IF FUTURE CONFLICTS OCCUR DURING THE MAINTENANCE AND/OR REPLACEMENT OF PUBLIC LINES OR FACILITIES.
- THE COMMON AREA OF THE PROJECT, AS DEFINED IN DOC NO. 2016-0005615, MARICOPA COUNTY RECORDS, IS ENCUMBERED BY EASEMENTS FOR PARKING, PEDESTRIAN AND VEHICULAR TRAFFIC OF OWNERS, OCCUPANTS AND USERS, INGRESS AND EGRESS, PUBLIC AND PRIVATE UTILITIES, DELIVERY AND SERVICE TRUCKS AND VEHICLES, AND OTHER USES. SEE DOCUMENT FOR PARTICULARS.
- A SURVEY MARKER, (1/2" REBAR W/CAP #37495) WILL BE SET FOR THE PROPERTY CORNERS OF ALL LOTS AT COMPLETION OF MASS GRADING.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMNTS.

CERTIFICATION

THIS IS TO CERTIFY THAT IN MY OPINION ALL LOTS, PARCELS AND TRACTS SHOWN ON THIS PLAT CONFORMS TO GOOD LAND PLANNING POLICIES AND ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE PLATTED.

DEVELOPMENT SERVICES DIRECTOR _____ DATE _____

THIS IS TO CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CITY CODE HAVE BEEN COMPLIED WITH AND THAT THIS SUBDIVISION IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576, ARIZONA REVISED STATUTES.

CITY ENGINEER _____ DATE _____

APPROVED BY THE COUNCIL OF THE CITY OF CHANDLER, ARIZONA, THIS _____ DAY OF _____, 2022.

BY: _____
MAYOR _____ DATE _____

ATTEST: _____
CITY CLERK _____ DATE _____

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LAND SURVEYOR: ROBERT A. JOHNSTON, R.L.S. NO. 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

OWNER

THE SHOPPES AT CHANDLER HEIGHTS, LLC
3002 N. CAMPBELL AVENUE, SUITE #200
TUCSON, ARIZONA 85719
C/O STUART RAYBURN, PE
TEL: 480.598.0270
EMAIL: STU@RCCDESIGNGROUP.COM

CHANDLER CROSSING 2ND AMENDED

CHANDLER, ARIZONA

Re-Plat of

Project:

Revisions:

Designer: RAJ
Drawn by: TJP



Job No.
20-0791
FP01
Sheet No.
1
of 3

C.O.C. LOG NO. PLT21-0056

CHANDLER CROSSING 2ND AMENDED

A REPLAT OF LOTS 1A THROUGH 4A CHANDLER CROSSING AMENDED,
AS RECORDED IN BOOK 1572 OF MAPS, PAGE 16, BEING A REPLAT OF
CHANDLER CROSSING, AS RECORDED IN BOOK 1283 OF MAPS, PAGE 13, BEING A REPLAT
OF SHOPPES AT CHANDLER HEIGHTS, AS RECORDED IN BOOK 1018 OF MAPS, PAGE 46,
MARICOPA COUNTY RECORDS, AND ALSO LOCATED WITHIN
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF
THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°33'05"E	7.49'
L2	S89°26'52"E	42.50'
L3	N00°33'08"E	20.00'
L4	S89°26'52"E	46.77'
L5	S89°39'28"E	46.08'

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1A	20,860	0.4789
2A	28,675	0.6583
3A	36,438	0.8365
4A	99,716	2.2892
5A	31,091	0.7138
6A	28,294	0.6495
7A	212,364	4.8752
8A	23,948	0.5498
9A	29,662	0.6809
10A	23,371	0.5365
11A	18,652	0.4282
12A	25,084	0.5758

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



CHANDLER CROSSING 2ND AMENDED

Re-Plat of

LEGEND

- SECTION CORNER AS NOTED
- MONUMENT AS NOTED OR TO BE SET
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT OF WAY
- PUE PUBLIC UTILITY EASEMENT
- BSE BUS SHELTER EASEMENT
- DE DRAINAGE EASEMENT
- SE SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- VNAE VEHICULAR NON ACCESS EASEMENT
- LSL LANDSCAPE SETBACK LINE
- BSL BUILDING SETBACK LINE
- DOC DOCUMENT
- DKT DOCKET
- BK BOOK
- PG PAGE
- T TOWNSHIP
| R | RANGE |
| N | NORTH |
| E | EAST |
| S | SOUTH |
| W | WEST |
- BOUNDARY LINE
- PROPERTY LINE
- CENTER LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE

EASEMENT NOTES:

SUBJECT TO AN EASEMENT TO SOUTHWEST GAS, 8' WIDE PER DOC. NO. 2008-1034629, MCR. LOCATION UNDEFINED.

SUBJECT TO AN EASEMENT TO SOUTHWEST GAS, 8' WIDE PER DOC. NO. 2016-0223210, MCR. LOCATION UNDEFINED.

SUBJECT TO AN EASEMENT ACROSS THE SUBJECT PROPERTY FOR EXISTING QWEST COMMUNICATION FACILITIES PER DOC. NO. 2009-0012810 MCR. SEE DOCUMENT FOR PARTICULARS.

SUBJECT TO A TEMPORARY CONSTRUCTION EASEMENT FOR MEDIAN IMPROVEMENTS PER DOC. NO. 2016-0356819, MCR. LOCATION UNDEFINED.



30 0 30 60
scale feet

Revisions:

Designer: RAJ

Drawn by: TJP



Job No.
20-0791

FP02

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C.O.C. LOG NO. PLT21-0056

Jan 06, 2022 4:27pm S:\Projects\2020\20-0791\Land Survey\Drawings\Final Re-Plat\20-0791 RE-PLAT.dwg

ARIZONA AVENUE
(BASIS OF BEARINGS)
N03°30'08"E 2625.81'

5' TELEPHONE &
TELEGRAPH
FACILITIES
EASEMENT
DKT. 118,
PAGE 355, MCR

1' VNAE
BOOK 1283 OF MAPS,
PAGE 13, MCR
4' SWE
BOOK 1018 OF MAPS,
PAGE 46, MCR
8' PUE
BOOK 1018 OF MAPS,
PAGE 46, MCR

34' R/W EASEMENT
BOOK 265 OF DEEDS,
PAGE 91, MCR

71' R/W
BOOK 1018 PG
46, MCR

1' VNAE
BOOK 1283 OF MAPS,
PAGE 13, MCR
8' PUE
BOOK 1018 OF MAPS,
PAGE 46, MCR

WEST QUARTER CORNER
SECTION 22 T.2S., R.5E.,
FOUND CITY OF CHANDLER
BRASS CAP FLUSH

1547.33'
67' R/W

SEARCHED FOR.
NOT FOUND.

N89°11'57"E 71.02'

FOUND 1/2" REBAR
W/TAG AWLS 45377

SET 1/2" REBAR
W/CAP RLS 37495

1' VNAE
BOOK 1283 OF MAPS,
PAGE 13, MCR

8" PUE
BOOK 1018 OF MAPS,
PAGE 46, MCR

33' COUNTY
ROADWAY
BOOK 2 OF
ROAD MAPS,
PAGE 15, MCR

71' R/W
BOOK 1018 PG
46, MCR

1' VNAE
BOOK 1283 OF MAPS,
PAGE 13, MCR

8" PUE
BOOK 1018 OF MAPS,
PAGE 46, MCR

1' VNAE
BOOK 1283 OF MAPS,
PAGE 13, MCR

8" PUE
BOOK 1018 OF MAPS,
PAGE 46, MCR

34' R/W EASEMENT
BOOK 265 OF DEEDS,
PAGE 91, MCR

71' R/W
BOOK 1018 PG
46, MCR

1' VNAE
BOOK 1283 OF MAPS,
PAGE 13, MCR

8" PUE
BOOK 1018 OF MAPS,
PAGE 46, MCR

34' R/W EASEMENT
BOOK 265 OF DEEDS,
PAGE 91, MCR

71' R/W
BOOK 1018 PG
46, MCR

1' VNAE
BOOK 1283 OF MAPS,
PAGE 13, MCR

8" PUE
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PAGE 91, MCR

71' R/W
BOOK 1018 PG
46, MCR

1' VNAE
BOOK 1283 OF MAPS,
PAGE 13, MCR

8" PUE
BOOK 1018 OF MAPS,
PAGE 46, MCR

LOT 7A

LOT 12A

LOT 7A

LOT 11A

LOT 7A

LOT 10A

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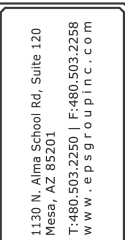
LOT 7A

LOT 11A

LOT 7A

LOT 10A

A REPLAT OF LOTS 1A THROUGH 4A CHANDLER CROSSING AMENDED,
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CHANDLER CROSSING 2ND AMENDED

Project:

Revisions:

Designer:	RAJ
Drawn by:	TJP



Job No. 20-0791

FP03

Sheet No.
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of 3

C.O.C. LOG NO. PLT21-0056

**City Council Memorandum Development Services Memo No. DS22-013**

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua Wright, City Manager
Andy Bass, Deputy City Manager
Derek D. Horn, Development Services Director
Louis Kneip, Development Engineering Manager
From: Jason Richardson, Plan Review Manager
Subject: PLT21-0024, Hudson Crossings
Request: Final Plat
Location: South side of Willis Road, East of McQueen Rd.
Applicant: Residential Pursuits Investments

Proposed Motion:

Move City Council approve Final Plat PLT21-0024, Hudson Crossings, located on the south side of Willis Road, east of McQueen Road, as recommended by staff.

Background Data:

- Subject site is 6.39 Acres
- Zoned Planned Area Development District
- Creates a 43 lot single family subdivision

Purpose:

The final plat establishes the lots, tracts, easements, and the rights of way to be conveyed or dedicated as part of developing the site in substantial conformance with the Council-approved rezoning. The zoning was approved by the City Council on January 29, 2021. The final plat is a necessary component of the entitlement and permitting process.

Planning and Zoning Commission Vote Report

Not Applicable

Recommended Conditions of Approval

None

Attachments

Final Plat

Site Map

Vicinity Map

FINAL PLAT FOR HUDSON CROSSINGS

A PORTION OF THE SW QUARTER OF SECTION 2, T. 2 S., R. 5 E.
OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

NOTES

VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT EXCEPT TREES TRIMMED TO NOT LESS THAN 6' ABOVE THE GROUND. TREES SHALL BE SPACED NOT LESS THAN 8' APART.

ALL TRACTS THAT WILL NOT BE CONVEYED TO THE CITY OF CHANDLER AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE CITY OF CHANDLER AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE HOMEOWNERS ASSOCIATION. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.

A HOMEOWNERS ASSOCIATION, INCLUDING ALL LOT OWNERS IN THE DEVELOPMENT (HUDSON CROSSING), WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES, IN ACCORDANCE WITH APPROVED STREET PLANS.

THESE PRIVATE STREETS WILL REMAIN PRIVATE AND WILL NEVER CONVERT TO PUBLIC OWNERSHIP

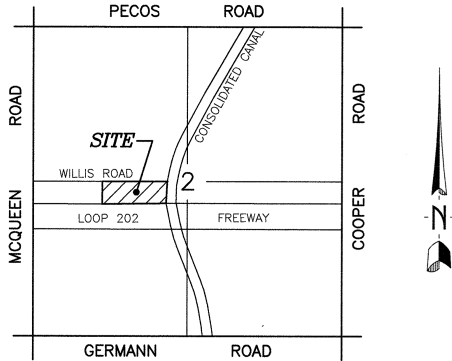
CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS.

NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.

ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

THIS SUBDIVISION IS LOCATED WITHIN AN AREA CERTIFIED AS HAVING AN ASSURED WATER SUPPLY.

ALL LOT, PARCEL AND TRACT MONUMENTATION TO BE SET AT COMPLETION OF MASS GRADING.



VICINITY MAP

SECTION 2, T. 2 S., R. 5 E.

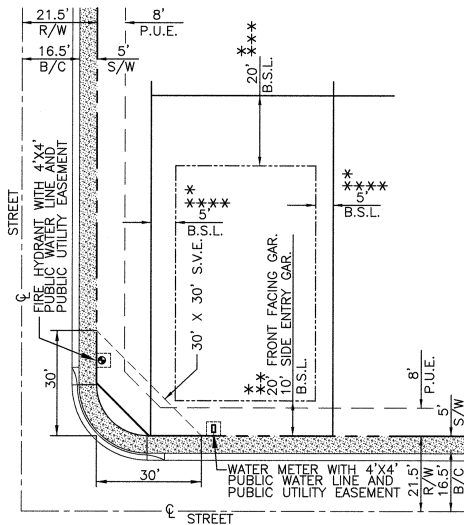
SHEET INDEX

SHEET	1	COVER SHEET
SHEET	2	PLAN SHEET

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING WEST OF THE EXISTING RIGHT OF WAY OF THE CONSOLIDATED CANAL AS SHOWN IN BOOK 145 OF MAPS, PAGE 46 AND NORTH OF THE EXISTING RIGHT OF WAY OF THE SAN TAN FREEWAY, AS DESCRIBED IN ORDER FOR IMMEDIATE POSSESSION, RECORDED IN DOCUMENT NO. 2003-266650, RECORDS OF MARICOPA COUNTY, ARIZONA, IN SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE NORTH 33 FEET THEREOF.



TYPICAL LOT SETBACKS

- * ARCHITECTURAL ELEMENTS SUCH AS PROJECTIONS, EAVES, POP-OUTS, DECORATIVE WALL WINGS, CANTILEVERS, CORNICES, OVERHANGS, TRELLIS AWNINGS, ETC. MAY ENCR OACH UP TO TWELVE INCHES INTO YARD SETBACKS
- ** MIN. 10' FOR PORCHES, LIVABLE SPACE/ STORAGE AND 20' FOR FORWARD FACING GARAGES
- *** REAR COVERED PATIOS MAY ENCR OACH INTO THE SETBACK UP TO 10'

- **** HVAC UNITS AND REFUSE RECEPTACLES PERMITTED WITHIN SIDE YARD SETBACKS, BUT NO CLOSER THAN THREE FEET FROM PROPERTY LINE

TRACT TABLE

TRACT	AREA	USE
"A"	1.2459 AC.	PRIVATE STREET, UTILITIES, INGRESS AND EGRESS, EMERGENCY VEHICLE ACCESS, DRAINAGE, PEDESTRIAN ACCESS, VEHICULAR ACCESS EASEMENT
"B"	1.7621 AC.	LANDSCAPE, RETENTION, WATER AND SEWER EASEMENT, EMERGENCY VEHICLE ACCESS EASEMENT AND UTILITY EASEMENT
TOTAL	3.0080 AC.	

LEGEND

INDICATES A CORNER OF THIS SUBDIVISION AND SUBDIVISION BOUNDARY.
SET M.A.G. STANDARD DETAIL 120-1

INDICATES A POINT OF CONTROL. SET BRASS CAP (FLUSH).
PER M.A.G. DET. 120-1-B.

INDICATES SECTION/QUARTER CORNER

P.U.E. INDICATES PUBLIC UTILITY EASEMENT

S.V.E. INDICATES SIGHT VISIBILITY EASEMENT

V.N.A.E. INDICATES VEHICULAR NON-ACCESS EASEMENT

W.E. INDICATES WATER EASEMENT

S.E. INDICATES SEWER EASEMENT

D.E. INDICATES DRAINAGE EASEMENT

E.V.A.E. INDICATES EMERGENCY VEHICLE ACCESS EASEMENT

R.C.E. INDICATES REFUSE COLLECTION EASEMENT

S.W.E. INDICATES SIDEWALK EASEMENT

W.M.S.L.E. INDICATES WATER METER, SIDEWALK AND STREET LIGHT EASEMENT

INDICATES A PROPERTY LINE.

INDICATES AN EASEMENT LINE.

1/2" BAR AT ALL PROPERTY CORNERS

TO BE SET AT COMPLETION OF MASS GRADING

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, DULY ELECTED _____ OF HUDSON CROSSINGS HOMEOWNERS ASSOCIATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS, THE ____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY

APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN. IN WITNESS WHEREOF; I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

OWNER/DEVELOPER

PV-V ARCADIA HUDSON LLC
8390 E. VIA DE VENTURA F-110. #265
SCOTTSDALE, ARIZONA 85258
PHONE:(602) 478-0662
CONTACT: CHRIS BROWN
EMAIL: CBROWN@ARCADIACAPITALLLC.COM

ENGINEER

CLOUSE ENGINEERING INC.
5010 SHEA BOULEVARD, SUITE 110
SCOTTSDALE, ARIZONA, 85254
PHONE: (602) 395-9300
FAX: (602) 395-9310
MR. JEFF GILES
jgiles@clouseaz.com

THE PROPERTY IS WITHIN THE CHANDLER MUNICIPAL AIRPORT IMPACT OVERLAY DISTRICT AND IS SUBJECT TO AIRCRAFT NOISE AND OVERFLIGHT ACTIVITY, AND IS ENCUMBERED BY AN AVIGATION EASEMENT GRANTED TO THE CITY OF CHANDLER.

BENCH MARK (CMCN# 43A)

SECTION 2, T2S, R5E, 3" CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH, AT THE INTERSECTION OF CANYON OAKS WAY AND DERRINGER WAY; 660' WEST OF COOPER ROAD AND 280' SOUTHE OF PECOS ROAD (NORTHING, 833559.554, EASTING, 732956.040) NAVD 88 ELEVATION 1234.35

BASIS OF BEARING

THE N89°17'08"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER NORTHWEST OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE G. & S.R.B. & M., MARICOPA COUNTY, ARIZONA. ACCORDING TO FINAL PLAT FOR WILLIS GATED COMMUNITY AS RECORDED IN BOOK 1256, PAGE 41, M.C.R.

DEDICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: PV-V ARCADIA HUDSON, LLC A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "HUDSON CROSSINGS", SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "HUDSON CROSSINGS", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT TRACT "A" IS HEREBY DECLARED AS A PRIVATE STREET TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION; AN EASEMENT FOR PUBLIC WATER AND SEWER, REFUSE COLLECTION AND EMERGENCY VEHICLE ACCESS IS HEREBY DEDICATED TO THE CITY OF CHANDLER OVER TRACT "A". STREET RIGHT-OF-WAY TO BE DEDICATED TO THE CITY OF CHANDLER. ROADWAY EASEMENT TO BE DEDICATED TO THE CITY OF CHANDLER. TRACTS "A" AND "B" ARE NOT DEDICATED TO THE PUBLIC BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE HOMEOWNERS' ASSOCIATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. EASEMENTS ARE DEDICATED TO THE PUBLIC FOR USE AS SUCH.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR ABUTTING PROPERTY OWNER.

EASEMENTS FOR THE INSTALLATION, OPERATION AND FURNISHING OF MAINTENANCE OF PUBLIC UTILITY LINES AND FACILITIES, INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR THE OPERATION AND MAINTENANCE OF SUCH UTILITY LINES AND FACILITIES, ARE DEDICATED AS SHOWN ON THIS PLAT. UTILITY PROVIDERS SHALL COMPLY WITH ANY APPLICABLE CODES, REGULATIONS, AND FRANCHISES OF THE CITY OF CHANDLER BEFORE ENTERING AN EASEMENT AND SHALL ASSUME FULL RESPONSIBILITY FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF THEIR UTILITY LINES AND FACILITIES.

TRACT "A" IS HEREBY DECLARED A PRIVATE STREET FOR INGRESS/EGRESS TO AND FROM EACH LOT BY THE OWNER THEREOF AND ITS INVITEES, CONTRACTORS, EMPLOYEES, AGENTS, AND GUEST. OWNER GRANTS TO THE CITY OF CHANDLER AN EASEMENT DEDICATED TO THE PUBLIC OVER, UNDER, THROUGH AND ACROSS TRACT "A" FOR (1) THE INSTALLATION, OPERATION AND FURNISHING OF MAINTENANCE OF PUBLIC UTILITY LINES AND FACILITIES, INCLUDING, WITHOUT LIMITATION, ELECTRICITY, GAS, TELEPHONE, CABLE TV, PUBLIC WATER AND PUBLIC SEWER LINES, AND (2) INGRESS AND EGRESS FOR THE OPERATION AND MAINTENANCE OF SUCH UTILITIES, AND FOR TRASH REMOVAL. A BLANKET EMERGENCY VEHICULAR ACCESS EASEMENT, DRAINAGE EASEMENT, PEDESTRIAN ACCESS EASEMENT AND VEHICULAR ACCESS EASEMENT IS HEREBY DEDICATED TO THE CITY OF CHANDLER OVER TRACT "A"

STREET RIGHT-OF-WAY TO BE DEDICATED TO THE CITY OF CHANDLER.

ROADWAY EASEMENT TO BE DEDICATED TO THE CITY OF CHANDLER

PV-V ARCADIA HUDSON, LLC A DELAWARE LIMITED LIABILITY COMPANY, DOES HEREBY GRANT AND CONVEY TO THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION, AN EASEMENT FOR AVIGATION PURPOSES OVER AND ACROSS ALL LOTS, TRACTS AND PARCELS OF SAID SUBDIVISION IN CONNECTION WITH FLIGHTS FROM THREE HUNDRED FIFTY (350) FEET ABOVE THE SURFACE TO AN INFINITE HEIGHT ABOVE THE SAME, WHICH EASEMENT SHALL INCLUDE, BUT NOT LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THE LAND, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON THE CHANDLER MUNICIPAL AIRPORT, AND THE OWNER (GRANTOR) DOES FURTHER RELEASE AND DISCHARGE THE CITY, FOR THE USE AND BENEFIT OF THE PUBLIC AND AGENCIES OF THE CITY, OF AND FROM ALL LIABILITY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER OR IN CONNECTION WITH THE OWNER'S (GRANTOR'S) PROPERTY ABOVE THREE HUNDRED FIFTY (350) FEET, TO AN INFINITE HEIGHT ABOVE SAME, WHETHER SUCH DAMAGES SHALL ORIGINATE FROM NOISE, VIBRATIONS, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON THE CHANDLER MUNICIPAL AIRPORT. THE GRANTING OF THIS AVIGATION EASEMENT AND RELEASE DOES NOT RELIEVE THE OWNERS AND OPERATORS OF AIRCRAFT FROM LIABILITY FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES. THE AVIGATION EASEMENT AND RELEASE SHALL BE BINDING UPON SAID OWNER (GRANTOR) AND THEIR HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST TO ALL LOTS, TRACTS AND PARCELS IN THE SAID SUBDIVISION AND THE STATEMENT OF RELEASE SHALL BE A COVENANT RUNNING WITH THE LAND.

IN WITNESS WHEREOF; PV-V ARCADIA HUDSON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNDER CAUSED IT'S NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF HARRY LOURIMORE THEREUNTO DULY AUTHORIZED.
THIS ____ DAY OF _____, 2021.

PV-V ARCADIA HUDSON, LLC A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER,

BY:

ITS: MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS, THE ____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE PRESIDENT OF PV-V ARCADIA HUDSON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF; I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

APPROVALS

THIS IS TO CERTIFY THAT IN MY OPINION ALL LOTS, PARCELS AND TRACTS SHOWN ON THIS PLAT CONFORM TO GOOD LAND PLANNING POLICIES AND ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE PLATTED

APPROVED BY: _____ DEVELOPMENT SERVICES DIRECTOR
DATE

THIS IS TO CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CITY CODE HAVE BEEN COMPLIED WITH AND THAT THIS SUBDIVISION IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576, ARIZONA REVISED STATUTES.

APPROVED BY: _____ CITY ENGINEER
DATE

APPROVED BY THE COUNCIL OF THE CITY OF CHANDLER, ARIZONA ON THE ____ DAY OF _____, 2021.

BY: _____ MAYOR
DATE

ATTEST: _____ CITY CLERK
DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DEVELOPMENT SERVICES DIRECTOR
DATE



Clouse Engineering, Inc.
ENGINEERS ■ SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

Date: 04-30-21
Rev: 10-22-21
Job No. 190510
SH. 1
OF 2

FP-COVI.DWG

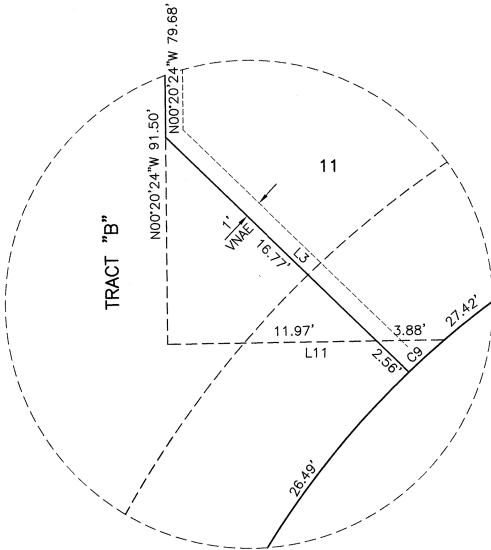
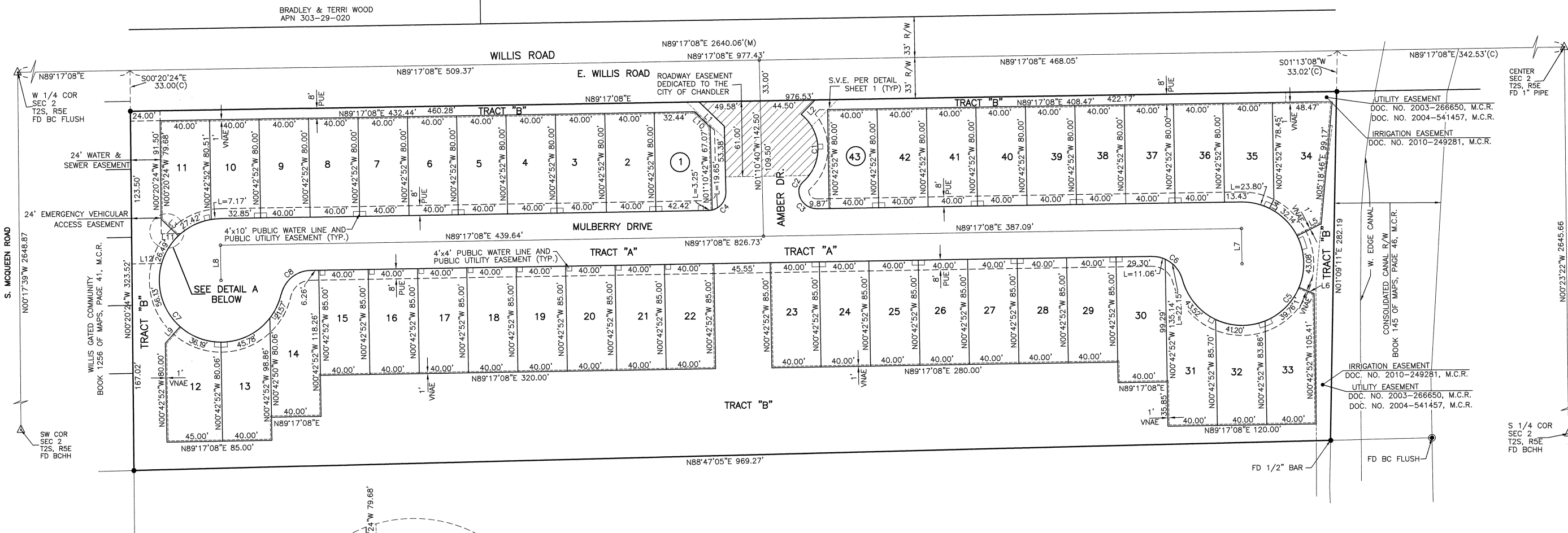
FINAL PLAT
FOR
HUDSON CROSSINGS

Clouse Engineering, Inc.
ENGINEERS - SURVEYORS
5010 E. Shea Blvd. Suite 110 Scottsdale, AZ 85254
Tel 602-395-9300 Fax 602-395-9310

ARIZONA

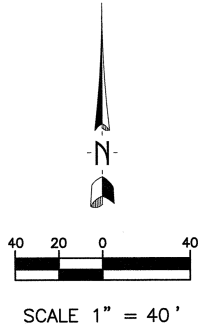
FINAL PLAT
HUDSON CROSSINGS

CHANDLER



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	62.61'	35.58'	100°49'42"
C2	8.36'	9.50'	050°25'43"
C3	22.66'	14.50'	089°32'12"
C4	22.89'	14.50'	090°27'48"
C5	223.50'	50.00'	256°06'48"
C6	33.21'	25.00'	076°06'48"
C7	223.50'	50.00'	256°06'48"
C8	33.21'	25.00'	076°06'48"
C9	2.74'	50.00'	003°08'32"

LINE TABLE		
LINE #	LENGTH	BEARING
L1	28.40'	N45°56'46"W
L2	16.07'	N44°36'30"E
L3	18.59'	N45°52'48"W
L4	8.00'	N26°33'18"E
L5	21.84'	N63°23'19"E
L6	13.11'	N67°14'52"W
L7	28.50'	N00°42'52"W
L8	28.50'	N00°42'53"W
L9	17.93'	N41°51'37"E
L10	17.84'	N45°56'46"W
L11	15.85'	N89°17'08"E
L12	24.05'	N89°17'08"E



CLOUSE ENGINEERING, INC., SHALL NOT BE LIABLE FOR ANY PORTION OF WORK NOT CONFORMING TO APPROVED PLANS SHOULD THEIR STAKES BE FOUND MISSING OR DISTURBED.

C.O.C. LOG NO. PLT21-0024

Revised
07-15-2021
09-14-2021
10-12-2021
10-22-2021

Date
04-30-21
As-Built
Job No.
190510



PLT21-0024 Hudson Crossings (Final Plat)



Project Details

Zoning Case-PLH20-0066/PLH20-0028 Hudson Crossings

6.39 Acres

43 Single Family Units

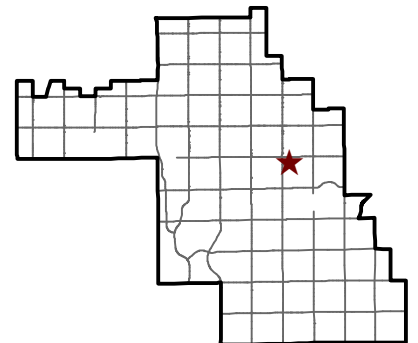


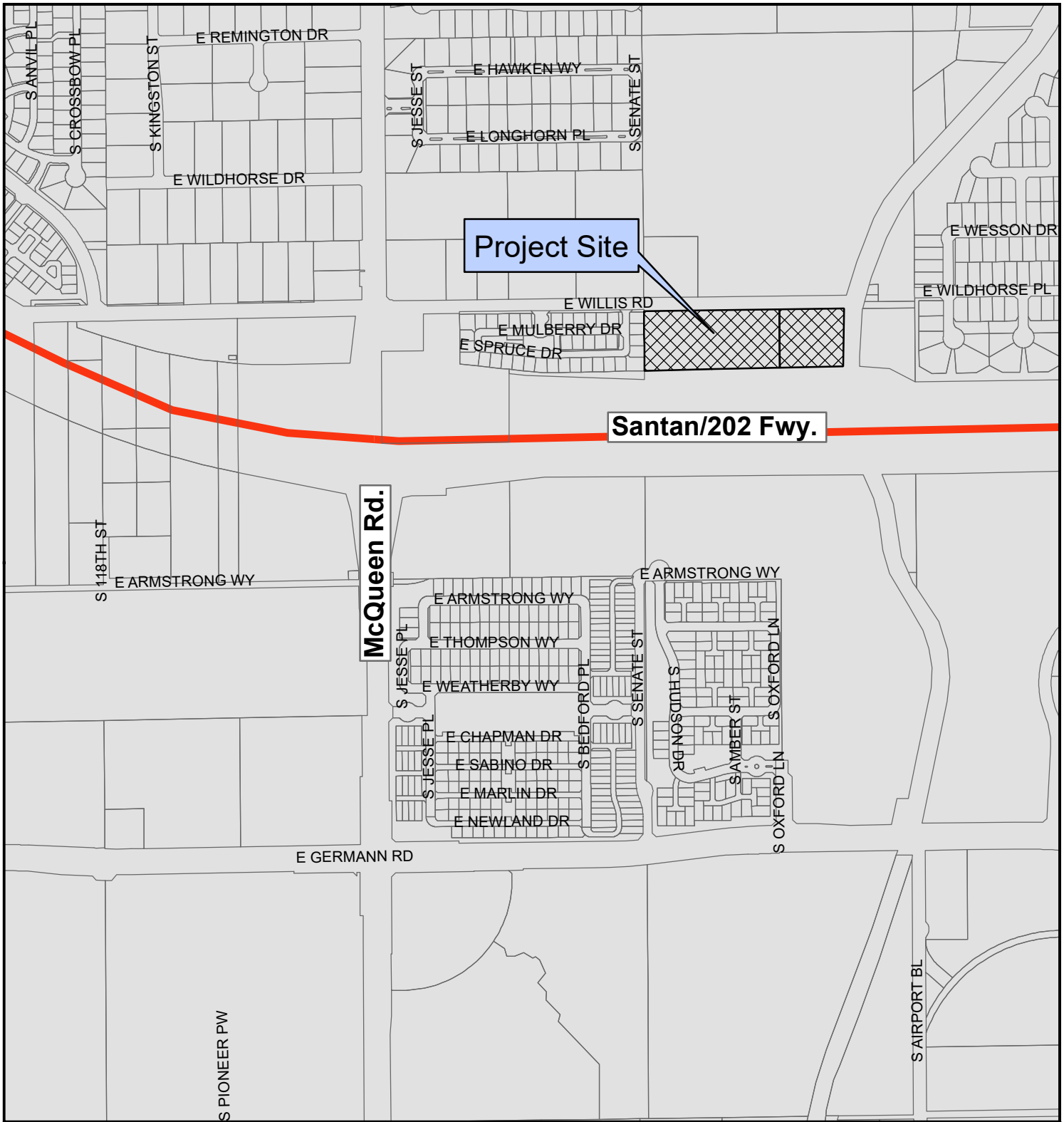
City of Chandler Planning Division

chandleraz.gov/planning

For more information visit:

<https://gis.chandleraz.gov/planning>





PLT21-0024 Hudson Crossings (Final Plat)

Project Details

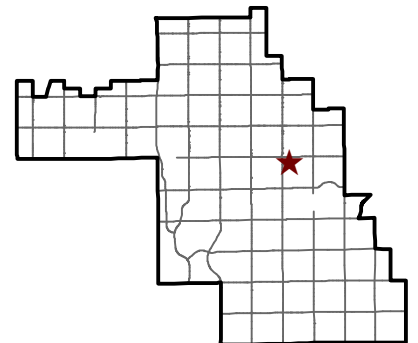
Zoning Case-PLH20-0066/PLH20-0028 Hudson Crossings

6.39 Acres

43 Single Family Units



City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
<https://gis.chandleraz.gov/planning>





City Council Memorandum Economic Development Memo No. ED22-010

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Economic Development Director

From: Edyie McCall, Economic Development Manager
Subject: Resolution No. 5551, authorizing support for a Foreign Trade Zone application for Rinchem Company, Inc.; authorizing the execution of an Intergovernmental Agreement between the City of Chandler and the City of Phoenix; and authorizing the Mayor to sign the Resolution and related documents as approved by the City Attorney.

Proposed Motion:

Move City Council approve Resolution No. 5551, authorizing support for a Foreign Trade Zone Application for the Rinchem Company, Inc., distribution warehouse located at 6805 W. Morelos Place; authorizing the execution of an Intergovernmental Agreement between the City of Chandler and the City of Phoenix; and authorizing the Mayor to sign the Resolution and related documents as approved by the City Attorney.

Background:

Rinchem is a chemical management solutions provider for high purity, pre-packaged chemicals and gases. The company operates a distribution warehouse at 6805 W. Morelos Place in Chandler. To maintain global competitiveness, Rinchem contacted the City's Economic Development Division staff requesting support for a Foreign Trade Zone (FTZ) at the 6805 W. Morelos Place distribution warehouse facility. Rinchem employs 80 employees at the Chandler location and the operation supports local suppliers and service providers.

The FTZ status would allow Rinchem to take advantage of the import/export duty reduction for companies located in an active FTZ and realize administrative and

customs cost savings as well as take advantage of global supply chain efficiencies inherent to the FTZ program. While Arizona state law also allows properties in an active FTZ to obtain a reduction in property tax assessed valuation from 17.5% to 5%. Rinchem has agreed to not pursue or claim this beneficial tax treatment for its existing facility or any new buildings and equipment at the location. Therefore, support of the FTZ designation has no direct fiscal impact to the City or other area taxing jurisdictions (e.g. school districts).

The City of Phoenix holds the authority to establish new FTZ designations for certain areas in the greater metropolitan region. If City Council approves this resolution with authorization to enter into an intergovernmental agreement with the City of Phoenix at a future date, the Phoenix City Council will then need to authorize Rinchem's application for a permanent Foreign Trade Zone. The Foreign Trade Zone application will then move on to the federal Foreign Trade Zones Board in Washington, D.C., for review and approval.

There are currently three companies with Foreign Trade Zones in the City of Chandler: Intel, Avnet and Viavi. If Rinchem receives an FTZ designation, the company will be able to participate in international trade more effectively due to the lower duty rates and administrative costs associated with FTZ status. The City would also benefit from Rinchem's trade activities, which support jobs at the company and other local suppliers and service providers in Chandler.

Financial Implications:

There are no financial implications to the City of Chandler.

Attachments

Resolution 5551

Rinchem Notice of Intention to Apply for FTZ Status

Intergovernmental Agreement

Rinchem Legal Description

RESOLUTION NO. 5551

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING SUPPORT FOR A FOREIGN TRADE ZONE APPLICATION FOR THE RINCHEM DISTRIBUTION FACILITY LOCATED AT 6805 W. MORELOS PLACE; AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE CITY OF PHOENIX.

WHEREAS, Rinchem Company, Inc. ("Rinchem") is a chemical management solutions provider for high purity, pre-packaged chemicals and gases distributor, and owns and operates a distribution facility at 6805 W. Morelos Place, Chandler, Arizona ("Site"); and

WHEREAS, without receiving Foreign Trade Zone ("FTZ") designation for its distribution facility, Rinchem is put at a competitive disadvantage, which is detrimental to the economy of the City of Chandler, as well as the State of Arizona; and

WHEREAS, Chandler desires to support Rinchem in applying for FTZ Operator status at the Site under FTZ No. 75, provided that Rinchem agrees to not pursue classification of any real or personal property at the Site as Class 6 to receive the beneficial state tax treatment available to an activated FTZ Operator; and

WHEREAS, Rinchem is agreeable to such limitation on state tax treatment; and

WHEREAS, the City of Phoenix ("Phoenix") has received a grant from the federal Foreign-Trade Zones Board to establish Foreign Trade Zone No. 75 and Chandler does not have any such grant of authority; and

WHEREAS, Phoenix is willing to submit an application to the Foreign-Trade Zones Board on behalf of Rinchem for the property at the Site to be established, operated and maintained as a foreign-trade zone usage driven site;

WHEREAS, state law authorizes Chandler and Phoenix to enter into an Intergovernmental Agreement memorializing their agreement to work together to establish a FTZ designation for the Rinchem facility.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. The Mayor and City Council of the City of Chandler, Arizona, does support a Foreign Trade Zone designation for the Rinchem distribution facility located at 6805 W. Morelos Place.

Section 2. The Mayor and City Council of the City of Chandler, Arizona, does support Rinchem's application for FTZ Operator status under FTZ No. 75.

Section 3. The Mayor is authorized to execute an Intergovernmental Agreement between Chandler and Phoenix in substantially the form attached as Exhibit "A" and approved as to form by the Chandler City Attorney.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5551 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Exhibit "A"

Intergovernmental Agreement between the City of Chandler, Arizona and
the City of Phoenix, Arizona to Establish Rinchem Company, Inc. within Foreign Trade Zone



January 24, 2022

Via email:

Mr. Micah Miranda
Economic Development Director
City of Chandler, Economic Development Division
175 S. Arizona Avenue
Chandler, AZ 85225

micah.miranda@chandleraz.gov
edyie.mccall@chandleraz.gov

Re: Rinchem Company Inc. Notice of Intention to Apply for FTZ Status
Parcels 501-38-985 & 501-38-986

Dear Mr. Miranda:

This letter is to formally notify the City of Chandler that Rinchem Company Inc ("Rinchem") intends to apply for FTZ Operator status at its facility located at 6805 W Morelos Pl. Chandler, AZ 85226, in the city of Chandler, Maricopa County, in the state of Arizona. Rinchem is working with the Grantee of FTZ No. 75, City of Phoenix, on this endeavor.

We plan to obtain FTZ status for this facility and operate the facility under zone procedures. Use of zone procedures will help our distribution operations to support specialize distribution of gas and chemicals to manufacturing activities of our clients in the area under FTZ procedures allowing their international competitiveness by allowing the company to realize administrative and customs cost savings as well as take advantage of global supply chain efficiencies inherent to the FTZ program. Rinchem employs 60 employees and our operation supports local suppliers and service providers.

We understand that the City of Chandler must file a resolution in support of Rinchem's request to the Grantee of FTZ No. 75, City of Phoenix. Rinchem wishes to proceed with its FTZ Project in the most expeditious manner as possible.

Rinchem confirms that it **will not pursue or claim the beneficial** property tax treatment available for new buildings and equipment as Class 6.

Your attention to expedite your confirmation of support would be greatly appreciated. Please feel free to contact me at (505) 998-4128 or Sandi Privett (sprivett@rinchem.com) should you have any questions concerning the above.

Sincerely,

Sandi Privett
Director of Sales Operations & Risk Management
Rinchem Company Inc.
5131 Masthead St NE, Albuquerque, NM 87109
Mobile: (505) – 239-0193

cc: Arcelio V Gerardo, FTZ World Services, LLC
Denise Yanez, City of Phoenix, FTZ No. 75

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF CHANDLER, ARIZONA
AND
THE CITY OF PHOENIX, ARIZONA
TO ESTABLISH RINCHEM COMPANY INC. WITHIN FOREIGN TRADE ZONE**

This Intergovernmental Agreement is entered into this ____ day of _____, 2022 by and between the City of Chandler, Arizona, a municipal corporation ("Chandler") and the City of Phoenix, Arizona, a municipal corporation ("Phoenix").

I. RECITALS:

A. Pursuant to A.R.S. §11-952, as amended, Chandler is empowered to enter into this intergovernmental agreement and has, by resolution, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, authorized the undersigned to execute this Agreement on behalf of Chandler.

B. Pursuant to A.R.S. §11-952, as amended, Phoenix is empowered to enter into this intergovernmental agreement and has, by ordinance, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, authorized the undersigned to execute this Agreement on behalf of Phoenix.

C. Phoenix has received a Grant (Board Order 185, dated March 25, 1982) from the Foreign-Trade Zones Board (the "Board") to establish FTZ No. 75, and the alternative site framework format for FTZ No. 75 was approved by the Board in a notice published on October 20, 2010 in 75 Fed. Reg. 64708.

D. Chandler does not have a grant of authority to establish a Foreign-Trade Zone.

E. Rinchem Company Inc. ("Rinchem") operates a distribution facility on certain real property within the City of Chandler located at 6805 W. Morelos Place (the "Site") and desires to have the Site designated as a subzone (the "Zone Site"). The Site, is legally described on Exhibit C attached hereto, is utilized as a distribution facility. Rinchem seeks the benefit of import/export duty reduction afforded businesses located within the FTZ. Rinchem agrees not to pursue or claim the beneficial tax treatment for existing or new facilities located on the Site as afforded by Arizona law.

F. Chandler desires to assist Rinchem in obtaining approval from the Board to establish, operate and maintain a subzone site at the Zone Site.

G. Phoenix is willing to submit an application to the Board on behalf of Rinchem (the "Application") for a minor boundary modification to establish, operate and maintain a subzone at the Zone Site to demonstrate its interest in a cooperative regional effort to encourage the retention and expansion of business in the greater metropolitan area.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained and described herein, the parties agree as follows:

II. AGREEMENTS:

1. PURPOSE

1.1 The purpose of this Agreement is to memorialize Chandler's and Phoenix's agreement to work together to assist Rinchem in its efforts to obtain subzone status for the Zone Site and to assure Phoenix that the establishment, operation and maintenance of a subzone status at the Zone Site, including any unsuccessful efforts made in respect thereto, shall be accomplished without any cost or liability whatsoever to Chandler or Phoenix.

2. CHANDLER'S RESPONSIBILITIES

2.1 To facilitate the negotiation and execution of a Foreign-Trade Zone Operations Agreement ("Operating Agreement"), if any, between the City of Phoenix and Rinchem.

2.2 To support the Application process.

2.3 To notify Phoenix if Chandler desires that Phoenix enforce its right to terminate the Operating Agreement, after notice and a 30-day cure period, if Rinchem, without prior approval of Chandler, in breach of the Operating Agreement, either seeks and/or obtains property tax classification under Arizona Revised Statutes § 42-12006(2) for real or personal property at the Zone Site.

2.4 To take all action requested by Phoenix related to the enforcement of the provisions referred to in Section 2.3, above, and to indemnify, defend and hold Phoenix, its departments, agents, officers or employees harmless from and against any loss, expense, damage or claim resulting from or arising out of the performance or enforcement of the provision in the Operating Agreement required under Section 3.4 below.

3. PHOENIX'S RESPONSIBILITIES

3.1 To conduct its operations in good faith with Rinchem.

3.2 After filing the Application for the Site, to enter into an Operating Agreement with Rinchem for the operation of the Zone Site.

3.3 To provide in the Operating Agreement that Rinchem must be responsible for all costs related to the Zone Site that are incurred by Phoenix and/or Chandler.

3.4 To provide in the Operating Agreement that Phoenix may terminate the Operating Agreement if Phoenix is advised by Chandler that Rinchem has sought and/or obtained property tax classification under A.R.S. § 42-12006(A)(2).

4. ADDITIONAL AGREEMENTS

4.1 The Parties acknowledge that 15 C.F.R §400.49 provides for monitoring and reviews of foreign trade zone operations and activity. Section 400.49(c) provides that the Board or the Commerce Department's Assistant Secretary for Import Administration may restrict or prohibit zone activity that it finds is no longer in the public interest and, pursuant to 14 C.F.R. § 400.61, the Board has the authority to revoke a grant of authority to operate a zone, for cause.

4.2 Chandler and Rinchem have determined that if Rinchem seeks and obtains property tax classification under the Reclassification Statute in breach of the FTZ Agreement, such action would be detrimental to the public interest.

5. INDEMNIFICATION

5.1 To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this Agreement.

5.2 Each party, in all instances, shall be indemnified against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this Agreement by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

6. DURATION

6.1 Term. The term of this Agreement shall begin on the date executed and approved by both parties and shall remain in effect for the same term as the Operating Agreement, unless terminated sooner pursuant to the terms of this Agreement.

7. GENERAL PROVISIONS

7.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

7.2 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, 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 subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its 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). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its 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.

7.3 Notices. All notices, demands and communications given or to be given, by either party to the other, shall be given in writing, by certified mail, and shall be addressed to the parties at the addresses hereinafter set forth, or at such other address as the parties may by written notice hereafter designate. All notices shall be deemed received upon actual receipt or three (3) business days after deposit in the United States mail, whichever date is earlier. Notices shall be addressed as follows:

Phoenix: Director
 Community and Economic Development Department
 200 West Washington Street, 20th Floor
 Phoenix, Arizona 85003-1611

and

 City Clerk
 City of Phoenix
 200 West Washington Street, 15th Floor
 Phoenix, Arizona 85003-1611

Chandler: City Manager
 City of Chandler
 P.O. Box 4008, Mail Stop 605
 Chandler, Arizona 85244-4008

and

 Chandler City Attorney's Office
 P.O. Box 4008, Mail Stop 602
 Chandler, Arizona 85244-4008
 Attention: City Attorney

7.4 Construction. Paragraph headings and captions appearing with this Agreement are for convenient reference only and in no respect define, limit or describe the scope or intent of this Agreement or the provisions of such sections.

7.5 Binding Effect. All terms, provisions and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

7.6 Severability. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

7.7 Governing Law. This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance.

7.8 Modification. This Agreement may be modified only by mutual written agreement of the parties.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOR CHANDLER:

FOR PHOENIX:

JEFF BARTON, CITY MANAGER

By: Kevin Hartke
Its: Mayor

By: Christine Mackay
Its: Community and Economic
Development Director

Date: _____

Date: _____

ATTEST:

City Clerk

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge that (1) they have reviewed the above Agreement on behalf of their respective client(s) and (2) as to their respective client(s) only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City Attorney, City of Chandler



City Attorney, City of Phoenix

Date: _____

Date: _____

Draft IGA Chandler
Rinchem FTZ Dated 2-24-2022 (scrubbed)

Exhibit A

[INSERT CHANDLER RESOLUTION]

Exhibit B

[INSERT PHOENIX RESOLUTION]

RESOLUTION 21870

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT ALL FUTURE APPLICATIONS TO THE FOREIGN-TRADE ZONE BOARD OF THE U.S. DEPARTMENT OF COMMERCE TO STREAMLINE THE FOREIGN-TRADE ZONE APPLICATION PROCESS AND PROVIDE A MORE EFFICIENT DELIVERY OF SERVICE FOR APPLICANTS NOT REQUESTING PROPERTY TAX RECLASSIFICATION FOR FOREIGN-TRADE ZONE PROPERTY LOCATED WITHIN THE CITY OF PHOENIX; FURTHER AUTHORIZING TO ENTER INTO FOREIGN-TRADE ZONE OPERATIONS AGREEMENTS AND ANY OTHER NECESSARY DOCUMENTATION WITH FUTURE APPLICANTS; AND FURTHER AUTHORIZING THE CITY TREASURER TO ACCEPT FUNDS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as

follows:

SECTION 1. That the City Manager or his designee is hereby authorized on behalf of the City of Phoenix, as Grantee of Foreign Trade Zone (FTZ) No. 75, to submit all future applications to the Foreign-Trade Zone Board of the U.S. Department of Commerce to streamline the FTZ application process and provide a more efficient delivery of service for applicants not requesting property tax reclassification for FTZ property located within the City of Phoenix. If property tax reclassification for activated FTZ pursuant to Arizona law (A.R.S. 42-12006) is requested for any site within the City

of Phoenix boundaries, a request will be placed on a City Council meeting agenda for consideration and authorization. Each new contract term will be 20 years unless the FTZ designation terminates sooner.

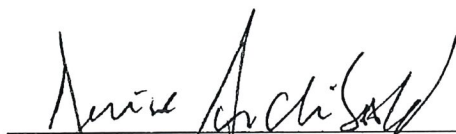
SECTION 2. That the City Manager or his designee is hereby authorized to enter into a FTZ Operations Agreement (Agreement), and any other necessary agreements or documents with future applicants.

SECTION 3. The City Treasurer is authorized to accept funds for the purposes of this Ordinance.

PASSED by the Council of the City of Phoenix this 21st day of October, 2020.

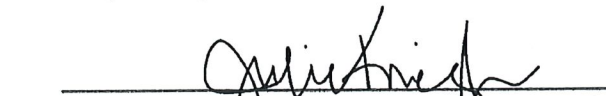

MAYOR

ATTEST:


Denise Archibald, City Clerk



APPROVED AS TO FORM:
Cris Meyer, City Attorney


BY: Julie Kriegh (Oct 16, 2020 15:41 PDT)
Julie Kriegh, Chief Assistant City Attorney


DRL

REVIEWED BY:


Ed Zuercher, City Manager

DRL:rb:LF20-2376:10/21/20:2214952_1

Exhibit C

[INSERT LEGAL DESCRIPTION]



Professional
Services, LLC

Civil Engineering
Land Surveying
Project Management



www.deipro.com

NOVEMBER 9, 2006
JOB NO. 06119

LEGAL DESCRIPTION
RYAN-CHANDLER BUSINESS PARK 3
PROPOSED LOT 3

A PARCEL OF LAND LOCATED WITHIN A PORTION OF LOT 2 OF THE RYAN-CHANDLER BUSINESS PARK UNIT 2, A MINOR LAND DIVISION, ACCORDING TO BOOK 703, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA, AND LOTS 6 AND 7 OF THE RYAN-CHANDLER BUSINESS PARK UNIT 1, ACCORDING TO BOOK 580 OF MAPS, PAGE 43, AND AFFIDAVIT OF CORRECTIONS RECORDED IN DOCUMENT NO. 02-293559 AND NO. 02-362118, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Unofficial Document

COMMENCING AT SOUTH QUARTER CORNER OF SAID SECTION 33, BEING A 1 INCH IRON PIPE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 33, BEING A 5/8 INCH REBAR, BEARS SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST, A DISTANCE OF 2655.08 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 783.02 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST, DEPARTING SAID LINE, A DISTANCE OF 261.23 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF LOT 6, ACCORDING TO BOOK 580 OF MAPS, PAGE 43, AND AFFIDAVIT OF CORRECTIONS RECORDED IN DOCUMENT NO. 02-293559 AND NO. 02-362118, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF THE ARIZONA DEPARTMENT OF TRANSPORTATION, PER DOCKET NUMBER 91-573086 AND DOCKET NUMBER 02-495176, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN;

THENCE SOUTH 39 DEGREES 51 MINUTES 44 SECONDS WEST, CONTINUING ALONG SAID LINE, A DISTANCE OF 177.22 FEET;

THENCE SOUTH 63 DEGREES 37 MINUTES 54 SECONDS WEST, CONTINUING ALONG SAID LINE, A DISTANCE OF 113.10 FEET TO THE SOUTHEASTERLY BOUNDARY LINE OF LOT 6, ACCORDING TO BOOK 580 OF MAPS, PAGE 43, AND AFFIDAVIT OF CORRECTIONS RECORDED IN DOCUMENT NO. 02-293559 AND NO. 02-362118, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 641.80 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST, DEPARTING SAID LINE, A DISTANCE OF 592.63 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF MORELOS PLACE PER BOOK 580, PAGE 43, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 81 DEGREES 14 MINUTES 44 SECONDS EAST, ALONG SAID RIGHT OF WAY THE FOLLOWING FIVE COURSES, A DISTANCE OF 90.29 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 670.00 FEET;

THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11 DEGREES 23 MINUTES 17 SECONDS, A DISTANCE OF 133.17 FEET;

THENCE SOUTH 87 DEGREES 22 MINUTES 00 SECONDS EAST, A DISTANCE OF 201.14 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 10.00 FEET;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55 DEGREES 09 MINUTES 00 SECONDS, A DISTANCE OF 9.63 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 60.00 FEET;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 55 DEGREES 08 MINUTES 56 SECONDS, A DISTANCE OF 57.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS SOUTH 87 DEGREES 21 MINUTES 56 SECONDS EAST, A DISTANCE OF 137.13 FEET;

THENCE SOUTHEASTERLY, DEPARTING SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52 DEGREES 51 MINUTES 18 SECONDS, A DISTANCE OF 126.50 FEET;

THENCE SOUTH 50 DEGREES 13 MINUTES 13 SECONDS EAST, A DISTANCE OF 427.59 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN.

CONTAINING 404,145.4582 SQUARE FEET OR 9.2779 ACRES, MORE OR LESS.



J:\Projects\06119\LEGAL_DESCRIPTIONS\06119_LOT-3_11-09-06.DOC



City Council Memorandum Economic Development Memo No. N/A

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Economic Development Director
From: Kimberly Janes, Tourism Program Manager
Subject: Agreement No. ED2-918-4422, with 2060 Digital, for Digital Marketing Services

Proposed Motion:

Move that City Council approve Agreement No. ED2-918-4422, with 2060 Digital, for digital marketing services, in an amount not to exceed \$400,000, for the period of one year, beginning March 1, 2022, through February 20, 2023, with the option of up to four additional one-year extensions.

Background/Discussion:

Various City departments use social media and digital marketing to reach visitors, businesses, and residents. Previously, departments have contracted for these digital marketing services on an ad-hoc basis with individual departmental contracts. This agreement provides City departments with access to a centralized vendor, on an as-needed basis, that can develop and implement digital marketing campaigns through the City's Economic Development and Communications and Public Affairs (CAPA) departments.

This contract includes digital marketing services for the City's tourism program, Visit Chandler, and seasonal digital campaigns will be launched in support of the City's tourism division to drive traffic to www.VisitChandler.com in the amount of \$45,000.00 from the Maricopa County Prop 302 Tourism Grant. Subsequent campaigns will have their own unique contract and the timing, duration and budget for these projects will be agreed upon between the designated department contact for Economic Development or CAPA and the Contractor on an as-needed basis, contingent upon availability of budgeted funds.

The term of the contract is March 1, 2022, through February 28, 2023, with the option of up to four (4) one-year extensions.

Evaluation:

On October 25, 2021, City staff issued Request for Proposal No. ED2-918-4422 for digital marketing services. Notification was sent to all registered vendors. Twelve proposals were received from the following offerors:

3D Management and Consulting
2060 Digital
Audacity Media
Commit Agency
Madden Preprint Media
National CineMedia
Simpleview
Paula Pedene and Associates
Speak Creative
Spotlight Media Services
We the People Consulting
White Tie Productions

The Evaluation Committee evaluated the proposals and recommends award to 2060 Digital, who submitted the most advantageous offer to the City in accordance with the evaluation criteria.

Financial Implications:

The initial Visit Chandler seasonal campaigns will be launched in support of the City's tourism division in the amount of \$45,000.00 from the Maricopa County Prop 302 Tourism Grant (217.1580.5219.3ED001). The remaining amount of \$355,000 may be used by departments for ad-hoc digital marketing campaigns they identify throughout the fiscal year funded from their existing budgets. The overall contract amount of \$400,000 is a not-to-exceed figure, with individual projects occurring throughout the City on an as-needed basis.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
217.1580.5219.0.3ED001.0	Grants	Prop 302 Tourism Grant	\$45,000	N

Attachments

Agreement



City Clerk Document No. _____

City Council Meeting Date: February 24, 2022

**CITY OF CHANDLER SERVICES AGREEMENT
DIGITAL MARKETING SERVICES
CITY OF CHANDLER AGREEMENT NO. ED2-918-4422**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and 2060 Digital, LLC, a Delaware limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

- A. City proposes to enter an agreement for digital marketing services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services

furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

The term of the Agreement is one year, and begins on March 1, 2022 and ends on February 28, 2023 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$400,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in

subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is

appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

For the Contractor

Name: Christina Pryor
 Title: Purchasing Manager
 Address: 175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225
 Phone: 480-782-2403
 Email: christina.pryor@chandleraz.gov

Name: Joseph Broderick
 Title: Digital Sales Manager
 Address: 1100 North 52nd Street
Phoenix, AZ 85008
 Phone: 602-629-8761
 Email: jbroderick@hbi.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of

the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the

full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, 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, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event

the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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 thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Steve Goldstein

Its: Steve Goldstein, Senior Vice President &
General Manager of 2060 Digital, LLC

APPROVED AS TO FORM:

By: _____
City Attorney



ATTEST:

By: _____
City Clerk

EXHIBIT A

SCOPE OF SERVICES

The Contractor will work with City staff to develop and implement digital marketing campaigns. Campaigns may be ongoing and continuous or one-time. In general, the Contractor will:

Work with assigned staff to collaborate on a digital strategy to develop, execute and track results against the City of Chandler and Tourism Strategic Plans, based on department needs.

Produce creative with strong and attainable recommendations for consideration. Develop approved digital advertising elements to deploy on behalf of the City of Chandler and City departments such as Visit Chandler and Communications and Public Affairs. Make use of City of Chandler b-roll, edited videos, photos and graphic elements in campaigns.

Develop digital campaigns for each target market and provide insights on emerging trends and new media to continually evolve and reach target audience.

Provide regular reporting to include a mid-campaign and end of campaign wrap-up report, including screenshots of all assets, executive summary of key takeaways that include qualitative and quantitative results mapping to larger objectives and dashboard of goal performance.

Visit Chandler

The Contractor will provide digital marketing services in support the City's Tourism Division for the following campaigns.

Visit Chandler Seasonal Campaigns - Develop digital campaign to drive traffic to www.VisitChandler.com or pre-determined landing page(s) targeting preferred target markets (leisure travel, business travelers and meeting/event professionals) utilizing email campaigns, digital banners, social media ads, etc.

VAI Grant Campaign – This secondary campaign builds on the FY2022 campaign will be developed to expand reach. This campaign will focus on promoting Chandler as a meetings destination, connecting with business travelers, and targeting leisure travel for summer and shoulder season travel, but go beyond the annual campaign. This campaign would launch immediately following contract award and continue through 2023. This campaign should include display ads and retargeting.

Economic Development Campaigns - Provide digital marketing services in support of the Economic Development Department on an as-needed basis. The timing, duration and budget for these and similar projects will be agreed upon between the City and the Contractor.

Communications and Public Affairs (CAPA)

The Contractor will provide digital marketing services in support of City departments on an as-needed basis through the City's Communications and Public Affairs (CAPA) Department. The timing, duration and budget for these and similar projects will be agreed upon between the City and the Contractor. The following examples are representative of some of the digital

marketing needs for CAPA.

- Water Conservation
- Digital Platforms and Content
- Events And Programs
- Municipal Services and Elections

Additional Services

The Contractor may provide other related services upon request from the City.

EXHIBIT B
COMPENSATION AND FEES

The City and the Contractor will agree to a budget for each campaign. The Contractor's fees for campaign management, creative development and reporting for each campaign shall not exceed 33% of any campaign's budget.

EXHIBIT C TO AGREEMENT INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City 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 possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, 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.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* 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 deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 - 1. The Contractor's insurance must contain broad form contractual liability coverage.
 - 2. The Contractor'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 shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 - 3. The Contractor'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.
 - 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 - 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the

Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

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 Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

NONE



City Council Memorandum Fire Memo No.

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Thomas Dwiggins, Fire Chief
From: Stacy Meendering, Fire Accreditation & Data Coordinator
Subject: Final Adoption of Ordinance No. 4994 Amending The Code of The City of Chandler, Chapter 28, Fire Prevention, By Repealing and Replacing Chapter 28 in its Entirety; Providing for the Repeal of Conflicting Ordinances; and Providing for Severability and Establishing an Effective Date

Proposed Motion:

Move that City Council approve final adoption of Ordinance No. 4994 amending Chapter 28 of the Code of the City of Chandler, by repealing and replacing Chapter 28 in its entirety, and adopting the 2021 edition of the International Fire Code with local amendments.

Background:

The City of Chandler adopts model codes, with some local amendments, to govern construction, remodeling, renovation and maintenance of structures within the City. These codes provide a base level of safety for the occupants of buildings constructed in the City of Chandler.

The model codes are developed and published by the International Code Council (ICC) and the National Fire Protection Association (NFPA) and are adopted by most jurisdictions in the United States of America and internationally. These codes are developed in a public process that includes the participation of many technical experts, regulators, and affected organizations. The codes are updated continuously through committees and public hearings to keep abreast of research on building performance and advances in technology. New editions are published on a three-year cycle and the City previously adopted its current versions of the ICC and NFPA codes in 2018.

The 2021 code updates reflect advances in building safety technology and conformance with State regulations. Details are contained in the attached summary of changes.

This ordinance was introduced and tentatively adopted at the February 10, 2022, City Council meeting.

Discussion:

Staff recommends City Council approve final adoption of Ordinance No. 4994; originally introduced before City Council on February 7, 2022, amending Chapter 28 of the Code of the City of Chandler, by repealing and replacing Chapter 28 in its entirety, and adopting the 2021 edition of the International Fire Code with local amendments.

Financial Implications:

Cost:	N/A
Savings:	N/A
Long Term Costs:	N/A

Attachments

Ordinance No. 4994
Change Summary_Updated

ORDINANCE NO. 4994

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THE DOCUMENTS KNOWN AS THE “INTERNATIONAL FIRE CODE, 2021 EDITION,” AND “2021 AMENDMENTS TO CHAPTER 28, FIRE PREVENTION,” AS PUBLIC RECORDS; AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 28, FIRE PREVENTION, BY REPEALING THE INTERNATIONAL FIRE CODE, 2018 EDITION, BY ADOPTING THE 2021 INTERNATIONAL FIRE CODE, AND BY AMENDING AND CLARIFYING THE EXCEPTION PROVISIONS TO THE CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 28 of the Code of the City of Chandler provides that the City of Chandler, Arizona has adopted the 2018 edition of the International Fire Code, subject to specified amendments thereto as set forth in Chapter 28 of the Code of the City of Chandler; and

WHEREAS, the City of Chandler Fire Department believes it to be prudent to adopt the 2021 edition of the International Fire Code and to clarify and amend the provisions to the International Fire Code that are presently set forth in Chapter 28 of the Code of the City of Chandler; and

WHEREAS, the City of Chandler believes it to be prudent to adopt the updated editions of certain codes related to fire prevention previously adopted by reference and to otherwise update the provisions set forth in Chapter 28, Code of the City of Chandler.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona as follows:

SECTION 1: That certain document known as the “International Fire Code, 2021 edition,” one (1) paper copy and one (1) electronic copy, which shall remain on file in the office of the City Clerk, and is hereby adopted by reference, with the additions, insertions, deletions, and changes set forth herein and is hereby declared to be a public record.

SECTION 2: That certain document known as the “2021 Amendments to Chapter 28, Fire Prevention,” one (1) paper copy and (1) electronic copy, which shall remain on file in the office of the City Clerk, is hereby adopted by reference with the additions, insertions, deletions, and changes set forth herein and is hereby declared to be a public record.

SECTION 3: That Chapter 28, Fire Prevention, is hereby amended by repealing the 2018 International Fire Code, and by adopting 2021 International Fire Code, and by adopting the “2021 Amendments to Chapter 28, Fire Prevention.”

SECTION 4: Providing for Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby repealed.

SECTION 5: Providing for Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6: Providing for an Effective Date. That the 2021 International Fire Code, and the 2021 Amendments to Chapter 28, Fire Prevention of the Code of the City of Chandler as adopted herein are effective July 1, 2022.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this ____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4994 duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY 

Published in the Arizona Republic on:

2021 Amendments to Chapter 28, Fire Prevention
{Public Record for Ordinance No. 4994}

The Chandler City Code Chapter 28, Fire Prevention, is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

Chapter 28 – FIRE PREVENTION

28-1. - International Fire Code adopted.

The City Council of Chandler adopts by reference the International Fire Code, ~~2018~~ **2021** edition and incorporates it herein as if fully set out in this Chapter 28 with the additions, insertions, deletions, and changes set forth herein. The term "code" without further description when used in the portions of the International Fire Code which are not amended and in this Chapter 28 shall mean the ~~2018~~ **2021** edition of the International Fire Code as amended herein by the additions, insertions, deletions, and changes set forth and adopted herein. Whenever the code refers to other publications of the International Code Council, including, but not limited to, the International Building Code, which have been adopted by the City, such references shall be to the version of the publications as amended by the City.

28-2. – Jurisdiction.

Section 101.1 of the code is hereby deleted in its entirety and replaced by a new Section 101.1 and Section 101.1.1 to read as follows:

101.1 Title. These regulations shall be known as the City of Chandler Fire Code, hereinafter referred as this or the "code." The terms "City" and "City of Chandler" are used interchangeably in this code.

101.1.1 Assuming jurisdiction of fire prevention standards. Pursuant to Arizona Revised Statutes (A.R.S.) § 37.1383(A)(5), the City of Chandler, having in effect a nationally recognized Fire Code, does hereby assume jurisdiction from the State Fire Safety Committee for prescribing and enforcing fire prevention standards throughout the City of Chandler. Such standards shall not supersede or exempt state or county owned and operated buildings and public schools from the State Fire Safety Committee's established fire prevention standards.

28-3. – Appointment of fire code official.

Section 103.2 of the code is hereby deleted in its entirety and replaced with a new Section 103.2 to read as follows:

103.2 Appointment. The City Fire Chief has designated and appointed the City Fire Marshal to act as the fire code official.

28-4. – Permits required.

Section ~~105.1.1~~ of the code is hereby deleted in its entirety and replaced with a new Section 105.1.1 to read as follows:

105.1.1 Permits required. Permits required by this code shall be obtained from the fire code official prior to engaging in any of the activities, operations, practices, or functions requiring a permit. Permit fees, if any, shall be adopted by the City by resolution and shall be paid prior to issuance of the permit.

28-5. – Hazardous materials.

Section ~~105.6.21~~ **105.5.22** of the code is hereby deleted in its entirety and replaced with a new Section ~~105.6.21~~ **105.5.22** to read as follows:

~~105.6.21~~ **105.5.22** Hazardous materials. An operational permit is required to store, transport on site, dispense, use, or handle hazardous materials ~~in excess of~~ **MORE THAN** the amounts listed in Table **105.5.22** ~~105.6.20~~. The Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) to be submitted in conjunction with the operating permit shall be updated and submitted to the fire code official for approval annually.

28-6. – Open burning.

Section ~~105.6.32~~ **105.5.34** of the code is hereby deleted in its entirety and replaced with a new Section ~~105.6.32~~ **105.5.34** to read as follows:

~~105.6.32~~ **105.5.34** Open burning. An operational permit is required for the kindling or maintenance of an open fire or a fire on any public street, alley, road or other public or private ground. Instructions and stipulations of the permit shall be adhered to.

Exception: Recreational fires.

28-7. – Fire protection equipment.

Section ~~105.6~~ **105.5** of the code is hereby further amended by adding a new section ~~105.6.51~~ **105.5.53** entitled "Fire protection equipment" to read as follows:

~~105.6.51.~~ **105.5.53** Fire protection equipment. An operational permit is required for any person, corporation, partnership, or other entity engaged in the primary business of selling, servicing, or installing portable fire extinguishers, fire alarms and fire detection equipment or fixed fire-extinguishing equipment within the City of Chandler.

28-8 – FIRE RE-INSPECTION FEE AND COUNCIL ACTION.

SECTION 107 OF THE CODE IS HEREBY AMENDED BY ADDING A NEW SECTION 107.7 ENTITLED "FIRE RE-INSPECTION FEE" AND A NEW SECTION 107.8 ENTITLED "COUNCIL ACTION" TO READ AS FOLLOWS:

107.7 FIRE RE-INSPECTION FEE. FACILITIES THAT ARE RE-INSPECTED TO ENSURE THAT A CODE VIOLATION HAS BEEN PROPERLY ADDRESSED MAY BE ASSESSED A RE-INSPECTION FEE. A RE-INSPECTION FEE MAY BE ASSESSED FOR THE SECOND RE-INSPECTION FOR THE SAME VIOLATION.

107.8 COUNCIL ACTION. ALL FEES IDENTIFIED IN THIS CODE SHALL BE ADOPTED BY THE CITY COUNCIL BY RESOLUTION.

28-8.28-9. – Self-inspection.

Section ~~407~~ **108** of the code is hereby amended by adding a new Section ~~407.5~~ **108.5** entitled "Self-inspection" to read as follows:

~~407.5~~ **108.5** Self-inspection. The fire code official is hereby authorized to establish procedures regarding inspections of business, commercial and industrial facilities within the City. Any owner or occupant of a business, commercial or industrial facility who fails to perform a self-inspection as requested by the fire code official in accordance with the procedures established may be charged the cost for the fire code official, or his/her designee, to perform such inspection.

28-9. 28-10. – ~~Board~~ MEANS of Appeals.

Sections ~~409.1~~ **111.1** and ~~409.3~~ **111.3** of the Code are hereby deleted in their entirety. Section ~~409.1~~ **111.1** is replaced with a new Section ~~409.1~~ **111.1** entitled "Appeals to Chandler Board of Appeals" to read as follows:

~~409.1~~ **111.1** *Appeals to Chandler Board of Appeals.* The Chandler Board of Appeals shall hear and decide appeals of orders, decisions, or determination made by the fire code official relative to the application and interpretation of this code.

28-10. 28-11. – ~~Enforcement and violations~~ VIOLATIONS.

Section ~~410.1~~ **112.1** of the code, shall be deleted in its entirety and replaced with a new Section ~~410.1~~ **112.1** to read as follows:

~~410.1~~ **112.1** Unlawful acts. It shall be unlawful for a person, firm, or corporation to erect, construct, alter, repair, remove, demolish, or utilize a building, occupancy, premises, or system regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code. Each day that a violation continues after notice of violation, in accordance with Section ~~410.3~~, **112.3** has been served shall be deemed a separate offense.

28-11. 28-12. – Civil and criminal penalties.

Sections ~~410.4~~ **112.4** and ~~410.4.1~~ **112.4 .1** of the code are hereby deleted in their entirety and the penalties and civil remedies are set forth below in Sections 28-24 and 28-27 of this Chapter.

~~28-12. — Fire re-inspection fee and Council action.~~

~~Section 106 of the code is hereby amended by adding a new Section 106.6 entitled "Fire re-inspection fee" and a new Section 106.7 entitled "Council action" to read as follows:~~

~~106.6 Fire re-inspection fee. Facilities that are re-inspected to ensure that a code violation has been properly addressed may be assessed a re-inspection fee. A re-inspection fee may be assessed for the second re-inspection for the same violation.~~

~~106.7 Council action. All fees identified in this code shall be adopted by the City Council by resolution.~~

28-13. – DEFINITIONS.

SECTION 202 GENERAL DEFINITIONS OF THE CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

GROUP I, INSTITUTIONAL.

SIX TO 10 PERSONS RECEIVING CUSTODIAL CARE. A FACILITY HOUSING NOT FEWER THAN SIX (6) AND NOT MORE THAN TEN (10) PERSONS RECEIVING CUSTODIAL CARE SHALL BE CLASSIFIED AS GROUP R-4.

RESIDENTIAL GROUP R-4. RESIDENTIAL GROUP R-4 SHALL INCLUDE BUILDINGS, STRUCTURES, OR PORTIONS THEROF FOR MORE THAN FIVE (5) BUT NOT MORE THAN TEN (10) PERSONS, EXCLUDING STAFF, WHO RESIDE ON A 24-HOUR BASIS IN A SUPERVISED RESIDENTIAL ENVIRONMENT AND RECEIVE CUSTODIAL CARE.

~~28-13.28-14. – Expense recovery.~~

Section 304 of the code is hereby amended by adding new Sections 304.4 entitled "Expense recovery" to read as follows:

304.4 Expense recovery. Any owner, operator, occupant, or other person responsible for property, who fails to correct a violation of Section 304 within fifteen (15) days of the fire code official issuing an order or notice which is served pursuant to the provisions of Section ~~409.3-112.3~~, shall be charged for any costs incurred by the City of Chandler in responding to any fire at the subject property while the violation continues to exist. The provisions of this Section are for the purpose of reimbursing the City of Chandler's costs and shall be in addition to any penalties that may apply. The fire code official shall keep or cause to be kept an itemized account of the expenses involved in responding to each fire, including personnel, equipment, and administrative costs, as well as the costs incurred by other fire departments responding to calls within the City of Chandler, due to City of Chandler fire crews being unavailable for service ~~as a result~~ **BECAUSE** of said fire. The collection and appeal provisions set forth in Section 108 and Chapter 26 of the Code of the City of Chandler, shall apply to this Section 304.4.

~~28-14.~~ 28-15. – Dimensions.

Section 503.2.1 of the code is hereby amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 15 feet (4572 mm).

~~28-15.~~ 28-16. – Premises identification.

Section 505.1 of the code is hereby deleted in its entirety and replaced with a new Section 505.1 to read as follows:

505.1 Address numbers. Approved numbers or addresses shall be placed on all new or existing buildings within the City in accordance with criteria specified in the latest version of the Street Naming and Addressing Procedures adopted by the City of Chandler. Properties annexed into the City shall display only a city-assigned premises identification number. Said number shall be permanently affixed to all premises within thirty (30) days of notification of the City of the new address. No building address shall be changed except in the manner prescribed in the City of Chandler Street Naming and Addressing Procedures.

~~28-16.~~ 28-17. – Emergency responder radio communication.

Section 510.1 and 510.4.1.2 of the code are hereby amended to read as follows:

510.1 Emergency responder radio communications. Buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. The requirements of this Section 510.1 shall apply to all buildings and structures located in the City that satisfy any of the following characteristics:

1. Buildings or structures that are more than three (3) stories above ground level;
2. Buildings or structures totaling forty-five thousand (45,000) square feet or more on any single floor;
3. Buildings or structures that include a basement or other subterranean space totaling two hundred fifty (250) square feet or more; or
4. Buildings or structures that the fire code official has determined to have been constructed in a manner or with materials likely to limit the ability of emergency response personnel to effectively use radio communication while within that building or structure.

Exception. The requirements set forth in this Section 510.1 shall not apply to the following:

1. U occupancies and R3 occupancies that are single family detached residences;

2. Buildings and structures utilizing only wood framing; and

3. Buildings and structures that are less than thirty-five (35) feet above ground level and do not utilize any metal framing or metal roofing.

510.4.1.2 Minimum signal strength out of the building. In keeping with applicable engineering practice specific to the architecture of the regional digital radio communications network, standardized Delivered Audio Quality (DAQ) measurements are specified to verify acceptable levels of signal strength exiting the building. **MINIMUM SIGNAL STRENGTH OUT OF THE BUILDING MUST MEET THE REQUIREMENTS OF THE RWC (REGIONAL WIRELESS COOPERATIVE) WORKING GROUP.**

~~28-17.~~ 28-18. – Fire extinguishing system installations.

Section 903 of the code is hereby amended by deleting Sections 903.2 through 903.2.10 in their entirety, reserving Section Number 903.2.10 and adding new Sections 903.2 through 903.2.9 to read as follows:

903.2 Where required. Subject to the exceptions set forth herein, approved automatic sprinkler systems shall be provided in the locations within the City described in this Section. Installation of fire sprinkler systems shall be performed by an Arizona licensed fire protection contractor.

Exceptions:

1) An automatic sprinkler system is not required for spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707, Fire Barriers, of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711, Floor and Roof Assemblies, of the International Building Code, or both.

2) An automatic sprinkler system is not required for buildings or structures which were constructed and in use prior to September 11, 1996, and for which a change in use or occupancy of any structure has not occurred as set forth in Section 102.3. Any change in use or occupancy of these buildings shall refer to the ~~2018~~ **2021** International Existing Building Code to determine if fire sprinklers will be required with the change.

3) In addition to the general authority granted to the fire code official pursuant to Section 104.9, the fire code official shall have discretion to exempt other facilities from automatic sprinkler system requirements where the size, intended use, and extent of use of the facility does not warrant the installation of fire sprinklers and

alternate methods to secure public safety are provided. Such other facilities may include, but are not limited to:

- (1) Enclosed structures which are less than three thousand (3,000) square feet in size, at least fifty (50) percent open on the sides and used to protect humans, animals, or property from the sun or elements.
- (2) Structures which are less than three hundred (300) square feet in size used to monitor access to a larger facility, site, or area.
- (3) Structures temporarily used for a period not to exceed two (2) years for onsite storage or maintenance purposes provided that the structure is not used for Group A, E, F, H or I occupancies.

903.2.1 Group A. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group A occupancies.

903.2.2 Group B. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group B occupancies.

903.2.3 Group E. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group E occupancies.

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group F occupancies.

903.2.5 Group H. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group H occupancies.

903.2.6 Group I. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group I occupancies.

903.2.7 Group M. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group M occupancies.

903.2.8 Group R. Subject to the exceptions set forth herein, an automatic sprinkler system shall be provided throughout all buildings and all portions of all Group R occupancies.

Exceptions:

1. An automatic sprinkler system is not required for Group R-3 occupancies that ~~are single family detached residences or multiplexes that contain less than three (3) dwelling units within the structure.~~ **DETACHED ONE- OR TWO-FAMILY DWELLINGS.**

2. ~~An automatic sprinkler system is not required for Group R-4 occupancies occupied by less than six (6) persons not related by blood, marriage or adoption.~~

903.2.9. Group S. An automatic sprinkler system shall be provided throughout all buildings and all portions of all Group S occupancies.

Exception: S-2, one story, grade level, open parking structures that are entirely open, except for structural columns, on all four sides.

~~28-18.~~ 28-19. -Specific building area hazards.

Section 903.2.11 of the code is hereby amended to read as follows:

Section 903.2.11 In all occupancies, including all Group U occupancies larger than three thousand (3,000) square feet, an automatic sprinkler system shall be installed for building design or hazards in the locations set forth in sections 903.2.11.1 through 903.2.11.6.

~~28-19.~~ 28-20. Fire department connections.

Section 912.2 of the code is hereby amended to read as follows:

Section 912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hoses connected to supply the system will not obstruct access to the buildings for other apparatus. The location of fire department connections shall be located on private property six (6) to ten (10) feet behind curb (of street) at a permanent entrance to site or as otherwise approved by the fire chief.

~~28-20.~~ 28-21. Electronic filing.

Section 5001.5 of the code is hereby amended by adding a new Section 5001.5.3 entitled "Electronic filing" to read as follows:

5001.5.3. Electronic filing. The fire code official is hereby authorized to establish procedures requiring the electronic filing of HMMP and HMIS. An approved HMMP and/or HMIS must remain on site.

~~28-21.~~ 28-22. – Fireworks preemption.

Section 5601.1 of the code is hereby amended by deleting Exception 9 in its entirety and adding new Exceptions 9 and 10 to read as follows:

Exception 9. Items preempted by federal or state regulations.

Exception 10. The possession, manufacture, storage, handling, sale, and use of fireworks in accordance with other City ordinances.

~~28-22.~~ 28-23. – EXPLOSIVES AND Fireworks.

Section 5601.1.3 of the code is hereby amended by repealing Exception 4 in its entirety and replacing it with a new Exception 4 to read as follows:

Exception 4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances, and regulations, provided that such fireworks and facilities comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, DOTN 49 CFR Parts 100-185 (**2006 EDITION**), and Arizona Revised Statutes (A.R.S.) SectionS 36-1601, et seq., as applicable for consumer fireworks. The sale of

permissible consumer fireworks as defined under A.R.S. Section ~~S~~ 36-1601, et seq., is only allowed **APRIL 25TH THROUGH MAY 6TH**, May 20TH through July 6TH, and December 10TH through January 3RD. The use of permissible consumer fireworks as defined under A.R.S. Section ~~S~~ 36-1601, et seq., is only allowed **MAY 4TH THROUGH MAY 6TH**, June 24TH through July 6TH, and December 24TH through January 3RD **ON PRIVATE PROPERTY WITH THE PERMISSION OF THE PROPERTY OWNER OR THE PROPERTY OWNER'S DULY APPOINTED AGENT. EXCEPT AS AUTHORIZED BY A PERMIT ISSUED BY THE FIRE CHIEF OR FIRE CHIEF'S DESIGNEE, THE USE, DISCHARGE, OR IGNITION OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED IN ALL PUBLIC PARKS, PUBLIC RETENTION BASINS, AND PUBLIC FACILITIES.**

~~28-23.~~ 28-24. – Appendices.

This code is hereby further amended by deleting Appendix A, J and M in their entirety and specifying that Appendix E, F, G and H are included for informational purposes only and ARE not adopted by the City as part of this code. All other Appendices set forth in this code are hereby adopted as part of this code.

Appendix L of the code is hereby deleted in its entirety and replaced with a new Appendix L to read as follows: Requirements for firefighter air replenishment ~~system~~ **SYSTEMS**.

"Firefighter Air Replenishment System (~~FAR FARS~~)" to read as follows:

L101. Fire fighter air replenishment systems.

L101.1 General. A breathing air replenishment system (FAR System) is a complete, self-contained high pressure breathing air replenishment system consisting of a fire department air connection panel, remote air fill panels and high pressure interconnected piping, permanently installed within a structure, allowing fire department personnel to replenish empty self-contained breathing apparatus cylinders within close proximity to the location of the incident requiring emergency response, thus reducing the amount of travel distance, time and support personnel needed at an emergency incident.

L101.2. Applicability. The requirements of this Section shall apply to all buildings and structures to include expansions, alterations, and modifications meeting the specifications set forth in Section L101.3.

L101.3. Buildings and structures requiring FAR System. A FAR System shall be installed in buildings and structures located in the City meeting either of the following criteria:

1. Buildings and structures seventy-five (75) feet in height or more above grade or which are otherwise characterized as high-rise buildings; and
2. Underground buildings and structures, or components thereof, totaling ten thousand (10,000) square feet or more that are either more than two (2) floors below grade or more than thirty (30) feet below grade.

L101.4. Plans. Engineered stamped design drawings of the FAR System shall be submitted to the City building official and the fire code official. The plans shall include equipment/component drawings, system calculations, and manufacturer's technical product data, to include all piping, fittings, valves, gauges, cabinets, locking devices, hangers, supports and all other system components as may be necessary to install the FAR System. The installation of the FAR System shall not commence until the plans therefore have been approved. A fee for plan review and inspection shall be adopted by the City by resolution and shall be paid prior to plan review.

L101.5. Contractor qualifications. The FAR system shall be installed, tested and maintained by a contractor with the appropriate Arizona Registrar of Contractors license classification.

Any contractor responsible for installation, testing, or maintenance of a FAR system shall also have a Chandler Fire Department operational permit for Fire Protection Contractors pursuant to Section 105.6.51.

L101.6. FAR System requirements. The FAR System shall allow fire department personnel to simultaneously replenish four (4), forty-five (45) cubic foot self-contained breathing apparatus cylinders at any one (1) time; two (2) at three thousand (3,000) psi and two (2) at four thousand five hundred (4,500) psi. Fire department personnel shall be able to connect into the FAR System's fire department air connection panel from a mobile air support apparatus thereby providing a constant source of breathing air supplied directly from the air support apparatus to the system's remote air fill panels.

L101.7. FAR System components. The FAR System shall consist of the following minimum components:

1. Fire department air connection panel;
2. Remote air fill panels;
3. Interconnected piping; and
4. Low pressure monitoring switches and alarm.

L101.8. Fire department air connection panel. A fire department air connection panel shall be installed on the exterior of the building or within a remote monument at a location approved by the fire code official and shall be interconnected to the building's interior remote air fill panels. The fill inlet and associated components of the air connection panel shall be contained in a lockable, weather tight enclosure.

The exterior fire department connection panel shall contain all of the necessary gauges, isolation valves, pressure relief valves, pressure regulating valves, check valves, tubing, fittings, supports, connectors, adapters and other necessary components as may be required to allow the fire departments mobile air unit to connect and augment the system with a constant source of breathing air.

The fire department air connection panel shall be installed in an area protected from physical damage. The panel shall be **ALWAYS** locked ~~at all times~~, unless in use by fire department personnel. The locking mechanism for the panel cover shall be contained in an approved key box installed at a location approved by the fire code official. The key to unlocking the cover shall be stored in the approved key box.

L101.9. Remote air fill panels. Unless otherwise approved by the fire code official, the remote air fill panels shall be installed in the above grade portion of applicable structures in stairwells commencing on the third floor above grade level and every other floor above grade level thereafter. Unless otherwise approved by the fire code official, the remote air fill panels shall be installed in the below grade portion of applicable structures in stairwells, or other areas of ingress or egress approved by the fire code official, commencing on the third floor below ground level and every other floor below grade level thereafter or, if there are less than three (3) floors below ground level, the lowest floor.

The remote air fill panels shall contain all of the necessary gauges, isolation valves, pressure relief valves, pressure regulating valves, check valves, tubing, fittings, supports, connectors, adapters and other necessary components as may be required to allow firefighters and other first responders to safely and reliably replenish a minimum of two (2) forty-five (45) cubic feet breathing air cylinders simultaneously.

L101.10. Piping, valves and fittings. Unless otherwise approved by the fire code official, all piping, valves and fitting shall be compatible and support a minimum working pressure of five thousand (5,000) psi with a safety factor of 4 to 1.

Piping shall be supported at not less than five-foot intervals. The entire system shall be protected by a minimum of two-hour rated fire wall that protects the system from possible damage.

When piping must pass through a fire rated or solid material, the piping shall be protected by a sleeve that is at least three (3) times the pipe diameter. Both ends of the sleeve shall be filled with an approved fire stop.

L101.11. Low pressure monitoring and alarm. When not being utilized by fire department personnel, the FAR System shall maintain a constant pressure of at least four thousand five hundred (4,500) psi. An alarm or monitoring system capable of detecting, and that is set to detect, a pressure drop of one thousand (1,000) psi shall be included and maintained with the FAR System. A building or structure owner, or his or her designee, shall notify the fire department of any alarm signaling a loss of pressure to the system and of any scheduled test of the system to be conducted by the owner of the building or structure. Unless otherwise approved by the fire code official, the low-pressure alarm shall be tied into the fire and smoke alarm system for the building or structure.

L101.12. Markings and record keeping. The fire department air connection panel and the remote air fill panels shall be clearly identified by means of permanently installed signage stating firefighter air system in minimum one and one-half (1½)

inch letters and be located where plainly visible. The owner and/or occupant of the building or structure shall keep the area in and around the fire department air connection panel and the remote air fill panels free of objects that may block use of these panels.

L101.13. Initial testing requirements. When fabrication, assembly and installation of the FAR System is complete, the entire system shall be tested in accordance with the following:

1. The system shall be inspected for leaks by pneumatically pressure testing the system to five thousand (5,000) psi using oil-free, dry air. An approved solution shall be used on each joint and fitting in the system. All leaks or failure to maintain five thousand (5,000) psi pneumatic pressure shall be documented by the system installer and forwarded to the system manufacturer for inspection, repair and/or replacement.
2. Upon successful completion of the five thousand (5,000) psi pressure testing, the entire system shall be pneumatically pressure tested to one and one-half (1½) times the working pressure (seven thousand five hundred (7,500) psi) using oil free, dry air for at least one (1) hour. All leaks or failure to maintain seven thousand five hundred (7,500) psi pneumatic pressure shall be documented by the system installer and forwarded to the system manufacturer for inspection, repair and/or replacement.
3. Upon successful completion of the seven thousand five hundred (7,500) psi pressure testing, the entire system shall be retested for a period of twenty-four (24) hours. All leaks or failure to maintain five thousand (5,000) psi pneumatic pressure shall be documented by the system installer and forwarded to the system manufacturer for inspection, repair and/or replacement.

L101.14. On-going testing and maintenance requirements. Breathing air samples from the FAR System shall be taken by an independent, qualified entity on an annual basis and shall be analyzed by an accredited testing laboratory in the manner specified in NFPA 1989, Section 5.3. Testing pursuant to this Section shall also be required after the FAR System is utilized or upon determination by the fire code official that contamination of the air in the FAR System may be contaminated. The FAR System shall otherwise be tested and maintained in accordance with NFPA Standards and manufacturer specifications.

L101.15. Inspection and record keeping. Records of all maintenance and testing of the FAR System shall be kept on-site for a minimum of three (3) years and be available to fire department personnel upon request. Fire department personnel shall either in conjunction with a fire inspection of the building or structure or, after providing reasonable notice to the owner or occupant of the building or structure, or his or her designee, have the right to enter onto the property to inspect the FAR System and the records relating to the maintenance and testing of that system.

~~28-24.~~ 28-25. – Criminal penalties.

Except violations of IFC Subsections 503.4 and 507.5.4, persons (or legal entities included in the definitions of "person" in Section 202) who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class 1 misdemeanor punishable by a fine not exceeding two thousand five hundred dollars (\$2,500.00) or twenty thousand dollars (\$20,000.00) if a legal entity, by imprisonment for a term not exceeding six (6) months, or by probation for a term not exceeding three (3) years, or by any combination thereof. Violations of IFC Subsections 503.4 and 507.5.4 shall be punishable as civil infractions under the Chandler City Code Subsection 1-8.7.

a. The imposition of a criminal penalty does not prevent suspension or revocation of a license, permit or franchise or other administrative sanctions.

b. The imposition of criminal penalties does not prevent enforcement and any enforcement available under Section ~~28-25~~ **28-26**.

~~28-25.~~ 28-26. – Abatement of violations.

In addition to the imposition of the penalties herein described, the fire code official is authorized to institute appropriate action by injunctive or other equitable remedies, including pursuant to Section 110 of this code, Chapter 26 of the Chandler Code, or state law, to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

a. The imposition of any remedy in Section 28-25 does not prevent suspension or revocation of a license, permit or franchise or other administrative sanctions.

b. The imposition of any remedy in Section 28-25 does not prevent criminal enforcement options.

~~28-26.~~ 28-27. – Abatement Expenses.

To the extent that the responsible person does not comply with the terms of any abatement order received, the City may seek recovery of its expenses in abating the violation cited, including, without limitation, those expenses associated with orders issued pursuant to this code, or the procedures set forth in state law or Chapter 26 of the Chandler Code.

~~28-27.~~ 28-28. – Provisions deemed continuation of existing ordinances.

The provisions of this code, insofar as they are substantially the same as legislation previously adopted by the City relating to the same subject matter, shall be construed as restatements and continuations thereof and not as new enactments.

Ordinance Amendment Change Summary

Chapter 28, Fire Prevention

Chandler Fire Department

2018 IFC	2021 IFC	ACTION TAKEN
Amendment: 28-12 – Fire re-inspection fee and Council action.	Amendment: 28-8 – Fire re-inspection fee and Council action.	<i>No modification to the form or content of the re-inspection amendment, re-numbered from 28-12 to 28-8.</i>
<p>Section 202 General Definitions of the code is hereby amended to read as follows:</p> <p>Residential Group R-4:</p> <p>Six to (16) persons receiving custodial care. A facility housing not fewer than six and not more than (16) persons receiving custodial care shall be classified as Group R-4.</p> <p>Residential Group R-4. Residential Group R-4 shall include buildings, structures or portions thereof for more than five but not more than (16) persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive custodial care.</p>	<p>Amendment: 28-13 – Definitions</p> <p>Section 202 general definitions of the code is hereby amended to read as follows:</p> <p>Group I, Institutional.</p> <p>Six to 10 persons receiving custodial care. A facility housing not fewer than six (6) and not more than ten (10) persons receiving custodial care shall be classified as group R-4.</p> <p>Residential group R-4 shall include buildings, structures, or portions thereof for more than five (5) but not more than ten (10) persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive custodial care.</p>	<p><i>The change from 16 to 10 occupants for R-4 is to be congruent with State of Arizona licensing requirements.</i></p>

<p>Amendment: 28-16 Emergency responder radio communication</p> <p>Section 510.4.1.2 <i>Minimum signal strength out of the building.</i> In keeping with applicable engineering practice specific to the architecture of the regional digital radio communications network, standardized Delivered Audio Quality (DAQ) measurements are specified to verify acceptable levels of signal strength exiting the building.</p>	<p>Amendment: 28-17 Emergency responder radio communication</p> <p>Section 510.4.1.2 <i>Minimum signal strength out of the building.</i> In keeping with applicable engineering practice specific to the architecture of the regional digital radio communications network, standardized Delivered Audio Quality (DAQ) measurements are specified to verify acceptable levels of signal strength exiting the building. Minimum signal strength out of the building must meet the requirements of the RWC (Regional Wireless Cooperative) working group.</p>	<p><i>Additional wording to require minimum signal strength for emergency responder radio communication in compliance with the RWC (Regional Wireless Cooperative) working group.</i></p>
<p>Amendment: 28-17 – Fire extinguishing system installation</p> <p>Section 903.2.8 Group R. Subject to the exceptions set forth herein, an automatic sprinkler system shall be provided throughout all buildings and all portions of all Group R occupancies.</p> <p><i>Exceptions:</i></p> <ol style="list-style-type: none"> 1. An automatic sprinkler system is not required for Group R-3 occupancies that are single family detached residences or multiplexes that contain less than three (3) dwelling units within the structure. 2. An automatic sprinkler system is not required for Group R-4 occupancies occupied by less than six (6) persons not related by blood, marriage or adoption. 	<p>Amendment: 28-18 – Fire extinguishing system installations</p> <p>Section 903.2.8 Group R. Subject to the exceptions set forth herein, an automatic sprinkler system shall be provided throughout all buildings and all portions of all Group R occupancies.</p> <p><i>Exceptions:</i></p> <ol style="list-style-type: none"> 1. An automatic sprinkler system is not required for Group R-3 detached one- or two-family dwellings. 	<p><i>Clarifying language was necessary when referencing "multiplexes" as exceptions to automatic sprinkler system requirements. Additionally, 5 or fewer occupants is not an R4 occupancy.</i></p>
<p>Amendment: 28-22 Fireworks</p> <p>Section 5601.1.3 of the code is hereby amended by repealing Exception 4 in its entirety and replacing it with a new Exception 4 to read as follows:</p> <p>Exception 4. The possession, storage, sale, handling and use of specific types of Division 1.4G</p>	<p>Amendment: 28-23 – Explosives and Fireworks</p> <p>Section 5601.1.3 of the code is hereby amended by repealing Exception 4 in its entirety and replacing it with a new Exception 4 to read as follows:</p> <p>Exception 4. The possession, storage, sale, handling and use of specific types of Division 1.4G</p>	<p><i>The date changes were made to be congruent with the state of Arizona sale and use of permissible consumer fireworks dates. The language prohibiting the use of fireworks on all publicly owned land and buildings was requested by the Fire Chief to be congruent with what the City of Chandler website was already stating.</i></p>

<p>fireworks where allowed by applicable laws, ordinances and regulations, provided that such fireworks and facilities comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, DOTN 49 CFR Parts 100-185 and Arizona Revised Statutes (A.R.S.) Section 36-1601, et seq., as applicable for consumer fireworks. The sale of permissible consumer fireworks as defined under A.R.S. Section 36-1601, et seq., is only allowed May 20 through July 6 and December 10 through January 3. The use of permissible consumer fireworks as defined under A.R.S. Section 36-1601, et seq., is only allowed June 24 through July 6 and December 24 through January 3.</p>	<p>fireworks where allowed by applicable laws, ordinances and regulations, provided that such fireworks and facilities comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, DOTN 49 CFR Parts 100-185 (2006 EDITION), and Arizona Revised Statutes (A.R.S.) Section 36-1601, et seq., as applicable for consumer fireworks. The sale of permissible consumer fireworks as defined under A.R.S. Section 36-1601, et seq., is only allowed April 25th THROUGH MAY 6TH, May 20TH through July 6TH and December 10TH through January 3RD. The use of permissible consumer fireworks as defined under A.R.S. Sections 36-1601, et seq., is only allowed MAY 4TH THROUGH MAY 6TH, June 24TH through July 6TH and December 24TH through January 3rd ON PRIVATE PROPERTY WITH THE PERMISSION OF THE PROPERTY OWNER OR THE PROPERTY OWNER'S DULY APPOINTED AGENT. EXCEPT AS AUTHORIZED BY A PERMIT ISSUED BY THE FIRE CHIEF OR FIRE CHIEF'S DESIGNEE, THE USE, DISCHARGE, OR IGNITION OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED IN ALL PUBLIC PARKS, PUBLIC RENTENTION BASINS, AND PUBLIC FACILITIES.</p>	
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City Council Memorandum Human Resources Memo No. N/A

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Rae Lynn Nielsen, Human Resources Director
From: Matt Warner, Human Resources Manager
Subject: Agreement No. HR9-962-4000, Amendment No. 3, for Temporary Staffing Services

Proposed Motion:

Move City Council approve Agreement No. HR9-962-4000, Amendment No. 3, with Devau Human Resources, for temporary staffing services, in an amount not to exceed \$1,054,600, for the period of one year, beginning April 1, 2022, through March 31, 2023.

Background/Discussion:

Temporary staff is utilized by the Community Services Department to fill short-term staffing needs such as class instructors, coaches, sign language interpreters, swim coaches, library aides, teachers, and production assistants. Other City departments that require temporary positions not available through temporary agencies under State contract also utilize this contract to fill those temporary staffing needs. The contract was originally established when the IRS determined in December 1992 that a number of temporary employees used by City departments should, in fact, be appointed contract employees through a temporary employment agency. The Human Resources Department monitors the use of this agreement to ensure it is used exclusively for this purpose.

Evaluation:

On March 14, 2019, City Council approved an agreement with Devau Human Resources, for temporary staffing services, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year at the same terms, conditions, and pricing.

Staff recommends the extension of this Agreement for the term of April 1, 2022, through March 31, 2023.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1100.5219.0.0.0	General Fund	N/A	\$200,000	N
101.1500.5219.0.0.0	General Fund	N/A	\$25,0000	N
101.2015.5219.0.0.0	General Fund	N/A	\$30,0000	N
101.2210.5219.0.0.0	General Fund	N/A	\$3,000	N
101.4310.5219.0.0.0	General Fund	N/A	\$75,000	N
101.4520.5219.0.0.0	General Fund	N/A	\$75,000	N
101.4530.5219.0.0.0	General Fund	N/A	\$50,000	N
101.4550.5219.0.0.0	General Fund	N/A	\$145,0000	N
101.4551.5219.0.0.0	General Fund	N/A	\$202,600	N
101.4555.5219.0.0.0	General Fund	N/A	\$9,000	N
625.3700.5219.0.0.0	Solid Waste Operating Fund	N/A	\$70,000	N
625.3720.5219.0.0.0	Solid Waste Operating Fund	N/A	\$70,000	N
224.4560.5219.0.0.0	PHA Family Sites Fund	N/A	\$40,000	N
227.4650.5219.0.0.0	PHA Elderly & Scattered Sites Fund	N/A	\$25,000	N
233.4650.5219.0.0.0	PHA Section 8 Vouchers Fund	N/A	\$35,000	N

Attachments

Amendment



City Clerk Document No. _____

City Council Meeting Date: February 24, 2022

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
TEMPORARY STAFFING SERVICES
CITY OF CHANDLER AGREEMENT NO. HR9-962-4000**

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Devau Human Resources (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for temporary staffing services (Agreement); and

WHEREAS, the term of the Agreement was April 1, 2019 through March 31, 2020, with the option of up to four one-year extensions; and

WHEREAS, the Parties executed the first option to extend the Agreement through Amendment No. 1 for the term of April 1, 2020 through March 31, 2021; and

WHEREAS, the Parties executed the first option to extend the Agreement through Amendment No. 2 for the term of April 1, 2021 through March 31, 2022; and

WHEREAS, the Parties wish to exercise the third option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section 4, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of

this Amendment No. 3 by this reference. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed \$1,054,600.

3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period, April 1, 2022 through March 31, 2023.
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Davin Wilkey

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney

JMB

ATTEST:

By: _____
City Clerk



City Council Memorandum Management Services Memo No. N/A

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Christina Pryor, Purchasing and Material Manager
Subject: Agreement No. MS1-946-4303, for Procurement Card Services, with Bank of America

Proposed Motion:

Move City Council award Agreement No. MS1-946-4303 to Bank of America, for Procurement Card Services, for a two-year period, beginning January 1, 2022, through December 31, 2023, with up to four two-year options to extend.

Background/Discussion:

The City of Chandler was the first municipality in Arizona to develop a procurement card (p-card) program beginning in 1993. Through the use of individual procurement cards, department and division cards, and ghost cards, the annual spend is almost \$10.3 million and the number of cardholders is now approximately 800. This revenue-generating program provides the City with the means to be efficient and cost-effective in the processing of payments and equips the City with user-friendly reporting tools. It automates the interface with the City's Oracle financial system, which allows for online review and approval of transactions to ensure program-compliant spending.

The City's contract is cooperative and is used by over 30 public agencies. This feature is a benefit to the City because the total spend volume by all users, in addition to the City's individual spend, is considered in the determination of the amount of annual rebate the City receives through the p-card program.

Evaluation:

On May 12, 2021, City staff issued Request for Proposal No. MS1-946-4303 for procurement card services. A notification was sent to all registered vendors. Five proposals were received from the following offerors:

Bank of America
Commerce Bank
JPMorgan Chase Bank
UMB Bank
US Bank

The Evaluation Committee evaluated the proposals and recommends award to Bank of America, which submitted the most advantageous offer to the City in accordance with the evaluation criteria. This contract will continue the long-term relationship between Bank of America and the City of Chandler.

Financial Implications:

There are no direct fees to the City for this p-card program, since fees are paid by card-accepting merchants. There is, however, rebate revenue generated annually from this program, which fluctuates based on spend volume.

Attachments

B of A Corporate Credit Card Agreement

Bank of America Corporate Card Service Agreement

This Bank of America Corporate Card Service Agreement (the "Agreement") is made by and between **Bank of America, N.A.**, a Bank of America company ("**Bank of America**") and **City of Chandler, Arizona** ("**Company**") and shall be effective as of *Click or tap here to enter text.*, 2022 ("**Effective Date**").

The terms "we," "us" and "our" refer to Bank of America. The terms "you" and "your" refer to Company.

With our Corporate Card Services you are allowed to open Card Accounts for your business purposes. You may select one or more of the following card programs: purchasing card program; travel and entertainment card program; accounts payable card program or fleet card program; and the ancillary services set out in Section 17 of this Agreement (each, a "Service," and collectively, the "Services"). You may begin using a Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements. Whenever you use a Service, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in the applicable Materials.

1. DEFINITIONS

AML/Sanctions Laws. All applicable laws relating to client identification, the prevention of money-laundering, terrorism, the use of proceeds of crime, economic or political sanctions, including Sanctions, and any other similar matter.

Applications. Proprietary Software and/or Materials accessed through our digital platforms or through any of our third party vendor sites and any related services used to provide the Services, including (i) the Global Reporting Management System ("GRAM") hosted by MasterCard, (ii) a pin platform run by us, (iii) a payment center for US cardholders run by Total Systems, (iv) the Works System, and (v) any other third party vendor we may use from time to time.

Authorized User. Any person or entity, including any Cardholder, with your actual, implied or apparent authorization to use the Services and/or Applications.

Billing Statement. The official invoice provided to you, a Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

Business Day. Each day on which we are open for business related to the Services.

Card. Each plastic card which we issue for your Card Account using a Service.

Card Account. Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to a Service, including a Cardless Account.

Cardholder. Your employee or any other person whom you designate in writing and whom we approve to receive a Card. If you or a Cardholder makes a Card Account number, Convenience Check, or a number associated with a Cardless Account available to another party, that person will also be considered a Cardholder.

Cardholder Account. A sub-account of your Card Account, which is set up by us for each Cardholder (at your request), for reporting and/or billing purposes.

Cardless Account. An Account for which we assign only an account number, but no Card is issued.

Cash Advance. Use of a Card Account through a Card or Convenience Check to obtain cash from a participating financial institution, merchant or automated teller machine. "Cash" for these purposes includes currency, and any other items readily convertible into cash such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers, regardless of whether you allow Cardholders to purchase such items.

Client Proprietary Information or CPI. All the data of a Client stored on our database systems related to the Services that constitute Confidential Information, including Personal Data.

Confidential Information. All information concerning or relating to a party or any of its affiliates, employees, agents or representatives, including:

- i. a party's business practices and strategies or information concerning business practices or strategies, including any documents prepared by a party or any of its employees, agents or representatives (including lawyers, accountants and financial advisors); and
- ii. any other information which is manifestly confidential by virtue of its nature or description or which a party expressly designates as being confidential.

Data Protection Laws. Collectively, all U.S. national and state laws and regulations, the EU Data Protection Directive (Directive 95/46/EC), the EU General Data Protection Regulation (Regulation 2016/679), and the United Kingdom Data Protection Act 1998, and all other applicable laws regarding the collection, use, storage, transfer and processing of data, including Personal Data, relating to individuals (or, where applicable, legal persons). The term Data Protection Laws includes any laws, regulations or decrees promulgated by a financial regulator governing the use and/or disclosure of customer data, including bank secrecy obligations.

Data Protection Authority. The competent authority for regulating the processing of Personal Data in a relevant jurisdiction.

De-identification or De-identified. Removing, obscuring, masking, or obfuscating enough Personal Data from a record to ensure that the remaining information does not directly or indirectly identify an individual.

E-Commerce Laws. All applicable laws for or on the regulation of commerce and business via electronic means.

Employee Misuse. Use of a Card Account, Convenience Check or Card where: (i) the person or entity using the Card Account, Convenience Check or Card is your employee or agent; (ii) that person or entity has actual, implied or apparent authority to use the Card Account, Convenience Check or Card; and (iii) that use does not benefit you directly or indirectly.

Extended Workforce. Any of our subcontractors or vendors with access to CPI.

Financial Services Industry Best Practices. The standards, policies and practices generally used in the corporate card issuing business by banks of comparable size and scope to us, including appropriate mitigating controls.

Fraud. Misuse or theft of card information by individuals that are not your employees or agents that involves, but is not limited to, account takeover, counterfeit cards, lost/stolen cards, fraudulent card not present Transactions, skimming, database hacking, franchise software hacking or phishing.

Grace Days. The number of days after the Billing Statement closing date within which payment is due.

Guarantor. A person or entity, other than you or a Participant, that agrees to assume responsibility for your obligations under the Agreement, including payment of any amounts owed.

Information Processing System(s). The individual and collective electronic, mechanical, and software components of our and our Extended Workforce's operations that store, access, process or protect data related to the Services.

Information Security Event. Any situation where there is unauthorized access, acquisition, unauthorized use or disclosure of unencrypted CPI or encrypted electronic CPI and the relevant confidential process(es) or key(s), that is capable of compromising the security, confidentiality or integrity of the CPI maintained by us and, with respect to Personal Data, that we have determined creates a substantial risk of identity theft or fraud against an individual.

Information Security Policy. Our written information security policy, which may be amended from time to time by us in our discretion.

License. A non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services, in a manner intended for authorized use, and to the extent authorized by us.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, authenticators, personal identification numbers, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and any documentation we provide to you in connection with the Services.

Notifiable Event. Any actual or suspected loss or theft of a Card, Convenience Check or Card Account or any actual or suspected Unauthorized Use or Fraud.

Participant. A Subsidiary or affiliate of yours which you designate in writing on a Participant Account Form and which we approve, for us to issue a Card Account with its own account number. A Participant Account Form, upon completion by you and approval by us, will be made a part of this Agreement.

Payment Due Date. The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days or such other agreed between us in writing.

PCI-DSS. The Payment Card Industry - Data Security Standard as amended from time to time and any successor standard adopted by the payment card industry establishing security standards for payment cards.

Personal Data. Means (i) any "non-public personal information" as such term is defined under Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. and the rules and regulations issued thereunder; (ii) any "personal data" as defined in EU Directive 95/46/EC, EU Regulation 2016/679, the United Kingdom Data Protection Act 1998 or any equivalent or similar concept of personal data or personal

information under any applicable law; or (iii) any other information that can specifically identify an individual, such as name, address and social security number ("SSN"), together, in each case, with any other information that relates to an individual who has been so identified.

Program Administrator. One or more individuals designated by you as our primary contact for the Card Accounts who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including, without limitation, designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

Program Data. Any Software, Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained.

Sanctions. Any sanctions administered or enforced by the United States Government (including the U.S. Department of the Treasury's Office of Foreign Assets Control), the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other relevant sanctions authority.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with the Services.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned or controlled, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Transaction. The purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Convenience Check or Card Account.

Unauthorized Use. Use of a Card Account, Card or Convenience Check by a person or entity (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account, Convenience Check or Card and (iii) whose use does not benefit you directly or indirectly.

User Documentation. Any written information we may provide to you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service. Current User Documentation is available upon your request.

Website. Any internet website and/or online access channel for use in accessing the Services.

Workforce. Our employees with access to CPI.

2. OUR OBLIGATIONS

2.1 Card Accounts. We will open Card Accounts upon your request which Cardholders may use to conduct Transactions for your business. All Transactions made on a Card Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account.

Upon your request, we may also provide Convenience Checks with respect to your Card Accounts. At your request, we may also establish a Cardless Account. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Agreement, we will not be liable for any failure to authorize a Transaction.

2.2 Qualifications. We are responsible only for performing the Services expressly provided for in this Agreement. We may contract with an outside vendor in performing the Services, however we will remain responsible for their performance of any services under this Agreement.

2.3 Compliance with law. We will provide the Services in a manner which is materially compliant with all laws to which we may be subject (including all AML/Sanctions Laws and Data Protection Laws). We represent and warrant to you on and as of each day on which we provide a Service to you that our performance of our obligations does not materially violate any law applicable to us or facilitate illegal Transactions in the United States.

2.4 OFAC. We will implement reasonable systemic protocols to decline attempted Transactions that would violate Sanctions, or that would result in a violation by any person (including any person participating in the Transaction, whether as advisor, investor or otherwise) of Sanctions. We will monitor activity on your Card Accounts for activity that may be expected to lend, contribute, or otherwise fund any activities of a business or person in countries subject to Sanctions and may review such activity with you as may be necessary.

2.5 External Fraud. We will assume the financial liability for Fraud, including Unauthorized Use, subject to Sections 9.2 and 11.3 if you or a Cardholder has not authorized or participated in the specific Transaction and you give us notice as soon as practicable, but not later than 60 days after you receive the Billing Statement on which the Transaction occurs or the Business Day after discovery of the Fraud, whichever is earlier.

2.6 Internal Fraud. We are not responsible for internal fraud or collusion, including Employee Misuse. However, we offer misuse insurance which may help you with recovery from card networks.

3. YOUR OBLIGATIONS

3.1 Use of accounts. You shall use, and shall ensure each Cardholder uses, each Card Account solely for your business purposes in accordance with the terms of the relevant Service.

3.2 Management of the Services. You must actively manage, monitor and review your program activity, Billing Statements, Transactions and Services. You agree to use commercially reasonable fraud prevention control tools as provided by us.

3.3 Obligation to pay. Except for Unauthorized Use that has been properly reported to us (when such report is necessary), you shall pay for each Transaction, regardless of its purpose or whether the Cardholder signed a sales draft or received a receipt. In addition, you shall pay our fees and charges as set forth in the schedule of charges currently in effect for you.

3.4 Status of Cardholders. You represent and warrant to us that each Cardholder is a current employee or agent of the Company. Each Cardholder will be acting as your agent in connection with the receipt of the Services by you. If a Cardholder ceases to be your employee or agent, or otherwise becomes ineligible to use a Card, you must immediately inform us and destroy or return to us as soon as practicable the Card allocated to that Cardholder.

3.5 Your ability to perform your obligations. You will promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that, on the date of the Agreement and on each day that you use the Services or provide any information, all such information about your employees, agents and your company is true, accurate and complete.

3.6 Verification of details. You must check, and must ensure that each Cardholder checks, to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

3.7 Change in Program Administrator. You acknowledge that the Program Administrator(s) is authorized to manage all changes to your Cardholder Accounts. You assume and accept all responsibility for the actions, authorized or unauthorized, of your Program Administrator. You must give us prompt written notice upon any Program Administrator being added, replaced or removed.

3.8 Security of your data. You are responsible for protecting and maintaining the security and confidentiality of your data and the data of your Cardholders (including any and all user IDs, passwords and card personal identification numbers (PINs) issued in connection with a Service), for ensuring that it is adequately backed-up and that no person makes such data available to any other person or for any unauthorized purpose. We are not responsible for your loss of your data or the data of your Cardholders that is not maintained on our or our vendors' systems.

3.9 Compliance with law. You must comply, and you must ensure that your Cardholders and all Transactions comply, with all laws to which you, that Cardholder or that Transaction may be subject, including all AML/Sanctions Laws and Data Protection Laws. You must do all things and provide all information which we may request from you to allow us to comply with our obligations under any AML/Sanctions Laws, including (if necessary) providing us with any information required to establish and verify the identity and background of any Cardholder. You represent and warrant to us on and as of each day on which we provide a Service to you that your performance of your obligations does not and will not violate any law applicable to you or facilitate illegal transactions, including those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.

3.10 OFAC Covenant. You covenant that you will not use or permit any Cardholder to use, any Card, Cardless Account, Cash Advance or Convenience Check to transact, lend, contribute, or otherwise make available funds to any Subsidiary, joint venture partner or other individual or entity ("Person"), to fund any activities of or business with any Person, in Cuba, Iran, North Korea, Sudan, Syria, or in any country or territory that, at the time of such funding, is the subject of any Sanctions, or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as advisor, investor or otherwise) of Sanctions.

3.11 Binding on Participants. If you are a Participant, you agree and acknowledge that the Company has executed the Agreement for and on behalf of you, and that by using the Services, you agree to be bound by all provisions of the Agreement and authorize the Company to take any and all actions on your behalf in respect of the Agreement, including entering into this Agreement on your behalf.

3.12 Approvals. In addition to any approvals you are required to obtain pursuant to Section 21.3, you must obtain any governmental or regulatory mandated approvals necessary for you to use the Services, including any labor relations related approvals.

3.13. Security over Real Property. Unless we agree with you in writing, we will not take real property as collateral for amounts you owe us.

4. CREDIT LIMITS

4.1 Credit limit. For each Service, we will establish one total credit limit for all your Card Accounts issued to the Company and all Participants. The Company shall determine an individual credit limit for each Cardholder Account which is part of any of your Card Accounts issued to the Company and all Participants. The individual credit limits for each Cardholder Account, when aggregated, may exceed the total credit limit for all Card Accounts issued to the Company and all Participants. However, this will not increase the total credit limit. Upon your request and if approved by us, we may increase the total credit limit or any individual limit. We may, without prior notice, decrease the total credit limit or any

4.2 Transactions exceeding the credit limit. You agree not to incur obligations which would cause the total credit limit for all of your Card Accounts to be exceeded. We may make available online tools and standard reporting for you to monitor Cardholder activity. If you do exceed the total credit limit for all of your Card Accounts, we may refuse any Transactions on all of your Card Accounts. We also may require the entire balance owing on your most recent Billing Statement to be immediately due and payable before we allow for further use of your Card Accounts. If an individual Card limit is exceeded, we may (i) refuse any Transactions as applicable on that Cardholder Account that is individually billed, until a payment is made to reduce the balance below the individual Cardholder's credit limit or, for centrally billed Cardholders, until you increase that Cardholder's credit limit or wait until the next billing cycle for the account credit limit to refresh and/or (ii) charge you a fee as set out in the schedule of charges currently in effect for you.

5. TRANSACTIONS IN OTHER CURRENCIES

5.1 Currency conversion. If you make a Transaction in a currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate.

5.2 International Transaction Fee We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set forth in the schedule of charges currently in effect for you and will be rounded up to the nearest penny, cent or centime (as applicable).

6. DISPUTES WITH MERCHANTS AND SUPPLIERS

6.1 Disputes with merchants and suppliers. We will have no liability for goods or services purchased using a Service, or for a merchant's or supplier's failure to honor purchases made with, or for a merchant's or supplier's failure to deliver goods or services purchased using a Service. If you have any questions, problems or disputes concerning the quality of any goods or services purchased using a Service, a purchase price discrepancy, warranty or other performance issues or any other purchase matter, you must contact the merchant or supplier directly. You may not rely on any claim or dispute concerning the purchase of goods or services using a Service to avoid your payment obligations under the Agreement.

Notwithstanding the foregoing, where we processes any request for a Transaction refund through a card network on your behalf, which for the avoidance of doubt shall be processed in accordance with the operating rules and regulations of such card network, you agree that in a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

6.2 Authorization for Transactions. A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to prevent Transactions from merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from these types of merchants. However, we will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given. We may also refrain from authorizing a Transaction for any reason whatsoever in our reasonable discretion.

6.3 Forms of Consent. You need to consent to each Transaction (whether by a Cardholder giving consent or otherwise) so that we can verify that it is genuine. A Transaction can be consented to by:

- i. using a Card with the relevant card PIN or a signature;
- ii. using the account number and other details requested;
- iii. presenting a Card to the supplier's terminal if the Transaction is made using contactless technology; or
- iv. such other means as you and we may from time to time agree.

We may deem Transactions which have not been consented to in one of the above manners to be unauthorized and we may decline to process such Transactions. This is in addition to any other rights we have to decline Transactions.

7. CONVENIENCE CHECKS

If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your Billing Statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

8. CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

We may, at your request, establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. You may provide the number associated with the Cardless Account to your employees and agents.

9. STATEMENTS

9.1 Issue of statements. We will provide to the Program Administrator, or other person you designate in writing to us, a Billing Statement for centrally or corporate billed accounts which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. For individually billed Cardholder Accounts, we will provide a copy of the Billing Statement covering the use of the relevant Cardholder Account to the appropriate Cardholder at the address which you or the Cardholder provides to us at no additional cost and we will not provide any Billing Statements for those accounts to the Program Administrator. The Program Administrator will have the ability in the online application tool to review and sort all Cardholder activity.

9.2 Review of statements. Once you receive a Billing Statement, you must review it and notify us by telephone (using the appropriate telephone number set out in the Billing Statement), electronic mail, or other method that may be agreed upon by you and us, of any Transaction appearing on that Billing Statement which you consider may have resulted from any Fraud, including Unauthorized Use. You must give us this notice as soon as practicable but in any event not later than 60 days after you receive the Billing Statement. If you opt to have individual statements sent to individual Cardholders, you must ensure that each relevant Cardholder complies with the provisions of this Section 9.2. Subject to the requirements of any applicable laws, if you do not (or if a relevant Cardholder does not) give us notice in accordance with this Section 9.2, we will not be liable for refunding any amounts relating to that Transaction.

9.3 Electronic disclosures. You agree that we may provide or make available Billing Statements and any other disclosures or information by electronic means, including by way of electronic mail or a Website. We agree that, upon your request, we may provide you with Billing Statements, by means other than electronic, for as long as we are able to operationally support such requests.

10. PAYMENT OF CARD ACCOUNTS; SET-OFF

10.1 Payment of statement amount. You will pay to us the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on the Billing Statement. Where we have agreed with you in writing to take payments from Cardholders you must ensure that the relevant Cardholder pays on your behalf. If we do not receive payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Card Account. For the avoidance of doubt, even if we have agreed to take payments from Cardholders, you will remain solely responsible for and we will collect from you for any amount due which is not paid by a Cardholder.

10.2 Service Fees and Charges. You will pay us each of the fees and charges we assess you, including the fees for each Service, as set out in the schedule of charges currently in effect for you, except as we agree otherwise in writing from time to time.

10.3 Electronic management information fees and charges. You will pay us for Software support in excess of that contemplated in Section 16 of this Agreement. The charges for such extra support will be specified by us before such charges are incurred or as otherwise agreed by you and us from time to time in writing.

10.4 Account identification. If you or any Cardholder makes any payment to us in connection with a Card Account, you must, or ensure that they must, at the same time provide us with either the account number or the Card number. We shall not be liable for any delay in crediting any such payment or recording any Transaction, or for failing to do so, where this information is not provided to us in accordance with this Section 10.4.

10.5 Payment method. Unless otherwise agreed by us, payments must be made using an Automated Clearing House ("ACH") service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under the Agreement, including your obligation for payment.

10.6 Set-off. Notwithstanding Section 10.8, you grant us a contractual right of set-off in and to all deposits or credit balances now or subsequently maintained with us or any of our affiliates or Subsidiaries. In addition to any other rights of set-off we may have, we may without consulting you set-off any amount you owe us for any recurring or on-going non-payment under the Agreement against such deposit or credit balance whether or not that deposit or credit balance is matured. In connection with this right, you authorize us to enter into an agreement with our affiliates obtaining their authorization to effect such a set-off.

10.7 Transactions outside normal processing hours. If we receive any payment from you or a Cardholder in respect of any statement amount outside our normal processing hours in any jurisdiction to which that payment relates, that payment shall be deemed to have been received by us on the next Business Day. We will provide you with a list of our normal processing hours upon your request.

10.8 Credit balances not permitted on a Card Account. You are not permitted to have a credit balance on any Card Account. If any such credit balance arises (for example, by a refund), then in addition to our rights of set-off, we may retain the credit balance in or towards prepayment of any amount you owe us in the future under the Agreement, or if the amount of the credit balance is material we may, at our option, pay it to you using any method mutually agreed upon between you and us. You also may request that we refund such credit balances to you.

11. LOST OR STOLEN CARDS; UNAUTHORIZED USE

11.1 Unauthorized Use. We may refrain from authorizing any Transaction if:

- i. we suspect that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity;
- ii. we suspect that the Transaction constitutes or might constitute Unauthorized Use; or
- iii. to authorize that Transaction would cause us to breach any law (including any AML/Sanctions Laws by which we must abide).

11.2 Failure to authorize. Subject to applicable law, we will not be liable to you if we or any other party fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, you may seek, and we will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

11.3 Reporting a loss, theft or Unauthorized Use; assisting with investigations. If you become aware of any Notifiable Event, including actual or suspected loss or theft of a Card, Convenience Check or Card Account or any actual or suspected Fraud, including Unauthorized Use, you must notify us. You must ensure that, if any Cardholder or user of a Card Account becomes aware of any Notifiable Event, that person notifies us.

Any notice to be given by you, a Cardholder or a user of a Card Account must be given to us as soon as practicable but in any event no later than the Business Day after discovering the Notifiable Event, provided that if a Notifiable Event is discovered on a Billing Statement, Section 9.2 will apply. The notice must contain as much information relating to the Notifiable Event as the person giving the notice is able to provide.

Upon a Notifiable Event occurring, you must provide us, and you must ensure that each relevant Cardholder or a user of a Card Account provides us, with such information and assistance as we may request to: (i) investigate that Unauthorized Use; and (ii) (to the extent applicable or required by any relevant Data Protection Laws) communicate the fact of that Unauthorized Use to the relevant Cardholder.

If we receive notice and assistance in accordance with this Section 11.3, including obtaining any witness statement or similar written, signed statement which we may require from any relevant Cardholders or other users of a Service, then you will not be liable for Transactions resulting from the Notifiable Event. If we do not receive notice or assistance in accordance with this Section 11.3, we may not refund any amounts relating to that Unauthorized Use.

12. LICENSE TO USE YOUR MARKS

Upon your written request, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. You grant us a non-exclusive license to use, during the term of the Agreement, Company's Marks on the Cards and on other materials related to the Card Accounts. If, as you request, we place or amend your Company Marks on the cards or collateral materials, you must pay us in advance any agreed fees, and you agree that the indemnity under Section 23 (Protection from Third Parties) of this Agreement covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

13. EXTENSION OF CORPORATE CARD SERVICE TO AFFILIATES

Upon your request and submission of a Participant Account form, we may approve one or more affiliates of which you are majority owner for participation in a Service. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your participating affiliates.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved Participant is, or will no longer be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such Participant.

14. TERMINATION

14.1 Termination upon notice. We may terminate the Agreement or a Service, or withdraw or suspend any Card or Card Account, upon 60 calendar days' written notice to you, or such longer period as prescribed by applicable law. You may terminate the Agreement or a Service upon 30 calendar days' written notice to us.

14.2 Termination upon specific events. Notwithstanding Section 14.1, we may to the extent permitted by law terminate the Agreement or a Service in respect of you and/or any Participant, or withdraw or suspend any Card or Card Account, with immediate effect (in which case we may send you notice of the termination, withdrawal or suspension) if any of the following occurs with respect to you, a Participant or a Guarantor:

- You fail to pay any amount pursuant to the Agreement as and when due (whether upon demand, at maturity or by acceleration);
- You breach any other term or condition of the Agreement or any other agreement with us or any of our affiliates or subsidiaries, including any representation, warranty or failure to deliver information;
- You enter or are placed into liquidation, insolvency, administration, receivership, administrative receivership, bankruptcy, reorganization, judicial management or any other similar procedure (other than in the context of a solvent re-structuring), or any step is taken to do so, or you cease to carry on all or a substantial part of your business or dispose of all or a substantial part of your assets;
- You fail generally to pay your debts as they become due;

- You initiate or enter into any composition or arrangement with your creditors;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the Agreement;
- You fail to pay or perform any other obligation, liability or indebtedness to any other party;
- There is an entry of a judgment against you which we deem to be of a material nature;
- You experience seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property or assets;
- You fail to comply with any material law or regulation, including any AML/Sanctions Laws.

14.3 Consequences of termination. Upon any termination of a Service or the Agreement as a whole for any reason set forth in section 14.2: (i) the entire balance outstanding on all Card Accounts with respect to that Service or the Agreement as a whole (as applicable) shall, at our option, become immediately due and payable; otherwise your payment will be due in accordance with the agreed upon payment cycle including any grace period; and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. Notwithstanding any termination, you will continue to be responsible for paying all Transactions on all of your Card Accounts. After termination, neither you nor any Cardholder may make any further Transactions on any Card Account. If, however, such Transactions are made, you will be liable for them.

14.4 Return/deletion of Materials and Software. If a Service you are using and/or the Agreement is terminated for any reason, you will do the following:

- Stop using any Materials relating to that Service immediately;
- If applicable, erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your systems; and
- At our option, either return to us or destroy all Materials relating to that Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

15. APPLICATIONS LICENSE

15.1 Application of this section. The terms of this Section govern the provision and use of the Applications. Your, and your Cardholders', use of the Applications and any related services means you have read, acknowledge and agree to the terms and the conditions of this Section. You will ensure that your Cardholders comply with these provisions. We are entitled to grant you licenses (including to your affiliates and Subsidiaries) to access and use the Applications.

15.2 License. The license granted under this Section is a non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services in accordance with the terms of this Section, in a manner intended for authorized use, and to the extent authorized by us (the "License"). Software provided by us or a third party may be subject to separate license terms, including "click-wrap" terms that you will be required to agree to in order to utilize such services. The License shall terminate upon the occurrence of any one of the following events: (i) the Agreement is terminated for any reason; or (ii) this License is terminated pursuant to Section 15.11 below. Additionally, unless such use is promptly stopped after we have notified you of it, we reserve the right to revoke the License granted hereunder if you or your Cardholders use the Applications and any related services in an illegal or unauthorized manner, including in contravention of these terms. We reserve the right to suspend your and your Cardholders' access to, and use of, the Applications upon prior written notice of a violation of any of these terms. In addition, we may suspend your access to, and/or use of, the Applications immediately without notice where such action may be required to prevent interference with or disruption to services to our other customers, to protect the integrity of our systems, or as may be required by law or regulation.

15.3 Disclaimers. THE APPLICATIONS, RELATED SERVICES, AND INFORMATION PROVIDED PURSUANT TO THE APPLICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE AND OUR THIRD PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES.

15.4 Modifications. We may modify, withdraw or suspend the Applications or any part of it without notice at any time.

15.5 Protection of Software. The Software and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. All such intellectual property in the Software and the related services is protected by applicable copyright, patent, trademark or other intellectual property law. The entire content of the Software is subject to our and our third party providers' intellectual property rights, including copyright with all rights reserved. You acknowledge that the License does not convey or grant any intellectual property or other proprietary right to you, except for the limited license granted hereunder. You will follow our instructions concerning access to the Software through our third party vendor platforms. You will ensure that all Participants and Cardholders comply with instructions provided by us and are responsible for any and all acts and omissions of Participants and Cardholders. You further agree not to engage, and will ensure that your employees and agents do not engage, in unacceptable use of the Applications, including the following activities: (i) creating a false identity or otherwise attempting to mislead any person as to your identity or the origin of any communication transmitted through the Applications; (ii) using accounts, account numbers, or attempting to authorize transactions through accounts for which you do not have full authority to conduct such activities; (iii) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Applications or that contain anything that is obscene, defamatory, harassing, offensive, or malicious; (iv) disseminating or transmitting files, graphics, software, or other material that actually or potentially infringes the intellectual property right of any person or entity; or (v) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts through the Applications hosted by us or our third

party vendors and made accessible to you. We may rely on the instructions of any Authorized Users and we will have no liability following any such instruction. You are responsible for all actions taken by Authorized Users with regard to the Applications.

15.6 Accessibility - Your computer systems. Subject to the terms of this Section 15, we will make the Applications available over either the internet or through an intranet site to allow you to electronically and remotely access the Applications. You will provide at your own expense, all necessary telephone lines, internet connections, equipment, software (including a compatible web browser), and services for you to effectively access the Applications. Your access to the Applications will be controlled by a user name and password, as well as the authorization approved by your Program Administrator.

15.7 Infringement Protection. Notwithstanding Section 22 of this Agreement and except as otherwise provided in this Agreement, we will defend at our own expense or settle any action brought against you to the extent it is based your use of the Applications and the Software including, our entitlement to allow your use of the Applications or your use of the Applications infringe any copyright, patent, trade secret or trademark of any third party in the jurisdictions where you are using the Applications, and we will pay all actual and direct costs and damages finally awarded in any such action. Our obligations under this protection are subject to (i) prompt notice from you of any such claim or action; (ii) your not having made any admission of liability or agreed to any settlement or compromise; (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request; (iv) our having sole control of defending such claim or action; (v) your having used the current version of the Applications, as provided to you by us, in compliance with this Agreement; (vi) your using the Applications only in the manner for which the Applications were designed; (vii) your not modifying the Applications; (viii) your not incorporating the Applications with products not approved by us; and (ix) the claim or action is not due to your negligence or willful misconduct. You acknowledge and agree that our obligations under this infringement protection are our only obligations to you with respect to any infringement claim in connection with your use of the Applications.

15.8 Software updates. We may provide upgrades or new releases of Software which we make generally available to our other customers to whom we license the same Software, which will be deemed part of the Applications once we have delivered or made it accessible through our third party vendors to you.

15.9 Training. At your request, we will use commercially reasonable efforts to train persons to use the Software, but we will not bear any responsibility for such training. You will be deemed to have accepted the Software upon its installation, once it is made available to you, or on your use of the Software.

15.10 Software problems. You will inform us of all errors, difficulties or other problems with the Software of which you become aware. We will make all reasonable efforts to promptly fix or promptly provide workarounds for any material errors reported to us. We may request your reasonable cooperation in resolving any such errors, difficulties or other problems by providing us an overview of input, output and all other data we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

15.11 Termination of license. Your license to use the Applications will terminate automatically if you breach a term of this Section 15. If, for whatever reason, we cease to be entitled or permitted to license any Applications to you, the License shall immediately terminate. Where possible we shall provide you with reasonable prior notice of this. In addition, if you breach any of your confidentiality obligations with respect to the Applications, we may seek any and all remedies provided by law or equity.

15.12 Limitations. You acknowledge that the Applications have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to our provision to you or your use of any Software and/or Materials.

16. CHANGES TO A SERVICE

16.1 Requests for changes. You may request us at any time to change the processing instructions for a Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

16.2 Our right to make changes. If due to events outside of our control (including regulatory, card network or market conditions), we may change, add or delete any of the terms of the Agreement (including the schedule of charges currently in effect for you) and/or any terms, conditions and/or pricing and/or rebates applicable to a Service by providing 60 days' notice to you in writing or by electronic means. All such changes will be effective as of the date set forth in such notice. Your continued use of or failure to terminate the Service after the effective date of the change will indicate your agreement to the change. Any other changes shall be mutually agreed upon in writing between the parties.

16.3 Right to terminate. If you disagree with our proposed changes, you may terminate the Agreement in accordance with its terms by providing us with 30 days' advance written notice as set out in Section 14.1 at no additional cost.

If you serve notice on us under this Section 16.3 at least 30 days before our proposed changes are due to come into effect, then unless required by law our proposed changes will not take effect and the Agreement will continue unamended until it terminates pursuant to your notice.

If you serve notice on us under this Section 16.3 less than 30 days before our proposed changes are due to come into effect, then we are entitled (in our absolute discretion) to choose that:

- i. our proposed changes will not apply to the Agreement and the Agreement will terminate on the date on which those changes would otherwise have come into effect (as long as that date is no later than 30 days after the date of your notice); or
- ii. our proposed changes will not apply to the Agreement and the Agreement will terminate 30 days after the date of your notice; or
- iii. our proposed changes will apply to the Agreement with effect from the date on which they are due to come into effect and the Agreement will terminate 30 days after the date of your notice, but, if as a result of the changes you incur any additional fee, charge, expense or other liability, we will promptly apply a corresponding credit to your account with us so as to put you in the same position in which you would have been had the proposed changes never taken effect.

17. ANCILLARY SERVICES

17.1 Adding services. Upon your request and our approval we may provide additional services to you and such Participants as we may agree from time to time. Such services may be subject to additional terms and conditions.

17.2 Receipts imaging service. You may elect to use our receipts imaging service whereby you send us copies of your Transaction receipts, which we will electronically store for you (the "Receipts Imaging Service"). It is your obligation to send us legible copies of your Transaction receipts. You acknowledge and agree that we will not review the Transaction receipts and that you are responsible for retaining the original receipts. Notwithstanding Section 22, we will not be liable for damages if the images are illegible or blank or for failure to provide copies by a given time or for failure to provide copies we are not reasonably able to provide. Images will be made available to you by website at such times as may be set forth in the applicable User Documentation or as otherwise established by us. There is no charge for this Service. We may delete any images we hold for you after seven (7) years from our receipt of the relevant Transaction receipt without notice to you. Upon termination of this Agreement you will no longer have access to any images we hold for you, and we may delete all images we hold for you without notice.

17.3 File feeds to third parties. You may request us to send certain program data to your third party servicers. We will do so on the basis that you have reviewed and accepted our standard file layout and you agree that any file transfer shall only be in such standard file layout. You agree to indemnify, defend and hold us, our successors and permitted assigns, our affiliates and their respective directors, officers, agents and employees harmless from and against every claim, demand, proceeding or suit, and from every liability, loss, damage, cost, charge, expense (including any actions or expenditures required by law or regulations, reasonable attorney, auditor and other fees, and costs) whether or not material, liquidated, contingent or prospective in nature, arising out of, resulting from or related to our compliance with your data transfer request.

17.4 Fee Increases. You acknowledge and agree that any changes to the services which you request and use pursuant to this Agreement may increase the fees which you are required to pay to us in accordance with Section 10 of this Agreement.

18. ADDITIONAL COSTS AND TAXES

18.1 Relevant taxes. You and we agree that the issuance of any Card Account to you or any Card to a Cardholder or any other person pursuant to the Agreement shall be deemed exclusive of any applicable value added tax, any tax or duty that applies or is levied on the issue of any Card, or any similar tax, levy, duty or impost (a "Relevant Tax") and that, where any Relevant Tax is levied on the issue of any Card or Card Account (or on any other Service or product provided by us under or pursuant to the Agreement), we may issue an appropriate invoice for the Relevant Tax addressed to you, and you must promptly pay to us the amount specified in that invoice.

18.2 Other duties and taxes. Where any tax, levy, duty or impost of any kind is applied or levied on the issue or import of any Card into any territory (an "Import Tax"), you must promptly indemnify, keep us indemnified and hold us harmless in full against and for the amount of the Import Tax applied or levied. Where any tax, levy, duty or impost of any kind is applied or levied on the execution, delivery or performance of the Agreement (a "Contract Tax"), you must promptly indemnify and keep us indemnified and hold us harmless in full against and for the amount of the Contract Tax applied or levied.

18.3 Withholding tax. You may be required to make withholding tax payments or other deductions on account of tax from any amounts which you are required to pay to us under the Agreement (a "Withholding Deduction"). Where any individual Cardholder or any individual who holds a Cardless Account makes any payment to us under the Agreement, that person may also be required to make a Withholding Deduction. You must ensure that you (or the relevant Cardholder or other relevant individual) make all Withholding Deductions where required to do so. You must also inform all individual Cardholders and all persons holding a Cardless Account who use or may use a Service of the circumstances in which they must make a Withholding Deduction. You must indemnify us, keep us indemnified and hold us harmless against all losses, costs, expenses and damages which we incur or are reasonably likely to incur as a result of you, any individual Cardholder and/or any other relevant individual failing to make any Withholding Deduction when required.

18.4 Gross-up. If any sum payable to us under the Agreement is subject to any tax, impost, duty, levy, deduction, set-off, counterclaim, contribution or withholding of any nature whatsoever (wherever in the world imposed), including any and all related penalties, charges and interest (in each case a "Tax Deduction"), the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

19. COMMUNICATIONS; NOTICES

19.1 Giving notices. Any written notice or other written communication to be given under the terms of this Agreement will be sent to us at the address we specify in writing. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials. If you are a Participant, you agree and acknowledge that any notice we provide to the Company shall be deemed to be given to you.

19.2 Monitoring of phone calls. You agree that we may electronically monitor and/or record any telephone or other electronic communications (whether by telephone, short message service (SMS) message, multimedia messaging service (MMS) message or any other form of telephonic text message, electronic mail or otherwise) with you in those jurisdictions which permit that practice. If our records about any such communication are different from yours, our records are presumed to be correct, but such presumption may be rebutted by you.

19.3 E-mail Communications. If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance may result in a loss. In addition, you agree that we may rely on the integrity of facsimile transmissions that you send us, and you agree to bear the risk that the information we receive differs from that sent to us, and that such reliance may result in a loss. In the event that an electronic transmission or facsimile transmission is unclear or if we become aware that it is not an authorized communication from you, we will not act on such transmission and will contact you to clarify any intended content of such transmission.

20. CONFIDENTIALITY AND MATERIALS

20.1 General. We acknowledge that information we obtain from you in connection with a Service we provide to you under the terms of the Agreement may be Confidential Information. You acknowledge that the Agreement, our pricing information, and the Materials shall be considered to be our Confidential Information. You also acknowledge our claim to proprietary rights in the Materials and our Confidential Information and that the Materials and our Confidential Information constitutes our "trade secrets" or trade secrets of our licensors or vendors.

20.2 Restrictions. In respect of a party's Confidential Information, the other party will:

- i. Safeguard the Confidential Information at all times;
- ii. Establish and maintain procedures to assure the confidentiality of the Confidential Information and any password or code;
- iii. Use the Confidential Information only for the purposes for which we provide them; and
- iv. Notify the other promptly by telephone, confirmed in writing, if any Confidential Information is lost or its confidentiality is compromised.

Neither party will, nor will allow anyone else to, do any of the following without the other party's prior consent:

- i. Disclose any Confidential Information of the other party to any person or entity, except to its employees and agents with a need to know the Confidential Information.
- ii. Make any copies, in whole or in part, of Confidential Information of the other party in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in this Agreement.
- iii. Translate, reverse engineer, disassemble or decompile any Software or security devices of the other party.

20.3 Use of the Materials. You have sole responsibility for the custody, control and use of all Materials. You must ensure that no individual will be allowed to initiate a request or other instruction contemplated in the Agreement or to have access to any Materials without proper supervision and strict security controls to ensure that the Materials are only used in accordance with this Agreement. If the Service requires use of user identification codes or passwords, we will be entitled to rely on the correct user identification codes and passwords, as described in the relevant User Documentation and shall not be responsible for any loss resulting from our correct use of such data.

20.4 Exceptions. This section does not limit either your or our ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with a Service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which you or we are subject or submits, or (vii) as otherwise required to be disclosed by law or by legal or governmental process. In addition, either party may disclose to its offices, affiliates, officers, employees and agents (and those offices, affiliates, officers, employees and agents may disclose) such information as permitted under this Section or to otherwise carry out its duties or exercise its rights under the Agreement. This section also does not limit our ability or that of our affiliates to access and use transaction data related to a Service provided to you in connection with the management of our or their business.

20.5 No Use of Name. Neither you nor we will use the other's name or refer to the other directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for use.

20.6 Damages insufficient remedy. You and we acknowledge that damages may not be an adequate remedy to protect the other party against breach of this Section 20 of the Agreement. You and we agree that the other party may seek injunctive or other equitable relief in respect of a breach of Section 20 of the Agreement.

20.7 Survival. The obligations enumerated in this Section 20 continue after the Service you are using and/or the Agreement is terminated.

21. INFORMATION SECURITY/DATA PROTECTION

21.1 Overall Data Security Regulations. As a financial institution, we are required to comply with the information security standards established under national and international legal and regulatory requirements applicable to us. We are evaluated regularly for compliance with these obligations by various US and international regulators as applicable.

21.2 Security and Confidentiality. We maintain an Information Security Policy that:

- i. contains appropriate administrative, technical and physical safeguards designed to protect against Information Security Events;
- ii. conforms as required to the requirements of applicable Data Protection Laws; and
- iii. sets forth policies and procedures that are designed to be consistent with, to the extent applicable to the Services, PCI-DSS standards; the card networks rules and regulations; and Financial Services Industry Best Practices.

21.3 Data Protection. You hereby represent and warrant to us now and on each day on which we provide a Service to you that you are in compliance with all Data Protection Laws and where required under such Data Protection Laws you will maintain at all times during the term of the Agreement a valid registration or authorization with any applicable Data Protection Authority. You shall inform us of any requirement of which you are aware which would require us to be registered or authorized with any applicable Data Protection Authority in order to provide the Services to you. You shall obtain on your and, as applicable, our behalf all necessary and valid consents, including Cardholder consents, and provide all necessary data protection notices in order for us to process the Personal Data using such forms as we may prescribe for the purposes described in the Agreement, and to disclose the Personal Data to the types of recipients described in the Agreement, including if applicable where the recipients are located outside of the EEA. You shall retain, and upon request provide us with, copies of such notices and consents. With regard to our processing of Personal Data, we will comply with our obligations as a financial institution as set out in Section 21.1 and all applicable Data Protections Laws.

We may process Personal Data for the following purposes:

- i. to provide and manage the Services;
- ii. to help monitor, assess and carry out statistical product analysis and development;
- iii. to develop for our own use internal data on the types of clients and the markets we service;
- iv. to perform system testing and training;
- v. to manage our business;
- vi. as part of any internal or external audit or compliance review that we or any of our affiliates may undertake;
- vii. to help prevent crime, fraud and terrorism; and
- viii. to comply with card networks rules and all applicable laws and other legal and regulatory requirements.

We will never use Personal Data for direct marketing to Cardholders.

You agree that we may disclose Personal Data to:

- i. our affiliates, agents, auditors and service providers;
- ii. card networks and fraud prevention agencies;
- iii. to any other person if legally required, including to law enforcement agencies, authorities, regulators and courts; and
- iv. any other person to whom we may transfer or intend to transfer, assign or sell any of our rights or obligations under the Agreement.

Any disclosures of Personal Data that we make will be made in compliance with applicable Data Protection Laws.

Where we are deemed to be processing Personal Data on your behalf, we agree to the following:

- i. We will process the Personal Data only as required for the purposes providing the Services or as otherwise set out in the Agreement. We will only act on your instructions in relation to the processing of the Personal Data in accordance with the terms of the Agreement. You are responsible for providing us with any relevant instructions concerning the Processing of Personal Data in connection with Services.
- ii. During the term of the Agreement, we take appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing having regard to the state of technological developments and the cost of implementing those measures, so as to ensure a level of security appropriate to the harm that may result from breach of those measures and the nature of the Personal Data to be protected. In addition, we will ensure that our staff processing Personal Data hereunder keep any Personal Data strictly confidential and not use such Personal Data for any other purposes other than for the provision of Services to you or as otherwise set out in the Agreement.

You acknowledge and agree that data processing related to a Service and your Card Accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide a Service.

21.4 Security Policy. Our Information Security Policy has been approved by our management and is published and communicated to our Workforce. We have procedures designed to ensure that our Extended Workforce are subject to similar policies and processes. We conduct periodic risk assessments to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality and integrity of electronic, paper and other records containing CPI. We require our Extended Workforce to have a similar risk assessment process. The remainder of this Section 21 sets out the key aspects of our Information Security Policy.

21.5 Organizational Security. All information is stored in the United States for programs in the United States and Canada. Such information may be accessed by our Workforce and any Extended Workforce from locations within or outside the United States. Our Information Security Policy applies to all such access. We include, as part of our agreements with any Extended Workforce that has access to CPI, provisions that are consistent with those set out in this Section 21.

21.6 Human Resources Security. We take reasonable steps to ensure that our Workforce is aware of our obligations in the provisions of the Services and Applicable Data Protection Laws, including that any unauthorized processing or disclosure of the CPI may lead to disciplinary action under their contract of employment or other contractual arrangements. Prior to receiving access to CPI, the Workforce and any Extended Workforce receive appropriate security awareness training and recurring security awareness training at appropriate intervals. The access rights of our Workforce with access to Information Processing System(s) or media containing CPI are removed upon termination of their employment, contract or agreement, or adjusted upon change of job function in accordance with the Information Security Policy.

21.7 Physical and Environmental Security. We protect all areas that contain Information Processing System(s) or media containing CPI by the use of security controls deemed appropriate by us.

21.8 Communications and Operations Management. We use detection, prevention, and recovery controls which are consistent with Financial Services Industry Best Practices to protect against malicious software and attacks, and train our Workforce on the prevention and detection of malicious software and attacks. We dispose of any paper, electronic or other record containing CPI using all reasonable steps to destroy (based on our determination of the sensitivity of the information) the CPI. To protect the confidentiality and integrity of CPI in transit, we use encryption tools that are consistent with Financial Services Industry Best Practices, to encrypt records and files containing CPI that we: (i) transmit or send wirelessly across public networks; (ii) store on our laptops; (iii) where technically practicable, store on allowed portable devices; and (iv) store on any device that we authorize to be transported outside of our physical or logical controls. We use appropriate measures to safeguard the security and confidentiality of all encryption keys associated with encrypted CPI.

21.9 Access Control. To protect CPI from the risks inherent in mobile computing and remote access, we perform a risk assessment which, at a minimum, is designed to identify and mitigate risks to CPI from mobile computing and remote access, maintain a policy and procedures for managing mobile computing and remote access, and use security controls that are consistent with Financial Services Industry Best Practices to manage authentication of mobile and remote users.

21.10 Information Systems Acquisition, Development and Maintenance. To protect Information Processing System(s) and system files containing CPI, we restrict access to source code to authorized users whom we have determined have a need to know such CPI in the performance of their duties.

To protect Information Processing System(s) and system files containing CPI, we:

- i. Use a change control process which is consistent with Financial Services Industry Best Practices to implement Information Processing System(s) changes; and
- ii. Use security controls which are consistent with Financial Services Industry Best Practices.

21.11 Information Security Event Management. We maintain an incident response plan that addresses handling of Information Security Events. In accordance with such incident response plan, we will, to the extent not prohibited by law enforcement:

- i. Provide you prompt, but in no event later than (2) Business Days of becoming aware thereof, notice of any Information Security Event documented and verified by us as part of our standard incident response process that involves, or which we reasonably believe involves, the unauthorized access, use or disclosure of your CPI.
- ii. Such notice shall, to the extent we are legally allowed, summarize in reasonable detail the Information Security Event and the corrective action taken or to be taken by us, if known at that time. We will promptly take all corrective action deemed necessary or appropriate by us. This includes responsibility and associated expenses for: (i) to the extent caused by the Bank or otherwise covered by the Bank's insurance, damages of any nature arising out of such Information Security Event, including without limitation damages to the individual Cardholders (i.e. identity theft); (ii) informing all affected individuals if applicable laws require notification to such individuals; (iii) reissuance of credit cards to all affected individuals; and (iv) credit monitoring services for one year for all affected individuals.

21.12 Business Continuity Management. In order to protect the confidentiality and availability of CPI, we maintain a business continuity management program that is consistent with Financial Services Industry Best Practices which we update and test at planned intervals and as required.

21.13 Security Assessments. We permit your representatives to perform one on-site or written assessment of the security controls used at our data processing and business facilities. Such assessments will be performed during regular business hours, at a date and time agreed to by both parties, and will not require access to Information Processing System(s). Such assessments will be subject to our security policies, procedures, and restrictions, including restrictions on access to data centers, the ability to perform hands-on testing, and copying of certain materials.

We scan internal and external facing Information Processing System(s) with applicable industry standard security vulnerability scanning software (including network, server, application and database scanning tools) at a minimum once per month and perform mitigations that we deem appropriate to address issues identified.

We perform a comprehensive application penetration test and security evaluation of all websites used to store, access, or process CPI prior to use and at least annually thereafter.

21.14 De-identification of Personal Data Used in Non-Production Environments. We perform De-identification of all Personal Data prior to storing, accessing, or processing the information in environments other than in our production environments or those of our Extended Workforce, provided that we do not do so if:

- i. The security controls used in the environment are equivalent to the security controls used in the production environment.
- ii. De-identification would interfere with the resolution of a current production failure.
- iii. De-identification would interfere with an atypical, short-term, non-production activity (e.g., near-production final testing) where De-identification would distort the results of the activity; or
- iv. De-Identification would interfere with our legal or regulatory obligations.

22. LIMITATION OF LIABILITY

22.1 Indirect and other loss. Subject to the remaining provisions of this Section 22, we are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a service. In no event will either party be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature. In addition, to the extent permitted by applicable law, in no event shall either party be liable for any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to the other party's data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

22.2 Failure to authorize. You acknowledge that we shall have no obligation or liability to you or any Cardholder where:

- i. any third party fails to honor any payment or transaction requested in connection with a Card, Card Account or Convenience Check (if applicable); or
- ii. we refuse or fail to authorize the use of any Card, Card Account or Convenience Check (if applicable).

22.3 Acts and omissions. Neither party will be responsible for the acts or omissions of the other's officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information received). We will not be responsible for the acts or omissions of any other person or entity, including any clearing-house, card network or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier (except for our suppliers providing the Services under this Agreement), and no such person or entity will be deemed our agent.

22.4 Subsidiaries and other persons. If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote-access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Service or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to a Service.

22.5 Force majeure. Neither you nor we will be liable for and will be excused from any failure or delay in performing our respective obligations for a Service if such failure or delay is caused by circumstances beyond the control of the other party, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, or for the act, omission, negligence or fault of the other.

22.6 Compliance with law. Neither party will be liable for any failure to act on its part if such party reasonably believed that its action would have violated any law, rule or regulation.

23. INTENTIONALLY OMITTED

24. GOVERNING LAW

The Agreement and the Services are governed by the United States laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of Arizona, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder resides or uses a Card Account.

25. RESOLUTION OF DISPUTES

Any dispute or controversy concerning your use of a Service or the Agreement will be decided by binding arbitration conducted in the United States of America (except as you and we expressly agree otherwise) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction. Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we

26. SEVERABILITY

If any provision of the Agreement or its application to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remaining provisions of the Agreement and their application to any other persons or circumstances shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

27. WAIVER

No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.

28. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to us now and on each day on which we provide a Service to you that:

- (i) you are a body corporate acting within the scope of your ordinary course of business and you are not a "consumer" for the purposes of any consumer credit legislation, or regulatory guidance or codes of conduct applicable to consumers (and, if you believe that you have or may become a "consumer" for any of those purposes, you will notify us immediately of that fact). Further, you acknowledge that you will not be treated as a consumer for purposes of the Agreement, and laws and regulations relating to consumer protection shall not apply;
- (ii) the Agreement and its provisions constitute and create legal, valid and binding obligations on you which are enforceable in accordance with their terms;
- (iii) your performance of your obligations will not violate any law applicable to you or facilitate any unlawful transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq;
- (iv) you are in compliance with all AML/Sanctions Laws and are not aware of any breach by you or your Cardholders of any such laws;
- (v) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account;
- (vi) you have obtained all approvals and authorizations required to enable you to enter into, deliver and perform the Agreement and the transactions contemplated under it, including but not limited to any authorizations required from any applicable third party to allow you to transfer funds and access information from that party's account;
- (vii) there are no bona fide proceedings, tax claims or disputes pending or threatened against you in respect of which, if judgment is given against you, would materially affect your financial condition or ability to pay us under the terms of this Agreement;
- (viii) if you are a Participant, you have authorized the Company to take any and all actions on your behalf related to the Agreement and any Services you receive, including binding you to the terms of this Agreement; and
- (ix) the person executing the Agreement has full authority, permission and approval to execute and bind the Company and Participants. You will not dispute such authority, permission and approval regardless of whether you have provided board resolutions or similar documentation to us.

29. ASSIGNMENT

You may not assign the Agreement, or transfer any right or delegate any duty or performance under the Agreement, without our prior written consent, which shall not be unreasonably withheld. Any purported assignment by you of rights or delegation by you of obligations contrary to the provisions of the Agreement shall be void. We may assign our rights and delegate our obligations to a third party. If we do so, we will provide notice to you.

30. AGREEMENT

30.1 Entire agreement. The Agreement and the schedule of charges in effect for you, as amended from time to time, constitute and represent the entire agreement between you and us regarding a Service we provide to you anywhere in the world and supersede and extinguish all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the parties relating to a Service. The Agreement controls in the event of any conflict between it and any relevant User Documentation or any other document.

30.2 Successors and assigns. The Agreement shall be binding upon and inure to your and our benefit and to the benefit of your and our respective successors and permitted assigns.

30.3 Third parties. Except for any person or entity to whom this Agreement provides any express indemnity or covenant, you and we do not intend that the Agreement shall confer any right or benefit on any person or entity who is not a party to the Agreement (including any right or requirement to consent to any variation, amendment or termination of the Agreement), and any and all laws or regulations conferring such rights or benefits are hereby excluded (to the maximum extent permissible). Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership between you and us.

31. YOUR RIGHT OF CANCELLATION

We acknowledge that this Agreement is subject to cancellation by you under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S).

32. COOPERATIVE USE OF AGREEMENT

In addition to the City of Chandler, conditioned upon our approval, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State of Arizona. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. You will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

33. TERM OF AGREEMENT

The term of this Agreement is two years, January 1, 2022 through December 31, 2023. This Agreement may be renewed for up to four two-year terms. Three months prior to the expiration date of the then-current term, you and we may meet to discuss the renewal of this Agreement and, if applicable, negotiate the terms and conditions for such renewal.

34. INSURANCE

General.

- A. At the same time as execution of this Agreement, we shall furnish you 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 possessing a current A.M. Best, Inc. rating of A-7.. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. We, and any of our subcontractors shall procure and maintain, until all of our and their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. You in no way warrant that the minimum insurance limits contained in this Agreement are sufficient to protect us from liabilities that might arise out of the performance of the Agreement services under this Agreement by us, our agents, representatives, employees, subcontractors, and we are free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve us from, nor will it be considered a waiver of our obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, we shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as you require of us in this Agreement. We are responsible for executing the agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. We shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* We must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. Limits may be reached through any combination of primary, excess or umbrella coverages. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must provide equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*

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

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

D. *Errors and Omissions Liability*

For Contracts under \$500,000

Minimum Limits:

Aggregate \$ 3,000,000

For Service Contracts over \$500,001

Minimum Limits:

Aggregate \$ 5,000,000

The policy shall cover loss or damage due to an act, error, omission, or negligence of our employees.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, we warrant that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Agreement is completed.

If such insurance is maintained on an occurrence form basis, we shall maintain such insurance for an additional period of one year following termination of this Agreement. If such insurance is maintained on a claims-made basis, we shall maintain such insurance for an additional period of three years following termination of this Agreement.

If we contend that any of the insurance we maintain pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then we shall provide proof of same.

E. Network Security and Privacy Liability/ Cyber Liability with limits of \$5,000,000 aggregate.

The insurance shall provide coverage for the following risks:

a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form

b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to our services including denial of service, unless caused by a mechanical or electrical failure.

c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

The Commercial General Liability and Automobile Liability insurance policies shall provide a waiver of subrogation.

Notwithstanding any provision hereinto the contrary, we shall have the right to assume in whole or in part, through a program of self-insurance, any and all risks otherwise required by this Agreement to be insured against.

Signature page(s) follow(s); the remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

CITY OF CHANDLER, ARIZONA
(COMPANY'S LEGAL NAME)

BANK OF AMERICA, N.A.

By: _____
(Signature)

By: _____
(Signature)

Name: **Kevin Hartke**
(Print or Type)

Name: _____
(Print or Type)

Title: **Mayor**
(Print or Type)

Title: _____
(Print or Type)

Address for Notices:

City of Chandler, Purchasing Division
175 S. Arizona Avenue
Chandler, AZ 85225

Address for Notices:

Bank of America
Bank of America Office Park
Mail Code FL9-200-02-04 Resolution Services
Jacksonville, FL 32256

APPROVED AS TO FORM:

By: _____ City Attorney



ATTEST:

By: _____ City Clerk



City Council Memorandum Management Services Memo No. 22-042

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Danielle Wells, Revenue and Tax Manager
Subject: New License Series 12, Restaurant Liquor License application for Jared Michael Repinski, Agent, Acqua Di Mare, LLC, DBA Acqua Di Mare

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 180113, a Series 12, Restaurant Liquor License, for Jared Michael Repinski, Agent, Acqua Di Mare, LLC, DBA Acqua Di Mare, located at 106 S. Oregon Street, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 302783.

Discussion:

This application for a liquor license was posted for hearing on February 24, 2022.

Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license application. This recommendation for approval by the Local Governing Body will be within 60 days allowing the applicant to proceed with their new liquor license application process timely.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

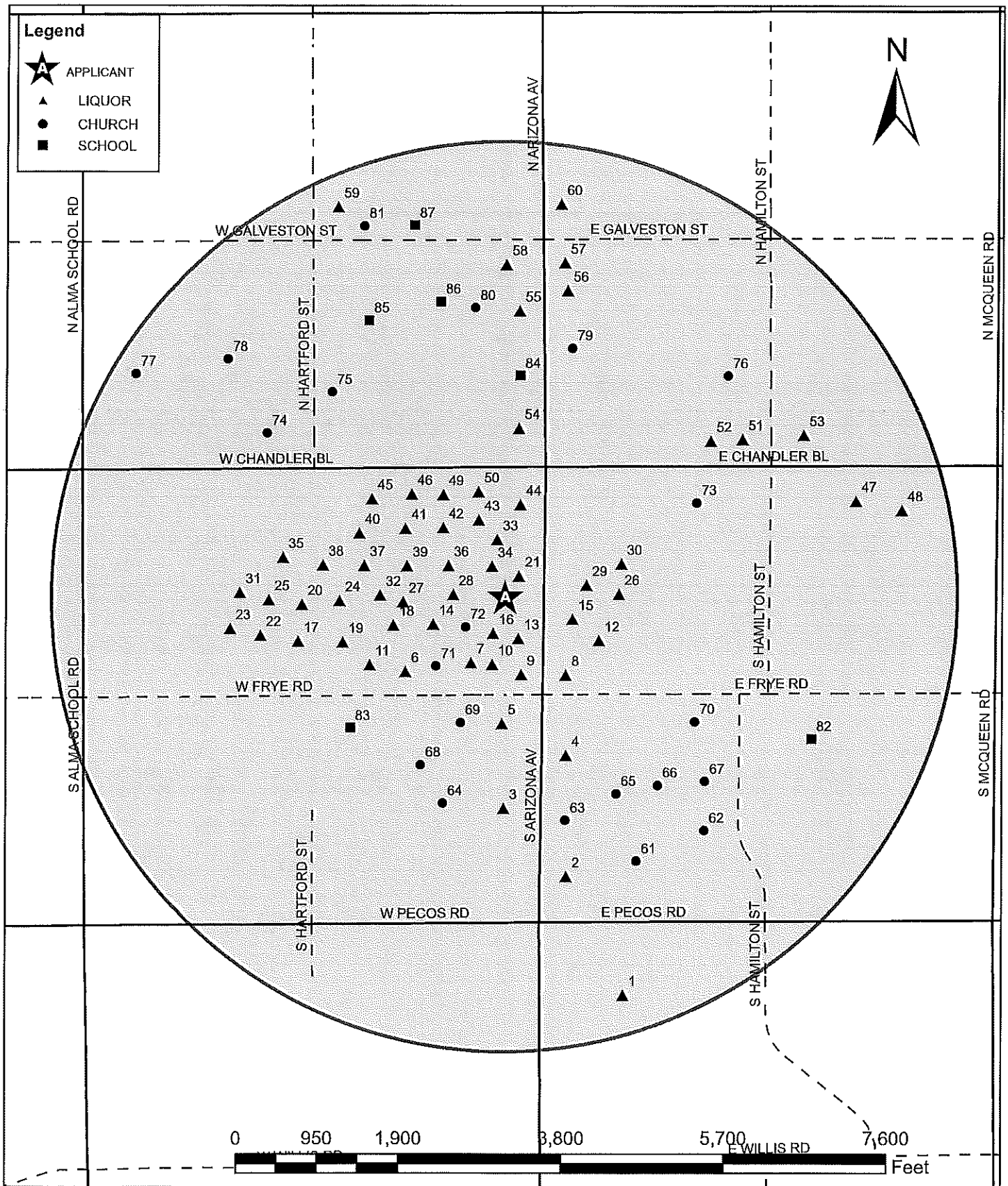
A-Map

B-Floor Plan

A Acqua di Mare
 1 Walmart #2671
 2 Veterans Of Foreign Wars #7401
 3 Circle K Stores Inc #905
 4 Payless Market
 5 El Herradero Brothers Frye
 6 Gadzooks Enchiladas And Soup
 7 The Sleepy Whale
 8 Circle K Store #9187
 9 Improvmania
 10 Ghatt Yo Taco
 11 The Perch
 12 Quarthaus
 13 The Local Chandler
 14 Downtown Chandler Steakhouse
 15 Serrano's Mexican Food
 16 Hilton Garden Inn Chandler Downtown
 17 The Stillery
 18 Jinya Ramen Noodle Bar
 19 Charm Thai Cuisine
 20 Next Door Novelties
 21 Pedal Haus Brewery
 22 The Brickyard
 23 Sasha'S Kitchen & Cocktails
 24 Puro Cigar Bar
 25 West Alley BBQ
 26 Improvmania
 27 Bourbon Jacks Grill
 28 Cheba Hut
 29 Inchins Bamboo Garden
 30 Soho 63
 31 Paletas Betty
 32 Blacksheep Wine and Merchant
 33 Murphy's Law Irish Pub & Ale House
 34 Spin the Bottle
 35 Mingle + Graze
 36 Recreo
 37 Hidden House
 38 San Tan Brewing Company Inc
 39 Crust Simply Italian
 40 Crowne Plaza - Chandler
 41 Craft 64
 42 Eastwind Sushi And Grill
 43 Truland Burgers & Greens

44 Over Easy
 45 San Marcos Golf Course
 46 La Ristra
 47 Singing Pandas Asian Restaurant & Bar
 48 El Alamo Super Carniceria
 49 LOOK Cinemas
 50 Flix Brewhouse Az LLC
 51 Rapid-O Mart
 52 La Lumbrera Carniceria
 53 Chandler Boulevard Lounge
 54 Chandler Center For The Arts
 55 Max And Teds 480
 56 Chodang Tofu Restaurant
 57 La Familia New Market
 58 Chandler Liquors
 59 Kwik Mart
 60 Taqueria Los Portales
 61 Grace Memorial
 62 Chandler Foothills Community Church
 63 Methodist Church
 64 Chandler Church
 65 Mount Olive Missionary Baptist Church
 66 Pentacost Church Of Jesus Christ
 67 Centro De Alabanza Juda
 68 Missionary Baptist Church
 69 Azcend
 70 Door Christian Center
 71 Church Of God
 72 Iglesia Del Nazareno
 73 Centro Evangelistico Church Of God
 74 Kingdom Hall Church
 75 Church Of Nazarene
 76 East Valley Apostolic Church
 77 St Matthews Episcopal Church
 78 Holy Trinity Lutheran Church
 79 Lds Seminary
 80 International Assembly Of God
 81 St Marys Church
 82 Frye Elementary School
 83 San Marcos Elementary School
 84 Chandler High School
 85 Austin Field
 86 Arizona College Prep - Oakland Campus
 87 St. Mary-Basha Catholic School

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)



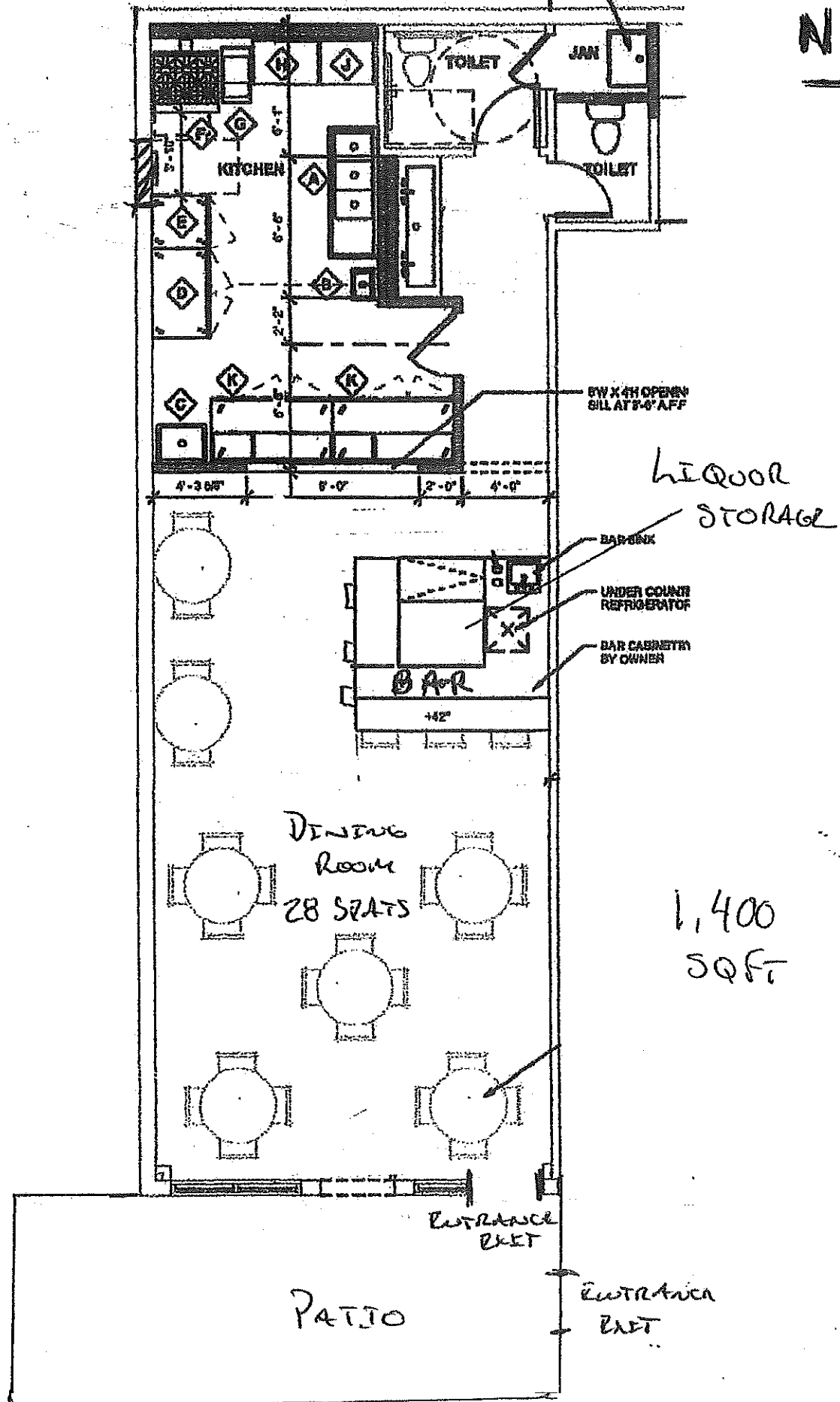
Chandler + Arizona

Liquor License Map - 106 S. Oregon Street

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additional information

NOV 21 12 8 Liqr. Admin AM 8:49





City Council Memorandum Management Services Memo No. 22-039

Date: February 24, 2022
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Matthew Dunbar, Budget Manager
Subject: Adoption of Notice of Intention to Increase Certain Water, Wastewater, Reclaimed Water, and Solid Waste Rates and Set the Date for Public Hearing.

Proposed Motion:

Move to adopt the Notice of Intention to increase certain Water, Wastewater, Reclaimed Water, and Solid Waste fees and set the date for the Public Hearing on April 28, 2022.

Background/Discussion

The City of Chandler manages Water, Wastewater, Reclaimed Water, and Solid Waste utilities that are each set up as separate self-supporting enterprise funds. The City's Financial Policies require a utility rate analysis to be completed annually based on a ten-year financial projection as part of the budget process to ensure rates are adequate to fund operations, capital, debt service, bond covenants, and reserves. Additionally, utility cost of service consultant studies are performed every 4-5 years to review utility rate structures and demands on systems.

To prepare for the FY 2022-23 budget, the City engaged a consultant to conduct a Cost of Service (COS) study for the Water, Wastewater, Reclaimed Water, and Solid Waste utilities beginning in 2020. The intent of the Water, Wastewater, and Reclaimed Water study was to ensure each customer class (single-family, multifamily, non-residential, landscape, and industrial) was contributing to the cost of operation in proportion to their demand on the system. As a result, the increases proposed are not the typical across-the-board increases but vary by customer class depending on the results of the study. The Solid Waste utility was

also a part of the COS study, but as the City only provides services to residential customers, the focus was on services offered as part of solid waste operations where the use of those services was shown to have some inequity.

In general, Chandler is projecting the need for rate increases in each of the Water, Wastewater, and Reclaimed Water enterprises to fund debt service costs related to capital system maintenance as infrastructure ages to ensure quality and safe systems, new and expanded facilities that serve everyone in Chandler, as well as increased ongoing operating costs such as chemicals and electricity. The rate increase for the Solid Waste utility is needed to cover anticipated contract and operating increases, including costs related to the current transfer station facility and the former landfill (now the Paseo Vista Recreation Area). Fees for use of bulk collection, Recycling and Solid Waste Collection Center (RSWCC) for certain items, and alley collection are being recommended to minimize the overall rate increase needed for all residents. The attached information paper (titled Proposed Utility Rate Changes), shows that single-family customers will see only a very slight increase in their water and wastewater rates effective July 1, 2022. As a result of the COS Study, other customer classes will see varying increases based on their impact on the systems. Outside City rates will continue to be calculated using the current differentials of 1.4 times the Inside City rates for water and reclaimed water, and 1.6 times the Inside City rates for wastewater.

If the City Council supports moving forward with the proposed rate changes after the Public Hearing on April 28, 2022, Council will then consider an Ordinance introduction on April 28, 2022, and final adoption on May 12, 2022. City staff has engaged in an extensive public outreach program beginning in January 2022 to ensure all users of these services have the information pertaining to the resulting impact of their planned City utility costs, especially since the COS adjustments mean rate increases vary by customer class. One of the key elements of the public outreach is a short video produced by the Communications and Public Affairs (CAPA) Department, which has been shared through the Chamber of Commerce to businesses, through social media to increase public awareness, and in public meetings. Public outreach has also included three staff-led open meetings (virtual and in person) where attendees were able to ask questions about the rate changes and related projects. The City website, chandleraz.gov/proposedutilityrates, also included a public comment button that allowed residents to provide feedback throughout the process.

If Council approves the Notice of Intention (NOI), it will be posted on the City's website on February 25, 2022. In accordance with State Statute, the City will also publish the notice in the Arizona Republic newspaper showing the date, time, and place of the Public Hearing. Also, as required by State Statute, a copy of the

documents supporting the revised Water, Wastewater, and Reclaimed Water fees will be filed with the City Clerk for public review for 30 days prior to the public hearing. The utility financial plans reflect a necessary revenue increase in FY 2022-23 of 2% for the Water Enterprise, 4% for the Wastewater Enterprise, 8% for the Reclaimed Water Enterprise, and 3.4% for the Solid Waste Enterprise, as well as fee changes related to services in alleys, bulk collection, and the RSWCC. These increases will cover additional debt service and operating costs due to new and expanded infrastructure, and maintain the financial integrity of the various enterprises, including debt service coverage and cash reserve policy requirements over the next fiscal year.

Attachments

Notice of Intention

Proposed Utility Rate Changes

Utility Rate Changes Timeline

CITY OF CHANDLER
NOTICE OF INTENTION TO AMEND THE
CITYWIDE FEE SCHEDULE AND UTILITY RATES

NOTICE IS HEREBY GIVEN THAT at a Regular Meeting of the Chandler City Council to be held in the Council Chambers, 88 E. Chicago Street, on Thursday, April 28, 2022, at 6:00 p.m., it is the City Council's intention to amend the Citywide Fee Schedule, for Solid Waste fees which will be effective July 1, 2022, as well as an intention to increase certain Water, Wastewater and Reclaimed Water Utilities rates which will also be effective July 1, 2022. A Public Hearing will also be held on Thursday April 28, 2022, at a Regular Meeting of the City Council to be held in the Council Chambers, 88 E. Chicago Street at 6:00 p.m. to hear and receive written comments regarding the proposed increase to certain Water, Wastewater, Reclaimed Water and Solid Waste rates.

A copy of the documents supporting the Increase to Certain Water, Wastewater, Reclaimed Water, and Solid Waste Rates will be available in the office of the City Clerk commencing February 25, 2022 and will be available online as well.

City of Chandler's Proposed Utility Rate Changes (Effective 7/1/22)

The City of Chandler manages and operates Water, Wastewater, Reclaimed Water and Solid Waste utilities for its customers. As you can imagine, no one likes increases in utility rates, but from time to time rate changes are necessary. Chandler is currently projecting needed rate increases to fund debt service costs related to new and expanded Water and Wastewater facilities that serve everyone in Chandler (Ocotillo Water Reclamation Facility and San Tan Vista Surface Water Treatment Plant), as well as their expanded ongoing operating costs, which include chemicals and electricity. Other drivers are costs for capital system maintenance needed as infrastructure ages to ensure safe systems and increased operating costs for our solid waste utility.

Chandler's utility projections show revenue increases needed by July 1, 2022 (Water +2%, Wastewater +4%, Reclaimed Water +8% and Solid Waste +3.4%). Most of the time, utility rate increases are implemented "Across the Board". For example, if revenue increases of 2% were needed for the water system, the rates would go up 2% for each customer class (single family homes, multi-family units, landscape water usage, industrial, and other non-residential uses of water).

This year, Chandler conducted a "Cost of Service" study to review how much it costs our Water system to provide the amount of water needed on a daily basis for each customer class, our Wastewater systems to handle the flow being returned for processing, and our solid waste system's different service levels provided. In other words, this common costing approach more accurately reflects the actual cost of providing service to each customer class based on their usage characteristics. Our customer classes, which include single family residential, multi-family residential, landscape, industrial and non-residential, each have certain peak water usage requirements that the City needs to be able to support through our treatment plant capacity. The related systems' costs are then distributed to each customer class through this "Cost of Service" approach.

So, what did the study tell us? The results of this study showed that over time, customer classes' demands have changed and there are some customer classes paying more than their share of the required costs, and others paying less. This misalignment between customer classes is not surprising since Chandler has continued to grow and has become more automated since our last "Cost of Service" study 5 years ago. Therefore, instead of applying "Across the Board" rate increases to generate the needed revenue, we will incorporate the "Cost of Service" study results, to get each customer class back in alignment. But, as we did not get out of alignment overnight, we are not going to try to adjust back overnight, instead the needed changes will transition over a 5-year period.

Chandler needs to generate additional revenue for each utility; therefore, the first planned rate changes would become effective July 1st, 2022. Proposed rates were included in the FY 2021-22 Adopted Budget at 2% for Water, 8% for Wastewater, 8% for Reclaimed, and 6% for Solid Waste, however, rates have been revised after the COS study and rate model updates to show actual revenue needs by classification. These rates are currently going through the public notification and public hearing process before they become official, and this information is intended to help each customer plan for the utility rate impacts for their home, business, or homeowner association budget.

A list of the proposed rate changes and average monthly bill impacts per customer class are shown on below for each of the Utilities and Classifications.

City of Chandler's Proposed Utility Rate Changes (Effective 7/1/22)

Water	Jul-22
Residential % (Blended Tier Rate)	1.27%
Multifamily % (Blended Tier Rate)	1.83%
Non-Residential %	3.79%
Landscape %	5.88%
Industrial %	4.33%

Wastewater	Jul-22
Residential %	1.21%
Multifamily %	8.30%
Non-Residential % Volumetric	6.88%
Industrial % Volumetric	6.88%

Reclaimed	Jul-22
Reclaimed %	8.00%

Solid waste	Jul-22
Residential %	3.40%

Water- Avg. Bill Examples	Current	Proposed Effective 7/1/2022
Residential Avg. Bill (12,000 gal. 5/8" meter)	\$ 29.23	\$ 29.68
Multifamily Avg. Bill (500k gal. 6" meter)	\$ 1,231.00	\$ 1,253.00
Non-Residential Avg. Bill (200k gal. 2" meter)	\$ 431.00	\$ 468.00
Landscape Avg. Bill (200k gal. 1" meter)	\$ 523.00	\$ 553.00

Wastewater- Avg. Bill Example	Current	Proposed Effective 7/1/2022
Residential Base Avg. Bill (Flat Fee)	\$ 27.32	\$ 27.65
Multifamily Avg. Bill (150 units)	\$ 1,464.00	\$ 1,585.50
Non-Residential Avg. Bill (200k gal. 2" meter)	\$ 706.00	\$ 754.17

Reclaimed- Avg. Bill Example	Current	Proposed Effective 7/1/2022
Monthly Average (850k gal)	\$ 589.85	\$ 637.00

Solid Waste- Avg. Bill Example	Current	Proposed Effective 7/1/2022
Monthly Fee (Flat Fee)	\$ 17.95	\$18.56

Combined Average Bill Examples	Current	Proposed Effective 7/1/2022
Residential Combined Avg. Bill	\$ 74.50	\$ 75.89
Multifamily Combined Avg. Bill	\$ 2,695.00	\$ 2,838.50
Non-Residential Combined Avg. Bill	\$ 1,137.00	\$ 1,222.17

The impact of the rate changes for each individual customer would depend on the volume of water used, amount of wastewater processed each month and meter size used.

Additionally, there are recommended changes from the Cost of Service Study to certain Solid Waste services. The proposed changes would allow for two no-cost visits to the RSWCC per year for the first 400 pounds of a load, any weight above 400 pounds will be charged at \$50 per ton for the overage. Additional visits will be \$10 per visit for the first 400 pounds, and then \$50/ton if over 400 pounds.

Dropping off only recyclable materials or house-hold hazardous waste will remain cost-free.

Curbside bulk collection scheduling will be available for up to 2 free collections per year with additional bulk collections costing \$30.

Those with alleyway collection instead of curbside collection will be charged for the additional costs associated with the service of \$1.61 per residence per month.

Detailed information on the COS Study and the full schedule of utility rate changes is available on the City's web site chandleraz.gov/ProposedUtilityRates.

Timeline for FY 2021-22 Adoption of Utility Rates with Related Cost of Service Adjustments by Ordinance
(Mid-Year due to COVID COS contract impacts)

Action	Requirement	Timeframe	Schedule
Created Website, City Scope, Social Media bursts, Video, news paper articles, noted on Utility Bills, and separate Alley Mailing			Prior to Jan 31
Public Outreach – SFR, Multi-Family			Jan 31
Public Outreach – SFR, with Alley focus			Feb 3
Public Outreach – Non-Residential			Feb 8
Feedback to Council on results of Public Outreach process – Final Draft/Direction			February 24 2022
Adopt by Motion Notice of Intention to Increase Water, Reclaimed Water and Wastewater Rates (including publishing the date of the public hearing and making available a written report or supporting data)	Arizona Revised Statutes § 9-511.01.A.2	60 Days Prior to Public Hearing	Thursday, February 24, 2022 (Council Meeting)
Publish the Notice of Intention one time in a newspaper of general circulation within the boundaries of the municipality	Arizona Revised Statutes § 9-511.01.A.2	20 Days Prior to Public Hearing <i>(must be published by Friday 4/8/22 for 4/28/22 meeting)</i>	
Conduct Public Hearing for Water, Reclaimed Water and Wastewater Rate Increases	Arizona Revised Statutes § 9-511.01.B	Upon Expiration of 60 Day Notice of Intention <i>(60 day period ends 4/25/22)</i>	Thursday, April 28, 2022 (Council Meeting)
Introduce Ordinance to Increase Water, Reclaimed Water, Wastewater and Solid Waste Rates			Thursday, April 28, 2022 (Council Meeting)
Adopt Ordinance to Increase Water, Reclaimed Water, Wastewater and Solid Waste Rates			Thursday, May 12, 2022 (Council Meeting)
Effective Date of Water, Reclaimed Water, Wastewater and Solid Waste Rates	Arizona Revised Statutes § 9-511.01.C	30 Days after Formal Adoption <i>(30 day period ends 6/11/22)</i>	Bills issued after Saturday, July 1, 2022

Water Rates - Chandler City Code Section 50-11
Wastewater Rates – Chandler City Code Section 50-12

Reclaimed Water Rates – Chandler City Code Section 50-11.1
Solid Waste Rates – Chandler City Code Chapter 44

Attachment 3



City Council Memorandum Neighborhood Resources Memo No.
NR22-003

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Riann Balch, Community Resources Manager
Subject: Accept \$7,000,000 in redistributed ERA1 funds from the US Department of the Treasury and enter into an Intergovernmental Agreement Between the City of Chandler and Maricopa County for the Emergency Rental Assistance (ERA) Program.

Proposed Motion:

Move City Council pass and adopt resolution No. 5554 accepting \$7,000,000 in redistributed ERA1 funds from the US Department of the Treasury and approving an Intergovernmental Agreement between the City of Chandler and Maricopa County for the Emergency Rental Assistance Program.

Background:

On February 25, 2021, the City Council approved and adopted Resolution No. 5543 authorizing the City of Chandler Neighborhood Resources Department to accept ERA1 funds in the amount of \$7.95 million from the United States Department of the Treasury to provide eligible Chandler households with rent and utility assistance.

On September 23, 2021, the City Council approved and adopted Resolution No. 5522 authorizing the acceptance of ERA2 funds in the amount of approximately \$6.3 million for the same purpose. City Council further approved contracts with AZCEND, Chandler's designated Community Action Program, for the distribution of ERA1 and ERA2 funds for direct assistance payments to eligible Chandler households.

On December 9, 2021, the City Council adopted Resolution No. 5536 approving and authorizing the reallocation of Emergency Rental Assistance Program funds (ERA1 and ERA2) to Maricopa County (with an intergovernmental agreement forthcoming for City Council approval) for distribution to eligible Chandler families on an interim basis. This reallocation provided use of Maricopa County's Dynamics system, which provides Chandler residents access to an online portal to apply for assistance and real-time information related to application status. The Dynamics system also provides the City with a database capable of collecting and reporting the complex data required by the U.S. Department of the Treasury.

To date, all the original \$7.95 million in ERA1 funding designated for assistance to Chandler families has been expended; only \$150,000 in administrative funds remains from that allocation. Fifty percent (50%) of the City's \$6.3 million in ERA2 funding is anticipated to be expended by the end of March, and all funding will be expended by the end of 2022, if not sooner.

On December 30, 2021, the City received notice from the U.S. Department of the Treasury approving the City's request for an additional \$7.0 million of redistributed State of Arizona ERA1 funds. These additional funds were received by the City on February 3, 2022. \$6.85 million will be forwarded to Maricopa County, and \$150,000 will be utilized in the City's Neighborhood Resources Department to support housing stability services and program administration.

Discussion:

This intergovernmental agreement designates Maricopa County as the City's subrecipient of ERA1 and ERA2 funds and provides up to \$6,850,000 of the newly redistributed ERA1 funds and up to \$6,300,000 of ERA2 funds to the County based on the availability of funds as determined by the City. Maricopa County will be responsible for program eligibility, quality review, funds distribution and reporting.

Financial Implications:

Funds allocated to Maricopa County will be paid from 217.4700.5219.0.3NR002 and 217.4700.5219.0.3NR003 and were included in the FY 21/22 budget.

Attachments

Resolution 5554

Intergovernmental Agreement No. C-22-062-X-00_Updated

RESOLUTION NO. 5554

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA ACCEPTING REDISTRIBUTED EMERGENCY RENTAL ASSISTANCE PROGRAM (“ERA1 PROGRAM”) FUNDS IN THE AMOUNT OF \$7,000,000 FROM THE UNITED STATES TREASURY DEPARTMENT; AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY FOR ERA1 AND ERA2 PROGRAMS; AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT.

WHEREAS, the City of Chandler requested, and the United States Treasury Department approved, \$7,000,000 in redistributed ERA1 Program funds; and

WHEREAS, ERA Program provides rental assistance for COVID-impacted residents located in the City of Chandler and nearby unincorporated areas; and

WHEREAS, the Parties desire to establish the terms and conditions by which the City of Chandler will provide Maricopa County with United States Treasury Department ERA1 and ERA2 Program funds in accordance with the terms of the Intergovernmental Agreement attached hereto as Exhibit “A”.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the City of Chandler accepts redistributed ERA1 Program funds in the amount of \$7,000,000 from the United States Treasury Department.

Section 2. That the Intergovernmental Agreement between the City of Chandler and Maricopa County acting by and through the Maricopa County Human Services Department is approved in substantially the form attached hereto as Exhibit “A” for ERA1 and ERA2 Program funds;

Section 3. That the Mayor of the City of Chandler, Arizona is authorized to execute the Intergovernmental Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5554 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

JMB

INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF CHANDLER

Agreement Amount: \$13,150,000
Agreement Start Date: December 6, 2021
Agreement Termination Date: June 30, 2024
Agreement Number: C-22-22-062-X-00
CFDA Number: 21.023 Emergency Rental Assistance Program
DUNS # Maricopa County: 050391270
DUNS # City of Chandler: 077524981

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between Maricopa County ("Subrecipient" or "County") administered by its Human Services Department ("Department") and City of Chandler (City), and pertains to rental assistance for COVID-impacted residents located in the City of Chandler and its unincorporated areas. The City and the Subrecipient collectively are referred to as the "Parties" and individually as the "Party."

2.0 PURPOSE

The City shall provide Subrecipient with U.S. Department of Treasury Emergency Rental Assistance (1.0 and 2.0) funds for the provision of ERA 1.0 and ERA 2.0 activities.

3.0 TERM OF AGREEMENT

- 3.1 The term of this Agreement is from December 6, 2021, through June 30, 2024.
- 3.2 This Agreement may be extended for two (2) one-year terms, provided the Subrecipient is in compliance with the terms and conditions of this Agreement and the extension is contained in an Amendment as provided in Section 4.0 below.
- 3.3 This Agreement shall be effective upon approval and signature by both Parties.

4.0 AMENDMENTS

Any changes to this Agreement shall be effective only in a written amendment signed by both Parties.

5.0 ADMINISTRATIVE CHANGE ORDERS

- 5.1 The Chandler City Council is authorized upon recommendation of the City and Legal Counsel to make changes within the general scope of the Agreement on behalf of the City through Administrative Change Orders. Administrative Change Orders shall be approved and fully executed by the Subrecipient's County Board of Supervisors Chairman and the City. Administrative Change Orders may address any of the following areas:
 - 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
 - 5.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;

- 5.1.3 Modifications required by federal, state, or City regulations, ordinances, or policies; and
- 5.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

6.0 FUNDING

- 6.1 The City shall provide the Subrecipient with \$6,850,000 in Catalog of Federal Domestic Assistance (CFDA) 21.023, Emergency Rental Assistance 1.0 (ERA 1.0) funds provided to the City through the U.S. Department of Treasury.
- 6.2 The City shall provide the Subrecipient with \$6,300,000 in Catalog of Federal Domestic Assistance (CFDA) 21.023, American Rescue Plan Act Emergency Rental Assistance 2.0 (ERA 2.0) funds provided to the City through the U.S. Department of Treasury.
- 6.3 Funding expenditures are:
 - 6.3.1 A minimum of \$6,300,000 ERA 1.0 funds to be spent to provide rental and utility assistance to eligible residents; and
 - 6.3.2 A maximum amount of \$550,000 ERA 1.0 funds to be spent for administrative costs through June 30, 2022; and
 - 6.3.3 A minimum of \$6,300,000 ERA 2.0 funds to be spent to provide rental and utility assistance to eligible residents.

7.0 AVAILABILITY OF FUNDS

- 7.1 This Agreement and the Parties' obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient are available to the City for disbursement. The City shall be the sole authority in determining the availability of funds under this Agreement, and the City shall keep the Subrecipient fully informed as to the availability of funds.
- 7.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality other than the Parties to amend, suspend, or terminate its fiscal obligation under or provided in connection with this Agreement, then the Parties may amend, suspend, or terminate this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. The Parties shall give written notice of their intent to suspend performance or intent to terminate this Agreement under this section at least ten (10) calendar days in advance.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

- 8.1 The City Shall:
 - 8.1.1 Review invoices submitted by the Subrecipient and reimburse the Subrecipient for rental and utility assistance to eligible households.
 - 8.1.2 Report to the U.S. Department of Treasury on the Subrecipient's use of funds.
 - 8.1.3 Share client information with the Subrecipient as it deems necessary or at the request of the Subrecipient in order for the Subrecipient to fulfill its responsibilities. Client information may include but is not limited to client name, contact information, and income.

- 8.2 The Subrecipient shall:
- 8.2.1 Provide rental and utility assistance to qualifying households located in the City of Chandler and its unincorporated areas. Services are to assist with stabilization of the households' immediate basic needs:
 - 8.2.1.1 Provide rental and utility financial assistance services to income-eligible households who are unable to meet their basic housing needs with their own income or resources and are experiencing an economic hardship as a result of the COVID-19 pandemic.
 - 8.2.1.1.1 Utility assistance is limited to gas, electric, water, trash, and sewer.
 - 8.2.1.2 The Subrecipient shall track rental assistance expenditures and utility assistance expenditures separately.
 - 8.2.2 Determine Eligibility:
 - 8.2.2.1 Eligible applicants must demonstrate a reduction or loss of income or increased expenses due to COVID and provide a documented COVID impact occurring not before April 1, 2020.
 - 8.2.2.2 Utilizing the Area Median Income (80%) to determine eligibility for assistance.
 - 8.2.2.3 Eligible applicants must have an existing lease agreement.
 - 8.2.2.4 Eligible applicants must have rent owed, which is verified by either the landlord or property management company in writing.
 - 8.2.2.5 In accordance with U.S. Department of Treasury, the Subrecipient shall take client attestations or utilize proxies for any and all eligibility requirements.
 - 8.2.2.6 The Subrecipient shall determine eligibility in accordance with ERA 1.0 and 2.0 guidance and regulations established by the U.S. Department of Treasury.
 - 8.2.3 Process applications for financial assistance to include:
 - 8.2.3.1 Any applications prior to the period of the agreement term that was received by the City and or its delegated agent.
 - 8.2.3.2 Allow payments for up to 15 months of rent owed for months not before April 1, 2020 for ERA 1.0; and
 - 8.2.3.3 Allow payments for up to 18 months of rent owed for months not before April 1, 2020 for ERA 2.0;
 - 8.2.3.4 Rental assistance may include utility payments when utilities are included in rent.
 - 8.2.3.5 Rental assistance may include any fees that are on the account.
 - 8.2.3.6 The Subrecipient shall prioritize and process applications in accordance with ERA guidance and regulations established by the U.S. Department of Treasury.
 - 8.2.4 Process rental assistance payments:
 - 8.2.4.1 For approved households receiving rental assistance payments, the Subrecipient or its designee shall process checks payable and/or electronic funds transfers (EFT) in accordance with applicable ERA guidance and regulations established by the U.S. Department of Treasury.
 - 8.2.4.2 Rental assistance may include fees owed on the account.
 - 8.2.5 Service Requirements:
 - 8.2.5.1 The Subrecipient shall adhere to the following service requirements:

- 8.2.5.1.1 Determine eligibility for households applying for ERA 1.0 and ERA 2.0 services;
- 8.2.5.1.2 Utilize a case management database to record services provided to households; and
- 8.2.5.1.3 Maintain files and confidential information on each household, whether paper-based or electronic, in a secure manner.
- 8.2.6 Program Standards/Guides:
 - 8.2.6.1 The Subrecipient shall:
 - 8.2.6.1.1 Be responsible for the development and implementation of ERA 1.0 and ERA 2.0 program standards, guides, processes, policies, and procedures in its entirety, which will be in alignment with the law and regulations for these federal programs.
 - 8.2.6.1.2 Reimburse the City for authorized payments that do not meet the service requirements under this Agreement and ERA 1.0 and ERA 2.0 service requirements, program standards, or program guidelines.
- 8.2.7 Procedures for Rent Financial Services:
 - 8.2.7.1 The Subrecipient shall employ procedures for intake and processing ERA 1.0 and ERA 2.0 that are responsive to the needs of households in crisis.
 - 8.2.7.2 The Subrecipient shall obtain all hard copy or electronic documents needed to verify household eligibility for assistance and document such eligibility.
- 8.2.8 Grievance Procedure:

The Subrecipient shall establish a system through which households may file complaints or grievances regarding any work completed under this Agreement or may appeal an eligibility decision made by the Subrecipient.
- 8.2.9 Reporting.
 - 8.2.9.1 The Subrecipient shall submit monthly reports identifying all required information for the ERA 1.0 and ERA 2.0 Monthly Reports including total number of participating households and the total amount of ERA 1.0 and ERA 2.0 funds expended.
 - 8.2.9.2 Monthly reports shall be due no later than 10 days after the end of the reporting month.
 - 8.2.9.3 The Subrecipient shall submit Quarterly Reports which shall include all data components and measures for Reporting Modules A through G described in Emergency Rental Assistance Program: Reporting Guidance version 1 (dated June 30, 2021).
 - 8.2.9.4 Quarterly Reports will be due no later than 25 days after the end of the reporting quarter.
 - 8.2.9.5 The Subrecipient shall ensure the report information included in the submitted Monthly and Quarterly Reports pursuant to this Agreement meets the standards set by the U.S. Treasury for ERA Quarterly Reporting.

8.2.10 Compliance

The Subrecipient shall be responsible for compliance with federal, state, and City requirements as they relate to the federal American Rescue Plan Act Emergency Rental Assistance funding requirements.

9.0 COMPENSATION

- 9.1 The City shall provide financial assistance in an amount not to exceed the amount listed on page 1 of this Agreement and subject to the terms of this Agreement and availability of funds.
- 9.2 Subject to the availability and authorization for funds for the explicit purposes set forth in this Agreement, the City shall pay the Subrecipient compensation for services rendered as indicated in the following subsections.
- 9.3 The Subrecipient shall be reimbursed utilizing Catalog of Federal Domestic Assistance (CFDA) Number 27.023
- 9.4 The City shall reimburse the Subrecipient on a net 0 payments standard.

10.0 METHOD OF PAYMENT

- 10.1 The Subrecipient agrees to submit monthly reimbursement requests to the City unless monthly expenditures for the activity do not exceed One Thousand Dollars (\$1,000.00). The City agrees to reimburse the Subrecipient for actual allowable costs incurred, following submittal by the Subrecipient of an itemized statement of actual allowable expenditures incurred, supported by back-up documentation such as invoices and copies of checks showing payment of invoices.
 - 10.1.1 In the event, the City is not able to fully fund reimbursement requests made under ERA 1.0, the City shall reimburse the County with ERA 2.0 and indicate it as such.
- 10.2 The Subrecipient shall submit to the City a Request for Reimbursement of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th and all Requests for Reimbursement shall be submitted no later than July 30th for the preceding fiscal year.
- 10.3 The Subrecipient shall submit invoices for Services and for costs incurred to riann.balch@chandleraz.gov.
- 10.4 Reimbursement by the City is not to be construed as final in the event that the Department of Treasury disallows reimbursement for the activity or any portion thereof. Funds not expended in implementing this activity or upon completion of the activity shall be returned to the ARPA unprogrammed funds account. Request for reimbursement must be made using the Request for Reimbursement form provided by the City.

11.0 DISALLOWED COSTS

- 11.1 The cost principles set forth in the Code of Federal Regulations, 48 C.F.R., Chapter 1, Subchapter E, Part 31 including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs. Those costs that are specifically defined as unallowable in 48 C.F.R., Chapter 1, Subchapter E, Part 31 therein will not be submitted for reimbursement by the Subrecipient and may not be reimbursed with City funds.
- 11.2 The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. §§ 200, et seq.

12.0 FINAL REIMBURSEMENT UPON CONTRACT TERMINATION

- 12.1 Prior to termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.
 - 12.1.1 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.
 - 12.1.2 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10th.
 - 12.1.3 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.

13.0 TERMINATION

- 13.1 Under A.R.S. § 38-511, either party may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or County at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 13.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the City under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.
- 13.3 The City has the right to terminate this Agreement upon twenty-four (24) hour notice when the City deems the health or welfare of the service recipients are endangered or the Subrecipient's noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.
- 13.4 In accordance with 2 C.F.R. §§ 200, *et seq.*, the City may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.
- 13.5 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

14.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

City of Chandler:
Joshua Wright, City Manager
(480) 782-2000
Joshua.wright@chandleraz.gov
175 S. Arizona Ave.
Chandler, AZ 85225

Subrecipient:
Jacqueline Edwards, Director
(602) 506-4812
Jacqueline.Edwards@maricopa.gov
234 N. Central Avenue 3rd Floor
Phoenix, AZ 85004

15.0 EMPLOYMENT DISCLAIMER

- 15.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 15.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient may be considered a City agent, employee, or representative and that no rights of City civil service, City retirement, or City personnel rules shall accrue or apply to any such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend and hold harmless the City with respect to the foregoing.
- 15.3 The City agrees that no individual performing under this Agreement on behalf of City may be considered a Subrecipient agent, employee, or representative and that no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall accrue or apply to any such individual. The City shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the City shall indemnify, defend and hold harmless the Subrecipient with respect to the foregoing.

16.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by Subrecipient of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The Subrecipient and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

17.0 GENERAL REQUIREMENTS

- 17.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of the American Rescue Plan Act. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 17.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

- 17.3 The Subrecipient is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee, or agent of the City.
- 17.4 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the City and has received written approval for the payments.
- 17.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

18.0 ACCEPTANCE OF FUNDS

Subrecipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the City within thirty (30) days after receipt, unless Subrecipient receives a written waiver of this requirement by the City.

19.0 ASSIGNMENT AND SUBCONTRACTING

- 19.1 No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the City. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the City agrees otherwise.
- 19.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a Subrecipient.

20.0 DISPUTES

- 20.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
- 20.2 If a dispute cannot be resolved informally, then the Subrecipient shall notify the City in writing by mailing notice of the dispute to the Deputy City Manager within ten (10) business days from expiration of the informal dispute resolution process described in Subparagraph 19.1 above.
- 20.3 The Deputy City Manager shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the Deputy City Manager shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the City Manager.
- 20.4 The City Manager shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the City Manager shall be final and not appealable.
- 20.5 Pending a final decision of the City Manager, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the Deputy City Manager's decision.

21.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

22.0 STRICT COMPLIANCE

The City's acceptance of the Subrecipient's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

23.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the City and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the City within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of receipt of audit findings. The City shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the City that the Subrecipient is not in -compliance with the audit requirements.

24.0 AUDIT DISALLOWANCES

- 24.1 The Subrecipient shall, upon written notice, reimburse the City for any payments made under this Agreement that are disallowed by a federal, state, or City audit in the amount of the disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 24.2 If the City determines that a cost for which payment has been made is a disallowed cost, then the City will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the City, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the City.

25.0 PROPERTY

- 25.1 Any City property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the City, and title to all such property shall revert to the City upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted in this Agreement.
- 25.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient. Repair costs of such property shall be the responsibility of the Subrecipient.

26.0 LIMITATION ON LIABILITY

- 26.1 The City and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents,

representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the City and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement.

- 26.2 The Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement.

27.0 GENERAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions.

28.0 INSURANCE

Each Party is a public entity. For such reason, insurance policy requirements shall not apply. Instead, each Party shall provide the other Party a Certificate of Self-Insurance equal to:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000

29.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Agreement. The provision applies to work performed by Subrecipients or Subcontractors at all tiers.

30.0 TECHNICAL ASSISTANCE

The City will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all

applicable laws, regulations, and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

31.0 STAFF AND VOLUNTEER TRAINING

The City may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the City.

32.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

33.0 LOBBYING

33.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

33.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

34.0 RELIGIOUS ACTIVITIES

The Subrecipient warrants that none of its costs and none of the costs incurred by the Subrecipient or any of its Subcontractors will include any expense for any religious activities.

35.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the City or the Subrecipient or any Subcontractor under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

36.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City may immediately terminate this Agreement without liability.

37.0 RIGHTS IN DATA

The City shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance under it.

38.0 COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the City reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

39.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

39.1 The City will annually monitor the Subrecipient's compliance for fiscal and programmatic performance under the terms and conditions of this Agreement. On-site visits for compliance monitoring may be made by the City or its grantor agencies (or by both the City and its grantor agencies) at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the City shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the City for inspection and copying.

39.2 The City shall request information for fiscal monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:

39.2.1 Financial Management 2 C.F.R. § 200.302

39.2.2 Internal Controls 2 C.F.R. § 200.303

39.2.3 Bonds 2 C.F.R. § 200.304

39.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305

39.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306

39.2.6 Program Income 2 C.F.R. § 200.307

39.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308

39.2.8 Period of Performance 2 C.F.R. § 200.309

39.2.9 Insurance Coverage 2 C.F.R. § 200.310

39.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338

39.2.11 Procurement Standards 2 C.F.R. § 200.318

39.2.12 Indirect Costs 2 C.F.R. § 200.414

39.2.13 Compensation-Personal Services 2 C.F.R. § 200.430

39.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

40.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

40.1 The Subrecipient shall, during the term of this Agreement, within 15 business days from acceptance, inform the Community Development and Resources Manager in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the City, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the City of any such agreement shall be a breach of this Agreement and the City may immediately terminate this Agreement without liability.

40.2 The Community Development and Resources Manager may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Community Development and Resources Manager, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.

40.3 If the Community Development and Resources Manager determines that the award to the Subrecipient of such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the City Manager shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient

disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

41.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

42.0 RECOGNITION OF CITY SUPPORT

The Subrecipient shall give recognition to the City and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

43.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all its Subcontracts.

44.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§18-131 and 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

45.0 EQUAL EMPLOYMENT OPPORTUNITY

- 45.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.
- 45.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 45.3 The Subrecipient shall and shall cause its Subcontractors to comply with:
 - 45.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
 - 45.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
 - 45.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
 - 45.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
 - 45.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

46.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Subrecipient agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq.*

47.0 FINANCIAL MANAGEMENT

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in a manner specified by the City in accordance with applicable State of Arizona and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the City to obtain information about the account. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

48.0 RETENTION OF RECORDS

48.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Subrecipient that are related to this Agreement.

48.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the City, federal and state auditors and any other persons duly authorized by the City shall have full access to, and the right to examine, copy, and make use of any and all of the records.

49.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the Subrecipient shall reimburse the City for the services not supported and documented.

50.0 IMMIGRATION LAWS AND REGULATIONS

50.1 Federal Immigration and Nationality Act

50.1.1 The Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the City to inspect personnel records to verify such compliance.

50.1.2 By entering into this Agreement, the Subrecipient warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the City upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

50.1.3 The Subrecipient may request verification of compliance for any employee or Subcontractor performing work under the Agreement. Should the City suspect or find that the Subrecipient or any of its Subcontractors are not in compliance, then the City may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

50.2 **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:

50.2.1 That then Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

50.2.2 A breach of a warranty under this Subparagraph 49.2 shall be deemed a material breach of this Agreement and the City may immediately terminate this Agreement without liability; and

50.2.3 The City and any contracting government entity retain the legal right to inspect the papers and employment records of any Subrecipient or Vendor employees who works on this Agreement to ensure that the Subrecipient or Vendor is complying with the warranty provided under this Subparagraph 49.2.3 and that the Subrecipient agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

51.0 DRUG FREE WORKPLACE ACT

The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Subrecipients and grantees of federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

52.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

52.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

52.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

52.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

52.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 52.1.2 above; and

52.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

52.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

53.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

53.1 The Subrecipient agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;

53.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Subrecipient and copies provided to City upon request; and

53.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 50.0, in all subcontracts over the simplified acquisition threshold (\$250,000 as of June 2021).

54.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

55.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

56.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

56.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

56.2 This Agreement may be immediately terminated by the City if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement.

56.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

56.3.1 Non-performance of any obligations required by this Agreement.

- 56.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
- 56.3.3 Unauthorized expenditure of funds.
- 56.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq.*
- 56.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 56.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
 - 56.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.
 - 56.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 56.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

57.0 ADMINISTRATIVE REQUIREMENTS

- 57.1 Accounting Standards - The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 57.2 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The City may specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than sixty (60) calendar days following the written determination of noncompliance by the City.
- 57.3 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
 - 57.3.1 Records to be maintained - The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;

- 57.3.2 DUNS Number and SAM Profile - All Subrecipients shall have a valid Dun and Bradstreet (DUNS) number and an active profile in the federal System for Award Management (SAM).
- 57.3.2.1 To obtain a DUNS Number use this link:
<https://www.dnb.com/duns-number.html>
- 57.3.2.2 For additional information on System for Award Management (SAM) and, DUNS use this link:
<https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>
- 57.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all ERA requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
- 57.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 57.3.5 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

Signatures contained on following page

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:
THE CITY OF CHANDLER

APPROVED BY:
MARICOPA COUNTY

Joshua Wright Kevin Hartke
City Manager Mayor

Bill Gl
Chairman, Board of Supervisors

Date: _____

Date: JAN 21 2022

Attested to:

Attested to:

City Clerk

Juanita Garza
Juanita Garza, Clerk of the Board

Date

JAN 21 2022
Date 01/21/22

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF CHANDLER UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney Date

Carne C. Longo 1/19/22
Deputy County Attorney Date

**City Council Memorandum Police Memo No.**

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Sean Duggan, Police Chief
From: Carole Speranza, Field Operations Manager
Subject: Approval of Resolution No. 5557, Repealing previously approved Resolution 5537, Authorizing the Chandler Police Department to Enter Into an Agreement with Off Duty Management, Inc., (ODM) to Provide Management and Administrative Services to the Police Department's Extra Duty Program and Assignments; and Authorizing the Chief of Police to Sign, Administer, Execute, and Submit all Documents and Other Necessary Instruments in Connection with Such Agreement.

Proposed Motion:

Move City Council approve Resolution No. 5557, repealing Resolution No. 5537 and Authorizing an Agreement between the City of Chandler and Off Duty Management, Inc. (ODM), to Provide Management and Administrative Services to the Police Department's Extra Duty Program and Assignments; and Authorizing the Chief of Police to Sign, Administer, Execute, and Submit all Documents and Other Necessary Instruments in Connection with Such Agreement.

Background:

The Chandler Police Department wishes to enter into an agreement with Off Duty Management (ODM) for the purpose of managing and providing administrative services for the Department's Extra Duty Program. This agreement allows for a no-cost solution to assist the Chandler Police Department with the administration and execution of extra duty assignments. The services are comprehensive, customizable, and include 24/7 customer support, managing inbound service requests, scheduling, time and attendance, payroll, and invoicing. Each officer placed in an off-duty assignment through ODM will be covered by ODM's comprehensive insurance program.

The Field Operations Division of the Police Department currently has one full-time employee that manages all aspects of the Extra Duty program; two other Field Operations employees and the Field Operations Supervisor serve as a back-up to the Extra Duty Coordinator. Implementing this program will enable these employees to dedicate their time and resources to other needs within the Department.

The City Council previously approved an agreement with ODM on January 27, 2022, via Resolution No. 5537. Resolution No. 5537 is being repealed as part of this action due to incorrect dates listed in the contract and correcting verbiage to allow the Chief of Police to sign, administer, execute, and submit all documents and other necessary instruments in connection with the agreement.

Financial Implications:

The agreement with ODM is a no-cost agreement. ODM's revenue is created by charging an administrative fee to the vendors that seek out police services.

Attachments

Agreement - ODM
Resolution No. 5557



OFF DUTY MANAGEMENT

Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of the Effective Date below and is between OFF DUTY MANAGEMENT, Inc., a Texas Corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 ("ODM" or "Contractor") and the City of Chandler, Arizona, a municipal corporation organized under the laws of the State of Arizona, for and on behalf of the Chandler Police Department, having its principal offices at 250 E. Chicago St. AZ, 85225 ("Client" or "Agency"). ODM and Client are sometimes individually referred to herein as "Party" and collectively as the "Parties".

"Effective Date"

If no date is specified, the Effective Date of this Agreement is the date of the last signature below.

"Recitals"

In consideration of the reciprocal promises, covenants and agreements contained in the Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. Services

1.1 Statements of Work and the Services.

- (A) Except where expressly stated otherwise to the contrary, ODM shall perform, at its sole expense, the Services described in this Agreement, and any applicable Statements of Work (or schedules or other attached documents) that the Parties may execute from time to time during the term of this Agreement. As used in this Agreement, "Statement of Work" or "SOW" means a Statement of Work executed pursuant to this section 1.1, including all schedules, exhibits, and attachments thereto, as each may be amended from time to time and agreed to in writing by an authorized representative of the Parties. "Services" as used in this Agreement means, collectively, the services, deliverables, and functions to be provided by ODM under this Agreement. ODM shall provide the requisite staff, and resources necessary to provide Client with the services described in this Agreement, and any applicable Statement of Work. ODM shall provide Client with support services for the coordination, management, and provision of its personnel related to the Client's off duty uniformed officer outside employment services. ODM shall provide Client with support and administrative services specific to Customer off duty outside employment requests and assignments that include, but are not limited to scheduling, billing, payroll, and reporting.
- (B) Each Statement of Work shall include a description of the Statement of work, schedules, rates, and other specifications and terms the Parties agree are applicable to such Statement of Work. Statements of Work shall, upon execution by authorized representatives of the Parties, be deemed incorporated into this Agreement.
- (C) Customer is defined as any person or entity requesting Client's off duty officer outside employment services.

Invoicing and Payment. Client acknowledges that ODM will charge Customers the officer's pay rate plus an administrative fee per assignment, and any applicable sales tax as specified in the applicable Statement of Work. ODM reserves the right to require Customers to either prepay or pay by credit card for the services requested, including any applicable administrative fee, and sales tax. Customer shall pay ODM's invoice(s) within thirty (30) days after the date that Customer receives such invoice(s). A late payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower late payment charge, the late payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof,

then ODM will have the option to terminate services at one or more of Customer's facilities following ODM's provision of at least two (2) days' notice to Customer.

- Prepayment Checks: There will be an additional 3.5% fee for all prepayments with checks.
- Credit Card Payments: For customers paying by credit or with debit card there will be an additional 3.5% fee.
- Cancellation:
 1. Once an assignment has been approved and scheduled; Customer cancelling or reducing an assignment shall pay the full ODM administrative fees for the first 24 hours of the original assignment.
 2. Customer cancelling or reducing an assignment within 48 hours of the start of the assignment shall pay the greater of officer hours worked or the agency minimum hours plus ODM administrative fees for the first 24 hours of the original assignment.

2. Term and Termination

2.1 This Agreement is valid for a term of two years from the date of the most recent signature, unless terminated in accordance with the terms of this Agreement. "Term" in this Agreement includes the aforementioned period in addition to any applicable renewal.

2.2 Renewals. With the mutual written consent of the Parties, the Term of this Agreement may be renewed up to a maximum of two (2), one (1) year periods. Any renewal under this subsection 2.2, will be a continuation of the same terms and conditions as set forth in this Agreement, and any applicable addendums.

2.3 Termination.

(A) Either party may terminate this Agreement for convenience and without cause, at any time, by giving the other party, thirty (30) days advance written notice designating the date of termination. Any notice required or permitted under this Agreement shall be sent in accordance with Section 8 of this Agreement.

(B) Each party may terminate this Agreement, if the other party materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other party.

(C) It is the intent of the Parties that, where allowed by law, they be placed in their respective positions immediately before their entry into this Agreement in the event of a termination or expiration of this Agreement.

2.4 Permits and Licenses. ODM shall, at ODM's expense, obtain and maintain all necessary permits, licenses and government approvals needed to perform its obligations under this Agreement.

2.5 Business Name. ODM shall conduct business under its own name. ODM shall not use the Client's name, nor the name of Client's Affiliates, in providing the Services.

2.6 Contractor's Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Client shall have no authority to direct the day-to-day activities of ODM or any of ODM's employees, agents, or independent contractors (together with Contractor, the "Staff")

3. Relationship

3.1 Client and ODM agree that neither party has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party.

3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.

3.3 Client is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to.

3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance and other obligations pertaining to its Staff.

4. Confidential Information

- 4.1 Definition of Confidential Information. All information disclosed by either Client or ODM as a "Disclosing Party" to the other party as a "Receiving Party" or otherwise learned by the Receiving Party in connection with performance of the Services here under ("Confidential Information") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Client, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; or formulae, products, processes, procedures, programs, inventions, systems, or designs of the Disclosing Party.
- 4.2 Ownership and Use. The Receiving Party acknowledges that all Confidential Information remains the property of Disclosing Party. Receiving Party agrees not to use any Confidential Information for any purpose except pursuant to this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party. The Receiving Party shall not use any Confidential Information for any purpose other than pursuant to this Agreement. Such obligations do not apply to information which 1) is or hereafter becomes generally known, or 2) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure, or 3) subject to the Texas Public Information Act as provided by Texas Government Code 552, or 4) subject to Arizona Revised Statutes regarding public records which can be found at A.R.S. § 39-101 et seq.
- 4.3 Protection. ODM will implement and maintain safeguards for Confidential Information sufficient to (1) ensure the security and confidentiality of the Confidential Information, (2) protect against anticipated threats or hazards to the security or integrity of such Confidential Information, and (3) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Confidential Information to protect the privacy of such information. At a minimum: (i) ODM shall not transmit Confidential Information across unsecured communication channels or wireless LANs, and shall ensure that all Confidential Information, whether in transmission or storage is secured against unauthorized access and/or distribution through encryption, authentication and robust access, distribution and replication controls; (ii) ODM shall implement security assessment tools to monitor the system resources and security controls; (iii) ODM shall implement and maintain detective and intrusion response and recovery plans for monitoring potential unauthorized access to its systems, and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; (iv) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Confidential Information.
- 4.4 Security. ODM will notify Client as soon as possible in the event it believes, or has reason to believe, that either a loss of Confidential Information or security breach has occurred and will provide assistance in identifying appropriate information relating to the breach.
- 4.5 Return. Within five days following the earlier of (i) the request of the Disclosing Party, or (ii) the expiration or termination of this Agreement, Receiving Party shall return to the Disclosing Party or destroy all Confidential Information and all related documents and materials. Such Confidential Information must be destroyed by modifying, shredding, erasing or otherwise making the information unreadable or undecipherable.
- 4.6 Injunctive Relief. The parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Agreement pertaining to the Confidential Information and intellectual property, and that the Disclosing Party or its customers or suppliers may suffer irreparable injury as a result. In the event of any such breach or threatened breach, the Receiving Party hereby consents to the granting of injunctive relief without the posting by the Disclosing Party of any bond or other security.

5. Trademarks and Intellectual Property

- 5.1 Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other party's prior written consent. Except as expressly stated herein, each party retains all right, title, and interest in and to its intellectual property.
- 5.2 ODM is, and shall be, the sole and exclusive owner of all right, title and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.
- 5.3 The performance of the Services may require Client to make use of ODM's technology, such as, but not limited to OfficerTRAK® software, the use of which requires the acknowledgement and agreement to the terms and conditions thereof. Client acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Client's obligations hereunder.

6. Warranties

- 6.1 ODM warrants that all Services provided hereunder shall be performed in accordance with generally accepted standards for the industry to which such Services relate. If any Service or work product does not meet the warranties set forth above, ODM will do everything necessary, without charge, to bring the Services or work product, as applicable, into compliance with such warranties in a timely manner. Client acknowledges that the furnishing of the Services provided for herein by ODM does not guarantee protection against all contingencies.
- 6.2 ODM warrants that it will perform and provide the Services in compliance with all policies and procedures of Client as may be provided from time to time by Client, and all laws, rules, and regulations applicable to the Services and/or Contractor in its performance and delivery of the Services.

7. Insurance

ODM, at its own cost and expense, will maintain the following insurance throughout the term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M. Best):

General Liability	\$2,000,000 Each Occurrence/\$3,000,000
Worker's Compensation	Full statutory coverage
Employer's Liability	\$1,000,000 per occurrence

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder.

All certificates of insurance shall name Client as additional insured with respect to general liability coverage and shall require that Client be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during performance of the Services. ODM shall provide certificates of insurance to Client prior to the Agreement Effective Date, and thereafter upon the renewal of all policies to be maintained hereunder.

8. General Provisions

- 8.1 Notices. Legal Notices under this Agreement shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Courtered notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties as follows:

If to ODM, to Principal Place of Business: 1906 Ave D, #200, Katy, Texas 77493; and

If to Client, to:

Attn: Carole Speranza, Field Operations Manager, Chandler Police Department; 480.782.4247 (office);
carole.speranza@chandleraz.gov (email)

8.2 Assignment and Delegation

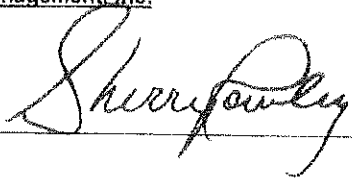
- (a) No Assignment or Delegation. Client may not assign any of its rights nor may Client delegate any performance under this Agreement, except with the prior written consent of ODM. Any assignment of Client's rights or delegation of Client's duties are prohibited under this subsection, whether they are voluntary or involuntary, by subcontract, agency, merger, consolidation, dissolution, operation of law, change of control, or any other manner.
- (b) Ramifications of Purported Assignment or Delegation. Without limiting any other remedy ODM may have against Client for such purported assignment, any purported assignment of rights or delegation of performance in violation of this section is void.
- (c) Successors and Assigns. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

- 8.3 Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to principles of conflicts of law thereof. Further, the parties expressly consent to the exclusive jurisdiction and venue in the applicable Division of the United States District Court where the defendant Party is located, or the Texas District Courts in the county in which the defendant Party is located, and if located in more than one county, in the county in which the principal offices of the defendant Party are located, and all applicable appellate courts. Accordingly, any action or proceeding brought by either party which is based on, or derives from, this Agreement will be brought in such courts.
- 8.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including without limitation direct and reasonable attorney fees, the fees and costs of experts and consultants.) incurred by such party in such suit or action, including without limitation any post-trial or appellate proceeding.
- 8.5 Limitation of Liability. To the extent permitted by law, neither party will be liable to the other or any third party for lost profits, incidental, consequential, punitive, special, exemplary, or indirect damages of any kind, even if such party has been advised of such damages in advance or such damages were foreseeable.
- 8.6 Entire Agreement. This Agreement (including, without limitation, all applicable schedules and attachments referenced in and attached to this Agreement) constitutes the final, complete, and exclusive statement of the agreement between the parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each party.
- 8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- 8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Trademarks and Intellectual Property, Confidentiality, Warranties, Limitation of Liability, Insurance, and any other provisions that by their nature are intended to survive expiration or termination of this Agreement.
- 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each party agrees to accept telefax signature pages as originals.
- 8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- 8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Client and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with or arising out of any such employment contract except to prepare checks and to pay any such employee who is a party to such a contract, in conformity with information provided by Client. With respect to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite, Client shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including but not limited to its negotiation, compliance, implementation, renewal, enforcement, and termination.
- 8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of ODM. Any individual signing this Agreement on behalf of Client represents, warrants, and guarantees that he or she has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.
- 8.13 Waiver. No delay or omission by a party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.
- 8.14 Force Majeure. Neither party shall be liable to the other party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control including but not limited to acts of God, war or national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators or other competent authorities or interruption of, or inability in obtaining, supplies or services from third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Off Duty Management, Inc:

By: _____



Printed Name: Sherry Rowley

Title: CEO, Off Duty Management

Date: _____

2/7/22

Agency: City of Chandler Police Department

City of Chandler, Arizona, an Arizona municipal corporation
Sean Duggan, Chief of Police

By: _____

Printed Name: Sean Duggan

Title: Chief of Police

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

EPW

ATTEST:

By: _____

City Clerk

EXHIBIT A

STATEMENT OF WORK

Scope of Services

Date: January 20, 2021

Off Duty Management (ODM) will manage all external customer requests for off-duty officer outside employment services as of Go Live date. ODM will manage the following for the agency:

- Officer Payroll
- Scheduling
- Invoicing/Collections

Policies/Procedures

- ODM will comply with all applicable agency orders, rules, and policies.
- ODM will coordinate with agency should there be any questions with a customer or assignment.
- Agency will modify existing off duty policies to incorporate ODM management and administration.

Payroll/Rates and Fees

- Officers interested in working for ODM will be required to sign up as 1099 contractors for ODM.
- Officers will be paid weekly for any work completed through ODM for the prior week.

Pay Rates

Type	Hourly Rate	Notes
Regular	\$58.94	
Traffic	NA	
Supervisor	\$77.07	Sgt. Pay
Holiday*	NA	
Emergency**	NA	

Vehicle Fees

- Vehicle fee is \$ 6.00 per hour.
- Vehicle fees will be sent to the city finance department weekly via ACH.

Customer Fees

- Officer hourly pay rate plus 11 % ODM admin fee per hour.
- Vehicle hourly fee plus 11% ODM admin fee per hour.

Scheduling

Assignment Selection

- Assignments will be pushed out to officers via OfficerTRAK® to their mobile devices once received and approved.
- Officers will select and work shifts based on alphabetical rotation. Last minute jobs will be filled first come first serve. Additional options for fairness will be reviewed during implementation and can be adjusted during the duration of the agreement.

Min and max per shift work

- 2 hour minimum per request.
- Officers are limited to work 12 off-duty hours per day and 20 hours per week. (Monitored by agency).

Minimum Job Notification

- None. Less than 24 hours will be considered last minute or emergency.

Agency Assignment

- Requests submitted through agency website will default to that agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for the agency:
 - Mesa PD
 - Gilbert PD
 - MCSO
 - TBD
 - TBD

Insurance Coverages

- ODM will provide liability and statutory workers compensation coverage. COI will be provided to the city.

OfficerTRAK® Software

- Officers working for ODM will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view ODM assignments requested through their agency.
- ODM will provide Agency access to OfficerTRAK® software to create and manage internal assignments only (limited to agency and city assignments). Internal assignments and ODM will be viewed by officers in the same app. ODM will maintain officer information for both databases.
- Agency will create a web page with link to OfficerTRAK® for customers to request service online.

OfficerTRAK® Training

ODM will provide the following onsite and online training

- Administrators – Training guides and virtual training
- Officers – Training guides and practice jobs

RESOLUTION NO. 5557

A RESOLUTION AUTHORIZING AND APPROVING THE CHANDLER POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH OFF DUTY MANAGEMENT, INC., TO PROVIDE MANAGEMENT AND ADMINISTRATIVE SERVICES TO THE POLICE DEPARTMENT'S EXTRA DUTY PROGRAM AND ASSIGNMENTS.

WHEREAS, Off Duty Management, Inc., is authorized to enter into an Agreement with the City of Chandler, and

WHEREAS, the City of Chandler, through its Police Department, wishes to enter into an agreement with Off Duty Management, Inc.

WHEREAS the Chandler City Council adopted Resolution 5537 at its regular meeting on January 27, 2022, authorizing the Police Department to enter into an agreement with Off Duty Management, Inc., to provide management and administrative services to the Police Department's Extra Duty program; and

WHEREAS, due to changes in the Agreement after approval by City Council on January 27, 2022, it is necessary to repeal Resolution 5537 and adopt a new resolution authorizing the Agreement and resolution as modified.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona as follows:

Section 1. Resolution 5537 adopted by the City Council on January 27, 2022, is repealed.

Section 2. The Chandler Police Department is authorized to enter into an agreement with Off Duty Management, Inc., in substantially the form attached hereto as "Exhibit A" (the revised Agreement).

Section 3. The Chief of Police is authorized to sign the Agreement on behalf of the City of Chandler, and to administer, execute, and submit all documents and any other necessary instruments in connection with the Agreement, including any such future extensions of the Agreement under the same terms and conditions not to exceed the duration of the original agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5557 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____ 2022.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *EPW*



City Council Memorandum Police Memo No. N/A

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Sean Duggan, Chief of Police
From: Doug Reed, Police Support Services Manager
Subject: Purchase of Property and Evidence Walk-In Freezer and Installation Services

Proposed Motion:

Move City Council approve the utilization of Maricopa County Contract No. 171203, with Andrew's Refrigeration, Inc., and City of Chandler Agreement No. BF8-936-3802, with Western States Fire Protection Co., for the purchase of property and evidence walk-in freezer and installation services, in an amount not to exceed \$56,038.12.

Background/Discussion:

The Police Property & Evidence Unit receives, stores, and disposes of items of evidence impounded by officers as allowed by law. There are certain impounded items that must be kept frozen to preserve evidence. The current evidence freezer is nearing capacity and an additional freezer is needed. This request is to purchase and install an additional freezer at the Police Property & Evidence facility.

Evaluation:

On October 14, 2021, City Council approved Agreement No. BF8-936-3802, Amendment No. 3, with Western States Fire Protection Co., for fire protection services, for the term of September 1, 2021, through August 31, 2023. Maricopa County competitively solicited and awarded contract No. 171203 to Andrew's Refrigeration, Inc. The City has a current agreement with Maricopa County allowing for the cooperative use of its contracts. Andrew's Refrigeration, Inc. will furnish and install the equipment and Western States Fire Protection Co. will install the fire protection for the equipment.

Staff recommends use the City's agreement with Western States Fire Protection Co. and cooperative use of the Maricopa County contract with Andrew's Refrigeration to complete this project in a timely and efficient manner.

Financial Implications:

Funding for this expenditure will be paid from the City's federal AZCARES/American Rescue Plan Act (ARPA) allocation.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2010.5818.5ARP.0.0	General Fund	N/A	\$56,038.12	N



City Council Memorandum Public Works & Utilities Memo No. CP22-129

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
From: Kimberly Moon, Principal Engineer
Subject: Resolution No. 5471 Approving an Intergovernmental Agreement Between the City of Chandler and Maricopa County

Proposed Motion:

Move City Council pass and adopt Resolution No. 5471 approving an Intergovernmental Agreement between the City of Chandler and Maricopa County for right-of-way assistance for improvements to Lindsay Road from Ocotillo Road to Hunt Highway.

Background:

This project consists of improvements to Lindsay Road, from approximately 600 feet north of Ocotillo Road to Hunt Highway, with four through lanes (two through lanes in the northbound and southbound directions), as a minor arterial standard with 55' on each side, per the 2010 Transportation Comprehensive Master Plan and subsequent 2019 Transportation Master Plan Update. This project will complete the gaps of missing arterial roadway improvements between developed communities. Improvements include new pavement, raised landscaped medians, bike lanes, center turn lane, curb, gutter, sidewalk, Americans with Disabilities Act upgrades, street lighting, drainage infrastructure, communication and traffic signal infrastructure, utility relocations, landscaping and fence restoration, traffic signal upgrades, and dual left turn lanes at intersection of Lindsay and Riggs roads. The project also includes drainage improvements such as retention basins and concrete scuppers to accommodate future drainage needs in the project area. In addition, there will be improvements to traffic signals and the traffic signal interconnect, as well as new LED street lighting and conversion of overhead

electrical Salt River Project 12kV power to underground.

The project is receiving federal funds for design and a combination of federal and local funding for land acquisition and construction; therefore, environmental, right-of-way and utility clearances are being coordinated with Arizona Department of Transportation and the Federal Highway Administration. Construction is currently scheduled to begin in Fall 2023 and expected to take 16 months to complete.

Right-of-Way acquisition from both City and unincorporated Maricopa County properties is necessary for the project. An Intergovernmental Agreement (IGA) is necessary to facilitate right-of-way acquisition assistance from Maricopa County. After completion of project design and prior to construction, the City will process annexation of and assume maintenance responsibility for the Lindsay Road rights-of-way located in the County.

A related resolution setting the roadway alignment and authorizing the acquisition of right-of-way for the project is also scheduled for this City Council meeting.

Attachments

Resolution No. 5471

Intergovernmental Agreement

RESOLUTION NO. 5471

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY FOR RIGHT-OF-WAY ASSISTANCE FOR IMPROVEMENTS TO LINDSAY ROAD FROM OCOTILLO ROAD TO HUNT HIGHWAY.

WHEREAS, the City of Chandler has designated Lindsay Road a minor arterial roadway and has proposed to improve Lindsay Road from Ocotillo Road to Hunt Highway; and

WHEREAS, a portion of Lindsay Road lies within unincorporated Maricopa County; and

WHEREAS, Maricopa County has agreed to provide right-of-way assistance to the City of Chandler for improvements to Lindsay Road from Ocotillo Road to Hunt Highway in accordance with the terms of the Intergovernmental Agreement attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the Intergovernmental Agreement between the City of Chandler and Maricopa County for right-of-way assistance for improvements to Lindsay Road from Ocotillo Road to Hunt Highway is approved in substantially the form attached hereto as Exhibit "A".

Section 2. That the Mayor of the City of Chandler, Arizona, is authorized to execute the Intergovernmental Agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5471 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



EXHIBIT "A"

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE
CITY OF CHANDLER FOR RIGHT-OF-WAY ASSISTANCE FOR:
LINDSAY ROAD FROM OCOTILLO ROAD TO HUNT HIGHWAY
TR222**

(C-64-21- ____ -X-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**) and the City of Chandler, an Arizona municipal corporation (**City**). County and City are collectively referred to in this Agreement as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. § 12-1111(6) authorizes County to exercise the right of eminent domain to obtain property for roads and streets.
2. A.R.S. § 12-1111(6) authorizes City to exercise the right of eminent domain to obtain property for roads and streets; however, A.R.S. § 9-276(A)(20) limits such power to streets and highways within City's corporate limits.
3. A.R.S. § 11-951 et seq. authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

4. Lindsay Road is in southeastern Maricopa County within the City of Chandler and unincorporated Maricopa County. City has designated Lindsay Road a minor arterial roadway and has proposed to improve Lindsay Road (**Project**) from Ocotillo Road to Hunt Highway (**Project Area**) pursuant to the approved plans for City's Capital Improvement Project No. 6ST693.
5. City plans to construct the Project in Fiscal Years 2023 and 2024 and to annex the Project upon completion of construction.
6. City may require assistance from County's Real Estate Department (**MCRED**) in acquiring right-of-way, easements and/or temporary construction easements from owners within unincorporated Maricopa County for the completion of the Project.
7. Each Party has determined that acquisition of property to allow for the completion of the Project will serve the public good.
8. County acknowledges, understands, and agrees that substantial Project costs will be paid by federal funds.

PURPOSE OF THE AGREEMENT

9. The purpose of this Agreement is to identify and define the responsibilities of each Party for right-of-way acquisitions related to the Project.

TERMS OF THE AGREEMENT

10. County shall:

- 10.1 Assist City in obtaining all required right-of-way within unincorporated Maricopa County required for the Project that City is unable to obtain through dedication.
- 10.2 Perform the duties outlined in Exhibit A, Section A attached to this Agreement.
- 10.3 Invoice City, based on supporting documentation, monthly for County employees' time as it relates to the Project. The invoices for any consultants performing services in connection with this Agreement shall be submitted to City.
- 10.4 Issue all necessary permits to City for the Project, and related work conducted within the County's jurisdictional boundaries, at no cost to City.
- 10.5 Convey to City all property rights necessary to the Project obtained by County under this Agreement.
- 10.6 County acknowledges that time is of the essence because substantial Project costs will be paid by federal funds. County will perform its responsibilities in accordance with FHWA/ADOT requirements and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

11. City shall:

- 11.1 Perform all duties as the lead agency for the Project, including without limitation, responsibility and liability for the design, right-of-way acquisitions, utilities and utility relocation, construction and construction management, inspection, operation, maintenance and all aspects of the Project.
- 11.2 Perform the duties outlined in Exhibit A, Section B attached to this Agreement.
- 11.3 Pay within thirty (30) days of submission, all invoices for County employees' time as it relates to the Project. The invoices for any consultants performing services in connection with this Agreement shall be paid directly by City if County so directs.
- 11.4 Accept all property rights necessary for the Project obtained by County under this Agreement. Initiate the annexation of the Project upon completion of construction. The area to be annexed and described within the annexation is to be submitted to MCRED for review by its Property Engineering for concurrence.

GENERAL TERMS AND CONDITIONS

- 12. The Parties mutually consent to the annexation of the Project when completed, and shall

fully cooperate to achieve said annexation under A.R.S. § 9-471(o).

13. To the extent permitted by law, each Party will indemnify, defend and save the other Party, as well as its departments, agencies, officers, employees, elected officials, and/or agents, harmless from and against all loss, expense, damage or claim of any nature whatsoever, including without limitation all injuries or death of persons or damages to or destruction of property, which is caused by any activity, condition, or event arising out of the performance or nonperformance under this Agreement by the indemnifying Party. Indemnification shall not extend to any loss, expense, damage or claim caused or contributed to by the gross negligence or willful acts of the other Party. The obligation to indemnify shall include all costs, expenses of litigation, and reasonable attorneys fees.
14. This Agreement shall become effective as of the date it becomes fully executed. Any Party may terminate this Agreement upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.
15. This Agreement may only be amended upon written Agreement by both Parties.
16. This Agreement is subject to the provisions of A.R.S. § 38-511.
17. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - a) Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
 - b) Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - c) The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - d) Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
18. The Parties warrant that neither it nor any contractor or vendor under contract to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project.
19. Any non-performance shall be a default under this Agreement (**Default**). The non-defaulting Party may seek appropriate remedy for Default if the event causing the Default continues for a period of thirty (30) days after the defaulting Party receives written notice of such failure without the Default having been cured; provided however if the defaulting

Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, no recourse shall be available to the non-defaulting Party. The total aggregate cure period shall not exceed ninety (90) days unless the non-defaulting Party agrees in writing that additional time is reasonably necessary under all of the circumstances to cure such Default. In the event of a Default that is not cured as provided for herein, the non-defaulting Party, at its option, may exercise any remedies now or hereafter available to it at law or in equity, including the right to terminate this Agreement.

20. All notices required under this Agreement shall be given in writing sent to:

Maricopa County Real Estate Department
Attn: Director
2801 W. Durango Street
Phoenix, Arizona 85009

City of Chandler
Attn: Public Works & Utilities Director
P.O. Box 4008, Mail Stop 402
Chandler, Arizona 85244-4008

Chandler City Attorney
P. O. Box 4008, Mail Stop 602
Chandler, Arizona 85244-4008

A Party may by written notice to the other specify a different address for notice.

All notices required or permitted by this Agreement or applicable law may be delivered in person (by hand or courier) or may be sent by regular, certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service that guarantee next day delivery and shall be deemed sufficiently given if served in a manner specified in this paragraph. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or commercial delivery service shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

21. Performance under this Agreement is contingent upon any funding, other than in the current fiscal year, being budgeted and appropriated by the governing body of each in the then current fiscal year. Termination by either Party due to non-appropriation of funds shall not constitute a Default under this Agreement.
22. This Agreement and all Exhibits attached to this Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement shall be construed as a whole, in such a manner as to be valid under applicable law and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party drafting this Agreement.
23. The Parties agree to execute and/or deliver to each other such other instruments and

documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party under this Agreement.

This Agreement shall be governed by the laws of the State of Arizona. Venue for any claim arising out of or in any way related to this Agreement shall be in Maricopa County, Arizona.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Alex Smith Date
Director of Real Estate

Approved and Accepted by:

Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

Deputy County Attorney Date

CITY OF CHANDLER

Kevin Hartke
Mayor

Date

ATTEST:

City Clerk

Date

APPROVAL OF CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City of Chandler under the laws of the State of Arizona.

City Attorney



Date

EXHIBIT A

RIGHT-OF-WAY (ROW) ASSISTANCE

In an effort to streamline the process for appraising and acquiring land rights for the Project in unincorporated Maricopa County and reduce duplicative effort and cost to City and County taxpayers,

A. County shall:

- I. Collaborate and communicate with City's Project team on a regular basis to ensure the MCRED staff or consultant understands the Project's proposed scope, schedule, and budget. A MCRED representative or consultant will attend Project meetings and public meetings as necessary and attend appraisal inspections and offer presentation for the parcels located in unincorporated Maricopa County.
- II. Provide ROW acquisition phase best practice guidance, training, and sample forms upon request.
- III. Attend City's focused ROW phase meeting with City's Project acquisition and design team prior to initiating the appraisal process.
- IV. MCRED staff or outside consultant will assist with the acquisition of the land rights required for the Project upon City's request (**ROW Assistance**). When a property to be acquired extends into both municipal and county jurisdiction, County and City shall confer and attempt to develop a plan whereby all the needed property can be acquired in a single action, rather than have two litigations proceed at the same time against an owner. County will:
 - a. Assume all responsibility for the management of the acquisition and proceed in accordance with the statutes, policies, and procedures that govern County's ability to acquire the land rights.
 - b. Within 90 days of the approved IGA, provide City with an estimated budget (for county/consultant services) and acquisition schedule including specific milestones.
 - c. Within 60 days of the approved IGA, initiate the open and declare process.
 - d. Request an updated title commitment with County as the proposed insured.
 - e. Review the submitted products for statutory and policy compliance.
 - f. Determine, in County's sole discretion, if the submitted appraisal and/or appraisal review of the areas to be acquired can be used as the basis for County's offer and/or an eminent domain filing. If a new appraisal and/or appraisal review is required, County will order the appraisal.
 - g. Present an offer to the property owner based on County's or City's appraisal.
 - h. Negotiate in good faith to try and address/resolve the property owner's concerns and obtain agreement to the purchase within 90 days of the offer. After 90 days MCRED shall communicate the issues with City and discuss possible resolutions.
 - i. If County is unsuccessful in acquiring the required land rights by agreement from an owner, the MCRED Real Property Manager will review the file and if approved, proceed to eminent domain action. MCRED staff will forward the file to the MCAO for condemnation action.
 - j. County will keep City Project team apprised of the status of each acquisition via periodic status updates.

- k. MCAO will communicate directly with the Chandler City Attorney's office concerning the status of any condemnation action and shall provide the City Attorney or designee an opportunity to review and comment on a draft of the complaint and any amendments to the complaint. MCAO shall copy the City Attorney or designee on significant pleadings filed in the case, including the Complaint, Answer, status reports, scheduling orders, motions, responses and similar briefs, as well as copies of any significant rulings from the Court. The joint defense privilege shall apply to all communications between MCAO and the City Attorney's office concerning any condemnation action filed or contemplated to be filed under this IGA.
 - l. County shall, within no less than ten (10) days prior to concluding any administrative settlement to purchase property rights required for the Project, seek and duly consider the City Engineer's written comments regarding such proposed settlement; provided, however, that County shall retain final decision-making authority with regard to same.
- V. Provide the ROW Assistance outlined above within the timeframe as determined by City and County to meet the Project schedule.
- VI. Determine whether the method of compensation by City for the costs that are set forth in Paragraph A (VI.) of this Exhibit A shall be direct payment by City to County's vendor or shall be a reimbursement to County.
- VII. Invoice City on a monthly basis for any ROW Assistance expenses, including MCRED staff time, which are not subject to direct payment. County shall provide an invoice that includes an itemization of expenses being requested for payment.

B. City shall:

- I. Extend invitations, via e-mail, to Project kick-off and status meetings to the Maricopa County Real Estate Department (**MCRED**) Real Property Manager, and/or designee, throughout project scoping and design to better understand and coordinate the following:
 - a. Project need, objectives, and goals.
 - b. Project funding sources, scope, schedule, and budget.
 - c. Maximum scope, and proposed timing, of ROW assistance that may be required from County which includes a spreadsheet of the land rights that are anticipated to be acquired from each larger parcel to build the proposed Project (new ROW; permanent easements, including, but not limited to, utility, slope, and drainage; and temporary easements). The spreadsheet shall, at a minimum, include Assessor Parcel Numbers (**APNs**), full names of ownership entities, larger parcel square footage, zoning, information on whether the property is vacant or improved, and the proposed improvements within the acquisition area and impacts of the ROW acquisition on the remainder.
 - d. In cooperation with County, determine whether County will pursue the acquisition of ROW within unincorporated Maricopa County concurrently with City's acquisitions or after City has attempted to acquire the ROW within unincorporated Maricopa County.
- II. Provide design plan submittals at major milestones as well as identify and refine the spreadsheet referenced in paragraph I(c) above for all Project acquisition parcels and proposed relocations (if any) that are in unincorporated Maricopa County. At a minimum,

design plan submittals will be required at 30%, 60%, 95%, and 100%, or per City's in-house or contracted design schedule milestones.

III. Facilitate a focused ROW phase meeting between appropriate representatives from City's Project team and the MCRED Real Property Manager, and/or designee, prior to initiating the appraisal process. The goal of this meeting is to identify best practices for the coordination between City and County's acquisition teams to include discussing:

- a. The Project acquisition schedule.
- b. Prioritization of the appraisal assignment and acquisitions based on information obtained in the title reports, the complexity of the appraisal, acquisition, and/or the need for relocation.
- c. Collaborate on the drafting of the appraisal scope of work, discuss if contracting with multiple appraisers should be considered, and discuss whether review appraisers will also be required.
- d. Discuss appropriate appraisal products and required elements of the appraisal which include adding County as an intended user, offering the owner and acquisition/relocation agents (City and County) a reasonable opportunity to attend the appraisal inspection, a determination of the larger parcel for the purposes of the appraisal, a well-supported highest and best use analysis, conducting before and after analyses for partial acquisitions, and accounting for the acquisition and/or movement of all improvements within the acquisition area and providing applicable cost-to-cure estimates based on bids. See 49 Code of Federal Regulations (CFR) Part 24.103 and 24.104 for additional guidance.

IV. Be responsible for:

- a. Ordering and paying for appraisal services.
- b. Making every effort to contact the property owner impacted by the Project to obtain current/correct mailing addresses and names of the points of contact or representatives for the offers.
- c. Preparing and presenting a purchase offer to the identified property owner(s) for the acquisition of the required land rights. The purchase offer shall, at a minimum, include the items required by Arizona state law and 49 CFR 24.102 as applicable and every effort shall be made to present the offer in person to those property owners that reside or maintain a place of business within 50 miles of the Project.
- d. Negotiating in good faith with the relevant property owners to reach an agreement for the purchase in accordance with 49 CFR Part 24.102, Arizona state law, and City Code.
- e. Providing relocation assistance to occupants that need to be relocated out of the acquired ROW and/or for movement of personal property out of the acquired ROW in accordance with 49 CFR 24.201 through 24.503.
- f. Compensating the property owner for the land rights acquired, any severance damages, cost-to-cure, all cost incidentals to the transfer of title to the agency (i.e. escrow fees and related costs) and paying approved reasonable and necessary relocation benefits based on an approved determination.
- g. Maintaining typed communication logs of the ongoing negotiations, relocation activities, and concerns raised by the owners, and any responses/resolutions offered by City.
- h. City will provide any information requested by County and/or iCounty's consultant on the proposed construction or related Project issues to assist in the acquisition

of the land rights and/or relocations.

- i. City further acknowledges that work on County projects has priority for County staff.

V. Reimburse County for MCRED staff time and/or pay County's vendor and/or consultant directly (at County's discretion) for all expenses incurred by County for ROW Assistance, including, but not limited to:

- a. Title Reports (i.e., commitments for title insurance, litigation guarantees, updates).
- b. Appraisals & Appraisal Reviews.
- c. Compensation paid for the acquisition of any and all land rights to include any non-stipulated amount (i.e., a court ordered amount); however, stipulated costs of acquisition in excess of 30% of County's most current appraised fair market value shall require authorization by the Chandler City Council.
- d. Escrow and closing costs.
- e. All Maricopa County Real Estate Division (MCRED), Attorney's Office (MCAO) and expert fees, costs and expenses related to condemnation proceedings.
 - i. County shall provide City with a rate sheet of hourly rates and or monthly rates for the MCRED Real Property Manager, or designee, and the Attorney (MCAO) within 90 days of the approved IGA.



City Council Memorandum Public Works & Utilities Memo No. RE22-027

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
Kimberly Moon, Principal Engineer
From: Erich Kuntze, Real Estate Manager
Subject: Roadway Alignment for the Lindsay Road Improvements (Ocotillo Road to Hunt Highway), Project No. ST2001, and Resolution No. 5543 Determining the Acquisition of Real Property as needed for the Lindsay Road Improvement Project

Proposed Motion:

Move City Council approve the Roadway Alignment for the Lindsay Road Improvements (Ocotillo Road to Hunt Highway), Project No. ST2001, and pass and adopt Resolution No. 5543 determining that acquisition of real property needed for the Lindsay Road Improvement Project from Hunt Highway to Ocotillo Road is a matter of public necessity, approving the purchase of such real property at market value plus closing and escrow fees; authorizing the City's Real Estate Manager to sign, on behalf of the City, the purchase agreements and any other documents necessary to facilitate these acquisitions; approving eminent domain proceedings as needed to acquire said real property and obtain immediate possession thereof; and approving relocation services as may be needed and required by law.

Background:

This project consists of improvements to Lindsay Road, from approximately 600 feet north of Ocotillo Road to Hunt Highway, with four through lanes (two through lanes in the northbound and southbound directions), as a minor arterial standard with 55' on each side, per the 2010 Transportation Comprehensive Master Plan and subsequent 2019 Transportation Master Plan Update. This project will complete the gaps of missing arterial roadway improvements between developed communities. Improvements include new pavement, raised landscaped medians, bike lanes, center turn lane, curb, gutter, sidewalk, Americans with Disabilities Act upgrades, street lighting, drainage infrastructure, communication and traffic signal infrastructure, utility relocations, landscaping and fence restoration, traffic signal upgrades, and dual left turn lanes at intersection of Lindsay and Riggs roads. The project also includes drainage improvements such as retention basins

and concrete scuppers to accommodate future drainage needs in the project area. In addition, there will be improvements to traffic signals and the traffic signal interconnect, as well as new LED street lighting and conversion of overhead electrical Salt River Project 12 kV power to underground.

The project is receiving federal funds for design and a combination of federal and local funding for land acquisition and construction; therefore, environmental, right-of-way, and utility clearances are being coordinated with Arizona Department of Transportation and the Federal Highway Administration. Construction is currently scheduled to begin in Fall 2023 and expected to take 16 months to complete. The attached exhibit shows the recommended alignment and the estimated needed property rights for the improvements. Alignment approval is requested to establish the property right needs for affected parcels. A virtual public meeting was held on December 7, 2021, to present the project.

The public meeting materials, including the presentation and roll plot exhibit, were posted ahead of time on the project website at:

<https://www.chandleraz.gov/residents/transportation/streets/road-construction/lindsay-road>.

Over 50 people registered for the event, and more than 30 participants attended. The design consultant and City staff presented project information, responded to questions from the chat, and received additional input from residents.

It is necessary to acquire property rights in fee and by easement from approximately twenty-five (25) parcels to accommodate this project.

Financial Implications:

Funds for the acquisition of right-of-way will come from funds that are budgeted for the project. Amounts will be determined by appraisals for each parcel. Federal funding will be used for this project in design, construction, and real estate acquisitions.

Attachments

Resolution No. 5543

Exhibit A - Location Maps

RESOLUTION NO. 5543

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DETERMINING THAT ACQUISITION OF REAL PROPERTY NEEDED FOR THE LINDSAY ROAD IMPROVEMENT PROJECT FROM HUNT HIGHWAY TO OCOTILLO ROAD IS A MATTER OF PUBLIC NECESSITY, APPROVING THE PURCHASE OF SUCH REAL PROPERTY AT MARKET VALUE PLUS CLOSING AND ESCROW FEES; AUTHORIZING THE CITY'S REAL ESTATE MANAGER TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THESE ACQUISITIONS; APPROVING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE SAID REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND APPROVING RELOCATION SERVICES AS MAY BE NEEDED AND REQUIRED BY LAW.

WHEREAS, on January 19, 2022, the Chandler City Transportation Commission approved the alignment for the Lindsay Road Improvement Project from Hunt Highway to Ocotillo Road (the "Project"); and

WHEREAS, to allow the Project to proceed and be constructed in accordance with the Project's schedule, the City needs to acquire certain real property as rights-of-way in fee and by easement from private property that is adjacent to, or is related to the Project as depicted on the attached Exhibit "A"; and

WHEREAS, the City needs to obtain immediate possession of the real property needed for the Project in order to have access and use during the construction period of the Project; and

WHEREAS, relocation services and assistance may be necessary for some property owners as required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. It is hereby determined that the acquisition of real property needed for the construction of the Project in accordance with the previously approved alignment, and the securing of immediate possession of such real property, is for a public and necessary purpose, and is in the best interest of the citizens of the City of Chandler.

Section 2. The City is authorized and directed to purchase said real property for an amount equal to the market value of the property as determined by appraisal or as approved by the Public Works & Utilities Director at an amount not exceeding the appraisal by ten percent (10%) or up to \$50,000. Written offers shall be in a form approved by the Chandler City Attorney and each purchase agreement entered into with a property owner shall be approved as to form by the Chandler City Attorney prior to being deposited into escrow.

Section 3. Subject to Section 2 above, the City's Real Estate Manager, any City real estate officer acting on the Manager's behalf, or any retained right-of-way consultant acting at the direction of the Real Estate Manager, is authorized to make written offers for said real property and, where accepted, to execute, deliver and deposit into escrow the approved purchase agreement, along with all other documents and instructions necessary to consummate the purchase of said real property.

Section 4. Where any such written offer is not accepted within a reasonable period of time for negotiation, the Chandler City Attorney is authorized and directed to commence condemnation (eminent domain) proceedings to acquire, in the name of the City of Chandler, said real property, including any improvements thereon, and to secure immediate possession of such real property, for the public purpose of constructing the Lindsay Road Improvements from Hunt Highway to Ocotillo Road, and is further directed to do and to perform all acts necessary in furtherance of the acquisition of title to and immediate possession of said real property.

Section 5. Where any property owner requires relocation services or assistance as required by law Staff is authorized to arrange for such assistance.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5543 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2022, and that a quorum was present thereat.

CITY CLERK





APPROVED AS TO FORM:

CITY ATTORNEY

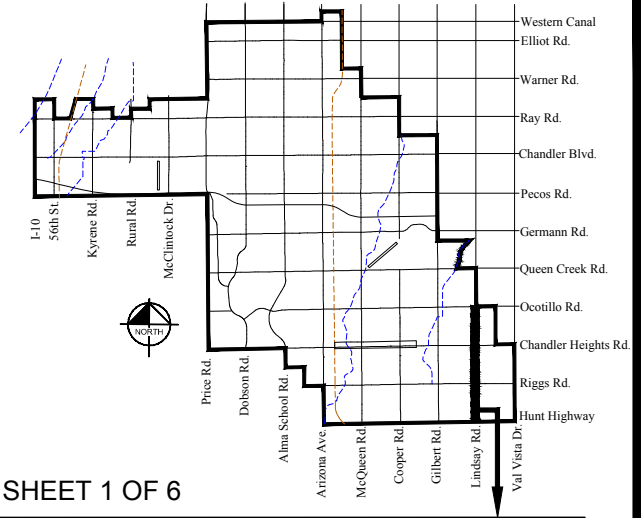
EXHIBIT "A"

LINDSAY RD IMPROVEMENTS (HUNT HIGHWAY TO OCOTILLO RD) PROJECT NO. ST2001 CHN0246D T024301C

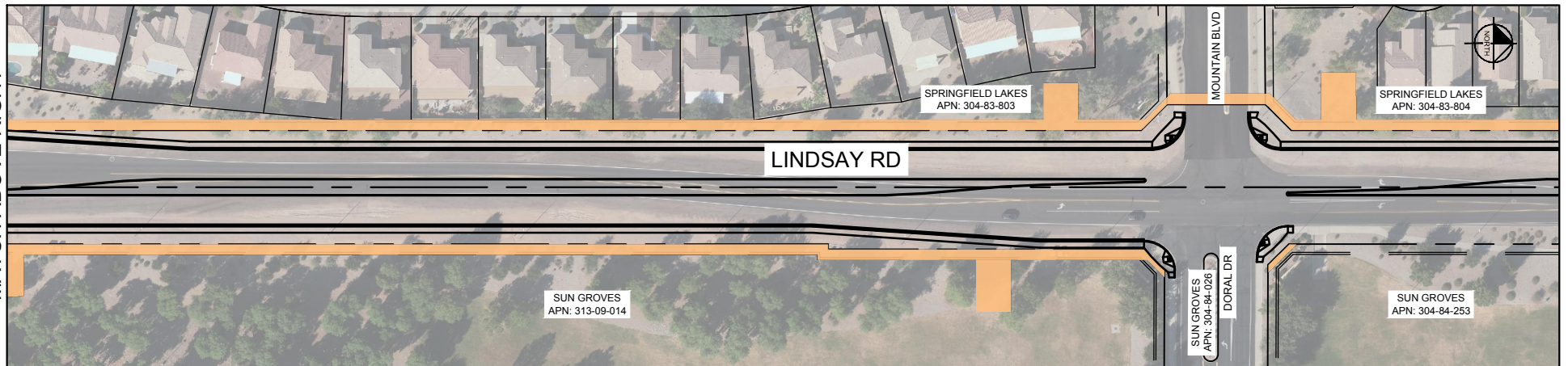
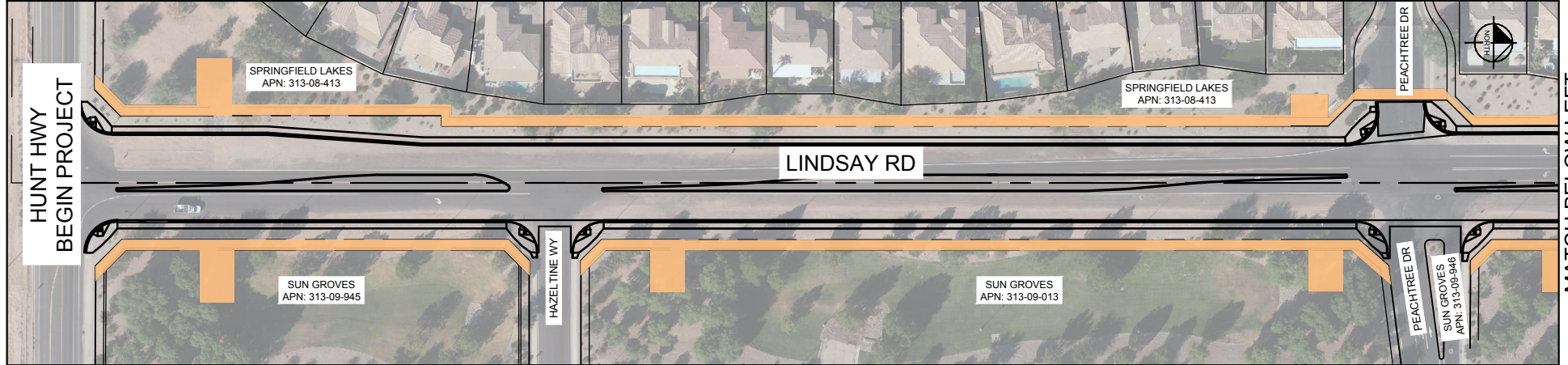
MEMO RE22-0027
RESOLUTION 5543

-  RIGHT-OF-WAY
-  DRAINAGE EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  COUNTY PROPERTY

ACQUISITION OF REAL PROPERTY AS NEEDED FOR THE LINDSAY ROAD IMPROVEMENT PROJECT FROM HUNT HIGHWAY TO OCOTILLO ROAD, AT MARKET VALUE PLUS CLOSING AND ESCROW FEES; AUTHORIZING THE CITY'S REAL ESTATE MANAGER TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THESE ACQUISITIONS; APPROVING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE SAID REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND APPROVING RELOCATION SERVICES AS MAY BE NEEDED AND REQUIRED BY LAW.



SHEET 1 OF 6







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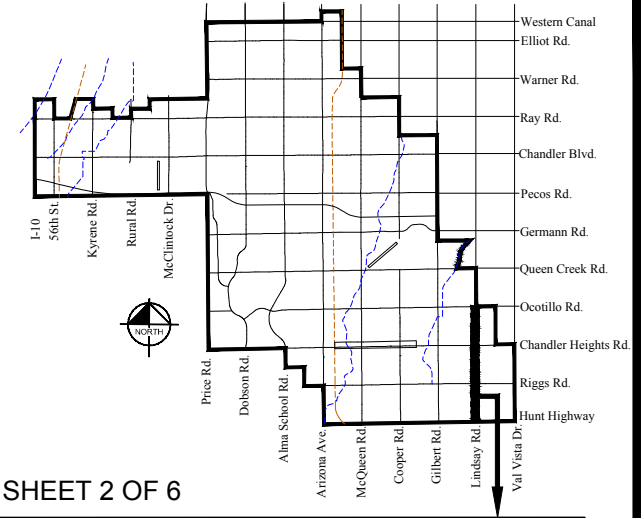
SEE SHEET 2

LINDSAY RD IMPROVEMENTS (HUNT HIGHWAY TO OCOTILLO RD) PROJECT NO. ST2001 CHN0246D T024301C

MEMO RE22-0027
RESOLUTION 5543

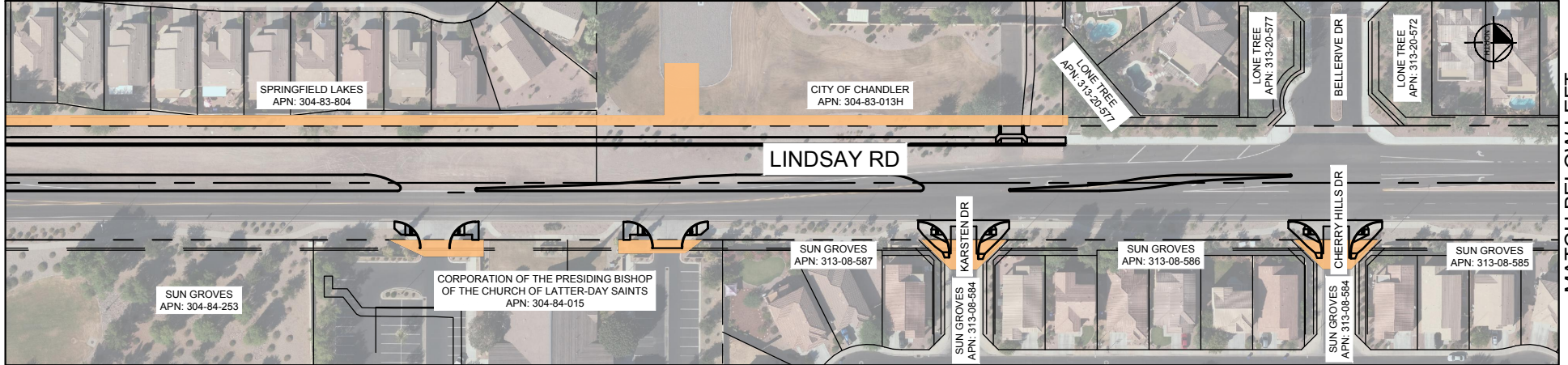
-  RIGHT-OF-WAY
-  DRAINAGE EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  COUNTY PROPERTY

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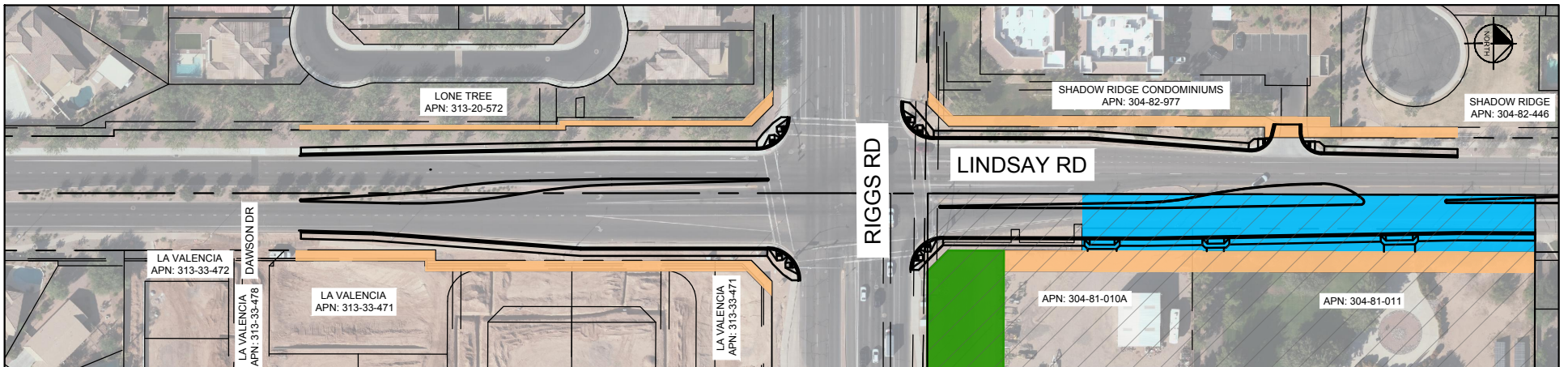
SHEET 2 OF 6

SEE SHEET 1



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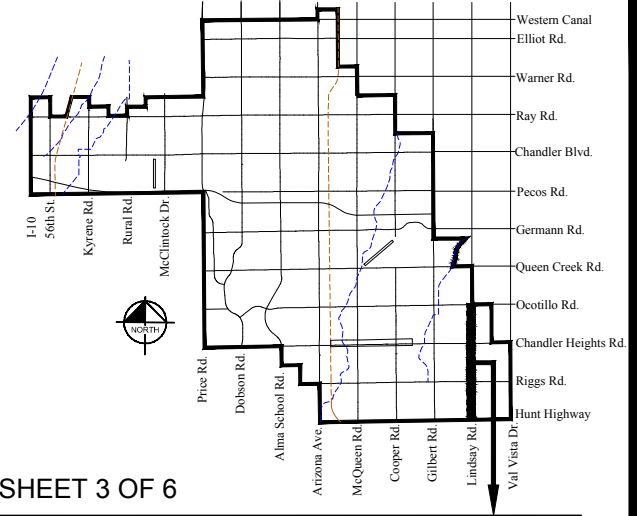
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LINDSAY RD IMPROVEMENTS (HUNT HIGHWAY TO OCOTILLO RD) PROJECT NO. ST2001 CHN0246D T024301C

MEMO RE22-0027
RESOLUTION 5543

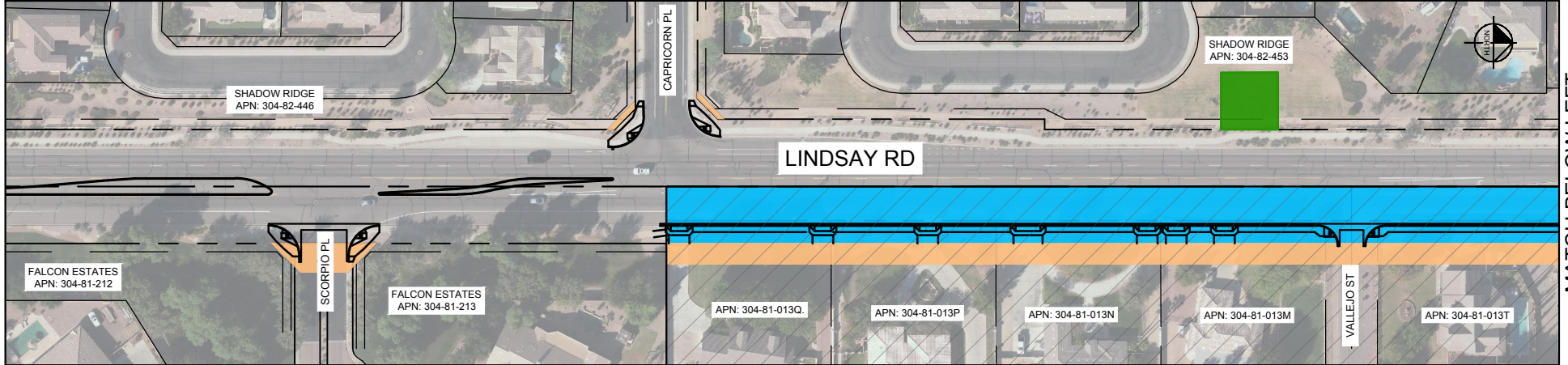
-  RIGHT-OF-WAY
-  DRAINAGE EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  COUNTY PROPERTY

ACQUISITION OF REAL PROPERTY AS NEEDED FOR THE LINDSAY ROAD IMPROVEMENT PROJECT FROM HUNT HIGHWAY TO OCOTILLO ROAD, AT MARKET VALUE PLUS CLOSING AND ESCROW FEES; AUTHORIZING THE CITY'S REAL ESTATE MANAGER TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THESE ACQUISITIONS; APPROVING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE SAID REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND APPROVING RELOCATION SERVICES AS MAY BE NEEDED AND REQUIRED BY LAW.



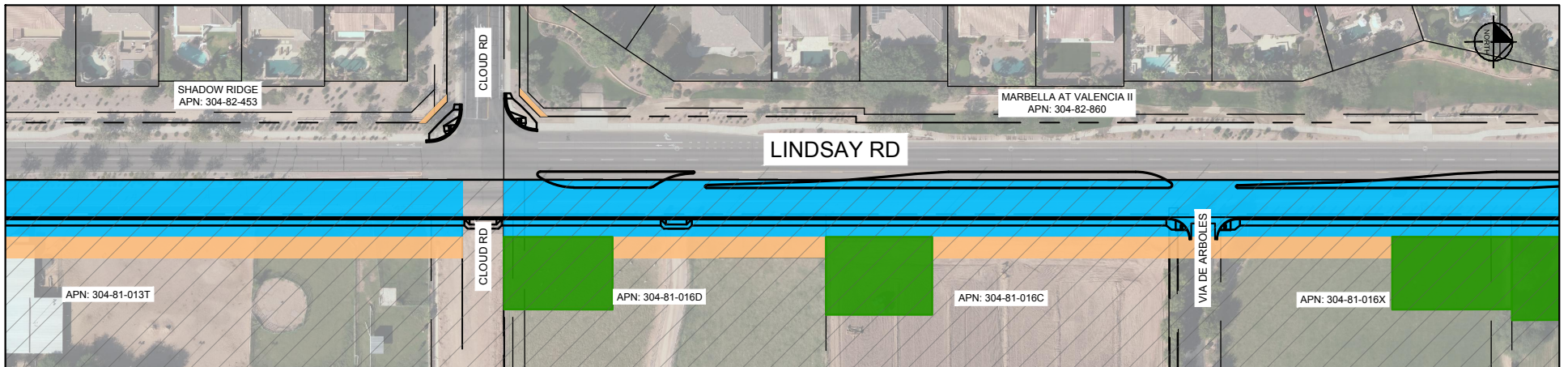
SHEET 3 OF 6

SEE SHEET 2



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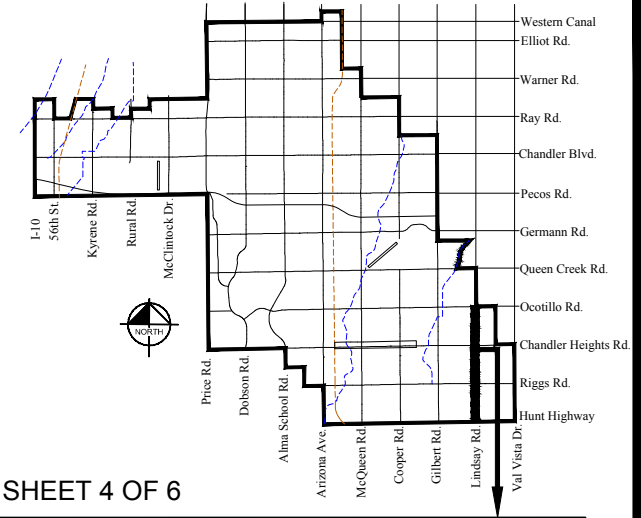
SEE SHEET 4

LINDSAY RD IMPROVEMENTS (HUNT HIGHWAY TO OCOTILLO RD) PROJECT NO. ST2001 CHN0246D T024301C

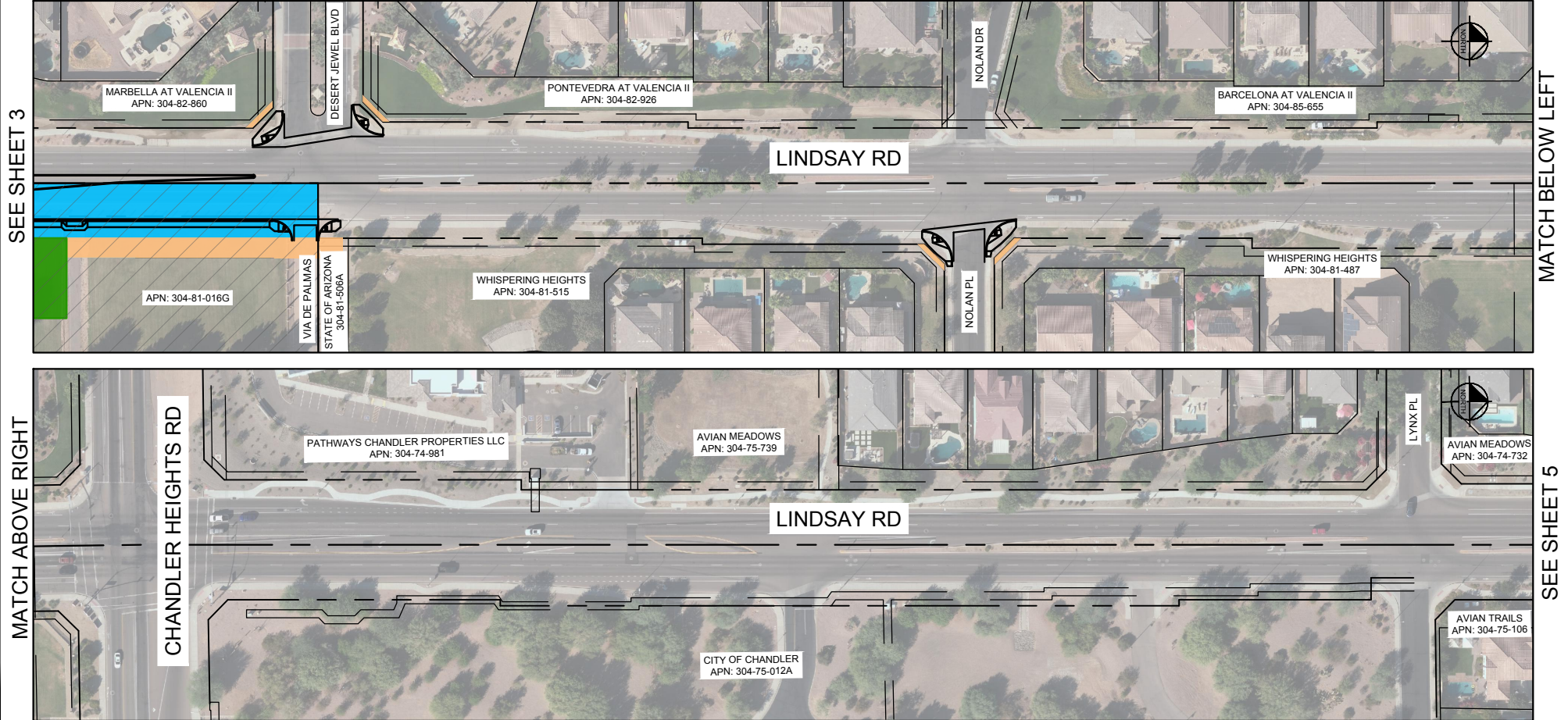
MEMO RE22-0027
RESOLUTION 5543

ACQUISITION OF REAL PROPERTY AS NEEDED FOR THE LINDSAY ROAD IMPROVEMENT PROJECT FROM HUNT HIGHWAY TO OCOTILLO ROAD, AT MARKET VALUE PLUS CLOSING AND ESCROW FEES; AUTHORIZING THE CITY'S REAL ESTATE MANAGER TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THESE ACQUISITIONS; APPROVING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE SAID REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND APPROVING RELOCATION SERVICES AS MAY BE NEEDED AND REQUIRED BY LAW.

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-  DRAINAGE EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  COUNTY PROPERTY







SHEET 4 OF 6

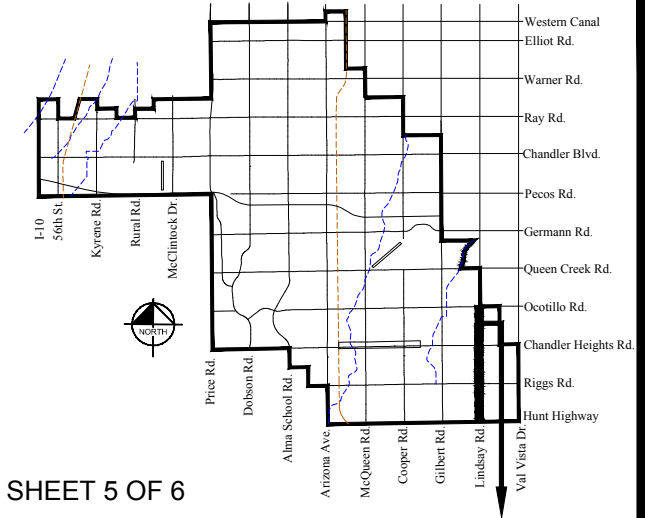


LINDSAY RD IMPROVEMENTS (HUNT HIGHWAY TO OCOTILLO RD) PROJECT NO. ST2001 CHN0246D T024301C

MEMO RE22-0027
RESOLUTION 5543

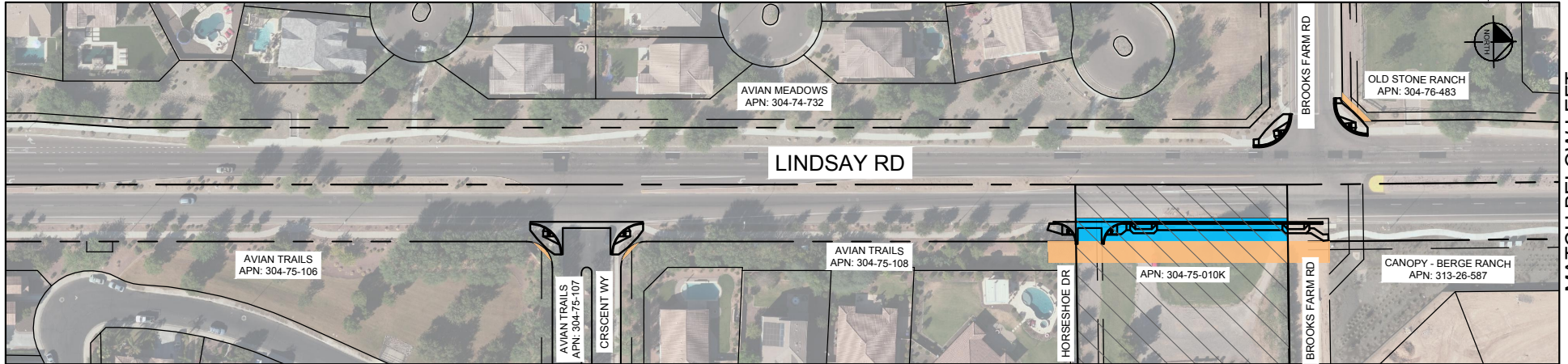
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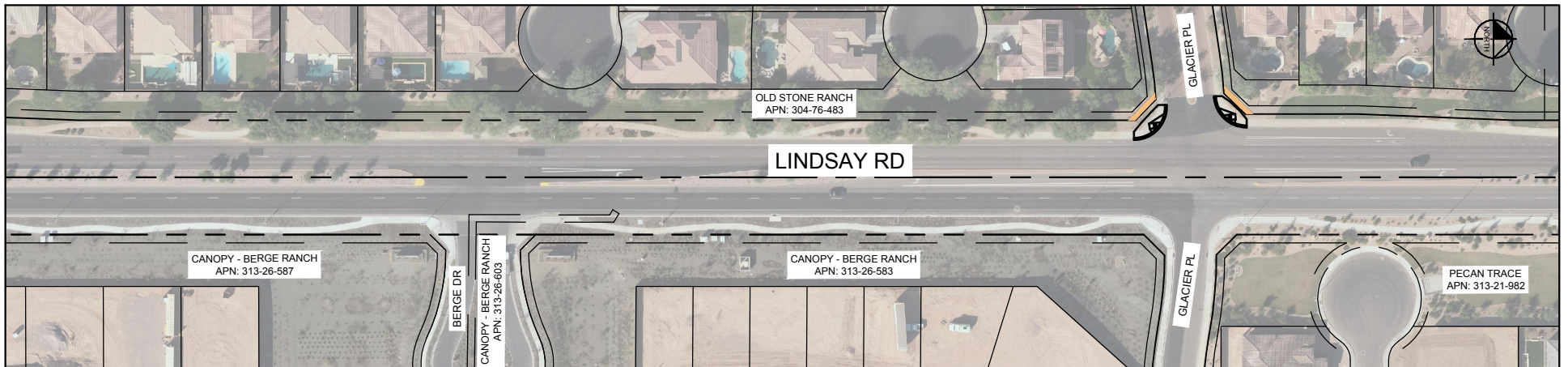
SHEET 5 OF 6

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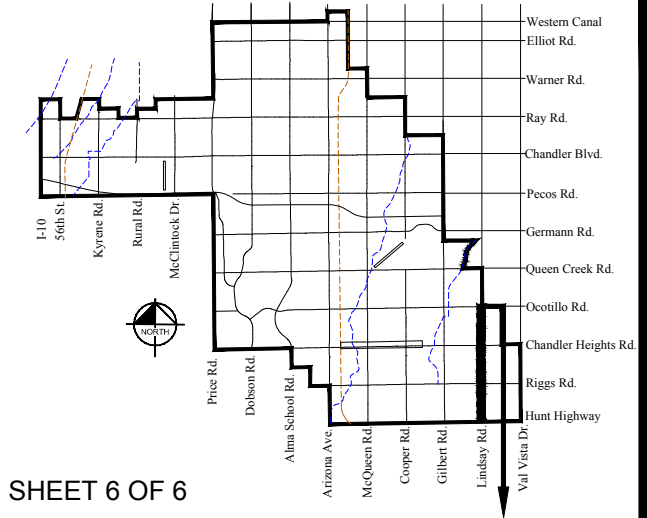
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MEMO RE22-0027
RESOLUTION 5543

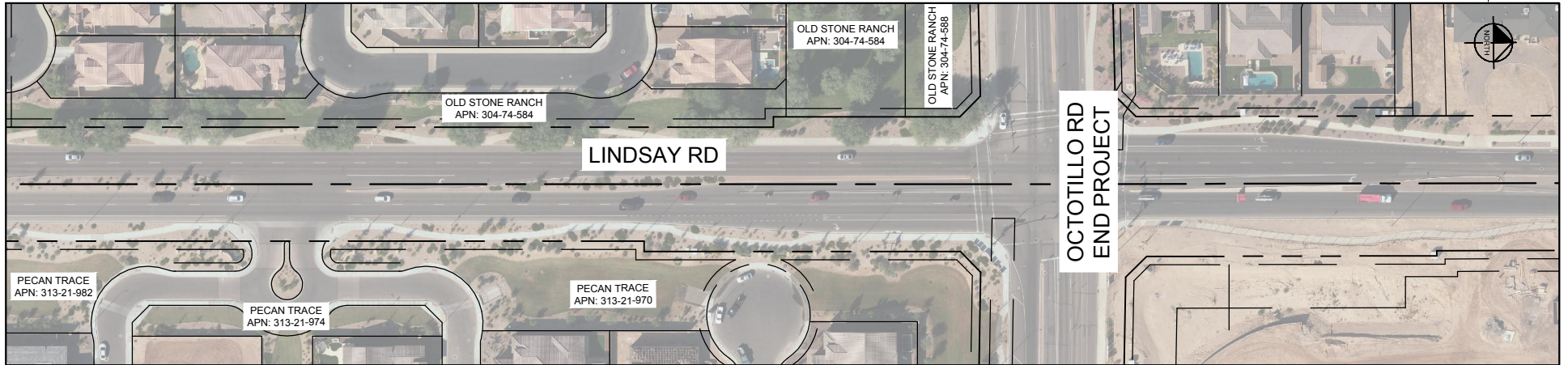
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SHEET 6 OF 6

SEE SHEET 5



OCTOTILLO RD
END PROJECT



City Council Memorandum Public Works & Utilities Memo No. UA22-086

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Tabitha Sauer, Solid Waste Manager
Subject: Agreement No. SW1-926-4307, with River Recycling, LLC, for Processing and Marketing of Recyclable Materials

Proposed Motion:

Move City Council approve Agreement No. SW1-926-4307, with River Recycling, LLC, for processing and marketing of recyclable materials, in an amount not to exceed or total \$7,600,000, for the period beginning upon Agreement execution through September 30, 2027, with the option of one additional three-year extension.

Background/Discussion:

Solid Waste Services receives approximately 20,000 tons of recyclable material from residents' curbside blue containers every year. Over the past several years, pricing and processing of recyclable material has been inconsistent and has increased in cost significantly. Chandler's current contract to process recycling material with United Fibers, located at 390 East Ray Road, expires February 28, 2022, with the option to extend if both parties agree. The City issued a Request for Proposal to solicit for future recycling processing options.

Proposals were received from United Fibers, LLC; River Recycling, LLC (Republic Services); and Waste Management of Arizona, Inc. Republic Services submitted the lowest projected cost, with a capped annual adjustment of 3% based on the Consumer Price Index, the highest revenue share, and a five-year term with extensions until September 2030, which coincides with the end of the City's existing collection and disposal contract with Waste Management. Republic Services' proposal is based on an expansion at the Germann Road Transfer

Station, which is not expected to receive material until October 2022. Interim options were explored to process recyclables during the time between the expiration of the current United Fibers contract and the completion of Republic Services' Germann Road Transfer Station expansion.

A related agreement with United Fibers, LLC, for the processing and marketing of curbside collected recyclable materials in the interim, is also scheduled for this City Council meeting.

Evaluation:

On April 13, 2021, City staff issued Request for Proposal No. SW1-926-4307, for the processing and marketing of recyclable materials. Notification was sent to all registered vendors. Three proposals were received from the following offerors:

1. River Recycling, LLC (Republic Services)
2. United Fibers, LLC
3. Waste Management of Arizona, Inc.

The Evaluation Committee evaluated the proposals and recommends award to River Recycling, LLC, who submitted the most advantageous offer to the City in accordance with the evaluation criteria.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
625.3700.5219.0.0.0	Solid Waste Operating	Other Professional Services	\$7,600,000	N

Attachments

Agreement - River Recycling



City Clerk Document No. _____

City Council Meeting Date: January 27, 2022

**CITY OF CHANDLER SERVICES AGREEMENT
PROCESSING AND MARKETING OF RECYCLABLE MATERIALS
CITY OF CHANDLER AGREEMENT NO. SW1-926-4307**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and River Recycling, LLC, a Delaware corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

A. City proposes to engage a Contractor to provide processing and marketing services for recyclable materials as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement. Following execution of this Agreement by City, the Contractor will immediately commence the work required to prepare its transfer facility to accept materials collected by the City. The transfer facility will begin accepting City materials within ten months of the execution date of this Agreement. The City agrees to support and aid Contractor, when possible, with obtaining the appropriate permits from Maricopa County to allow for the expansion of the transfer facility. The Contractor will commence performing the Scope of Services on the date materials begin to be accepted at the transfer facility. The term of the Agreement will begin on that date and remain in effect until September 30, 2027, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to one additional term of three years, or a portion thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

The Contractor shall submit a statement of fees and revenues on or before the 20th of each month for the previous month. The statement shall be itemized and include:

- a. Total tons received
- b. Tons by commodity
- c. Total processing fee
- d. Revenue by commodity
- e. Revenue due to, or cost due from, the City
- f. Recycling Education Fee due to City (if applicable)

The Contractor shall remit revenue due to the City on or before the 20th of each month for the previous month. Documentation of commodity sales prices that support the statement of fees and revenues will be included with the itemized statement. The Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

On the anniversary of the first day the Contractor accepts City material at its facility, and on every anniversary date of the execution of this Agreement thereafter for the life of this Agreement, the Processing Fee will be adjusted according to this section. The annual adjustment shall be based on the Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services ("CPI"), as published by the Bureau of Labor Statistics for the execution anniversary month of the calendar year compared to execution anniversary month of the prior calendar year. The Processing Fee adjustment shall not increase more than three percent (3%) per twelve (12) months.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses

pertaining to this Agreement and records of accounts between the City and Contractor must be kept based on generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done, or materials furnished by the Contractor, will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause but not before providing ninety (90) days' advance written notice, to terminate or abandon this Agreement, or any portion thereof. In the event the City abandons, or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive

compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. Either the City or Contractor may terminate this Agreement for cause if the other party is in material breach of the Agreement. To terminate this Agreement for cause for material breach, a Party must give the other Party written notice of the event triggering the Party's intent to terminate for cause and allow the other Party thirty (30) days (or if the event is such that it cannot reasonably be cured within thirty (30) days, the Party shall have a reasonable time to cure provided that the Party proceeds in good faith and with due diligence) to cure prior to terminating the Agreement for cause. In addition, the City may terminate this Agreement for cause, pursuant to the above notice requirements, upon the occurrence of any one or more of the following events: (a) the Contractor is adjudged bankrupt or insolvent, (b) the Contractor makes a general assignment for the benefit of creditors, (c) a trustee or receiver is appointed for Contractor or for any of Contractor's property, (d) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or (e) the Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction. Where the Agreement has been terminated for cause by a party, the termination will not affect any rights of the non-breaching party then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Rejection of Certain Material.

- a. Contractor shall have the right to reject (1) delivery of a load weighing more than eight (8) tons reflecting over-compaction; or (2) any load containing regulated waste such as Special Waste or Hazardous Waste (as defined in Exhibit A); or (3) delivery of a load that contains, in Contractor's reasonable judgment, more than fifty percent (50%) contamination.

- b. If Contractor identifies a load meeting the criteria of 5.6(a)(3) that has been tipped within the transfer facility, Contractor shall isolate the load and provide the City with photographs of the load, information identifying the truck delivering the load, and the approximate percentage of contamination in the load. City personnel shall have the right to inspect the load within twenty-four (24) hours of notification of the contaminated load. City and Contractor shall mutually agree on the percentage of contamination. Contractor shall not remit a revenue share to the City for rejected material under this Section 5.6
- c. If Contractor identifies a load that satisfies the criteria of Section 5.6(a)(1) or (2), Contractor may, in its sole discretion: (1) reject such material and dispose of material at Contractor's own expense, or (2), after giving the City telephonic notice and an opportunity to dispose of such material as provided in this Agreement, the Contractor may, as the City's agent, dispose of such material at a location authorized to accept such material in accordance with all applicable laws and charge the City the direct costs that Contractor incurs as a result of Contractor's handling, delivery, and disposal of such material. If the City elects to dispose of such material, City shall do so within two business days after City's receipt of notice from Contractor. If the City elects not to dispose of the material or the City does not dispose of material within two business days after notice from Contractor, the Contractor may dispose of such material as the City's agent, without further notice to the City, and the City shall pay Contractor's direct costs to dispose of such material. Notwithstanding the foregoing, Contractor is not required to provide prior notice to the City to dispose of material as the City's agent under conditions where in the Contractor's reasonable judgment a delay in such disposal constitutes an emergency that would likely cause immediate physical harm or injury to the Facility or persons located on Facility premises. Provided, however, Contractor must provide written notice to City as provided in this Agreement within two business days after Contractor disposes of material under these emergency conditions.

5.7 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.8 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.9 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Christina Pryor
 Title: Purchasing Manager
 Address: 175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225
 Phone: 480-782-2403
 Email: christina.pryor@chandleraz.gov

With a Copy to:
 Solid Waste Services Division
 480-782-3515
 solidwaste.customerservice@chandleraz.gov

For the Contractor

Name: Stephen Herring
 Title: Municipal Relationship Manager
 Address: 13602 N. Beeline Highway
Scottsdale, AZ 85256
 Phone: 602-931-9416
 Email: sherring@republicservices.com

With a Copy to:
 Republic Services
 Office of Chief Legal Officer
 18500 N. Allied Way
 Phoenix, Arizona 85054

5.10 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.11 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager. If either Party disputes the final determination made at the administrative level, that Party may pursue litigation in a court of competent jurisdiction. In the event of any litigation, the non-prevailing party shall reimburse the prevailing party for its reasonable attorneys' fees and costs incurred in enforcing its rights under this Agreement.

5.12 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.13 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.14 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.15 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control

over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.16 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must advise the City of the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City.

5.17 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.18 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.19 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.20 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.21 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.22 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying Identification

and sign a City-provided affidavit affirming that the Identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the City's Interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, 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, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to

the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy because of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice. Notwithstanding the foregoing, any material provided to Contractor for processing will not be considered confidential data or information as set forth in this Section.

5.27 Personal Identifying Information-Data Security. Personal Identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. If data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under and must 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 thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Title to Waste. Except as provided in this Section, the City shall own and hold title to all solid waste and recyclable materials delivered by the City or the City's subcontractor to the Contractor. Title to, and risk of loss and responsibility for, materials delivered to the Contractor by the City or the City's subcontractors shall pass at the time such materials are removed from the delivery vehicle at the Facility. Except as provided for in this Agreement, the Contractor shall have no right to take, keep, process, alter, remove, or dispose of any such material without the City's prior authorization. Title to Special Waste or Hazardous Waste, as defined in Exhibit A, shall remain with the generator.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in

interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be always kept secure. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services.

performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be adopted. This determination is solely made by the City Council at the time Council adopts the budget.

Remainder of page left blank intentionally

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

FOR THE CONTRACTOR


By: _____

By: Janara Pernilliat

Its: Mayor

Its: Vice President

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

Definitions

As used in this Scope of Work, the following definitions shall apply:

- a. Container. "Container" means a City issued container used to place refuse, recyclables, as applicable, for collection.
- b. Contamination. "Contamination" means material collected by collection vehicles that is not defined as Acceptable Materials in the Agreement. Contamination includes trash, as well as Recyclables that become contaminated and must be disposed of as solid waste.
- c. Fines and Fluff. "Fines and fluff" mean that material typically counted towards the trash figure in the hand classification sort except for glass that is collected after passing through the screens on sorting equipment. Fines and fluff are also referred to as "Residual".
- d. Hazardous Waste. Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.
- e. Recyclables. "Recyclables" means materials meeting the qualitative criteria established by City for recycling that are placed in recycle containers for collection.
- f. Unacceptable Materials. Contractor may modify the following list of Unacceptable Materials in its sole discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications. "Unacceptable Materials" includes the following:
 - Yard Waste
 - Styrofoam
 - Pizza Boxes, unless free of any food or grease residue
 - Food, including Condiment, To-Go Containers and aluminum foil with food contamination
 - Diapers
 - Clothing/textiles
 - Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
 - Mirrors, window or auto glass, light bulbs, ceramics, car batteries
 - Oil or antifreeze containers
 - Coat hangers
 - Paint cans
 - Medical Waste/Sharps
 - Latex gloves and N95 masks
 - Household items (such as appliances, toasters, cooking pots or pans, water hoses, etc.)
 - Hard cover books
 - Any other item that the sorting equipment will reject or is not expressly included as an Acceptable Material
- g. Special Waste. Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle

C of the Resource Conservation and Recovery Act of 1976 ("RCRA"); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

Transfer Facility/Material Recovery Facility

- a. The Contractor's designated facility to receive the City's materials is Republic Services' Germann Transfer Station. The Contractor's designated facility to process the City's materials is Republic Services' River Recycling Facility. The Contractor shall implement the necessary measures to ensure the facilities will have the capacity to handle all City needs during the term of the Agreement.
- b. If Contractor is unable to use the designated facility(ies) due to an emergency, required maintenance, delay in the operational date of River Recycling Facility, Force Majeure Event, or other sudden unforeseen closure of the designated facility(ies), Contractor may use an alternative facility(ies) provided that Contractor receives written approval from City at least 24 hours prior to the use of that alternative. If the use of the alternative facility(ies) increases City's cost of collection services Contractor shall be responsible for all such additional costs incurred.
- c. The Contractor shall be responsible for all operations, maintenance, monitoring, and reporting requirements typically associated with the type of facility services provided including, but not limited to, the following:
 1. Providing a tipping floor space for the City's exclusive use for loads used for audits. The City's loads for audit must be tipped in a separate area and kept separate from other haulers and customers.
 2. Operating a scale system and calibrating the scales used in accordance with regulations established by Arizona State Administration of Weights and Measures, and standards in the industry.
 3. Weighing all in-coming collection vehicles that are delivering materials by, or on behalf of, City.
 4. Weighing all out-going collection vehicles after delivery of materials by, or on behalf of, City unless the tare weight of the collection vehicle has previously been documented.
 5. Directing on-site traffic to appropriate unloading areas and providing a safe working environment for facility users, visitors, and employees.
 6. Weighing transport trailers in both an empty and loaded state to determine the net weight of the materials delivered to the facility by, or on behalf of, City.
 7. Recording and maintaining records of the date, time, vehicle identification number, tare weight, and gross weight of all collection vehicles transporting materials delivered to the MRF or transfer station by, or on behalf of, City pursuant to the Agreement.
 8. Immediately clean up and remediate of any material that is spilled, scattered, leaked, or dropped because of the services provided.
- d. The Contractor shall, at a minimum, accept material five (5) days each week (Monday through Friday) between the hours of 6:00 a.m. to 5:30 p.m. Contractor shall also accept material on

Saturday from 6:00 a.m. to 5:30 p.m. for any week in which one of the following holidays falls on a weekday:

1. New Year's Day
2. Independence Day
3. Thanksgiving Day
4. Christmas Day

Should the City and Contractor agree to provide collection services on one of the holidays, roll over collection would not be required.

- e. For audit loads, the Contractor shall implement the measures to segregate the materials delivered by, or on behalf of, the City from material delivered by other entities.
- f. The Contractor shall implement the measures necessary to ensure the safety of all persons and equipment on the Contractor's property. This includes, but is not limited to, control of debris, and traffic control for equipment operations when collection vehicles are staging, unloading, maneuvering, and performing clean out.
- g. The Contractor shall implement the inspection and operating procedures to address the inadvertent receipt of hazardous materials at the facility.
- h. The Contractor shall implement the procedures to manage and eliminate, to the extent practicable, dust, odor, litter, vectors, traffic congestion and other potential nuisances regarding the operation of the facility.

Acceptable Materials

- a. The Contractor will assist the City with marketing and educational materials to communicate any changes to the list of Acceptable Materials to the City's customers at the inception and throughout the duration of the Agreement.
- b. The Contractor will accept, process and market the following Acceptable Materials:
 1. Aluminum cans and non-contaminated foil;
 2. Steel/tin cans;
 3. Glass food and beverage containers;
 4. Newspaper, magazines, office paper, junk mail and other recyclable papers
 5. Cardboard (corrugated);
 6. Plastic bottles and containers
 7. Plastic #5, PET #1, HDPE N and Color
 8. Recyclable metals
 9. Mixed plastics
 10. Other recyclable material agreed upon between the Contractor and the City.
- c. Chipboard will not be promoted to the City's customers as an Acceptable Material. The City and Contractor agree that chipboard will not be treated as Recyclables or Contamination for the purposes of the audit described in the Inspection and Audit Requirements Section below.
- d. The Contractor shall not dispose as waste any City recyclable material without prior approval and inspection of and by the City. The Contractor shall notify the City of its intent to landfill City recyclable materials, in writing, at least 10 days prior to the date it intends to begin landfilling the material. The Contractor shall be responsible for all costs associated with the landfilling of materials under this section.
- e. The Contractor shall not market any City recyclable material to markets that the Contractor knows or reasonably should have anticipated will dispose of the recyclable material as waste without prior approval of the City.
- f. In the event that the Contractor processes materials received from other customers that are considered recyclable materials under that customer's program but are not accepted under

the City's program, the Contractor shall not consider those materials to be contamination in the City's stream.

Performance Requirements

- a. The Contractor will follow a transition plan that ensures minimal disruption to program customers and the contracted materials transportation provider.
- b. The City and the Contractor will agree upon a minimum percentage of the recyclable materials received from the City, not including residual and contamination, the recycling facility will capture.
- c. The City and the Contractor will agree upon a minimum percentage of the captured recyclable material that must be sold in the open market. Materials should be sold to the end market with the highest price available in the open market.
- d. The Contractor is responsible for the disposal and the disposal cost for loads rejected as contaminated.
- e. The Contractor shall notify the City via telephone and email of any loads rejected as contaminated.

Office and Personnel Requirements

- a. The Contractor shall provide sufficient personnel to meet the requirements of the Scope of Work efficiently and effectively.
- b. The Contractor shall provide a local managing agent available to the City 365 days per year from 6:00 a.m. to the later of 5:30 p.m. or one-half hour after daily collection activities is complete. All persons acting as a local managing agent shall be identified as key staff and a mobile phone number and email address for the individual will be provided to the City.
- c. The Contractor shall establish an operations office. The office shall be open on all City recyclable collection days during the hours of 6:00 a.m. to the later of 5:30 p.m. or one-half hour after daily collection activities is complete.
- d. The Contractor shall notify the Contract Administrator via telephone and email of any complaints or inquiries from City residents within one business day.
- e. The Contractor shall notify the City via telephone or email of any incident that will affect delivery to the Contractor's facility as soon as the Contractor becomes aware of the incident.
- f. The Contractor shall respond to all additional reports or requests made by City in the manner provided in the report or request made by City.

Operating and Safety Requirements

- a. Annual Transfer Facility and Recycling Facility Operations Plan
 1. Within ninety (90) calendar days of execution of this Agreement, and annually within ninety (90) calendar days of the anniversary of the execution of this Agreement, the Contractor shall submit to the City for review and approval the Annual Recycling Facility Operations Plan. The City may require revisions to the plan prior to approval. The Plan will include, at a minimum:
 - Recycling Facility Receiving Plan
 - Recycling Facility Processing Plan
 - Recycling Facility Safety Plan
 - Recycling Facility Materials Marketing Plan
- b. Annual Transfer Facility and Recycling Facility Emergency Plan
 1. Within ninety (90) calendar days of execution of this Agreement, and annually within ninety (90) calendar days of the anniversary of the execution of this Agreement, the Contractor

shall submit to the City the Annual Emergency Plan within ninety (90) calendar days of execution of this Agreement to the Contract Representative for authorization. The Annual Emergency Plan shall provide for alternate processing and marketing services in the event the Contractor's facility is unable to accept Recyclable Material. The City may require revisions to the plan prior to approval.

- c. Annual Transfer Facility and Recycling Facility Hazardous Materials Plan
 - 1. Within ninety (90) calendar days of execution of this Agreement, and annually within ninety (90) calendar days of the anniversary of the execution of this Agreement, the Contractor shall submit to the City for review and approval the Annual Hazardous Materials Plan. The City may require revisions to the plan prior to approval. The plan shall detail the inspection and operating procedures to address the inadvertent receipt of hazardous materials at the facility.
- d. Annual Transfer Facility and Recycling Facility Nuisance Mitigation Plan
 - 1. Within ninety (90) calendar days of execution of this Agreement, and annually within ninety (90) calendar days of the anniversary of the execution of this Agreement, the Contractor shall submit to the City for review and approval the Annual Nuisance Mitigation Plan. The City may require revisions to the plan prior to approval. The plan shall detail the procedures to manage and eliminate, to the extent practicable, dust, odor, litter, vectors, traffic congestion and other potential nuisances regarding the operation of the facility.

Inspection and Audit Requirements

- a. The City may inspect the recyclables processing facility, including collection and processing equipment, at any time with prior reasonable notice.
- b. In addition to the inspection associated with the recyclables audit set forth below, the City may inspect the Recyclables delivered to the recyclables processing facility by, or on behalf of, the City at any time with prior reasonable notice to Contractor.
- c. Audits will be conducted annually at a mutually agreed-upon time. The City may request an audit be performed a second time within 30 days of the annual audit, at its discretion. Additional audits may be conducted as agreed between the City and the Contractor. Audits will be a hand sort and will be conducted as follows.
 - 1. A minimum inbound volume of 10 tons and no more than 15 tons, usually 3 or 4 trucks, will be selected by the City and the Contractor to be hand processed and weighed. This material will be placed in an area exclusive to City's material until the sort can occur.
 - 2. The City and the Contractor will agree on the day on which the sort will be conducted.
 - 3. On the day of the sort, the inbound collection trucks will be selected by the City and Contractor to dump material in the designated area.
 - 4. The City will provide a minimum of two employees to aid the Contractor in the sort and monitoring process.
 - 5. The Contractor will use 2-inch screens on remaining materials after hand sort is completed to mimic what would not be captured by the facility. Items that fall through screens will be treated as fines and fluff except for glass.
 - 6. Unacceptable Materials as defined in the Agreement will be treated as Residual.
 - 7. Material once sorted will be weighed and shown as percentages provided to the City upon completion. This commodity mix will be used to calculate the revenue share to the City until the next annual audit. An example of the revenue share calculation is included in Exhibit B.
- d. The Contractor shall submit weekly reports via email setting forth the tons of materials delivered to the recyclables processing facility by, or on behalf of, the City by material type

based on the latest audit. The weekly report shall also include the truck number, date, time, weight ticket number, and net weight associated with all materials delivered to the recyclables processing facility by, or on behalf of, the City. Weekly reports shall be submitted to City on or before the Wednesday of the week following the week covered by the report.

- e. The Contractor shall submit monthly reports via email that are a summary of the previous month's weekly reports. Monthly reports shall be submitted to City on or before the 8th of the month following the month covered by the report.

Invoices, Revenue Share, Recycling Education Fee and Supporting Documentation

- a. The Contractor shall submit a statement of fees and revenues on or before the 20th of each month for the previous month. The statement shall be itemized and include:
 1. Total tons received
 2. Tons by commodity
 3. Total processing fee
 4. Revenue by commodity
 5. Revenue due to, or cost due from, the City
 6. Recycling Education Fee due to City (if applicable)
- b. The Contractor shall remit revenue due to the City on or before the 20th of each month for the previous month.
- c. The City and the Contractor will agree on the source and format of documentation of commodity sales prices that support the statement of fees and revenues. The documentation will be included with the itemized statement.

Liquidated Damages

Any assessed liquidated damages will be withheld from payment due to the Contractor. When revenue is due to the City, any assessed liquidated damages will be added to the revenue due to the City.

Item	Description	Amount
General Items		
1.	Failure to timely provide notice of use of alternative facility(ies).	\$100 per occurrence
2.	Failure to abide by Personnel Requirements	\$50 per occurrence per day
3.	Failure to abide by any of the following plans: <ol style="list-style-type: none"> a. Annual Transfer Facility and Recycling Facility Operations Plan b. Annual Transfer Facility and Recycling Facility Emergency Plan c. Annual Transfer Facility and Recycling Facility Hazardous Materials Plan d. Annual Transfer Facility and Recycling Facility Nuisance Mitigation Plan 	\$100 per occurrence or per day
4.	Failure to timely submit Annual Plans or required reports	\$50 per occurrence
Recyclables Processing Services		
5.	Failure to comply with required minimum material recovery standards.	\$100 per occurrence

Item	Description	Amount
6.	Failure to receive materials during specified collection hours	\$1,000 per load
7.	Failure to dispose of any materials at approved landfill	\$1,000 per ton
Payment of Revenue Due		
8.	Failure to remit revenue on or before due date	0.5% per day

**EXHIBIT B
COMPENSATION AND FEES**

Section 1 – Processing Fee.

The Processing Fee is a firm, fixed, all-inclusive fee for processing of City recyclable materials.

The Processing Fee is \$110.00 per ton, paid by the City to the Contractor.

Section 2 – Revenue Share

The Revenue Share is the percentage of revenue derived from the sale of material that will be paid to the City by the Contractor. The Processing Fee will be deducted from the proceeds due to the City.

80% paid to the City by the Contractor.

Sample Revenue Share Calculation

$((\text{Total Revenue share per ton} * 80\%) * \text{Total Monthly Tons}) - \text{Total Tip Fee} = \text{Amount owed to/from City}$

If Share amount exceeds Tip fee a rebate will be provided to Chandler

If Tip fee exceeds Share amount Chandler will owe remaining balance

A sample invoice is attached.

EXHIBIT C TO AGREEMENT INSURANCE AND INDEMNIFICATION

1. SPECIAL AND HAZARDOUS WASTE INDEMNIFICATION:

Contractor (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the City of Chandler and its officers, officials, agents and employees (as "Indemnitee") from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney's fees and reasonable expenses of investigation and remedial work (including investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Special Waste or Hazardous Waste that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused by the Fault of the Indemnitor, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. As used in this section: (a) "Special Waste" or "Hazardous Waste" are those substances defined in Exhibit A and include, but are not limited to substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "Fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Special Waste, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

2. INSURANCE REQUIREMENTS:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary.

2.1. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

2.1.1. Commercial General Liability – Occurrence Form

Policy must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

General Aggregate	\$4,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

The policy must be endorsed via blanket-form endorsement to include the following as additional insureds: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

2.1.2. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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The policy must via blanket form endorsement contain the "CA 9948" endorsement. The policy must also be endorsed to include the following additional insureds: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers

2.1.3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- Policy must contain a blanket-form waiver of subrogation endorsement against the City of Chandler.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. 23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2.1.4. Pollution Legal Liability:

If the Scope of Services in this Agreement requires the acceptance, transport, storage or disposal of any hazardous materials or regulated substances, the facility must provide coverage with limits of at least:

Per Incident	\$5,000,000
Annual Aggregate	\$5,000,000

- The policy should be written on an "occurrence" basis with no sunset clause or if written on a "claims-made" basis, it must be maintained for a period of not less than eight years with the retroactive date to be prior to or held constant with the date of this contract.
- Such insurance must name the City of Chandler and its subsidiaries and affiliates as Additional Insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- The auto liability policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product.
- The policy must include coverage for:
 - On and off-site cleanup of sudden and gradual pollution conditions arising from the Contractor's facility.
 - Third-party claims for on and off-site bodily injury including sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs.
 - Third-party claims for property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs and the loss of use of tangible property that has not been physically injured or destroyed and diminution in value.
 - Claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo if the Scope of Services in the Agreement requires the transportation of any hazardous materials.
 - Defense including costs, charges and expenses incurred in the investigation, adjustment, or defense of claims for such compensation damages.

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

- 3.1** On insurance policies where the City of Chandler is named as an additional insured, the City of Chandler is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are more than those required by this Agreement.
- 3.2** The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

4. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement other than workers' compensation and pollution legal liability must provide the required coverage and must provide thirty (30) days prior written notice of cancellation to the City except for non-payment of premium for which a ten (10) day notice will be provided. All required notices may be sent via email and must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
Attention: Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, Arizona 85244-4008
Phone: (480) 782-2400
Email: purchasing@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

5. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
6. **VERIFICATION OF COVERAGE:** Contractor must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf. All certificates and blanket-form endorsements are to be received and approved by City before the Agreement is signed by the City. Each insurance policy required by this Agreement must be in effect at or prior to commencement of this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to reasonably provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Solid Waste Division with a copy to Risk Management at the addresses listed in Section 3. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Contractor must make certified copies of all insurance policies required by this Agreement available for City's review through a representative and at Contractor's most proximate business location. City agrees to only make this request if there is a legitimate business need for City to view one or more policies.
7. **SUBCONTRACTORS:** Contractors' policies, other than workers' compensation, must include all subcontractors as additional insureds under its policies or Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

8. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision is final. Such action will not require a formal contract amendment but may be made by administrative action.

**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

NONE

**City Council Memorandum Public Works & Utilities Memo No. UA22-088**

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Tabitha Sauer, Solid Waste Manager
Subject: Agreement No. PW2-926-4473, with United Fibers, LLC, for Processing and Marketing of Curbside Collected Recyclable Materials

Proposed Motion:

Move City Council approve Agreement No. PW2-926-4473, with United Fibers, LLC, for the processing and marketing of curbside collected recyclable materials, in an amount not to exceed \$660,000 for the period beginning March 1, 2022, through December 31, 2022.

Background/Discussion:

In April 2021, City staff issued a Request for Proposal to explore future recycling processing options presented by the changing marketplace. Proposals were received from United Fibers, LLC; River Recycling, LLC (Republic Services); and Waste Management of Arizona, Inc. The Evaluation Committee evaluated the proposals and recommends award to Republic Services, LLC, which submitted the most advantageous offer. Republic Services, LLC, had the lowest projected cost, a capped annual increase, no direct penalty for contamination, and a program that will accept more plastics than the current program.

Republic Services' proposal is based on an expansion at the Germann Road Transfer Station and is not expected to be ready to receive material until approximately October 2022. The City's current contract to process recyclable materials will expire February 28, 2022. The current contractor, United Fibers, LLC, declined the opportunity to extend the current contract. The City worked with United Fibers, LLC, to establish this agreement for the period of time between the expiration of the current contract and the date the Germann

Road Transfer Station will begin to accept materials. Agreement No. PW2-926-4473 will allow for the uninterrupted processing and marketing of recyclable materials during this time.

A related agreement with River Recycling, LLC (Republic Services), for the processing and marketing of recyclable materials, is also scheduled for this City Council meeting.

Evaluation:

On January 25, 2022, City staff received confirmation from United Fibers, LLC, that it would enter into an agreement the City for ten months, from March 1, 2022, though December 31, 2022, at the same terms and conditions agreed to between United Fibers and the Town of Gilbert. Staff reviewed the terms and conditions and recommends the award of this agreement as the most advantageous option available to the City during this period.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
625.3700.5219.0.0.0	Solid Waste Operating	Other Professional Services	\$660,000	N

Attachments

Agreement - United Fibers



City Clerk Document No. _____

City Council Meeting Date: March 24, 2022

**CITY OF CHANDLER SERVICES AGREEMENT
PROCESSING AND MARKETING OF CURBSIDE COLLECTED RECYCLABLE MATERIALS
CITY OF CHANDLER AGREEMENT NO. PW2-926-4473**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and United Fibers, LLC, a Colorado limited liability corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

A. City proposes to enter into an agreement for processing and marketing of recyclable materials as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the

terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

The term of the Agreement is ten months, and begins on March 1, 2022 and ends on December 31, 2022 unless sooner terminated in accordance with the provisions of this Agreement.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$ 660,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their

records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is

appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

For the Contractor

Name: Christina Pryor
 Title: Purchasing Manager
 Address: 175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225
 Phone: 480-782-2403
 Email: christina.pryor@chandleraz.gov

Name: Jim Ford
 Title: _____
 Address: 390 E. Ray Road
Chandler AZ, 85225
 Phone: 480-726-0001
 Email: jimf@unitedfibers.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of

the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the

full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, 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, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event

the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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 thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Jim Ford _____

Its: GM _____

APPROVED AS TO FORM:

By: _____
City Attorney

MB

ATTEST:

By: _____
City Clerk

EXHIBIT A SCOPE OF SERVICES

The Contractor will provide recyclable material recovery services in accordance with the following Scope of Work.

Material Recovery Facility

- a. The Contractor shall implement the necessary measures to ensure the facility will have the capacity to handle all City needs during the term of the Agreement. The Contractor's facility is identified as the United Fibers processing facility located at 390 East Ray Road, Chandler, AZ 85225. The Contractor will safely receive, process, market, and ship all of the volume received from the City. The facility will allow for safe one-way traffic to weigh, drop, clean the truck, and exit the facility. All of the processing will take place in a covered facility, where the material is sorted into a saleable commodity and stored for shipment.
- b. If Contractor is unable to use the designated facility due to an emergency or sudden unforeseen closure of the designated facility, Contractor may use an alternative facility provided that Contractor receives written approval from City at least 24 hours prior to the use of that alternative. If the use of the alternative facility increases City's cost of collection services Contractor shall be responsible for all such additional costs incurred.
- c. The Contractor shall be responsible for all operations, maintenance, monitoring, and reporting requirements typically associated with the type of facility services provided including, but not limited to, the following:
 1. Operating a scale system and calibrating the scales used in accordance with regulations established by Arizona State Administration of Weights and Measures, and standards in the industry.
 2. Weighing all in-coming collection vehicles that are delivering materials by, or on behalf of, City.
 3. Weighing all out-going collection vehicles after delivery of materials by, or on behalf of, City unless the tare weight of the collection vehicle has previously been documented.
 4. Directing on-site traffic to appropriate unloading areas and providing a safe working environment for facility users, visitors and employees.
 5. Weighing transport trailers in both an empty and loaded state to determine the net weight of the materials delivered to the facility by, or on behalf of, City.
 6. Recording and maintaining records of the date, time, vehicle identification number, tare weight, and gross weight of all collection vehicles transporting materials delivered to the MRF or transfer station by, or on behalf of, City.
 7. Immediately clean up and remediate of any material that is spilled, scattered, leaked or dropped as a result of the services provided.
- d. The Contractor shall, at a minimum, accept material five (5) days each week (Monday through Friday) between the hours of 6:00 a.m. to 5:30 p.m. Contractor shall also accept material on Saturday from 6:00 a.m. to 5:30 p.m. for any week in which one of the following holidays falls on a weekday:
 1. New Year's Day
 2. Independence Day
 3. Thanksgiving Day
 4. Christmas Day
- e. The Contractor shall implement the measures to segregate the materials delivered by, or

- on behalf of, City from material delivered by other entities.
- f. The Contractor shall implement the measures necessary to ensure the safety of all persons and equipment on the Contractor's property. This includes, but is not limited to, control of debris, and traffic control for equipment operations when collection vehicles are staging, unloading, maneuvering and performing clean out.
- g. The Contractor shall implement the inspection and operating procedures to address the inadvertent receipt of hazardous materials at the facility.
- h. The Contractor shall implement the procedures to manage and eliminate, to the extent practicable, dust, odor, litter, vectors, traffic congestion and other potential nuisances regarding the operation of the facility.

Accepted Materials

- a. The Contractor will accept, process and market the following materials:
 - 1. Aluminum cans and foil;
 - 2. Steel/tin cans;
 - 3. Glass food and beverage containers;
 - 4. Newspaper, slick paper inserts;
 - 5. Magazines, paperback books;
 - 6. Residential mixed paper, junk mail inserts;
 - 7. Telephone books;
 - 8. Cardboard (corrugated, chipboard);
 - 9. Aerosol cans;
 - 10. Plastic bottles and containers (Recycling logo #1 through #6)
- b. The Contractor shall not dispose as waste any City recyclable material without prior approval by the City. The Contractor shall notify the City of its intent to landfill City recyclable materials, in writing, at least 10 days prior to the date it intends to begin landfilling the material. The Contractor shall be responsible for all costs associated with the landfilling of materials under this section.
- c. The Contractor will transport any non-recyclable materials received from the City to Republic Service's Cactus landfill or Waste Management's Butterfield landfill.

Office and Personnel Requirements

- a. The Contractor shall provide sufficient personnel to efficiently and effectively meet the requirements of the Scope of Work.
- b. The Contractor shall provide a local managing agent available to the City 365 days per year from 6:00 a.m. to the later of 5:30 p.m. or one-half hour after daily collection activities are complete. All persons acting as a local managing agent shall be identified as key staff and a mobile phone number and email address for the individual will be provided to the City.
- c. The Contractor shall establish an operations office. The office shall be open on all City recyclable collection days during the hours of 6:00 a.m. to the later of 5:30 p.m. or one-half hour after daily collection activities are complete.
- d. The Contractor shall notify the Contract Administrator via telephone and email of any complaints or inquiries from City residents within one business day.
- e. The Contractor shall notify the City via telephone or email of any incident that will affect delivery to the Contractor's facility as soon as the Contractor becomes aware of the incident.

Inspection Requirements

- a. The City may inspect the recyclables processing facility, including collection and processing equipment, at any time without prior notice. City staff will check in at arrival and will inspect operations only when it is safe to do so.
- b. The City may inspect the recyclables delivered to the recyclables processing facility by, or on behalf of, the City at any time with no prior notice.

Invoices and Supporting Documentation

- a. The Contractor shall submit a statement of fees and revenues on or before the 20th of each month for the previous month. The statement shall be itemized and include:
 1. Total tons received
 2. Tons by commodity
 3. Total processing fee

Liquidated Damages

Any assessed liquidated damages will be withheld from payment due to the Contractor. When revenue is due to the City, any assessed liquidated damages will be added to the revenue due to the City.

Item	Description	Amount
General Items		
1.	Failure to timely provide notice of use of alternative facility.	\$100 per occurrence
Recyclables Processing Services		
1.	Failure to receive materials during specified collection hours	\$1,000 per load
2.	Failure to dispose of any materials at approved landfill	\$1,000 per ton

EXHIBIT B
COMPENSATION AND FEES

Section 1 – Processing Fee

The Processing Fee is a firm, fixed, all-inclusive fee for processing of City recyclable materials.

\$35.00 per ton, paid by the City to the Contractor

Section 2 – Revenue Share

None.

Section 3 – Waste Disposal Fee

None.

EXHIBIT C TO AGREEMENT INSURANCE AND INDEMNIFICATION

1. SPECIAL AND HAZARDOUS WASTE INDEMNIFICATION

Contractor (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the City of Chandler and its officers, officials, agents and employees (as "Indemnatee") from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney's fees and reasonable expenses of investigation and remedial work (including investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnatee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Special Waste or Hazardous Waste that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused by the Fault of the Indemnitor, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. As used in this section: (a) "Special Waste" or "Hazardous Waste" are those substances defined in Exhibit A and include, but are not limited to substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "Fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Special Waste, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

2. INSURANCE REQUIREMENTS

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary.

- 2.1. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

2.1.1. Commercial General Liability – Occurrence Form

Policy must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

General Aggregate	\$4,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

The policy must be endorsed via blanket-form endorsement to include the following as additional insureds: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

2.1.2. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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The policy must via blanket form endorsement contain the "CA 9948" endorsement. The policy must also be endorsed to include the following additional insureds: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers

2.1.3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- Policy must contain a blanket-form waiver of subrogation endorsement against the City of Chandler.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. 23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2.1.4. Pollution Legal Liability:

If the Scope of Services in this Agreement requires the acceptance, transport, storage or disposal of any hazardous materials or regulated substances, the facility

must provide coverage with limits of at least:

Per Incident	\$5,000,000
Annual Aggregate	\$5,000,000

- The policy should be written on an “occurrence” basis with no sunset clause or if written on a “claims-made” basis, it must be maintained for a period of not less than eight years with the retroactive date to be prior to or held constant with the date of this contract.
- Such insurance must name the City of Chandler and its subsidiaries and affiliates as Additional Insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- The auto liability policy must contain an “MCS-90” endorsement providing for clean-up of pollution conditions arising from transported product.
- The policy must include coverage for:
 - On and off-site cleanup of sudden and gradual pollution conditions arising from the Contractor’s facility.
 - Third-party claims for on and off-site bodily injury including sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs.
 - Third-party claims for property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs and the loss of use of tangible property that has not been physically injured or destroyed and diminution in value.
 - Claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo if the Scope of Services in the Agreement requires the transportation of any hazardous materials.
 - Defense including costs, charges and expenses incurred in the investigation, adjustment, or defense of claims for such compensation damages.

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

- 3.1** On insurance policies where the City of Chandler is named as an additional insured, the City of Chandler is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are more than those required by this Agreement.
- 3.2** The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

4. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement other than workers’ compensation and pollution legal liability must provide the required coverage and must provide thirty (30) days prior written notice of cancellation to the City except for non-payment of premium for which a ten (10) day notice will be provided. All required notices may be sent via email and must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
Attention: Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, Arizona 85244-4008
Phone: (480) 782-2400
Email: purchasing@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

5. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
6. **VERIFICATION OF COVERAGE:** Contractor must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf. All certificates and blanket-form endorsements are to be received and approved by City before the Agreement is signed by the City. Each insurance policy required by this Agreement must be in effect at or prior to commencement of this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to reasonably provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Solid Waste Division with a copy to Risk Management at the addresses listed in Section 3. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Contractor must make certified copies of all insurance policies required by this Agreement available for City's review through a representative and at Contractor's most proximate business location. City agrees to only make this request if there is a legitimate business need for City to view one or more policies.
7. **SUBCONTRACTORS:** Contractors' policies, other than workers' compensation, must include all subcontractors as additional insureds under its policies or Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.
8. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision is final. Such action will not require a formal contract amendment but may be made by administrative action.

EXHIBIT D
SPECIAL CONDITIONS

NONE



City Council Memorandum Public Works & Utilities Memo No. CP22-121

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
From: Melanie Sikes, Engineering Project Manager
Subject: Construction Manager at Risk Contract No. WW2111.401 - GMP1, with Achen-Gardner Construction, LLC, for the Chandler Heights Road Utility Relocations

Proposed Motion:

Move City Council award Construction Manager at Risk Contract No. WW2111.401 - GMP1 to Achen-Gardner Construction, LLC, for the Chandler Heights Road Utility Relocations, in an amount not to exceed \$1,371,579.28.

Background/Discussion:

On June 24, 2021, City Council adopted Resolution No. 5496, authorizing an agreement with Salt River Project (SRP) for the undergrounding of a 230-kilovolt transmission system in southwest Chandler to support future power needs in the area. Prior to SRP's work, the City will move existing City-owned wastewater, reclaimed water, and potable water to clear an alignment for the proposed electrical duct banks. The wastewater and potable water utility relocations will occur on Chaparral Drive from Dobson Road to Lake Drive.

The project scope of work consists of relocation of sanitary sewer and potable water infrastructure, traffic control, bypass pumping, and surface restoration. The contract completion time is 90 calendar days following Notice to Proceed. This is the first of three related Construction Contracts with Achen-Gardner Construction, LLC, for the Chandler Heights Road Utility Relocations.

A related Professional Services Agreement with Wilson Engineers, LLC, for the

Chandler Heights Road Utility Relocations Post Design Services, is also scheduled for this City Council meeting.

A related Professional Services Agreement with Dibble CM, LLC, for the Chandler Heights Road Utility Relocations Construction Management Services, is also scheduled for this City Council meeting.

Evaluation:

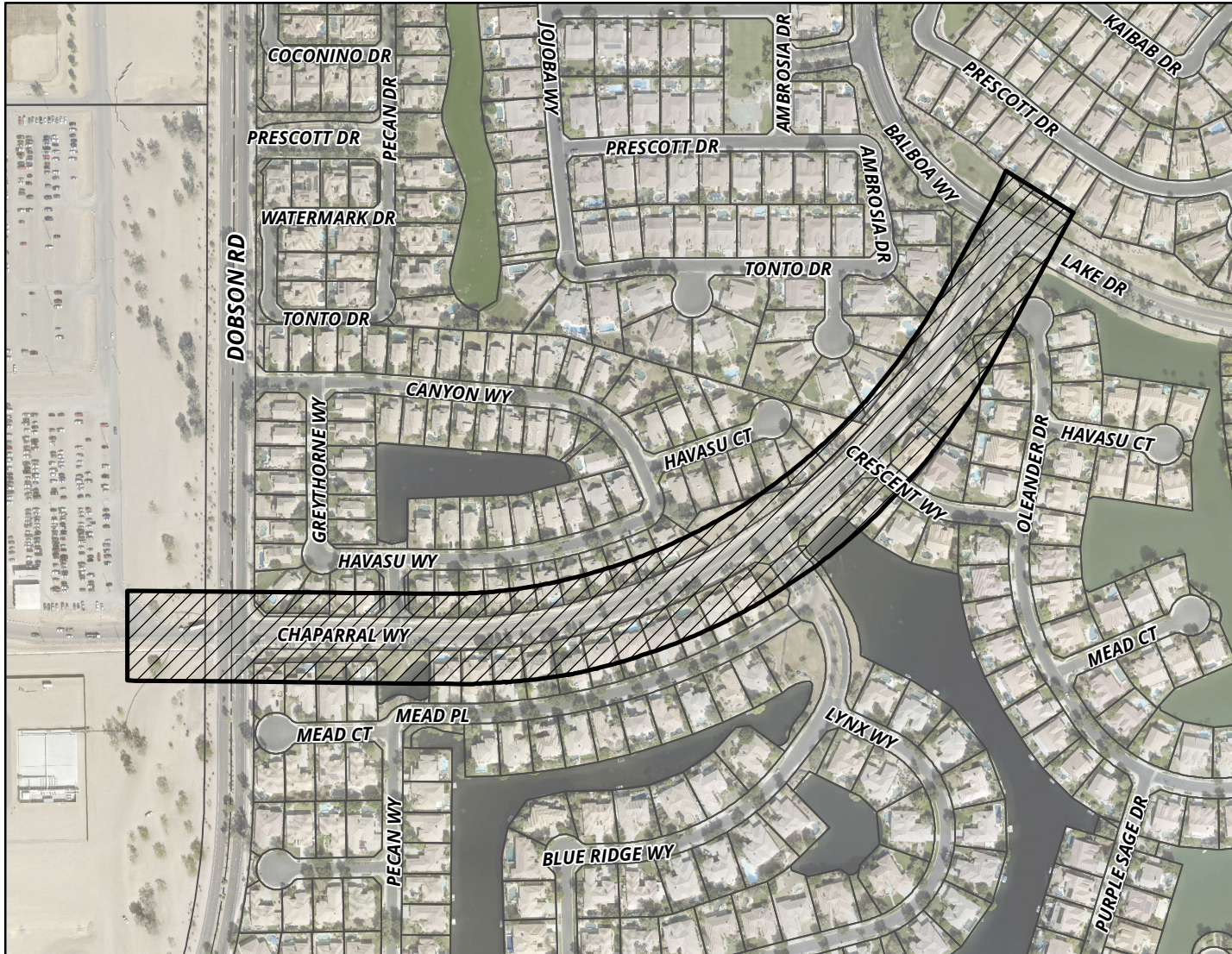
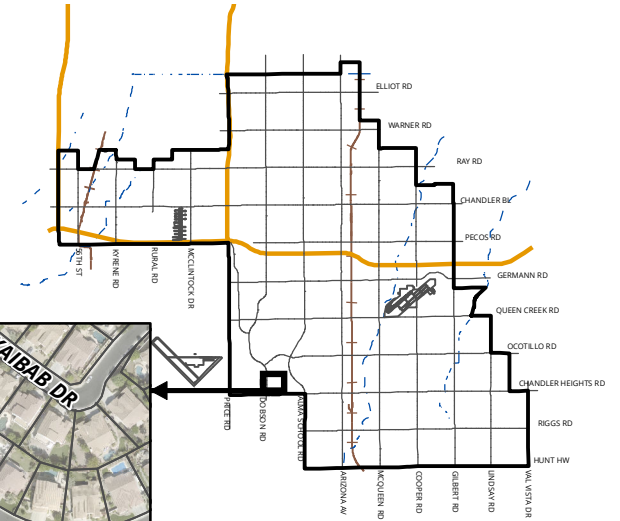
The selection process was followed in accordance with City policy and procedure and State law. Staff recommends contract award to Achen-Gardner Construction, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach. Staff reviewed the Guaranteed Maximum Price proposal and determined it to be reasonable.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3910.6813.6WW688	Wastewater Operating	Utility Line Relocation	\$960,105.50	Y
605.3820.6714.6WA688	Water Operating	Utility Line Relocation	\$411,473.78	Y

- Attachments**
- Location Map
 - Contract - Achen Gardner



CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS PROJECT NO. WW2111.401



MEMO NO. CP22-121





CITY OF CHANDLER, ARIZONA

CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS - GMP 1

CITY PROJECT NO. WW2111.401

CONSTRUCTION SERVICES CONTRACT (CONSTRUCTION MANAGER AT RISK)

**Andrew Goh, P.E.
CIP City Engineer**

CITY OF CHANDLER, ARIZONA

**CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS - GMP 1
CITY PROJECT NO.: WW2111.401**

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**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES CONTRACT
PROJECT NO.: WW2111.401**

THIS CONTRACT is made and entered into on the ____ day of _____, 2021, ("Effective Date") by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and the "Construction Manager at Risk" or "CM@Risk" designated below (City and CM@Risk may individually be referred to as "Party" and collectively referred to as "Parties").

City and CM@Risk agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: **CIP City Engineer:**
 Andrew Goh, P.E.
 Public Works & Utilities Department
 P.O. Box 4008, Mail Stop 407
 Chandler, AZ 85244-4008
 Phone: 480-782-3343
 Email: andrew.goh@chandleraz.gov

CITY: **Construction Project Manager:**
 Paul Ahlas
 Public Works & Utilities Department
 P.O. Box 4008, Mail Stop 407
 Chandler, AZ 85244-4008
 Phone: 480-782-3328
 Email: paul.ahlas@chandleraz.gov

CM@RISK: **Achen-Gardner Construction, LLC**
 555 S. 79th St. Chandler AZ 85226
 Arizona ROC No.: 261745 A, 261746 B1, 261747 B4
 Federal Tax ID No.: 27-1394157
 Business Organization: limited liability company
 State Where Organized: Arizona
 Statutory Agent Name: CT Corporation
 Statutory Agent Mailing Address: 3800 N Central Ave. #460 Phoenix AZ
 85012
 CM@Risk's Authorized Project Representative:
 Name: Dan Broderick
 Title: Project Manager
 Phone: 480-940-1300 / 602-376-9434
 Email: dbroderick@achen.com

PROJECT DESCRIPTION:

Relocation of sanitary sewer and potable water utilities for an SRP 230kV transmission system.

PROJECT LOCATION:

Chaparral Way from Dobson Road to Lake Drive

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between City and CM@Risk will consist of the following Contract Documents:

1. This Construction Services Contract and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in **Exhibit A**, incorporated by reference.
4. Accepted GMP/Price Proposal as set forth in **Exhibit D**, incorporated by reference.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence as described in Section 14.1.4 of the General Conditions.

2.3 DEFINITIONS

The definitions in Sections 2 and 15 of the General Conditions apply to all the Contract Documents, including this Agreement.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

Although CM@Risk has performed Pre-Construction Services pursuant to a separate Contract between City and CM@Risk, the completion, quality and accuracy of those services and the deliverables provided by City thereunder directly impact CM@Risk's performance of its obligations under this Contract. Therefore, all of CM@Risk's obligations, duties, and warranties in relation to Pre-Construction Services and deliverables survive completion of the Pre-Construction Services Contract and are incorporated herein. Any breach of any of CM@Risk's duties, obligations, or warranties under the Pre-Construction Services Contract will likewise be considered a breach of this Contract.

ARTICLE 4 - CONSTRUCTION SERVICES

4.1 GENERAL

4.1.1 CM@Risk agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the schedule, stated in attached **Exhibit A**.

- 4.1.2 CM@Risk must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.
- 4.1.3 This is a contract for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@RISK has participated in the design process and been an active member of the Project Design Team and is fully aware of any issues and constraints involved in this Construction Project.
- 4.1.4 CM@RISK is the CITY's fiduciary responsible for undertaking all necessary action contemplated under the contract documents to construct the Project and ensure timely and quality completion of the Project at a cost within the Guaranteed Maximum Price (GMP).
- 4.1.5 At all times relevant to this Contract and performance of the Work, the CM@Risk must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth on attached **Exhibit A**.
- 4.1.6 CM@Risk must perform the Work under this Contract using only those firms, team members and individuals designated by CM@Risk consistent with the Statement of Qualifications dated August 11, 2021, the GMP Proposal, or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without prior approval of the Project Manager
- 4.1.7 CM@Risk will comply with all terms and conditions of the General Conditions.
- 4.1.8 In the event of a conflict between this Contract and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Contract will control.
- 4.1.9 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, CM@Risk hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

4.2 **CM@RISK'S PRE-CONTRACT AND PRE-WORK DELIVERABLES**

- 4.2.1 The CM@Risk must provide the Deliverables in accordance with Section 4.2 of the General Conditions.
- 4.3 **PRE-CONSTRUCTION CONFERENCE**
Refer to Section 4.3 of the General Conditions.
- 4.4 **PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)**
Refer to Section 4.4 of the General Conditions.
- 4.5 **CONTROL OF THE PROJECT SITE**
Refer to Section 4.5 of the General Conditions.
- 4.6 **PROJECT SAFETY**
Refer to Section 4.6 of the General Conditions.
- 4.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**
Refer to Section 4.7 of the General Conditions.
- 4.8 **PROJECT RECORD DOCUMENTS**
Refer to Section 4.8 of the General Conditions.
- 4.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**
Refer to Section 4.9 of the General Conditions.

ARTICLE 5 - CITY RESPONSIBILITIES

- 5.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

ARTICLE 6 - CONTRACT TIME

6.1 GENERAL

- 6.1.1 The Contract Duration is **90** Calendar Days.
- 6.1.2 The Contract Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 6.4 below. The Notice to Proceed cannot be issued until approval and acceptance by City of the GMP or Fixed Price.

6.1.3 The Contract Time will be as set forth in the Project Schedule. CM@Risk agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Contract Time.

6.1.4 Time is of the essence of this Contract for the Project, and for each phase and designated Milestone thereof.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule approved as part of the GMP Proposal and incorporated herein as part of the attached **Exhibit D** must be updated and maintained throughout CM@Risk's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.2.2 Failure on the part of CM@Risk to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by City.

6.2.3 Work must be completed to meet the following milestones after the Notice to Proceed:

<u>Milestone</u>	<u>Time</u>	<u>Liquidated damages for delay</u>
1. [REDACTED]	within [REDACTED] days	\$ [REDACTED] per calendar day

6.3 SUBSTANTIAL COMPLETION

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

6.4 FINAL ACCEPTANCE

6.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

6.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

6.5 LIQUIDATED DAMAGES

6.5.1 Substantial Completion Liquidated Damages. CM@Risk acknowledges and agrees that if CM@Risk fails to obtain Substantial Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and CM@Risk agree that if CM@Risk fails to achieve Substantial Completion of the Work within the Contract Time, City will be entitled to retain or recover from CM@Risk, as

liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

6.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 6.5.1 above, City and CM@Risk further agree that if CM@Risk fails to achieve Final Acceptance of the Work within the Contract Time, City will be entitled to retain or recover from CM@Risk, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Contract.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Articles 6.5.1 or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 will apply.

6.5.4 City may deduct liquidated damages described in this Article 6.5 from any unpaid amounts then or thereafter due CM@Risk under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due CM@Risk will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by CM@Risk.

6.6 **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY**

6.6.1 CM@Risk and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

6.6.1.1 Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

6.6.1.2 Damages incurred by CM@Risk for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

6.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Contract. Nothing contained in this Article 6.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 6.5 above.

6.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of CM@Risk's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of CM@Risk, the cost and expense of which will be offset against any monies then or thereafter due to CM@Risk (if any) and otherwise immediately reimbursed to City by CM@Risk.

ARTICLE 7 - CONTRACT PRICE

7.1 CONTRACT PRICE

- 7.1.1 In exchange for CM@Risk's full, timely, and acceptable performances and construction of the Work under this Contract, and subject to all of the terms of this Contract, City will pay CM@Risk the "Contract Price," which:

The sum of the CM@Risk's Fee and reimbursable Cost of the Work, as defined in Section 15 of the General Conditions, which the CM@Risk guarantees will not exceed the GMP set forth in **Exhibit D** in the amount of **\$1,371,579.28**. Costs which would cause the GMP to be exceeded must be paid by CM@Risk without reimbursement from City.

- 7.1.2 The Contract Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, allowances, construction contingency, owner's contingency, and taxes of any type necessary to fully, properly and timely perform and construct Work.

7.2 COSTS

For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to CM@Risk and chargeable against the Contract Price will be determined as set forth in MAG § 109.5.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

"CITY"

CITY OF CHANDLER

MAYOR Date

Recommended By:

Andrew Goh, P.E. Date
CIP City Engineer

APPROVED AS TO FORM:

City Attorney
ATTEST: *TMB*

City Clerk Seal

"CM@RISK"

Achen-Gardner Construction, LLC

[Signature] 1-28-2022

Signature Date
Daniel J. Spitza

Name

President

Title

dspitza@achen.com

Signer Email Address

ATTEST: If Corporation

Secretary

STATE OF ARIZONA)
County of Maricopa) ss.

SUBSCRIBED AND SWORN TO before me, the undersigned notary public, by Daniel Spitza who was identified as the President of Achen-Gardner Construction LLC on this 28th day of January, 20 22

My commission expires:

6.05.2022

[Signature]

Notary Public

City of Chandler Construction Manager at Risk Construction Services
Public Works & Utilities Department, Capital Projects Division
Project Name: CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS - GMP 1
Project No.: WW2111.401
Rev. 7/16/2021



EXHIBIT A

**PROJECT SPECIFIC
SPECIAL PROVISIONS**

N/A

EXHIBIT B

GENERAL CONDITIONS



GENERAL CONDITIONS

Approved date: October 19, 2021

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Appendix 9 – Cost of the Work (Applicable solely to Construction Manager at Risk and Job Order Contracting)

Appendix 10 Landscape Establishment Period

SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by the City of Chandler, unless otherwise specifically excluded in the executed Contract.

SECTION 2 - GENERAL DEFINITIONS

Allowance: A specific amount for a specific item of Work, if any, that City agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the City) at the time the Contract Price is agreed to for Contractor to provide a definitive price.

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

Change Order: A written instrument issued after execution of the Contract Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Contract Time may be changed only by Change Order.

Consultant: Person or firm that provides professional services.

City (Owner or OWNER): City of Chandler, a municipal corporation, with whom Contractor has entered into the Contract and for whom the Work or Services are to be provided pursuant to the Contract(s).

Contingent Bid Items: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the Engineer determines that this work is required, the Contractor will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the Engineer may vary materially from this.

Contract: The written agreement executed between City and Contractor, including all of the Contract Documents.

Contract Documents: The documents which together form the Contract between City and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and City's amendments thereto, and any other documents so designated in the Contract.

Contract Price: The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Work or Services under the terms of the Contract.

Contract Time(s): The number of calendar days or the dates related to the applicable phase, Substantial Completion, or Final Acceptance as stated in Contract Documents. Contract Time starts with the Notice

to Proceed (NTP) and ends with Final Acceptance. The Contract Time is set forth in the Contract and is based upon the Project Schedule agreed to by City in writing.

Contractor: The person or business association with whom City has entered into an agreement for construction related Work or Services in relation to the Project at issue.

Contractor Payment Request: The form that is accepted by City and used by Contractor in requesting progress payments or final payment and which must include such supporting documentation as is required by the Contract Documents or City.

Construction Budget: The City's budget for construction of the Project.

Construction Documents: The Plans, Specifications, and Drawings prepared and issued by the Design Professional and approved by City for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting and incorporated into the Contract by this reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Contract.

Cost of the Work: The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs will be at rates not higher than the standard paid at the place of the Project except with prior consent of City.

Critical Path Method (CPM): A scheduling technique which identifies the logical sequence of the activities occurring in a Construction Project, the anticipated time required to complete each activity in the Project, and the activities that must be completed on schedule to finish the Project within the anticipated time. Typically, activities are arranged in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

Critical Path: Critical Path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project must not be changed without prior written approval of City.

Day: Calendar day(s) unless otherwise specifically stated in the Contract Documents.

Design Professional: The qualified, licensed person, firm or corporation who furnishes design and construction administration services required under the Contract Documents. These services may include, but are not limited to: development of Construction Drawings and Documents, review of Contractor Submittal(s), review of and response to Requests for Information, approval and certification of progress payment applications, construction administration, and construction contract close out.

Differing Site Conditions: Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the Site. Caliche, rock, hard-digging or sandy/silty soil encountered on a project is not considered a "Differing Site Condition."

Drawings (Plans): Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by Contractor during the construction phase and which have been prepared

or approved by the Design Professional and City. These documents include Drawings that have reached a sufficient state of completion and released by Design Professional solely for the purposes of review and use in performing constructability or bid-ability reviews by Contractor and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but *"not for construction."* Shop Drawings are not Drawings as so defined.

Final Acceptance: The City's acceptance of the facility or project from the Contractor after all Work is completed, tested, and inspected in accordance with the contract requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fixed Price: A fixed price or amount for a Contract Price, Scope of Work, materials, or other item under a Contract, Change Order, or other agreement, which City agrees, in writing, to pay instead of the actual cost.

Float: The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

Laws, Regulations, or Legal Requirements: Any and all applicable laws, rules, regulations, ordinances, codes and orders applicable to the Project of any and all governmental bodies, agencies, authorities and courts having jurisdiction and any applicable provisions of the Development Agreement for the Project (if any), including, without limitation, those provisions relating to the design and construction of the Project.

Line Item: The individual elements of Work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of the Work. Also refers to individual items of work within the Schedule of Values.

Liquidated Damages: Designated damages for the City to collect as compensation upon a specific breach (example: late delivery).

Long-Lead Item: Long-lead item refers to the equipment, product, or system that is identified at the earliest stage of a project to have a delivery time long enough to affect directly the Critical Path/the overall lead time of the project.

MAG: The Maricopa Association of Governments.

MAG Specifications: The most current version of the Uniform Standard Specifications for Public Works Construction published by MAG.

MAG Standard Details: The most current version of the Uniform Standard Details as published by MAG.

Minor change: A change in the Work having no impact on cost or time or the City-approved design intent, as determined by City.

Notice to Proceed (NTP): A written notice given by City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract.

Project: The Project specified in the Contract (including a Job Order).

Project Manager: The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by City. The Project Manager has the authority to act on behalf of City, as delineated and

limited by the Contract Documents and applicable law. And City will communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

Project Schedule: The schedule for the completion of the Project agreed to and required by City.

Project Specific Conditions: Additional conditions which apply to the specific Project and Scope of Work which are set forth in Exhibit D of the Contract.

Project Team: The Project Team consisting of the Design Professional, Contractor, Project Manager, and such others as City may designate.

Punch List: The list initially prepared by Contractor pursuant to the Contract Documents, reviewed and supplemented by the Project Manager (and at the sole option of the Project Manager, the Design Professional) and approved by City containing items of incomplete work not impacting Substantial Completion, if allowed for under the Contract, and to be completed or corrected by Contractor after Substantial Completion and before Final Acceptance in accordance with the Contract Documents.

Quality Assurance (QA) Testing: Testing performed to verify the accuracy and applicability of the QC testing results and to ascertain that the materials installed meet the specified levels of quality in accordance with the Contract Documents.

Quality Control (QC) Testing: Testing performed to assure that the materials installed comply with the requirements in the Contract Documents.

Requests for Information (RFIs): Formal written request from Contractor to City or Design Professional for the Project seeking clarification or additional information needed for Contractor to properly complete the Work or Services under the Contract. City may require RFI's to be submitted on a specific form or in a specified format.

Schedule of Values (SOV): The specified document prepared by Contractor, and approved and accepted by City, which divides the Contract Price into pay items, such 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.

Scope of Work: The scope of work agreed to or required by City and incorporated into the Contract as Exhibit A.

Shop Drawings: All drawings, diagrams, schedules and other data specifically prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site: The land or premises on which the Project is located.

Specifications: The part(s) 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 administrative details applicable thereto. Where specified, the Project must be constructed using the current Uniform Standard Specifications and Details for Public Works Construction as furnished by the Maricopa Association of Governments, as amended by City.

Subconsultant: A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor: An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of pre-construction services or construction phase Work at the Site for which Contractor is responsible. Subcontractors must be selected through the Subcontractor selection process described in the Contract Documents, if any.

Substantial Completion: The date when the City determines that the Work (or separable units of Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents such that the Project is ready for use by the City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other work as applicable, has been performed to a similar state of essential and satisfactory completion.

Supplier: A manufacturer, fabricator, distributor, or vendor having a direct Contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Contractor or any Subcontractor.

Total Float: Number of Days by which pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

Work: The entire completion of construction or the various separately identifiable parts thereof, 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.

Writing: Typing, printing, photography and other modes of representing or reproducing words in a visible form, including email, and expressions.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

- 3.1 City operates under the latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of the City's Unified Development Manual, may be found in the downloaded from City's website at <http://www.chandleraz.gov>.
- 3.2 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix,

Arizona. They may also be downloaded from their website at: <http://www.azmag.gov/Newsroom/Publications>

- 3.3 The MAG Specifications and Standard Details and City's amendments thereto are incorporated into the Contract by this reference.

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 GENERAL

- 4.1.1 Contractor must construct the Work in accordance with the Contract Documents and as outlined in Exhibit A of the Contract to the satisfaction of City, exercising the degree of professional care, skill, diligence, quality and judgment that a professional construction manager engaged, experienced and specializing in the construction management of construction and facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to Chandler, Arizona would exercise at such time, under similar conditions. Contractor must, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.
- 4.1.2 If Contractor observes errors, discrepancies or omissions in the Contract Documents, Contractor must promptly notify the Design Professional and City and request clarification. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to City, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, Contractor does so at its own risk and will be liable to City for damages resulting from proceeding without clarification.
- 4.1.3 Project Team and agents of each of them, testing agencies and governmental agencies with jurisdictional interests will be provided access to the Work at reasonable times for their observation, inspection and testing. Contractor must provide proper and safe conditions for such access.
- 4.1.4 Contractor must comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.
- 4.1.5 Contractor must insure that all employees performing any Work for which Contractor is responsible have a legal right to live and work in the United States. In addition, all compensation of any such employee must meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage laws.
- 4.1.6 Contractor must comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA activities. Contractor agrees to comply with the IRCA while performing their work and to permit City inspection of Contractor personnel records to verify such compliance.
- 4.1.7 Pursuant to MAG Specifications §§ 107.4, Contractor must report immediately any discovery of archeological ruins or artifacts. Excavation must stop immediately so that City can decide on the pertinent steps to follow such discovery.
- 4.1.8 All property owners that may be affected by the proposed construction activities must be

notified of the scope, duration of the construction activities and possible interference with their day-to-day activities by Contractor prior to start of construction. In addition, individual residential or commercial interferences, such as driveway restrictions, water outages, and all other Work adjacent to residence/business, require 48-hour notification in advance of specific adjoining Work. Notification may be through door hangers or other procedures approved by the City.

- 4.1.9 Access must be maintained to adjacent properties at all times during construction. Where property has more than one point of access, no more than one access will be restricted or closed at any one time. Access to adjacent private driveways will be maintained during all non-working hours.
- 4.1.10 Contractor must furnish and erect construction signs in accordance with Project Specifications. The signs must be professionally prepared and subject to approval by City, must be maintained by Contractor for the duration of the project, and must be removed by Contractor during the final project clean up.
- 4.1.11 The number of signs required, the size, shape, installation requirements and information to be included for construction signs is established on the detail sheet, provided, however, signs must be a minimum of 4 foot by 8 foot and must be installed so that the bottom of the sign is at least 4 foot above grade. No direct payment will be made for furnishing and erecting construction signs. The cost thereof must be included in other items for which direct payment is made. Sign locations will be determined by City.
- 4.1.12 All required construction signs must be installed by Contractor within 7 Days of Notice to Proceed.
- 4.1.13 The Work to be accomplished under these Contract Documents has been designed for City by a Design Professional retained by City for this purpose. It is understood that normal construction Administration for the purpose of interpretation of the Contract Documents is provided by City. Should any services of the Design Professional be required to assist in the corrections of errors or omissions by Contractor, or services of the Design Professional be required because of changes in structure or equipment where Contractor has requested approval of substitute methods or material, or any other items detailed herein below, those services will be provided by the Design Professional at the standard hourly rates previously negotiated with City and must be paid for by the Contractor.
- 4.1.14 Contractor must reimburse City for costs incurred by the Design Professional for additional services to the Project through no fault of City or the Design Professional including, but not limited to, the following conditions:
 - a. Additional Site visits, investigations, inspections, design work or reports by the Design Professional which are required due to damages to existing facilities or completed Work caused by the Contractor in his performance, Contractor's negligence, or Contractor's Work which is rejected as defective or as failing to conform to the Contract Documents;
 - b. Design Professional construction phase services rendered on the project during the time the project remains incomplete after the Contract date of final completion will be charged to Contractor at a rate previously negotiated City; and
 - c. All retesting required due to the failure of Contractor's Work to meet the

requirements of the Contract Documents will be at Contractor's expense. All standby and travel time by the City's testing lab, the Design Professional or City due to Contractor's inability to be prepared for testing at the agreed upon time will be at the Contractor's expense.

4.1.15 City may withhold from any payment otherwise due to Contractor any amounts necessary to pay the Design Professional for such additional services as provided herein above.

4.1.16 Contractor will not be required to bear additional costs incurred by City due to errors by the Design Professional.

4.2 **CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES**

4.2.1 Prior to award of the Contract, Contractor must execute Contract and deliver to City. Failure to do so may delay Contract award. Contractor must also provide to City its Contractor's License classification and number and its Federal Tax I.D. number.

4.2.2 Before beginning any Work under the Contract, Contract must be fully executed by City.

4.2.3 After Contract award, City will issue to Contractor an award letter. At that time Contractor must deliver to City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by City) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.4 As evidence of Workmen's Compensation Insurance, Contractor must, upon request, provide a letter of certification from the Industrial Commission of Arizona that Contractor is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

4.2.5 Within 10 Days of the date of the executed Contract letter issued by City, Contractor must submit to City for review and acceptance the following items:

4.2.5.1 Comprehensive construction Project Schedule including a Critical Path Method (CPM) diagram schedule as described in Section 6.2. Project Schedule must be in Microsoft Project standard file format. Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review.

4.2.5.2 Preliminary schedule of submittals and Shop Drawings. Within 10 Days of receipt of City's comments, Contractor must submit the corrected and completed schedule of Shop Drawings submissions for approval. Contractor's schedule of Shop Drawings and sample submittals will be acceptable to City if it provides a workable arrangement for reviewing and processing the required submittals.

4.2.5.3 Schedule of Values in a form specified by City reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values must not be greater than the Contract Price. The Schedule of Values will be reviewed at the Pre-Construction Conference and revised by Contractor within 10 Days after Pre-Construction Conference in response to comments and questions from City. Once accepted by City in writing, the Schedule of Values for the Project must not be changed without the prior written approval of City.

4.2.6 Video Recording Requirement. Prior to performing any Work, Contractor must document the existing conditions of the Site, all other areas where Work will occur and all adjacent areas that may be impacted by the Work via digital video format. Contractor must video record and index all areas, features, buildings and other public and private improvements that could potentially be impacted by the Work. Video recording must be coordinated with City. When video recording private property, Contractor must also coordinate the video recording with the private property owner, if possible. Contractor must provide City with a copy of said digital video format prior to performing any Work.

4.2.7 Aerial Drone Construction Photography.

4.2.7.1 If Contract duration is greater than 90 calendar days, Contractor must engage a professional unmanned aerial vehicle (UAV) aerial pilot to photograph the Site prior to construction mobilization, at three-month intervals during construction, and following final inspection. Drone camera specifications must meet the following minimum requirements:

- a. 1-inch CMOS
- b. Pixels: 20M
- c. FOV 84 8.8 mm/24 mm (35 mm format equivalent) f/2.8-f/11 auto focus at 1 m-
- d. For photographing: 16.9 Aspect Ratio: 5472x3078
- e. For video shooting: MP4/MOV/H.264
- f. FHD: 1920x1080 120p @100Mbps
- g. File format: High Definition (HD) JPEG for digital photos and HD MPEG 4 for digital video.
- h. All metadata to be recorded including GPS data and preserved with photographs provided.

Interval	JPEG
3 month intervals	At an altitude (AGL) between 70-90 ft.
3 month intervals	Images to be taken every 50-100 ft. to be determined based on project scope.

4.2.7.2 Drone photos to be taken in sequential geographical order and then organized and provided in the same manner unless otherwise specified.

4.2.7.3 Photos to be provided digitally via an online file share service and/or by a USB drive to contractor.

4.2.7.4 Drone pilots to obey ALL local (city, county, state) UAV regulations as well as FAA UAV guidelines including, but not limited to, conducting all flights during daylight hours, not exceeding maximum altitude ceilings (depending on area), not flying over people, yielding to other aircraft.

4.2.7.5 Drone pilots must fly drone within visual line of sight (VSOL) and have visual spotter when needed. Drone pilots only to operate in favorable weather conditions when minimum visibility is 3 miles or greater.

4.2.7.6 Drone pilots to conduct a preflight checklist and visually inspect the entire flight path prior to flying to ensure a safe flight.

4.2.7.7 Airspace Authorizations. Operations in Class G airspace are allowed without air traffic control (ATC) permission. Operations in Class B, C, D and E airspace need ATC authorization. Drone

pilots to schedule each flight in advance and based on airspace if required will notify nearby airports/control towers, etc.

4.2.8 Government Approvals and Permits.

4.2.8.1 Contractor must obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the Plans and in the Specifications. City permit fees will be paid internally by City. For bidding purposes, an allowance for all permit fees is included in the bid schedule under the item "allowance for permit fees." The Contractor will be paid for the actual cost of the permit fees upon submitting a receipt showing the fee Contractor has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shut downs or outages, cost for pole bracing, cost of permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

4.2.8.2 Copies of all permits and the associated notices must be provided to City prior to starting the permitted activity.

4.3 **PRE-CONSTRUCTION CONFERENCE**

4.3.1 Prior to the commencement of any Work, City will schedule a Pre-Construction Conference.

4.3.2 The purpose of this Conference is to establish a working relationship between Contractor, the utility firms, and various City agencies. The agenda will include critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

4.3.3 Minimum attendance by Contractor at any mandatory meeting with City must be (1) Contractor's Representative, who is authorized to execute and sign documents on behalf of the firm, (2) Contractor's on-site Superintendent, and (3) Contractor's Safety Office, or other employee responsible for safety.

4.4 **PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)**

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate Contractor, Contractor 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 Contractor to complete the Work consistent with the Contract Documents.

4.4.2 Contractor must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor must at all times exercise complete and exclusive control over the means, methods, safety, sequences and techniques of construction.

4.4.3 Contractor's Superintendent must be present at the Site at all times that material Work under this Contract is taking place. Contractor's Superintendent or designee must be present at the Site at all times any other Work under this Contract is taking place.

Superintendent must not be replaced without written notice to City. Whenever the Superintendent is not present at a particular part of the Work where the City or Design Professional may desire to inform the Contractor relative to interpretation of the Drawings and Specifications or to disapproval or rejection of materials or Work performed, the City or Design Professional may provide such information in writing to the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given will be as binding as if given to the Superintendent.

4.4.4 All elements of the Work must be under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.

4.4.5 Working Hours. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated, all Work at the Site must be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without City's written consent given after prior written notice to City. If it will become absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the City must be informed at least 24 hours in advance of the beginning of performance of such Work. Only such Work will be done at night as can be done satisfactorily as determined by the City. Good lighting and all other necessary facilities for carrying out and inspecting the Work must be provided and maintained at all points where such Work is being done. Further, unless such non-normal work hours are performed at City's request or required by the Contract Documents, Contractor must pay to City all additional costs incurred by City by reason of such non-normal working hours. Expenses incurred by City for overtime compensation must be reimbursed by Contractor as follows: (i) City staff at the rate set forth in current City Fee Schedule as published on City website, (ii) Design Professional and staff at the standard hourly rates previously negotiated with City, and (iii) all others at actual cost plus ten percent administrative overhead. Such costs may be deducted by City from any payments due to Contractor. Provided, however, if overtime work or work during other than normal hours is at the request of City and not due to Contractor delay, City will pay the cost of City overtime expenses.

4.4.6 Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer. All materials and equipment must be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to impose on City of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other Contract Documents, and Specifications relative to that portion of the Work, as well as the information furnished by City, must take field measurements of any existing conditions related to that portion of the Work and must observe any conditions at the Site affecting it. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the Work installed by other contractors, is not guaranteed by City.

4.4.8 Before ordering materials or doing Work, Contractor and each Subcontractor must verify

measurements at the Site and will be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the Drawings.

4.4.9 Ground Level Construction Photography.

4.4.9.1 The Contractor must furnish progress photographs of the project. The photographer selected by the Contractor must be approved by the City and must be either a commercial photographer or an individual experienced and equipped for such photography.

4.4.9.2 The Contractor must deliver to City all photographs taken during that period with each application for payment. If the current photographs do not accompany the application, the application will not be reviewed and will be returned to the Contractor as incomplete.

4.4.9.3 Photographs must be identified by use of typewritten labels affixed to the back of the photograph. The label must provide a description of the view, the direction from which the photograph was taken, the name of the project, City's project number, the name of Contractor and the date of the photography. The stationing must also be included for all pipeline installations.

4.4.9.4 Photographs must be taken during the construction period and must be of aesthetic composition and depict the progress of the Work from the beginning of construction through and including the finished product. City may vary the specified frequency so that significant progress or changes can be recorded on the photographs.

4.4.10 Underground Facilities.

4.4.10.1 The existence and number of facilities as shown on the Plans are estimated from information furnished by the particular utility. Contractor is responsible for field verification and location of all utilities prior to the start of construction. No field work will be allowed to start until Contractor has contacted Arizona 811 and all affected utilities have been located. In addition Contractor must expose and physically locate all potentially conflicting utilities prior to construction. The actual locations of the utilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Project Manager. It is generally recognized and Contractor should anticipate that information from Arizona 811 or information from utility companies during project design, frequently fails to disclose all underground facilities. The fact that more utility lines or other underground facilities are located in the Project Site than shown on the Project Plans does not constitute an "unforeseen Condition" and such undisclosed underground facilities do not differ materially from the conditions which Contractor should expect. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction apply and are incorporated herein by this reference.

4.4.10.2 Contractor is responsible for all coordination with utility companies. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction strictly apply and no additional compensation will be paid to Contractor for delays due to utility work on the project.

4.4.11 Relocation of Existing Water Meters. When a service line has been extended and a line setter installed in a meter box, City forces will re-install meter. No compression fittings will

be utilized.

4.4.12 Water Turn-On or Turn-Off.

4.4.12.1 Contractor must coordinate all water line turn-ons and turn-offs through the City. Application must be made to the Municipal Utility Division and Contractor must pay the established charges. The City will close existing valves, but will not guarantee a bone-dry Shutdown.

4.4.12.2 Contractor must notify all customers affected by the turn-off not less than 48 hours in advance. Notification must be in writing, must give the reason for the turn-off and must give the estimated time and duration that water service will be interrupted. Contractor is also notified that water turn-off will not be permitted on the Day before and after Thanksgiving Day and Christmas Day.

4.4.12.3 No direct payment will be made to Contractor for turn-ons or turn-offs. Costs associated therewith will be included in other items for which direct payment is made.

4.4.13 Tests and Inspections.

4.4.13.1 Contractor must give City timely (at a minimum, twenty-four hours) notice of readiness of the Work for all required inspections, tests or approvals. Contractor must give timely notice to City in advance of backfilling or otherwise covering any part of the Work so that city representative may, if desired, observe such part of the Work before it is concealed. Whenever Contractor varies the normal period during which Work or any portion of it is carried on each Day, Contractor must give timely notice to City so that city representative may, if desired, be present to observe the Work in progress. If Contractor fails to give such timely notice, any Work done in the absence of city representative will be subject to rejection. If Contractor gives such notice to City, but then is not ready for such inspections, tests, approvals or observations at the time so noticed, Contractor must reimburse City for all costs incurred by the attendance of city representatives.

4.4.13.2 If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to be inspected, tested or approved, Contractor (unless another party is specified in the Contract Documents) must assume full responsibility therefor, pay all costs in connection therewith and furnish City the required certificates of inspection, testing, or approval. Contractor must also be responsible for and must pay all costs in connection with any inspection or testing required by the Specifications in connection with City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents will be paid by City (unless otherwise specified).

4.4.13.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction must be performed by organizations acceptable to City and by the Design Professional if so specified.

4.4.13.4 Neither observations by City, the Design Professional nor inspections, tests or approvals by others will relieve Contractor from their obligations to perform the Work in accordance with the Contract Documents.

- 4.4.14 Uncovering Work. If any Work that is to be observed, inspected, tested or approved is covered without written concurrence of City, it must, if requested by City be uncovered for observation. Unless Contractor has given City timely notice of Contractor's intention to cover such Work and City has not acted with reasonable promptness in response to such notice, Contractor must furnish all necessary labor, material and bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order will be issued.
- 4.4.15 In all cases of interconnection of its Work with existing or other Work, Contractor must verify at the Site all dimensions relating to such existing or other Work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions must be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review must be reported promptly to City.
- 4.4.16 Contractor must establish and maintain all construction grades, lines, levels, and benchmarks, and will be responsible for accuracy and protection of same. This Work must be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.
- 4.4.17 Contractor must photograph all buried piping of greater than four (4) inches in diameter prior to backfill.
- 4.4.18 Contractor is responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 4.4.19 Contractor must coordinate the activities of all Subcontractors. Contractor must coordinate performance of the Work with City's Public Works & Utilities Department and other departments or agencies within City. The Design Professional and other contractors or parties involved in the Project. If City performs other work on the Project or at the Site with separate contractors under City's control, Contractor agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 4.4.20 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of City. Any substitute or replacement Subcontractor or Supplier must be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by City, Contractor will follow that plan unless otherwise approved by City in writing.
- 4.4.21 Contractor must not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to City, and receiving prior written approval of the change from City, which approval will not be unreasonably withheld.
- 4.4.22 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price are required to furnish performance and payment bonds to Contractor, unless otherwise

approved in writing by City.

- 4.4.23 Contractor must comply with MAG Specification § 108.2 (E) unless otherwise specified in Contract Documents.

4.5 **CONTROL OF THE PROJECT SITE**

- 4.5.1 Throughout all phases of construction, including suspension of Work, Contractor must keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor must remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.
- 4.5.2 Contractor must take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures must be maintained at all times to the satisfaction of City and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.
- 4.5.3 Contractor must maintain Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities, including without limitation compliance with the 2010 regulations governing implementation of the ADA to the extent applicable. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. Contractor is responsible for the coordination of all Work to minimize disruption to residents and the public.
- 4.5.4 Only materials and equipment used directly in the Work will be brought to and stored on the Site by Contractor. When equipment is no longer required for Work, it must 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 Contractor.
- 4.5.5 Contractor agrees all persons working on the Site must act at all times in the best interest of the Project and will comply with all applicable rules and regulations reasonably set forth by City related to the Site. Notwithstanding the foregoing or anything in this Agreement to the contrary, City may remove from the Site any individual who City deems in their reasonable discretion to be creating a disturbance or causing any problem on the Site.
- 4.5.6 Contractor will be responsible to City for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.
- 4.5.7 City may conduct criminal, drive history, and all other requested background checks of Contractor and Subcontractor personnel performing Work or who have access to City's information, data, or facilities in accordance with City's current background check policies, or the provisions of the Project Specific Conditions. Any officer, employee or agent that fails to background check must be replaced immediately.
- 4.5.8 City will have a final authority, based upon security reasons: (i) to determine when

security clearance of Contractor's and Subcontractor's personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting personnel; and (iii) to determine whether or not any individual or entity may provide Services or perform Work under the Contract.

- 4.5.9 If City objects to any personnel for any reasonable cause, then Contractor must, upon notice from City, remove such individual from the Project.

4.6 **PROJECT SAFETY**

- 4.6.1 The Project and all Work performed in relation thereto is governed by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

- a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.
- b. Part 1910 and Part 1926 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
- c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

- 4.6.2 Contractor is responsible for safety of the job Site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the Site.

- 4.6.3 Contractor 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 and stored On-Site or Off-Site; and (iii) all other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (iv) the owners or tenants of adjacent property and their patrons, employees and invitees.

- 4.6.4 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

- 4.6.5 Contractor must provide a "competent person" as required by O.S.H.A regulations. The "competent person" must be identified at the Pre-Construction Conference with City advised in writing of any changes.

- 4.6.6 The "competent person" must make routine daily inspections of the Site and must hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

- 4.6.7 Contractor and Subcontractors must comply with all legal and regulatory requirements relating to safety, as well as any City specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

- 4.6.8 Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

- 4.6.9 Contractor's responsibility for safety under this Section 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.
- 4.6.10 As between City and Contractor, Contractor is responsible to City for any and all the safety issues relating to the Work on the Project. Contractor must administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor must monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards. Contractor's responsibility for review, monitoring, and coordination of the Subcontractor's safety programs will not extend to direct control over execution of the Subcontractors' safety programs. Notwithstanding Contractor's safety obligations to City, it is agreed and understood that each individual Subcontractor will remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of other's work in areas designated to be controlled by such Subcontractor for purposes of workers compensation insurance coverage.
- 4.6.11 Nothing in this agreement will relieve Contractor of his responsibility to maintain traffic, structures, etc., as noted on the Plans, Specifications, and Project Specific Conditions. Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the Plans, Specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by Contractor's excavation, shoring, bracing, or under pinning must be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinning, and trench support will be included in the appropriate items listed in the Contract Price, and no additional payment will be made for this work.
- 4.7 **MATERIALS QUALITY, SUBSTITUTIONS, AND SHOP DRAWINGS**
- 4.7.1 **Quality Control and Quality Assurance Testing.**
- 4.7.1.1 All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by City. Any material rejected by City must be removed immediately and replaced in an acceptable manner to City at no additional cost to City. When QC/QA tests indicate noncompliance with the Contract Documents, retesting must be performed by the same testing laboratory that performed the tests that indicated noncompliance.
- 4.7.1.2 The Contractor must establish, provide, and maintain an effective Quality Control Testing Program (QCTP). The Contractor must develop his own program or procure the services of a consultant. In either case, the party performing the tests must be currently certified by the National Bureau of Standards in the National Voluntary Laboratory Accreditation Program (NVLAP) for construction services or the AASHTO Accreditation Plan (AAP) for Soils, Asphalt and Concrete. The Contractor must provide all support necessary to perform QC and QA testing and sampling (i.e. shoring for testing trench backfill, backhoes, motor graders, loaders, etc. to facilitate testing and sampling). The City will perform the QA testing.
- 4.7.1.3 The Contractor must submit a written QCTP to the City as a required submittal. The Contractor must not begin Work until the Quality Control Program has been reviewed and

- accepted by the City. Resumes of all personnel that will be associated directly or indirectly with the QCTP must be included.
- 4.7.1.4 The QCTP must include, but not be limited to, on-site/field and laboratory testing of all material delivered to the Site and any existing materials or conditions pertinent to the project.
- 4.7.1.5 All testing must be under the direction of a Professional Engineer registered in the State of Arizona, knowledgeable in Materials Testing. All "Test Report" forms must be stamped by said Engineer.
- 4.7.1.6 The written QCTP will set forth the responsibilities of the engineer, project manager, supervisory personnel and each technician assigned to this project. Substitutions or replacement of personnel must require prior written approval by the City. All personnel must be proficient within their assigned duties and possess certification(s) commensurate with their position and responsibilities. The minimum certification(s) for each technician must be NICET Level II, Arizona Technical Testing Institute, American Concrete Institute, or other nationally recognized program applicable to the project and approved by the City of Chandler. The written QCTP must include a description of the required field and construction materials laboratory tests, including required frequencies that meet the minimums established herein.
- 4.7.1.7 The Contractor must establish a system to record and report all material test results. The daily test reports must include, but not be limited to:
- a. Test designation;
 - b. Date of test;
 - c. Name of tester;
 - d. Location of test/sample (station and offset);
 - e. Product suppliers and product codes (as applicable);
 - f. Depth/elevation of test/sample;
 - g. Test result;
 - h. Control requirement(s);
 - i. Cause of rejection (if applicable);
 - j. Results of retests (if applicable); and
 - k. Remedial action (if applicable).
- 4.7.1.8 The Contractor must submit test results to the designated City representative.
- 4.7.1.9 The Contractor must also submit a weekly report to the City summarizing the testing and construction activities completed by emailing the report to the email addresses noted above. All weekly reports must be submitted simultaneously to the Contractor and the City of Chandler. The report must include individual summary sheets for each utility line, structure, and portion of the pavement section. Cores must be numbered sequentially throughout the Project. Re-cores must reference the original core by number and must contain the averaged values for thickness and density. Total pavement thickness must be reported. Vertical location of tests for underground utilities must indicate the depth of the

excavation at the location of the test (i.e., cut to flow line [if applicable], depth to bottom or top of pipe, etc.). Density tests must be numbered sequentially. If the minimum number of tests has not been performed per the written QCTP, this must be stated in the weekly summary report with an explanation of the circumstances.

4.7.1.10 The City will maintain a copy of the Project test results and weekly reports in the Project file. In cases where quality control activities do not comply with the contract provisions, the City may:

- a. Order the Contractor to replace ineffective or unqualified quality control personnel.
- b. Order the Contractor to stop operations until appropriate corrective action is taken.

4.7.1.11 Although minimum testing requirements are specified herein, the Contractor bears full responsibility for the quality of the materials and their installation and may elect to perform additional testing beyond the requirements set forth herein to ensure compliance.

4.7.1.12 The Quality Control requirements contained in this Section are in addition to and separate from Quality Assurance Testing, which will be performed by the City of Chandler or its representative. If the Quality Assurance test results are not in agreement with the Quality Control test results, the Contractor will have the option to retain a third party consultant for referee tests. The third party consultant must meet the same requirements as the consultant performing the Quality Control Testing. The results of the third party will be binding. All cost incurred by the referee testing will be the Contractor's expense. If the Contractor elects not to retain a third party for referee testing, the City of Chandler test results will prevail.

4.7.1.13 Except as otherwise noted within this Section, Work or materials required by this Section are non-pay items. Per MAG Section 101, a non-pay item is an item of Work for which no separate payment will be made, the cost of which is to be included as an incidental cost for associated item(s) included on the Bid Schedule or Schedule of Values.

4.7.2 Trade Names and Substitutions.

4.7.2.1 Substitutions prior to bid will only be considered if in compliance with Arizona Revised Statute § 34-104.

4.7.2.2 Contractor, if requested by City, must submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

4.7.2.3 City will make the final decision and will notify Contractor in writing as to whether the substitution has been accepted or rejected.

4.7.2.4 If City does not respond within 15 working days, Contractor must continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

4.7.3 Shop Drawings.

4.7.3.1 Contractor must prepare and submit Shop Drawings which show details of all Work to insure proper installation of the Work using those materials and equipment specified under the approved Plans and Specifications.

- 4.7.3.2 Contractor must submit a schedule of Shop Drawing submissions, which avoids bulk submissions to the extent reasonably possible, with the Project Schedule for City approval. The schedule of Shop Drawing submissions must include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications.
- 4.7.3.3 Shop Drawings must be numbered consecutively for each Specification section and must accurately and distinctly present the following:
- a. All working and erection dimensions.
 - b. Arrangements and sectional views.
 - c. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
 - d. Kinds of materials and finishes.
 - e. Parts list and description thereof.
- 4.7.3.4 Each Drawing or page must include:
- a. Project Name, City of Chandler Project Number and descriptions.
 - b. Submittal date and space for revision dates.
 - c. Identification of equipment, product or material.
 - d. Name of Contractor and Subcontractor.
 - e. Name of Supplier and Manufacturer.
 - f. Relation to adjacent structure of material.
 - g. Physical dimensions clearly identified.
 - h. ASTM and Federal Specifications references.
 - i. Identification of and justification for deviations from the Contract Documents.
 - j. Contractor's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Contract.
 - k. Location at which the equipment or materials are to be installed.
- 4.7.3.5 Location will mean both physical location and location relative to other connected or attached material. City will return unchecked any submittal, which does not contain complete data on the Work and full information on related matters.
- 4.7.3.6 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.
- 4.7.3.7 Contractor must schedule, prepare and submit all Shop Drawings in accordance with a timetable that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project Site in a timely manner so as to not delay the complete performance of the Work.
- 4.7.3.8 If the Shop Drawings show departures from the Contract requirements, Contractor must

make specific mention thereof in the Letter of Transmittal; otherwise review of such submittals by City will not constitute review of the departure. Review of the Drawings will constitute review of the specific subject matter for which the Drawings were submitted and not of any other structure, material, equipment, or apparatus shown on the Drawings.

4.7.3.9 The review of Shop Drawings will be general and will not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings will be initiated until such Drawings have been reviewed and approved by City.

4.7.3.10 The procedure in seeking review of the Shop Drawings will be as follows:

- a. Contractor must submit complete sets of Shop Drawings and other descriptive data as specified in this Section.
- b. After Contractor's submittal or resubmittal of Shop Drawings, if Contractor has submitted Shop Drawings in accordance with the City-approved submittal schedule, or upon resubmission, City will be provided with three (3) calendar weeks for review. Should City require additional review time above and beyond the three (3) calendar weeks, Contractor may ask for a time extension or monetary compensation, if they can present valid, factual evidence that actual damages were incurred by Contractor. City will determine the amount of the time extension or the monetary compensation to be awarded Contractor, if any, in accordance with City's Policy Statement for Calculating Delays and Damages, Appendix 1.

4.7.3.11 Contractor will be responsible for all extra costs incurred by City caused by Contractor's failure to comply with the procedure outline above.

4.7.4 Long Lead Time Items. Contractor must submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within 10 Days after the date of the executed Contract letter issued by City. In addition, Contractor must order all long lead items to be furnished and installed as part of this Project within 3 Days after receiving approved Shop Drawings. For all long lead times for which Shop Drawings are not required, Contractor must order said long lead items within 15 Days after the date of the executed Contract letter issued by City. Within 2 Days after ordering long lead items, Contractor must supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.7.5 Construction Water. If Contractor uses water from City's water system for construction water, Contractor must obtain a fire hydrant meter from City of Chandler Utility Services (480-782-2280) and all construction water must be obtained through the hydrant meter. Contractor must pay all fees related to the hydrant meter and all water bills for construction water. All cost for meters and construction water will be included in the Contract Price.

4.8 **PROJECT RECORD DOCUMENTS**

4.8.1 During the construction period, Contractor must maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 Contractor must mark these Drawings to indicate the actual installation where the installation

varies from the original Construction Documents. Contractor must give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- a. Dimensional changes to the Drawings.
- b. Revisions to details shown on Drawings.
- c. Locations and depths of underground utilities.
- d. Revisions to routing of piping and conduits.
- e. Actual equipment locations.
- f. Changes made by Change Order or Addendum.
- g. Details not on original Contract Drawings.

4.8.3 Contractor must mark completely and accurately Project Record Drawing sets of Construction Documents.

4.8.4 Contractor must mark Project Record Drawings sets with red erasable colored pencil.

4.8.5 Contractor must note Request for Information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

4.8.6 Contractor must submit Project Record Drawing sets and Shop Drawings to City or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from City, Contractor must correct any deficiencies and omissions to the Drawings and submit the final original of the Project Record Drawings to City prior to Final Payment.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and will be the sole judge of acceptance of these Drawings.

4.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

4.9.1 Contractor warrants to City that the construction, including all materials and equipment furnished as part of the Work, will be new unless otherwise specified in the Contract Documents, of good quality, and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the construction by persons other than Contractor, subcontractors, or others under Contractor's control. Nothing in this warranty will limit any manufacturer's warranty which provides City with greater warranty rights than set forth herein or in the Contract. Contractor will provide City with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the Work. Contractor's warranty must be for one (1) year, in accordance with MAG Specification § 108.8, and will commence for all portions of the Work upon Final Acceptance of the entire Work as determined by City under the Contract. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.

4.9.2 City May Stop the Work. If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, City may order Contractor to stop the Work without cost to City, or any portion thereof, until the cause for such order has been

eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

4.9.3 Correction or Removal of Defective Work.

4.9.3.1 If required by City, Contractor must promptly, without cost to City and as specified by City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the Site and replace it with non-defective Work. Contractor must correct any Work which may be displaced in correcting, removing or replacing defective Work. No compensation will be allowed Contractor for such removal, replacement or remedial Work. Contractor must reimburse City for costs incurred by City due to such correction or removal including but not limited to additional expenses for inspection, testing or observation and for repeated reviews by the City or Design Professional.

4.9.3.2 Upon failure on the part of the Contractor to comply within a reasonably prompt time with any written order of City to correct or remove defective Work, City has authority to cause nonconforming materials or rejected Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.4 City May Correct Defective Work. If Contractor fails within a reasonable time after written notice of City to proceed to correct defective Work or to remove and replace rejected Work as required by City or if Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), City may, after 7 Days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor, but which are stored elsewhere. Contractor must allow City, city representatives, agents and employees such access to the Site as may be necessary to enable City to exercise City's rights under this Section. All direct and indirect costs of City in exercising such rights will be charged against Contractor in an amount verified by City representative, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor will not be allowed an extension of the Contract Time because of any delay in Contractor's performance of the Work attributable to the exercise by City or City's rights hereunder.

4.9.5 Correction or Removal of Unauthorized Work.

4.9.5.1 Any Work done beyond the lines and grades shown on the Drawings or established by the Design Professional or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

4.9.5.2 Upon failure on the part of the Contractor to comply promptly with any order of the City, City will have authority to cause unauthorized Work to be remedied, removed, or replaced

at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.6 Correction Period - One Year Guarantee.

4.9.6.1 If, within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor must promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, must be paid by Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Contract Documents.

4.9.6.2 If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operation of the City, the City will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Contract Documents.

4.9.6.3 This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as co-guarantor with such manufacturer or supplier and must furnish the City all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided for in this Section or elsewhere, will in any way limit the liability of Contractor or their sureties or insurers under the indemnity or insurance provisions of these General Conditions and the Project Specific Special Conditions.

4.9.7 Acceptance of Defective Work.

4.9.7.1 If, instead of requiring correction or removal and replacement of defective Work, City may accept Work when in the best interest of the City to do so with appropriate monetary credit from Contractor. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after final payment, an appropriate amount must be paid by Contractor to City.

4.9.7.2 Alternatively, City may require Contractor to furnish at Contractor's expense, a special performance guarantee or other surety prior to acceptance of defective work.

4.9.8 The Warranty period begins on the Final Acceptance date noted in the Certificate of Completion, irrespective of early completion by some Subcontractors of their work.

- 4.9.9 Contractor's warranty obligation must be in accordance with MAG Specifications.
- 4.9.10 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. Contractor must provide City with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance.
- 4.9.11 Contractor agrees that it will be responsible to manage and administer the correction of any Work that is not in conformance with the Contract Documents during the warranty periods set forth in this Section, or during any longer periods to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by City, will not constitute acceptance of Work not in accordance with the Contract Documents.
- 4.9.12 When notified of a warranty issue, Contractor must respond in writing within 48-hours and must perform warranty Work as soon as material for said repairs are available (as judged solely by City), and in any event Contractor must, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in City's written notification in accordance with the Contract Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by City to be an emergency, City will notify Contractor, via the most expeditious means regarding the nature and condition of the defects. In turn, Contractor must immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Contract Documents.
- 4.9.13 The time periods referenced in this Section apply only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that City may have regarding Contractor's other obligations under the Contract Documents.
- 4.9.14 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor must obtain and provide to City all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. City and the user of the facility will have the right to the full value and benefit of all such warranties. Contractor must ensure all such warranties are fully transferrable to facilitate the full value of this Section.
- 4.9.15 Contractor's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
- 4.9.16 In the event of any noncompliance with this entire Section 4, City may require Contractor to stop or suspend the Work in whole or in part.

SECTION 5 - CITY RESPONSIBILITIES

5.1 CITY PROJECT MANAGER AND INSPECTORS

- 5.1.1 Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.

- 5.1.2 Project Manager will also provide Contractor with prompt notice when it observes any failure on the part of Contractor to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Drawings and Specifications.
- 5.1.3 City may utilize Field Inspectors to assist Project Manager during construction in observing performance of Contractor. City's use of Inspectors is for the purpose of assisting Project Manager.
- 5.1.4 The Inspectors are authorized to inspect all Work and materials furnished. Such inspections may extend to all or part of the Work and to preparation, fabrication or manufacture of the materials to be used. The Inspectors have the authority to issue instructions contrary to the Construction Documents if approved and coordinated with the directions of Project Manager.
- 5.1.5 The Inspectors have the authority to reject work or materials until any questions at issue can be decided by Project Manager.
- 5.1.6 The use of Inspectors by City will not make City responsible for or give City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in accordance with Contract Documents. The Inspectors are not authorized to direct any of Contractor's activities, employees or Subcontractors.

5.2 **DESIGN PROFESSIONAL SERVICES**

City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Contract, as well as other firms hired by City may be furnished to Contractor. Contractor does not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to City and Design Professional.

5.3 **CITY'S SEPARATE CONTRACTORS**

City is responsible for all work performed on the Project or at the Site by separate contractors retained by City. City will contractually require its separate contractors to reasonably cooperate with, and reasonably coordinate their activities so as not to interfere with Contractor in order to enable Contractor to timely complete the Work consistent with the Contract Documents. Contractor must immediately notify the Project manager, and address the matter in the next monthly status report, if any activities of such separate contractors are expected to interfere, or are interfering, with Contractor and such interference will or could result in any delay in Contractor's performance of the Work.

5.4 **PERMIT REVIEW AND INSPECTIONS**

- 5.4.1 If requested by Contractor, Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections.
- 5.4.2 The regulating agencies of City, such as Development and Sustainability, Fire and Planning Departments, enforce legal requirements. The enforcement activities of City are independent and separate from this Agreement.

5.5 **PLANS AND SPECIFICATIONS TO THE CONTRACTOR**

Contractor will be provided up to five copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request,

at the cost of reproduction.

SECTION 6 - CONTRACT TIME

6.1 CONTRACT TIME

- 6.1.1 The Contract Time will start with the Notice to Proceed ("NTP") and end with Final Acceptance.
- 6.1.2 Beginning on the date of the NTP, Contractor must begin to fulfill Contractor's obligations under the Contract. Contractor's obligations include providing City and other agencies with any submittals required by the Project Specific Special Provisions, including but not limited to, an approved Project Schedule, Traffic Control Plans, and a Stormwater Pollution Prevention Plan. Contractor must submit all such required submittals before any physical construction work commences on the Site. NTP does not authorize construction work until all contract insurance, bonds, and schedules are submitted to and accepted by the City.
- 6.1.3 The Contract Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Acceptance within the Contract Time.
- 6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and designated Milestone thereof.
- 6.1.5 Failure of Contractor to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, will constitute a material breach of this Contract entitling City to terminate the Contract unless Contractor applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.
- 6.1.6 Failure of City to insist upon the performance of any covenant or condition within the time periods specified herein, will not constitute a waiver of Contractor's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.
- 6.1.7 City's agreement to waive a specific time provision or to extend the time for performance will not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement constitutes a material breach of this Contract entitling City to all the remedies set forth herein or provided by law.

6.2 PROJECT SCHEDULE

- 6.2.1 The Project Schedule must be in Microsoft Project standard file format, must be updated and maintained throughout the Contract Time, and must contain the following:
 - 6.2.1.1 Detailed representation of all activities for the project, both on-site construction and major procurement. All significant activities together with the resource loading requirements for each and all items appearing on the schedule of values or bid schedule for progress payments must be shown on the Project Schedule or in attached transmittal letter as described in Section 6.2.8.

- 6.2.1.2 Dependencies between activities must be indicated so that it may establish as to the effect the progress of any one activity would have on other activities and on the Schedule.
- 6.2.1.3 Activities for submission, review, and approval of all required submittals.
- 6.2.1.4 An amount of time will be established prior to the final completion date for “punch list and cleanup”. No other activities will be scheduled during this period. Punch list and cleanup must be shown on the Project Schedule and must be entirely completed prior to the expiration of the Contract Time.
- 6.2.2 Within 10 Days of receipt of City’s comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review. City’s review of and response to the Project Schedule is for the purpose of: (1) City planning and staffing for the Project as may be required from time to time; (2) ensuring Contractor’s general conformance with the scheduling requirements of the Contract Documents and completion of the Project within the Contract Time; and (3) monitoring and evaluating the construction status for purposes of approving monthly progress payments. Acceptance of a submitted schedule by City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. City’s review does not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.
- 6.2.3 The Project Schedule must show milestones, including milestones for City-furnished information, and must include activities for City-furnished material and construction by other contractors when those activities are interrelated with Contractor activities.
- 6.2.4 The Project Schedule must be revised as required by conditions and progress of the Work, but such revisions do not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time will be effective unless approved in advance by City.
- 6.2.5 For all items of materials and equipment that are critical or may require long lead times to acquire, the Project Schedule must show dates for submission, review and approval of submittals, ordering, and delivery.
- 6.2.6 An updated Project Schedule must be submitted monthly to City as part of the Payment Request. The monthly submittal must include one full size plot of the entire schedule and one electronic copy containing the schedule in Microsoft Project standard file format. In addition, Contractor must, upon request by City, provide a copy of all submitted schedule data in electronic format which must be clearly labeled with the Project description, scheduling program name and version number, and schedule print/data date.
- 6.2.7 Contractor must provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

- 6.2.8 With each Project Schedule submittal, Contractor must include a transmittal letter including the following:
- a. Description of problem tasks, referenced to field instructions or requests for information (RFI's), as appropriate.
 - b. Current and anticipated delays including:
 - (i) Cause of the delay.
 - (ii) Corrective action and schedule adjustments to correct the delay.
 - (iii) Known or potential impacts and their delay on other activities, milestones, and their impact on the Substantial Completion and Final Acceptance dates.
 - (iv) Changes in construction sequence.
 - c. Pending items and status thereof including but not limited to:
 - (i) Time Extension requests;
 - (ii) Substantial Completion date status;
 - (iii) Final Acceptance date status.
 - d. If ahead of schedule, the number of calendar Days ahead.
 - e. If behind schedule, the number of calendar Days behind.
 - f. Other Project or scheduling concerns.
- 6.2.9 Critical Path Method (CPM).
- 6.2.9.1 Unless otherwise specified in the Contract, the Project Schedule must include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.
- 6.2.9.2 The CPM diagram schedule must be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram must be presented in a time scaled graphical format for the Project as a whole.
- 6.2.9.3 The CPM diagram schedule must indicate all relationships between activities.
- 6.2.9.4 The activities making the Project Schedule must contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluation the progress of the Work. Individual activities must not exceed 30 Days in length, in most cases.
- 6.2.9.5 The CPM diagram schedule must be based upon activities, which coincide with the Schedule of Values.
- 6.2.9.6 The CPM diagram schedule must show all submittals associated with each work activity and the review time for each submittal.
- 6.2.10 Float Time.
- 6.2.10.1 The total Float Time within the overall schedule is for the exclusive use of City, but City may approve Contractor's use of Float as needed to meet contract Milestones and

the Project completion date.

- 6.2.10.2 Contractor will not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.
- 6.2.11 City-Caused Delays. City-caused delays on the Project, if any, may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in savings of time to Contractor, etc.) In such an event, Contractor will not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Contract Time is also exceeded.
- 6.2.12 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation will be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless the rainfall during the construction of Work is unusually severe, was not reasonably anticipated, and the total rainfall was significantly in excess of the normal rainfall for the Project Site location. Normal rainfall for the Project will be determined from the 10-year average rainfall for the Site as measured by the National Oceanic and Atmospheric Administration or comparable source of reliable information for rainfall in Chandler, Arizona. In addition, the excessive rainfall must have actually impacted Work activities on the Critical Path and caused delay beyond any remaining Float at the time of the rain-caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor. All other provisions in the Contract Documents relating to claims, including without limitation notice requirements, apply to any claim by Contractor for a rain delay.
- 6.2.13 City's "Policy Statement for Calculating Delays and Damages," Appendix 1 to these General Conditions, will apply to all claims of delay and delay damages.
- 6.2.14 Force Majeure. If Contractor is delayed or prevented from the performance of any Work required under this Contract by reason of acts of God or other causes beyond the control and without fault of Contractor (financial inability excepted), performance of that Work will be excused, but only for the period of the delay. The time for performance of the Work will be extended for a period equivalent to the period of delay. In addition, the parties agree if Contractor's delayed or suspended performance directly arises out of or directly results from the COVID-19 pandemic, Contractor's delayed or suspended performance may be excused as set forth in this clause. Provided, however; Contractor must give the City written notice within 30 days of the occurrence of the event giving rise to COVID-19 pandemic related delayed or suspended performance. For COVID-19 pandemic related delay or suspended performance, the parties must agree in writing to the length of the excused delay or suspended performance. Further, Contractor must obtain the City's written approval to use any allowance established as part of the project for delays and costs related to the COVID-19 pandemic.

6.3 **SUBSTANTIAL COMPLETION**

- 6.3.1 When Contractor considers that the Work, phase or a portion thereof, which City agrees in

writing to accept separately, is substantially complete, City will prepare and submit to Contractor a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.

6.3.2 Upon receipt of Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Project Manager may, at Project Manager's sole option, be assisted in such inspection by the Design Professional for the Project. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that City can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor must, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager. In such case, Contractor must then submit a request for another inspection by Project Manager to determine Substantial Completion.

6.3.3 Certificate of Substantial Completion.

6.3.3.1 The Project Manager will not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other Work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the Project Manager, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from City for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event will Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same will have also been approved and accepted by City, subject only to the Punch List items.

6.3.3.2 If requested by City, Contractor must complete and turn-over to City the Project on a phased basis. Each phase will have a separate inspection by the Project Manager, a Punch List generated, and then an inspection by City with final approval and acceptance only after the

Project Manager's Punch List.

6.4 **PARTIAL UTILIZATION**

6.4.1 City at City's option may use and occupy any substantially completed parts of the Work which has specifically been identified in the Contract Documents, or which City, the Design Professional and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose, without significant interference with Contractor's performance of the remainder of the Work, provided, however, if the portion of the Work to be used or occupied has not been found to be substantially complete, City must do so in accordance with Section 6.3 prior to such occupancy.

6.4.2 In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, City and Contractor agree in writing as to the division of responsibilities between City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

6.4.3 Substantial Completion of or City's beneficial occupancy of a part of the Project will not alter the fact that the one-year warranty for the whole Project starts at the date of Final Completion of the whole Project.

6.5 **FINAL ACCEPTANCE**

6.5.1 Unless otherwise expressly agreed to in writing by City, Final Acceptance must be obtained by no later than 30 Days (60 Days for federally funded contracts) after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Contract.

6.5.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There will be no partial acceptance. Final Acceptance will not occur until all items of Work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

6.5.3 Final Payment will not be due, owing, or paid by City until Final Acceptance is issued.

6.5.4 Landscape Establishment Period. Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will begin on the date of Final Acceptance of the Project and will run 90 Calendar Days thereafter. Landscape Establishment Period requirements are detailed in General Conditions Appendices, attached herein.

6.6 **CONTINUATION OF WORK**

6.6.1 Permitting Contractor to continue and finish the Work or any part of it after the time fixed for its completion (whether milestone, phase, Substantial Completion or Final Acceptance) or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by City of any rights under the Contract Documents, law or equity.

6.6.2 Furthermore, the timely completion of the Work being of the utmost importance under this Contract, notwithstanding the existence of one or more disputes between the parties concerning the scope of the Work, the Project Schedule, Contract Time, payments or any

other matter, and further notwithstanding a party's invocation of the Dispute Resolution provisions specified in Appendix 6 of these General Conditions, unless City suspends the Contract or Contractor's performance pursuant to Section 10 of these General Conditions, Contractor will continue to prosecute the Work, including any Change Order work or Extra Work Orders, in a diligent and timely manner and not stop, slow down or impede by action or inaction the progress of the Work, including commencing performance of and thereafter completing any additional work called out in any Change Order or Extra Work Order issued by Project Manager with the approval of City, so long as City makes payment to Contractor in accordance with Section 8 of these General Conditions.

SECTION 7 - CONTRACT PRICE

7.1 UNIT PRICE CONTRACTS

- 7.1.1 The Contract Price for all Unit Price Contracts will be the amount set forth in the Contract or Change Order multiplied by the verified quantity provided.
- 7.1.2 Measurements of quantities to determine the total Contract Price must be in accordance with MAG Specification §§ 109.1 and 109.2.
- 7.1.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2 CHANGE ORDERS

- 7.2.1 Unit Price Change Orders. The Change Order Price for all Unit Price Change Orders will be the amount set forth in the Change Order multiplied by the verified quantity provided.
- 7.2.2 Measurements of quantities to determine the total Change Order Price must be in accordance with MAG Specifications §§ 109.1 and 109.2.
- 7.2.3 The Unit Price may only be changed as set forth in Section 9 below.
- 7.2.4 MAG Specification § 109.4.1 is modified as follows: Before § 109.4.1, the following is added: Any deduction or increase in the Contract Price must be supported by a signed, written Change Order fully executed by City, and supported by such backup as the Project Manager may require. No adjustments in any Unit Prices will be allowed. Sections 109.4.1(A) and (B) and 109.4.2(A) are deleted in their entirety.

7.3 SALES TAX

Contractor is required to pay all applicable sales tax in accordance with the law of the state of Arizona and this cost must be included in all Contract Prices. When equipment, materials or supplies generally taxable to Contractor are eligible for a tax exemption due to the nature of the Project, Contractor must assist City in applying for and obtaining such tax credits and exemptions which will be paid or credited to City.

SECTION 8 - PAYMENT

8.1 PAYMENT FOR CONSTRUCTION SERVICES

- 8.1.1 Payment for the Work will be made in accordance with MAG Standard Specification § 109 as amended below.
- 8.1.2 Contractor must submit to City for review a completed Contractor Payment Request signed

by Contractor, covering the Work completed as of the date of the Request and accompanied by such supporting documentation as is required by the Contract Documents and also as City may reasonably require. A Contractor Payment Request will not be considered complete unless it is accompanied by an updated Project Schedule and a certification that the on-site, red lined, as built Drawings are up to date. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably, securely stored at the Site or at another location (such as a bonded warehouse) agreed to in writing, the Contractor Payment Request must also be accompanied by such data, satisfactory to City, as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Contractor Payment Request must include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Contractor Payment Requests.

- 8.1.3 Except for Work performed under a JOC contract, the Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the Contract in accordance with Arizona Revised Statutes Section 34-221 or 34-607. The Contractor may elect to deposit securities in lieu of retention in accordance with Arizona Revised Statutes Section 34-221, Paragraph C.5. or 34-607, Paragraph B.5.
- 8.1.4 The payment process functions as follows: Prior to the payment cycle date, Contractor must send a draft Contractor Payment Request to Project Manager. The Project Team will review the Request and agree upon any necessary adjustments. Contractor must certify the final Request by signing and returning to Project Manager.
- 8.1.5 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-609(B)(3), subject to all of City's rights to withhold or offset payments, and other rights of City, under the Contract.
- 8.1.6 City reserves the right under A.R.S. § 34-609(B)(3) to reinstate the ten percent (10%) retention if City determines that satisfactory progress is not being made.
- 8.1.7 Contractor's Warranty of Title.
 - 8.1.7.1 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Contractor Payment Request, whether incorporated in the Project or not, will pass to City at the time of payment, free and clear of all liens, claims, security interests, and encumbrances, provided that this will not preclude the Contractor from installing metering devices or other equipment of utility companies or municipalities, the title of which is commonly retained by the utility company or municipality.
 - 8.1.7.2 No materials, supplies, or equipment for the Work under this Contract will be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein, or any part thereof, is retained by the seller or supplier.
 - 8.1.7.3 Nothing contained in this Section will defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Section must be inserted in all subcontracts and material contracts, and notices of its provision must be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

8.2 PAYMENT UPON SUBSTANTIAL COMPLETION

8.2.1 No payment will be made upon Substantial Completion, except for a regularly-scheduled monthly progress payment, as allowed by Section 8.2.2.

8.2.2 No further payments will be made to Contractor until Final Acceptance.

8.3 FINAL PAYMENT

8.3.1 Subject to all of City's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage will be paid only after:

- a. Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by City;
- b. Necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, acceptable sewer video results (if applicable), and complete "as-built" Drawings (including the Building Information Model, if required by the Contract Documents) have been delivered to City, as specified in this Section 8.3;
- c. Full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor;
- d. All conditions and requirements imposed by City or any financing entity for the corresponding disbursement have been met; and
- e. Contractor delivers to City a Contractor Payment Request requesting Final Payment.

8.3.2 Contractor must also submit a signed copy of Contractor's Affidavit Regarding Settlement of Claims, Appendix 3 to these General Conditions, and Certificate of Completion, Appendix 7 to these General Conditions, prior to Final Payment.

8.3.3 In addition, if required under the Project Specific Special Provisions, Contractor must compile a complete equipment list and maintenance manual to be submitted to City as a precondition to Final Payment. The list must include the following items for all equipment supplied under the Plumbing, Electrical, Air Conditioning, Elevator, and other Special Equipment Specifications:

- a. Name, Model and Manufacturer.
- b. Complete parts lists and Drawings.
- c. Local source of supply for replacement parts along with suppliers' telephone numbers.
- d. Local service organizations serving the equipment and their telephone numbers.
- e. All tags, inspection slips, instruction packages, etc., removed from equipment must be properly identified as to pieces of equipment from which they were taken.

8.3.4 Contractor must also deliver to City, prior to Final Payment, one (1) digital (in the format specified by City), and if requested by City, one (1) hard copy, of any applicable Maintenance manuals. Each manual must include all manufacturer's operation and maintenance instructions and "as-built" Drawings with the list herein specified. It must also include all other diagrams and instructions necessary to properly operate and maintain the equipment, the name, address and telephone number of Contractor and all Subcontractors involved.

8.4 **CITY'S RIGHT TO WITHHOLD PAYMENT**

City may withhold payment to such extent as may be necessary in City's opinion to protect City from loss for which Contractor is responsible, including, without limitation, if any of the following conditions exist:

- a. Defective Work not remedied;
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Contractor;
- c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- e. Damage to City or another Contractor;
- f. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- g. Failure to carry out the Work in accordance with the Contract Documents; or
- h. Contractor is in default of any of its other obligations under the Contract Documents.

8.5 **JOINT/DIRECT CHECKS**

To promote the timely completion and progress of the Work or when appropriate and necessary, payments to Contractor may be made jointly to Contractor and its employees, agents, Subcontractors and suppliers, or any of them. For federally funded contracts, see federal provisions for additional requirements for the joint check process.

8.6 **PAYMENT NOT A WAIVER**

No payment (nor use or occupancy of the Project by City) will be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of City.

8.7 **LIENS AND BOND CLAIMS**

Contractor must make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and must promptly furnish evidence of such payments as City may require. Contractor must pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City, against payment due from City to Contractor, or against any payment or performance

bond, must be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within 10 Days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.8 FINANCIAL RECORDKEEPING AND CITY'S AUDIT RIGHT

8.8.1 Records for all Contracts between City and Contractor must, upon reasonable notice, be open to inspection and subject to audit, scanning, and reproduction during normal business working hours. Such audits may be performed by any City's representative or any outside representative engaged by City for the purpose of examining such records. City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of five years after Final Payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, Subcontractors, and vendors.

8.8.2 Contractor's "records" must include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records must include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to City or the Project in connection with Contractor's dealings with City or the Project (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- a. Compliance with Contract requirements for deliverables;
- b. Compliance with approved Plans and Specifications;
- c. Compliance with § 14.9 below;
- d. Compliance with Contract provisions regarding the pricing of Change Orders;
- e. Accuracy of Contractor representations regarding the pricing of invoices; or
- f. Accuracy of Contractor representations related to claims submitted by Contractor or any of their employees.

- 8.8.3 Contractor must require all payees (examples of payees include Subcontractors, Suppliers, Insurance Carriers, etc.) to comply with the provisions of this Section by including the requirements hereof in a written Contract Agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this contract included in their contracts with Contractor.
- 8.8.4 City's authorized representative(s) (including, without limitation, Project Manager) must have reasonable access to Contractor's facilities, must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and must be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.
- 8.8.5 If an audit inspection or examination in accordance with this Section, discloses overpricing or overcharges to City (of any nature) by Contractor or Contractor's Subcontractors in excess of \$100,000 in addition to making adjustments for the overcharges, the reasonable actual cost of City's audit must be reimbursed to City by Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of Contractor's invoices or records must be made within a reasonable amount of time (not to exceed 90 Days) from presentation of City's findings to Contractor.
- 8.8.6 In addition to the normal paperwork documentation Contractor typically furnishes to City, Contractor agrees to furnish, upon written request from City, any of the documentation necessary for City to exercise its audit rights under this Section 8.8 in computer readable file formats (Word, Excel, or .pdf), as City may designate.
- 8.8.7 City, its authorized representative, and the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at City's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE CONTRACT

9.1 FIELD ORDERS

City may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Times, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order on the standard form approved and executed by City. Such Field Orders must be binding and Contractor must perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Section 7.2.

9.2 EXTRA WORK/CHANGES IN THE WORK

- 9.2.1 City reserves the right to make such changes in the Plans and Specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order must be deemed a part of this Contract as if originally incorporated herein.
- 9.2.2 In the event City and Contractor cannot agree on the terms of a Change Order, or when circumstances otherwise require, the Project Manager has the authority to direct the Contractor to perform extra work, if the work in question is an item not provided for in the Contract as awarded. The Project Manager will have the authority to determine, based upon factual evidence presented by the Contractor, whether the work in question is an

item not provided for in the Contract as awarded. If the Project Manager directs the Contractor to perform extra work, the Project Manager's instructions will include a price that the Contractor cannot exceed in charging the City for the extra work. Upon receipt of the Project Manager's directions to perform extra work, the Contractor must promptly proceed with the extra work and document the actual cost thereof. Contractor's right to payment for extra work will be determined under Subsection 9.2.4 below. The Contractor is responsible to manage the extra work to ensure that the price limits set by the Project Manager are not exceeded. Contractor must perform the extra work and submit documentation for the actual cost of the extra work to the City. A Change Order will be issued to cover this work.

9.2.3 Contractor will not be entitled to payment for extra work unless a written Change Order, in form and content prescribed by City, has been executed by City. On all requests for Change Orders, Contractor must specify the increased or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order. If extra work is performed under Subsection 9.2.2 above, a corresponding Change Order will be prepared, approved and processed by City before payment can be made to Contractor.

9.2.4 In general, pricing for Change Orders will include the same mark-up percentages that were in effect when the Contract was awarded. The cost or credit to the City resulting from a change in the Work is subject to Appendix 1 (Policy Statement for Calculating Delays and Damages) and will be determined, based on the type of pricing for the Contract involved, as follows:

- a. By mutual acceptance of a lump sum properly itemized in a form acceptable to City;
- b. By unit prices stated in the Contract Documents;
- c. When the City determines that a Unit Price Book Job Order associated with a Job Order Contract requires a Change Order, by using the same Total Cost Data and CCI that are in effect when the Change Order is anticipated to be issued; or
- d. By actual cost and a percentage fee covering overhead and profit, as follows:
 - (i) Contractor will perform the extra work and be compensated for actual cost of labor, materials and equipment.
 - (ii) Contractor will have the right to add the fee percentage applicable to the Work under the Contract, or if no such fee has been agreed to by the parties, not more than five percent (5%) to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage will include all of Contractor's charges for overhead, profit, administration and supervision.
 - (iii) Contractor or Subcontractor will have the right to add the fee percentage applicable to Work under the Contract for self-performed extra work, or if no such fee has been agreed to by the parties, Contractor's or Subcontractor's maximum total allowable additions for overhead, profit, administration and supervision will not exceed ten percent (10%) of actual verifiable labor, materials and equipment for such self-performed extra work.

9.2.5 Any agreement which modifies the terms of the Contract (including Change Orders) will be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Contract will have the same effect as if they had been included in the original Contract.

9.3 **ACCURACY OF CHANGE ORDER PRICING INFORMATION**

9.3.1 Subject to Sections 9.3.2 through 9.3.4, signature by the contracting parties constitutes full accord and satisfaction between City and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order or other modification of the Contract agreed to in writing.

9.3.2 Accurate Change Order Pricing Information: Contractor agrees that it is responsible for submitting accurate cost and pricing data to City to support its Fixed Price, Unit Price, or Cost Plus Change Order Proposals or other Contract Price adjustments under the Contract. Contractor further agrees to submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Contract with respect to pricing of change orders. Contractor agrees that any "buy-out savings" on Change Orders will accrue 100% to Owner. "Buy-out savings" are defined as any savings negotiated by the Contractor with a Subcontractor or a Material Supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or Supplier for the Approved Change Order work.

9.3.3 Right to Verify Change Order Pricing Information: Contractor agrees that City, through its designated representative, will have the right to examine, copy, and scan the records of the Contractor, Subcontractor or Sub-Subcontractor's records (during the Contract period and up to three years after final payment is made on the Contract) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals or claims. Contractor agrees that if City determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Contract regarding pricing of Change Orders, an appropriate Contract Price adjustment will be made. Such post-approval Contract Price adjustments will apply to all levels of contractors and Subcontractors and to all types of Change Order proposals, specifically including Fixed Price, Unit Price, and Cost Plus Change Orders.

9.3.4 Requirements for Detailed Change Order Pricing Information: Contractor agrees to provide a detailed breakdown of allowable labor and labor burden cost (i.e., base wage rate of applicable classifications of workers, payroll taxes, and insurance and benefits costs). This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. Information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor rate cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

9.4 **EMERGENCIES**

In any emergency affecting the safety of persons or property, Contractor will act, at its

discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price or Contract Time resulting from emergency work will be determined as provided in this Section.

9.5 **DIFFERING SITE CONDITIONS**

9.5.1 If Differing Site Conditions are encountered at the Project Site, then notice by the observing party must be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than 14 Days after first observance of the conditions. City will promptly investigate such conditions and, if City determines that Differing Site Conditions exist and they materially cause an increase in the cost of, or time required for, performance of any part of the Work, Contractor will be entitled to equitable adjustment in the Contract Price or Construction Schedule (and other time requirements), or both. If it is determined by City that the conditions at the Project Site are not Differing Site Conditions and no change is justified, then City will so notify Contractor in writing, stating the reasons. Claims in opposition to such determination must be made within 14 Days after City has given notice of its decision. If City and Contractor cannot agree on an adjustment in the Contract Price or Construction Schedule (and other time requirements), the adjustment may be submitted to dispute resolution as provided these General Conditions.

9.6 **CHANGES IN LAWS, REGULATIONS, OR LEGAL REQUIREMENTS OR TAXES**

In the event of a material change in applicable Laws, Regulations, or Legal Requirements, or taxes subsequent to the date of the Contract by the parties, Contractor may be entitled to a Change Order, in City's discretion, to the extent Contractor can document to the satisfaction of City that such change significantly increases Contractor's actual cost of performance of the Work.

SECTION 10 -SUSPENSION AND TERMINATION

10.1 **SUSPENSION**

City may suspend the Contract and Contractor's performance in accordance with MAG Specifications § 105.1 and 108.7.

10.2 **TERMINATION BY THE CITY FOR CAUSE**

10.2.1 MAG Specifications § 108.11 applies to the Contract.

10.2.2 City may also terminate the Contract if City determines, in its sole discretion that Contractor has:

- a. After prior written notice, refused or failed to supply enough properly skilled workers or proper materials;
- b. After prior written notice, failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
- c. After prior written notice, disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- d. After prior written notice, repeatedly failed to comply with written directives from City;
- e. Is adjudged as bankrupt or insolvent;
- f. Made a general assignment for the benefit of creditors;

- g. Appointed a trustee or receiver for itself or any of its property;
- h. Filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; or
- i. Otherwise breached a provision of the Contract Documents or any other contract between City and Contractor.

10.2.3 When any of the above reasons exist, City may terminate the Contract, without prejudice to any other rights or remedies of City, after giving Contractor and Contractors' surety, if any, 7 Days written notice of City's intent to terminate the Contract and Contractor's failure to cure any such reasons. Upon such termination, City may: (1) take possession of the Site and of all materials thereon owned by Contractor; or (2) finish the Work by whatever reasonable method City may deem expedient. When City terminates the Contract for one of the reasons state above, Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by City, such excess will be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor must pay the difference to City. This obligation for payment will survive termination of the Contract.

10.3 **TERMINATION BY CITY FOR CONVENIENCE**

City may also terminate the Contract at any time for its convenience upon 7 Days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, City will pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments will be due from City to Contractor.

10.4 **A.R.S. § 38-511**

The Contract is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

SECTION 11 -INSURANCE AND BONDS

11.1 **INSURANCE REQUIREMENTS**

11.1.1 After Contract award, the Contractor must furnish the City 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 possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement may not be deemed to apply to required Worker's Compensation coverage.

11.1.2 The Contractor and any of its Subcontractors must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.

11.1.3 The insurance requirements set forth below are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

11.1.4 The City in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect Contractor from liabilities that might arise out of the performance

of the Contract services under this Contract by Contractor, its agents, representatives, employees, or Subcontractors and the Contractor is free to purchase any additional insurance as may be determined necessary.

11.1.5 Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

11.1.6 Use of Subcontractors: If any Work is subcontracted in any way, the Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Contract. The Contractor is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

11.2 **MINIMUM SCOPE AND LIMITS OF INSURANCE**

11.2.1 The Contractor must provide coverage with limits of liability not less than those stated below.

11.2.1.1 Commercial General Liability-Occurrence Form. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, 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.

11.2.1.2 Automobile Liability-Any Automobile or Owned, Hired and Non-Owned Vehicles. Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance under this Contract. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

11.2.1.4 Builders' Risk/Installation Floater Insurance. The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

a. Builders' Risk/Installation Floater 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 Floater insurance must provide coverage from the time any covered property comes under the Contractor'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.

- b. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater 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/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor- Builders' Risk/Installation Floater insurance described herein.
- c. Builders' Risk/Installation Floater 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 required to be covered.
- d. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
- e. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of Subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. 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 Floater coverage.
- f. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
- g. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
- h. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

11.2.1.5 Pollution Liability Insurance (Including Errors and Omissions). For Job Orders, Pollution Liability Insurance is only required if applicable and determined on a project specific basis.

Contractor must maintain Pollution Liability Insurance with a limit of not less than \$5,000,000 per loss, \$5,000,000 aggregate for losses caused by pollution conditions including coverage for bodily injury, property damage, defense costs, clean-up costs, and completed operations that arise from the operations of Contractor as described in this Contract.

- a. The policy must provide for complete professional service coverage, including coverage for pollution liability that is a result of a breach of professional duties.
- b. The policy must provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused for pollution conditions resulting from general contracting activities for which Contractor is legally liable.
- c. The policy must provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
- d. Completed Operations Coverage must be kept in place for up to the statute of repose.
- e. The policy must be endorsed to include the following additional insured language: "City, its elected officials, trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of Contractor".
- f. If Work under this Contract requires the transportation of any hazardous material or regulated substances, Contractor must carry Auto Liability with a CA 9948 endorsement or equivalent.
- g. If Work under this Contract requires the disposal of any hazardous materials from the job site, Contractor must obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator with a limit of not less than \$5,000,000 per loss, \$5,000,000 aggregate.

11.3 ADDITIONAL POLICY PROVISIONS REQUIRED

- 11.3.1 Self-Insured Retentions or Deductibles. 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 deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- 11.3.2 The Contractor's insurance must contain broad form contractual liability coverage.
- 11.3.3 The Contractor'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 will be in excess of the coverage provided by the Contractor and must not contribute to it.
- 11.3.4 The Contractor'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.
- 11.3.5 Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Contract.

- 11.3.6 The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
- 11.3.7 The Contractor, 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 Contractor 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 required Additional Insureds set forth herein.
- 11.3.8 If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract.
- 11.3.9 Insurance Cancellation During Contract Term.
- 11.3.9.1 If any of the required policies expire during the life of this Contract, the Contractor must forward renewal or replacement Certificates to the City within 10 Days after the renewal date containing all the required insurance provisions.
- 11.3.9.2 Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided or canceled except after 30 Days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 Days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the require notice, the Contractor or its insurance broker must notify the City of any cancellation, suspension, non-renewal of any insurance within 7 Days of receipt of insurers' notification to that effect.
- 11.3.10 City as Additional Insured. The above-referenced policies are to contain, or be endorsed to contain, the following provisions:
- 11.3.10.1 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 Contractor including the City's general supervision of the Contractor; Products and Completed Operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
- 11.3.10.2 The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 11.4 **BONDS AND OTHER PERFORMANCE SECURITY**
- 11.4.1 After Contract award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.
- 11.4.2 Each such 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 and must be named in the current list of "Companies

Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

- 11.4.3 The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.*, as in Appendices 4 and 5 of these General Conditions.
- 11.4.4 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, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.
- 11.4.5 All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company.
- 11.4.6 Personal or individual bonds are not acceptable.
- 11.4.7 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or Contractor's right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Section 11.4, Contractor must within 5 Days thereafter substitute another Bond and surety, both of which must be acceptable to City.

SECTION 12 - INDEMNIFICATION

- 12.1 To the extent permitted by law, the Contractor and its owners, officers, directors, agents, employees, and subconsultants (collectively "Indemnitor") must indemnify, save, and hold harmless the City and its officers, officials, agents, and employees (collectively "Indemnatee") from any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (collectively "Claims") caused or alleged to be caused, in whole or in part, by the negligent, reckless, wrongful, or willful acts, errors, or omissions of Indemnitor in connection with this Agreement. This indemnity includes any Claim or amount arising out of or recovered under workers' compensation laws or on account of Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor must indemnify Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent, reckless, wrongful, or willful acts, errors, or omissions. Indemnitor is responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Indemnitor agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. Indemnitor's obligations under this provision survive the termination or expiration of this Agreement.

SECTION 13 -DISPUTE RESOLUTION

- 13.1 All disputes arising out of or relating to the Contract, the Work or the Project, other than termination under Section 10, will be resolved pursuant to the Dispute Resolution

- process set forth in Appendix 6 of these General Conditions, and not pursuant to MAG Specifications § 110.
- 13.2 Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations under the Contract until such dispute is resolved.
- 13.3 Notwithstanding any other provision in this Contract, City has the right to immediately file in court and pursue an action for a temporary restraining order and injunctive relief against Contractor if City determines that such action is necessary to protect its interests under the Contract, to obtain specific performance of any provision of the Contract, to advance the completion of the Project, or to protect health, welfare and safety.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 CONTRACT DOCUMENTS

- 14.1.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times 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.
- 14.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided by Contractor whether or not specifically called for at no additional cost to City.
- 14.1.3 The Contract Documents establish the rights and obligations of the parties and include the Contract, Addenda (which pertain to the Contract Documents), Contractor's Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to Contract award) when attached as an exhibit to the Contract, the accepted Project Schedule, the Notice to Proceed, the Performance Bond, the Payment Bond, Project Design, Engineering and Specifications, these General Conditions, the Project Specific Special Provisions, Technical Specifications, Contract Drawings, as the same may be more specifically identified in the Contract, Change Orders, Work Change Directives, Field Orders and the written interpretations and clarifications of the Design Professional or City representative and Modifications issued after execution of the Contract. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- 14.1.4 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence as follows from highest to lowest: Change Orders, Addenda, Contract, Project Specific Special Provisions, General Conditions, Technical Specifications, Drawings/Plans, Chandler Amendments to MAG Standard Specifications and Chandler Standard Details, and MAG Uniform Standard Specifications and Details for Public Works Construction. If applicable to this Contract, Federal Provisions prevail.
- 14.1.5 On the Drawings, given dimensions will take precedence over scaled measurements and

large scale drawings over small-scale drawings.

- 14.1.6 Clarifications and interpretations of the Contract Documents will be issued by the Design Professional through the City.
- 14.1.7 The headings used in this Agreement or any other Contract Documents, are for ease of reference only and must not in any way be construed to limit or alter the meaning of any provision.
- 14.1.8 The Contract Documents form the entire agreement between City and Contractor. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.
- 14.1.9 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.
- 14.1.10 Re-Use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor will have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they must not re-use any of them on extensions of the Project or any other project without written consent of City and the Design Professional and specific written verification or adaptation by the Design Professional.

14.2 **REFERENCE STANDARDS**

- 14.2.1 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, will mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 14.2.2 The provisions of any such standard, specification, manual or code, or any instruction of a Supplier will not change the duties or responsibilities of City, Contractor, Design Professional or Project Manager, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor will any such provision or instruction assign to City, Contractor, Design Professional, or any of their agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

14.3 **COMPLIANCE WITH ARIZONA LAW AND FEDERAL LAW**

- 14.3.1 Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") must comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A).
- 14.3.2 A breach of the Contractor Immigration Warranty constitutes a material breach of this Contract and subject to penalties up to and including termination of this Contract.

14.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

14.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

14.3.5 The provisions of this Article must be included in any contract the Contractor 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.

14.4 **HAZARDOUS ENVIRONMENTAL CONDITIONS**

14.4.1 Contractor will not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Document to be within the scope of the Work. Contractor will be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

14.4.2 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition. Contractor must immediately:

- a. Secure or otherwise isolate such condition;
- b. Stop all Work in connection with such condition and in any area affected thereby; and
- c. Notify City and promptly thereafter confirm such notice in writing.

14.4.3 City will promptly retain a qualified expert to evaluate such condition or take corrective action, if any.

14.4.4 Contractor will be responsible for any and all civil or criminal penalties, fines, damages, or other charges imposed by any regulatory agency or court for sewage discharges that are in violation of applicable statutes and laws and that are a result, direct or indirect, of work performed under this Contract. Contractor will also be responsible for reimbursement to City for administration, reporting, and tracking expenses required as a result of any spill event. In the event the regulatory agency or court imposes a probationary period, Contractor must post bond for the probationary period to ensure that all such costs are reimbursed to City. This responsibility will apply whether penalties are imposed directly on Contractor or any of its Subcontractors, or the City of Chandler. Contractor must defend and indemnify City against such penalties. Regulatory agencies may include, but are not limited to, the Arizona Department of Environmental Quality (ADEQ) and the United States Environmental Protection Agency (USEPA).

14.5 **COOPERATION AND FURTHER DOCUMENTATION**

Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of the Contract Documents.

14.6 **ASSIGNMENT**

Neither Contractor nor City will, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.7 **SUCCESSORS**

Contractor and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.8 **LAWFUL PRESENCE**

Pursuant to A.R.S. §§ 1-501 and 1-502, City is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

14.9 **NO BOYCOTT OF ISRAEL CERTIFICATION**

By Contractor's signature on this Contract, Contractor certifies under A.R.S. § 35-393.01 that Contractor is not currently engaged in and for the duration of this Contract will not engage in a boycott of Israel.

14.10 **NO THIRD PARTY BENEFICIARY**

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than City and Contractor, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and Contractor and not for the benefit of any other party, unless otherwise expressly set forth in the Contract Documents.

14.11 **GOVERNING LAW AND VENUE**

The Agreement and all Contract Documents will be deemed 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 thereof. Any court action to enforce any provision of the Contract or to obtain any remedy with respect hereto must be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

14.12 **SEVERABILITY**

If any provision of the Contract Documents or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of the affected provision, the remainder of the Contract Documents, and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

14.13 **LEGAL REQUIREMENTS**

At all times relevant to its entry into this Contract and performance of the Services and the Work, Contractor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Contract, including, without limitation, those set

forth on Exhibit C of the Contract.

14.14 **PARTIAL INVALIDITY**

If any provision of the Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.15 **ATTORNEYS' FEES**

Should either party to the Contract bring an action to enforce any provision of the Contract, the prevailing party will be entitled to recover reasonable attorneys' fees and costs in connection therewith.

14.16 **CONFLICT OF INTEREST**

14.16.1 Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of the Contract. Further, Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if Contractor gains such interest during the course of this Contract. If Contractor gains financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract. Any decision to terminate the Contract must be at the sole discretion of City.

14.16.2 Contractor will not engage the services on this Contract of any present City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Contract Modifications for this Contract.

14.16.3 Contractor agrees that it will not perform services on this Project for a contractor, subcontractor, or any supplier, not covered under this Contract.

14.17 **INDEPENDENT CONTRACTOR**

Contractor is and must be an independent contractor. Any provisions in the Contract Documents that may appear to give City the right to direct Contractor as to the details of accomplishing the Work or to exercise a measure of control over the Work means that Contractor must follow the wishes of City as the results of the Work only. These results must comply with all applicable laws and ordinances.

14.18 **NOTICE OF INJURY**

Should City or Contractor suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim must be made in writing to the other party within 7 Days of the first observance of such injury or damage.

14.19 **CONFIDENTIALITY**

Contractor, for the benefit of City, hereby agrees it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, any statement regarding, or any other public announcement or disclosure or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the specific terms and conditions of this Agreement or any comment relating to the Project or the Site. Notwithstanding the foregoing, Contractor will be entitled to disclose the terms of the Agreement to the extent required by law or in the course of enforcing or defending a claim or action hereunder. Contractor must give City reasonably prompt notice of any disclosure or statement made pursuant to this provision.

14.20 **DATA CONFIDENTIALITY**

- 14.20.1 As used in the Contract, “data” means all information, whether written or verbal, including plans, specifications, renderings, 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, obtained by, or transmitted to the City in the performance of this Contract.
- 14.20.2 Contractor agrees that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to City in connection with the Contractor’s performance of this Contract is confidential and proprietary information belonging to City.
- 14.20.3 Except as specifically provided in this Contract, Contractor or its Subcontractors must not divulge data to any third party without prior written consent of City. Contractor or its Subcontractors must not use data for any purposes except to perform Work required under this Contract. These prohibitions will not apply to the following data provided Contractor has first given the required notice to City:
- a. Data which was known to Contractor or its Subcontractors prior to its performance under this Contract unless such data was acquired in connection with Work performed for City;
 - b. Data which was acquired by Contractor or its Subcontractors in its performance under this Contract and which was disclosed to Contractor or its Subcontractors by a third party, who to the best of Contractor’s or its Subcontractor’s knowledge and belief, had the legal right to make such disclosure and Contractor or its Subcontractors are not otherwise required to hold such data in confidence; or
 - c. Data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its Subcontractors are subject.
- 14.20.4 In the event the Contractor or its Subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its Subcontractors became privy as a result of any other contract with City, the Contractor must first notify City as set forth in this Section of the request or demand for the data. The Contractor or its Subcontractors must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure.
- 14.20.5 Unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by City, the Contractor must promptly deliver, as set forth in this Section, a copy of all data to City. All data will continue to be subject to the confidentiality agreements of this Contract.
- 14.20.6 Contractor or its Subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agree to compensate City if any of the provisions of this Section are violated by Contractor, its employees, agents, or Subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justified injunctive relief in court. Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Contract

without notice.

14.21 **SURVIVAL**

All warranties, representations and indemnifications by Contractor must survive the completion or termination of this Agreement.

14.22 **COVENANTS AGAINST CONTINGENT FEES**

Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, City will have the right to annul the Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.23 **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 hereof must not be construed to be a waiver of such provisions, nor will it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.24 **NONEXCLUSIVE REMEDIES**

The remedies set forth in this Contract are cumulative and not exclusive, and failure to exercise any remedy (including, without limitation, any right to terminate) will not preclude any party from exercising any other right in seeking any other remedy available to it at law or in equity.

14.25 **PROJECT COMMUNICATIONS**

14.25.1 All communications concerning the performance of the Work or the Project will be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract. City may change the designated Project Manager and, subject to Section 4.4.20 of these General Conditions, Contractor may change Contractor Representative, by written notice to the other.

14.25.2 Project communications may be exchanged by e-mail, but email communications cannot change the terms of the Contract or the Scope of Work, or effectuate any change that requires a written Change Order.

14.25.3 When any provisions of the Contract Documents requires Contractor or the Design Professional to give written notice to City, it will be deemed to have been validly given if delivered in person or if delivered at or sent by registered or certified mail, postage prepaid, to the Parties indicated in Contract Article 1, incorporated by reference.

14.25.4 When any provisions of the Contract Documents requires City, Project Manager, or the Design Professional to give written notice to Contractor, it will be deemed to have been validly given if delivered in person to the person designated in the Contract Documents as Contractor's Resident Superintendent, or if delivered at or sent by registered or certified mail, postage prepaid, to Contractor at the last address in the Contract Documents or such substitute address which Contractor designates in writing, or to the business address known to the giver of notice.

14.26 **DRUG FREE WORKPLACE PROGRAM**

14.26.1 City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with City, to ensure the safety and health of employees working on City projects.

14.26.2 Contractor must require a drug free workplace for all employees working under the Contract. Specifically, all employees of Contractor who are working under a Contract with City must be notified, in writing, by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

14.27 Failure to require a drug free workplace in accordance with the City's policy may result in termination of the Contract and possible debarment from bidding on future City projects.

SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED CONTRACTS, CHANGE ORDERS, AND JOB ORDERS

15.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 apply to GMP and Cost-Based Contracts, Change Orders, and Job Orders, together with the additional definitions set forth below.

Baseline Cost Model –

A breakdown and estimate of the scope of the Project developed by CM@Risk pursuant to Section 17.5 of these General Conditions.

CM@Risk or Construction Manager at Risk –

The person or firm selected by City to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Contract with City. In these General Conditions, the term "Contractor" includes CM@Risk under both Pre-Construction and Construction Services Contracts.

CM@Risk Fee or Contractor's Fee –

An agreed to percentage in an accepted GMP that represents the Contractor's fee for performance of the Work.

Contract Documents –

Where compensation under the Contract is based upon a GMP accepted by City, the term "Contract Documents" also includes the accepted GMP Proposal.

Contract Price –

Where compensation under the Contract based upon a GMP accepted by City, the term "Contract Price" refers to the GMP.

Cost-Based Contract, Change Order, or Job Order –

A Contract, Change Order, or Job Order where the Contract Price is based upon the actual cost of performing the Work, subject to the terms of the Contract Documents, including this Section 15. These would include those generally referred to as "Cost of the Work plus a Fee with a GMP," "Time and Materials," or "Cost Plus a Fee."

Cost of the Work –

The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work will include only those costs set forth in Section 15.2 of these General Conditions.

Deliverables –

The work products prepared by Contractor in performing the scope of work described in the Contract. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are not limited to: the Baseline Cost Model and Schedule that validate City's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Contract or required by the Project Team.

Pre-Construction Services Contract –

The Contract entered into between City and the CM@Risk for Pre-Construction Services to be provided by the CM@Risk, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by City and a Construction Contract is entered into between City and CM@Risk, the duties, obligations and warranties of the CM@Risk under the Pre-Construction Services Contract survive and are incorporated into the resulting Construction Contract.

Pre-Construction Services –

The services to be provided under the Pre-Construction Services Contract, including Section 17 of these General Conditions.

Detailed Project Schedule –

The Detailed Project Schedule developed by the CM@Risk for the review and approval of the Project Manager in accordance with Section 17.3 of these General Conditions, if applicable.

General Conditions Costs –

Those costs set forth in Section 4 of Appendix 9 to these General Conditions.

GMP Plans and Specifications –

The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal –

The proposal of Contractor submitted pursuant to Section 17.7 of these General Conditions for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP –

The Guaranteed Maximum Price set forth in the Contract, Change Order, or Job Order if applicable.

15.2 CONTRACT PRICE

- 15.2.1 The Contract Price for all Contracts, Change Orders, and Job Orders based upon payment of the Cost of the Work plus a Fee with a GMP, time and materials, or cost-plus a fee will be the Cost of the Work incurred plus the Fee agreed to in writing by City, limited to the amount of the GMP, if agreed to. Unless otherwise expressly provided in the Contract, Change Order, or Job Order, all Cost Based pricing will be subject to and limited to GMP.
- 15.2.2 The Contract Price may only be changed as set forth in Section 9 above.
- 15.2.3 Only costs specifically designated as reimbursable costs are eligible for payment by City or may be charged against the Contract Price. All other costs will not be paid by City and will

not be chargeable against the Contract Price.

- 15.2.4 Cost-Based Contracts. For Contracts, Change Orders, or Job Orders, reimbursable costs must be determined pursuant to Appendix 9 to these General Conditions, Cost of the Work, and not by MAG Specifications §109.5.

15.3 **ALLOWANCES**

- 15.3.1 Contractor must include in the Contract Price all Allowances stated in the Contract Documents and agreed to in writing by City. Items covered by these Allowances must be supplied for such amounts and by such persons as City may direct, provided Contractor will not be required to employ persons against whom Contractor makes a reasonable objection. Materials, labor, and equipment under an Allowance will be selected by City in accordance with a schedule to be mutually agreed upon by City, Design Professional and Contractor or otherwise in reasonably sufficient time to avoid delay in the Work.

- 15.3.2 Unless otherwise provided in the Contract Documents:

- 15.3.2.1 These Allowances must cover the cost to Contractor, less any applicable trade discount, of the materials, labor, and equipment required by the Allowances, delivered at the Site, and all applicable taxes;

- 15.3.2.2 Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to materials, labor, and equipment required by the Allowance must be included in the Contract Sum and not in the Allowance; and

- 15.3.2.3 Whenever the cost is more or less than the Allowance, the Contract Sum must be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

15.4 **CONTINGENCY**

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by the City.

- 15.4.1 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which will be readily available for increased costs for subcontractors, material, and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of City, to reimburse CM@Risk for unexpected costs due to (a) scope gaps between trade subcontractors; (b) contract default by trade subcontractors; (c) unforeseen field conditions, but only as defined in Section 9.5 above; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere; and (g) implementation of any Recovery Plan. Cost for which CM@Risk desires to be paid from the Construction Contingency must be documented by CM@Risk on a time and materials basis and are subject to verification by City. If agreed to by City, a "Use of Contingency" form will be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency will belong to City and will reduce the

GMP.

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

15.5 **REDUCTION IN RETENTION**

If the Contract Price is based upon a GMP, in order to receive payment of one-half of the retention as set forth in Section 8.1.5 above, Contractor must also submit to the Project Manager a complete accounting of the Actual Reimbursable Cost of the Work to date, including all such documentation (including, without limitation, invoices, subcontract, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the actual reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. The Project Manager's determinations as to Actual Reimbursable Cost of the Work will be the basis of payment until final Project Closeout and Final Payment under the Contract.

15.6 **FINAL PAYMENT**

If the Contract Price is based upon a GMP, as a further condition precedent to Final Payment by City, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. Disputes relating to the Final Cost of the Work will be subject to City's audit rights under Sections 8.8 above and 15.7 below, and the dispute resolution process under Section 13 above.

15.7 **OPEN BOOK**

On any GMP-based or Cost-Based Contract, Job Order, or Change Order, City may attend any and all meetings or discussions pertaining to the Project, including bid openings, and must have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

15.8 **DIFFERING SITE CONDITIONS AND/OR CHANGE IN LAWS**

A Change Order for increased costs under Section 9.5 or 9.6 above will only be considered or granted by City to the extent such actual, documented costs are justified.

SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER CONTRACTS (JOC)

16.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Sections 2 and below will apply to all Job Order Contracts and Job Orders. In addition, the definitions set forth in Section 15.1 above will apply to all Cost-Based Job Orders.

Contract –

Includes the Job Order Master Agreement and Job Order Project Agreements issued and agreed to by City and JOC Contractor.

JOC Contractor's Coefficient –

A numerical factor that represents JOC Contractor total costs (indirect and direct costs, sales tax, profit, etc.) and other adjustments for market conditions.

Job Order Request for Proposal (RFP) –

The Request for Proposals issued by City for each Job Order Project Agreement relating to a specific Project.

Job Order Cost Proposal –

The Proposal submitted by JOC Contractor in response to a Job Order Request for Proposal (RFP) issued by City to develop a Job Order Project Agreement for a specific Project.

Guaranteed Maximum Price (GMP) Job Order –

Job Order under which JOC Contractor is compensated for actual costs incurred.

Job Order Project Agreement (Job Order) –

The agreement for a specific project, as it may be modified by all Change Orders, executed by the Parties, which incorporates the terms and conditions of the Job Order Master Agreement.

16.2 **ORDERING AND PROCESSING PROCEDURES FOR JOB ORDERS**

16.2.1 The process for developing and issuing a Job Order for a particular Project consists of three (3) procedures: (1) issuance of a RFP by City; (2) JOC Contractor's response to the RFP in the form of JOC Contractor's Job Order Cost Proposal; and (3) Issuance of a Job Order by City, as set for below.

16.2.2 RFP's For Job Orders

16.2.2.1 City will provide to JOC Contractor RFP with a Scope of Work (SOW) describing the Work to be performed, which may include special instructions and conditions, material submittal requirements, and, if applicable, a complete set of sketches, construction drawings and specifications for the Job Order.

16.2.2.2 Some Job Order RFP's will be issued by City without detailed sketches, drawing and specifications and will rely on JOC Contractor to produce them for City review and approval and is considered to be Pre-Construction and incidental design services included in JOC Contractor's overhead for GMP Job Orders. In addition JOC Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

16.2.3 JOC Contractor's Job Order Cost Proposal

16.2.3.1 JOC Contractor must respond within ten (10) calendar days of the RFP date or site visit,

whichever is later or as otherwise indicated on a case-by-case basis, by submitting JOC Contractor's Job Order Cost Proposal to the City representative.

16.2.3.2 Unless otherwise required under the terms of the RFP, JOC Contractor's Job Order Cost Proposal must include the following.

- a. JOC Contractor's Job Order Cost Proposal in PDF and electronic format;
- b. A Project Schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g., permits, submittals, ordering materials, demolition, work phases, closeout and completion date); and
- c. Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the Work has been done. Examples of documentation that might reasonably be expected include sketches, drawings, calculations, catalog cuts and specifications produced to a level of detail and skill that could be expected of experienced, competent Project Managers with five or more periods experience in their respective trade.

16.2.3.3 JOC Contractor must select Subcontractors based on qualifications alone or on a combination of qualifications and price and must not select Subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or two-step selection. In a two-step selection, the first step must be based on qualifications alone and the second step may be based on a combination of qualifications and price or on price alone.

16.2.3.4 Upon request, JOC Contractor must provide City with copies of Subcontractor quotes and the basis for selection of each Subcontractor.

16.2.3.5 If City objects to a selected Subcontractor, City will make the objection and the reasons for the objection known to the JOC Contractor. JOC Contractor must then present an acceptable Subcontractor for the applicable discipline. City will not unreasonably object to or withhold approval of a Subcontractor.

16.2.3.6 For self-performed work, the City retains the right to have the JOC Contractor establish JOC Contractor's costs by bidding their costs against at least three (3) other interested trade Contractors. No self-performed work will be allowed to be performed on a lump sum basis.

16.2.4 Issuance of Job Order

16.2.4.1 City Representative will compare the JOC Contractor's Job Order Cost Proposal with the City's estimate, schedules and other requirements, and then, if the City Representative determines it is in the best interest of City, arrange a meeting with JOC Contractor, at which time the JOC Contractor's Job Order Cost Proposal will be discussed and negotiated.

16.2.4.2 If the City Representative determines that it is in the best interest of the City, City will then issue a Job Order to JOC Contractor for execution.

16.2.4.3 Specific Job Orders may vary, but unless agreed to by City in writing otherwise, the content of Job Orders under the Contract will generally be as follow, all of which will be signed and/or initialed by JOC Contractor's designated representative:

- a. The description of the Scope of the Work and Project Schedule (attached as Exhibit A to the Job Order);
- b. The address or location of the Work;
- c. The Contract Price for Work (Construction) included in the Project (attached as Exhibit B to the Job Order);
- d. The name of the JOC Contractor representative for the Project;
- e. The Drawings and Specifications for the Project;
- f. If any shop drawings, project date and/or samples are required for the Job Order, the date for delivery of each required item (included in the Project Schedule, Exhibit A to the Job order); and
- g. Project Specific Provisions, if any, in Exhibit A to the Job Order, including, without limitation, whether any of the following are required: Pre-Construction Conference, weekly progress meetings, field office, storage enclosure, materials and equipment handling facility, submittals, shop drawings, product data, equipment list, samples, project manual, schedule of values, Construction progress schedule, narrative reports, progress report, progress charts, progress photographs, materials status report, Construction diagram, Construction status report, operation and maintenance data, operating maintenance instructions and parts list, and as-build drawings.

16.2.5 Job Order Intent. Each Job Order will be interpreted to include all items reasonably necessary to complete the Project under that Job Order as described in the scope of the Work in that Job Order. All Work must be performed in a professional manner and all materials used must be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified. The Notice to Proceed date, and the award date established therein, will be deemed an integral part of the Job Order the same as if set forth therein.

16.3 **INCIDENTAL DESIGN SERVICES**

16.3.1 This effort includes all “extensions of design” for systems that are typically specified in a performance oriented manner by consultants and designers. Examples include: fire sprinkler systems, fire alarm and sprinkler systems, DDC controls, control systems, prefabricated metal building and similar situations. These designs are normally provided under submittals as a shop drawing with engineering backup and as appropriate, seals of registered engineers specializing in the particular system.

16.3.2 Incidental design includes all documents, sketches, schematic diagrams, floor plan layouts, equipment schedules and other documents produced by the JOC Contractor to define the work required for projects that the City does not develop formal or abbreviated designs requiring a seal by a registered engineer. Incidental design does not include preparation of designs requiring an architect or engineer seal.

16.3.3 JOC Contractor represents, covenants, and agrees, and contractually assumes the obligation to furnish, all of the required Design Services through properly licensed and experienced Design Professionals in complete accordance with all of the duties imposed on a Design Professional under the Contract Documents, Laws, Regulations, or Legal

Requirements, and the common law.

- 16.3.4 All Design Documents (and all other Project-related documents, models, computer drawings and other electronic expression, photographs and other expressions CADD, and BIM files and images included) that JOC Contractor and/or JOC Contractor's Design Professional(s) prepare in connection with a Job Order and the copyrights therein (collectively, the "Instruments of Service") will be the property of City. JOC Contractor covenants and agrees to execute any additional document reasonably requested by City to confirm such assignment without any additional compensation.

16.4 **CONSTRUCTION SERVICES**

- 16.4.1 The following subsections of this Section 16.4 set forth requirements beyond those set forth in Section 4 above which apply to Construction Services performed under a Job Order.

- 16.4.2 JOC Contractor must perform the Work using only those firms, team members and individuals designated by JOC Contractor consistent with each Job Order or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

16.4.3 Construction Phasing

- 16.4.3.1 City use of the facilities is anticipated while the Work is being performed. The Work must be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in the building and agencies in the vicinity and to other craftsmen who may have to do work in the affected facilities. Any blockage of building exits or driveways must be coordinated in advance.

- 16.4.3.2 If applicable, furniture, portable office equipment and wall appurtenances not rigidly fastened to the walls must be moved by JOC Contractor, protected from damage and replaced to the original position upon completion of the work. If the work required by the Job Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by City. Incidental costs associated with moving one-piece furnishings up to approximately 150 pounds to perform such tasks as painting, carpet or tile replacement, etc., are considered a general cost of building renovation and must be included in the JOC Contractor's Coefficient. Costs for large scale or wholesale removal and replacement of large quantities of desks or modular workstations, copiers, multiple full file cabinets, etc. to another location or storage outside the work space, or disassembly and reassembly of modular furniture is not considered part of the JOC Contractor's Coefficient and will be priced separately.

- 16.4.3.3 The work must, so far as practicable, be done in definite sections or divisions and confined to limited areas which must be completed before work in other sections or divisions are begun.

- 16.4.4 Work Site Conflicts. In the event of a conflict between JOC Contractor and others in an occupied facility or where other Contractors are performing work on the same facility under other Contracts, City will decide to dispute and that decision will be final.

- 16.4.5 Ownership of Work Product. Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs,

drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. §101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, JOC Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

16.5 OPTIONAL LIQUIDATED DAMAGES

16.5.1 Specific Job Orders. City will have the right to assess liquidated damages in relation to any specific JOC Project Agreement as set forth below.

16.5.2 Substantial Completion Liquidated Damages. JOC Contractor acknowledges and agrees that if JOC Contractor fails to obtain Substantial Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and JOC Contractor agree that if JOC Contractor fails to achieve Substantial Completion of the Work within the Contract Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

16.5.3 Final Acceptance Liquidated Damages. For the same reasons set forth in Section 16.5.2 above, City and JOC Contractor further agree that if JOC Contractor fails to achieve Final Acceptance of the Work within the Contract Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under any specific JOC Project Agreement.

16.5.4 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 may apply to any specific JOC Project Agreement.

16.5.5 City may deduct liquidated damages assessed pursuant to this Section 16.5 from any unpaid amounts then or thereafter due JOC Contractor under the Contract or any specific JOC Project Agreement between JOC Contractor and City. Any liquidated damages not so deducted from any unpaid amounts due JOC Contractor must be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable to JOC Contractor.

16.6 PERFORMANCE MEASUREMENT

16.6.1 Performance Assessment. After the Final Acceptance of Work under each Job Order, City will complete a written evaluation of the performance of JOC Contractor on the Job Order.

16.6.2 Consideration in Assignment of Work. JOC Contractor's record of cost, schedule and quality performance and comparative assessments will be significant considerations in City's determination whether to award future Job Orders. JOC Contractor agrees that any determination by City not to award future Job Orders or Option periods based on performance will be at the sole discretion of City.

SECTION 17 - PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION MANAGER AT RISK

17.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 and 15.1 above will apply to all Pre-Construction Services Contracts.

17.2 **GENERAL**

17.2.1 CM@Risk must perform the Services required by, and in accordance with the Contract Documents and as outlined in Exhibit A of the Contract to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under similar conditions. CM@Risk must, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices.

17.2.2 As a participating member of the Project Team, CM@Risk must provide to City and Design Professional a written evaluation of City's Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CM@Risk must prepare a Baseline Cost Model that validates City's budget. The Baseline Cost Model must include all assumptions and basis of estimates in enough detail so that the Project Team can compare future detail estimates to the Baseline Cost model for variances. City and Design Professional will provide all the reasonably required data that is available in order to reach agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.

17.2.3 CM@Risk must attend Project Team meetings, which may include, but are not limited to, bi-weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. CM@Risk attendance at design or other meetings in which CM@Risk is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness will be grounds for termination of CM@Risk Contract for default.

17.2.4 CM@Risk must provide Pre-Construction Services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk must promptly notify City in writing whenever CM@Risk determines any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work that deviates more than the allowed contingencies within the Baseline Cost Model or requires an adjustment in the Baseline Cost Model, Detailed Cost Estimate, Detailed Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such as established.

17.2.5 CM@Risk when requested by City, must attend, make presentations and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CM@Risk must provide drawings, schedule diagrams, budget charges and other materials describing the Project when their use is required or appropriate in any such public agency meetings.

17.2.6 Ownership of Work Product. All Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property

of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or material, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C.

§101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

- 17.2.7 CM@Risk represents to City in completing Pre-Construction Services and providing the reports and analysis required thereunder, that Work can be properly and timely constructed within the GMP Proposal, if accepted. CM@Risk does not assume any design responsibilities unless specifically called for in the scope of work, but CM@Risk will be responsible for their errors, omissions or inconsistencies included in the Work.

17.3 **DETAILED PROJECT SCHEDULE**

- 17.3.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Detailed Project Schedule requirements. CM@Risk must, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule must be developed as part of the Baseline Cost Model. The Detailed Project Schedule must use the Critical Path method ("CPM") technique, unless required otherwise, in writing by City. CM@Risk must use scheduling software acceptable to City to develop the Detailed Project Schedule. The Detailed Project Schedule must be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule must indicate milestone dates for the phases once determined. As part of construction phase, City may require CM@Risk to prepare a "resource loaded" schedule for all work, including work performed by Subcontractors, detailing each of the project tasks and the required/anticipated number of personnel per day for each task. CM@Risk must also indicate on the schedule its ability to meet said required/anticipated personnel requirements.

- 17.3.2 CM@Risk must include and integrate in the Detailed Project Schedule the services and activities required of City, Design Professional and CM@Risk including all construction phase activities based on the input received from City and the Design Professional. The Detailed Project Schedule must define activities as determined by City to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by City. The Detailed Project Schedule must include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities to the

extent authorized by City, relationships between the activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Acceptance.

- 17.3.3 A Baseline Project Schedule must be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CM@Risk must update and maintain a detailed Project Schedule throughout pre-construction such that it will not require major changes at the start of the construction phase to incorporate CM@Risk's plan for the performance of the construction phase Work. CM@Risk must provide updates and/or revisions to the Detailed Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. CM@Risk must include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
- 17.3.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and City approves, CM@Risk must review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CM@Risk must take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.
- 17.3.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CM@Risk must identify all long lead time materials, fabrications, equipment, or other items which may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule
- 17.3.6 Equipment Plan. Contractor must develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CM@Risk or subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to City and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment, but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.
- 17.4 **DESIGN DOCUMENT REVIEWS**
- 17.4.1 CM@Risk must evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.
- 17.4.2 CM@Risk must recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CM@Risk to construct the Project. These additional investigations, if agreed to be necessary by the Project Manager and the Design Professional, will be acquired by City and copies of the reports will be provided to CM@Risk.

- 17.4.3 CM@Risk must meet with the Project Team as required to review designs during their development. CM@Risk must familiarize itself with the evolving documents through pre-construction. CM@Risk must proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CM@Risk must furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CM@Risk must use established value analysis principles in recommending cost effective alternatives.
- 17.4.4 CM@Risk must routinely conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews must attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.
- 17.4.4.1 CM@Risk must evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; and (g) the design maintains continued operation of the existing City systems and maintains traffic on adjacent roadways. CM@Risk must also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and must promptly inform the Project Team of any issues.
- 17.4.4.2 CM@Risk must check cross-reference and complementary Drawings and sections within the Specifications and in general evaluate whether: (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.
- 17.4.4.3 The results of the reviews must be provided to Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. CM@Risk must meet with Project Team to discuss any findings and review reports.
- 17.4.4.4 CM@Risk's reviews must be from a Contractor's perspective, and though it will serve to eliminate/reduce the number of RFIs and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not CM@Risk.
- 17.4.5 It is CM@Risk's responsibility to assist the Design Professional in ascertaining that, in CM@Risk's professional opinion, the Construction Documents are in accordance with

applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules and regulations, it must promptly notify the Project Team in writing, describing the apparent variance of deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules and regulations.

- 17.4.6 The Project Team will routinely identify and evaluate using value analysis principles and alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a high quality and fully functional Project consistent with the Project Program. If the Project Team agrees, CM@Risk in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. City, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CM@Risk suggested alternatives into the Drawings and Specifications. CM@Risk must analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and City's approval prior to the establishment of the GMP.

17.5 **BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

- 17.5.1 At the conclusion of the Master Planning and Programming, if required, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must develop a Baseline Cost Model for review by the Project Team and approval by City. Once approved by City, the Baseline Cost Model will be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by City prior to the start of construction. It is the responsibility of CM@Risk to ensure City has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction so construction can be completed within the Contract Time. The Project Detailed Cost Estimate will be the best representation from CM@Risk of what the complete functional Project's construction costs will be as indicated by the most current available documents and will be constantly checked against the Baseline Cost Model. CM@Risk must communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model must support CM@Risk's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by City.
- 17.5.2 After receipt of the Design Professional's most current documents from certain specified pre- construction milestones, CM@Risk must provide a draft Detailed Cost Estimate including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CM@Risk will reconcile any disagreements on the estimate to arrive at an agreed upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are: Master Planning and Programming, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Drawings, If no consensus is reached, City will

make the final determination. If the Project Team requires additional updates of the Detailed Cost Estimate beyond that specified in this paragraph, CM@Risk must provide the requested information in a timely manner.

- 17.5.3 If at any point the Detailed Cost Estimate submitted to City exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Section 17.5.2 above, CM@Risk must make appropriate recommendations to project Team on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than the established Project Team's Baseline Cost Model.
- 17.5.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 50% Construction Drawings and included with the associated report, CM@Risk must also submit to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values must be based on City standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values must be directly related to the breakdowns reflected in the Detailed Project Schedule and CM@Risk's Detailed Cost Estimate. In addition, the Schedule of Values must: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.
- 17.5.5 CM@Risk is to track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model and the Master Planning and Programming Detailed Cost Estimate, and then (unless other levels of completion are agreed to in writing in the Construction Documents) between the Detailed Cost Estimates for each of the pre-construction milestones thereafter, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Documents, and the bid packages for all Phases.
- 17.5.6 Upon request by City, CM@Risk must submit to City a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CM@Risk during the design and construction phases. In addition, if requested by City and based on information provided by City, CM@Risk must prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist City in the financing process.
- 17.5.7 Construction Water. CM@Risk must estimate the quantity of water to be used and include the cost thereof in each Detailed Cost Estimate and GMP Proposal provided by City.

17.6 **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

- 17.6.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal: (1) qualifications-based selection; or (2) a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CM@Risk. In any case, CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers, and for compliance with the requirements of Title 34 of the Arizona Revised Statutes in the selection of a Subcontractors/Suppliers, to the extent applicable. CM@Risk must comply with its Subcontractor Selection Plan

- submitted with its Statement of Qualifications.
- 17.6.2 City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when CM@Risk can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CM@Risk will be billed in accordance with the GMP for actual costs and may be subject to audit by City.
- 17.6.2.1 Qualifications based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.
- 17.6.2.2 If a Subcontractor/Supplier selection plan was submitted and agreed to by City, CM@Risk must apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide City with its review and recommendations.
- 17.6.2.3 CM@Risk must receive written City approval for each selected Subcontractor(s) and Supplier(s).
- 17.6.2.4 CM@Risk must negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.
- 17.6.3 All Work must be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 17.6.2 above.
- 17.6.3.1 CM@Risk must develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, CM@Risk may request approval by City to submit less than three names. Without prior written notice to City, no change in the recommended Subcontractors/Supplies will be allowed.
- 17.6.3.2 If City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, CM@Risk must nominate a substitute Subcontractor/Supplier that is acceptable to City.
- 17.6.3.3 CM@Risk must distribute Drawings and Specifications, and when appropriate, conduct a Pre- Bid Conference with prospective Subcontractors and Suppliers.
- 17.6.3.4 If CM@Risk desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and City concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CM@Risk may be authorized to self-perform Work without bidding or rebidding the Work. When CM@Risk self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by City.
- 17.6.3.5 CM@Risk must receive, open, record and evaluate the bids; provided, however, that if CM@Risk or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids must be received, opened, recorded and evaluated by Project Manager instead of CM@Risk. Bids for each category of Work must be opened and recorded at a pre-determined time. The apparent low bidders must be interviewed to determine the

responsiveness of their proposals. In evaluating the responsiveness of bid proposals CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids must be done with Project Manager in attendance to observe and witness the process. CM@Risk must resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.

17.6.4 CM@Risk will be required to prepare two different reports on the subcontracting process.

17.6.4.1 Within fifteen days after each major Subcontractor/Supplier bid opening process; CM@Risk must prepare a report for City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report must detail: (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each sub-agreement; (b) the sum of all recommended Subcontractor/Supplier bids received; (c) and trade work and its cost that CM@Risk intends to self-perform, if any.

17.6.4.2 Upon completion of the Subcontractor/Supplier bidding process, CM@Risk must submit a summary report to City of the entire Subcontractor/Supplier selection process. The report must indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

17.6.5 The approved Subcontractors/Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

17.6.6 If after receipt of sub-bids or after award to Subcontractors and Suppliers, City objects to any nominated Subcontractor/Supplier or to any self-performed Work without any reasonable basis, CM@Risk must nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by City, CM@Risk's proposed GMP for the Work or portion thereof must be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

17.7 **GMP PROPOSAL**

17.7.1 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work (as set forth in Section 15.2) in each phase of the Work that is being proposed plus the current estimate for all other Work. City will not approve the GMP for the phase of work without a total estimate for the complete Project. City may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CM@Risk must be based on and consistent with Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

17.7.2 A GMP Proposal for the entire Project will be the sum of the Cost of the Work, CM@Risk Fee, and General Conditions Cost. CM@Risk guarantees to complete the Project at or less than the final GMP Proposal amount plus approved Change Orders. CM@Risk will be responsible for any costs for expenses that would cause the Cost of the Work actually incurred,

including the Construction Fee and General Conditions Costs, to exceed the GMP.

- 17.7.3 CM@Risk must prepare its GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 100% Construction Drawings. CM@Risk must mark the face of each document of each set upon which its GMP Proposal is based. These documents must be identified as the GMP Plans and Specifications. CM@Risk must send one set of those documents to the Project Manager, keep one set and return the third set to the Design Professional.
- 17.7.4 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values must be included in any GMP Proposal(s), all of which must reflect the GMP Plans and Specifications the Detailed Project Schedule must be shown in relationship to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions must continue to comply with the requirements of Section 17.3.1 through 17.3.5.
- 17.7.5 GMP Proposals(s) Review and Approval
- 17.7.5.1 CM@Risk must meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers inconsistencies or inaccuracies in the information presented, CM@Risk must make adjustments as necessary to the GMP Proposal.
- 17.7.5.2 If during the review and negotiation of GMP Proposals design changes are required, City may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specification will be furnished to CM@Risk. CM@Risk must promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed upon assumptions and clarifications.
- 17.7.6 All portions of or items comprising the GMP Proposal are subject to audit by City, as deemed appropriate by City, including, without limitation, any based upon unit prices or Work to be self-performed by CM@Risk, or its affiliates.
- 17.8 **PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES**
- 17.8.1 Requests for monthly payments by CM@Risk for Pre-Construction Services must be submitted monthly and must be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment must include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of work completed during the preceding month.
- 17.8.2 In no event will City pay more than seventy-five (75%) of the Contract Price until acceptance of ALL Pre-Construction Services and award of the final approved Construction Services Contract for the entire Project by City Council. If CM@Risk does not prepare a GMP Proposal that is acceptable to City, or the GMP Proposal exceeds the City's Construction Budget, then CM@Risk understands and acknowledges that it will forfeit any right to

receive the 25% of the Contract Price being retained by City.

17.8.3 CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of City during the progress of any portion of Pre-Construction Services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CM@Risk to proceed to complete any such Services, in whole or in part 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 City of any of their respective legal rights herein.

17.8.4 No compensation to CM@Risk will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

17.8.5 If any service(s) executed by CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CM@Risk, CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

17.9 **SURVIVAL OF THE DESIGN SERVICES CONTRACT, DUTIES, OBLIGATIONS AND WARRANTIES**

If the GMP Proposal is accepted by City and a Construction Contract is entered into between City and CM@Risk, the duties, obligations and warranties of CM@Risk under the Pre- Construction Services Contract survive and are incorporated into the resulting Construction Contract.

General Conditions Appendices

SECTION 15 – APPENDICES

The following Appendices attached hereto are referenced in the General Conditions and are incorporated herein.

- Appendix 1 – Policy Statement for Calculating Delays and Damages
- Appendix 2 – Cost Reduction Incentive Proposals for Design Bid Build Contracts
- Appendix 3 – Contractor's Affidavit Regarding Settlement of Claims
- Appendix 4 – Forms of Performance Bond
- Appendix 5 – Forms of Payment Bond
- Appendix 6 – Dispute Resolution
- Appendix 7 – Certificate of Completion
- Appendix 8 – Construction Sign Detail
- Appendix 9 – Cost of the Work (Applicable solely to Construction Manager at Risk and Job Order Contracting)
- Appendix 10 – Landscape Establishment Period

CALCULATING DELAYS AND DAMAGES

The purpose of this policy statement is to establish guidelines and procedures for negotiation between the Contractor and City of Chandler relating to compensation for delays pursuant to Arizona Revised Statutes (A.R.S.) 34-221(F). This policy statement contains notice requirements in addition to those set forth in the Contractor Documents, and will be the Contract Provision contemplated by that statute.

NOTE: As used herein, the term "Engineer" will refer to the City of Chandler City Engineer or his/her designated representative. Nothing in this Policy Statement will be construed to void any provision in the Contract which requires timely notice of delays or provides for arbitration or any other procedure for settlement or provides for liquidated damages.

I. TYPES OF DELAYS:

For the purposes of this document, there are essentially four types of delays encountered by City of Chandler Construction Contractors; excusable/compensable, excusable/non-compensable, non-excusable, and concurrent. Only delays that extend Contract Completion Time set forth in the Contract Document will be considered for issues relating to Contract extensions or additional compensation. All other delays are considered to be activity delays and do not entitle the Contractor to either time extensions or additional compensation. Contract Completion Time will be defined as the date set forth in Maricopa Association of Governments (MAG) Uniform Standard Specification Section 101 and as may be modified by the Contract Documents.

A. Excusable/Compensable:

These are delays caused solely by the City's actions or inactions, are unreasonable under the circumstances, and which were not within the contemplation of the parties to the Contract at or prior to the time of execution of the Contract. Since the Contractor presumably has no control over the events causing the delay, he may be entitled to both contract time extensions and additional compensation for delay damages. Further, he/she may be entitled to additional compensation from the impact of that delay on other work. Examples of excusable/compensable (E/C) delays include: failure to properly locate an underground City-owned utility within 2 feet of the actual location; failure to relocate City-owned utilities far enough in advance of construction in an area where the Contractor is scheduled to work that it delays start or completion of the Contractor's regularly scheduled work; failure to provide City-furnished equipment or materials in a timely manner if required by the Contract; failure to acquire necessary Right-of-Way or Public Utility Easements prior to the Contractor beginning Work in the area; failure to timely return Shop Drawings or other Contract Submittals in accordance with the Contract; unreasonable delay by the City in making decisions which affect critical activities; surveying errors when the City is contractually responsible for providing Project Surveying. This list is not meant to be all inclusive, but is intended merely as examples of the type of City action or inaction which can result in a Contractor's claim for additional time and compensation.

B. Excusable/Non-compensable:

These are delays over which neither the City nor the Contractor had control. Since both parties to the Contract have been potentially damaged by the delay, but neither have caused it, only Time Extensions are warranted. Examples of excusable, non-compensable (E/N) delays include: unusually severe weather; fire; acts of God; failure of non-City owned utilities (SRP, CenturyLink, Cable TV, Southern Pacific Railroad, and Southwest Gas, etc.) to properly or timely locate accurately; failure of non-City owned utilities to relocate in advance of construction; the voluntary or involuntary filing for Bankruptcy protection by a Supplier or Subcontractor which causes the Supplier/Subcontractor to fail to meet a contractual deadline provided the Contractor can provide documentation that he/she executed the required Purchase Orders/Subcontract Agreements and received delivery schedules which, if met, would have eliminated the delay; delays as a result of an incomplete shutdown of a City or non-City owned utility main (the City does not guarantee a complete shutdown). This list also is not necessarily all inclusive but merely indicative of type and class of E/N delays.

C. Non-excusable/Non-compensable:

These are delays caused by the actions or inactions of Contractor or an officer, employee, agent, Subcontractor, Supplier or any other party for whom the Contractor is responsible. Since the Contractor has assumed responsibility for the risks associated with the events that caused the delay, he/she are not entitled to either time extensions or monetary delay damages. All non-excusable delays are also non-compensable. Examples of non-excusable, non-compensable (N/N) delays include: failure to perform by the Contractor, its Subcontractors and/or Suppliers (except as noted in section I.B above); failure to provide adequate labor, materials, and/or equipment on the Project; failure to perform contractually-required coordination with utilities, agencies and other Contractors; failure to notify the Engineer, in writing, of delay impacts within two working days, as required by MAG 104.2.3, or the next work day, as required by MAG 109.8.2; failure to timely submit Shop Drawings; failure to pothole or otherwise visually locate utilities sufficiently ahead of the Work to allow the Engineer to direct corrective action when necessary; delays due to retesting of previously failed work, re-inspection, and/or restaking resulting from faulty workmanship, poor quality control, or lack of compliance with Contract Specifications. Again, this list is not necessarily all inclusive.

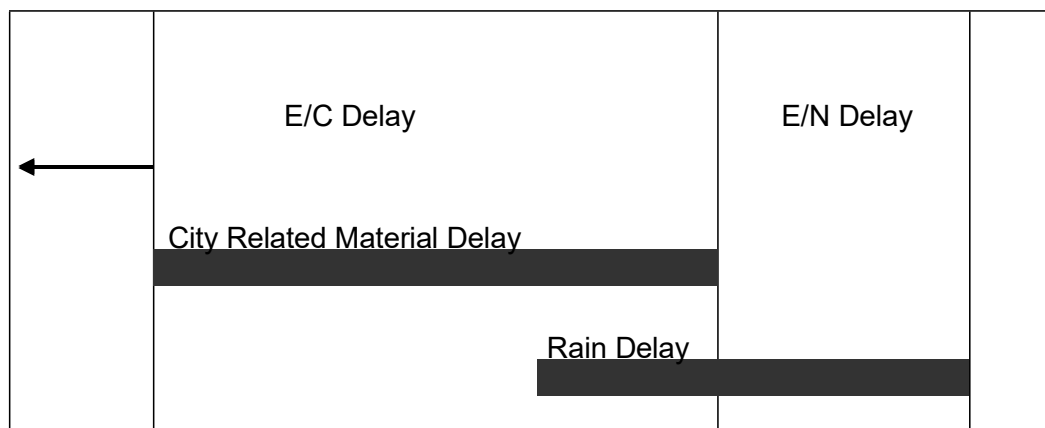
D. Concurrent:

When two or more delays occur simultaneously or overlap, each delay is analyzed separately to determine its impact on the overall project completion date based on when that delay started. Once again, only those delays which actually extend the contract completion time are considered as delays. The concurrent delay is considered an additional delay only to the extent it prolongs the delay to the Contract Completion Time beyond the date that the one it is concurrent with had already delayed that date. For example, if two delays are concurrent, and one is five days long and the second is seven days long, the second concurrent delay will

only extend the Contract Completion Time by two days. The same method of analysis is used when there are multiple concurrent delays. Only those extending the Project Completion Date are considered to be delays for the purposes of this policy. The portion of each concurrent delay that delays the completion of the work is classified in the same manner as described previously for individual delays and being either E/C, E/N or N/N.

An example of a concurrent delay is where the City delays furnishing material, but the Contractor could not have installed it anyway due to unusually severe weather. The effect of the first delaying activity will extend for the full duration and will be considered controlling on the Contractor's schedule. A subsequent, concurrent delay will thereafter only be considered to effect the project completion (if at all) once the first delaying activity has ceased to impact the project completion. In this case, if the unusually severe weather continued and delayed the work after the material was delivered, the first portion of the delay would be classified E/C (delay for material) and the second as E/N (delay due to unusually severe weather). Using the procedure set forth above, the entire concurrent portion would be considered E/C as shown in the chart which follows.

Example of a Concurrent Delay:



II. ANALYZING THE DELAY:

The Contractor must provide all documents required or requested by the Engineer to analyze the delay(s). It is important to understand that, prior to the delay analysis, delays and their impacts are alleged issues. The information the Contractor provides will be compared with the Inspector's Daily Log, Schedules and other available Project information and together they will support or refute that delays occurred and, if so, how they impact other work and the overall project completion. The Contractor's delay in providing these documents will be considered prima facie evidence that either the delay did not occur or it did not impact the Project Completion Date and any claim for time extension or damages will be denied.

The Engineer will accept delay analyses in CPM format, as these may demonstrate to his/her satisfaction whether or not Project Completion has been impacted by a specific event. If the Contractor chooses not to use CPM scheduling procedures, then the burden will be on the Contractor to prove to the Engineer's satisfaction that the Project Completion has been impacted. The procedures below assume that the Contractor is using CPM scheduling methods.

As a minimum the Contractor must provide the following materials to the Engineer:

- A. As-Planned Schedule. The initial construction schedule, required by the Contract Documents, will be considered the baseline schedule. It is to the Contractor's advantage that the As-Planned (baseline) Schedule be as detailed as possible in order for delays, as they occur, to be incorporated into the schedule in representative locations. It is also to the Contractor's advantage to use a computer software program to generate the schedule since updated schedules are required monthly by the Contract Documents and since updated schedules are required to support delays and requests for additional compensation for delays. The As-Planned (baseline) Schedule must be presented in network format which clearly shows the interrelationships of the activities. The Contractor must also provide a printout of the activities showing early start, early finish, late start, late finish, duration and float. The activity list printout must also indicate predecessor and successor activities.
- B. As-Built Schedules. The as planned (baseline) schedule must be updated with complete progress-to-date information (actualized) up to the date of the start of the alleged delay. Each updated schedule will serve as the as-built schedule for analyzing the alleged delay and provide a new baseline as-planned schedule for the next delay. This process must be repeated for each alleged delay as it occurs. In updating the baseline schedule, the alleged delay must be treated as an activity and inserted into the schedule as a predecessor to the impacted activity (ies). When an activity that has already started is impacted, it is preferable to divide this activity into two parts and show the impact affecting the second part. For schedules which incorporate a time line (or data date), the delay activity must be inserted at the time it actually occurred. Some software scheduling programs have a PAUSE-RESUME feature that can be used to facilitate the requirements. The updated schedule must also be accompanied by a listing of activities as with the baseline schedule. This activities list must contain the alleged delay as an activity showing the duration and the activities which are predecessors and successors to it. When computer generated schedules are used, the Contractor must provide, in electronic media format, the complete data files for the updated schedule that included the delay activity, preferably either in Suretrak or in Microsoft Project. Each electronic media must contain a label identifying the Project name, Contractor's name, program name and version number, data date and project finish date.
- C. Other Documents: In order to determine the amount of the alleged delay and if it is compensable, the Contractor must provide all backup documentation relevant to the issue and as required by the Engineer. This documentation must include copies of such items as: purchase orders; delivery schedules; correspondence; memoranda of telephone calls; force account daily worksheets (initialed by the Inspector); payroll data; estimating (bid) worksheets; and any other materials which may be requested by the Engineer.
- D. Procedure: Only after receipt of sufficient documentation will the Engineer analyze each alleged delay and determine if it is supported or refuted. If supported, the Engineer will determine if it is excusable or non-excusable, compensable or non-compensable. If the Engineer determines that the delay did not affect the Project Completion, the as-planned schedule, which has been updated to the date of the alleged delay, must be revised to indicate this. If the Engineer determines the delay

did occur but was N/N, then no time extension will be granted. It is imperative that an actualized schedule be submitted as soon as the occurrence of the alleged delay is known. In no event will the Contractor submit an actualized updated schedule later than 60 days after the occurrence of the alleged delay becomes known.

If the Engineer determines the delay did occur and was excusable but, due to a reason listed in section I.B. is non-compensable, he/she will determine the length of the E/N delay and prepare a Change Order to add that time to the Contract. The Engineer's decision will be final.

If the Engineer determines the delay was excusable and compensable, he/she will determine the length of the E/C delay and proceed to review the Contractor's damage calculations in accordance with Section III. The Engineer will check the Contractor's calculations, review the backup documentation provided, and prepare a Change Order to cover both the additional compensation and the time extension. The Engineer's decision on both the time extension and additional compensation for the delay will be final.

If the issue involves a concurrent delay, the Engineer will analyze available data to determine the portions which are E/C, E/N, and/or N/N as described above. The Engineer will proceed to determine the length of E/C delay and verify the Contractor's delay damage calculations, if any are provided. Upon completion of this review, the Engineer will prepare a Change Order for the Contractor's review and signature. The Engineer's decision regarding excusable delay and additional compensation for the delay is final.

The amount of time the Engineer will require to analyze the alleged delay(s) will depend upon the Engineer's workload, the complexity of the delay analysis, availability of supporting data, extent of cooperation by the Contractor, and other factors beyond the Engineer's control. It is entirely possible other delay(s) may occur while the Engineer is analyzing particular claim for delay(s). The Engineer's failure to respond to the Contractor in a set period of time will not be used as the basis for a further delay claim or as justification for extending and existing delay claim. The time required for delay analysis by the Engineer will not be counted against the time allotted for processing Final Payment as required by (MAG Section 109.7(B)) or the release of retention and Final Payment as prescribed by A.R.S. Arizona Revised Statutes §34-221.

III. CALCULATING MONETARY DELAY DAMAGES:

Additional compensation for delay, when authorized by the Engineer, will be calculated in accordance with MAG Section 109.5 ACTUAL COST WORK with the following exceptions:

- A. No additional compensation or other monetary damages will be awarded or paid for any loss of anticipated profits by the Contractor, Subcontractors or Suppliers.
- B. No additional compensation or other monetary damages will be awarded for home office overhead or non-project general conditions of the Contractor, Subcontractors or Suppliers.
- C. Equipment:

1. Contractor-owned equipment rate calculations must be computed in accordance with Section 109.04(D)(3), Arizona Department of Transportation "Standard Specifications for Road and Bridge Construction," 2008 or latest edition and as modified herein. Year and regional adjustment factors must be based on the most recent publications of the Rental Rate Blue Book for Construction Equipment, published by the Equipment Guide-Book Company, San Jose, CA, same as provided by ADOT and in print as of the date of alleged delay. In no event will the compensation for Contractor-owned equipment exceed the purchase price, including tax, paid by the Contractor for the equipment. Compensation will not be allowed for small tools or equipment that show a daily equipment rental rate of less than \$5.00 per day or for unlisted equipment that has a value of less than for hundred dollars (\$400.00).
2. For leased and rented equipment or equipment not otherwise listed in the Blue Book, rental contracts, or other supporting data will be used to establish the hourly rate. No hourly operating expense will be allowed for delay on standby equipment. In no case will equipment be considered for rental which exceeds the hourly rate for the first eight hours and the daily rate divided by eight for all additional hours as compared with similar equipment listed in the Blue Book. The hourly standby rate must be computed as the lesser of:
 - a. Dividing the monthly invoice or rental value by 176 hours per month when the equipment is utilized by the Contractor for more than three weeks;
 - b. Dividing the monthly invoice or rental value by 40 hours per week when the equipment is utilized by the Contractor for more than three days.

In no event will compensation be paid for delay at more than 8 hours per day or 40 hours per week.
3. Except for vehicles used by supervisory personnel, all equipment will be paid at the "standby" rate during the delay period.
4. Equipment brought solely to mitigate the delay (such as pumps, light plants, etc.) may be paid in accordance with ADOT section 109.04(D) (3).
5. The Blue Book regional adjustment will apply in determining rental rates.

D. Material:

Allowable material charges may include, in addition to material incorporated in the work material used to mitigate the delay such as barricades, plates, shoring, cold mix, etc. Except in emergencies the Contractor will not employ such material without the prior written approval of the Engineer.

E. Labor:

1. Except for Supervisory Personnel (Superintendent, Project Engineer, and Foremen), labor wages will not be paid after the first one-half day of

claimed delay or impact. It is expected the Contractor will reassign or layoff unneeded employees.

2. For Foreman wages to be included, that Foreman must have been actively employed on the project prior to the commencement of the delay and be directly responsible for the activity being delayed.
3. Labor burden must be actual amounts incurred but must not exceed the ADOT approved rate.

- F. All costs (equipment, material, and labor) must be substantiated by the City of Chandler's Daily Work Reports.

IV. DOCUMENT REQUIRED FOR CLAIM ANALYSIS:

For purposes of reviewing the Contractor's request for additional compensation, it will be required that the Contractor submit the following listed information. Information requested must be prepared on forms which are substantially similar to the City of Chandler's Daily Work Report form, a copy of which is attached as an exhibit.

A. Labor:

For each employee, laborer, and foreman, for which compensation is requested: Name, classification, dates of work performed, daily hours worked, total hours worked, labor rates, labor burden rates, overtime or premium time charges. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Certified payroll reports for the period of work claimed.
2. Accounting of Fringe Benefits – certified by a CPA.
3. Contractor's and Subcontractor's daily field reports and daily diaries.

B. Materials:

For all materials for which compensation is requested, if any, total quantities of materials, prices, extensions and transportation costs must be provided on a daily basis. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Invoices for all materials incorporated.
2. Weigh tickets.
3. Purchase orders.
4. Delivery schedules.
5. Quotes or proposals from manufacturers or supplier.
6. Freight bills, Bills of Lading, or other documentation to show transportation costs.
7. Restocking charges-invoices from vendor.

C. Equipment:

For all equipment, the Contractor must provide the Engineer with the designation, dates and hours of usage, dates and hours of standby, if any, daily hours, total hours,

rental rates and extension for each unit of equipment and machinery. Rental rates will be as established in Section III. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Owned:
 - a. Purchase contracts(s).
 - b. Depreciation schedule(s).
 - c. Invoices for fuel, lube, repairs and other operating costs.
2. Leased:
 - a. Lease agreement with hourly rate, overtime rate, double shift rate, etc.
 - b. Invoices or other documentation showing hours worked on a daily basis.

D. Subcontractors/Owner-Operators:

In the event the Contractor submits a claim which includes requests for compensation for Subcontractors of Owner-Operators, the same information requested of the Contractor must be provided by the Subcontractor/Owner-Operator. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Bid/Estimate work sheets and/or spreadsheets.
2. Subcontract Agreements or Agreements with Owner-Operator.
3. All invoices and billing statements received from the Subcontractor/Owner-Operator which relates to the amount requested.

E. Miscellaneous:

Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Evidence of payment for bonds and insurance premiums (MAG 109.5.6).
2. Taxes – unless the Contractor can show otherwise, taxes are reimbursable at 65% of the total cost (less bonds and insurance).

V. TIME LIMIT ON SUBMISSIONS OF CLAIM FOR DELAY OR IMPACT DAMAGES:

No claims for delay or impact damages will be considered or allowed more than 45 days after the event or occurrence which the Contractor claims gives rise to the delay or impact. In no event will a claim for delay or impact damages be considered after submission by the Contractor of the Final Payment Request.

COST REDUCTION INCENTIVE PROPOSALS FOR DESIGN BID BUILD CONTRACTS

The Contractor may submit to the Engineer proposals for modifying the Plans, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of Project construction. The proposals must not impair in any manner the essential functions or characteristics of the project; including but not limited to service life, economy of operations, ease of maintenance, desired appearance, compatibility with existing or planned equipment, standardization of systems, or design and safety standards.

It must not be inferred from this Policy that the Engineer is required to consider any proposal submitted.

Submissions that propose changes in the basic design of a bridge, propose changes in pipe line size, materials, bedding conditions, pipe specifications; or that propose any change in pavement design will not be considered.

Proposals submitted pursuant to this Policy will be identified as Cost Reduction Incentive Proposals. They must be submitted in writing and, at a minimum, contain the following.

1. Complete the attached or similar cost reduction incentive proposal form.
2. A description of both the existing Contract Requirements for performing the work and the proposed changes.
3. All Engineering Drawings and computations necessary for the thorough and expeditious evaluation.
4. An itemization of the existing Contract Requirements that must be changed if the Proposal is adopted and a recommendation as to the manner in which the change should be made.
5. A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed changes, including the cost of developing and implementing the changes.
6. The Contract items affected by the proposed changes and any variations in quantities resulting from the changes.
7. An objective estimate of any effects the proposal will have on collateral cost to the City, costs of related items, and cost of maintenance and operation.
8. A statement as to the effect that the Proposal will have on the time for the completion of the Project.
9. A statement as to the time by which a Change Order adopting the Proposal must be executed or when the Engineer must have given verbal approval.

Proposals will be processed expeditiously; however, the City will not be liable for any delay in acting upon any Proposal nor for any failure to accept any Proposal pursuant to this Special Provision.

General Conditions

Appendix 2

The Engineer will be the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of the Proposal. The Contractor will be notified in writing by the Engineer as to whether his/her Proposal has been accepted. The decision by the Engineer is final.

When the City deems such action to be appropriate, it reserves the right to require the Contractor to share equally in the cost to the City of investigating, evaluating, and processing the proposal as a condition for the consideration of such Proposal. Such cost must be shared whether the Proposal is accepted or rejected. When such a condition is imposed, the City will estimate these costs and the Contractor must indicate his acceptance thereof in writing. Such acceptance will authorize the City to deduct the Contractor's share of the costs from any monies due or that may become due to the Contractor under the Contract.

If the Contractor's Proposal is accepted in whole or in part, the necessary Contract Modifications and Contract Price Adjustments will be affected by the execution of a Change Order which will specifically state that it is executed pursuant to this Special Provision.

The Contractor must continue to perform the work in accordance with the requirements of the Contract until a Change Order incorporating the Proposal has been executed or until he/she has been given verbal approval by the Engineer that his/her Proposal has been accepted. If the Change Order has not been executed or he/she has not been given verbal approval on or before the date specified on the attached cost reduction incentive proposal form or on or before such other date as the Contractor may have subsequently specified in writing, the Proposal may be deemed to be rejected.

The executed Change Order will incorporate the changes in the Plans, Specifications, or other requirements of the Contract which are necessary to permit the Proposal, or such part of it which has been accepted, to be put into effect, and will include any condition – upon which the City's approval thereof is based, if such approval is conditional. The executed Change Order may also extend the time for the completion of the Contract if such an extension has been deemed to be warranted by the Engineer as a result of his evaluation of the Proposal.

The executed Change Order will also establish the estimated net savings in the cost of performing the Work attributable to the Proposal effectuated by the Change Order. In determining the net savings, the right is reserved to the Engineer to disregard the Contract bid prices if, in his/her judgment, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted. The net savings will be established by determining the Contractor's cost of performing the Work, taking into account his/her cost of developing the Proposal and implementing the change, and reducing this amount by any ascertainable collateral costs to the City. The executed Change Order may provide that the Contractor be paid 50 percent of the estimated net savings amount.

The executed Change Order may also provide for the adjustment in Contract prices. Contract prices may be adjusted by subtracting the City's share of the accrued net savings.

The amount specified to be paid to the Contractor in the executed Change Order which effectuates a Cost Reduction Proposal will constitute full compensation to the Contractor for the Cost Reduction Proposal and the performance of the work thereof pursuant to the said Change Order.

Upon acceptance of a Cost Reduction Incentive Proposal, any restrictions imposed by the

General Conditions Appendix 2

Contractor on its use or on disclosure of the information will become void, and the City thereafter will have the right to use all or any part of the Proposal without obligation or compensation of any kind to the Contractor.

COST REDUCTION INCENTIVE PROPOSAL FORM

TO: CIP City Engineer

FROM:

PROJECT NAME: CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS

CITY PROJECT NUMBER: WW2111.401

DATE:

Summary of Change (Brief description of proposed change including advantages and disadvantages):

ESTIMATED COST SUMMARY (Attached detailed estimate):

A.	Original Cost:	\$	_____
B.	Proposed Cost:	\$	_____
C.	Construction Savings (A-B):	\$	_____
D.	Gross Savings (Included OH %, Bond %)	\$	_____
E.	Contractor Implementing	\$	_____
F.	City Implementing Cost:	\$	_____
	Reduction in Contract Price (C+D-E-F) x 50%:	\$	_____

Date by which a Change Order must be issued so as to obtain maximum cost reduction:

**CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT**

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona
Date _____

Project Name: CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS
City Project No.: WW2111.401

To the City of Chandler, Arizona

Gentlemen:

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

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

Signed and dated at _____, this _____ day of _____ 20_____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

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

Notary Public

My Commission Expires

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT: _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__ for construction of **CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS, WW2111.401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this _____ day of _____, 20__.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

SURETY SEAL

AGENT ADDRESS

PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__ for construction of **CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS, WW2111.401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 20__.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

AGENT ADDRESS

SURETY SEAL

DISPUTE RESOLUTION

A. INFORMAL DISPUTE RESOLUTION

The parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

B. DISPUTE RESOLUTION REPRESENTATIVE ("DRR") PROCESS

1. The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project ("Claim" or "Claims") will, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").
2. The DRR Process will be initiated through service of a DRR Notice as set forth below:
 - a. For claims by the Contractor or the Design Professional, the DRR Process will be initiated by the party asserting the claim serving written notice on the City setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project; (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.
 - b. For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.
 - c. The DRR Notice will be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.
3. The other parties will respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response will be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

4. The designated Dispute Resolution Representatives for the Parties to the claim will then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.
5. At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.
6. The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.
7. Unless otherwise designated in a written notice to the other parties, the City and the representatives of the Contractor and of the Design Professional will act as the parties' designated Dispute Resolution Representatives.
8. If a resolution of the Claim is reached, that resolution must be set forth in writing and must be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties must execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

C. MEDIATION

1. Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to ¶ B (5) above, whichever is earlier, will be submitted to mediation as a condition precedent to litigation by either party.
2. The mediation will be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Maricopa County Superior Court to appoint a mediator. The mediation will occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.
3. The qualifications for the mediator will be that he/she be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of his/her time involving and/or resolving construction disputes for at least the past five (5) years.
4. Each party will provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties will exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the

mediator may request, and in the form and at such times, as the mediator may direct.

5. The parties will share the mediator's fee and any filing fees equally. The mediation will be held in Chandler, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation will be specifically enforceable in any court having jurisdiction thereof.

D. LITIGATION

Any claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those claims waived as provided for in the Contract Documents, must be resolved through litigation in the Maricopa County, Arizona Superior Court.



**CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT**

CERTIFICATE OF COMPLETION

PROJECT NAME:	CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS		
CITY PROJECT NO.:	WW2111.401		
If Federally Funded:			
FEDERAL NO.:		ADOT NO:	

(This section to be completed by Prime)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF THE COMPLETION DATE LISTED HERE:

<u>FINAL ACCEPTANCE DATE:</u>	
--------------------------------------	--

PRIME CONTRACTOR:

FIRM NAME:			
PRINCIPAL:			
TITLE:			
SIGNATURE:		DATE:	

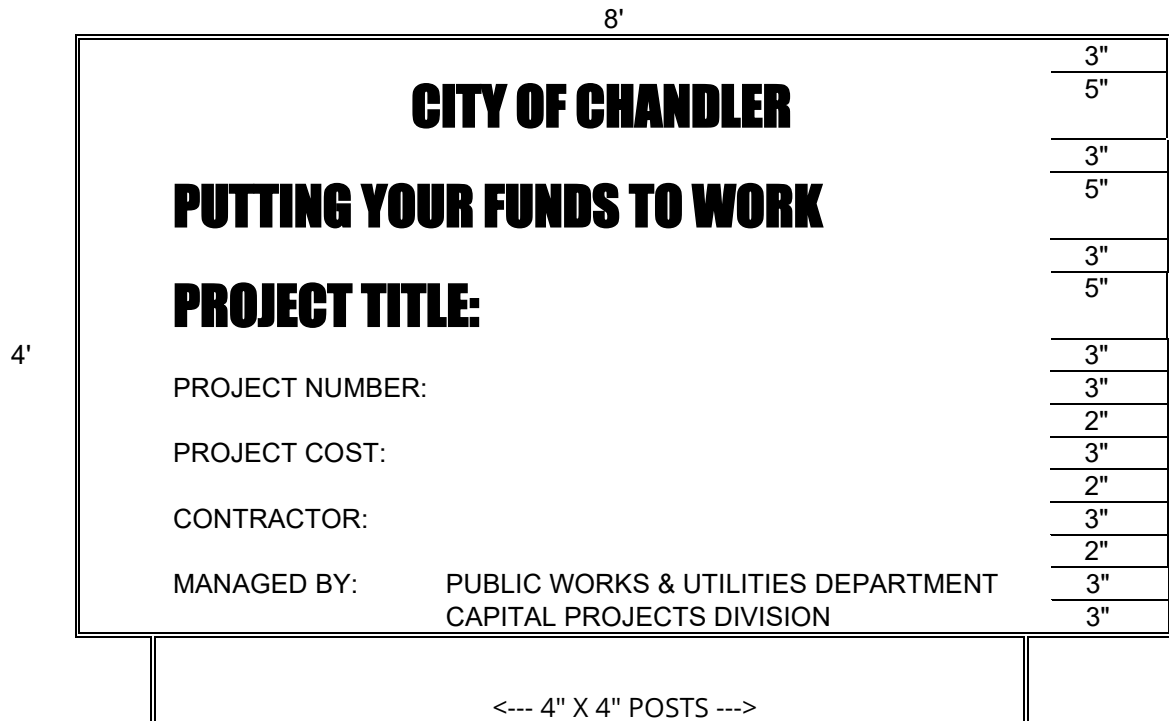
CERTIFIED BY [INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION]:

FIRM NAME:			
SIGNATURE:		DATE:	

PROJECT ACCEPTED BY CITY OF CHANDLER:

NAME:			
SIGNATURE:		DATE:	

CONSTRUCTION SIGN DETAIL



NOTES:

SIGN(S) MUST BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS MUST BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN MUST BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS MUST BE NON-REFLECTORIZED GREEN BACKGROUND, AND NON-REFLECTORIZED WHITE LETTERS AND NUMERALS.

ONE SIGN MUST BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN MUST BE ERECTED AT EACH SITE.

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

COST OF THE WORK

(APPLICABLE SOLELY TO CONSTRUCTION MANAGER AT RISK AND JOB ORDER CONTRACTING)

SECTION 1 – COSTS TO BE REIMBURSED

1.1 Cost of the Work

The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs must be at rates not higher than the standard paid at the place of the Project except with prior consent of City. The Cost of the Work will include only the items set forth in this Section 1.

1.2 Labor Costs

- 1.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with City's approval, at off-site workshops. Cost to be reimbursed will be the actual wages paid to the individuals performing the work.
- 1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with City's approval. No Contractor personnel stationed at the Contractor's home or branch offices will be charged to the Cost of the Work. Non-field office based Contractor management and support personnel are expected to provide service and advice from time to time throughout the job and his/her time devoted to Project matters is considered to be covered by the Contractor's Fee.
- 1.2.3 Wages and salaries of Contractor's supervisory or administrative personnel who would normally be stationed at the field office in accordance with Section 1.2.2 but who become engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of his/her time required for the Work. Employee bonuses and/or costs associated with Employee Stock Ownership Plans ("ESOP") will not be considered reimbursable labor or labor burden costs and will be considered non-reimbursable costs considered to be covered by the Contractor's Fee.
- 1.2.4 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holiday, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 1.2.1 through 1.2.3.
 - 1.2.4.1 Cost of the Work will include the actual net cost to Contractor for worker's compensation insurance attributable to the wages chargeable to the Cost of Work per this Agreement. The actual net cost of worker's compensation must take into consideration all cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, any applicable weekly maximums, etc. Contractor may charge an estimated amount for worker's compensation insurance costs, but will make appropriate cost adjustments to actual costs within 45 days of receipt of actual cost adjustments from the insurance carrier.

- 1.2.4.3 Overtime wages paid to salaried personnel (if approved in advance in writing by City) will be reimbursed at the actual rate of overtime pay paid to the individual. No time charges for overtime hours worked on the Project will be allowed if the individual is not paid for the overtime worked.
- 1.2.4.4 Any overtime premium or shift differential expense to be incurred by Contractor for hourly workers will require City's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Contractor is required to work overtime as a result of an inexcusable delay or other coordination problems caused by the Contractor or anyone he/she is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will be considered as cost not to be reimbursed.
- 1.2.4.5 Reimbursable labor burden costs will be limited to payroll taxes, worker's compensation insurance, the employer's portion of union benefit costs for union employees working on the Project, and the actual verifiable fringe benefit costs incurred by Contractor for non-union individuals working on the Project subject to the following maximum percentages for the following reimbursable non-union fringe benefit costs. The following maximums (as a percentage of reimbursable actual wages by individual) will apply for each of the following types of fringe benefit costs specifically attributable to each of the non-union personnel working on the Project:

- | | |
|---|--------|
| • Medical Insurance, Dental, Life & AD&D Insurance: | 12.00% |
| • Holiday, vacation and other paid time not worked: | 10.00% |
| • Pension Plan Contributions to Vested Employee Account, Simplified Employee Pension Plans, or 401K matching plans (Note: ESOP related costs are covered by the Contractor Fee) | 10.00% |

For non-union personnel, no other fringe benefit costs (other than the three specific categories listed immediately above, will be considered reimbursable Cost of Work. Any labor burden costs that are in excess of the amounts considered reimbursable or are otherwise not considered reimbursable under the terms of this agreement are intended to be covered by the Contractor Fee.

1.3 Subcontract Costs

- 1.3.1 Payments made by Contractor to Subcontractors in accordance with the requirements of the subcontracts.
- 1.3.2 For Scope of Work Bid Packages typically performed by Subcontractors, Contractor may "self- perform" such work on an actual cost basis subject to an agreed upon Guaranteed Maximum Price for the "self-performed work". The Contractor must, unless agreed to by City in writing, bid his/her proposed guaranteed Maximum Price for the work to be "self-performed" against at least three other interested trade Contractors. All savings under any such Subcontract for "self-performed work" must be applied to reduce the Cost of Work under the Contract and the Guaranteed Maximum Price. For purposes of defining "self-performed work" subject to this provision, any division of Contractor, or any separate Contractor or Subcontractor that is partially owned or wholly owned by the Contractor or any of his/her employees or employee's relatives will be considered a related party entity

and will be subject to this provision regarding “self-performed work”. No self-performed work will be allowed to be performed on a Fixed Price basis.

- 1.3.3 Contractor (with respect to its Suppliers, Subcontractors and all lower tier Subcontractors) must provide City advance written notice and must obtain City's approval for any proposed Subcontract Change Order, Material Purchase Order, or other financial commitment in an amount in excess of \$5,000 prior to placing such order or entering into such agreement (regardless of whether or not any such commitment will affect the prime contract Guaranteed Maximum Cost). It is agreed that sums applicable to any Subcontract Change Order, Purchase Order or other financial commitment entered into in violation of the above notice and approval requirement will not be included in the amounts owing to Contractor, Subcontractors or Suppliers whether as Costs of the Work or as reasonable termination costs in the event of termination.

1.4 Costs of Material and Equipment Incorporated in the Completed Construction

- 1.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- 1.4.2 Costs of materials described in the preceding Subparagraph 1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, in any, will become City's property at the completion of the Work or, at City's option, may be sold by the Contractor. Any amounts realized from such sales must be credited to City as a deduction from the Cost of Work.
- 1.4.3 Proceeds from the sale of recyclable materials, scrap, waste, etc. will be credited to job cost.

1.5 Costs of Other materials and Equipment, Temporary Facilities and Related Items

- 1.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor. Cost for items previously used by Contractor will mean fair market value.
- 1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by Contractor at the site, whether rented from Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented will be subject to City's prior written approval.
- 1.5.2.1 The Projected usage for each piece of equipment to be rented for use on the Project and the estimated total rentals must be considered by Contractor before the piece of equipment is rented so that an appropriate rent versus buy decision can be made. Purchased equipment must be considered “job owned”. At the completion of the Project, Contractor must transfer title and possession of all remaining job-owned equipment to City, or Contractor may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by City and Contractor.

1.5.2.2 Each piece of equipment to be rented must have hourly, daily, weekly and monthly rates and the most economical rate available will be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the jobsite. When the piece of equipment is no longer needed for the work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of Contractor.

1.5.2.3 Equipment Rental Rates

1.5.2.3.1 Compensation for equipment used on the Project will be paid in accordance with the Equipment Plan submitted by Contractor in the accepted GMP Proposal and no payments will be made in excess of the rates set forth in the Equipment Plan, or actual documented costs, whichever is less.

1.5.2.3.2 All equipment rental rates and costs are subject to City's right to audit when submitted as part of Equipment Plan and/or at any time during the Project.

1.5.2.4 The aggregate rentals chargeable for each piece of Contractor owned tools or equipment must not exceed 50% of the fair market value of such equipment at the time of its commitment to the Work. The original purchase price and date of purchase of the equipment will be documented with a copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply and no further rentals will be charged even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time.

1.5.2.5 Fair market value for used material and equipment as referred to in the Contract Documents will mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: This is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.

1.5.2.6 All losses resulting from lost, damaged or stolen tools and equipment will be the sole responsibility of Contractor, and not City, and the cost of such losses will not be reimbursable under the Contract.

1.5.2.7 Contractor will be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory must be submitted to City each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost (2) acquisition date (3) approved Fair Market Value at the time the piece of equipment was first used on the job and (4) final disposition.

1.5.2.8 All costs incurred for minor maintenance and repairs will be reimbursed at actual cost. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and ordinary; consequently such costs are not reimbursable and are intended to be covered by the rental

rates.

- 1.5.3 Costs of removal of debris from the Site.
- 1.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- 1.5.5 That portion of the reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work.
 - 1.5.5.1 No travel expenses will be reimbursed to Contractor's representatives unless Project related travel required them to travel to a destination more than 100 miles from the Project location. Any travel involving airfare will require advance written approval by an authorized City's representative.
- 1.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City.
- 1.5.7 Reproduction costs will be the actual costs of reproduction subject to a maximum of five cents (\$.05) per square foot for prints and a maximum of five cents (\$.05) per 8 ½ by 11-inch page for offset print or photo copied contract documents, specifications, etc. Telephone costs will be the actual costs paid to the third party telephone company for the field office telephone.

1.6 Miscellaneous Costs

- 1.6.1 That portion of insurance and bond premiums that can be directly attributed to the Contract. The City will reimburse Contractor for contractually required bond at time of first pay application for GMP and Cost-Based contracts upon receipt of proof of payment from the Contractor. If the Contractor completes Work for less than the Contract Price, Contractor must credit the City a pro-rated amount for the unused portion of the bond payment
 - 1.6.1.1 Contractor's actual cost for insurance will be considered to be included within the Maximum limit for General Conditions Costs. All premiums for any insurance and bonds required for the Project must reflect the net actual costs to Contractor after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.
 - 1.6.1.2 The amount to be reimbursed to Contractor for all contractually required insurance will be actual costs not to exceed a total of 2% of the Contract Value, unless Contractor establishes to City's satisfaction that the actual cost is higher and City agrees to such actual higher cost in writing. If Contractor's cost of contractually required insurance is greater than the amount agreed to be reimbursed per this Contract Provision, the difference will be considered to be covered by the Contractor's Fee. The City will reimburse Contractor for contractually required insurance on a monthly basis for GMP and Cost-Based contracts. If Contractor can demonstrate substantial savings by paying for all insurance in advance, the City may agree to reimburse all insurance costs at time of first pay application

for GMP and Cost-Based contracts with proof of payment from Contractor.

- 1.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.
- 1.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which Contractor is required by the Contract Documents to pay.
- 1.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work and which do not fall within the scope of ¶ 1.7.3 below.
- 1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suites or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against Contractor resulting from such suites or claims and payments of settlements made with City's consent. However, such costs of legal defenses, judgments and settlements must not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.
- 1.6.6 Data processing costs related to the Work. However, any such data processing costs will be limited to the cost of personal computer hardware used at the field office in the normal day to day administration, management and control of the Project. The aggregate charges for any such hardware must not exceed the Fair Market Value of the hardware at the time it was brought to the field office. If the total charges for any particular piece of hardware reach an amount equal to the Fair Market Value, that particular piece of hardware must be turned over to City whenever it is no longer needed for the Project. If Contractor elects to keep the particular piece of hardware, the job costs must be credited with a mutually agreeable amount which will represent the Fair Market Value of the particular piece of hardware at the time it was no longer needed for the job. Software or other costs associated with the use of computer programs will not be considered to be a reimbursable cost and will be considered to be covered by the Contractor's Fee.
- 1.6.7 Deposits lost for causes other than Contractor's negligence or failure to fulfill a specific responsibility to City as set forth in the Contract Documents.
- 1.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between City and Contractor, reasonably incurred by Contractor in the performance of the Work and with City's prior written approval; which approval will not be unreasonably withheld.
- 1.6.9 Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if pre-approved by City in writing. If City authorizes the reimbursement of relocation costs, the reimbursable relocation expenses will be limited to a maximum of \$50,000 per person. Any relocation cost incurred by Contractor in excess of the amount reimbursed by City will be considered to be covered by the Contractor's Fee.

1.7 Other Costs and Emergencies

- 1.7.1 Other costs incurred in the performance of the Work if and to the extent approved in

advance in writing by City.

- 1.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by Contractor, Subcontractors or Suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of Contractor and only to the extent that the cost of repair or correction is not recoverable by Contractor from insurance, sureties, Subcontractors or Suppliers.

1.8 Related Party Transactions

- 1.8.1 The term “related party” will mean a parent, subsidiary, affiliate or other entity having common ownership or management with Contractor; any entity in which any stockholder in, or management employee of, Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of Contractor. The term “related party” includes any member of the immediate family of any person identified above.
- 1.8.2 If any of the costs to be reimbursed arise from a transaction between Contractor and a related party, Contractor must notify City in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If City, after such notification, authorizes in writing the proposed transaction, then the cost incurred will be included as a cost to be reimbursed, and Contractor must procure the Work, equipment, goods or service from the related party, as a Subcontractor. If City fails to authorize the transaction, Contractor must procure the Work, equipment, goods or service from some person or entity other than a related party.

SECTION 2 – COSTS NOT TO BE REIMBURSED

- 2.1 The Cost of Work must not include:
 - 2.1.1 Salaries and other compensation of Contractor’s personnel stationed at Contractor’s principal office or offices other than the site office, except as specifically provided in Subparagraphs 1.2.2 and 1.2.3.
 - 2.1.2 Expenses of Contractors’ principal office and offices other than the site office.
 - 2.1.3 Overhead and general expenses, except as may be expressly included in Section 1.
 - 2.1.3.1 Costs of Contractor’s home office computer services or other outside computer processing services will be considered overhead and general expense. Accordingly, Contractor should not plan to perform any such computer related services or alternatives at the field office when such services or functions can be performed at Contractor’s home or branch offices, or other outside service locations.
 - 2.1.4 Contractor’s capital expenses, including interest on Contractor’s capital employed for the Work.

- 2.1.5 Rental costs of machinery and equipment, except as specifically provided in subparagraph 1.5.2.
- 2.1.6 Except as provided in Subparagraph 1.7.3 of the Agreement, costs due to the negligence or failure to fulfill a specific responsibility of Contractor, Subcontractors and Suppliers or anyone directly or indirectly employed by any of them or for whose acts of them may be liable.
- 2.1.7 Any cost not specifically and expressly described in Section 1.
- 2.1.8 Costs, other than costs included in Change Orders approved by City that would cause the GMP to be exceeded.

SECTION 3 – DISCOUNTS, REBATES, REFUNDS AND SAVINGS

- 3.1 Cash discounts obtained on payments made by Contractor will accrue to City if (1) before making the payment, Contractor included them in an Application for Payment and received payment therefore from City, or (2) City has deposited funds with Contractor with which to make payments; otherwise, cash discounts will accrue to Contractor. Trade discounts, rebates, refunds and amounts received from sales or surplus materials and equipment will accrue to City, and Contractor must make provisions so that they can be secured.
 - 3.1.1 Cost of the Work will be credited with all insurance policy discounts, performance and payment bond rebates or refunds, refunds or return premiums from any Subcontractor default insurance, refunds or rebates from any Contractor controlled insurance programs applicable to the Project, merchandise rebates of any nature, refunds of any nature, insurance dividends; and a portion of any volume rebates or free material credits earned with purchase of material or other goods and services charged to the job.
 - 3.1.2 “Cash” discounts which may accrue to Contractor will be limited to a maximum of 1.5% of invoice cost. Any portion of “Cash” discounts greater than 1.5% will automatically accrue to City if Contractor is eligible to take advantage of the discounts.
- 3.2 Amounts that accrue to City in accordance with the provisions of Paragraph 3.1 will be credited to City as a deduction from the Cost of the Work.
- 3.3 Any and all savings on the GMP, or any separately guaranteed items comprising the GMP, will belong to City, subject to any express right in the Contract for Contractor to share in savings. Savings are subject to City's right to audit, and may be audited separately.

SECTION 4 – GENERAL CONDITIONS COSTS

- 4.1 General Conditions Costs may include, but are not limited to, the following types of costs incurred by Contractor during construction of the Work to the extent they are reimbursable Costs of the Work as delineated above: payroll costs for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management

personnel resident and working on the site workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor costs, costs of bond premiums, costs of consultants not in the direct employ of Contractor or Subcontractors, fees for permits and licenses.

- 4.2 General Conditions Costs may be paid on a percentage of the Contract Price or on a lump/stipulate sum basis as set forth in the Contract. All costs included in the General Conditions Costs will not be separately invoiced to or paid by City.
- 4.3 The total amount of General Conditions Costs for the Work may be divided by the number of days allowed for performance of the Work, to determine a fixed daily rate for General Conditions Costs that may be used in computing the General Conditions Costs allocated to any period of time, or for any adjustments in the General Conditions Costs agreed to in writing by City.

LANDSCAPE ESTABLISHMENT PERIOD

Section 1 – Description and General

Contractor is in direct control of work performed under the Landscape Establishment Period. If work is subcontracted, a representative of the Contractor will be present at the site of the work for all hours that the subcontractor works. Subcontracting of Landscape Establishment work will be permitted for weed eradication with herbicides, because of special licensing. A licensed temporary service may be used to supply labor to Contractor if Contractor has received approval from City Representatives. Contractor will submit the required subcontract documentation.

Contractor must provide adequate personnel to accomplish the required maintenance of the plant materials at intervals acceptable to City Representatives.

If not healthy at the end of the maintenance period, the maintenance must be continued until the plant material is approved by City.

1.1 Time and Schedule

Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will be per General Conditions Section 6.5.4.

1.2 Planted Stock and Seeding Establishment

- 1.2.1 Tree planting and staking must be per City of Chandler Standard Detail C-801.
- 1.2.2 All trees will stand erect on their own without stakes when brought to this site. If the tree cannot stand on its own when nursery stakes are removed, the tree will be removed and replaced.

1.3 Pre-Emergent Herbicide and Weed Control

- 1.3.1 Contractor will provide three applications of an approved pre-emergent herbicide on all unpaved areas of the project, as directed by City Representatives, to control weed growth in all areas of the project. The number of applications may be increased as directed by the City Representative, and at no additional cost to City, if the City Representative deems additional applications are required to control weed growth.
- 1.3.2 Application sequence will be approved in advance by City. The first application of pre-emergent will be completed prior to the application of Decomposed Granite and will be included with the cost of the Decomposed Granite as specified and part of the Construction Phase portion of work. The second application of pre-emergent will be completed after installation of the Decomposed Granite and no later than half-way through the Landscape Establishment Period. The third and final application of pre-emergent will be applied 15 days prior to completion of the Landscape Establishment portion of the project. The second and third pre-emergent applications will be included with the cost of Landscape Establishment. Watering will be completed in accordance with the manufacturer's recommendations, as included and as related to each application.
- 1.3.3 The pre-emergent herbicide will be applied in accordance with the Technical Specifications and the recommendations of the pre-emergent herbicide manufacturer, as approved by City Representatives.

- 1.3.4 The control of weeds will be accomplished by the use of herbicides. Manual removal of weeds will be required, after herbicides have taken affect.
- 1.3.5 Contractor is responsible for the removal and disposal of all trash and debris that during the Landscape Establishment Period. Contractor will keep the project in a neat and orderly manner during the duration of the Landscape Establishment Period.

1.4 Water

The water used during Landscape Establishment to properly maintain the plant material will be furnished by City, at designated sources from within the project limits, at no charge to Contractor. Contractor will be responsible for all equipment, materials and labor necessary to load, transport and unload water for watering purposes.

1.5 Plant Material Replacements

The plant material replacement will be considered as included in the work for Landscape Establishment, and will be made at no charge to the City.

- 1.5.1 Shrub and Plant Replacement - During the second half of the Landscaping Establishment period, Contractor will provide, where required, plant replacements as follows:

<u>Original Size</u>	<u>Replacement Size</u>
1 gallon	5 gallon
5 gallon	15 gallon
15 gallon	24-inch box
36-inch box	48-inch box

- 1.5.2 Tree Replacement – During the second half of the Landscape Establishment Period, Contractor will provide plant material replacements for existing plants that die as follows:

<u>Existing Plant Material Sizes</u>	<u>Replacement Size</u>
Trees:	
2-inch Caliper	24-inch box
4-inch Caliper	36-inch box
6-inch Caliper and greater	54-inch box
Shrubs:	
All Existing Shrubs	15 gallon

1.6 Measurement and Payment

See Technical Specifications for Measurement Payment provisions.

EXHIBIT C
TECHNICAL SPECIFICATIONS



CITY OF CHANDLER

PUBLIC WORKS AND UTILITIES DEPARTMENT

CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS CHAARRAL WAY: DOBSON ROAD TO LAKE DRIVE

PROJECT NO. WW2111.401

AGENCY REVIEW SET

TECHNICAL SPECIFICATIONS

DECEMBER 2021

**MAYOR
KEVIN HARTKE**

CITY COUNCIL

**Council Member Christine Ellis
Council Member OD Harris
Council Member Matt Orlando**

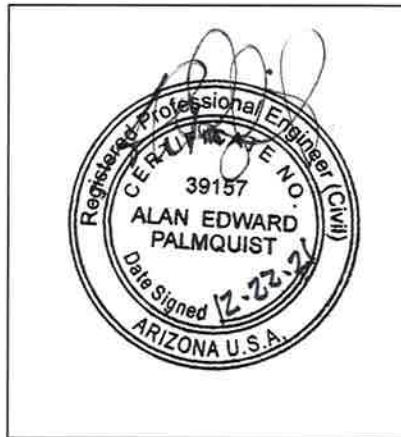
**Council Member Rene Lopez
Council Member Terry Roe**

**CITY MANAGER
JOSHUA WRIGHT**

**PUBLIC WORKS & UTILITIES DIRECTOR
JOHN KNUDSON, PE**

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TECHNICAL SPECIFICATIONS
FOR
CITY OF CHANDLER
CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS CHAARRAL WAY:
DOBSON ROAD TO LAKE DRIVE



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02200	EARTHWORK
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DIVISION 11 EQUIPMENT

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DIVISION 15 MECHANICAL

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15051 BURIED PIPING INSTALLATION
15061 DUCTILE IRON PIPE
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SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. The work covered under this Contract will be performed within the City of Chandler in the following general locations:
1. Chaparral Way – Lake Drive to Dobson Road

1.2 DESCRIPTION OF OWNER'S PROJECT

- A. The overall scope project will consist of the following installation:
1. Relocation of approximately 72 linear feet of 8-inch potable water line
 2. Relocation of approximately 72 linear feet of 12-inch potable water line
 3. Relocation of approximately 125 linear feet of 16-inch potable water line
 4. Relocation of approximately 70 linear feet of 15-inch sanitary sewer
 5. Addition of a new sanitary sewer manhole.
 6. Complete all testing and disinfection on new and relocated waterlines prior to connecting to existing water distribution system. Contractor to coordinate and plan construction activities with existing operational needs of the City.
 7. Complete all testing on new sewer lines prior to connecting to existing sewer system. Contractor to coordinate and plan construction activities with existing operational needs of the City.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01050

FIELD ENGINEERING/SURVEYING

PART 1 - GENERAL

1.1 SUMMARY

- A. The CONTRACTOR shall hire a surveyor licensed in the State of Arizona to perform all surveying responsibilities. It is also the CONTRACTOR'S responsibility to notify the ENGINEER, in writing, of any discrepancy found between the topographic survey provided and the baseline conditions provided in the Contract Documents within 14 days of the Notice to Proceed. The CONTRACTOR further takes the responsibility to correct any discrepancies not reported to the ENGINEER within the specified construction schedule as part of the finished grading required as part of this Project at no cost to the OWNER.
- B. The CONTRACTOR shall provide competent, qualified personnel and materials required to perform all construction layout staking and re-staking (as necessary) of the Work and will protect and preserve the established reference points and will make no change or relocations without the prior written approval of the OWNER.
- C. The CONTRACTOR will report to the OWNER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The CONTRACTOR will replace and accurately relocate all reference points so lost, destroyed, or moved at no additional cost to the OWNER.
- D. Field surveying shall include GIS location and data of all new construction as required by the City of Chandler. The CONTRACTOR shall provide the GIS location and data at each application of payment to verify content. If data is missing or does not meet City of Chandler requirements, portions of the new construction shall be exposed to obtain the data at no additional cost to the OWNER. The City of Chandler requirements are identified below:
 - 1. Contractor shall provide survey grade GPS / GIS data, meeting the following requirements for all facilities to be owned and/or operated by the City of Chandler.
 - a. ESRI File Geodatabase format:
 - 1) All GPS point data, along with corresponding GIS Attribute data, must be submitted in ESRI File Geodatabase format.
 - 2) The City of Chandler will provide a copy of the File Geodatabase in ESRI ArcGIS format, upon submitting a data request form attached herewith. Please submit the data request form to Kristy.Noelson@Chandleraz.gov
 - b. Data dictionary and Attribute data:

- 1) Attribute data should be provided for each of the GPS'd Utility Feature listed in section 'd' below. All Attribute data should conform to the ESRI File Geodatabase format, provided by the City. A copy of the data dictionary will be made available to the CONTRACTOR.
- c. Coordinate System:
 - 1) Horizontal Datum: Arizona State Plane Coordinates, Central Zone NAD83 (HARN) Vertical Datum: NAVD88
- d. Point Data for GPS:
 - 1) Water System Features:
 - a) Water main location (top of pipe), size and material (one (1) coordinate provided every 100 feet minimum) and at fittings.
 - b) Water fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Line Stop, Reducer, Saddle, Other.
 - c) Water valve location (center of valve box cover), size and type.
 - d) Fire hydrant location (top of hydrant), manufacturer and year.
 - e) Water service line location (at connection to main, any bends, and termination at meter box or meter vault or at the edge of easement or ROW), size and material.
 - f) Water blow-off and air release valve location (center of cover), size, type and manufacturer.
 - g) Water manhole or vault location (center of cover), size and type.
 - 2) Waste Water System features:
 - a) Sewer manhole and cleanout location (center of cover), size, material, and cover type.
 - b) Sewer gravity main location (invert of pipe), size, material and flow direction (from) at all manholes, cleanouts and structures.
 - c) Sewer service line location, size and material (at connection to main, and termination at cleanout, or stub out at edge of the easement or ROW).
 - d) Sewer force main location (top of pipe), size, and material (one (1) coordinate provided every 100 feet minimum) and at fittings.
 - e) Sewer force main (and gravity) fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Linestop, Reducer, Saddle, Wye, Other
 - f) Sewer force main valve location (center of valve box cover), size and type.
 - g) Sewer force main air release valve location (center of cover), size, type and manufacturer.
 - h) Sewer force main manhole or vault location (center of cover), size and material.

- i) Sewer structure (center of structure), type (diversion, junction box)
- 3) Standard GPS Metadata on all points collected: Date, Time, Height, Horiz_Precision, Vert_Precision, Northing, Easting, Surveyor, Datafile, and Comments
- 2. Refer to the included information, following this specification, from the City of Chandler. Contractor shall meet all requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

DATA DICTIONARY:

WATER

FeatureClassName FITTING_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	WS_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WS_SPATIALSOURCE_STD	GPS
MATERIAL	String	20	MATERIAL	WS_MATERIAL	null
DIAMETER1	String	8	DIAMETER1	null	null
DIAMETER2	String	8	DIAMETER2	null	null
TYPE	String	30	TYPE	WS_FITTING_TYPE	null
BEND	String	20	BEND	WS_FITTING_BEND	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null
GPS_DATE	Date	8	GPS_DATE	null	null

FeatureClassName SYSTEM_VALVE_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATURE OWNER	WS_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLE STATUS	WS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIAL SOURCE	WS_SPATIALSOURCE	GPS
DIAMETER	String	8	Diameter	WS_SYSVAL_DIAM	null
TYPE	String	25	TYPE	WS_SYSVAL_TYPE	null
VALVETYPE	String	10	VALVE TYPE	WS_SYSVAL_VALVETYPE	null
FUNCTION	String	25	FUNCTION	WS_SYSVAL_FUNCTION	null
GROUNDTYPE	String	25	GROUNDTYPE	WS_SYSVAL_GROUNDTYPE	null
WO_CAT_CODE	String	10	WO CAT CODE	null	1310A06
WO_CAT	String	25	WO CAT	null	System Valves
WATERTYPE	String	25	WATERTYPE	null	POTABLE
GPS_DATE	Date	8	GPS DATE	null	null
GPS_COMMENT	String	30	GPS COMMENT	null	null

FeatureClassName HYDRANT_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
HYDRANT_ID	String	25	HYDRANT_ID	null	HYD-VERIFY
FEATUREOWNER	String	25	Feature Owner	WS.FEATUREOWNER	null
LIFECYCLESTATUS	String	25	Lifecycle Status	WS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	25	Spatial Source	WS_SPATIALSOURCE_STD	GPS
BARRELDIAMETER	Double	8	Barrel Diameter	null	6
LARGENOZZLEDIAMETER	Double	8	Large Nozzle Diameter	null	4.5
SMALLNOZZLEDIAMETER	Double	8	Small Nozzle Diameter	null	2.5
OUTLETCONFIGURATION	Double	8	Outlet Configuration	null	3
SEATDIAMETER	Double	8	Seat Diameter	null	6
MANUFACTURER	String	25	Manufacturer	WS_HYD_MANUFACTURER	null
YEARMANUFACTURED	String	25	Manufacture Year	null	null
COLOR	String	25	Color	WS_HYD_COLOR	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	50	GPS_COMMENT	null	null

FeatureClassName WATER_MANHOLE_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	WS_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WS_SPATIALSOURCE_STD	GPS
SUBTYPE	String	25	SUBTYPE	WS_SUBTYPE	null
ACCESSDIAMETER	String	8	ACCESSDIAMETER	WS_ACCESSDIAMETER	32
GROUNDTYPE	String	20	GROUNDTYPE	WS_GROUNDTYPE	null
COVERMATERIAL	String	10	COVERMATERIAL	WS_COVERMATERIAL	null
COVERTYPE	String	8	COVERTYPE	WS_COVERTYPE	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

FeatureClassName WATER_VAULT_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
SUBTYPE	String	20	SUBTYPE	null	null
FEATUREOWNER	String	20	FEATUREOWNER	WS_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WS_SPATIALSOURCE_STD	GPS
SUB_TYPE	String	20	SUB_TYPE	WS_VAULT_SUB_TYPE	null
ADDRESS	String	50	ADDRESS	null	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	50	GPS_COMMENT	null	null

Domain:

WS_FEATUREOWNER

Description: TYPE OF SERVICE

Code	Name
COC	Chandler
GRIC	Gila River Indian Community
COG	Gilbert
GOULD	Gould
INTEL	Intel
COUNTY	Maricopa County
COM	Mesa
MICROCHIP	Microchip
MOTOROLA	Motorola
COP	Phoenix
PRIVATE	Private
SRP	SRP
SRVWUA	SRVWUA
COT	Tempe
UNKNOWN	UNKNOWN

Domain:

WS_SPATIALSOURCE_STD

Description: SPATIAL SOURCE

Code	Name
GPS	GPS

Domain:

WS_FITTING_TYPE

Description: FITTING TYPE

Code	Name
11B	11B
22B	22B
45B	45B
90B	90B
COUPLING	COUPLING

CROSS	CROSS
ENDCAP	ENDCAP
LINESTOP	LINESTOP
OTHER	OTHER
REDUCER	REDUCER
SADDLE	SADDLE
TAPPING SLEEVE	TAPPING SLEEVE
TEE	TEE
UNKNOWN	UNKNOWN
WYE	WYE

Domain:

WS_FITTING_BEND

Description: FITTING BEND

Code	Name
HORIZONTAL	HORIZONTAL
NONE	NONE
VERTICAL	VERTICAL

Domain:

WS_LIFECYCLESTATUS

Description: SYSTEM VALVE LIFECYCLE STATUS

Code	Name
ABANDONED	ABANDONED
ACTIVE	ACTIVE
FUTURE	FUTURE
INACTIVE	INACTIVE
REMOVED	REMOVED
UNKNOWN	UNKNOWN

Domain:

WS_SYSVAL_DIAM

Description: SYSTEM VALVE DIAMETER

Code	Name
2	2
3	3

4	4
6	6
8	8
10	10
12	12
16	16
20	20
24	24
30	30
36	36
42	42
48	48

Domain:

WS_SYSVAL_TYPE

Description: SYSTEM TYPE

Code	Name
ARV	ARV
BLOWOFF	BLOWOFF
STANDARD	STANDARD

Domain:

WS_SYSVAL_VALVETYPE

Description: SYSTEM VALVE TYPE

Code	Name
BALL	BALL
BUTTERFLY	BUTTERFLY
GATE	GATE
INSERTA	INSERTA
PIV	PIV
PLUG	PLUG
UNKNOWN	UNKNOWN

Domain:

WS_SYSVAL_FUNCTION

Description: SYSTEM VALVE FUNCTION

Code	Name
------	------

ARV	ARV
BACKFLOW	BACKFLOW
BYPASS	BYPASS
FDC	FDC
FIRELINE	FIRELINE
HYDRANT	HYDRANT
INLINE	INLINE
PUMPOUT	PUMPOUT
PUMPSTATION	PUMPSTATION
SERVICE	SERVICE
STUBOUT	STUBOUT
UNKNOWN	UNKNOWN
VAULT	VAULT
WPF	WPF
ZONE_SPLIT_VALVES	ZONE_SPLIT_VALVES

Domain:

WS_SYSVAL_GROUNDTYPE

Description: SYSTEM VALVE FUNCTION

Code	Name
ASPHALT	ASPHALT
CONCRETE	CONCRETE
LANDSCAPE	LANDSCAPE
UNKNOWN	UNKNOWN

Domain:

WS_HYD_MANUFACTURER

Description: HYDRANT MANUFACTURER

Code	Name
AMERICANDARLING	AMERICANDARLING
AVK	AVK
CLOW	CLOW
DRESSER	DRESSER
GREENBERG	GREENBERG
KENNEDY	KENNEDY
MUELLER	MUELLER
PACIFIC	PACIFIC
UNKNOWN	UNKNOWN

WATEROUS	WATEROUS
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Domain:

WS_MATERIAL

Description: MATERIAL

Code	Name
ABS	ABS
ACP	ACP
BRASS	BRASS
CIP	CIP
DIP	DIP
PCPP	PCPP
PE	PE
PVC	PVC
RCP	RCP
RPM	RPM
RTR	RTR
STL	STL
TRUSS	TRUSS
VCP	VCP

Domain:

WS_YES_NO

Description: YES OR NO

Code	Name
YES	YES
NO	NO

Domain:

WS_HYD_COLOR

Description: COLOR OF HYDRANT

Code	Name
BLACK/ALUMINUM	BLACK/ALUMINUM
BLACK/YELLOW	BLACK/YELLOW

GREEN	GREEN
RED	RED
RED/YELLOW	RED/YELLOW
UNKNOWN	UNKNOWN
WHITE	WHITE
YELLOW	YELLOW

Domain:

WS_SUBTYPE

Description: SUBTYPE OF MANHOLE

Code	Name
PUMPOUT STATION	PUMPOUT STATION
UNKNOWN	UNKNOWN
VALVE ACCESS	VALVE ACCESS

Domain:

WS_ACCESSDIAMETER

Description: ACCESS DIAMTER

Code	Name
22	22
24	24
26	26
28	28
30	30
32	32
38	38

Domain:

WS_GROUNDTYPE

Description: GROUND TYPE

Code	Name
ASPHALT	ASPHALT
CONCRETE	CONCRETE

DIRT	DIRT
UNKNOWN	UNKNOWN

Domain:

WS_COVERMATERIAL

Description: COVERMATERIAL

Code	Name
ALUMINUM	ALUMINUM
CASTIRON	CASTIRON
UNKNOWN	UNKNOWN

Domain:

WS_COVERTYPE

Description: COVER TYPE

Code	Name
BOLTED	BOLTED
SEALED	SEALED
UNKNOWN	UNKNOWN
VENTED	VENTED

Domain:

WS_VAULT_SUB_TYPE

Description: SUBTYPE OF VAULT

Code	Name
FIRELINE	FIRELINE
METER	METER
UNKNOWN	UNKNOWN
VALVE	VALVE

DATA DICTIONARY:
SEWER

FeatureClassName SEWER_MANHOLE_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	WW_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WW_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WW_SPATIALSOURCE	GPS
LID	String	20	LID	WW_MANHOLE_LID	null
TYPE	String	20	TYPE	null	null
COVER_MATERIAL	String	20	COVER_MATERIAL	null	null
COVER_HOLE	String	20	COVER_HOLE	null	null
COVER_SIZE	String	20	COVER_SIZE	null	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

FeatureClassName SEWER_CLEANOUT_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	WW_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WW_LIFECYCLESTATUS	null
LOCATIONDESCRIPTION	String	100	LOCATIONDESCRIPTION	null	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WW_SPATIALSOURCE	null
LID	String	20	LID	WW_SEWER_LID	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

FeatureClassName SEWER_FITTING_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	WW_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WW_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WW_SPATIALSOURCE	null
SIZE_	String	20	SIZE_	null	null
MATERIAL	String	20	MATERIAL	WW_MATERIAL	null
TYPE	String	30	TYPE	WW_FITTING_TYPE	null
BEND	String	20	BEND	WW_BEND	null
LOCATIONDESCRIPTION	String	100	LOCATIONDESCRIPTION	null	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

FeatureClassName SEWER_CONTROL_VALVE_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
TYPE	String	25	TYPE	null	null
FEATUREOWNER	String	20	FEATUREOWNER	null	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WW_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WW_SPATIALSOURCE	GPS
LOCATIONDESCRIPTION	String	100	LOCATIONDESCRIPTION	null	null
DIAMETER	String	8	DIAMETER	null	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

FeatureClassName SEWER_MISC_STRUCT_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
TYPE	String	25	TYPE	WW_TYPE	null
FEATUREOWNER	String	20	FEATUREOWNER	WW_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WW_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WW_SPATIALSOURCE	GPS
LOCATIONDESCRIPTION	String	100	LOCATIONDESCRIPTION	null	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

Domain: WW_FEATUREOWNER

Description: WASTEWATER FEATURE OWNER

Code	Name
COC	COC
PRIVATE	PRIVATE
CONTRACTOR	CONTRACTOR
TOG	TOG
UNKNOWN	UNKNOWN

Domain: WW_LIFECYCLESTATUS

Description: WASTEWATER FEATURE LIFECYCLESTATUS

Code	Name
ACTIVE	ACTIVE
FUTURE	FUTURE
PULLED	PULLED
INACTIVE	INACTIVE
UNKNOWN	UNKNOWN
ABANDONED	ABANDONED

Domain: WW_SPATIALSOURCE

Description: WASTEWATER FEATURE SPATIAL SOURCE

Code	Name
GPS	GPS

Domain: WW_TYPE

Description: WASTEWATER TYPE

Code	Name
DIVERSION	DIVERSION
JUNCTION	JUNCTION

Domain: WW_SEWER_LID

Description: WASTEWATER LID

Code	Name
OLD	OLD
NEW	NEW

Domain: WW_BEND

Description: WASTEWATER BEND

Code	Name
HORIZONTAL	HORIZONTAL
VERTICAL	VERTICAL
NONE	NONE

Domain: WW_MATERIAL

Description: WASTEWATER MATERIAL

Code	Name
ACP	ACP
CONCRETE	CONCRETE
DIP	DIP
HDPE	HDPE
MJDIP	MJDIP
PVC	PVC
PVC LINED VCP	PVC LINED VCP
RCP ABS	RCP ABS
STEEL ENCASED VCP	STEEL ENCASED VCP
TLOCKLINE LINE RCP	TLOCKLINE LINE RCP
UNKNOWN	UNKNOWN
VCP	VCP

Domain: WW_FITTING_TYPE

Description: WASTEWATER FITTING_TYPE

Code	Name
ARV	ARV
FLOW METER	FLOW METER
NO_FLOW_POINT	NO_FLOW_POINT
OTHER	OTHER
OWNERSHIP_CHANGE	OWNERSHIP_CHANGE
PLUG	PLUG
REDUCER	REDUCER
UNKNOWN	UNKNOWN

SECTION 01090

REFERENCE STANDARDS/ABBREVIATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section lists many of the construction industry organizations, professional and technical associations, societies and institutes, and government agencies issuing, promoting, or enforcing standards to which references may be made in the Contract Document, along with the abbreviations commonly used for those references. Also included are certain general requirements for the use of industry standards specified and for application of the standards in quality control.

1.2 USE OF REFERENCE STANDARDS

- A. Work specified by reference to the published standard or specification of a government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall conform to, or surpass the minimum standards of quality for materials and workmanship established by the designated standard or specification.
- B. Where so specified, products or workmanship shall also conform to the additional prescriptive or performance requirements included within the Contract Documents to establish a higher or more stringent standard of quality than that required by the referenced standard.
- C. Where the specific date or issue of the standard is not included with the reference to the standard, the edition, including all amendments published and available on the first published date of the Invitation to Bid, shall apply.
- D. Where two or more standards are specified to establish quality, the product, and workmanship shall conform to or surpass the requirements of both.
- E. In case of conflict between referenced standards, the more stringent shall apply.
- F. Where both a standard and a brand name are specified for a product in the Contract Document, the proprietary product named shall conform to or surpass the requirements of the specified reference standard. The listing of a trade name in a Contract Document shall not be construed a warranting that such product conforms to the respective reference standard.
- G. Copies of Standards:
 - 1. Copies of applicable referenced standards have not been bound in this Contract Document.

2. Where copies of standards are needed by the CONTRACTOR for superintendence and quality control of the Work, obtain a copy or copies directly from the publication source and maintain in an orderly manner at the job site, available to the CONTRACTOR'S personnel, subcontractors, OWNER, and ENGINEER.
3. Submittals: Submit for approval the requests to use products conforming to printed standards or publications with a different publication date from that effective under the Contract. Clearly indicate the changes in product or workmanship quality involved in the proposed change, if any, and reasons for the request.

1.3 ABBREVIATIONS

- A. Abbreviations for trade organizations and government agencies. The following is a list of construction industry organizations and government agencies to which references may be made in the Contract Document, with abbreviations used.

AA	Aluminum Association
AAMA	American Architectural Manufacturers Association
AAMA	Architectural Aluminum Manufacturers' Association
AASHTO	American Association of State Highway and Transportation Officials
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ADA	Americans With Disabilities Act
ADEQ	Arizona Department of Environmental Quality
ADHS	Arizona Department of Health Services
AFBMA	Anti-Friction Bearing Manufacturers' Association
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturers' Association
AHC	Architectural Hardware Consultant
AI	Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALS	American Lumber Standards
AMCA	Air Moving and Conditioning Association
AMG	Arizona Masonry Guild
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute

ARMA	Asphalt Roofing Manufacturers Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers' Institute
AWS	American Welding Society
AWSC	American Welding Society Code
AWI	Architectural Woodwork Institute
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers' Association
BIA	Brick Institute of America
CBMA	Certified Ballast Manufacturers' Association
CDA	Copper Development Association
CGA	Compressed Gas Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturer's Institute
CMAA	Crane Manufacturers' Association of America
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards
CSI	Construction Specifications Institute
CTI	Cooling Tower Institute
FGMA	Flat Glass Manufacturer's Association
FIA	Factory Insurance Association
FM	Factory Mutual
FS	Federal Specification
FTI	Facing Tile Institute
GA	Gypsum Association
HI	Hydraulic Institute
HMI	Hoist Manufacturers' Institute
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers' Association
IEEE	Institute of Electrical and Electronics Engineers, Inc.
IES	Illuminating Engineering Society

ISA	Instrument Society of America
JIC	Joint Industry Conferences of Hydraulic Manufacturers
LIA	Lead Industries Association
MAG	Maricopa Association of Governments
MIA	Marble Institute of America
MIA	Masonry Institute of America
MLMA	Metal Lath Manufacturers Association
MS	Military Specifications
MMA	Monorail Manufacturers' Association
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NKCA	National Kitchen Cabinet Association
NLMA	National Lumber Manufacturers' Association
NMWIA	National Mineral Wool Insulation Association
NTMA	National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers' Association
OECI	Overhead Electrical Crane Institute
OSHA	Occupational Safety and Health Administration (both Federal and State)
PCA	Portland Cement Association
PCI	Pre-cast Concrete Institute
PDI	Plumbing Drainage Institute
PEI	Porcelain Enamel Institute
PS	Product Standards Section - U.S. Department of Commerce
RLM	RLM Standards Institute, Inc.
RMA	Rubber Manufacturers' Association
SAE	Society of Automotive Engineers
SDI	Steel Deck Institute

SDI	Steel Door Institute
SIGMA	Sealed Insulating Glass Manufacturing Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
SWI	Steel Window Institute
TEMA	Tubular Exchanger Manufacturers' Association
TCA	Tile Council of America
TIMA	Thermal Insulation Manufacturers Association
TPI	Truss Plate Institute
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters' Laboratories, Inc.
USDA	United States Department of Agriculture
USPS	United States Postal Service
VI	Vermiculite Institute
WCLA	West Coast Lumberman's Association
WCLB	West Coast Lumber Bureau
WCLIB	West Coast Lumber Inspection Bureau
WIA	Woodwork Institute of Arizona
WPOA	Western Plumbing Officials Association
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01143

COORDINATION WITH OWNER'S OPERATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The intent of this Section is to provide CONTRACTOR a sequence to perform the Work in such a manner that continuous, uninterrupted access to the businesses is maintained operational throughout the construction period.
- B. The sequences of Work and Schedule of Completion are specified under Section 01010, Summary of Work.
- C. Except for the construction hours specified in this Section, CONTRACTOR'S means and methods shall be implemented such that the traffic lanes shall remain in continuous satisfactory operation during the entire construction period. Work shall be so scheduled and conducted by CONTRACTOR such that it shall not impede any hindrances to the public and businesses. In performing the Work shown and specified, CONTRACTOR shall plan and schedule the Work to meet both the constraints outlined in this Section and City of Chandler traffic control standards.
- D. Work not specifically covered in Section 01010, Summary of Work, or in the following paragraphs may, in general, subject to the operating requirements outlined in this Section.

1.2 OVERTIME

- A. All overtime work by CONTRACTOR necessary to conform to the requirements of this Section shall be performed by CONTRACTOR at no additional cost to the OWNER and shall be performed in accordance with the General Conditions. CONTRACTOR shall make no claims for extra compensation as a result thereof.
- B. PRODUCTS (NOT USED)

PART 2 - EXECUTION

2.1 COORDINATION DESCRIPTION

- A. No more than two (2) lanes shall be closed to traffic at any one time between 8:30 AM and 4:30 PM. No more than one (1) traffic lane shall be closed during peak hours. Contractor shall submit a construction schedule for approval by the OWNER.

B. Potable Piping Tie-In:

1. The CONTRACTOR shall prepare a plan with scheduling, means and methods, disinfection, and the proposed connections at each tie-in. The tie-in plans shall be approved by the OWNER 30 days prior to starting the first water lateral tie-in.
2. Work may occur at night or during the weekend to ensure minimal disruption to businesses.

C. Sewer Piping Tie-In:

1. CONTRACTOR shall coordinate all sewer bypass pumping operations with the City of Chandler per Section 02145, Diversion of Sewage Flow and Dewatering. The CONTRACTOR shall notify the OWNER 72 hours prior to bypassing the pipeline.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

- A. The CONTRACTOR shall include a completed transmittal form for all submittals. Transmittal forms will be furnished to CONTRACTOR by ENGINEER. Submittals shall be sent to the ENGINEER.

1.2 SECTION INCLUDES

- A. Shop Drawings.
- B. Material and Equipment Record.
- C. Samples.
- D. Daily reports.
- E. Testing results.
- F. Construction photographs.
- G. Record Drawings.

1.3 DATA REFERENCE SYMBOLS AND DESCRIPTIONS

- A. The submittal data required for Shop Drawings and operations manuals shall contain, but not necessarily be limited to, that data and material as defined by the coded legend set forth below. The submittal data required shall be as indicated and specified under various headings of the specifications.

LEGEND

DATA REFERENCE SYMBOLS AND DESCRIPTIONS

Symbol

Description

- | | |
|---|--|
| A | Letters of Certification of Compliance on materials, equipment, etc. |
| B | Samples. |

<u>Symbol</u>	<u>Description</u>
C	Final certified drawings showing outline dimensions, foundation layout or mounting information, and other pertinent dimensions.
D	Field erection instructions, assembly drawings and/or diagrams, detailed reference drawing lists, and lists of erection details.
E	Shop detail drawings showing individual sub-assemblies and fabricated pieces with material specifications and other applicable data.
F	Installation instructions, operating and/or service manuals, and all other data pertinent to operating or servicing the complete apparatus. Preventative maintenance instructions and recommended frequency.
G	General bulletins and catalog cuts describing complete apparatus including operating principles and fundamentals.
H	Service data sheets showing design performance, utility requirements, etc., as applicable to the specific duty for which the equipment is furnished.
I	Head capacity curves for pumps. Impeller size furnished and maximum size available shall be noted on these data sheets.
K	Curves and/or data for overall range of operation from minimum to maximum capacity or load, showing capacity or load, utilities motive medium required, total or incremental differential head, and other pertinent information applicable to the equipment or its component assemblies.
L	Materials of construction of all components.
M	Renewal parts list with diagrammatic or cross-section drawings showing part identification. Material analysis or trades designation for each significant part is to be noted on parts lists or on a separate sheet.
N	Stuffing box sizes; packing sizes; specifications and arrangement; and mechanical seal details, specifications, etc., if furnished in equipment.
O	Bearing manufacturer's standard identification and/or interchangeable number for all anti-friction bearings in the equipment proper and its accessory items.
P	Material gradation, design mix, job mix formula, and/or material analysis.

1.4 SHOP DRAWINGS

- A. The CONTRACTOR shall submit Shop Drawings for the equipment and materials specified herein. CONTRACTOR shall submit the shop drawings online via “Newforma”. The shop drawings shall be addressed to (Brandy.Nixon@wilson-engineers.com). Text shall be in electronic ASCII format. Drawings and figures shall be in AutoCAD “.dwg”, or bitmap “.bmp,” tiff “.tiff,” jpeg “.jpg,” gif “.gif,” or pdf “.pdf” format.
- B. ENGINEER shall return electronic Shop Drawings to CONTRACTOR within 14 calendar days of receipt by ENGINEER.
- C. The CONTRACTOR may request submittals be reviewed up to two times for each equipment or construction material item, regardless of manufacturer or supplier, by the ENGINEER.
- D. Each Shop Drawing submittal shall include an electronic copy of the relevant Specification Section. Each and every paragraph of the Specification Section shall be clearly marked to indicate whether the requirements for equipment and/or services in the Specification Section are met. If clarifications are needed to any of the paragraphs in the Specification Section, they shall be addressed next to the paragraph or in an attached letter as such and explained further with any additional information necessary. If any exceptions and/or deviations are proposed to any of the Specifications, they shall be clearly noted as such in the submittal, and an explanation of any deviation and/or exception shall be provided. The CONTRACTOR shall furnish equipment and/or services as specified if an exception and/or deviation is rejected.
- E. The CONTRACTOR will be held responsible for any delay in progress of the Work due to resubmittal of Shop Drawings. Time for completion of the Contract will not be extended due to CONTRACTOR’s failure to promptly submit complete and acceptable Shop Drawings, product data and samples.
- F. Do not execute Work required by Shop Drawings until accepted Shop Drawings are received from ENGINEER.
- G. Before submitting Shop Drawings for review, CONTRACTOR shall check Shop Drawings for accuracy, ascertain that all Work contiguous with and having bearing on other Work shown on Shop Drawings is accurately drawn, and that Work shown is in conformity with Contract requirements. The CONTRACTOR is responsible for all submittals from subcontractors and suppliers.

- H. All such Drawings and details, when submitted, must bear the stamp of approval of CONTRACTOR, bearing checked data, as evidence that such Drawings and details have been checked by the CONTRACTOR. Said "stamp" shall clearly state that the CONTRACTOR has checked the Drawings by providing signature certification. Any Drawings submitted without such executed stamp of approval, or whenever it is evident (despite the stamp) that the Drawings have not been checked, they will be returned to the CONTRACTOR for resubmission and will not be considered. In such event, it will be deemed that CONTRACTOR has not complied with this provision and the CONTRACTOR shall bear risk of all delays to the same extent as if no Drawings or details had been submitted.
- I. The CONTRACTOR shall prepare composite Drawings and installation layouts, when required to solve tight field conditions. Such Drawings shall consist of dimensioned plans and elevations, and must give complete information particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc. These composite drawings and installation layouts shall be coordinated in the field by the CONTRACTOR and his subcontractors for proper relationship to the Work of other trades, based on field conditions, and shall be checked and approved by them before submission to the ENGINEER for his final review. The CONTRACTOR shall have competent technical personnel readily available for such coordinating and checking, as well as for supervision of field installation of Work as per the Drawings and installation layouts, which have been previously determined by him to be correct and carry the ENGINEER'S review stamp.
- J. Submission of Shop Drawings (in either original submission or when resubmitted with corrections) constitute evidence that the CONTRACTOR has checked all information thereon, and that he accepts and is willing to perform the Work as shown in a workmanlike manner and in accordance with best standard practice.
- K. Cost of any changes in construction due to improper checking and coordination by the CONTRACTOR shall be paid for by the CONTRACTOR, and the CONTRACTOR shall be responsible for all additional costs, including coordination.
- L. Shop Drawings shall clearly delineate the following information:
 - 1. ENGINEER'S name and Project number, Project name and address.
 - 2. Drawing title, number, date, and scale.
 - 3. Names of CONTRACTOR, subcontractor, and fabricator.
 - 4. Letters of Certification of Compliance
 - 5. Working and erection dimensions.
 - 6. Arrangements and sectional views.
 - 7. Necessary details, including complete information for making connections with other Work.
 - 8. Kinds of materials and finishes.

- 9. Show descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Use same reference identification as shown on Contract Drawings.
- M. The ENGINEER shall provide the CONTRACTOR with a form to accompany the Shop Drawings.
- N. If Shop Drawings show variations from Contract Documents because of standard shop practice or other reasons, make specific mention of such variations in the transmittal form.
- O. Shop Drawings review will be general. It shall not relieve the CONTRACTOR of responsibility for accuracy of such Shop Drawings, nor proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. Shop Drawings review shall not be construed as approving departures from Contract Documents.
- P. Review of Shop Drawings and schedules shall not relieve the CONTRACTOR from responsibility for any violation indicated on such Drawings or schedules of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards or other authorities or utilities having jurisdiction.
- Q. When product data, consisting of manufacturer's printed literature, is required to be submitted to ENGINEER, it shall be submitted in original form. Any fading type of reproduction will not be accepted.

1.5 CONSTRUCTION PHOTOGRAPHS

- A. Per City of Chandler Contract Requirements.

1.6 TESTING RESULTS

- A. CONTRACTOR shall furnish to ENGINEER copies of all testing results for all tests required in the Specifications.

1.7 RECORD DRAWINGS

- A. Per Section 01700, Contract Closeout. CONTRACTOR shall update Record Drawings whenever a change occurs and shall be made available for review by ENGINEER with the pay application. Failure of CONTRACTOR to maintain updated Record Drawings shall be justification for refusal of Pay Application.

1.8 ALL ADDITIONAL SUBMITTALS

- A. As required by the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Section 01300, Submittals.

1.2 QUALIFICATIONS

- A. Installation of materials and equipment shall be performed in a workman like manner by mechanics skilled in their particular trade.

1.3 REGULATORY REQUIREMENTS

- A. Unless indicated or specified otherwise, all materials and workmanship for the mechanical trades shall conform to the editions of the various standards, codes, manuals, and Specifications in effect on the date of advertisement for bids.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY

- A. Tasks listed under this Section shall be completed prior to Contract closeout and approval of the CONTRACTOR'S final pay request.

1.2 RELATED SECTIONS

- A. Section 01300, Submittals.

1.3 CONTRACT CLOSEOUT SUBMITTALS

- A. The following documents are to be submitted as specified to the ENGINEER prior to approval of the CONTRACTOR'S final pay request:
 - 1. Record Drawings shall be furnished by the CONTRACTOR. One set of bluelines annotated to show all changes shall be delivered by the CONTRACTOR to the ENGINEER. The Record Drawings shall reflect all changes made by Change Order, addenda, field order, Work directive, and any other changes made and approved during the course of the Work.
 - 2. Certification of Final Completion.
 - 3. Evidence of Payment and Release of Labor and Material Liens as outlined in the Conditions of the Contract. Affidavit of Settlement of Claims shall be furnished by the CONTRACTOR and all subcontractors.
 - 4. Release of claims as outlined in the conditions of the Contract.
 - 5. Evidence of Compliance with Requirements of Governing Authorities, including Certificate of Occupancy and Certificates of Inspection.

1.4 SITE CONDITIONS

- A. Prior to approval of the CONTRACTOR'S final pay request, and after Work has been completed, the CONTRACTOR shall dispose of all waste material and conduct final cleaning of completed work as specified in Section 01710, Cleaning.
- B. All areas shall be restored to a condition equal to or better than the original.
- C. Site grading shall be performed to the lines and grades as shown or conforming to adjacent contours.

1.5 MAINTENANCE AND GUARANTEE

- A. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in the General Conditions.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair Work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair Work, unless the CONTRACTOR shall have obtained a statement in writing from the affected private owner or public agency releasing the CONTRACTOR from further responsibility in connection with such repair or resurfacing.
- C. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such repairs or replacements promptly, the OWNER reserves the right to do the Work and the CONTRACTOR and his surety shall be liable to the OWNER for the cost thereof.

1.6 BOND

- A. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Paragraph 1.5, above, and the General Conditions.

1.7 RE-INSPECTION FEES

- A. Should CONTRACTOR fail to complete and correct punch list items such that additional inspections are required by ENGINEER, CONTRACTOR shall pay ENGINEER'S standard rates per person per hour for ENGINEER'S additional services. If CONTRACTOR has any questions with regard to any items on punch list, he shall request clarification before final inspection.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01710

CLEANING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section outlines requirements for cleaning of the Project Work. This Section is complementary to the General Conditions and nothing herein shall be considered to waive any requirements of the General Conditions.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. Safety and Insurance Standards: Maintain Project in accordance with the following safety and insurance standards:
 - 1. State Industrial Commission of Arizona (OSHA).
- B. Fire Protection: Store volatile waste in covered metal containers and remove from premises daily.
- C. Pollution Control: Conduct cleanup and disposal operations to comply with local ordinances and anti-pollution laws. Burning or burying of rubbish and waste material on the Project site is not permitted. Disposal of volatile fluid waste (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer systems or into streams or waterways is not permitted.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

- A. During the construction period, the material to be used in the Work shall be kept in an orderly manner, neatly stacked or piled.
- B. Clean up frequently (at least weekly) all refuse, rubbish, scrap materials, and debris caused by operations, to the end that at all times the site of the Work shall present a neat, orderly, and workmanlike appearance. Sprinkle dusty debris with water.
- C. Provide for the disposal of all waste products, trash, debris, etc., and make necessary arrangement for legal disposal of same off the site. Never throw

rubbish from windows or other parts of building. Lower waste materials in a controlled manner with as few handling as possible.

- D. Remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from operations and put the site in a neat, orderly condition.
- E. Remove carpentry nails, pieces of rebar, pieces of cut metal, metal strapping, and pieces of wood. Wire (bare or insulated), shall also be recovered from the ground at the end of each day.
- F. General contractor shall provide trash gondolas or containers for use by all trades.

3.2 FINAL CLEANING

- A. Use experienced workmen or professional cleaners for final cleaning. Provide adequate ventilation during use of volatile or noxious substances.
- B. All existing improvements, inside or outside the property that are disturbed, damaged, or destroyed by the Work under the Contract, shall be restored to the condition in which they originally were, or to the satisfaction of the OWNER.
- C. CONTRACTOR shall clean all sidewalks by power washing to remove tire trend marks.

END OF SECTION

SECTION 02100
SITE PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Prepare the construction site for new construction.

1.2 SECTION INCLUDES

- A. Protection of certain existing trees and vegetation.
- B. Clearing and grubbing.
- C. Removing below grade improvements (including stumps).
- D. Installing and maintaining barricades and warning signs.
- E. All other miscellaneous items of Work required to complete the site preparation.

1.3 RELATED SECTIONS

- A. Section 02200, Earthwork.

1.4 PROJECT CONDITIONS

- A. Traffic: Conduct site-clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protection as necessary to prevent damage to existing improvements indicated to remain in place.
 - 1. Protect improvements on adjoining properties and OWNER'S property.
 - 2. Restore damaged improvements to their original or better condition, as acceptable to OWNER.
- C. Protection of Existing Trees and Vegetation:
 - 1. Existing vegetation in the field not scheduled for removal shall be undisturbed by the CONTRACTOR. The CONTRACTOR shall NOT remove from the site any plants unless specifically approved by the ENGINEER.
 - 2. Protect existing trees and vegetation indicated to remain against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated

materials within drip line, excess foot or vehicular traffic or parking of vehicles within the drip line. Prior to initiating site clearing activities, the CONTRACTOR shall mark the limits of the disturbance areas either by placing lime, flags, or survey stakes at the limits shown on the Plans.

3. Do not destroy vegetation which may be naturally located in the periphery of proposed disturbed areas (within a zone \pm 5 feet from the limits of construction). The ENGINEER shall be notified if existing plants are located within the fringes of the construction limits. The ENGINEER shall issue instructions at that time.
 4. Adjustments may be made in the limits of construction to protect the affected plants based on a field review of the staked limits. The adjusted construction limits shall be considered the permanent construction limits for the duration of the Project. If the ENGINEER recommends that construction limits be adjusted to preserve existing plants, the CONTRACTOR, at his own option, may elect to clear the subject vegetation and revegetate with like-kind size and species as required herein and by Landscape Drawings at no additional cost to the OWNER. The CONTRACTOR shall be entirely responsible for removal, storage, and replanting of such vegetation in accordance with City's Landscape Design of Right-of-Way, medians, and retention basin Technical Design Manual no. 8.
 5. During the course of the Work the CONTRACTOR shall:
 - a. Water trees, shrubs, and other vegetation to remain within limits of Contract Work as required to maintain their health during the course of construction operations at no additional cost to the OWNER.
 - b. Provide protection for roots over 1-1/2-inches in diameter that are cut during construction operations. Temporarily cover exposed roots with wet burlap to prevent the roots from drying out; cover with earth as soon as possible.
 - c. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations in a manner acceptable to the ENGINEER.
 - d. Trees to be protected in place shall not be pruned unless limbs are damaged, or at the direction of the ENGINEER. Employ a licensed arborist to repair damaged trees and shrubs. Replace trees that cannot be repaired and restored to full growth status, as determined by the arborist.
 - e. Trees may be pruned for routing maintenance during construction with ENGINEER'S approval at no additional cost to the OWNER.
- D. Provide a temporary construction fence/barrier to protect trees and vegetation at the limits reviewed and approved by the ENGINEER. The barrier shall be installed and remain in place for the duration of the Project or as directed by the ENGINEER.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fencing: Any fencing removed as obstructions shall be restored to match existing with property OWNER's approval/acceptance.
- B. Barricades, warning signs, and related equipment shall be placed as required.
- C. Tree Protection Fence/Barrier: Shall be a commercially available product acceptable to the ENGINEER for its intended purpose. The barrier shall be similar to a nylon woven material or woven wire fence such as TENAX Nordic Snow Fence, or approved equal, with approved stakes approximately 36-inches in height. Submit material sample and Shop Drawings for barrier installation to the ENGINEER for approval prior to use.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Site Clearing
 - 1. General: Remove trees, shrubs, grass and other vegetation, improvements or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.
 - a. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 - 2. Clearing and Grubbing: Within the limits of Work, clear site of trees, shrubs and other material, except for those indicated to be left standing.
 - a. Completely remove stumps, roots, and other debris protruding through the ground surface. Stump removal and backfilling of holes is required for trees indicated on the Plans to be removed.
 - b. Use only hand methods for grubbing inside drip line of trees indicated to remain.
 - c. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - d. Place fill material in horizontal layers not exceeding 6-inches loose depth, and thoroughly compact each layer to a density equal to adjacent original ground.
 - 3. Disposal of Waste Material:
 - a. Burning on OWNER'S Property: Burning is not permitted on OWNER'S property.
 - b. Removal from OWNER'S Property: Remove waste materials from OWNER'S property at no additional cost to the Project.

4. All miscellaneous items not specifically mentioned or designated on the Drawings as removal items, but required for the completion of the Work, shall be removed. All such items removed shall be hauled from the site.
- B. Barricades and Warning Signs:
1. Construction sites shall be properly barricaded with appropriate warning signs affixed to prevent unauthorized access to the construction site.

END OF SECTION

SECTION 02145

DIVERSION OF SEWAGE FLOW AND DEWATERING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. This Section provides minimum requirements for temporary bypass pump station and dewatering of sewers as required to completing work and prior to acceptance.

B. Requirements:

1. CONTRACTOR shall provide all labor, materials, equipment, and supervision to temporarily bypass pump sewage flow around the CONTRACTOR'S Work and to dewater the pipeline for removal. The bypass strategy shall maintain flow to prevent wastewater backup into the City's sewage collection system or discharge to the environment.
2. The actual design of the bypass arrangement shall be prepared by the CONTRACTOR, and shall be submitted to the OWNER and ENGINEER for review. Means and methods of accomplishing the bypassing shall be the responsibility of the CONTRACTOR.
3. The CONTRACTOR shall have the entire bypassing system in place and tested before bypassing any sewage.
4. The CONTRACTOR shall notify the OWNER 72 hours prior to bypassing the pipeline. The wastewater levels shall be continuously monitored by the CONTRACTOR.
5. CONTRACTOR is responsible for immediate and proper cleanup should any spill occur, regardless of amount.
6. CONTRACTOR shall connect bypass piping to the existing collection system and utilize temporary pumps and control equipment.
7. CONTRACTOR shall utilize a pumping system with 100% back-up capability. In the event a pump shall fail, an alternate equally sized pump shall be ready to be utilized immediately. This requires the alternate pump(s) to be connected to the forcemain system.
8. The forcemain system shall include a 100% redundant pipeline for use should the primary forcemain fail during operation. The redundant pipeline shall be equally sized to accommodate 100% of the pumped flow. The redundant pipeline shall be connected to the forcemain system and include a number of valves to be actuated to allow it to operate immediately. The forcemains shall be sized with a velocity of less than 5 feet per second.
9. CONTRACTOR shall coordinate operation of temporary bypass pump station with authorized City of Chandler personnel. CONTRACTOR shall

not operate any equipment in or about temporary bypass pump station without prior written consent from OWNER and copied to ENGINEER.

10. Bypass pump operation shall include a lighting system at the bypass pump operation and the forcemain discharge. The lighting system shall be gas operated.
11. CONTRACTOR shall provide qualified personnel, at a minimum two (2), on-site 24 hours per day to maintain the bypass pumps and pipeline.
12. CONTRACTOR shall continuously monitor hydrogen sulfide concentrations at the suction side of the bypass pump operation and the forcemain discharge. CONTRACTOR shall provide temporary covering at each location to minimize hydrogen sulfide releases. This may include providing and installing a temporary odor control system as determined by the OWNER.
13. CONTRACTOR shall provide, install, and maintain safety signs as determined by the OWNER. CONTRACTOR shall plan for at least 20 signs measuring 14-inches by 10-inches. Signs shall be installed prior to testing the bypass pumping system.

C. Experience:

1. CONTRACTOR shall utilize staff and/or a subcontractor that has been directly responsible for the bypass pumping of sewage flows during the completion of a similar pipeline project.

1.2 SUBMITTALS

A. Provide a detailed plan for the bypass pump operation. The plan shall include the following items:

1. Detailed layout of the temporary pumping system. Include layouts of the pump station and forcemain. The layout shall include all redundant pumps and forcemains.
2. Pump suction piping size and layout.
3. Pump equipment data sheets. Data sheets shall include a system head curve along with a pump curve to verify its operating point. The system head curve calculations shall be developed by the CONTRACTOR and be included within the submittal for review.
4. Forcemain diameter and material data sheets.
5. Forcemain sizing calculations.
6. Detailed list of personnel to be utilized for the bypass pump operation. The list shall also include the local supplier of the by-pass pumps and forcemains.
7. Detailed list of additional parts and equipment to be placed at the site should the system not operate as intended.
8. Additional temporary measures that are planned to be supplied to ensure safe and reliable bypass pump operation.
9. Detailed list of items and methods utilized to repair or replace items damaged or modified due to the by-pass pump operation.

- B. The plan shall include a detailed daily schedule and a list of daily activities that will be completed before, during, and after the bypass operation. Include all personnel that are planned to work on the pipeline and the bypass pump operation.
- C. Provide an emergency contact list for all of the personnel to be at the site. Include all of the OWNER's and ENGINEER's personnel. Once the emergency contact list is finalized, three (3) copies shall be printed, laminated, and placed at locations along the bypass pump operation as determined by the OWNER.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. CONTRACTOR shall provide temporary piping, fittings, conduits, and all other equipment to bypass sewer flow around the CONTRACTOR'S Work as required. CONTRACTOR shall furnish all necessary labor supervision to set up and operate the pumping system. Equipment shall be equipped with sound attenuation devices to keep noise level within limits specified in the City of Chandler Codes or stated in the Contract Documents. Bypass shall be of adequate capacity and size to handle the required flows.
- B. Bypass piping shall be polyethylene pipe with Standard PE Code Designation PE3408 as defined in AWWA C906, have a minimum Cell Classification of PE 334434C as defined in ASTM D3350, and designed using Hydrostatic Design Basis of 1,600 psi as specified in ASTM D2837. The physical properties of the polyethylene pipe shall have minimum test values as specified in ASTM D3350. Properties shall be substantiated with test data.
- C. The polyethylene shall be designed by CONTRACTOR in accordance with the procedures of AWWA Design Manual M55, applicable MAG standards and these Specifications. All material properties used in design calculations shall be long-term (time-corrected) values. CONTRACTOR shall be familiarized with site conditions when preparing the pipe design.
- D. CONTRACTOR shall calculate the required minimum wall thickness using the following parameters:
 - 1. Modulus of Soil Reaction: $E's = 500$ psi (fully deteriorated).
 - 2. Unit Weight of Soil: $w = 140$ pcf.
 - 3. Vacuum Pressure: $PV = 14.7$ psi.
 - 4. Ground Water Depth Above Invert: $h = 4$ feet.
 - 5. Live Loads: AASHTO H-20.
 - 6. Safety Factor: $N = 2.0$.
 - 7. Internal Operating Temperature (Design): $T_n = 24^{\circ} C$ to $33^{\circ} C$.
 - 8. Minimum Depth of Cover: $d = 2$ feet.
 - 9. Maximum Depth of Cover: $d = 10$ feet.

10. Poisson's Ratio for Long Term Loading: $m = 0.45$.
 11. Bedding Constant: $K = 0.1$.
 12. Time Lag Factor: $TL = 1.5$.
 13. Long Term Apparent Modulus of Elasticity: $E = 23,000$ psi.
 14. Working Pressure: $P = 110$ psi.
 15. Test Pressure: $P = 150$ psi.
 16. Ovality Compensation Factor: $f_0 = 0.5$.
 17. Recurrent Surge Velocity: $DVRS = 2.9$ ft./sec.
 18. Occasional Surge Velocity: $DVOS = 6.2$ ft./sec.
 19. Bulk Modulus of Water: $K = 300,000$ psi.
 20. Effective Modulus of Pipe Material: $E_d = 150,000$ psi.
 21. Design Factor for use in AWWA M55 eq 4-1: $DF = 0.5$.
 22. Allowable Deflection: As described in AWWA M55, Table 5-11.
- E. CONTRACTOR shall maintain on-site sufficient equipment and materials to ensure continuous and successful operation of the bypass and dewatering systems. The CONTRACTOR shall maintain on-site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, and other parts or system hardware to ensure immediate repair or modification of any part of the system as necessary.
- F. All equipment shall be placed on a new plastic tarp, adequately sized, and bermed to protect against gasoline, oil, and hydraulic fluid spills.

PART 3 - EXECUTION

3.1 PROTECTION

- A. In areas where flows are bypassed, all bypass flow shall be discharged to a downstream sanitary sewer manhole following a bypass plan approved by the OWNER and ENGINEER. No bypassing to ground surface receiving waters, canals, storm drains, or bypassing which results in groundwater contamination or potential health hazards shall be permitted in accordance with the General Conditions.

3.2 DAMAGES

- A. The CONTRACTOR shall repair, without cost to OWNER, any damage that may result from his negligence, inadequate or improper mechanical or electrical failures.

END OF SECTION

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. This Section covers excavating, trenching, backfilling, and grading as indicated on the Project Drawings, together with all incidental Work in connection therewith, including subgrade preparation and restoration, legally disposing of surplus and waste materials, and final site grading. Areas disturbed by construction shall be graded and excavated or filled in such a manner that completed items will conform to lines, grades, and elevations of surrounding area. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Subbase course for walks and pavements.
 - 2. Excavating and backfilling trenches within building lines.
 - 3. Excavating and backfilling for underground mechanical and electrical utilities and appurtenances.
 - 4. Placing on-site fill material.
- B. Related Section: The following Section contains requirements that relate to this Section.
 - 1. Section 02100, Site Preparation.

1.3 DEFINITIONS

- A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.
- B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- C. Borrow: Soil material obtained off site when sufficient approved soil material is not available from excavations.
- D. Subbase Course: The layer placed between the subgrade and base course in a paving system or the layer placed between the subgrade and surface of a pavement or walk.

- E. Base Course: The layer placed between the subbase and surface pavement in a paving system.
- F. Capillary Water Barrier: Course of clean sand or washed granular material placed above a water barrier sheet supporting interior concrete slab-on-grade placed to cut off upward capillary flow of pore water.
- G. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the ENGINEER. Unauthorized excavation, as well as remedial Work directed by the ENGINEER, shall be at the CONTRACTOR'S expense.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.
- I. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

1.4 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Samples of the following:
 - 1. 60 lb. representative samples of each proposed fill and backfill soil material from on-site or borrow sources.
- C. Test Reports: In addition to test reports required under field quality control, submit the following:
 - 1. Laboratory analysis of each soil material proposed for fill and backfill from on-site and borrow sources.
 - 2. One optimum moisture-maximum density curve for each soil material.
- D. Each Shop Drawing submittal shall include a copy of the relevant Specification Section. Each and every paragraph of the Specification Section shall be clearly marked to indicate whether the requirements for equipment and/or services in the Specification Section are met. If clarifications are needed to any of the paragraphs in the Specification Section, they shall be addressed next to the paragraph or in an attached letter as such and explained further with any additional information necessary. If any exceptions and/or deviations are proposed to any of the Specifications, they shall be clearly noted as such in the submittal, and an explanation of any deviation and/or exception shall be provided. The CONTRACTOR shall furnish equipment and/or services as specified if an exception and/or deviation is rejected.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction.
- B. Pre-installation Conference: Before commencing earthwork, meet with representatives of the governing authorities, OWNER, ENGINEER, consultants, Geotechnical Engineer, independent testing agency, and other concerned entities. Review earthwork procedures and responsibilities including testing and inspection procedures and requirements. Notify participants at least three working days prior to convening conference. Record discussions and agreements and furnish a copy to each participant.
- C. Soils Testing Service: CONTRACTOR shall employ, at his own expense, an independent testing agency, certified in the State of Arizona, to perform all testing services as specified herein. Selection of a testing agency is subject to ENGINEER'S approval. Submit a written description of proposed soils testing agency giving qualifications of personnel, equipment, and other information which may be requested by ENGINEER.

1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the OWNER or others except when permitted in writing by the ENGINEER and then only after acceptable temporary utility services have been provided.
 - 1. Provide a minimum 48 hours' notice to the ENGINEER and receive written notice to proceed before interrupting any utility.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide approved borrow soil materials from offsite when sufficient approved soil materials are not available from excavations.
- B. Site Soils: The granular site soils may be used as fill in all areas of the site. The clayey site soils shall not be used as subsurface wall or retaining wall backfill. The clayey sand site soils may be used in all other areas provided these soils are placed and compacted at moisture contents at or above optimum in exterior slab and facility areas. All materials shall be free of organics, debris, and rubble.
- C. Imported Soils: Additional fill required shall be imported soils meeting the following requirements:
 - 1. Maximum Particle Size: 3-inches.

2. Maximum Swell Potential: 1.5% based on a sample which is remolded to 95% of the ASTM D698 maximum dry density at a moisture content of 2% below optimum placed under a surcharge of 100 psf and wetted.
 3. Maximum Percent Passing No. 200 Sieve: 40.
 4. Corrosion Potential: Sulfate Content (ARIZ 733) = 1,000 ppm (max), Chloride Content (ARIZ 733) = 500 ppm (max).
- D. Backfill and Fill Materials: As shown in the Drawings.
- E. Subbase and Base Material: Maricopa Association of Governments (MAG) Specification Section 702 for Select (Subbase) Type A or B and aggregate base (Base).
- F. Engineered Fill: Site soils as describe above subbase or base materials or aggregate base course (ABC) according to MAG Standard Specification Section 702.
- G. Bedding Material: Subbase or base materials with 100% passing a 1-inch sieve and not more than 8% passing a No. 200 sieve.
1. If on-site material can be used as bedding material, the CONTRACTOR shall take necessary steps to separate the suitable bedding material from the sandy clay and sandy silt found on site. The bedding material must meet all requirements of this Specifications Document and MAG Standard Specification Section 601.
 2. If on-site material does not meet the bedding material requirements, the CONTRACTOR shall supply the specified bedding material at no additional cost to the OWNER.
- H. Capillary Water Barrier:
1. Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D448, coarse aggregate Grading Size 57, with 100% passing a 1-1/2-inch sieve and not more than 5% passing a No. 8 sieve.
 2. Clean, washed natural or manufactured, non-plastic sand.
 3. Either of the above soil materials.
- I. Filtering Material: Evenly graded mixture of natural or crushed gravel or crushed stone and natural sand, with 100% passing a 1-1/2-inch sieve and 0% to 5% passing a No. 50 sieve.
- J. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6-inches wide and 4 mils thick, continuously inscribed with a description of the utility.

1. Tape Colors: Provide tape colors to utilities as follows:
 - a. Red: Electric.
 - b. Yellow: Gas, oil, steam, and dangerous materials.
 - c. Orange: Telephone and other communications.
 - d. Blue: Water systems.
 - e. Green: Sewer systems.
 - f. Purple: Reclaimed Water

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- B. Provide erosion control measures following the most current City of Chandler Standards to prevent erosion or displacement of soils and discharge of soil-bearing water runoff per the National Discharge Elimination System (NPDES) or airborne dust to adjacent properties and walkways.
- C. Tree protection as specified on the Drawings.

3.2 DEWATERING

- A. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

3.3 EXCAVATION

- A. Explosives: Do not use explosives.
- B. Unclassified Excavation: Excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered.
- C. Classified Excavation: Excavation is classified and includes excavation to required subgrade elevations. Excavation will be classified as earth excavation or rock excavation as follows:
 1. Earth excavation includes excavation of obstructions visible on surface; underground structures, utilities, and other items not indicated that we are required to be demolished and removed; together with soil and other

materials encountered that are not classified as rock or unauthorized excavation.

- a. Intermittent drilling, blasting, or ripping to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.
- B. Pavement excavation, backfilling and compaction shall be as specified in MAG Section 205.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated slopes, lines, depths, and invert elevations.
- B. Trench excavation, backfilling and compaction shall be as specified in MAG Section 601.

3.6 APPROVAL OF SUBGRADE

- A. Notify the ENGINEER when excavations have reached required subgrade.
- B. When the ENGINEER determines that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
 1. Unforeseen additional excavation and replacement material will be paid according to the Contract provisions for changes in Work.
- C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the ENGINEER.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending indicated bottom elevation of concrete foundation or footing to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position when acceptable to the ENGINEER.
 1. Fill unauthorized excavations under other construction as directed by the ENGINEER.
- B. Where indicated widths of utility trenches are exceeded, provide stronger pipe which may require higher strength pipe than specified or different pipe material depending on the limits of unauthorized excavation. Special installation procedures maybe required by the ENGINEER.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

- A. Backfill excavations promptly, but not before completing the following:
 - 1. Acceptance of construction below finish grade including, where applicable, damp proofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing, inspecting, and approval of underground utilities.
 - 4. Concrete formwork removal.
 - 5. Removal of trash and debris from excavation.
 - 6. Removal of temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Structural Backfill:
 - 1. General Structural Fill: Backfill with on-site material and compact to a uniform minimum density of 95% of the maximum density as determined by ASTM D698. Additional backfill material shall be added if required. Fill material should be free from vegetation, debris, and deleterious material, and should contain no particles larger than 6-inches in dimension. The plasticity index shall not exceed 18 as determined by ASTM D4318. Fill shall be placed in lifts no more than 8-inches and compacted to a minimum of 95% of maximum dry density as determined by ASTM D698. Moisture content during compaction shall be maintained within $\pm 2\%$ of the optimum moisture content, as determined by ASTM D698.
 - 2. CONTRACTOR may utilize $\frac{1}{2}$ sack CLSM for backfill per MAG Section 604.

3.10 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on rock and other unyielding bearing surfaces and to fill unauthorized excavations. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Concrete backfill trenches that carry below or pass under footings and that are excavated within 18-inches of footings. Place concrete to level of bottom of footings.

- C. Provide 4-inch thick concrete base slab support for piping or conduit less than 2 feet 6-inches below surface of roadways. After installation and testing, completely encase piping or conduit in a minimum of 4-inch of concrete before backfilling or placing roadway sub-base.
- D. Place and compact initial backfill of satisfactory soil material or sub-base material, free of particles larger than 1-inch, to a height of 12-inches over the utility pipe or conduit.
 - 1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- E. Coordinate backfilling with utilities testing.
- F. Fill voids with approved backfill materials as shoring and bracing, and sheeting is removed.
- G. Place and compact final backfill of satisfactory soil material to final subgrade.
- H. Install warning tape directly above utilities, 12-inches below finished grade, except 6-inches below subgrade under pavements and slabs.

3.11 SUBSURFACE DRAINAGE BACKFILL

- A. Subsurface Drain: Place a layer of filter fabric around perimeter of drainage trench or at footing, as indicated. Place a 6-inch compacted course of filtering material on filter fabric to support drainage pipe. After installing and testing, encase drainage pipe in a minimum of 6-inches of compacted filtering material and wrap in filter fabric, overlapping edges at least 6-inches.
- B. Drainage Backfill: Place and compact drainage backfill of filtering material over subsurface drain, in width indicated, to within 12-inches of final subgrade. Overlay drainage backfill with one layer of filter fabric, overlapping edges at least 6-inches.
- C. Impervious Fill: Place and compact impervious fill material over drainage backfill to final subgrade.

3.12 FILL

- A. The following apply to the areas within and extending 5 feet beyond the footprint of the facilities and exterior slabs.
 - 1. Clear and grub the site by removing and disposing of all vegetation, debris, rubble, and remnants of former developments.
 - 2. Strip the area of all stockpiled fill zones, loose backfill zones, and unstable soils. During stripping observe the surface for evidence of buried debris, vegetation or disturbed materials that shall require additional removal. If

encountered, these materials should be removed. Areas steeper than 5H to 1V shall be benched and any depressions widened to accommodate compaction equipment.

3. Prepare the ground surface in fill areas and in areas cut to grade by scarifying, moisture conditioning and compacting the exposed surface soils to a depth of 8-inches.
 4. Moisture condition and place all fill and backfill materials to achieve specified grades. Fill materials shall be moisture conditioned, placed, and compacted in horizontal lifts.
- B. Place fill material in layers to required elevations for each location listed below.
1. Under grass, use satisfactory excavated or borrow soil material.
 2. Under walks and pavements, use sub-base or base material, or satisfactory excavated or borrow soil material.
 3. Under steps and ramps, use sub-base material.
 4. Under building slabs, use drainage fill material.
 5. Under footings and foundations, use engineered fill.

3.13 MOISTURE CONTROL

- A. The moisture content of soil and base materials at the time of compaction shall be:

TYPE	AREA OF USE	MOISTURE CONTENT
On-site Granular	Structure, Exterior Slab	Optimum \pm 3%
On-site Clayey Soils	Structure, Exterior Slab	Optimum to Optimum +3%
On-site Soils	Pavement	2% Below Optimum or Lower
Imported Soils	Structure, Exterior Slab, Pavement	Optimum \pm 3%
Base Material	Structure, Pavement	Optimum \pm 3%

3.14 COMPACTION

- A. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.
- C. Compact subgrade, fill, backfill, sub-base fill or base material to the following minimum percent compaction of the ASTM D698 maximum dry density in each lift:

MATERIAL	MINIMUM COMPACTION
Soil:	
Below foundations and pavement sections (fill thickness less than 5 feet).	95%
Below foundations (fill thickness greater than 5 feet).	100%
Below concrete floor slabs (above footings).	90%
Subsurface wall backfill.	95%
Base Material (Subbase and Base Courses):	
Below concrete floor slabs.	95%
Below pavement surfacing.	100%
Backfill (not adjacent to structures and beyond exterior slab areas):	90%

3.15 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between existing adjacent grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Lawn or Unpaved Areas: ± 0.10 feet.
 2. Walks: ± 0.10 feet.
 3. Pavements: $\pm 1/2$ -inch.

3.16 SUBBASE AND BASE COURSES

- A. Under pavements and walks, place sub-base course material on prepared subgrades. Place base course material over sub-bases to pavements.
 1. Shape sub-base and base to required crown elevations and cross-slope grades.
 2. When thickness of compacted sub-base or base course is 6-inches or less, place materials in a single layer.
 3. When thickness of compacted sub-base or base course exceeds 6-inches, place materials in equal layers with no layer more than 6-inches thick or less than 3-inches thick when compacted.

- B. Pavement Shoulders: Place shoulders along edges of sub-base and base course to prevent lateral movement. Construct shoulders at least 12-inches wide of acceptable soil materials and compact simultaneously with each sub-base and base layer.

3.17 FIELD QUALITY CONTROL

- A. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed Work verify compliance with requirements.
 - 1. Perform field in-place density tests according to ASTM D1556 (sand cone method), ASTM D2167 (rubber balloon method), or ASTM D2937 (drive cylinder method), as applicable.
 - a. Field in-place density tests may also be performed by the nuclear method according to ASTM D2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D1556. With each density calibration check, check the calibration curves furnished with the moisture gages according to ASTM D3017.
 - b. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of Work, on each different type of material encountered, and at intervals as directed by the ENGINEER.
 - 2. Trench Backfill: In each compacted initial and final backfill layer, perform at least one field in-place density test for each 150 feet or less of trench, but no fewer than two tests.
- B. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact, and retest until required density is obtained.
- C. Minimum number of in-place density test are as follows:

TEST LOCATION	FREQUENCY OF TEST
Utility Trench Bedding, Shading and Backfill	1 Test every 300 L.F. of Trench 12" compacted lift
Manhole Backfill	1 Test every other 12" compacted lift – Alternating sides of manhole
Structural Backfill or Retaining Wall Backfill	1 test every 200 L.F. 12" compacted lift
Finished subgrade beneath On-Site Pavements	1 test every 300 L.F. of Pavement or Fraction thereof
ABC beneath On-Site Pavements	1 test every 300 L.F. of Pavement or Fraction thereof

3.18 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace material to depth directed by the ENGINEER; reshape and recompact at optimum moisture content to the required density.
- C. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the OWNER'S property.

END OF SECTION

SECTION 02530

MANHOLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish and install all polymer concrete manholes and accessories for sanitary manholes as indicated on the Plans and as specified herein.

1.2 SECTION INCLUDES

- A. Polymer Concrete Manholes.

1.3 RELATED SECTIONS

- A. Section 01300, Submittals.
- B. Section 02532, Manhole FRP Inserts
- C. Section 15051, Buried Piping.
- D. Section 15067, VCP Pipe.
- E. Section 15120, Pipe Specialties and Accessories.

1.4 REFERENCES

- A. ASTM C 478 (most current) Standard Specification for Precast Reinforced Concrete Manhole Sections.
- B. ASTM C 579 (most current) Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic, Surfacing, and Polymer Concretes.
- C. ASTM C 443 (most current) Standard Specification for Joints for Concrete Pipe and Manholes Using Rubber Gaskets.
- D. ASTM C 580 (most current) Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
- E. ASTM C 857 (most current) Standard Practice for Minimum Structural Design Loading for Underground Utility Structures.

- F. ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures & Commentary.
- G. ACI 440.1R-15 Guide for the Design and Construction of Structural Concrete Reinforced with Fiber-Reinforced Polymer (FRP) Bars.
- H. ACI 548.6R-96 Polymer Concrete-Structural Applications State-of-the-Art Report.
- I. ASTM D 648 (most current) Test Method for Deflection Temperature of Plastics Under Flexural Load in Edgewise Position.
- J. ASTM D 6783 (most current) Standard Specification for Polymer Concrete Pipe.
- K. ASTM D 2584 (most current) Test Method for Ignition Loss of Cured Reinforced Resins.
- L. ASTM C 923 (most current) Standard Specifications for Resilient Connectors between Concrete Manholes Structures and Pipe.
- M. ASTM C 990 (most current) Standard Specification for Joints for Concrete Pipe, Manholes and Precast Box Sections using Preformed Flexible Joint Sealants.
- N. ASTM C 497 (most current) Test Methods for Concrete Pipe, Manhole Sections, or Tile.
- O. All other applicable ASTM and ANSI Standards.

1.5 SUBMITTALS

- A. Descriptive submittals shall be made in accordance with the Data Reference Symbols defined in Section 01300, Submittals.

<u>Item</u>	<u>Shop Drawings</u>	<u>O&M Manuals</u>
All Manholes	C,D,E,F,H,I,L, M,N,O	C,D,E,F,H,I,L, M,N,O

- B. Each Shop Drawing submittal shall include a hard copy of the relevant Specification Section. Each and every paragraph of the Specification Section shall be clearly marked to indicate whether the requirements for equipment and/or services in the Specification Section are met. If clarifications are needed to any of the paragraphs in the Specification Section, they shall be addressed next to the paragraph or in an attached letter as such and explained further with any additional information necessary. If any exceptions and/or deviations are proposed to any of the Specifications, they shall be clearly noted as such in the submittal, and an explanation of any deviation and/or exception shall be provided. The CONTRACTOR shall furnish equipment and/or services as specified if an exception and/or deviation is rejected.

PART 2 - PRODUCTS

2.1 MANHOLES

- A. Provide polymer concrete manhole sections, monolithic base sections and related components referencing to ASTM C 478. ASTM C 478 material and manufacturing is allowed compositional and dimensional differences required by a polymer concrete product.
- B. Provide base riser section with monolithic floors, unless shown otherwise.
- C. Provide riser sections joined with bell and spigot / ship-lap design seamed with butyl mastic and or rubber gaskets (ASTM C 990) so that on assembly, manhole base, riser and top section make a continuous and uniform manhole structure.
- D. Construct riser sections for polymer concrete manholes from standard polymer concrete manhole sections of the diameter indicated on drawings. Use various lengths of polymer concrete manhole sections in combination to provide correct height with the fewest joints.
- E. Design wall sections for depth and loading conditions with wall thickness as designed by polymer concrete manufacturer.
- F. Provide tops to support AASHTO HS-20 or HL-93 or vehicle loading or loads as required and receiving cast iron frame covers or hatches, as indicated on drawings.

2.2 DESIGN CRITERIA:

- A. Polymer Concrete Manhole risers, cones, flat lids, grade rings and manhole base sections shall be designed by manufacturer to meet the intent of ASTM C 478 with allowable compositional and sizing differences as designed by the polymer concrete manufacturer.
 - 1. AASHTO HS-20 or HL-93 design or as required loading applied to manhole cover and transition and base slabs.
 - 2. Polymer manholes will be designed based upon live and dead load criteria in ASTM C 857 and ACI 350-06.
 - 3. Unit soil weight of 120 pcf located above portions of manhole, including base slab projections.
 - 4. Internal liquid pressure based on unit weight of 63 pcf.
 - 5. Dead load of manhole sections fully supported by polymer concrete manhole base.

2.3 DESIGN:

- A. Polymer Concrete Manhole risers, cones, flat lids, grade rings and manhole base sections shall be designed by manufacturer to meet loading requirements of

ASTM C 478, ASTM C 857 and ACI 350-06 as modified for polymer concrete manhole design as follows:

1. Polymer Concrete Mix Design shall consist of thermosetting resin, sand, and aggregate. No Portland cement shall be allowed as part of the mix design matrix. All sand and aggregate shall be inert in an acidic Environment.
2. Reinforcement – Shall use acid resistant reinforcement (FRP Bar) in accordance with ACI 440.1R-06 as applicable for polymer concrete design.
3. The wall thickness of polymer concrete structures shall not be less than that prescribed by the manufacturer's design by less than 95% of stated design thickness.
4. Thermosetting Resin - The resin shall have a minimum deflection temperature of 158° F when tested at 264 psi (1.820 mPa) following Test Method D 648. The resin content shall not be less than 7% of the weight of the sample as determined by test method D 2584. Resin selection shall be suitable for applications in the corrosive conditions to which the polymer concrete manhole structures will be exposed.
5. Each polymer concrete manhole component shall be free of all defects, including indentations, cracks, foreign inclusions and resin starved areas that, due to their nature and degree or extent, detrimentally affect the strength and serviceability of the component part. Cosmetic defect shall not be cause for rejection. The nominal internal diameter of manhole components shall not vary more than 2%. Variations in height of two opposite sides of risers and cones shall not be more the 5/8 inch. The under run in height of a riser or cone shall not be more than 1/4 in/ft of height with a maximum of 1/2 inch in any one section.
6. Marking and Identification - Each manhole shall be marked with the following information –
 - a. Manufacturer's name or trademark,
 - b. Manufacturer's location
 - c. and Production Date.
7. Manhole joints shall be assembled with a bell/spigot or shiplap butyl mastic and/or gasketed joint so that on assembly, manhole base, riser and top section make a continuous and uniform manhole. Joint sealing surfaces shall be free of dents, gouges and other surface irregularities that would affect joint integrity.
8. Minimum clearance between wall penetrations and joints shall be per manufacturer's design.
9. Construct invert channels to provide smooth flow transition with minimal disruption of flow at pipe-manhole connections. Invert slope through manhole is as indicated on drawings. All precast base sections to be cast monolithically. Polymer bench and channel are to be constructed with all polymer concrete material. Extended ballast slab requirements for buoyancy concerns can be addressed with cementitious concrete material.
10. Provide resilient connectors conforming to requirements of ASTM C 923 or other options as available. All connectors are to be water tight. Install

approved resilient connectors at each pipe entering and exiting manholes in accordance with manufacturer's instructions.

2.4 QUALITY CONTROL

- A. Facility Quality Control should be maintained by adhering to ISO 9001:2008 for manufacturing. All fabricators will be ISO 9001:2008 Certified. All fabrication will take place in an all polymer concrete fabrication facility. At no time will the polymer concrete fabrication facility share the facility with a cementitious precast product production facility. Fabricator is also to provide references of 5 previous projects in the last 5 years performed with both OWNER and CONTRACTOR for reference and review by owner. Polymer concrete shall be cast in a polymer only facility and shall not be manufactured in a cementitious concrete facility.

2.5 GROUTING

- A. All materials needed for grouting and patching will be a polyester mortar compound provided by the manufacturer or an approved equal by the manufacturer.

2.6 MANHOLE RINGS

- A. All manhole rings shall be molded from high density polyethylene as defined in ASTM specification D-4976.

2.7 MANHOLE COVERS

- A. Manhole cover shall be made of non-metallic composite materials capable of withstanding traffic loading requirements that meet or exceed HS-20 rating. The cover shall be inert to corrosion and have a built-in rubber gasket seal to reduce the escape of toxic gases and odors.

2.8 MANUFACTURER

- A. Polymer Concrete Manholes:
 - 1. Armorock LLC, Boulder City, Nevada.
 - 2. Approved equal.
- B. Manhole Rings:
 - 1. Ladtech Inc, Buffalo, MN.
 - 2. Approved equal.
- C. Manhole Covers:
 - 1. Composite Access Products, McAllen, TX.
 - 2. Approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All manholes shall be constructed in accordance with MAG Standard Detail 420.
- B. Workmanship shall be of the highest grade throughout and in accordance with the best standard practice for this type of equipment.

END OF SECTION

SECTION 02532

MANHOLE FRP INSERTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. Provide all labor, materials, equipment and incidentals as shown on the Drawings, to furnish and install manhole Fiber Reinforced Polyester (FRP) inserts.

B. General:

1. Manholes shall conform in shape, size, dimensions, material, and other respects to the details shown on the Drawings or as directed by ENGINEER.
2. HDPE rings and covers shall be the standard frame and grate or cover, unless otherwise shown on the Drawings, and shall be as specified in the Uniform Standard Specifications for Public Works Construction by the Maricopa Association of Governments (MAG).
3. All proposed manholes shall not have access steps of any kind.

1.2 QUALITY ASSURANCE

A. Standard Specifications and Details:

1. Conform to all applicable requirements of Section 625 and all applicable requirements of Part No. 600 and 700 of the Uniform Standard Specifications for Public Works Construction by MAG as supplemented by the City of Chandler. If there is a conflict between MAG Standard Specifications and these Specifications, the provision of these Specifications shall govern.

B. Reference Standards: Comply with the applicable provisions and recommendations of the following, unless otherwise shown or specified.

1. MAG Section 625, as supplemented by the City of Chandler.
2. International Counsel Code:
 - a. IBC - International Building Code - 2006.
3. ASTM D-3753, Standard Specification for Glass-Fiber Reinforced Polyester Manholes.
4. ASTM C-581, Practice for Determining Chemical Resistance of Chemical Thermosetting Resins Used in Glass-Fiber Reinforced Structures Intended for Liquid Service.
5. ASTM D-2412, Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
6. ASTM D-695, Test Methods for Compressive Properties of Rigid Plastics.

7. ASTM D-2584, Test Method for Ignition Loss of Cured Reinforced Resins.
8. ASTM D-790, Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and electrical Insulating Materials.
9. ASTM D-2583, Test Method for Indentation Hardness of Rigid Plastics by means of a Barcol Impressor.
10. AASHTO H-20, Axle Loading.

1.3 SUBMITTALS

- A. Shop Drawings: Submit for approval the following:
 1. Drawings showing design and construction details of FRP insert, including cutout locations, and installation procedures.

PART 2 - PRODUCTS

2.1 MANHOLE FRP INSERTS

- A. Resin: The resins used shall be unsaturated, supplier certified, commercial grade polyester resins. Mixing lots of resin from different manufacturers, or “odd-lotting” of resins shall not be permitted. Quality-assurance records on the resin shall be maintained. Non-pigmented resin is required to allow for light or “sand” color of manhole surface in order to facilitate easy from grade interior inspection. UV inhibitors shall be added directly to resins to prevent photodegradation.
- B. Reinforcing Materials: The reinforcing materials shall be commercial grade “E” type glass in the form of mat, continuous roving, chopped roving, roving fabric, or both, having a coupling agent that will provide a suitable bond between the glass reinforcement and the resin.
- C. Surfacing Material: If reinforcing material is used on the surface exposed to the contained substance, it shall be a commercial grade chemical-resistant glass or organic surfacing mat having a coupling agent that will provide a suitable bond with the resin.
- D. Fillers and Additives: Fillers, when used, shall be inert to the environment and manhole construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used to meet the requirements of this standard. However, calcium carbonate mixed by the fabricator shall not be permitted. The resulting reinforced plastic material must meet the requirement of this specification.
- E. Laminate: The laminate shall consist of multiple layers of glass matting and resin. The surface exposed to the sewer/chemical environment shall be resin rich and shall have no exposed fibers.

2.2 DESIGN CRITERIA

A. HDPE frames, covers, and similar required items shall be provided as specified in Specification 02530 Manholes.

B. Design and Fabrication:

1. Exterior Surface: The exterior surface shall be relatively smooth with no sharp projections. Hand-work finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than 0.5" in diameter, delamination and fiber show. Gel-coat or paint or other coatings are not allowed.
2. Interior Surface: The interior surfaces shall be resin rich with no exposed fibers. Interior surface shall be smooth for improved corrosion resistance and reduced sludge build-up. The surface shall be free of crazing, delamination, blisters larger than 0.5" in diameter, and wrinkles of 0.125" or greater in depth. Surface pits shall be permitted up to 6/ft² if they are less than 0.75" in diameter and less than 0.0625" deep. Voids that cannot be broken with finger pressure and that are entirely below the resin surface shall be permitted up to 4/ft² if they are less than 0.5" in diameter and less than 0.0625" thick. Gel-coat or paint or other coatings are not allowed.
3. Repairs: Any manhole repair is required to meet all requirements of this specification.
4. Manhole Lengths: Manhole lengths shall be in whole or 1/2-foot increments +/- 2".
5. Load Rating: The complete manhole shall have a minimum dynamic load rating of 16,000 lbs. when tested in accordance with ASTM 3753, 8.4 (note 1). To establish this rating the complete manhole shall not leak, crack, or suffer other damage when load tested to 40,000 lbs. and shall not deflect vertically downward more than 0.25" at the point of load application when loaded to 24,000 lb
6. Stiffness: The cylindrical portion of the manhole is to be tested in accordance with ASTM Method D 2412. The manhole cylinder shall have the minimum pipe-stiffness values shown in the table below, when tested in accordance with ASTM 3753, Section 8.5, (note 1).

Manhole Length (ft)	PSI
3 - 6	0.72
7 - 12	1.26
3 - 20	2.01
21 - 25	3.02
26 - 35	5.24

7. Soundness: In order to determine soundness, an air or water test is to be applied to the manhole test sample. While holding the pressure between 3-5 psi, the entire manhole must be inspected for leaks. Any leakage through the laminate is cause for failure of the test. Refer to ASTM 3753, Sec. 8.6.

8. Chemical Resistance: Per ASTM C 581; (see ASTM 3753, Section 8.7), Flexural strength, flexural modulus, and barcol hardness are plotted versus time on log-log coordinates. The line defined by these points is extrapolated to 100,000 hours. The minimum extrapolation retention allowed for any of these properties is 50%. Test samples used are actual pieces of manhole or samples manufactured in a manner consistent in every way with the manhole component construction.
9. Physical Properties:
 - Flexural Strength (cone): Hoop: 15.4 x 103 psi
Axial: 17.2 x 103 psi
 - Flexural Strength (pipe) Hoop: 22.5 x 103 psi
Axial: 14.3 x 103 psi
 - Compressive Strength: 8.9 x 103 psi

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: The manhole installation should strictly follow the manufacturers recommended installation procedures.
 1. To Install the Fiberglass Manhole: Fiberglass manholes must be installed according to Containment Solution's Fiberglass Manhole Installation Instructions. In addition to these instructions, local codes may apply and should be consulted as applicable in manhole installation. Correct manhole installation requires proper concrete foundation, good backfill and proper handling to prevent manhole damage and insure long-term corrosion resistant service.
- B. General Installation Outline: Containment Solution's complete Manhole installation instructions must be consulted before actual installation is performed.
 1. Prepare Excavation/Make Manhole Pipe Cut-Outs for stubout connections: Prepare excavation in a normal manner. Excavation at manhole location should be at least wide enough to accommodate the slab specified and to provide working room around manhole. Insure the depth of manhole is sufficient to allow at least one course of brick or one concrete ring for adjustment of ring and cover at top of final grade. Pipe cut-outs at the flowline are made in manhole prior to setting manhole in place over pipe in trench. Quarter marks have been provided on barrel to facilitate alignment of cut-outs.
 2. Pour Concrete Base: Concrete slab base should be a minimum of 6" thick for up to 48" diameter manholes (8" for larger diameter manholes). Concrete slab should extend a minimum of 12" beyond manhole outside wall for manholes up to 20' in depth (24" up to 35' in depth).
 3. Set Manhole: To lift manhole, insert an appropriately sized timber or steel beam, 8" longer than the cone top opening, crosswise inside the manhole to the underside of the collar with a rope or chain attached to backhoe or other lifting

device. Lower manhole into wet concrete base to a minimum depth of 4". Minimum 2" thick concrete bearing surface beneath bottom edge of the manhole is required. Plumb manhole using standard bubble level and by moving manhole with hands. Work concrete around manhole base and 6 inch minimum over incoming lines. Inverts and laterals are made following standard procedures.

4. Backfill: Backfilling is done just as soon as the concrete base has hardened enough to provide sufficient support for manhole and fill. Native soil (or sand, in unstable areas), free of large stones, debris, or concrete chunks may be used for backfill. Backfill should be place evenly around manhole in 12" maximum lifts and should thoroughly tamped to 90% standard proctor density before the next layer is installed. Backfill material shall be subject to approval by the engineer.
5. Bring to Grade: Construct chimney on flat shoulder of manhole using precast concrete rings

3.2 GRADING RINGS

- A. Grading rings shall be used for all precast manholes, where required. Grade rings shall be a maximum of 12-inches in height, constructed on the roof slab or cone section on which the manhole frame and cover shall be placed. The height of the grade rings shall be such as is necessary to bring the manhole frame to the proper grade.

3.3 GRADING AT MANHOLES

- A. All manholes in unpaved areas shall be built, as shown on the Drawings or directed by the ENGINEER, to an elevation higher than the original ground. The ground surface shall be graded to drain away from the manhole. Fill shall be placed around manholes to the level of the upper rim of the manhole frame, and the surface evenly graded on a 1 to 5 slope to the existing surrounding ground, unless otherwise shown on the Drawings or directed by the ENGINEER. The slope shall be covered with 4-inches of top soil, seeded and maintained until a satisfactory growth of grass is obtained.
- B. Manholes in paved areas and areas receiving gravel shall be constructed to meet the final surface grade as shown on the Drawings.
- C. Sole responsibility for the proper height of all manholes necessary to reach the final grade at all locations belongs to CONTRACTOR. Caution: ENGINEER'S review of Shop Drawings for manhole components will be general in nature, provide an adequate supply of random length precast manhole riser sections to adjust any manhole to meet field conditions for final grading.

3.4 MANHOLE WATERTIGHTNESS

- A. All manholes shall be free of visible leakage. Each manhole shall be tested for leaks and inspected, and all leaks shall be repaired in a manner subject to ENGINEER'S approval. Manhole testing shall conform to the requirements of Section 15051, Buried Piping Installation.

3.5 FLEXIBLE PIPE JOINT AT MANHOLE BASE

- A. An approved flexible joint shall be provided between each pipe entering and exiting the manhole. This may be accomplished by the installation in the manhole base of the bell end of a pipe or by other means subject to approval of ENGINEER. Joints shall be similar to the approved pipe joints. The joint into the manhole base shall be completely watertight.

3.6 MANHOLE COVER AND FRAME INSTALLATION

- A. Follow manufacturer's printed instructions and approved Shop Drawings.
- B. Manhole lids shall be non-locking.
- C. Set castings accurately to required location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Brace temporarily or anchor temporarily in formwork.
- D. Protection from Dissimilar Materials:
 - 1. Coat all aluminum surfaces in contact with dissimilar materials such as concrete, masonry, steel and other metals as specified in Section 09900, Painting.

3.7 INSPECTION

- A. The quality of all materials, the process of manufacture, and the finished sections shall be subject to inspection and approval by the Engineer, or other representative of the owner. Such inspections shall be made at the place of manufacture, or at site of delivery, and the sections shall be subject to rejection on account of failure to meet any of the specification requirements. Sections rejected after delivery to the job site shall be marked for identification and shall be removed from the job at once. All sections which have been damaged after delivery will be rejected, and if already installed shall be acceptable if repaired or removed and replaced at the contractor's expense.
- B. At the time of inspection the material will be examined for compliance with the requirements of this specification and the approved drawings.

3.8 MEASUREMENT

- A. This item will be measured will be measured by each type of individual structure completed. The depth will be measured from the flow line to the top of the rim. The size shall be nominal inside diameter. This item includes, but is not limited to the following:
1. Structural excavation.
 2. Loading, hauling, and disposing of all excess material.
 3. Furnishing all labor and materials including fiberglass, concrete, mortar, bricks, drop pipe and fittings, manhole rings and covers.
 4. Placing and compacting all backfill.
 5. Final Grading.

END OF SECTION

SECTION 11295

HYDRAULIC VALVES

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish and install all valves and valve accessories for water as indicated on the Plans and as specified herein, including all appurtenances required for a complete and operational installation.

1.2 SECTION INCLUDES

- A. Gate valves.
- B. In-line valves.
- C. Valve appurtenances.

1.3 RELATED SECTIONS

- A. Section 01300, Submittals.

1.4 REFERENCES

- A. ANSI/AWWA C500 - Gate Valves.
- B. ANSI/AWWA C509 - Resilient-Seated Gate Valves.
- C. ANSI B16.1.
- D. ANSI B46.1.
- E. ASTM A126.
- F. ASTM A269.
- G. ASTM A48.
- H. ASTM A536.
- I. ASTM A582.
- J. ASTM B271.
- K. ASTM D429.

- L. ASTM D1784.
- M. ASTM D2000.
- N. ASTM F439.
- O. All other applicable ASTM and ANSI Standards.

1.5 SUBMITTALS

- A. Descriptive submittals shall be made in accordance with the Data Reference Symbols defined in Section 01300, Submittals.

<u>Item</u>	<u>Shop Drawings</u>	<u>O&M Manuals</u>
All Valves	C,D,E,F,H,I,L, M,N,O	C,D,E,F,H,I,L, M,N,O

- B. Each Shop Drawing submittal shall include a copy of the relevant Specification Section. Each and every paragraph of the Specification Section shall be clearly marked to indicate whether the requirements for equipment and/or services in the Specification Section are met. If clarifications are needed to any of the paragraphs in the Specification Section, they shall be addressed next to the paragraph or in an attached letter as such and explained further with any additional information necessary. If any exceptions and/or deviations are proposed to any of the Specifications, they shall be clearly noted as such in the submittal, and an explanation of any deviation and/or exception shall be provided. The CONTRACTOR shall furnish equipment and/or services as specified if an exception and/or deviation is rejected.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All buried valves shall be provided with a valve box and cover.

2.2 GATE VALVES

- A. Cast Iron Gate Valves:
 1. Gate valves shall conform to AWWA C509, 200 psi working pressure, resilient seated, iron body, bronze mounted, non-rising stem. All valves shall have an opening direction of counter-clockwise. All gate valves shall be as manufactured by Clow Valve Co, Mueller Company, Kennedy Valve Co, or American Flow Control.
 2. All aboveground gate valves shall have handwheel/lever/t-handle geared operators or electric actuators as specified in the Valve Schedule and as shown on the Drawings. All buried valves shall be equipped with valve box and cover per City of Chandler standard details and either a handwheel and pedestal or

with operating nut as specified and as shown on the Drawings. Valves specified with an operating nut shall be installed with a ground level valve position indicator.

2.3 INSERTION VALVES

A. Ductile Iron Valves:

1. Gate valves shall conform to AWWA C509, 200 psi working pressure, resilient seated, ductile iron body, non-rising stem. All valves shall have an opening direction of counter-clockwise. All insertion valves shall be as manufactured by Mueller Co or approved equal.
2. All aboveground gate valves shall have handwheel/lever/t-handle geared operators or electric actuators as specified in the Valve Schedule and as shown on the Drawings. All buried valves shall be equipped with valve box and extension stem per City of Chandler standard details and either a handwheel and pedestal or with operating nut as specified and as shown on the Drawings. Valves specified with an operating nut shall be installed with a ground level valve position indicator.

2.4 COMBINATION AIR/VACUUM ASSEMBLIES

- A. The combination air/vacuum assembly shall automatically vent small pockets of air as they accumulate in the system while the system is operating and pressurized, or discharge large volumes of air during the filling or draining of a pipeline or piping system.
- B. The main valve parts shall consist of a body and cover, float, seat, and internal lever pins and retaining screws.
- C. The valves shall be manufactured by
 1. Dorot DAV-P-2-NPT-KA,
 2. A.R.I. D-40.
 3. Approved equal.

2.5 VALVE APPURTENANCES

- A. Valve Boxes: Provide each buried valve with a valve box as follows:
 1. Made of heavy pattern cast iron, two-piece adjustable telescoping type.
 2. Lower section shall enclose operating nut and stuffing box and rest on bonnet.
 3. Inside diameter shall be at least 4-1/2-inches.
 4. Provide extension stem and operating nut.
 5. Cover shall be heavy-duty cast iron with direction to open arrow cast in.
 6. Provide ground level valve position indicator for all buried valves.

2.6 SHOP PAINTING

- A. The manufacturer shall paint all valves, floor boxes, and valve boxes as follows:

1. Clean and remove oil, grease, dirt, loose mill scale, and other foreign substances from un-galvanized ferrous-metal surfaces.
 2. Solvent scrub with stiff bristle brush followed by brush-off abrasive blast cleaning to a minimum surface profile depth of 1.5 mils.
 3. Valves, floor boxes, and valve boxes to be installed in exterior or buried conditions shall have prime coat Series 69-1255 (beige) H.B. Epoxoline II; one coat, 3-5 mils dry film thickness (DFT).
 4. Valves and floor boxes to be installed in interior exposure conditions shall have prime coat Series 135 Chembuild; one coat, 3-5 mils DFT.
- B. CONTRACTOR shall determine the quantity of each type of valve to the manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Valves of the various types and pattern shall be installed at the respective locations as shown on the Drawings, listed in the valve schedule, and specified herein. All appurtenances required for operation and control of the valves shall be included. Joints and connections shall be made in accordance with applicable requirements for pipeline or pipe joints. Valve stems shall be plumb and vertical unless otherwise specifically shown. Each valve shall be adjusted for smooth and easy operation and shall be watertight when placed in operation under maximum working pressure.

END OF SECTION

SECTION 15050

PIPING SYSTEMS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope: This Section specifies systems of process piping and general requirements for piping systems. Detailed Specifications for the components listed on the Piping System Specification Sheets are found in other Sections of Division 15, Mechanical. This Section shall be used in conjunction with those Sections.
- B. Related Sections:
 - 1. Section 02200, Earthwork.
 - 2. Section 15051, Buried Piping Installation.

1.2 QUALITY ASSURANCE

- A. This Section contains references to the following documents. They are a part of this Section as specified and modified. In case of conflict between the requirements of this Section and those of the listed documents, the requirements of this Section shall prevail.
- B. Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, whether or not the document has been superseded by a version with a later date, discontinued, or replaced.
 - 1. AASHTO M36/M36M - Metallic (Zinc or Aluminum) Coated Corrugated Steel Culverts and Underdrains.
 - 2. ANSI A13.1 - Scheme for the Identification of Piping Systems.
 - 3. ANSI B1.20.1 - Pipe Threads, General Purpose (Inch).
 - 4. ANSI B16.1 - Cast Iron Pipe Flanges and Flanged Fittings Class 25, 125, 250, and 800.
 - 5. ANSI B16.3 - Malleable Iron Threaded Fittings Class 150 and 300.
 - 6. ANSI B16.5 - Pipe Flanges and Flanged Fittings.
 - 7. ANSI B16. - Factory Made Wrought Steel Buttwelding Fittings.
 - 8. ANSI B16.11 - Forged Steel Fittings, Socket Welding and Threaded.
 - 9. ANSI B16.12 - Cast Iron Threaded Drainage Fittings.

10. ANSI B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
11. ANSI B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
12. ANSI B31.1 - Power Piping.
13. ANSI B31.3 - Chemical Plant and Petroleum Refinery Piping.
14. ASME Section IX - Boiler and Pressure Vessel Code; Welding and Brazing Qualifications.
15. ASTM A47 - Malleable Iron Castings.
16. ASTM A74 - Cast Iron Soil Pipe and Fittings.
17. ASTM A105/A105M - Forgings, Carbon Steel, for Piping Components.
18. ASTM A106 - Seamless Carbon Steel Pipe for High Temperature Service.
19. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
20. ASTM A197 - Cupola Malleable Iron.
21. ASTM A234/A234M - Pipe Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and Elevated Temperatures.
22. ASTM A312/A312M - Seamless and Welded Austenitic Stainless Steel Pipe.
23. ASTM A403/A403M - Wrought Austenitic Stainless Steel Piping Fittings.
24. ASTM A536 - Ductile Iron Castings.
25. ASTM A570/A570M - Hot Rolled Carbon Steel Sheet and Strip, Structural Quality.
26. ASTM B88 - Seamless Copper Water Tube.
27. ASTM C76 - Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
28. ASTM C443-REV A - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
29. ASTM C564 - Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
30. ASTM D1248 - Polyethylene Plastics Molding and Extrusion Materials.
31. ASTM D1784 - Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
32. ASTM D1785 - Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
33. ASTM D2241 - Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR).
34. ASTM D2513 - Thermoplastic Gas Pressure Pipe, Tubing, and Fittings.
35. ASTM D2665 - Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings.
36. ASTM D2996 - Filament Wound Reinforced Thermosetting Resin Pipe.
37. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
38. ASTM D3261 - Butt Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
39. ASTM D4174 - Cleaning, Flushing, and Purification of Petroleum Fluid Hydraulic Systems.
40. ASTM D4101 - Propylene Plastic Injection and Extrusion Materials.
41. ASTM F441 - Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40 and 80.

42. AWWA C105 - Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids.
43. AWWA C110 - Ductile Iron and Gray Iron Fittings, 3" Through 48", for Water and Other Liquids.
44. AWWA C111 - Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings.
45. AWWA C115 - Flanged Ductile Iron and Gray Iron Pipe with Threaded Flanges.
46. AWWA C151 - Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids.
47. AWWA C200 - Steel Water Pipe 6" and Larger.
48. AWWA C205 - Cement Mortar Protective Lining and Coating for Steel Water Pipe - 4" and Larger - Shop Applied.
49. AWWA C206 - Field Welding of Steel Water Pipe.
50. AWWA C207 - Steel Pipe Flanges for Waterworks Services - Sizes 4" Through 144".
51. AWWA C208 - Dimensions for Fabricated Steel Water Pipe Fittings.
52. AWWA C209 - Cold Applied Tape Coating for Special Sections, Connections, and Fittings for Steel Water Pipelines.
53. AWWA C210 - Liquid Epoxy Coating Systems for the Interior and Exterior of Steel Water Pipe.
54. AWWA C214 - Tape Coating Systems for the Exterior of Steel Water Pipelines.
55. AWWA 301 - Pre-stressed Concrete Pressure Pipe, Steel Cylinder Type, for Water and Other Liquids.
56. AWWA C303 - Reinforced Concrete Pressure Pipe, Steel Cylinder Type, Pre-tensioned, for Water and Other Liquids.
57. AWWA C600 - Installation of Ductile Iron Water Mains and Their Appurtenances.
58. AWWA C651 - Disinfecting Water Mains.
59. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe, 4" Through 12", for Water.
60. AWWA M11 - Steel Pipe - A Guide for Design and Installation.
61. CISPI 301 - Specification Data for Hubless Cast Iron Sanitary System with No-Hub Pipe and Fittings.
62. FEDSPEC L-C-530B(1) - Coating, Pipe, Thermoplastic Resin, or Thermosetting Epoxy.
63. MIL-H-13528B - Hydrochloric Acid, Inhibited, Rust Removing.
64. MIL-STD-810C - Environmental Test Methods.
65. SAE J1227 - Assessing Cleanliness of Hydraulic Fluid Power Components and Systems.
66. UPC - Uniform Plumbing Code.

C. Fittings and Coupling Compatibility:

1. To assure uniformity and compatibility of piping components, fittings and couplings for grooved end piping systems shall be furnished by the same manufacturers.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Unless otherwise specified, piping materials including pipe, gaskets, fittings, connection and joint assemblies, linings, and coatings shall be selected from those listed on the Piping System Specification Sheets.
- B. Piping materials shall conform to detailed specifications for each type of pipe and piping appurtenance specified in other Sections of Division 15, Mechanical.
- C. All piping shall be compatible with the fluid to which it is exposed.
- D. All piping and valves to be used for the air release valve connections shall be copper or brass material.
- E. All piping which comes in contact with potable water shall have NSF 61 certification.

2.2 PIPING IDENTIFICATION

- A. Plastic Tracer Tape:
 - 1. Tracer tape shall be per MAG Section 610, colored the same as the background colors, as specified in Table A, Paragraph 3.5 of this Section.
 - 2. Tape shall be capable of stretching to twice its original length and shall be as manufactured by Allen Systems, W. H. Brady Co., Seton Name Plate Corporation, Marking Services, Inc., or approved equal.
 - 3. The message shall read "CAUTION _____ PIPE BURIED BELOW," with bold letters approximately 2-inches high. The blank shall be filled with the particular system fluid, such as chlorine, potable water line, or storm sewer line. All lines shall have tracer tape.

2.3 VALVES

- A. Valves of the same size and service shall be provided by a single valve manufacturer. Packing shall be non-asbestos material. Actual length of valves shall be within 1/16-inch (\pm) of the manufacturer's specified length. Flanges shall meet the requirement of ANSI B16.5. Push-on and mechanical joints shall meet the requirements of AWWA C111.

2.4 SUBMITTALS

- A. Descriptive submittals shall be made in accordance with the Data Reference Symbols defined in Section 01300, Submittals.
 - 1.

<u>Item</u>	<u>Shop Drawings</u>	<u>O&M Manuals</u>
All Piping	A,C,D,E	A,C,D,E

- B. All additional submittal information shall be included with this submittal information as noted in the Division 15, Mechanical, Pipe Material Specifications.
- C. Each Shop Drawing submittal shall include a copy of the relevant Specification Section. Each and every paragraph of the Specification Section shall be clearly marked to indicate whether the requirements for equipment and/or services in the Specification Section are met. If clarifications are needed to any of the paragraphs in the Specification Section, they shall be addressed next to the paragraph or in an attached letter as such and explained further with any additional information necessary. If any exceptions and/or deviations are proposed to any of the Specifications, they shall be clearly noted as such in the submittal, and an explanation of any deviation and/or exception shall be provided. The CONTRACTOR shall furnish equipment and/or services as specified if an exception and/or deviation is rejected.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Location:
 - 1. Piping shall be provided as specified, except for adjustments, to avoid architectural and structural features.
- B. Piping Sizes:
 - 1. Where the size of piping is not specified, the CONTRACTOR shall provide piping of the sizes required by UPC. Unless specified otherwise, small piping (less than 1-inch in diameter) required for services not described by UPC shall be 1/2-inch.
- C. Anchorage for Buried Piping:
 - 1. All plugs, caps, tees, and bends in buried pressure piping systems shall be anchored by means of restrained joints as specified.
- D. Bedding and Backfill:
 - 1. All 4-inch diameter and larger piping, the bedding and backfill shall be as shown on the Contract Drawings.
 - 2. All pipe smaller than 4-inches in diameter shall conform to Section 02200, Earthwork.

3.2 PIPING IDENTIFICATION

- A. Pipe Coding:
 - 1. Pipe identification per Specifications Section 15051, Buried Piping Installation.
- B. Plastic Tracer Tape:

1. A single line of tape, as specified in Paragraph 2.2.A of this Section, shall be provided 2-1/2 feet above the centerline of buried pipe.
2. For pipelines buried 8 feet or greater below finished grade, CONTRACTOR shall provide a second line of tape 12-inches below finished grade, above and parallel to each buried pipe.
3. Tape shall be spread flat with message side up before backfilling.

C. Locator Tape:

1. Detectable pipe locating tape, as specified in Section 2.2.B of this Section, shall be installed per MAG Section 616.5.

3.3 TESTING

A. General:

1. Upon completion of piping, but prior to application of insulation on exposed piping, the CONTRACTOR shall test the piping systems in accordance with the appropriate MAG and City of Chandler Specifications. Pressures, media, and test durations shall be as specified in the PIPESPEC. Equipment which may be damaged by the specified test conditions shall be isolated. Testing shall be performed using calibrated test gages and calibrated volumetric measuring equipment to determine leakage rates. Each test gage shall be selected so that the specified test pressure falls within the upper half of the gage's range. Unless otherwise specified, the CONTRACTOR shall notify the ENGINEER 24 hours prior to each test.
2. Unless otherwise specified, testing, as specified herein, shall include existing piping systems that connect with new pipe systems. Existing pipe shall be tested to the nearest existing valve. Any piping that fails the test shall be repaired. Repair of existing piping will be considered and paid for as extra Work.
3. All blow off assemblies shall be removed after successful testing of the new pipes as specified in the Drawings.

B. Liquid Systems:

1. Pressure and leakage testing for water systems shall be in accordance with MAG Section 610. Unless otherwise specified, leakage from other buried liquid piping systems shall be less than 0.02 gallons per hour per inch diameter per 100 feet of buried piping.
2. Potable Water Systems Additional Requirements:
 - a. The CONTRACTOR shall provide all vents, piping, plugs, bulkheads, valves, bracing, blocking, pump, including measuring device and all other equipment necessary for making the tests, except pressure gages.
 - b. The pipe shall be tested between each valve or between a valve and the closed end of the pipe.
 - c. Pipe test section shall be limited to 1/2 linear mile, or less, unless otherwise approved in writing by the Engineer. Testing cannot be done against an existing valve. The new pipeline must be separated from any potable system in such a way to prevent any potential for cross-

contamination between the existing potable water system and the new pipeline.

- d. The test shall be made after the backfilling is completed or compacted, regardless of the compaction method.
- e. All connections, blow-offs, hydrants and valves shall be tested with the main, where practical.
- f. The test section shall be slowly filled with potable water and all air shall be vented from the line. The rate of filling shall be as approved by the ENGINEER, with at least 24-hour notice required before filling is scheduled.

C. Drains:

- 1. Drain systems, other than pumped drain systems, shall be tested in accordance with UPC.

3.4 CLEANING AND FLUSHING

A. General:

- 1. Piping systems shall be cleaned following completion of testing and prior to connection to operating, control, regulating, or instrumentation equipment.
- 2. The CONTRACTOR may, at his option, clean and test sections of buried piping systems. Use of this procedure, however, will not waive the requirement for a full pressure test of the completed system.
- 3. Unless specified otherwise, piping 24-inches in diameter and smaller shall first be cleaned by pulling a tightly fitting cleaning ball or swab through the system.
- 4. Piping larger than 24-inches in diameter may be cleaned manually or with a cleaning ball or swab.

B. Liquid Systems:

- 1. After completion of cleaning, liquid systems, unless otherwise specified, shall be flushed with clean water.

C. Water Systems:

- 1. For non-potable water systems, final flushing and microbiological testing, as specified in MAG Section 611.15, is not required.

3.5 PIPING SPECIFICATION SHEETS (PIPESPEC)

- A. Piping and valves for groupings of similar plant processes or types of service lines are specified on individual piping specification sheets (PIPESPECS). Piping services are grouped according to the chemical and physical properties of the fluid conveyed and/or by the temperature or pressure requirements. Piping services specified in the PIPESPECS and on the Drawings are alphabetically arranged by designated service symbols.

TABLE A - PIPING SERVICES			
Symbol	Service	Fluid Category	Pipe Marker Background Color
W	Potable Water	Liquid	Blue
SS	Sanitary Sewer	Liquid	Green

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PIPING SYMBOL/SERVICE

SS / SANITARY SEWER

Refer to section 15067, Vitrified Clay Pipe.

PIPING SYMBOL/SERVICE

POT / POTABLE WATER

Medium:

Water.

Pressure:

As shown on buried and exposed piping schedules. All requirements of COC.

Duration:

2 hours.

Gasket Requirements:

Flange:

Red Rubber Gasket Material (SBR) conforming to ASTM D1330.

Push-on/Mech. Cpl:

Nitrile or Neoprene. Areas within 35 foot SRP easement shall be fitted with Fluoroelastomer Fluorel Viton suitable for water service of up to 212°F.

Buried and Encased Pipes:

(See Drawings for pipe sizes and materials.)

2" and Smaller\

Copper Tube; ASTM B88, Type K, drawn. Ref. Spec. Section 15064, Copper Pipe.

Copper Conn; Solder type with threaded adapters.

Copper Ftgs; Wrought copper or bronze, ANSI B16.22.

Copper Interior Lining; None.

Copper Exterior Coating; None.

4" and Larger

Ductile Iron; AWWA C151
with cement mortar lining. Ref.
Spec. Section 15061

Ductile Iron Conn; Restrained
push-on rubber gasket
joint. Flanged adapters
for valves and ends.

Ductile Iron Ftgs; Ductile iron
per Spec. Section
15061.

Ductile Iron Exterior Coating;
Bituminous Coated,
Polyethylene Wrap

Remarks:

1. Potable water lines shall be disinfected in accordance with AWWA C651-92.
2. All piping, fittings, valves, and any other material that comes in contact with drinking water shall comply with NSF Standards 60 and 61.

PIPING SCHEDULE TABLES

1. Potable water lines shall be disinfected in accordance with AWWA C651-92.
2. All piping, fittings, valves, and any other material that comes in contact with drinking water shall comply with NSF Standards 60 and 61.

BURIED PIPE

SERVICE DESCRIPTION	PIPE SYMBOL	PIPE MATERIAL	SPECIFICATION	CLASS/ TYPE	INTERIOR LINING	EXTERIOR COATING	JOINT TYPE	TEST PRESSURE
POTABLE WATER 4-INCHES AND LARGER	W	DIP	15061	350	CM	BC/PE	MJ	PER 15051
POTABLE WATER 3-INCHES AND SMALLER	W	COP	15064	K	NONE	P	BZ	PER 15051
SANITARY SEWER	SS	VCP	15067	Extra Strength	N/A	N/A	CJ	PER 15051

END OF SECTION

SECTION 15051

BURIED PIPING INSTALLATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to install and test all buried piping, fittings, and specials. The Work includes, but is not limited to, the following:
 - a. All types and sizes of buried piping, except those specified under other Sections.
 - b. Supports, restraints, and thrust blocks.
 - c. Pipe encasements.
 - d. Work on or affecting existing piping.
 - e. Testing.
 - f. Cleaning.
 - g. Installation of all jointing and gasketing materials, specials, flexible couplings, mechanical couplings, harnessed and flanged adapters, sleeves, tie rods, and all other Work required to completing the buried piping installation.
 - h. Incorporation of valves, meters and special items shown or specified into the piping systems as required and as specified in the appropriate Division 15, Mechanical Sections.
 - i. Unless otherwise specifically shown, specified, or included under other Sections, all buried piping work required begins at the outside face of structures or structure foundations and extending away from structure.

B. Coordination:

1. Review installation procedures under other Sections and coordinate with the Work that is related to this Section.
2. Section 15051, Buried Pipe Installation, specifies the installation of all buried piping materials specified in Sections of Division 15, Mechanical. Coordinate with these Sections.

C. Related Work Specified Elsewhere:

1. Section 02200, Earthwork.
2. Section 11295, Hydraulic Valves.
3. Section 15050, Piping Systems.
4. Section 15061, Ductile Iron Pipe.
5. Section 15064, Copper Pipe.
6. Section 15067, VCP Pipe.
7. Section 15020, Piping Specialties and Accessories.

1.2 QUALITY ASSURANCE

- A. CONTRACTOR shall conform to all applicable requirements of Parts 600 and 700 of the Uniform Standard Specifications for Public Work Construction by the Maricopa Association of Governments (MAG). If there is a conflict between MAG Standard Specifications and these Specifications, the provisions of these Specifications shall govern.
- B. Requirements of Regulatory Agencies:
 - 1. Comply with requirements of UL, FM, and other jurisdictional authorities, where applicable.
 - 2. Refer to the General and Supplementary Conditions regarding permit requirements for this Work.
- C. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
 - 1. ASTM D2321 - Practice for Underground Installation of Flexible Thermoplastic Pipe.
 - 2. ASTM D2774 - Practice for Underground Installation of Thermoplastic Pressure Piping.
 - 3. AWWA C105 - Polyethylene Encasement for Ductile Iron Piping for Water and Other Liquids.
 - 4. AWWA C111 - Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
 - 5. AWWA C200 - Steel Water Pipe.
 - 6. AWWA C205 - Cement Mortar Protective Lining and Coating for Steel Water Pipe.
 - 7. AWWA C206 - Field Welding of Steel Water Pipe.
 - 8. AWWA C207 - Steel Pipe Flanges for Waterworks Service.
 - 9. AWWA C208 - Dimensions for Fabricated Steel Water Pipe Fittings.
 - 10. AWWA C600 - Installation of Ductile Iron Water Mains and Their Appurtenances.
 - 11. AWWA C606 - Grooved and Shouldered Joints.
 - 12. AWWA C651 - Disinfecting Water Mains.
 - 13. AWWA M11 - Steel Pipe - A Guide for Design and Installation.
 - 14. AWWA M23 - PVC - Design and Installation.
 - 15. AWWA M41 - Ductile Iron Pipe and Fittings.
 - 16. ASCE MOP No. 37 - Design and Construction of Sanitary and Storm Sewers
 - 17. Concrete Pipe Handbook - American Concrete Pipe Association.

1.3 SUBMITTALS

- A. Shall be in accordance with Section 15050, Piping Systems, submittal information.
- B. Each Shop Drawing submittal shall include a copy of the relevant Specification Section. Each and every paragraph of the Specification Section shall be clearly marked to indicate whether the requirements for equipment and/or services in the

Specification Section are met. If clarifications are needed to any of the paragraphs in the Specification Section, they shall be addressed next to the paragraph or in an attached letter as such and explained further with any additional information necessary. If any exceptions and/or deviations are proposed to any of the Specifications, they shall be clearly noted as such in the submittal, and an explanation of any deviation and/or exception shall be provided. The CONTRACTOR shall furnish equipment and/or services as specified if an exception and/or deviation is rejected.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the site to ensure uninterrupted progress of the Work.
- B. Handle all pipe, fittings, specials, and accessories carefully with approved handling devices. Do not drop or roll material off trucks. Do not otherwise drop, roll, or skid piping.
- C. Store pipes and fittings on heavy wood blocking or platforms so they are not in contact with the ground.
- D. Unload pipe, fittings, and specials opposite to or as close to the place where they are to be installed as is practical to avoid unnecessary handling. Keep pipe interiors completely free from dirt and foreign matter.
- E. Inspect delivered pipe for cracked, gouged, chipped, dented, or other damaged material and immediately remove defective pipe from site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Required pipe materials are listed in the Piping Schedule. Refer to applicable Sections for Material Specifications.
- B. General:
 - 1. Marking Piping:
 - a. Clearly mark each piece of pipe or fitting with a designation conforming to those shown on the laying schedule and/or Shop Drawings.
 - b. Cast or paint material, type, and pressure designation on each piece of pipe or fitting 4-inches in diameter and larger. Each piece of steel pipe shall be clearly marked with the thickness of the steel in the pipe wall.
 - c. Pipe and fittings smaller than 4-inches in diameter shall be clearly marked by manufacturer as to material, type, and rating.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:

1. Installation of all pipe, fittings, valves, specials, and appurtenances shall be subject to the review and/or approval of the ENGINEER.
2. Install piping as shown, specified, and as recommended by the manufacturer and in conformance with referenced standards, and approved Shop Drawings.
3. Request instructions from ENGINEER before proceeding if there is a conflict between the manufacturer's recommendations and the Contract Documents.
4. All piping shall be inspected by the ENGINEER prior to installation. ENGINEER'S inspection will not relieve CONTRACTOR or manufacturer from responsibility for damaged products.
5. All piping shall be carefully examined for cracks, damage, or other defects before installation. Any piping that is defective, including but not limited to, cracked, damaged, in poor condition, or with damaged linings or improper markings shall be rejected unless the product can be repaired in a manner acceptable to the manufacturer and ENGINEER. Any piping found to be broken or defective after it has been installed shall be removed, replaced, or repaired at the CONTRACTOR'S expense.
6. Minimum earth cover over the piping shall be as shown on the Drawings, specified or directed by the ENGINEER, but in no case shall the earth cover be less than 4 feet for all piping.
7. Required earthwork shall be as specified in applicable Sections of Division 2, Site Work.
8. Present all conflicts between piping systems and equipment, structures or facilities to ENGINEER for determination of corrective measures before proceeding.
9. Take field measurements, where required, prior to installation to ensure proper fitting of Work. The CONTRACTOR shall uncover the existing pipelines sufficiently in advance of the proposed Work in order that the type and location of the existing pipes and joints and other information required to fabricate the proposed piping can be determined. It shall be the responsibility of the CONTRACTOR to obtain whatever information is required to complete the connections of the proposed pipelines to the existing pipelines. Refer to Paragraph 3.3 of this Section, as applicable.
10. Interior of all piping and mating surfaces shall be inspected and all dirt, gravel, sand, debris or other foreign material shall be completely removed from the interior and mating surfaces before installation. Measures shall be taken to maintain the interior of all piping clean until acceptance of the completed Work. Care shall be taken to prevent foreign matter from entering joint space. Bell and spigot mating surfaces shall be wiped clean immediately before piping is laid. For ductile iron pipe, the bell and spigot mating surfaces shall be thoroughly cleaned with a wire brush.

11. Install piping accurately to line and grade shown, specified or directed, unless otherwise approved by the ENGINEER. Accurate means of determining and checking the alignment and grade shall be used, which shall be subject to the approval of the ENGINEER. Any modifications to the Contract Documents to suit the pipe manufacturer's standard shall be approved by the ENGINEER. Remove and relay piping that is incorrectly installed, at CONTRACTOR'S expense.
12. Do not lay piping in water, unless otherwise specified in these Specifications or approved by the ENGINEER. Ensure that the water level in the trench is at least 6-inches below the bottom of piping. Maintain a dry trench until jointing and backfilling are complete, unless otherwise specified in these Specifications or approved by the ENGINEER.
13. Where unforeseen conditions will not permit the installation of piping as shown or specified, no piping shall be installed without approval of the ENGINEER. Do not modify structures or facilities without approval of the ENGINEER.
14. Start laying piping at lowest point and proceed toward the higher elevations, unless otherwise approved by the ENGINEER. Slope piping uniformly between elevations shown on the Drawings or as otherwise directed by the ENGINEER.
15. Place bell and spigot piping so that the bells face the direction of laying, unless otherwise approved by the ENGINEER.
16. Piping shall be installed so that the barrel of the piping, and not the joints, receives the bearing pressure from the trench bottom or other bedding condition.
17. No piping shall be brought into position until the preceding length, valve, fitting, or special has been bedded and secured in place.
18. Whenever pipe laying is not actively in progress, the open ends of the piping shall be closed by a temporary plug or cap to prevent soil, water, and other foreign matter from entering the piping.
19. Field cutting of metallic piping, where required for inserting valves, fitting, specials, and closures, shall be made with a machine specially designed for cutting piping and in accordance with the manufacturer's instructions. Cuts shall be carefully done, without damage to piping, so as to leave a smooth end at right angles to the axis of the piping. Cut end shall be tapered and sharp edges filed off smooth. Flame cutting shall not be permitted. Piping damaged by the CONTRACTOR by improper or careless methods of cutting shall be replaced or repaired at his expense.
20. Blocking under piping shall not be permitted, unless specifically approved by ENGINEER for special conditions.
21. Protective linings and coatings shall be touched up prior to installation, where required.
22. Except where bends, wyes or similar fittings are used, changes in alignment and grade of the piping shall be made by deflecting joints or with beveled pipe. Permissible joint deflection shall not exceed 75% of the amount allowed by the manufacturer.

23. All joints shall be made in the presence of the ENGINEER, or his duly authorized representative, except as otherwise approved.
 24. Special care shall be taken to ensure that each section of piping abuts against the next in such a manner that there will be not shoulder or unevenness of any kind along the piping invert.
 25. Piping shall be rotated as required to place outlets in proper position.
 26. Blind flanges and cleanouts shall be provided at locations shown on the Drawings, specified, or required. Cleanouts on buried piping shall include all pipes, fittings, and appurtenances required to bring cleanout to finished grade and terminate in a flange and blind flange or suitably capped piping as shown. Cleanout piping shall be same as that specified for the main run.
 27. All gravity lines shall pitch uniformly at the grade shown or as specified or approved.
 28. Short pipe stubs, maximum 4 feet in length, shall be used at all manholes and other wall faces, except as otherwise specified.
 29. Field painting shall be accomplished after joints are made.
 30. All piping shall be plugged watertight with a suitable cap or plug securely fastened to the end of the piping at all contact interfaces.
 31. CONTRACTOR shall notify ENGINEER in advance of backfilling operations.
 32. On steep slopes, take measures acceptable to ENGINEER to prevent movement of the pipe during installation.
 33. Thrust Restraint: During the installation of the pipe, thrust blocks, tied joints, or proprietary restrained joint systems shall be provided wherever required for thrust restraint. Thrust restraint shall conform to the applicable requirements of Paragraph 3.2 of this Section.
 34. Exercise care to avoid flotation when installing pipe in cast-in-place concrete.
- B. Manufacturer's Installation Specialist:
1. Provide the services of a competent installation specialist of the pipe manufacturer when pipe laying begins if the CONTRACTOR is not experienced in laying and jointing a particular type of pipe.
 2. Retain installation specialist at the site for a minimum of two days or until competency of the pipe laying crew has been satisfactorily demonstrated.
- C. Separation of Sewers and Potable Water Pipe Lines:
1. Conform to the requirements of all applicable requirements of the Uniform Standard Specifications for Public Work Construction by the Maricopa Association of Governments (MAG).
- D. Plugs:
1. Temporarily plug installed pipe at the end of each day's Work or other interruption to the installation of any pipe line. Plugging shall prevent the entry of animals, liquids, or persons into the pipe or the entrance or insertion of deleterious materials.
 2. Install standard plugs into all bells at dead ends, tees or crosses. Cap all spigot ends.

3. Fully secure and block all plugs and caps installed for pressure testing to withstand the specified test pressure.
 4. Where plugging is required for phasing of the Work or for subsequent connection of piping, install watertight, permanent type plugs.
- E. Bedding Pipe: Bed pipe as specified below and in accordance with the details shown.
1. Trench excavation and backfill and bedding materials shall conform to the requirements of Section 02200, Earthwork, as applicable.
 2. Excavate trenches below the pipe bottom by an amount specified. Remove all loose and unsuitable material from the trench bottom.
 3. Carefully and thoroughly compact all pipe bedding with hand held pneumatic compactors.
 4. Do not lay pipe until the ENGINEER approves the bedding condition. If a conflict exists, obtain clarification from ENGINEER before proceeding.
 5. No pipe shall be brought into position until the preceding length has been bedded and secured in its final position.
- F. Laying Pipe:
1. Conform to manufacturer's instructions and requirements of the standards listed below, where applicable:
 - a. Ductile Iron Pipe: AWWA C600, AWWA C105.
 - b. ASCE Manual of Practice No. 37.
- G. Polyethylene Encasement:
1. Provide polyethylene encasement for ductile iron piping to prevent contact between the pipe and surrounding bedding material and backfill.
 2. Polyethylene may be supplied in tubes or in sheet material.
 3. Polyethylene encasement materials and installation shall be in accordance with the requirements of MAG Section 610.5.
- H. Jointing Pipe:
1. Ductile Iron Mechanical Joint Pipe:
 - a. Wipe clean the socket, plain end and adjacent areas immediately before making joint. Make certain that cut ends are tapered and sharp edges are filed off smooth.
 - b. Lubricate the plain ends and gasket with soapy water or an approved pipe lubricant, in accordance with AWWA C111, just prior to slipping the gasket onto the plain end of the joint assembly.
 - c. Place the gland on the plain end with the lip extension toward the plain end, followed by the gasket with the narrow edge of the gasket toward the plain end.
 - d. Insert the pipe into the socket and press the gasket firmly and evenly into the gasket recess. Keep the joint straight during assembly.
 - e. Push gland toward socket and center it around pipe with the gland lip against the gasket.
 - f. Insert bolts and hand tighten nuts.

- g. Make deflection after joint assembly, if required, but prior to tightening bolts. Alternately tighten bolts 180 degrees apart to seat the gasket evenly. The bolt torque shall be as follows:

Pipe Size (inches)	Bolt Size (inches)	Range of Torque (ft-lbs)
3	5/8	45-60
4-24	3/4	75-90
30-36	1	100-120
42-48	1-1/4	120-150

- h. All bolts and nuts shall be heavily coated with two 10 mil minimum coats of coal-tar epoxy coating as manufactured by Koppers, Tnemec, or equal.
 - i. Restrained mechanical joints shall be in accordance with Section 15061, Ductile Iron Pipe.
2. Ductile Iron Push-On Joint Pipe:
- a. Prior to assembling the joints, the last 8-inches of the exterior surface of the spigot and the interior surface of the bell shall be thoroughly cleaned with a wire brush, except where joints are lined or coated with a special protective lining or coating.
 - b. Rubber gaskets shall be wiped clean and flexed until resilient. Refer to manufacturer's instructions for procedures to ensure gasket resiliency when assembling joints in cold weather.
 - c. Insert gasket into joint recess and smooth out the entire circumference of the gasket to remove bulges and to prevent interference with the proper entry of the spigot of the entering pipe.
 - d. Immediately prior to joint assembly, apply a thin film of approved lubricant to the surface of the gasket which will come in contact with the entering spigot end of pipe. CONTRACTOR may, at his option, apply a thin film of lubricant to the outside of the spigot of the entering pipe.
 - e. For assembly, center spigot in the pipe bell and push pipe forward until it just makes contact with the rubber gasket. After gasket is compressed and before pipe is pushed or pulled all the way home, carefully check the gasket for proper position around the full circumference of the joint. Final assembly shall be made by forcing the spigot end of the entering pipe past the rubber gasket until it makes contact with the base of the bell. When more than a reasonable amount of force is required to assemble the joint, the spigot end of the pipe shall be removed to verify the proper positioning of the rubber gasket. Gaskets which have been scoured, or otherwise damaged, shall not be used.
 - f. Maintain an adequate supply of gaskets and joint lubricant at the site at all times when pipe jointing operations are in progress.
3. Proprietary Joints:
- a. Pipe which utilizes proprietary joints such as Fastite, by American Cast Iron Pipe Company, Tyton by U.S. Pipe Incorporated, restrained joints

described under Paragraph 3.2 of this Section, or other such joints shall be installed in strict accordance with the manufacturer's instructions.

4. Mechanical Coupling Joints:
 - a. Prior to the installation and assembly of mechanical couplings, the joint ends shall be cleaned thoroughly with a wire brush to remove foreign matter. Following this cleaning, lubricant shall be applied to the rubber gasket or inside of the coupling housing and to the joint ends. After lubrication, the gasket shall be installed around the joint end of the previously installed piece and the joint end of the subsequent piece shall be mated to the installed piece. The gasket shall be positioned and the coupling housing placed around the gasket and over the grooved or shouldered joint ends. The bolts shall be inserted and the nuts screwed up tightly by hand. The bolts shall then be tightened uniformly in order to produce an equal pressure on all parts of the housing. When the housing clamps meet metal to metal, the joint is complete and further tightening is not required.
- I. Backfilling:
 1. Conform to the applicable requirements of Section 02200, Earthwork.
 2. Place backfill as construction progresses. Backfill by hand and use power tampers until pipe is covered by at least 1 foot of fill.
- J. Connections to Valves:
 1. Install valves as shown.
 2. Provide suitable adapters when valves and piping have different joint types.
 3. Provide thrust restraint at all valves at pipeline terminations.
- K. Transitions from One Type of Pipe to Another:
 1. Provide all necessary adapters, specials and connection pieces required when connecting different types and sizes of pipe or connecting pipe made by different manufacturers.
- L. Closures:
 1. Provide all closure pieces shown or required to complete the Work.

3.2 THRUST RESTRAINT

- A. Provide thrust restraint on all pressure piping systems and where otherwise shown and specified. Pipe joints shall be restrained as specified in Paragraph 3.2.C of this Section.
- B. Thrust restraint shall be accomplished by means of restrained pipe joints. Concrete thrust blocks shall be used only when specifically shown on the Drawings or as directed by the ENGINEER. Thrust restraints shall be designed for the axial thrust exerted by the test pressure given in the Buried Piping Schedule.
- C. Restrained Pipe Joints:

1. Pipe joints shall be restrained by means suitable to the type of pipe being installed.
 - a. Ductile iron push-on joints and mechanical joints shall be restrained utilizing a proprietary restrained joint system such as American Fast-Grip and American Flex-Ring Joint, MEGALUG Ductile Iron Pipe Restraints as manufactured by EBAA Iron Inc., TR Flex Gripper Ring and TR Flex Joints,, , and tie rods, or other system approved by ENGINEER.
 - b. Pipe thrust restraint shall be in accordance with the Schedule of Restrained Pipe Lengths and as noted on the Project Drawings.
 2. Schedule of Restrained Pipe Lengths: Restrained pipe lengths shall conform to the requirements of AWWA M41 for ductile iron pipe. Restrained pipe lengths shall be as shown on the Construction Plans. For pipe not specifically illustrated on the Plans, CONTRACTOR shall submit a lay schedule identifying restrained lengths complying with AWWA M41.
- D. Concrete Thrust Blocks:
1. Thrust blocks shall be constructed of Class "B" concrete, conforming to the requirements of MAG.
 2. Blocks shall be placed against undisturbed soil as shown on Drawings or as directed by the ENGINEER. Concrete shall be placed so that pipe joints and fitting joints will be accessible for repair.
 3. Size of the concrete thrust blocks shall be per MAG details or as directed by the ENGINEER.
 4. Concrete thrust blocks shall not be used for pipe restraint except where specifically shown on the Drawings, or as approved by the ENGINEER.

3.3 WORK AFFECTING EXISTING PIPING

- A. Location of Existing Piping:
1. Locations of existing piping shown should be considered approximate.
 2. CONTRACTOR shall determine the true locations of existing piping to which Work is to be performed, and locations of other facilities which could be disturbed during earthwork operations, or which may be affected by CONTRACTOR'S Work already installed.
- B. Taking Existing Pipelines Out of Service:
1. Do not take pipelines out of services, unless specifically provided for under this Project or approved by ENGINEER.
 2. Notify ENGINEER at least 48 hours prior to taking pipeline out of service.
- C. Work on Existing Pipelines:
1. Cut or tap pipes as shown or required with machines specifically designed for this Work.
 2. Install temporary plugs to prevent entry of mud, dirt, water, and debris.
 3. Provide all necessary adapters, fittings, pipe, and appurtenances required to complete the Work.

4. Existing pipelines that are cut and abandoned shall be adequately capped or filled with grout.

3.4 TESTING OF PIPING

A. General:

1. Test all piping except as otherwise authorized by ENGINEER.
2. Notify ENGINEER 48 hours in advance of testing.
3. Provide all testing apparatus, including pumps, hoses, gauges, and fittings.
4. Unless otherwise noted, pipelines shall hold specified test pressure for two hours.
5. Repair and retest pipelines that fail to hold specified test pressure or which exceed the allowable leakage rate.
6. Unless otherwise specified, test pressures required are at the lowest elevation of the pipeline section being tested.
7. Conduct all tests in the presence of ENGINEER.
8. Advise local authorities having jurisdiction if their presence is required during testing.
9. All testing shall conform to the MAG Standard Specifications. In case of contradiction with these Specifications the CONTRACTOR shall notify the ENGINEER before proceeding with the testing.

B. Schedule of Pipeline Tests:

1. Test piping at the test pressures listed in the Buried Piping Schedule and respective pipe material specification.
2. All piping shall be water tested after installation, except as otherwise specified or directed by ENGINEER.
3. For piping not included in the Schedule, the ENGINEER will notify CONTRACTOR in writing of the test pressure to be used.

C. Pressure Test Procedure:

1. Complete backfill and compaction at least to the pipe centerline before testing, unless otherwise required or approved by ENGINEER.
2. Allow concrete for thrust blocks to reach design strength before testing.
3. Fill section to be tested slowly with water and expel all air. Install corporation cocks, if necessary, to remove all air.
4. Test only one section of pipe at a time.
5. Apply specified test pressure for two hours and observe pressure gage. Check carefully for leaks while test pressure is being maintained.

D. Leakage Testing:

1. Conduct leakage test for all liquid piping after satisfactory completion of pressure test.
2. Allow concrete pipe to stand full of water at least 12 hours prior to starting leakage test.

3. Maintain test pressure constantly for the minimum test period and accurately measure the amount of water which must be added to maintain the test pressure.
4. Allowable Leakage Rates (in gallons per hour per 1,000 feet per inch diameter):
 - a. DIP Push-On or Mechanical Joints: 0.075.
 - b. Copper, Steel, and Thermoplastic: None.
5. Leakage Test Procedure:
 - a. Examine exposed pipe, joints, fittings, and valves. Repair visible leakage or replace the defective pipe, fitting, or valve.
 - b. Refill the line under test to reach the required test pressure.
 - c. Provide a test container filled with a known quantity of water at the start of the test. Attach the test pump suction to the test container.
 - d. Pump water from the test container into the line with the test pump to hold the specified test pressure for the test period. Water remaining in the container shall be measured and the amount used during the test shall be recorded on the test report.
 - e. Perform all repair, replacement, and retesting required because of failure to meet testing requirements.
 - f. Leakage shall be less than rate specified above.

3.5 DISPOSAL OF WATER

- A. CONTRACTOR shall provide suitable means for disposal of test and flushing water so that no damage results to facilities or waterways.
- B. Means of disposal of test and flushing water shall be subject to the approval of ENGINEER, local governing authorities, and regulatory agencies.
- C. CONTRACTOR shall be responsible for any damage caused by his water disposal operations.

3.6 CLEANING

- A. Cleaning:
 1. Thoroughly clean all piping and flush prior to placing in service in a manner approved by ENGINEER.
 2. Piping 24-inches in diameter and larger shall be inspected from inside and all debris, dirt and foreign matter removed.
 3. If piping that requires disinfection has not been kept clean during storage or installation, CONTRACTOR shall swab each section individually before installation with a 5% hypochlorite solution, to ensure clean piping.

3.7 PIPING SCHEDULE

- A. The following abbreviations are used in the Buried Piping Schedule:
 1. Service Abbreviations:
 - a. Potable Water: W.

- b. Reclaimed Water: RW.
- 2. Material Abbreviations:
 - a. Asbestos Concrete Pipe: ACP
 - b. Chlorinated Polyvinyl Chloride: CPVC
 - c. Copper Pipe: COP
 - d. Ductile Iron Pipe: DIP
 - e. Glass-Lined Ductile Iron Pipe: GDIP
 - f. Galvanized Steel: GST
 - g. Polyethylene: PE
 - h. Polyvinyl Chloride: PVC
 - i. Stainless Steel Pipe: SST
 - j. Vitrified Clay Pipe: VCP
- 3. Lining/Coating Abbreviations:
 - a. Bituminous Coated: BC
 - b. Cement Mortar Lined: CM
 - c. Galvanized: GALV
 - d. Glass Lined: GL
 - e. Polyethylene Wrap: PE
 - f. Protecto 401 Ceramic Epoxy: CE
 - g. T-Lock: TL
 - h. Painting: P (Painted per Section 09900)
- 4. Joint Abbreviations:
 - a. Bell and Spigot: BS
 - b. Butt Wrapped: BW
 - c. Flanged: FL
 - d. Mechanical Joint: MJ
 - e. Soldered: SD
 - f. Solvent Welded: SW
 - g. Welded: W

BURIED PIPING SCHEDULE

Service	Material	Interior Lining	Exterior Coating	Pressure Class	Joint	Test Pressure (psig)
Potable Water (Up to 12-inch Diameter)	DIP	CML	BC,PE	350	MJ/BS	200
Potable Water (Less than 2-inch Diameter)	COP	N/A	PE	350	SD	200
Sanitary Sewer	ASTM C700 VCP	N/A	N/A	Extra Strength	BS	3.5

END OF SECTION

SECTION 15061
DUCTILE IRON PIPE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope:
 - 1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to furnish and install ductile iron pipe and fittings.
 - 2. The extent of ductile iron pipe to be furnished is shown on the Drawings and in the schedules included in Section 15051, Buried Piping Installation.
- B. Definition: Where cast iron pipe is specified, the term and symbol shall mean ductile iron pipe.
- C. Related Work Specified Elsewhere:
 - 1. Section 02200, Earthwork.
 - 2. Section 11295, Hydraulic Valves.
 - 3. Section 15050, Piping Systems.
 - 4. Section 15051, Buried Piping Installation.

1.2 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall have a minimum of five years of experience in the production of ductile iron pipe and fittings and shall show evidence of satisfactory service in at least five installations.
- B. Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, whether or not the document has been superseded by a version with a later date, discontinued, or replaced.
 - 1. ANSI B16.1 - Cast Iron Pipe Flanges and Flanged Fittings Class 25, 125, 250, and 800.
 - 2. ANSI B16.5 - Pipe Flanges and Flanged Fittings.
 - 3. ASTM C150 - Portland Cement.
 - 4. AWWA C104 (ANSI A21.4) - Cement Mortar Lining for Ductile Iron and Gray Iron Pipe and Fittings for Water.

5. AWWA C105 (ANSI A21.5) - Polyethylene Encasement for Ductile Iron Piping for Water and Other Liquids.
6. AWWA C110 (ANSI A21.10) - Ductile Iron and Gray Iron Fittings, 3" Through 48", for Water and Other Liquids.
7. AWWA C111 (ANSI A21.11) - Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings.
8. AWWA C115 (ANSI A21.15) - Flanged Ductile Iron and Gray Iron Pipe with Threaded Flanges.
9. AWWA C150 (ANSI A21.50) - Thickness Design of Ductile Iron Pipe.
10. AWWA C151 (ANSI A21.51) - Ductile Iron Pipe, Centrifugally Cast, in Metal Molds or Sand-Lined Molds, for Water or Other Liquids.
11. AWWA C153 (ANSI A21.53) - Ductile Iron Compact Fittings, 3" Through 12" for Water and Other Liquids.
12. AWWA C600 - Installation of Ductile Iron Water Mains and Their Appurtenances.
13. AWWA C606 - Grooved and Shouldered Type Joints.
14. MAG - Uniform Standard Specifications and Details for Public Work Construction.
15. City of Chandler Unified Standard Specifications.

1.3 SUBMITTALS

- A. Shall be in accordance with Section 15050, Piping Systems, submittal information.
- B. Each Shop Drawing submittal shall include a copy of the relevant Specification Section. Each and every paragraph of the Specification Section shall be clearly marked to indicate whether the requirements for equipment and/or services in the Specification Section are met. If clarifications are needed to any of the paragraphs in the Specification Section, they shall be addressed next to the paragraph or in an attached letter as such and explained further with any additional information necessary. If any exceptions and/or deviations are proposed to any of the Specifications, they shall be clearly noted as such in the submittal, and an explanation of any deviation and/or exception shall be provided. The CONTRACTOR shall furnish equipment and/or services as specified if an exception and/or deviation is rejected.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Pipe design, materials, and manufacturer shall comply with the following documents:

ITEM	DOCUMENT
Thickness Design	AWWA C150
Manufacturing Requirements: Water or Other Liquid	AWWA C151
Gravity Service Pipe	ASTM A716
Joints: Rubber Gasket Threaded Flange	AWWA C111 AWWA C115
Fittings: Water or Other Liquid	AWWA C110/AWWA C153
Cement Mortar Lining	AWWA C104
Polyethylene Encasement	AWWA C105

2.2 PIPE

- A. Unless otherwise specified, ductile iron pipe shall be Pressure Class 350 for below ground installations and Special Thickness Class 53 for above ground.
- B. For grooved end pipe or flanged end, wall thickness shall be minimum Class 53, except where the specified pressure requires heavier pipe.
- C. All ductile iron pipes shall conform to the requirements of MAG Standard Specification Section 750 "Iron Water Pipe and Fittings."
- D. All ductile iron pipes shall be as manufactured by American Cast Iron Pipe Company, U.S. Pipe, Griffin Pipe Products Company, or approved equal.

2.3 GASKETS

- A. Unless otherwise specified, gasket stock shall be a synthetic rubber compound in which the elastomer is nitrile or neoprene.
- B. The compound shall contain not less than 50% by volume nitrile or neoprene and shall be free from factice, reclaimed rubber, and other deleterious substances.
- C. Gaskets shall comply with AWWA C111 for push-on and mechanical joints, and with AWWA C606 for grooved end joints.
- D. For high temperature gaskets refer to section 15050, Piping Systems.

2.4 FITTINGS

- A. Parent pipe and branch outlets shall be centrifugally cast ductile iron pipe designed in accordance with ANSI/AWWA C150/A21.50 and manufactured in accordance with ANSI/AWWA C151/A21.51. Minimum class shall be Thickness Class 53.

- B. Ends shall be flanged, restrained mechanical joint, or restrained push-on to suit the condition specified, except for transmission mains where indicated otherwise on the Drawings.
- C. The AWWA C153 compact ductile iron fittings in sizes 3-inches through 12-inches are an acceptable substitute for standard fittings, unless otherwise specified.
- D. Long radius elbows shall be provided where specified.
- E. Welded-on outlets shall be limited to branch outlets having a nominal diameter less than 70% of the nominal diameter of the main line pipe (maximum size of 30-inches). Welded-on outlets may be provided for tees, tangential outlets, or lateral outlets fabricated at a specific angle to the main line pipe as shown on the Drawings. Welded-on outlets shall be fabricated by the pipe manufacturer at the same facility where the pipe is produced. The pipe cement mortar lining shall only be applied or repaired after the outlet has been welded on at the manufacturing facilities where the pipe is produced. The pipe manufacturer shall have a minimum of five years experience in the fabrication and testing of outlets of similar size and configuration as shown on the Drawings or specified herein.
- F. Weldment for welded-on outlets shall be based on the method described in Section VII of the ASME Unified Pressure Vessel Code. Reinforcing welds shall be placed using Ni-Rod FC 55 cored wire or Ni-Rod 55 electrodes manufactured by INCO Alloys (or an electrode with equivalent performance properties). Carbon steel electrodes are not acceptable.
- G. All ductile iron pipe fittings shall be as manufactured by the same manufacturer as the ductile iron pipe.

2.5 JOINTS

- A. Push-On Joints:
 - 1. Push-on joints shall be the rubber ring compression type suitable for buried service. Unrestrained push-on joints shall be Fastite Joint as manufactured by American Cast Iron Pipe Company, the Tyton Joint as manufactured by U.S. Pipe, or equal. This joint is not permitted on fittings or specials, unless otherwise specified. Push-on joints shall have an allowable deflection of up to 5 degrees at specified pressures. Joint assembly and field cuts shall be made in strict conformance with AWWA C600 and pipe manufacturer's recommendations.
- B. Flange Assemblies:
 - 1. Unless otherwise specified, flanges shall be ductile iron and shall be threaded-on flanges conforming to ANSI/AWWA A21.15/C115 or cast-on flanges conforming ANSI/AWWA A21.10/C110.
 - 2. Flanges shall be adequate for 250 psi working pressure.
 - 3. Bolt circle and bolt holes shall match those of ANSI B16.1, Class 125 flanges and ANSI B16.5, Class 150 flanges.

4. Where specified, flanges shall be threaded-on or cast-on flanges conforming to ANSI B16.1, Class 250.
 5. Unless otherwise specified, bolts and nuts for flange assemblies shall conform with the requirements of Section 15120, Piping Specialties and Accessories. Gaskets shall be as specified with the requirements of Section 15120, Piping Specialties and Accessories.
- C. Mechanical Joints:
1. Where specified, restrained mechanical joints shall be the positive restraint type. Mechanical joints with retainer glands are not acceptable.
 2. Locked mechanical hydrant tees, bends, and adapters are an acceptable substitute for anchoring fire hydrants and valves to the pipe main.
- D. Restrained Joints:
1. Unless otherwise specified, restrained joints shall be flanged or grooved end for exposed service and push-on or grooved end for buried service. Restrained pipe shall be applied the entire length of pipe as shown on the Construction Drawings.
 2. Restrained joints for pipe shall be:
 - a. TR Flex Gripper Ring and TR Flex joint products with exact specifications as manufactured by US Pipe
 - b. American Fast Grip and Flex-Ring joint as manufactured by American Cast Iron Pipe Company
 - c. MEGALUG Ductile Iron Pipe Restraints as manufactured by EBAA Iron Inc.
 - d. Or equal.
 3. Restrained joints for fittings shall be:
 - a. Series 1100 megalug restraint produced by EBAA Iron, Inc.
 - b. Series 3000-30000S Stargrip by Star Pipe Products
 - c. Sigma DIP One Lok SLDE Series
 - d. Tyler Union Tuf Grip Restraint
 4. Restrained joints shall be capable of being deflected after full assembly.
 5. Joint assembly shall be in strict conformance with AWWA C600 and manufacturer's recommendations.
 6. No field cuts of restrained pipe are permitted without prior approval of the Construction Manager.
- E. Bolts and Nuts:
1. Corrosion-resistant bolts and nuts for use with ductile iron joints shall be high-strength, low-alloy steel as specified in ANSI/AWWA C111/A21.11.
 2. Below grade installations require type 316 stainless steel.

2.6 PIPE COATING

- A. Unless otherwise specified, pipe and fittings shall be coated with asphaltic material as specified in AWWA C151.

- B. Polyethylene Encasement:
 - 1. All buried ductile iron pipe and fittings shall be wrapped with polyethylene film in tube form as specified in AWWA C105 and MAG Section 610.

2.7 PIPE LINING

- A. Cement mortar lining.
- B. Unless otherwise specified, interior surfaces of pipe and fittings shall be cement mortar lined in accordance with AWWA C104.
- C. Cement shall be ASTM C150, Type II or V, low alkali, containing less than 0.60% alkalies.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General:
 - 1. Piping runs specified on the Drawings shall be followed as closely as possible. Proposed deviations shall be submitted in accordance with Section 01300, Submittals.
 - 2. Pipe shall be installed in accordance with AWWA C600 and MAG Section 610.
- B. Insulating Sections:
 - 1. Where a metallic non-ferrous pipe or appurtenance is connected to ferrous pipe or appurtenance, an insulating section shall be provide.
- C. Anchorage:
 - 1. Anchorage shall be provided as specified. Calculations and Drawings for proposed alternative anchorage shall be submitted in accordance with Section 01300, Submittals.

3.2 ACCEPTANCE TESTING

- A. Hydrostatic pressure tests shall be conducted in accordance with Section 4 of AWWA C600, except that test pressures and allowable leakage shall be as listed in Section 15050, Piping Systems.
- B. The CONTRACTOR shall conduct the tests in the presence of the ENGINEER and/or OWNER.
- C. All welded-on outlets shall be rated for a working pressure of 250 psi and must have a minimum safety factor of 2.0 based on proof of design hydrostatic test results.

- D. Prior to the application of any coating or lining in the outlet area all weldments for branch outlets to be supplied on this project shall be subject to an air pressure test of at least 15 psi. Air leakage is not acceptable. Any leakage shall be detected by applying an appropriate soapy water solution to the entire exterior surface of the weldment and adjoining pipe edges or by immersing the entire area in a vessel of water and visually inspecting the weld surface for the presence of air bubbles. Any weldment that shows signs of visible leakage shall be repaired and retested in accordance with the manufacturer's written procedures.

3.3 POLYETHYLENE TUBE

- A. Polyethylene encasement shall be used on all buried ductile iron pipe, unless otherwise specified. Installation of polyethylene shall be as specified in MAG Section 610 and these Specifications. Pipe, fittings, valves, and couplings shall be wrapped. Fittings that require concrete backing shall be wrapped prior to placing the concrete.
- B. The polyethylene tube seams and overlaps shall be wrapped and held in place by means of a 2-inch wide plastic backed adhesive tape. The tape shall be Polyken No. 900 (polyethylene), Scotchwrap No. 50 (polyvinyl), or equal. The tape shall be such that the adhesive shall bond securely to both metal surfaces and polyethylene film. Bedding and initial backfill for polyethylene wrapped pipe shall be a well-graded granular material which will not cut or damage the polyethylene tube during placement and backfilling. Sharp angular material over 0.5-inches shall not be used with polyethylene encasement.

END OF SECTION

SECTION 15064

COPPER PIPE

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. CONTRACTOR shall provide all labor, materials, equipment and incidentals, as shown, specified, and required to furnish and install copper pipe and fittings.
2. The extent of copper pipe is shown and specified in the schedules included in Sections 15051, Buried Piping Installation.
3. All jointing materials, end caps, and other appurtenances and accessories shall be provided.
4. It is the intent of the Contract Documents to provide complete and workable piping systems. Any supplementary fittings and appurtenances required for proper completion of the Work shall be considered as having been included under this Section.

B. Related Sections:

1. Section 02200, Earthwork.
2. Section 15051, Buried Piping Installation.

1.2 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

1. Manufacturer shall have a minimum of five years of experience in the production of copper pipe and fittings, and shall show evidence of satisfactory service in at least five installations.
2. Each type of pipe and fitting shall be obtained from no more than one manufacturer.

B. Requirements of Regulatory Agencies: Comply with the applicable provisions of the following regulatory agencies, where applicable:

1. Underwriters' Laboratories, Inc.
2. National Fire Protection Association.
3. ASME, Boiler and Pressure Vessel Code.
4. State and Local Building Codes and Ordinances.
5. Uniform Plumbing Code.

C. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.

1. ANSI B16.22, Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.

2. ANSI B16.26, Cast Copper Alloy Fittings for Flared Copper Tubes.
 3. ASTM B32, Specification for Solder Metal.
 4. ASTM B42, Specification for Standard Size Seamless Copper Pipe.
 5. ASTM B68, Specification for Bright Annealed Seamless Copper Tube.
 6. ASTM B75, Specification for Seamless Copper Tube.
 7. ASTM B88, Specification for Seamless Copper Water Tube.
 8. ASTM B280, Specification for Seamless Copper Tube for Air-Conditioning and Refrigeration Field Service.
 9. ASTM B302, Specification for Threadless Copper Pipe.
 10. ASTM B306, Specification for Copper Drainage Tube (DWV).
- D. Inspection: The quality of all materials provided and adequacy of installation shall be subject to the review and approval of the ENGINEER.

1.3 SUBMITTALS

- A. Shop Drawings: Submit for approval the following:
1. Detailed drawings and data on pipe fittings and appurtenances. Submit these with Shop Drawings required under Section 15051, Buried Piping Installation.
- B. Certificates: Where specified or otherwise required by the ENGINEER, submit test certificates. Submit Certificates of Compliance with referenced standards.
- C. Each Shop Drawing submittal shall include a hard copy of the relevant Specification Section. Each and every paragraph of the Specification Section shall be clearly marked to indicate whether the requirements for equipment and/or services in the Specification Section are met. If clarifications are needed to any of the paragraphs in the Specification Section, they shall be addressed next to the paragraph or in an attached letter as such and explained further with any additional information necessary. If any exceptions and/or deviations are proposed to any of the Specifications, they shall be clearly noted as such in the submittal, and an explanation of any deviation and/or exception shall be provided. The CONTRACTOR shall furnish equipment and/or services as specified if an exception and/or deviation is rejected.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Refer to Section 15051, Buried Piping Installation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Threadless Copper Pipe: Pipe shall be assembled with brazing-joint pipe fittings. Material shall conform to ASTM B302.

- B. Couplings and Fittings for Copper Tubing:
 - 1. Unless otherwise specified, couplings for copper tubing 2-inch and smaller nominal diameter shall be compression type, bronze or brass, capable of holding the full bursting strength of the tubing and shall meet the requirements of ANSI B16.26.
 - 2. Product and Manufacturer: Provide fittings and couplings for copper tubing by one of the following:
 - a. Swagelok.
 - b. Gyrolok.
 - c. Or equal.
- C. No galvanized pipe or fittings shall be used for this installation.

2.2 JOINTING

- A. Reclaimed water piping shall be assembled with soldered type joints. Fittings shall conform to ANSI B 16.22, Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
- B. Soldered joints shall be 95-5 tin-antimony solder, conforming to ASTM B32.
- C. All joints shall conform to manufacturer's recommendations and shall be made by skilled workmen.
- D. Joints shall develop full strength and shall be greater than the pipe joined.

2.3 MARKING

- A. All items shall be marked or labeled with the following information:
 - 1. Metal or alloy designation.
 - 2. Temper.
 - 3. Size and schedule.
 - 4. ASTM specification number.
 - 5. Name and location of supplier.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Refer to Section 15051, Buried Piping Installation, for installation, testing and cleaning.
- B. Dielectric Protection: Copper tubing or fittings shall not be permitted to come in contact with steel piping, reinforcing steel, or other steel at any location. Electrical checks shall be made to ensure no contact is made between copper tubing and steel elements. Wherever electrical contact is demonstrated by such

test, CONTRACTOR shall provide dielectric protection as specified in Section 15120, Piping Specialties and Accessories.

- C. All copper piping being buried shall be provided with a protective covering or wrapping such as polyethylene wrap as specified in MAG Section 610.6 – Polyethylene Corrosion Protection.

END OF SECTION

SECTION 15067

VITRIFIED CLAY PIPE

PART 1 - GENERAL

1.1 SUMMARY

- A. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown on the plans, specified and required to furnish and install vitrified clay pipe, fittings and appurtenances.
- B. The CONTRACTOR shall replace all existing roadway pavement, utility services, ditches, monuments and other existing structures to their original condition.
- C. Any pipe, which does not meet specifications or has been rejected, shall be removed from the job site at no cost to the owner.
- D. The extent of vitrified clay pipe is shown within the Drawings and in the schedules included in Section 15051, Buried Piping Installation.

1.2 SECTION INCLUDES

- A. Vitrified Clay Pipe (VCP).

1.3 RELATED SECTIONS

- A. Section 02200, Earthwork.
- B. Section 15050, Piping Systems.
- C. Section 15051, Buried Piping Installation.

1.4 REFERENCES

- A. National Clay Pipe Institute (NCPI) Engineering Manual
- B. ASTM C12 – Standard Practice for Installing Vitrified Clay Pipe
- C. ASTM C301 – Test Methods for Vitrified Clay Pipe
- D. ASTM C425 – Compression Joints for Vitrified Clay Pipe and Fittings
- E. ASTM C700 – Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated
- F. ASTM C828 – Test Method for Low-Pressure Air Test of Vitrified Clay Pipe Lines

- G. ASTM C896 – Terminology Relating to Clay Products
- H. ASTM C1091 – Test Method for Hydrostatic Infiltration Testing of Vitrified Clay Pipe Lines

1.5 SUBMITTAL

- A. Shop Drawings: Submit for approval the following:
 - 1. Detailed drawings and data on pipe, fittings, gaskets, and appurtenances. Submit these with Shop Drawings required under Section 15051, Buried Piping Installation.
- B. The manufacturer shall submit design calculations to the ENGINEER. The design calculations shall be signed and sealed by a Registered Professional Engineer licensed in the State of Arizona. The design calculations shall indicate that the pipe wall thickness will be satisfactory for all conditions of external pressure and earth loadings, special physical loadings, and internal pressure.
- C. Certificates: Submit certificates of compliance with referenced standards.
- D. Also shall be in accordance with Section 15050, Piping Systems submittal information.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Refer to Section 15051, Buried Piping Installation.
- B. Refer to Manufacturer's recommendations.

PART 2 - PRODUCTS

2.1 SERVICE CONDITIONS

- A. General:
 - 1. Pipe shall be designed for an external live loading, including impact, equal to AASHTO, H-20 truck loading with earth cover as shown on the Drawings. The external loading shall be calculated in accordance with the National Clay Pipe Institute (NCPI) Engineering Manual and as modified in accordance with the City of Chandler Standard Specifications.
- B. Service Conditions:
 - 1. Liquid Service: (Refer to Section 15051, Buried Piping).
 - 2. Pipe overburden and trench bedding condition: Refer to Drawings.
 - 3. Pipe should be able to attain the full design life of the pipe when surrounding earth is at a continuous temperature of up to 90°C.

2.2 MATERIALS

- A. All materials used in the manufacturing of the piping and its components shall be new and of the best quality used for the purpose of commercial practice.

2.3 VITRIFIED CLAY PIPE (VCP) AND FITTINGS

- A. General:
 - 1. All VCP and fittings shall be suitable for use as a gravity sewer conduit. VCP shall be Extra Strength Vitrified Clay Pipe conforming to all the requirements of ASTM C700 and MAG Specifications Section 743.
 - 2. Fittings shall be made to such dimensions as will accommodate the joint system specified. Wye and Tee branch fittings shall be furnished with spurs securely fastened by the manufacturer to the barrel of the fitting. There shall be no projection on the inner surface of the barrel.
 - 3. Joints for vitrified clay pipe and fittings shall be factory applied, mechanical, flexible-compression type and shall conform to ASTM C425 – Compression Joints for Vitrified Clay Pipe and Fittings. Clay pipe joint material must be polyurethane. The polyurethane joint must be a standard joint for the pipe manufacturer furnishing pipe on this project for a minimum of five years for all pipe sizes specified. The polyurethane joint must meet all requirements of ASTM C425.
 - a. Rubber couplings used for mainline connections or reconnecting services shall be a stainless steel shielded rubber coupling. Gasket to meet ASTM C-425-91 Table 2. Shear ring to be Series 300 stainless steel with a minimum thickness of .012". Tightening bands shall be Series 316 stainless steel with stainless steel nut and bolt tightening clamps. Shear ring and clamps to meet all requirements of ASTM A-240-94A.
 - 4. All pipe load tested shall be loaded to the ultimate limit. The load test is destructive and any pipe section tested shall be rejected from installation.

PART 3 - EXECUTION

3.1 TRENCHING, BACKFILLING, AND SUBGRADE PREPARATION

- A. Trenching, backfilling, and sub-grade preparation shall conform to MAG Specifications Section 601 and 615, and the City of Chandler Wastewater Technical Design Manual. Bury depth shall be as shown in the Plans.
- B. Sheet, shore, and brace trenches, as necessary, to prevent caving or sliding of trench walls, to provide protection for workmen and the pipe, and to protect adjacent structures and facilities.

- C. Where solid timber sheeting is driven to a level below the top of pipe, it should not be removed after the pipe has been installed. The sheeting may be cut off at the level of the top of the pipe.
- D. If a movable shield is used, it is imperative that pipe already laid be securely blocked or braced to prevent opening of pipe joints when the shield is advanced in the trench.
- E. The bedding shall be placed on a flat undisturbed or restored trench bottom with a minimum thickness beneath the pipe barrel of 6 inches or one eighth of the outside diameter of the pipe, whichever is greater. "Carefully placed material" shall be sliced in the haunches of the pipe with a flattened shovel or other suitable tool.
- F. Pipe barrel shall be placed so that it is true to line and grade and to provide uniform and continuous support.
- G. Crushed stone and/or gravel shall have at least one fractured face on each stone. Other suitable materials may be approved by the Engineer.
- H. A foundation may be required if soft, spongy, unstable, or other similar material is encountered upon which bedding material or pipe is to be placed. Unstable material shall be removed to a depth ordered by the Engineer and replaced with foundation material suitably densified.

3.2 TESTING

- A. The CONTRACTOR shall be responsible for testing all pipelines. All testing shall be performed in the presence of the ENGINEER and conform to the following paragraphs.
- B. After installation, backfilling, compaction, cleaning and before paving, acceptance testing shall be performed by low pressure air testing.
- C. Air Testing
 - a. Testing shall be performed by the low pressure air test method conforming to ASTM C828 - Standard Test Method for Low Pressure Air Test of Vitrified Clay Pipe.
 - b. Each section between manholes or structures will be plugged. Air will be introduced into the plugged system. The system passes the test if the rate of air loss, as measured by the pressure drop from 3.5 psi to 2.5 psi, does not exceed the following table.

Table 1
Minimum Test Time for Various Pipe Sizes

Nominal Pipe Size, in.	T (time) min/100 ft	Nominal Pipe Size, in.	T (time) min/100 ft
4	0.3	24	3.6
6	0.7	27	4.2
8	1.2	30	4.8
10	1.5	33	5.4
12	1.8	36	6.0
15	2.1	39	6.6
18	2.4	42	7.3
21	3.0		

Lines which fail any testing will be evaluated, repaired/replaced and retested for compliance with these specifications and the cost of any re-testing shall be borne by the contractor.

D. Pressure testing for Gravity Pipe:

1. Shall be in accordance with Section 15050, Piping Systems.

END OF SECTION

SECTION 15120

PIPING SPECIALTIES AND ACCESSORIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope:
 - 1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to furnish and install all piping specialties and accessories. Included, but not limited to, are flexible couplings, mechanical couplings, flanged adapters, expansion joints, saddle taps.
- B. Related Work Specified Elsewhere:
 - 1. Division 15, Mechanical, Sections on piping and piping systems.

1.2 QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - 1. Manufacturer shall have a minimum of five years of experience in the production of substantially similar types of piping specialties specified and shall show evidence of satisfactory service in at least five installations.
 - 2. Each type of piping specialty and accessory shall be the product of one manufacturer.

1.3 SUBMITTALS

- A. Descriptive submittals shall be made in accordance with Section 01300, Submittals.
- B. Coordinate these with Shop Drawings required for the piping systems.
- C. Each Shop Drawing submittal shall include a copy of the relevant Specification Section. Each and every paragraph of the Specification Section shall be clearly marked to indicate whether the requirements for equipment and/or services in the Specification Section are met. If clarifications are needed to any of the paragraphs in the Specification Section, they shall be addressed next to the paragraph or in an attached letter as such and explained further with any additional information necessary. If any exceptions and/or deviations are proposed to any of the Specifications, they shall be clearly noted as such in the submittal, and an explanation of any deviation and/or exception shall be provided. The CONTRACTOR shall furnish equipment and/or services as specified if an exception and/or deviation is rejected.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Refer to Division 15, Mechanical, Sections on piping and piping systems.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Couplings: Unless otherwise specified, piping 2-inches in diameter and larger passing from concrete to earth shall be provided with two pipe couplings or flexible joints as specified within 2 feet or one pipe diameter of the structure, whichever is greater.
 - 1. Below-Grade Restrained Type Coupling:
 - a. Pressure and Service: Same as connected piping.
 - b. Material: ASTM A536 Ductile Iron.
 - c. Gasket: Suitable for water service and specification 15050.
 - d. Bolts and Nuts: Type 316 stainless steel bolts and nuts.
 - e. Product and Manufacturer:
 - 1) Series 3800, as manufactured by Ebaa Iron Inc.
 - 2) No approved equal.
 - 2. Sleeve Type, Couplings:
 - a. Pressure and Service: Same as connected piping.
 - b. Material: Carbon steel for carbon steel and exposed ductile iron piping systems, or stainless steel for stainless steel and buried or submerged ductile iron piping systems.
 - c. Gasket: Suitable for water service – NSF 61 Certified and specification 15050.
 - d. Bolts and Nuts: Alloy steel, corrosion-resistant, prime coated. Buried couplings shall have Type 316 stainless steel bolts and nuts.
 - e. Harnessing:
 - 1) Harness couplings to restrain pressure piping. Test pressures for pressure pipelines shall conform to the requirements of Section 15050, Piping Systems.
 - 2) Adjacent flanges shall be tied with bolts of corrosion resistant alloy steel. Provide flange mounted stretcher bolt plates as shown on the Drawings and to be designed by manufacturer, unless otherwise approved by the ENGINEER.
 - 3) Conform to dimensions, size, spacing and materials for lugs, bolts, washers and nuts as recommended by manufacturer and approved by ENGINEER for the pipe size, wall thickness and test pressure required. However, the following minimum bolting shall be provided, unless otherwise approved by the ENGINEER.

<u>Pipe Diameter (Inches)</u>	<u>Number of Bolts</u>	<u>Bolt Diameter (Inches)</u>	<u>At (Degrees)</u>
4	2	5/8	180
6-8	2	3/4	180
10-12	2	7/8	180 or 250
14-20	4	1	190
24-48	4	1	90
54	4	1	250
60	4	1-1/4	90

- f. Remove pipe stop, unless otherwise shown on the Drawings or specified.
- g. Product and Manufacturer: Provide one of the following:
 - 1) Type 501, Romac Industries.
 - 2) Or equal.
3. Flanged Adapters:
 - a. Description: One end of adapter shall be flanged and the other end shall have a sleeve type flexible coupling.
 - b. Pressure and Service: Same as connected piping.
 - c. Material: Cast iron or steel.
 - d. Gasket: Suitable for water service, and specification 15050.
 - e. Bolts and Nuts: Type 316 stainless steel.
 - f. Harnessing:
 - 1) Harness adapters to restrain pressure piping. Test pressures for pressure pipe lines are included in the piping schedules in Section 15051, Buried Piping Installation.
 - 2) For adapters 12-inch diameter and less, provide 1/2-inch minimum stainless steel anchor studs installed in a pressure tight anchor boss. Provide number of studs required to restrain test pressure and service conditions. Harness shall be as designed and recommended by manufacturer; however, the following minimum anchor studs shall be provided, unless otherwise approved by ENGINEER.
 - a) 6-inch Diameter and Less: Two.
 - b) 8-inch Diameter and Less: Four.
 - c) 10-inch Diameter and Less: Six.
 - d) 12-inch Diameter and Less: Eight.
 - 3) For adapters larger than 12-inch diameter, provide split-ring harness clamps with a minimum of four Type 316 stainless steel bolts. Harness assembly shall be as designed and recommended by manufacturer. Dimensions, sizes, spacing, and materials shall be suitable for service and conditions encountered and shall be approved by ENGINEER.
 - 4) Harness couplings to restrain pressure piping.
 - 5) Test pressures for pressure pipe lines are included in Section 15051, Buried Piping Installation.

- 6) Harnessing shall conform to the details shown on the Drawings.
- g. Product and Manufacturer: Provide one of the following:
 - 1) Style FCA501, as manufactured by Romac Industries.
 - 2) Style 128, as manufactured by Dresser.
 - 3) Or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install piping specialties and accessories in accordance with manufacturer's instructions.
- B. Make adjustments to expansion joints as required to ensure that they will be fully extended when the ambient temperature is at minimum operating temperature and fully compressed at maximum operating temperature for the system in which they are installed.

END OF SECTION

EXHIBIT D

ACCEPTED GMP/PRICE PROPOSAL



EXHIBIT D: GMP PROPOSAL FOR CITY OF CHANDLER - CHANDLER HEIGHTS ROAD UTILITY
RELOCATIONS. CHAPARRAL WAY: DOBSON TO LAKE DRIVE CMAR PROJECT

JANUARY 26, 2022

City of Chandler
Mr. Paul Young, P.E.
215 E. Buffalo Street
Chandler, Arizona 85224

City of Chandler Project No.: WW2111.401
Achen-Gardner Construction, LLC Project No.: 3938101

Dear Mr. Young:

Attached please find Achen-Gardner Construction, LLC's ("Achen-Gardner") GMP Proposal ("Proposal") including Schedule of Values (SOV) for installation of 8", 12" & 16" water lines and 15" sewer.

This GMP Proposal is for the amount not to exceed **\$1,371,579.28**. Achen-Gardner does not guarantee the Owner Allowance amount.

Should you have any questions and/or comments, please feel free to contact me at (480) 403-9399 or e-mail dbroderick@achen.com.

Sincerely,
ACHEN-GARDNER CONSTRUCTION, LLC

Dan Broderick, Sr. Project Manager

Attachments

INDEX OF EXHIBITS

JANUARY 26, 2022

CITY OF CHANDLER – CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS

GMP PROPOSAL FOR CHAPARRAL WAY: DOBSON TO LAKE DRIVE

PROJECT NO: WW2111.401

Exhibit D1:	Scope of Work
Exhibit D2:	Cost Model Form
Exhibit D3:	Schedule of Values
Exhibit D4:	List of GMP Documents
Exhibit D5	Clarifications and Assumptions
Exhibit D6:	Subcontractor and Supplier Solicitation Documentation, Award Recommendations and Quotes
Exhibit D7:	Baseline Project Schedule

EXHIBIT D1: SCOPE OF WORK

JANUARY 26, 2022

**CITY OF CHANDLER – CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS
GMP PROPOSAL FOR CHAPARRAL WAY: DOBSON TO LAKE DRIVE
PROJECT NO: WW2111.401**

The overall project scope includes the relocation of existing City- owned wastewater, reclaimed water and potable water pipes to clear an alignment for a proposed SRP undergrounding of a 230-Kilowatt transmission system. These relocations will occur on Chaparral Way (Dobson Road to Lake Drive) - Package no. 1, on Lake Drive (Chaparral to Alma School) - Package no. 2, on Alma School Road (Lake Drive to Chandler Heights Road) and Chandler Heights (Alma School Road to the Union Pacific Railroad) - Package 3, then work on Chandler Heights east of the Union Pacific Railroad - Package 4.

The Package 1 GMP project scope on Chaparral Way includes the installations of approximately: 70 LF of 8" waterline with valves and fittings, 70 LF of 12" waterline with valves and fittings, 260 LF of 16" waterline with valves and fittings, and 70 LF of 15" sewer with two new Polymer manholes. The replacement of existing concrete and asphalt surfaces due to the construction are included.

EXHIBIT D2: COST MODEL FORM

JANUARY 26, 2022

**CITY OF CHANDLER – CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS
GMP PROPOSAL FOR CHAPARRAL WAY: DOBSON TO LAKE DRIVE
PROJECT NO: WW2111.401**

Page 1 of 2

EXHIBIT D2					
CM@RISK GMP SUMMARY					
				Date:	26-Jan-22
Project Name:		Chandler Heights Road Utility Relocations			
Project Location:		Chaparral Way - Dobson to Lake			
City of Chandler Project No.:		WW2111.401			
					Amount
A. Cost of Work					
A1 Cost of Work (self-performed, subcontractors, suppliers no mark-up)					\$777,529.46
A2 Cost of Work (subcontractors, suppliers, materialmen)					
TOTAL COST OF WORK:					\$777,529.46
B. General Conditions					
					\$128,715.68
SUBTOTAL 1 (Cost of Work) (A + B):					\$906,245.14
C. CM@Risk's Fee					
					\$81,562.06
SUBTOTAL 2 (A + B + C):					\$987,807.20
D. Bonds and Insurance (on Subtotal 1)					
D1 Bonds (Payment and Performance)					\$7,249.96
D2 Insurance					\$17,671.78
TOTAL BONDS & INSURANCE:					\$24,921.74
SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):					\$1,012,728.94
E. Sales Tax					
E1 Sales Tax					\$51,345.36
E2 Tax Exempt Material Adjustment					-\$4,393.36
TOTAL SALES TAX:					\$46,952.00
F. Approved Allowances					
F1 Allowances					\$25,784.49
F2 Owner Allowance					\$286,113.85
TOTAL ALLOWANCES:					\$311,898.34

EXHIBIT D2: COST MODEL FORM

JANUARY 26, 2022

CITY OF CHANDLER – CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS

GMP PROPOSAL FOR CHAPARRAL WAY: DOBSON TO LAKE DRIVE

PROJECT NO: WW2111.401

Page 2 of 2

G. Contingencies							
G1	Construction Contingency						\$0.00
G2							\$0.00
						TOTAL CONTINGENCIES:	\$0.00
						TOTAL GMP PROPOSAL:	\$1,371,579.28
Establishment of Values:							
a. Cost of Work (A) and Allowances (F) to be submitted with GMP Proposal.							
b. General Conditions Cost (B) to be established in Baseline Cost Model.							
c. CM@Risk Fee as set forth in Section 3.7.3 of this Contract							

EXHIBIT D3: SCHEDULE OF VALUES

JANUARY 26, 2022

CITY OF CHANDLER – CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS

GMP PROPOSAL FOR CHAPARRAL WAY: DOBSON TO LAKE DRIVE

PROJECT NO: WW2111.401

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CITY OF CHANDLER CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS CMAR PROJECT
PROJECT NO.: WW2111.401

1/26/22

90% GMP FOR CHAPARRAL WAY: DOBSON TO LAKE
ACHEN-GARDNER CONSTRUCTION PROJECT NO. 3938101

EXHIBIT D3 - SCHEDULE OF VALUES 90% GMP




ACHEN-GARDNER CONSTRUCTION, LLC
550 S. 79th STREET
CHANDLER, AZ 85226

DESIGN DOCUMENT STAGE: 90% WILSON

PAY ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION/DEMOBILIZATION	LS	1.000	\$57,936.86	\$ 57,936.86
2	SURVEY	LS	1.000	\$4,000.00	\$ 4,000.00
3	INSTALL 8" DIP CL 350 WATERLINE & FITTINGS	LF	70.000	\$691.59	\$ 48,411.30
4	INSTALL 24" STEEL CASING (8" DIP)	LF	35.000	\$671.45	\$ 23,500.75
5	INSTALL 8" GATE VALVE	EA	2.000	\$3,240.96	\$ 6,481.92
6	INSTALL 12" DIP CL 350 WATERLINE & FITTINGS	LF	70.000	\$752.33	\$ 52,663.10
7	INSTALL 36" STEEL CASING (12" DIP)	LF	35.000	\$923.62	\$ 32,326.70
8	INSTALL 12" GATE VALVE	EA	2.000	\$4,383.11	\$ 8,766.22
9	INSTALL 16" DIP CL 350 WATERLINE & FITTINGS	LF	260.000	\$538.53	\$ 140,017.80
10	INSTALL 36" STEEL CASING (16" DIP)	LF	35.000	\$751.62	\$ 26,306.70
11	INSTALL 16" GATE VALVE	EA	2.000	\$8,189.28	\$ 16,378.56
12	INSTALL 1" COMBO AIR VAC VALVE	EA	2.000	\$8,037.58	\$ 16,075.16
13	REMOVE 15" PVC SEWER LINE	LF	70.000	\$181.56	\$ 12,709.20
14	REMOVE EXISTING MANHOLE	EA	1.000	\$8,719.23	\$ 8,719.23
15	INSTALL 15" VCP SEWER LINE	LF	70.000	\$535.34	\$ 37,473.80
16	INSTALL 60" POLYMER MANHOLE	EA	2.000	\$28,934.40	\$ 57,868.80
17	ASPHALT REMOVAL & REPLACEMENT	SY	310.000	\$210.26	\$ 65,180.60
18	SIDEWALK REMOVAL & REPLACEMENT	SF	660.000	\$14.95	\$ 9,867.00
19	CURB & GUTTER REMOVAL & REPLACEMENT	LF	100.000	\$43.56	\$ 4,356.00
20	VALLEY GUTTER REMOVAL & REPLACEMENT	LF	20.000	\$181.00	\$ 3,620.00
21	LANDSCAPING RESTORATION	LS	1.000	\$7,100.00	\$ 7,100.00
22	TRAFFIC CONTROL	LS	1.000	\$69,899.00	\$ 69,899.00
23	SWPPP	LS	1.000	\$6,157.50	\$ 6,157.50
24	BYPASS PUMPING	LS	1.000	\$61,713.26	\$ 61,713.26
	SUBTOTAL - DIRECT COST OF THE WORK (A1)				\$ 777,529.46

25	GENERAL CONDITIONS (B)	MO	2.0	\$ 64,357.84	\$ 128,715.68
RUNNING TOTAL NO. 1 - DIRECT COST OF THE WORK INCLUDING GCs					\$ 906,245.14
10100	OVERHEAD AND FEE (7.5% OH, 1.5% FEE)		9.00%		\$ 81,562.06
SUBTOTAL - OVERHEAD AND FEE					\$ 81,562.06
RUNNING TOTAL NO. 2 - DIRECT COST OF THE WORK + OH & FEE					\$ 987,807.20
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY) (D2)		1.95% (Calc on RT #1)		\$ 17,671.78
10300	BONDS (PAYMENT & PERFORMANCE) (D1)		0.80% (Calc on RT #1)		\$ 7,249.96
SUBTOTAL - INSURANCE AND BONDS					\$ 24,921.74
RUNNING TOTAL NO. 3 - DIRECT COST OF THE WORK + OH & FEE + INS & BOND					\$ 1,012,728.94
10400	SALES TAXES (5.07% or 7.8% of 65% of Running Total No. 3 (E1)		5.070%		\$ 51,345.36
10450	ESTIMATED TAX EXEMPT MATERIAL ADJUSTMENT (ALLOWANCE)(E2)		5.070%	\$ 86,654.00	\$ (4,393.36)
SUBTOTAL - SALES TAXES					\$ 46,952.00
RUNNING TOTAL NO. 4 - DIRECT COST OF THE WORK, + OH & FEE + INS & BOND + SALES TAXES)					\$ 1,059,680.94
26	ALLOWANCES (F1)	AL	1.0	\$ 25,784.49	\$ 25,784.49
10700	OWNER'S ALLOWANCE(AMOUNT INLC. MARK-UPS (F2)		27.0%		\$ 286,113.85
SUBTOTAL - ALLOWANCES AND CONTINGENCY (INCL MUs)					\$ 311,898.34
TOTAL GMP PROPOSAL					\$ 1,371,579.28

CITY OF CHANDLER CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS CMAR PROJECT					1/26/22
PROJECT NO.: WW2111.401					
90% GMP FOR CHAPARRAL WAY: DOBSON TO LAKE					
ACHEN-GARDNER CONSTRUCTION PROJECT NO. 3938101					
PAY ITEM 25 - GENERAL CONDITIONS DETAIL					
ACHEN-GARDNER CONSTRUCTION, LLC					
550 S. 79th STREET					
CHANDLER, AZ 85226					
					DESIGN DOCUMENT STAGE: 90%
					WILSON
PAY ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
25.1	PROJECT SUPERINTENDENT	352.00	HR	109.41	38,511.40
25.2	SPECIALTY SUPERINTENDENT	176.00	HR	104.01	18,306.00
25.3	PROJECT MANAGER	176.00	HR	109.41	19,255.70
25.4	PROJECT ENGINEER	352.00	HR	93.81	33,020.58
25.5	ICE AND WATER	2.00	MO	220.00	440.00
25.6	BUY CONSTRUCTION WATER	2.00	MO	1,750.00	3,500.00
25.7	TEMPORARY FACILITIES	2.00	MO	7,841.00	15,682.00
GENERAL CONDITIONS (DIRECT COSTS)					128,715.68
25	MONTHLY GENERAL CONDITIONS	2	MO	64,357.84	
NOTE See Main Schedule of Values Pay Item 25 for GCs					

CITY OF CHANDLER CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS CMAR PROJECT
PROJECT NO.: WW2111.401

1/26/22

90% GMP FOR CHAPARRAL WAY: DOBSON TO LAKE
ACHEN-GARDNER CONSTRUCTION PROJECT NO. 3938101

PAY ITEM 26 - SCHEDULE OF ALLOWANCES

ACHEN-GARDNER CONSTRUCTION, LLC
550 S. 79th STREET
CHANDLER, AZ 85226



DESIGN DOCUMENT STAGE: 90% WILSON

PAY ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	TOTAL
26.1	OFF-DUTY OFFICER (ALLOWANCE)	LS	1.0	\$ 14,960.00	\$ 14,960.00
26.2	PUBLIC RELATIONS (ALLOWANCE)	MO	2.0	\$ 3,500.00	\$ 7,000.00
	SUBTOTAL - DIRECT COST OF THE ALLOWANCES				\$ 21,960.00
10100	OVERHEAD AND FEE (7.5% OH, 1.5% FEE)		9.00%		\$ 1,976.40
	SUBTOTAL - OVERHEAD AND FEE @				\$ 1,976.40
	RUNNING TOTAL NO. 1 - DIRECT COST + OH & FEE				\$ 23,936.40
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY)		1.95%	(Calc on RT #1)	\$ 428.22
10300	BONDS (PAYMENT & PERFORMANCE)		0.80%	(Calc on RT #1)	\$ 175.68
	SUBTOTAL - INSURANCE AND BONDS				\$ 603.90
	RUNNING TOTAL NO. 2 - DIRECT COST + OH & FEE + INS & BOND				\$ 24,540.30
10400	SALES TAXES (5.07% or 7.8% of 65% of Running Total No. 3		5.070%		\$ 1,244.19
10450	ESTIMATED TAX EXEMPT MATERIAL ADJUSTMENT (ALLOWANCE)				
	SUBTOTAL - SALES TAXES				\$ 1,244.19
	TOTAL ALLOWANCES (SEE MAIN SCHEDULE OF VALUES PAY ITEM 26)				\$ 25,784.49
NOTE	ALLOWANCES ARE ESTIMATES				

EXHIBIT D4: LIST OF GMP DOCUMENTS

JANUARY 26, 2022

**CITY OF CHANDLER – CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS
GMP PROPOSAL FOR CHAPARRAL WAY: DOBSON TO LAKE DRIVE
PROJECT NO: WW2111.401**

- Wilson Engineers City of Chandler - Chandler Heights Road Utility Relocations, Chaparral Way: Dobson to Lake Drive 90% plan set (pages 1 to 10), Project No. WW2111.401 dated December 2021.
- Wilson Engineers Technical Specifications Submittal for City of Chandler – Chandler Heights Road Utility Relocations, Chaparral Way: Dobson to Lake Drive, City Project No. WW2111.401, dated December 2021 (Agency Review set, pages 1 to 123).
- Executed (12-16-21) Pre-construction Services Contract with Achen-Gardner Construction, LLC and the City of Chandler for the Chandler Heights Road Utility Relocations CMAR Project; City of Chandler Project No. WW2111.251.

EXHIBIT D5: CLARIFICATIONS AND ASSUMPTIONS

JANUARY 26, 2022

**CITY OF CHANDLER – CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS
GMP PROPOSAL FOR CHAPARRAL WAY: DOBSON TO LAKE DRIVE
PROJECT NO: WW2111.401**

NOTE: This GMP is based on the following clarifications and assumptions.

1. **Fee Exclusions:** GMP excludes all costs associated with City and/or ADOT permit and plan review fees, Quality Assurance (QA) (i.e. City/ADOT inspection and testing) costs, impact fees, and utility company fees, water meters/meter installations except for construction water, and/or any other fees not specifically identified herein.
2. **Unit Price Contract Administration:** This GMP will be administered as a Measured Quantity/Unit Price, Guaranteed Not-to-Exceed Contract. The Schedules of Values (Re: Exhibit D3) is defined by the individual work/pay items plus fee structure, and markups (re: Exhibit D3, Items 10100 through 10450). Final contract price/payout will be based on field measured, final completed quantities at the approved unit prices, approved allowance and/or contingency utilization, and approved change orders. It is understood that these City approved prices including mark-ups are the “Cost of the Work”. The mark-up structure on the Schedule of Values (Exhibit D3) will apply to Change Orders and/or Extra Work, allowances, and contingencies. The mark-ups for MAG section 109.5 do not apply for this contract. Pay Item under-runs and/or unused items shall fall to Owner’s Allowance for the duration of the project. Quantity over-runs shall be paid at the unit price established in the Schedule of Values for the pay item and shall be paid from Owner’s Allowance or Change Orders.
3. **Aerial Construction Photography:** Achen-Gardner shall provide a pre-construction video/photographs and progress photographs/videos periodically. Aerial videos shall only be provided if FAA and local approval is provided to fly a drone camera. Drone videos if allowed, shall be standard drone footage.
4. **Mobilization/Demobilization** – includes the following monthly items as defined in the Specifications: the field office fencing, work area fencing for three work sites, field offices, temporary utilities, material testing, and toilets for the two-month project duration. Therefore, the Mobilization/Demobilization Pay Item shall be invoiced monthly based on the two (2) month project duration.
5. **Utility Relocations / Unknown Buried Conflicts:** This GMP excludes all costs associated with removing, replacing and/or relocating any existing buried or overhead dry utilities and/or unknown buried conflicts.
6. **Final, For-construction Plans and Technical Provisions:** Funds required for revisions made between the 90% and final design documents shall come from Owners Allowance.

FEE SCHEDULE ITEM CLARIFICATIONS

ITEM NO.	DESCRIPTION	CLARIFICATION / ASSUMPTION
DIRECT COSTS		
1	Mobilization	<ul style="list-style-type: none"> • Mobilization & Demobilization • Pre-Construction Video & Progress Photos • Project Clean-Up • Known utility potholing • Small Tools & Consumables • Dust Permit • Project Sign • Quality Control based on MAG testing requirements for frequency and type. • Measured and paid on lump sum basis
2	Survey	<ul style="list-style-type: none"> • Survey, Staking, Registered Land Surveyor Certified As-Builts • Construction Redlines • GIS point collection and submission per City's GIS Mapping specifications • Registered Land Surveyor Certification of as-builts • Measured and paid on lump sum basis
3-12	Potable Water	<ul style="list-style-type: none"> • Includes all installation work associated; dig/lay/bedding/shading/backfill per MAG specs and as noted on drawings (ABC full depth where required), spoil/debris haul off, slurry backfill to full depth in transverse trenches, connections to existing waterlines/service connections (tees), installation of valves, and testing (bac tee & chlorination) • Includes 8", 12" and 16" waterline as noted on the plans. • Includes 24" & 36" steel casings where laterals are noted on plans; all lateral crossings to be placed under SRP duct banks. Each casing installation is based on all 35' at one time. • Work excludes cathodic protection for all DIP related components • Material pricing good for 30 days • Measured and paid for as noted on Exhibit D3 unit rates summary
13-16	Sewer	<ul style="list-style-type: none"> • Includes all installation work associated; dig/lay/bedding/shading/backfill, spoil/debris haul off, slurry backfill to full depth in transverse trenches, manhole connections, manhole installation/rehab as noted on plans, applicable sewer encasements, testing, and CCTV. • Includes 15" sewer as noted on the plans • Includes new polymer manholes 60" diameter as noted on the plans • Includes removal of existing manholes as noted on plans • Material pricing good for 30 days • Measured and paid for as noted on Exhibit D3 unit rates summary
17	Asphalt Removal & Replacement	<ul style="list-style-type: none"> • Includes all work associated with the construction including saw cutting, spoil/debris haul off, subgrade preparation, and installation of ABC, AC, tack coat, and slurry seal • Asphalt thickness to be replaced at 5" Asphalt Concrete (AC) on 12" ABC on Dobson and 3" Asphalt Concrete on 6" ABC as noted on the plans • Includes thermoplastic striping • Material pricing good for 30 days • Measured and paid for by the Square Yard
18-20	Concrete	<ul style="list-style-type: none"> • Includes all work associated; concrete removal, saw cutting, haul off, disposal, subgrade preparation, and replacement of concrete with like kind to match existing color and textured surfaces. Curb & Gutter replacements per mag 220, Sidewalk replacements per MAG 230 and valley gutter/apron replacements per MAG 240 • Material pricing good for 30 days • Measured and paid for as noted on Exhibit D3 unit rates summary

ITEM NO.	DESCRIPTION	CLARIFICATION / ASSUMPTION
21	Landscaping	<ul style="list-style-type: none"> Includes all work associated including granite removal, spoil/debris haul off, subgrade preparation, replacement of decomposed granite and restoration of existing irrigation system This price includes plant establishment & maintenance in accordance with City standards for period of 3 months Measured and paid for as noted on Exhibit D3 unit rates summary
22	Traffic Control	<ul style="list-style-type: none"> Traffic Control assumed to leave access of one lane in each direction except for installations of casings. Excludes any use of jersey barriers Message Boards - Variable Message Boards will set up 2 weeks prior to construction and then removed after 2 weeks after the start of construction. Includes 4 variable message boards Traffic Control Plans - Includes preparation, submission, and updates of Traffic Control Plans (TCP) Setup & Takedown - Includes installation, maintenance, and removal of barricades and signage in accordance with approved TCP Includes daily maintenance of barricades in accordance with approved TCP (assumes 6 hours per day) Barricades and no plating. Measured and paid on lump sum basis
23	SWPPP – Design, Implementation, & Maintenance	<ul style="list-style-type: none"> Includes SWPPP plan, implementation of plan, inspections, and removal at the completion of the project. Sweeping Track Out Pad Measured and paid on lump sum basis
24	Bypass Pumping	<ul style="list-style-type: none"> Includes installation and 2 week operation of bypass for 15” sewer line. Assumes that bypass line will need to be buried at Intel entrance and 2 locations on Dobson Rd. Includes asphalt removal and replacement at these locations.
25	General Conditions	<ul style="list-style-type: none"> Includes cost of Project Management – Project Supt., Specialty Supt. Project Manager, Project Engineer and vehicles. Ice/drinking water and construction water. Temporary Facilities (two months) – trailer, fencing, electrical service, yard rental, toilets, and trailer furnishings. Measured and paid on a weekly basis for Project Management and monthly for ice and water.
ALLOWANCES		
26.1	Off Duty Police Officer w/ vehicle (Allowance)	<ul style="list-style-type: none"> Chandler Off-Duty Police Office and Vehicle Hourly rate may be adjusted to match actual costs incurred (<i>City rates could be subject to change during the duration of the project</i>) Measured and paid on an hourly basis
26.2	Public Relations (Allowance)	<ul style="list-style-type: none"> Public outreach including business/residential notification, job walks and door hangers.
10700	Owner’s Allowance	<ul style="list-style-type: none"> For City requested upgrades and changes per Construction Contract Article 15.4.2 Owner’s Contingency Measured and paid for on a cost-plus basis unless unit prices can be utilized where applicable
CMAR FEE		
10100	CMAR Construction Fee	<ul style="list-style-type: none"> Measured and paid on calculation of 9.0% of subtotal direct costs, contingencies, allowances, and job overhead
BONDS AND INSURANCE		
10200	Insurance	<ul style="list-style-type: none"> Measured and paid on calculation of 1.95% of subtotal for direct costs.
10300	Performance and Payment	<ul style="list-style-type: none"> Measured and paid on calculation of .8% of subtotal for direct costs.

ITEM NO.	DESCRIPTION	CLARIFICATION / ASSUMPTION
	Bonds	
SALES TAX		
10400	Gross Receipts Tax	<ul style="list-style-type: none"> • Calculated based on 65% of 7.8% City of Chandler Sales Tax rate • Calculation may be adjusted to match actual sales tax incurred (City rates could be subject to change during the duration of the project) • Measured and paid on calculation of 5.07% of subtotal direct costs, contingencies, allowances, job overhead, CMAR fee, bonds and insurance
10450	Tax Exempt Material Adjustment	<ul style="list-style-type: none"> • Tax Exempt material adjustment for water line materials per Title 42 of the Arizona Revised Statutes (also reference AZDOR code 535 Pipes or Valves, 4" diameter or large used to transport oil, natural/artificial gas, water, coal slurry) • Measured and paid on lump sum basis

*** Allowance options with values are referenced above; allowance items can be reallocated to the base bid as requested.*

EXHIBIT D6: SUBCONTRACTOR AND SUPPLIER SOLICITATION DOCUMENTATION, AWARD RECOMMENDATIONS, AND QUOTES

JANUARY 26, 2022
CITY OF CHANDLER – CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS
GMP PROPOSAL FOR CHAPARRAL WAY: DOBSON TO LAKE DRIVE
PROJECT NO: WW2111.401

See following subcontractor and supplier award recommendations spreadsheet with quotes.

- 1) This Proposal is based on recommended awarded subcontractor and supplier resource values and related proposals/quote clarifications, inclusions, exclusions, escalation clauses, and qualifications. **These proposals/quotes follow this summary sheet.**
- 2) This summary reflects competitive bids with a specific scope/Schedule of Values provided to all subcontractors and suppliers at the time of solicitation. Actual quantities and extended totals reflected in the SOV may be different based on final quantity and cost adjustments due to ongoing revisions.

EXHIBIT D8: SUBCONTRACTOR SOLICITATION SUMMARY AND RECOMMENDATIONS Januray 26, 2022					
Scope of Work/Material	Subcontractor/Supplier Name	Bid/No Bid	Bid Amount	Selection Notes	Recommendations
ABC	Cemex	B	5,491.00	Lowest Qualified Bidder	Recommended
ABC	Buesing	B	5,945.00		
ABC	Vulcan	B	8,058.00		
Asphalt	Vulcan	B	9,769.00	Lowest Qualified Bidder	Recommended
Asphalt	Fisher Sand & Rock	NB	0.00		
Bypass	Rain for Rent	B	36,248.00	Lowest Qualified Bidder	Recommended
Bypass	Capital Pump	B	36,340.00		
Steel Casing	Trinity	B	25,584.00	Lowest Qualified Bidder	Recommended
Steel Casing	Dana Kepner	B	29,736.00		
Pipe Package	Core & Main	B	93,001.00	Lowest Qualified Bidder	Recommended
Pipe Package	Dana Kepner	B	100,580.00		
Pipe Package	Ferguson	NB	0.00		
Polymer Manhole Material	Armorock	B	18,034.00	Specialized	Recommended
Construct Manhole Base	Preach	B	6,650.00	Specialized	Recommended
Quality Control	Quality Testing	B	10,732.00	Lowest Qualified Bidder	Recommended
Quality Control	Ninyo Moore	B	22,489.00		
Quality Control	Alt AZ	NB	0.00		
Redimix	AZ Materials	B	82,213.00	Lowest Qualified Bidder	Recommended
Redimix	Desert Redimix	B	83,200.00		
Redimix	Calportland	B	92,854.00		
Survey	Survey Innovation Group-Rick	B	4,000.00	Lowest Qualified Bidder	Recommended
Survey	Bench Mark	NB	0.00		
Survey	Atwell	NB	0.00		
Traffic Control	Trafficade	B	69,899.00	Qualification Based - performance	Recommended

Quote Analysis Report

Achen-Gardner Construction, LLC 71 Mark McLafferty
39381001 CHANDLER HEIGHTS RD DOBSON/CHAPPARAL

Page 1 of 1
1/13/2022 9:29 AM

AGGREGATES AGGREGATES

Vendor Code							CEMEXINC	BUESINGCORP	VULCANMATERI
Vendor Name							Cemex Inc	Buesing Corp	Vulcan Materials
Vendor Phone							7606377179	6022333339	6025288961
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	Unit Price	Unit Price
		2AGABC	ABC MAG	395.00	TN	15.0000	13.9000	15.0500	20.4000
Quoted Amount							5,491	5,945	8,058
Plugged Amount							0	0	0
Bond							0	0	0
Mobilization							0	0	0
% Adjustment							0	0	0
\$ Adjustment							0	0	0
Total Adjustment							0	0	0
Totals						5,925	5,491	5,945	8,058
Diff From Plug							-435	20	2,133
Total Minority							0	0	0

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

GENERAL INFORMATION

Account:	ACHEN-GARDNER CONSTRUCTION LLC	Project:	D - CHANDLER HEIGHTS RD UTILITY RELACATIONS
Account number:	3033003	Project Address:	4758 South Dobson Road Chandler, Arizona 85248
Contact:	Mark McLafferty		
E-mail:	mmclafferty@achen.com		
Phone:	480-940-1300	Doc. Expiration Date:	1/31/2022
		Price Valid from:	12/30/2021
		Price Valid to:	3/31/2022
Customer Service:	602-416-2658		
Sales Office Address:	5555 E. Van Buren Street, Suite 155, Phoenix, AZ 85008		

MATERIAL PRICING:

Material Number	Description	Plant	Quantity	UoM	Delivered Price	Truck Type	Notes
1307799	SPEC BASE COARSE	2108-8985-Agg Trading - Sacaton (SO-3233)	400.00	TON	\$13.50	16 WHEELER	DELIVERED IN SUPERS

ADDITIONAL CLAUSES

Category	Item	Value	UoM	Comments
Pricing Escalation	The prices are subject to an escalation of	x.xx	USD/ton	Effective , and each months thereafter
Surcharges and Fees	Variable Fuel surcharge	xx.xx	USD/Load	
	Environmental compliance fee	\$5.00	USD/Load	Charged on all loads
	Full freight recovery	xx.xx	USD/ton	Based on full freight for a load of 22 Tons
	Plant Opening fee for non business hours on weekdays, weekends	\$1,000.00	USD per Each	Subject to notification
	Saturday haul premium	Bid upon request	USD/ton	Aggregates account manager for pricing
	Standby charge	xx.xx	USD/min	Subject to notification
	Re-handling fee	\$40.00	USD/Load	Unsuitable material dumped at landfill, to be reloaded

Pricing Conditions

All Sales are subject to CEMEX Standard terms and conditions. Pricing quoted is per short ton and does not include sales tax. Applicable Sales Tax will apply unless Sales Tax exemption certificate is on file at CEMEX prior to pick up or delivery.

Delivered Pricing: Pricing is based on delivery during regular aggregate plant hours.

FOB Pricing: Material prices are FOB CEMEX facility at the designated location loaded onto buyer's trucks. Ownership of materials transfers from CEMEX to customer at gate.

Payment terms

Payment Terms are standard as follows: Net 10th Prox. (10th of the month following delivery or pick up)

Delayed portion of payment will attract a Finance charge of the lessor of 1.5% per month, 18% per annum or maximum permitted under applicable laws

Material Availability

All Materials are subject to availability by plant inventory, production schedules, shipping schedules, plant failure and / or equipment breakdown. CEMEX is not liable for lack of material, equipment, drivers, disruptions in transportation, and any other shortage.

Delivery Availability

All shipments are subject to truck availability.

Product Performance

All material is per engineer approval and is considered acceptable when tested and sampled per acceptable sampling standards at our plant.

Respectfully,

CEMEX Con Mat South,LLC

Donald Peters

Phone: 0

Email: donald.peters@cemex.com

Accepted by:

ACHEN-GARDNER CONSTRUCTION LLC

**BUESING CORP.**Highway / Heavy Construction
AZ Lic. # A-ROC200645*"Simply the Best"*

Date: 1/3/2022

To: Achen Gardner Construction

Attn: Mark McLafferty

Phone: -

Fax:

Bid Date:

January 3, 2022

Project No:

Project:

Chandler Heights Road Utilities

Location:

Dobson Road & Chaparral Way

City:

Chandler, Az

We are pleased to submit the following cost estimate:

Pricing Good Through 08/31/2022 (See Standard Provisions)

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	TOTAL
385	TON	NON LIMED MAG ABC DELIVERED IN SUPERS	\$ 15.05	\$ 5,794.25
			\$	\$

Standard Provisions***SUFFICIENT QUANTITIES PER DELIVERY TO INSURE 4 HOUR MINIMUM PER TRUCK****Prices do not include weekend, holiday, off hour, or overtime shipments. Additional charges may apply if any of these conditions occur. Unless otherwise stated, dirt haul prices exclude permits, loading, dust control & sweeping.**ALL PRICES ASSUME THAT BUESING CORP'S STANDARD INSURANCE IS ACCEPTABLE**Payment due on or before the 25th day of the month for work completed or materials delivered in the month prior. No retention withheld.*

**ALL PRICING WILL BE HONORED THROUGH THE DATE SPECIFIED ABOVE
 PROVIDED THAT WE RECEIVE A P.O., P.A., OR LETTER OF INTENT WITHIN 30 DAYS. If
 JOB AWARD IS LONGER THAN 30 DAYS PLEASE NOTIFY US WITHIN THE 30 DAYS,
 AND WE WILL NEGOTIATE WITH MATERIAL SUPPLIERS TO ALLOW THE PRICE TO BE HONORED**

Special Provisions**AGGREGATE PRICING INCLUDES AN ALLOWANCE OF 7 MINUTES FOR SUPERS TO GET FROM PROJECT ENTRANCE TO THE DUMPSITE, UNLOADED & BACK TO THE PROJECT ENTRANCE.**

**BUESING WILL MAKE EVERY REASONABLE EFFORT TO HONOR THIS QUOTE & MEET CUSTOMER PRODUCTION EXPECTATIONS.
 HOWEVER, MATERIAL & TRUCK AVAILABILITY ARE BEYOND OUR CONTROL. ACCEPTANCE OF THIS QUOTE SHALL NOT
 SERVE AS A GUARANTEE THAT MATERIALS AND/OR TRUCKS WILL BE AVAILABLE WHEN REQUESTED.**

If These Terms And Conditions Are Acceptable Please Sign This Form And Fax It Back To The Number Below**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, provided there is an understanding between parties that the prime and / or subcontractor must receive an official award. If an official award, contract or subcontract is not consummated this proposal shall become null and void.

Company Name: Achen Gardner Construction

Authorized Person's Signature: _____

Date: _____

*Thank you*and GOOD LUCK !!!

Respectfully Submitted: Cecil Wallace

3045 S 7th Street
(602) 845-3133Phoenix, Arizona 85040
Cell: (602) 799-5702

Quotation

Attn: Mark McLafferty

Quote Name: CHANDLER HEIGHTS RD UTILITY RELOCATI
Quote #: 507376

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

N DOBSON RD & E CHAPPARAL RD / SCOTT
AZ057705
SCOTTSDALE, AZ 85256

Date:	Wednesday, December 29, 2021	Sales Rep :	Brian Kochert
Quote Created:	Wednesday, December 29, 2021		2526 E University Drive
Effective From:	Wednesday, December 29, 2021	Phone:	PHOENIX, AZ 85034
Quote Expiration:	Friday, January 28, 2022	Fax :	480-536-0576
Price Expiration:	Thursday, June 30, 2022	Email:	kochertb@vmcmail.com

Special Instructions:

Material quoted based on no specs reviewed. If any changes or different material is required, material is subject to price adjustment

Prices quoted are for delivery during normal business hours - Monday thru Friday 6AM to 5PM. Plant Premium for Monday - Friday night production (per 8 hour shifts) will be charged \$2,000.00 per shift. Plant Premium for Friday night into Saturday morning production (per 8 hour shifts) will be charged \$2,000.00 per shift. Plant Premium for Saturday production (per 8 hour shifts) will be charged \$1,000.00 per shift. Plant Premium for Sunday production (per 8 hour shifts) will be charged \$2,000.00 per shift. Any overtime will be charged at \$350.00 per hour. Truck stand by will be charged on site after the first 20 minutes at the rate of \$93 per hour or \$1.55 per minute. All night work will be subject to an 8 hour minimum hourly haul charge. All weekend work will be subject to a 4 hour minimum hourly haul charge.

Plant	Product Name	Product #	Qty	U/M	Delivered Price Per Unit
LITCHFIELD RESALE	MAG SPEC ABC P105	1627P105	385	Tons	\$20.40
		Truck Type	STD FRT RATE		

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

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

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

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

Accepted by: _____

Date: _____

Sales Representative: _____

Date: _____

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

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

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

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

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

SHIPMENT AND DELIVERY

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

CREDIT AND DEFAULT

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

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479>.

EXCULPATORY PROVISIONS

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

CHANGE OF TERMS

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

APPLICABLE LAW

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

LIMITED WARRANTY AND WARRANTY DISCLAIMER

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

ASPHALT ASPHALT

Vendor Code							FISHERSANDAN	VULCANMATERI
Vendor Name							Fisher Sand and	Vulcan Material
Vendor Phone							4807301033	6025288961
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	Unit Price
		2AC12EVAC	REPLACE ASPHALT	98.00	TN	0.0000	0.0000	90.4500
		2AC12EVAC	BYPASS PUMPING	10.00	TN	0.0000	0.0000	90.4500
Quoted Amount							0	9,769
Plugged Amount							0	0
Bond							0	0
Mobilization							0	0
% Adjustment							0	0
\$ Adjustment							0	0
Total Adjustment							0	0
Totals						0	0	9,769
Diff From Plug							0	9,769
Total Minority							0	0

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

Green background indicates that the vendor is selected.

Quotation

Attn: Mark McLafferty

Quote Name: CHANDLER HEIGHTS RD UTILITY RELOCATI
Quote #: 507376

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

N DOBSON RD & E CHAPPARAL RD / SCOTT
AZ057705
SCOTTSDALE, AZ 85256

Date:	Tuesday, January 4, 2022	Sales Rep :	Brian Kochert
Quote Created:	Wednesday, December 29, 2021		2526 E University Drive
Effective From:	Tuesday, January 4, 2022		PHOENIX, AZ 85034
Quote Expiration:	Thursday, February 3, 2022	Phone:	480-536-0576
Price Expiration:	Thursday, June 30, 2022	Fax :	
		Email:	kochertb@vmcmail.com

Special Instructions:

PMTR price is contingent on the plant already running a terminal blend mix.

This Hot-Mix Asphalt quote is based on a published average selling price from Poten & Partners for liquid binder of \$515/per ton. Any increase in price of \$25.00 or greater will be billed to the customer at \$1.50 per ton for every \$25.00 increase. In the above example, if the published rack rate for liquid binder hits \$540/ton during the lifecycle of the project, an increase of \$1.50/ton will be added to each invoice for that month. If the rack rate climbs to \$565/ton, a second \$1.50 Binder Surcharge will go into effect. If pricing drops back down to the initial published rate, we'll adjust the price back to the original quoted per ton price.

Material quoted based on no specs reviewed. If any changes or different material is required, material is subject to price adjustment

Prices quoted are for delivery during normal business hours - Monday thru Friday 6AM to 5PM. Plant Premium for Monday - Friday night production (per 8 hour shifts) will be charged \$2,000.00 per shift. Plant Premium for Friday night into Saturday morning production (per 8 hour shifts) will be charged \$2,000.00 per shift. Plant Premium for Saturday production (per 8 hour shifts) will be charged \$1,000.00 per shift. Plant Premium for Sunday production (per 8 hour shifts) will be charged \$2,000.00 per shift. Any overtime will be charged at \$350.00 per hour. Truck stand by will be charged on site after the first 20 minutes at the rate of \$93 per hour or \$1.55 per minute. All night work will be subject to an 8 hour minimum hourly haul charge. All weekend work will be subject to a 4 hour minimum hourly haul charge.

Plant	Product Name	Product #	Qty	U/M	Delivered Price Per Unit
LITCHFIELD RESALE	MAG SPEC ABC P105	1627P105	385	Tons	\$20.40
		Truck Type STD FRT RATE			

ASPHALT

Plant	Product Name	Product #	Qty	U/M	Delivered Price Per Unit
GOMEZ HMA	3/4" EVAC - PG70-10	231511G	72	Tons	\$90.45
		Truck Type STD FRT RATE			
19TH AVE HMA	3/4" EVAC PG70-10	231511H	1	Tons	\$90.10
		Truck Type STD FRT RATE			
19TH AVE HMA	3/4" EVAC PG76-22TR+	236411H	1	Tons	\$113.10
		Truck Type STD FRT RATE			
19TH AVE HMA	3/4" EVAC PG70-16TR	236611H	1	Tons	\$105.10
		Truck Type STD FRT RATE			

Other Charges

Environmental Fee -Agg & Asphalt at \$4.00 / Load

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

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

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

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

Accepted by: _____

Date: _____

Sales Representative: _____

Date: _____

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

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

APPLICABLE LAW

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

LIMITED WARRANTY AND WARRANTY DISCLAIMER

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

BYPASS**BYPASS**

Vendor Code							RAINFORRENT		CAPITALPUMPE	
Vendor Name							Rain For Rent		Capital Pump &	
Vendor Phone							4808959225		4806265257	
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price		Unit Price	
145	2051090	4BYPASSPUMP	BYPASS PUMPING	1.00	LS	0.0000	36,247.5400		36,340.4500	
Quoted Amount							36,248		36,340	
Plugged Amount							0		0	
Bond							0		0	
Mobilization							0		0	
% Adjustment							0		0	
\$ Adjustment							0		0	
Total Adjustment							0		0	
Totals						0	36,248		36,340	
Diff From Plug							36,248		36,340	
Total Minority							0		0	

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

Green background indicates that the vendor is selected.



Rain For Rent
26001 S Arizona Ave
Chandler, AZ, 85248
480-895-9225
rainforrent.com
JWILSON@rainforrent.com

Achen-Gardner Construction, LLC
Account: 120490
550 S 79TH ST
CHANDLER, AZ, 85226
Mark McLafferty
480-940-1300
mmclafferty@achen.com

Dear Mark McLafferty,

Thank you for your inquiry. As requested, please find attached our proposal 1092-IND-2003666 for Chaparral/Dobson Sewer . We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Jon Wilson at 480-895-9225.

Thank you, and I look forward to working with you.

Regards,

Jon Wilson
JWILSON@rainforrent.com
Mobile: 602-725-7839
Branch: 480-895-9225
26001 S Arizona Ave
Chandler, AZ, 85248



Proposal #	1092-IND-2003666	Project Name	Chaparral/Dobson Sewer
Date Prepared	1/5/2022	Est. Delivery Date	1/24/2022
Prevailing Wage	No	Est. Completion Date	2/12/2022

Project Location
550 South 79th Street Chandler, AZ, 85226
Project Summary
Sewer bypass Dobson at Chaparral

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following:
Delivery, installation, operation, removal, pickup of all quoted materials/equipment

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Plans
Job Walk
Verbal / Written Request

Operating Parameters

Customer requests 4" DV100C pump for Primary and Standby.

Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:

Customer is responsible for:

1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.
5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).
6. Traffic control including permits and barricades to limit traffic exposure to job site.

System:

1. RFR will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system.
2. Customer will provide fueling.
3. RFR will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. <https://rainforrentcorp.box.com/v/pumpmaintenance>
4. Customer will supply all needed water for the commissioning, startup, and system testing. Project specific criteria for hydrotesting can be provided at an additional charge.



5. Customer shall provide all water for flushing and sanitation.
6. RFR shall provide labor for flushing and sanitation.
7. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.

Customer is responsible for:

1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.
4. Customer is responsible for identifying at-risk service laterals to evaluate and mitigate the potential for sewage backups. Customer must communicate the risk of flooding and other potential issues to affected property owners. This may require customer to install additional sewer plugs or backflow preventers.
5. Customer will provide sewer plugs and any associated installation, monitoring, and removal of sewer plugs.
6. Customer is responsible for any residual fluids in system once project is concluded to remove and properly dispose of.

Rental Release:

Contact the RFR office at 480-895-9225 to schedule rental release and equipment pickup when equipment/system is cleaned and ready to be released. **Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent.** RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote prior to scheduling, subject to crew and equipment availability.

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may apply subject to mutually agreed upon change order.

Billing

1. Delivery and first week's labor will be billed at the end of the first week of installation, supported by signed daily work tickets. Any additional labor will be billed weekly supported by signed day tickets.
2. Delivery and labor for this project will be billed upon completion of the installation.

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.



Rain For Rent
Sales Rep: Jon Wilson

Achen-Gardner Construction, LLC
Account: 120490
Proposal: 1092-IND-2003666

Achen-Gardner requests sewer bypass to support construction work.
Pricing is for 2 weeks with Pump Operation.

Equipment Rental = \$4,193.60 (2 weeks)
Services: Delivery/Return hauling, Install, 2 weeks x 24 hour Pump Operation, Removal= \$31,760.00.
Misc Fees are shown.

Details in Statement of Work.



Rain For Rent
Sales Rep: Jon Wilson

Achen-Gardner Construction, LLC
Account: 120490
Proposal: 1092-IND-2003666

PROJECT COSTS		
Estimated Rental Total		\$4,193.60
Estimated Environmental Recovery Fees		\$125.80
Total Estimated Recurring Charges		\$4,319.40
MOBILIZATION & DE-MOB COSTS		
Estimated Delivery		\$170.67
Estimated Installation		\$1,330.26
Estimated Removal		\$1,136.54
Estimated Pickup		\$170.67
Estimated Services		\$29,120.00
GRAND TOTAL		\$36,247.54

-Estimated costs do not include taxes

-Recurring rental project costs will be on a cycle/week/day basis+ tax

Customer Name

Customer Signature

Date

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number:

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

RPP	\$587.10	<input type="text"/>
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Created Date: 1/5/2022



Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel>. An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancellation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MRSA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below. 1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence. 2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment. 3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires. 4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.



Capital Pump & Equipment

9229 S Hardy Drive Tempe, AZ 85284
Phone: 480-626-5257 Email: Sales@cpepumps.com

Quote #: CP21-2887

Job Name: 18" Sewer Bypass

Customer: Achen Gardner
550 S 79th Street
Chandler AZ

Location: Dobson & Chaparral
Chandler, AZ

Contact: Mark McLafferty
Phone: 602-877-9392
Email: MMcLaffertyt@achen.com

Rental Equipment				RATES			
Qty	Unit	Rental Period	Description	Day	Week	4 Week	Total
2	ea.	Week	4" Silenced Pumps		\$ 884.00	\$ 2,652.00	\$ 1,768.00
2	ea.	Week	10' x 12' x 12" Spill Berms		\$ 50.00	\$ 150.00	\$ 100.00
1	ea.	Week	18" to 24" Multi size Plug		\$ 375.00	\$ 1,125.00	\$ 375.00
2	ea.	Week	6" X 20' Suction Stingers		\$ 75.00	\$ 225.00	\$ 150.00
650	ft	Week	6" DR17 HDPE Pipe		\$ 0.24	\$ 0.72	\$ 156.00
1	ea.	Week	Misc. Elbows Pipe & Fittings		\$ 158.33	\$ 475.00	\$ 158.33
			24/7 Pump Watch				
14		Day	1 person days 24/7 @ \$65.00 per Hr.	\$ 1,560.00			\$ 21,840.00
14		Day	Est. Fuel Burn 40 Gal Per day @\$4.25Gal	\$ 170.00			\$ 2,380.00
1		Sale	PE Stamped Bypass Plan	\$950.00			\$ 950.00

QUANTITIES ARE ESTIMATES

2 Week Rental Total

\$30,584.67

QUANTITIES USED WILL BE BILLED

**** This bypass is designed to pump 450gpm @ 20' TDH with
100% Pump redundancy ****

Delivery	\$375.00
Pick-up	\$375.00
Estimated Install Labor	\$3,125.00
Estimated Removal Labor	\$1,800.00
Estimated Sale Tax	\$ 80.78

ESTIMATE TOTAL -

\$36,340.45

Prepared by: Jerry Sheatz

Accepted by:

Date: Wednesday, December 15, 2021

Date:

Subject to Terms and Conditions on Page 2

Estimate valid for 30 days from issuance date



Capital Pump & Equipment

9229 S Hardy Drive Tempe, AZ 85284
Phone: 480-626-5257 Email: Sales@cpepumps.com

Terms, Conditions & Specifications

1. Customer agrees to abide by the terms and conditions on the purchase or rental contract.
2. Quantities are estimates and system is designed with information supplied by the customer. Any additional requirements will incur additional charges.
3. Customer responsible for all permits, traffic control, road crossings, etc.
4. Customer responsible for all FUEL & PM SERVICE during pump rentals.
5. Pump rate is based on **8 hour day, 48 hour week, 192 hour 4 week.** **N/A**
6. Overtime Charges, if applicable, are Computed: $(\text{Monthly Rate} / 192) \times .5 = \text{O/T Charge Per Hour}$ **N/A**
7. Labor rate is for normal working hours. Weekend or nighttime will incur additional charges.
8. Rental begins when equipment leaves CPE branch. Pumping systems are on rent during installation.
9. If Water Bridges are rented, they are placed under customer's direction. Customer accepts sole responsibility for placement, ongoing maintenance, and suitability for use in each specific traffic location.

JOB SPECIFIC TERMS, CONDITIONS & SPECIFICATIONS

CASING**STEEL CASING**

Vendor Code							TRIINITY	DANAKEPNERCO
Vendor Name							Trinity Product	Dana Kepner Co
Vendor Phone							6368879683	6022550234
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	Unit Price
		2CAS24	24" STEEL CASING	35.00	LF	0.0000	190.2100	177.1500
		2CAS36	36" STEEL CASING	70.00	LF	0.0000	270.3800	336.2300
Quoted Amount							25,584	29,736
Plugged Amount							0	0
Bond							0	0
Mobilization							0	0
% Adjustment							0	0
\$ Adjustment							0	0
Total Adjustment							0	0
Totals						0	25,584	29,736
Diff From Plug							25,584	29,736
Total Minority							0	0

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

Green background indicates that the vendor is selected.

Any claim(s) for damaged or incorrect must be made in writing within five (5) days of receipt of material to be considered valid. Due to the volatility of the steel and fuel markets, all quotations will be subject to surcharges at time of order and/or shipment. These surcharges will be monitored monthly and adjusted accordingly. Any recommendations are for educational purposes only, not for commercial work. All products are subject to prior sale. Trinity Products, LLC is not responsible for delivery problems, delays or costs incurred due to shipping or trucking problems. **IMPORTANT: Regarding All Coated Materials:** Damage to the coating from shipping and handling should be expected. Customer is responsible for all coating repairs. Also included in this agreement is the final pages, titled "Terms and Conditions of Sale of Goods" as a part of this order.

TERMS & CONDITIONS OF THE SALE OF GOODS

- 1. Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims whatsoever, demands, liabilities, causes of action, losses, damages, costs and expenses, including, without limitation, attorneys' fees and claims for breach of contract, bodily injury (including death) or property damage, arising out of or relating to Seller furnishing goods hereunder in accordance with shop drawings that were approved, approved as noted, or with respect to which no exceptions were taken, or in accordance with plans, specifications or other design documents furnished by Buyer to Seller. A shop drawing shall be deemed approved for all purposes and deemed consistent with plans, specifications and other design documents unless Buyer notifies Seller in writing of a specific objection having merit within 14 days of receipt of the shop drawing**
- 2. All materials and their attachments remain the property of Trinity Products, Inc. until all payments have been made in full.**
- 3. Trinity Products LLC's sales price is exclusive of any applicable sales tax, use tax, and any other transaction taxes that may be imposed by any governmental entity or agent thereof whether state, county, municipal, city or otherwise ("Governmental Entity"). The Customer shall be exclusively responsible for the complete payment of any sales, use or other transaction taxes and shall pay all invoiced sales, use or other transaction taxes upon its receipt of materials from Trinity Products, LLC unless it provides Trinity Products, LLC with a valid sales tax exemption certificate. In the event that any Governmental Entity at any time deems the Customer's sales tax exemption certificate to be invalid or inapplicable or otherwise determines that the transaction is subject to a sales tax, use tax, or other transaction taxes the Customer shall immediately upon demand provide Trinity Products, LLC and/or any of its successors and/or affiliates with monetary funds to cover all applicable sales tax, use tax, and any other transaction taxes that may have been assessed, including any applicable interest and penalties as well as any costs whatsoever incurred by Trinity Products, LLC, including, but not limited to, any attorney's fees and accountant's fees.**
- 4. Seller accepts Buyer's order only upon the terms and conditions on the face side hereof and as set forth herein (collectively the "TERMS"), The TERMS form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this agreement, and have no binding or enforceable effect. This agreement shall be binding on the parties and their respective successors and assigns. An e-mail or facsimile transmission by Seller to Buyer at Buyer's last known e-mail address or to Buyer's last known facsimile number shall be deemed delivered to Buyer upon Seller's transmission thereof, regardless of whether Buyer later claims non-receipt.**
- 5. Buyer's failure to object to any terms as proposed by Seller within ten (10) days after receipt of this Agreement shall be deemed to be Buyer's acceptance of those terms. In order for any change or amendment to this order to be binding upon Seller it must be accepted in writing by Seller.**
- 6. Unless Seller and Buyer otherwise agree in writing, Buyer shall pay Seller's invoice within thirty (30) days of the invoice date. Interest shall accrue on each late payment at the lesser of: (a) the highest rate permitted by law, and (b) one and one-half percent per month compounded monthly. Should Seller choose to hire an attorney to collect monies claimed due hereunder from Buyer to Seller, Buyer shall pay to Seller, in addition to all other sums due to Seller, the reasonable attorneys' fees, expert fees, costs and other expenses Seller incurs to pursue collection from the Buyer.**
- 7. Should Seller learn of any information that causes Seller concern about Buyer's ability to perform any of its obligations owing to Seller under this sale, Seller has the right to request Buyer to provide Seller adequate assurance of due performance on such terms as are deemed reasonable by Seller when acting in good faith, including the right to await full or partial payment from Buyer as demanded by Seller. In such an instance, Seller may suspend its performance pending Buyer's receipt of adequate assurance of due performance in a manner found acceptable by Seller.**
- 8. Acceptance of contracts is at all times subject to the Seller's credit approval and the Seller reserves the right to require full or partial payment in advance if, in the Seller's opinion, the financial condition of the Buyer does not justify shipment of material. If at any time, in the Seller's judgment, reasonable doubt exists as to the Buyer's financial responsibility, or if Buyer is past due in payment of any amount owing to Seller under this or any other contract, Seller reserves the right, without liability and without prejudice to any other remedies to suspend performance, decline to ship, or stop any material in transit, until Seller receives payment of all amounts owing to Seller whether or not due, or adequate assurance of such payment.**
- 9. Although title to the materials does not transfer from the Buyer to the Seller until the materials have been received at the subject construction site, and payments have been made by the Buyer to the Seller, all prices are F.O.B. Seller's warehouse in Missouri. Buyer shall arrange for all insurance. Risk of loss to each item sold hereunder passes to Buyer immediately before that item is shipped from Seller's warehouse. Title, ownership, and risk of loss of products and materials provided by Trinity Products, LLC to the Customer is transferred from Trinity Products, LLC to the Customer (1) at the site of the construction project after fabrication is complete and where the materials supplied by Trinity Products, LLC will actually be used and/or installed upon final written acceptance by the Customer if payment in full has been made by the Customer to Trinity Products, LLC, or (2) five (5) days after the aforementioned materials are delivered to the project site where they will be used and/or installed and payment in full has been made by the Customer to Trinity Products, LLC, whichever occurs first. Actual and constructive possession is not transferred at any other time with the SOLE EXCEPTION of the event of "Customer pickup" at any of the business locations of Trinity Products, LLC and/or its affiliate locations in the State of Missouri, in which case title, ownership, and risk of loss are transferred from Trinity Products, LLC to the Customer in the State of Missouri once payment in full has been made by the Customer to Trinity Products, LLC and the Customer will be invoiced and will pay all applicable Missouri sales/use taxes (including local tax). The Customer shall at all times remain exclusively responsible for payment to Trinity Products, LLC of any and all sales tax, use tax and any other transaction taxes that may be determined to be applicable by any Governmental Entity that emanate from this transaction(s) and shall also be responsible for any other costs incurred by Trinity Products, LLC as set forth in term #3 above.**

10. It is agreed that no retainage is allowed on this sale for labor or materials and invoices will be paid in full within the thirty day period specified. Any legal fees or other collection costs shall be borne by Buyer.

11. Seller shall not be responsible for any inability to perform under the TERMS or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Buyer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond Seller's reasonable control, whether similar or dissimilar to any of the foregoing.

12. Even if Seller has shop drawings prepared or Seller performs, or directs the performance, of other services in connection with this sale, this sale and the interpretation of the TERMS are nevertheless governed by Missouri law, including Article 2 of Missouri's Uniform Commercial Code.

13. Except for items sold "AS IS", Buyer shall inspect the goods sold hereunder upon their delivery and shall, to preserve a claim against Seller, notify Seller in writing within five (5) days thereafter of any defect or deficiency believed to be Seller's responsibility. Should any such item contain a defect, deficiency or non-conformity for which Seller is responsible, Seller shall repair or replace the item, at Seller's option, or Seller shall instruct Buyer in writing to return that item with shipping instructions in which case Seller's sole responsibility will be to return to Buyer the price paid therefor plus the cost for the return shipping if paid by the Buyer. Buyer's failure to furnish Seller timely notice of a defect, deficiency or non-conformity shall constitute unequivocal acceptance of the item(s). Except for the express warranties forming a part of the TERMS, **Seller disclaims all express and implied warranties, including implied warranties of merchantability and fitness for a particular purpose. Seller's liability to Buyer, whether in contract, warranty, tort or otherwise, is limited to that permitted under the "terms", and shall in no event exceed the purchase price hereunder. Notwithstanding anything seemingly to the contrary, Seller shall not be liable to Buyer for any special, incidental, indirect, liquidated or consequential damages, including without limitation damages for loss of use, lost time, delay, disruption, interference, loss of productivity, inconvenience, lost income, or lost profits.** Seller shall have no obligation to repair, replace, or accept the return of any item sold "AS IS". If Buyer inspects any of the goods prior to the delivery contemplated hereunder, the five (5) day notice period for those goods shall run from that pre-delivery inspection date.

14. Seller warrants that the material sold hereunder will conform to the description stated herein (subject to tolerances and variations consistent with current trade practices and practical testing and inspection methods); that Seller will convey good title thereto (except for any liens or encumbrances that may be caused by Buyer); and that Seller will repair or replace any defective or nonconforming material or repay the purchase price, as Seller may elect, if notified thereof in writing within one (1) year from the date of delivery. This is Seller's sole warranty with respect to the material. Seller makes no other warranty of any kind whatever express or implied and all implied warranties of merchantability and fitness for a particular purpose which exceed the aforesaid obligation are hereby disclaimed by Seller and excluded from this transaction.

15. Should Buyer wish to cancel this order, Buyer may do so only if Seller agrees in writing and material falls under standard material. In the event of any such cancellation of standard material, the purchase price shall become the sum of: (a) all costs and expenses, direct and indirect, incurred by Seller in producing the order up to the date Seller agreed in writing to the cancellation, plus (b) Seller's reasonable cancellation costs, which shall include a restocking charge of thirty-five percent (35) percent of the items not delivered to Buyer or returned by Buyer, plus (c) a reasonable markup for Seller's home office overhead and profit. Non-standard material is non-returnable and order may not be canceled. Materials deemed non-standard are available from Seller upon request.

16. Any offer made by Seller as part of this Part of this Agreement may be revoked by Seller prior to the acceptance of this Agreement in its entirety by Buyer. In any event, this offer shall only remain valid for thirty (30) days.

17. Buyer acknowledges that the "terms" form the contract and are deemed made in Missouri, and that Buyer, in relation to this sale, is deemed to be transacting business in Missouri. Any legal action concerning a claim or dispute involving Buyer and Seller, whether in contract, tort or otherwise, shall be brought in a state or federal court for the county or district in which Seller's office is located, and Buyer consents to the jurisdiction of that court in Missouri. notwithstanding the foregoing, any claim or dispute arising out of or relating to this contract, or to the goods or services supplied by Seller to Buyer, or to monies claimed due from Buyer to Seller, whether in contract, in tort, or otherwise, shall be decided by binding arbitration before a single arbitrator. If Buyer's address on this order is located in the United States, the arbitration shall be conducted under the construction industry arbitration rules of the American Arbitration Association. If Buyer's address on this order is located outside the United States, the arbitration shall be conducted under the international arbitration rules of the International Centre for dispute resolution. The arbitration award shall be enforceable in the state or federal court mentioned above. The arbitration locale shall be St. Louis, Missouri. Nothing herein shall be construed as preventing Seller from enforcing any claim or right to a mechanic's lien or any claim or right against a bond regardless of where such a claim must be filed or enforced.

18. Pricing is based on a continuous manufacturing schedule. Should this process be interrupted through no fault of the Seller. Seller shall be entitled to additional compensation. Any cost associated with such delays shall be identified by Seller and agreed to by Buyer prior to continuation with manufacturing.

19. Buyer will proceed with changes in the work herein specified only upon receipt of a written order from Buyer specifying the requested change and containing an agreed price and schedule adjustment.

20. Buyer's exclusive remedy against Seller for any damages suffered by Buyer in connection with the material and arising out of this transaction shall be for breach of contract, and Sellers' liability in this regard shall be limited to repair or replacement of defective or nonconforming material or repayment of the purchase price paid therefore by Buyer, as Seller may in its sole discretion elect. Because the sales price herein makes no provision for such risk, Seller shall in no event be liable to Buyer for any special or consequential damages including, but not limited to, erection costs, lost profits, good will, loss of time, unabsorbed overhead, inconvenience or commercial loss. Any action for breach of this contract must be commenced within one (1) year after the cause of action shall occur, and no such action may be maintained which is not commenced within such period.

21. If any provision of this Purchase Order, or portion of any provision, is declared or found to be unenforceable, the balance of this Purchase Order or such provision shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part hereof. In particular, if any interest rate provided for herein is higher than that permitted by applicable law, it shall automatically be amended to the highest legal rate.



CHANDLER HEIGHTS UTILITY RELOCATIONS -CMAR

DOBSON / CHAPPARAL

Bid Date:

Project Location: CHANDLER

PLEASE BE AWARE! THE PROPOSED CHINA TARIFF (SECTION 301, LIST 3) MAY AFFECT PRODUCTS OFFERED IN THIS QUOTATION. IF THE TARIFF IS IMPLEMENTED, THE ACTUAL INCREASE IN PRICING WILL BE PASSED ON.

Approximate Projected Lead Time for Delivery of Materials Listed on this Quotation is 90+ Days for Water & Sewer Projects and 180+ Days for Water Meters and/or Radios

Quote: BO122921B

TakeOff Name: ACHEN GARDNER LIST

Customer: ACHEN GARDNER CONST - PHOENIX

Sales Rep: Lex Cassiere

Phone: 602.369.2443

eMail: lCassiere@danakepner.com

Phoenix

2401 South 19th Avenue

Phoenix, AZ 85009

Standard Hours: 6:00a to 4:00p Monday through Friday

Phone: 602.255.0234

On Call: 602.757.7991

Assumptions

Chandler specifications will prevail in this proposal.

Terms and Conditions

Due to the extreme volatility of raw material, energy, and transportation costs, the prices shown in this quotation are only valid for 30 days, with the exception of PVC Pipe prices. PVC prices will be subject to the Manufacturers price in effect at the time of shipment. Order releases and shipments delivered 60 days beyond the order date, or as stipulated, will be subject to the price in effect at the time of shipment.

Totals are for estimating purposes only. Unit prices prevail.

Dana Kepner Company, Inc. is not responsible for manufacturers ability to ship material or hold prices.

Due to volatility in the copper commodity market, copper tubing pricing will be determined at time of shipment.

Quoted totals do not include taxes.

PVC and HDPE pricing is based on manufacturer's ability to direct ship to the jobsite.

This quote is for the supply of material only.

The materials specifications, sizes, and quantities listed are the interpretations of Dana Kepner Company, Inc. and are believed to be correct, but are not guaranteed.

Connecting hardware for Non-DK supplied material is not included in bid, unless otherwise noted.

PVC Sewer Pipe may come in 13', 14', 20', & 22' lengths, based on availability. Regardless of product description in this proposal.

Clay Pipe and Fittings are Non-Returnable.

PVC and HDPE material are considered Freight-On-Board from the manufacturer.

Terms are net 30, and Quote is based on award of complete project.

All returns must be approved by management and will have a minimum 15% restock charge. Nonstocks are not returnable, and are shaded gray within this quote.

Manufacturer standard warranty applies.

Thank you for the opportunity to bid this project.

Quote Summary

WATER	8" DIP WATERLINE	\$7,395.88
	24" STEEL CASING (8" WATERLINE)	\$6,200.27
	8" GATE VALVE	\$4,221.06
	12" DIP WATERLINE	\$12,734.23
	36" STEEL CASING (12" WATERLINE)	\$11,703.62
	12" GATE VALVE	\$6,655.54
	16" DIP WATERLINE	\$49,759.31
	36" STEEL CASING (16" WATERLINE)	\$11,832.28
	16" GATE VALVE	\$13,677.26
	1" COMBO AIR VAC VALVE	\$2,675.65
	WATER Total:	\$126,855.10
SEWER	15" VCP SEWER	\$3,457.87
	SEWER Total:	\$3,457.87
Total Quote before Taxes:		\$130,312.97

8" DIP WATERLINE

****QUOTED TJ NON RESTRAINED DI PIPE & THE FIELD LOK GASKET QTY CALLED ON THE CUSTOMERS RFQ. CUSTOMER TO VERIFY WHAT TYPE OF RESTRAINED JOINT DI PIPE IS NEEDED****

**** QUOTE EPDM GASKET. CUSTOMER TO SPECIFY THE TEMPERATURE THE GASKETS NEED TO BE RATED AT. QUOTE MAY NEED TO BE REVISED ****

Qty	Unit	Description	Price	Total Price
1	108.0 FT	8"X18'1-1/2" PC350 DI PI PE TYTON JOINT, CMNT LIN DUCTILE IRON PIPE-ANSI A21.51	\$28.63	\$3,092.04
2	4.0 HNDRD	20"X400' BLACK POLY TUBE PERFORATED EVERY 20'	\$43.73	\$174.92
3	1.0 ROLL	3"X1000' DETECTABLE TAPE - WATER - BLUE	\$30.77	\$30.77
4	3.0 EA	2"X100' POLY TAPE, PRINTED CORROSION	\$6.48	\$19.44
5	500.0 FT	14 GAUGE TRACER WIRE, BL UE, 30-MIL, HI-STR 250#	\$0.16	\$80.00
6	2.0 EA	8" FIELD LOK GASKET	\$117.64	\$235.28
7	2.0 EA	8" FIELD LOK 350 GASKET (EPDM)(I)	\$180.59	\$361.18
8	5.0 EA	8" MJ 90 BEND, CL, SSB, DI, LESS ACCS	\$187.20	\$936.00
9	17.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$45.65	\$776.05
10	17.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$28.80	\$489.60
11	1.0 EA	8" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$189.00	\$189.00
12	1.0 EA	16X8" MJ TEE, CL, SSB, DI, LESS ACCS	\$838.80	\$838.80
13	2.0 EA	8" MJ CAP, SSB, DI, LESS ACCS	\$86.40	\$172.80
				\$7,395.88

Total Units: 100.0

Average Cost per FT: \$73.96

24" STEEL CASING (8" WATERLINE)

Qty	Unit	Description	Price	Total Price
1	1.0 EA	24"X 35' LONG STEEL CASING PIPE, .375 WALL	\$5,133.33	\$5,133.33
2	4.0 EA	CSS8-0824-SS-CR STAINLESS STEEL CASING SPACER 2X2 PATTERN8" WIDE	\$224.27	\$897.08
3	2.0 EA	ESW0824 END SEAL WRAP	\$84.93	\$169.86
				\$6,200.27

Total Units: 35.0

Average Cost per FT: \$177.15

8" GATE VALVE

Qty	Unit	Description	Price	Total Price
1	2.0 EA	8" MJ RW DI OL VALVE, LESS ACCS	\$1,122.76	\$2,245.52
2	2.0 EA	TYPE C 564 VALVE BOX W/NYLON WATER LID	\$242.93	\$485.86
3	10.0 FT	5" X 5' CAST IRON SH SOIL PIPE	\$49.93	\$499.30
4	2.0 EA	OES 8' VALVE STEM EXTENSION , GRAY	\$264.50	\$529.00
5	2.0 EA	SMALL DIRT RING	\$81.79	\$163.58
6	4.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$45.65	\$182.60
7	4.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$28.80	\$115.20
				\$4,221.06

Total Units: 2.0

Average Cost per Each: \$2,110.53

12" DIP WATERLINE

****QUOTED TJ NON RESTRAINED DI PIPE & THE FIELD LOK GASKET QTY CALLED ON THE CUSTOMERS RFQ. CUSTOMER TO VERIFY WHAT TYPE OF RESTRAINED JOINT DI PIPE IS NEEDED****

**** QUOTE EPDM GASKET. CUSTOMER TO SPECIFY THE TEMPERATURE THE GASKETS NEED TO BE RATED AT. QUOTE MAY NEED TO BE REVISED ****

**** CAN USE THE REMAINDER OF THE DETECTABLE MARKING TAPE & TRACER WIRE FROM THE 8" SUBSECTION ****

Qty	Unit	Description	Price	Total Price
1	108.0 FT	12"X18' 1-1/2" PC350 DI PIPE TYTON JOINT, CMNT L DUCTILE IRON PIPE-ANSI A21.51	\$43.87	\$4,737.96
2	2.0 HNDRD	30"X200' BLACK POLY TUBE PERFORATED EVERY 20'	\$63.64	\$127.28
3	3.0 EA	2"X100' POLY TAPE, PRINTED CORROSION	\$6.48	\$19.44
4	2.0 EA	12" FIELD LOK GASKET	\$170.85	\$341.70
5	2.0 EA	12" FIELD LOK 350 GASKET (EPDM)(I)	\$266.82	\$533.64
6	17.0 EA	12" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$98.57	\$1,675.69
7	17.0 EA	12" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$38.41	\$652.97
8	6.0 EA	12" MJ 90 BEND, CL, SSB, DI, LESS ACCS	\$399.00	\$2,394.00
9	2.0 EA	12" MJ CAP, CL, SSB, DI, LESS ACCS	\$161.40	\$322.80
10	1.0 EA	12" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$304.20	\$304.20
11	1.0 EA	16X12" MJ TEE, CL, SSB, DI, LESS ACCS	\$1,624.55	\$1,624.55
				\$12,734.23

Total Units: 100.0

Average Cost per FT: \$127.34

36" STEEL CASING (12" WATERLINE)

Qty	Unit	Description	Price	Total Price
1	40.0 FT	36"X 40' R/L (RANDOM LENGTH) STEEL CASING PIPE .375 WALL	\$246.67	\$9,866.80
2	4.0 EA	CSS8-1236-SS-CR STAINLESSS STEEL CASING SPACER 2X2 PATTERN8" WIDE	\$366.67	\$1,466.68
3	2.0 EA	ESW1236 END SEAL WRAP	\$185.07	\$370.14
				\$11,703.62

Total Units: 35.0

Average Cost per FT: \$334.39

12" GATE VALVE

**** QUOTED 2 GATE VALVES. CUSTOMER TO VERIFY WHAT IS NEEDED ****

Qty	Unit	Description	Price	Total Price
1	2.0 EA	12" MJ RW DI OL VALVE, LESS ACCS	\$2,214.94	\$4,429.88
2	2.0 EA	TYPE C 564 VALVE BOX W/NYLON WATER LID	\$242.93	\$485.86
3	10.0 FT	5" X 5' CAST IRON SH SOIL PIPE	\$49.93	\$499.30
4	2.0 EA	OES 8' VALVE STEM EXTENSION , GRAY	\$264.50	\$529.00
5	2.0 EA	SMALL DIRT RING	\$81.79	\$163.58
6	4.0 EA	12" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$98.57	\$394.28
7	4.0 EA	12" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$38.41	\$153.64
				\$6,655.54

Total Units: 2.0

Average Cost per Each: \$3,327.77

16" DIP WATERLINE

****QUOTED TJ NON RESTRAINED DI PIPE & THE FIELD LOK GASKET QTY CALLED ON THE CUSTOMERS RFQ. CUSTOMER TO VERIFY WHAT TYPE OF RESTRAINED JOINT DI PIPE IS NEEDED****

**** QUOTE EPDM GASKET. CUSTOMER TO SPECIFY THE TEMPERATURE THE GASKETS NEED TO BE RATED AT. QUOTE MAY NEED TO BE REVISED ****

**** CAN USE THE REMAINDER OF THE DETECTABLE MARKING TAPE & TRACER WIRE FROM THE 8" SUBSECTION ****

Qty	Unit	Description	Price	Total Price
1	270.0 FT	16"X18'1-1/2" PC350 DI PIPE TYTON JOINT, CMNT L DUCTILE IRON PIPE-ANSI A21.51	\$70.20	\$18,954.00
2	6.0 EA	2"X100' POLY TAPE, PRINTED CORROSION	\$6.48	\$38.88
3	3.1 HNDRD	34"X308' BLACK POLY TUBE (14-16") 8 MIL	\$66.72	\$205.50
4	7.0 EA	16" FIELD-LOK GASKET	\$396.13	\$2,772.91
5	2.0 EA	16" FIELD LOK 350 GASKET (EPDM)(I)	\$621.35	\$1,242.70
6	4.0 EA	16" MJ 90 BEND, CL, SSB, DI, LESS ACCS	\$903.00	\$3,612.00
7	44.0 EA	16" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$186.75	\$8,217.00
8	44.0 EA	16" MJ P R GASKET	\$23.54	\$1,035.76
9	528.0 EA	3/4X5" COR-TEN TEE HEAD BOLT, WITH NUT	\$3.63	\$1,916.64
10	4.0 EA	16" MJ 45 BEND, CL, SSB, DI, LESS ACCS	\$645.60	\$2,582.40
11	8.0 EA	16" L P MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$581.40	\$4,651.20
12	1.0 EA	16" FLANGED CROSS C110, CL, TC	\$2,627.12	\$2,627.12
13	2.0 EA	16" MJXFLG ADAPTOR, CL, SSB, DI, LESS ACCS	\$627.60	\$1,255.20
14	2.0 EA	16" MJ CAP, SSB, DI, LESS ACCS	\$324.00	\$648.00
				\$49,759.31

Total Units: 260.0

Average Cost per FT: \$191.38

36" STEEL CASING (16" WATERLINE)

Qty	Unit	Description	Price	Total Price
1	40.0 FT	36"X 40' R/L (RANDOM LENGTH) STEEL CASING PIPE .375 WALL	\$246.67	\$9,866.80
2	4.0 EA	CSS8-1636-SS-CR STAINLESSS STEEL CASING SPACER 2X3 PATTERN8" WIDE	\$406.07	\$1,624.28
3	2.0 EA	ESW1636 END SEAL WRAP	\$170.60	\$341.20
				\$11,832.28

Total Units: 35.0

Average Cost per FT: \$338.07

16" GATE VALVE

Qty	Unit	Description	Price	Total Price
1	2.0 EA	16" MJ X FLG RW DI OL VALVE, LESS ACCS	\$5,999.76	\$11,999.52
2	2.0 EA	TYPE C 564 VALVE BOX W/NYLON WATER LID	\$242.93	\$485.86
3	10.0 FT	5" X 5' CAST IRON SH SOIL PIPE	\$49.93	\$499.30
4	2.0 EA	OES 8' VALVE STEM EXTENSION , GRAY	\$264.50	\$529.00
5	2.0 EA	SMALL DIRT RING	\$81.79	\$163.58
				\$13,677.26

Total Units: 2.0

Average Cost per Each: \$6,838.63

1" COMBO AIR VAC VALVE

**** QUOTED PER THE CUSTOMERS RFQ. CUSTOMER TO VERIFY THAT ALL MATERIAL MEETS CHANDLER SPECS ****

**** CUSTOMER TO VERIFY ALL MATERIAL NEEDED ****

Qty	Unit	Description	Price	Total Price
1	1.0 EA	202B-1438 X 1" IP FORD BRASS SADDLE DOUBLE STRAP TO FIT13.20 TO 14.38 OD PIPE	\$251.71	\$251.71
2	1.0 EA	202B-962X1"IP FORD BRASS SADDLE DOUBLE STRAP TO FIT9.05 TO 9.62 OD PIPE	\$173.62	\$173.62
3	60.0 FT	1"X20' K HARD COPPER TUBE	\$8.81	\$528.60
4	8.0 EA	1" SOLDER JOINT 90 BEND	\$3.37	\$26.96
5	2.0 EA	NL 1" FB1100 FORD CORP STOP (BALL CORP)	\$86.21	\$172.42
6	2.0 EA	NL 1" L84-44 FORD PJ ELL 1\ MALE IRON PIPE THREAD TO 1\ PACK JOINTFOR COPPER OR PLASTIC TUBING (CTS)	\$37.01	\$74.02
7	2.0 EA	NL B11-444 1" FORD BALL VALVE WITH FEMALE IRON PIPE THREAD BOTH ENDS	\$108.38	\$216.76
8	2.0 EA	NL 1 X 6" BRASS NIPPLE	\$13.21	\$26.42
9	2.0 EA	1" 90 ELL, THREADED, NO LEAD BRASS	\$8.50	\$17.00
10	2.0 EA	1" ARI D-040-1" NYLON BASE AIR VAC	\$258.41	\$516.82
11	4.0 EA	NO 4 CONCRETE METER BOX, 22X33"	\$89.17	\$356.68
12	2.0 EA	POLYMER CONCRETE MAG #4 SOLID COVER, "WATER"	\$157.32	\$314.64
				\$2,675.65

Total Units: 2.0

Average Cost per Each: \$1,337.83

15" VCP SEWER

	Qty	Unit	Description	Price	Total Price
1	75.0	FT	15"X 7.5' CLAY PIPE, JCP	\$42.17	\$3,162.75
2	1.0	ROLL	ADEKA SWELL SEAL X 33' (4"-24")	\$127.26	\$127.26
3	2.0	EA	15" CLAY COUPLING	\$70.93	\$141.86
4	1.0	EA	GALLON CLAY PIPE LUBE	\$26.00	\$26.00
					\$3,457.87

Total Units: 72.0 Average Cost per FT: \$48.03

Material List

Prod ID	Description	Unit	Qty	Unit Price	Total Price
0308350	8"X18'1-1/2" PC350 DI PI PE TYTON JOINT, CMNT LIN DUCTILE IRON PIPE-ANSI A21.51	FT	108.0	\$28.63	\$3,092.04
0312350	12"X18' 1-1/2" PC350 DI PIPE TYTON JOINT, CMNT L DUCTILE IRON PIPE-ANSI A21.51	FT	108.0	\$43.87	\$4,737.96
0316350	16"X18'1-1/2" PC350 DI PIPE TYTON JOINT, CMNT L DUCTILE IRON PIPE-ANSI A21.51	FT	270.0	\$70.20	\$18,954.00
03GFL06EPDMNS	16" FIELD LOK 350 GASKET (EPDM)(I)	EA	2.0	\$621.35	\$1,242.70
03GFL08	8" FIELD LOK GASKET	EA	2.0	\$117.64	\$235.28
03GFL08EPDMNS	8" FIELD LOK 350 GASKET (EPDM)(I)	EA	2.0	\$180.59	\$361.18
03GFL12	12" FIELD LOK GASKET	EA	2.0	\$170.85	\$341.70
03GFL12EPDMNS	12" FIELD LOK 350 GASKET (EPDM)(I)	EA	2.0	\$266.82	\$533.64
03GFL16	16" FIELD-LOK GASKET	EA	7.0	\$396.13	\$2,772.91
09120H	1"X20' K HARD COPPER TUBE	FT	60.0	\$8.81	\$528.60
17C1575JCPNS	15"X 7.5' CLAY PIPE, JCP	FT	75.0	\$42.17	\$3,162.75
17CLUBE	GALLON CLAY PIPE LUBE	EA	1.0	\$26.00	\$26.00
18BG0840	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	EA	21.0	\$28.80	\$604.80
18BG1245	12" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	EA	21.0	\$38.41	\$806.61
18L0890	8" MJ 90 BEND, CL, SSB, DI, LESS ACCS	EA	5.0	\$187.20	\$936.00
18L08C	8" MJ CAP, SSB, DI, LESS ACCS	EA	2.0	\$86.40	\$172.80
18L08SL	8" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	EA	1.0	\$189.00	\$189.00
18L1290	12" MJ 90 BEND, CL, SSB, DI, LESS ACCS	EA	6.0	\$399.00	\$2,394.00
18L12C	12" MJ CAP, CL, SSB, DI, LESS ACCS	EA	2.0	\$161.40	\$322.80
18L12SL	12" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	EA	1.0	\$304.20	\$304.20
19G16	16" MJ P R GASKET	EA	44.0	\$23.54	\$1,035.76
19L1608T	16X8" MJ TEE, CL, SSB, DI, LESS ACCS	EA	1.0	\$838.80	\$838.80
19L1612T	16X12" MJ TEE, CL, SSB, DI, LESS ACCS	EA	1.0	\$1,624.55	\$1,624.55
19L1645	16" MJ 45 BEND, CL, SSB, DI, LESS ACCS	EA	4.0	\$645.60	\$2,582.40
19L1690	16" MJ 90 BEND, CL, SSB, DI, LESS ACCS	EA	4.0	\$903.00	\$3,612.00
19L16AMF	16" MJXFLG ADAPTOR, CL, SSB, DI, LESS ACCS	EA	2.0	\$627.60	\$1,255.20
19L16C	16" MJ CAP, SSB, DI, LESS ACCS	EA	2.0	\$324.00	\$648.00
19L16SL	16" L P MJ SOLID SLEEVE, SSB, DI, LESS ACCS	EA	8.0	\$581.40	\$4,651.20
20B5	3/4X5" COR-TEN TEE HEAD BOLT, WITH NUT	EA	528.0	\$3.63	\$1,916.64
30FXD1616NS	16" FLANGED CROSS C110, CL, TC	EA	1.0	\$2,627.12	\$2,627.12
311108	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	EA	21.0	\$45.65	\$958.65
311112	12" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	EA	21.0	\$98.57	\$2,069.97
311116	16" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	EA	44.0	\$186.75	\$8,217.00
33106NL	NL 1 X 6" BRASS NIPPLE	EA	2.0	\$13.21	\$26.42

Prod ID	Description	Unit	Qty	Unit Price	Total Price
34190NL	1" 90 ELL, THREADED, NO LEAD BRASS	EA	2.0	\$8.50	\$17.00
41ARID041	1" ARI D-040-1" NYLON BASE AIR VAC	EA	2.0	\$258.41	\$516.82
43DL08ML	8" MJ RW DI OL VALVE, LESS ACCS	EA	2.0	\$1,122.76	\$2,245.52
43DL12ML	12" MJ RW DI OL VALVE, LESS ACCS	EA	2.0	\$2,214.94	\$4,429.88
43DL16FML	16" MJ X FLG RW DI OL VALVE, LESS ACCS	EA	2.0	\$5,999.76	\$11,999.52
51564IN	TYPE C 564 VALVE BOX W/NYLON WATER LID	EA	6.0	\$242.93	\$1,457.58
64202B09624I	202B-962X1"IP FORD BRASS SADDLE DOUBLE STRAP TO FIT9.05 TO 9.62 OD PIPE	EA	1.0	\$173.62	\$173.62
64202B14384I	202B-1438 X 1" IP FORD BRASS SADDLE DOUBLE STRAP TO FIT13.20 TO 14.38 OD PIPE	EA	1.0	\$251.71	\$251.71
67B11444NL	NL B11-444 1" FORD BALL VALVE WITH FEMALE IRON PIPE THREAD BOTH ENDS	EA	2.0	\$108.38	\$216.76
67FB11004NL	NL 1" FB1100 FORD CORP STOP (BALL CORP)	EA	2.0	\$86.21	\$172.42
67L8444NL	NL 1" L84-44 FORD PJ ELL 1\ MALE IRON PIPE THREAD TO 1\ PACK JOINTFOR COPPER OR PLASTIC TUBING (CTS)	EA	2.0	\$37.01	\$74.02
68S190	1" SOLDER JOINT 90 BEND	EA	8.0	\$3.37	\$26.96
82CMB4	NO 4 CONCRETE METER BOX, 22X33"	EA	4.0	\$89.17	\$356.68
82PCL4	POLYMER CONCRETE MAG #4 SOLID COVER, "WATER"	EA	2.0	\$157.32	\$314.64
8820400BLK	20"X400' BLACK POLY TUBE PERFORATED EVERY 20'	HNDRD	4.0	\$43.73	\$174.92
8830200BLK	30"X200' BLACK POLY TUBE PERFORATED EVERY 20'	HNDRD	2.0	\$63.64	\$127.28
8834308BLK	34"X308' BLACK POLY TUBE (14-16") 8 MIL	HNDRD	3.1	\$66.72	\$205.50
88TAPEPR	2"X100' POLY TAPE, PRINTED CORROSION	EA	12.0	\$6.48	\$77.76
94AMC2005T	ADEKA SWELL SEAL X 33' (4"-24")	ROLL	1.0	\$127.26	\$127.26
94C011515	15" CLAY COUPLING	EA	2.0	\$70.93	\$141.86
94SP055SH	5" X 5' CAST IRON SH SOIL PIPE	FT	30.0	\$49.93	\$1,497.90
952437535NS	24"X 35' LONG STEEL CASING PIPE, .375 WALL	EA	1.0	\$5,133.33	\$5,133.33
953637540RLNS	36"X 40' R/L (RANDOM LENGTH) STEEL CASING PIPE .375 WALL	FT	80.0	\$246.67	\$19,733.60
95CSS80824SSCRNS	CSS8-0824-SS-CR STAINLESS STEEL CASING SPACER 2X2 PATTERN8" WIDE	EA	4.0	\$224.27	\$897.08
95CSS8123SSCRNS	CSS8-1236-SS-CR STAINLESSS STEEL CASING SPACER 2X2 PATTERN8" WIDE	EA	4.0	\$366.67	\$1,466.68
95CSS81636SSCRNS	CSS8-1636-SS-CR STAINLESSS STEEL CASING SPACER 2X3 PATTERN8" WIDE	EA	4.0	\$406.07	\$1,624.28
95ESW0824NS	ESW0824 END SEAL WRAP	EA	2.0	\$84.93	\$169.86
95ESW1236NS	ESW1236 END SEAL WRAP	EA	2.0	\$185.07	\$370.14
95ESW1636NS	ESW1636 END SEAL WRAP	EA	2.0	\$170.60	\$341.20
95TDWB3	3"X1000' DETECTABLE TAPE - WATER - BLUE	ROLL	1.0	\$30.77	\$30.77
95WT1430BLUHS	14 GAUGE TRACER WIRE, BL UE, 30-MIL, HI-STR 250#	FT	500.0	\$0.16	\$80.00
97SDR	SMALL DIRT RING	EA	6.0	\$81.79	\$490.74
97VSE8NS	OES 8' VALVE STEM EXTENSION , GRAY	EA	6.0	\$264.50	\$1,587.00
Total before Taxes:				\$130,312.97	

PIPEPK

PIPE PACAKGE

Vendor Code							FERGUSONWATE	COREMAIN	DANAKEPNERCO
Vendor Name							Ferguson Water	Core&Main	Dana Kepner Co
Vendor Phone							6024958420	4809267003	6022550234
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	Unit Price	Unit Price
		2CAV1	1" COMBO AIR VAC	2.00	EA	0.0000	0.0000	1,171.5400	1,337.8300
		2DIP12	12" DIP WATERLINE	70.00	LF	0.0000	0.0000	165.1500	181.9200
		2DIP16	16" DIP WATERLINE	260.00	LF	0.0000	0.0000	173.2100	191.3900
		2DIP8	8" DIP WATERLINE	70.00	LF	0.0000	0.0000	102.2300	105.6600
		2GV12	12" GATE VALVE	2.00	EA	0.0000	0.0000	3,051.9500	3,327.7700
		2GV16	16" GATE VALVE	2.00	EA	0.0000	0.0000	6,858.1200	6,838.6300
		2GV8	8" GATE VALVE	2.00	EA	0.0000	0.0000	1,909.8000	2,110.5300
		2VCP15	15" VCP	70.00	LF	0.0000	0.0000	46.6700	49.4000
Quoted Amount							0	93,001	100,580
Plugged Amount							0	0	0
Bond							0	0	0
Mobilization							0	0	0
% Adjustment							0	0	0
\$ Adjustment							0	0	0
Total Adjustment							0	0	0
Totals							0	93,001	100,580
Diff From Plug							0	93,001	100,580
Total Minority							0	0	0

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

Green background indicates that the vendor is selected.



Bid Proposal for Chandler Heights Utility Relocates Dobson / Chapparal

CUSTOMER	ACHEN GARDNER CONSTRUCTION LLC 550 S 79TH STREET CHANDLER, AZ 85226 Contact: Mark McLafferty (T) (480) 940-1300 mmclafferty@achen.com	Job Chandler Heights Utility Relocates Dobson / Chapparal Chandler, AZ Maricopa County Bid Date: 12/29/2021 Bid #: 2129460
	Sales Representative Vernon Pattan (T) 480-926-7003 (F) 480-926-7050 Vern.Pattan@coreandmain.com	Core & Main 1410 W Harvard Ave Gilbert, AZ 85233 (T) 480-926-7003
CONTACT		
NOTES		



Bid Proposal for Chandler Heights Utility Relocates Dobson / Chapparral

ACHEN GARDNER CONSTRUCTION LLC

Job Location: Chandler, AZ

Bid Date: 12/29/2021

Core & Main 2129460

Core & Main

1410 W Harvard Ave

Gilbert, AZ 85233

Phone: 480-926-7003

Fax: 480-926-7050

Seq#	Qty	Description	Units	Price	Ext Price
<p style="text-align: center;">DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.</p>					
10		8" DIP WATERLINE			
20	108	8 TJ PR350 DI PIPE	FT	26.48	2,859.84
30	2	8 TJ FIELD LOK 350 GASKET SBR	EA	123.52	247.04
50	1	8 SURE STOP LOCKING GASKET EPDM HEAT RATED	EA	160.15	160.15
80	5	8 MJ 90 C153 IMP	EA	174.14	870.70
90	17	8 TUFGRIP DI TLD-8 L/ACC (I)	EA	43.70	742.90
100	17	8 MJ REGULAR ACC SET L/GLAND	EA	25.80	438.60
110	1	8 MJ L/P SLV C153 IMP	EA	175.81	175.81
120	1	16X8 MJ TEE C153 IMP	EA	780.28	780.28
130	2	8 MJ CAP C153 IMP	EA	80.37	160.74
140	2	16 TUFGRIP DI TLD-16 L/ACC (I)	EA	136.87	273.74
150	2	16 MJ REGULAR ACC SET L/GLAND	EA	56.19	112.38
170	340	20"X340' POLYWRAP BLK F/6"-8" BS (W/20'PERF)	FT	0.59	200.60
180	2	T-10-2 UPC 10 MIL TAPE 2"X100'	EA	8.00	16.00
190	500	WIRE 14/1 X 500 UF BLUE SOLID FEED 500' ROLL	FT	0.13	65.00
200	1	3X1000' DET TAPE WATER BLUE	RL	52.03	52.03
				SUBTOTAL	7,155.81
220		8" GATE VALVE			
230	2	8 F6100 MJ RW GV OL ON L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	1,118.23	2,236.46
240	4	8 TUFGRIP DI TLD-8 L/ACC (I)	EA	43.70	174.80
250	4	8 MJ REGULAR ACC SET L/GLAND	EA	25.80	103.20
260	4	36 564-A BOTTOM ONLY IMP	EA	66.88	267.52
270	2	24 562-A BOTTOM ONLY IMP	EA	47.75	95.50
280	2	16 562-A TOP ONLY IMP	EA	47.03	94.06
290	2	SWSERVICE NPR600-WA 562A POLYM	EA	42.31	84.62
300	2	DC457 DEBRIS CAP-BLUE	EA	57.69	115.38
310	2	8'0" MAG EXT STEM ONLY	EA	253.66	507.32
320	2	VLV STEM EXT SMALL DIRT RING	EA	70.45	140.90
				SUBTOTAL	3,819.76
340		12" DIP WATERLINE			
350	108	12 TJ PR350 DI PIPE	FT	40.56	4,380.48



Bid Proposal for Chandler Heights Utility Relocates Dobson / Chapparral

Bid #: 2129460

Seq#	Qty	Description	Units	Price	Ext Price
360	2	12 TJ FIELD LOK 350 GASKET SBR	EA	179.39	358.78
380	2	12 SURE STOP LOCKING GASKET EPDM HEAT RATED	EA	241.65	483.30
410	17	12 TUFGRIP DI TLD-12 L/ACC (I)	EA	94.36	1,604.12
420	17	12 MJ REGULAR ACC SET L/GLAND	EA	35.55	604.35
430	6	12 MJ 90 C153 IMP	EA	371.16	2,226.96
440	2	12 MJ CAP C153 IMP	EA	150.14	300.28
450	1	12 MJ L/P SLV C153 IMP	EA	282.98	282.98
460	1	16X12 MJ TEE C153 IMP	EA	932.65	932.65
470	2	16 TUFGRIP DI TLD-16 L/ACC (I)	EA	136.87	273.74
480	2	16 MJ REGULAR ACC SET L/GLAND	EA	56.19	112.38
				SUBTOTAL	11,560.02
500		12" GATE VALVE			
510	2	12 F6100 MJ RW GV OL ON L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	2,206.36	4,412.72
520	4	12 TUFGRIP DI TLD-12 L/ACC (I)	EA	94.36	377.44
530	4	12 MJ REGULAR ACC SET L/GLAND	EA	35.55	142.20
540	2	36 564-A BOTTOM ONLY IMP	EA	66.88	133.76
550	2	24 562-A BOTTOM ONLY IMP	EA	47.75	95.50
560	2	16 562-A TOP ONLY IMP	EA	47.03	94.06
570	2	SWSERVICE NPR600-WA 562A POLYM	EA	42.31	84.62
580	2	DC457 DEBRIS CAP-BLUE	EA	57.69	115.38
590	2	8'0" MAG EXT STEM ONLY	EA	253.66	507.32
600	2	VLV STEM EXT SMALL DIRT RING	EA	70.45	140.90
				SUBTOTAL	6,103.90
620		16" DIP WATERLINE			
630	270	16 TJ CL50 PR350 DI PIPE	FT	65.64	17,722.80
640	7	16 TJ FIELD LOK 350 GASKET SBR	EA	415.95	2,911.65
660	2	16 SURE STOP LOCKING GASKET EPDM HEAT RATED	EA	540.24	1,080.48
690	4	16 MJ 90 C153 IMP	EA	840.00	3,360.00
700	44	16 TUFGRIP DI TLD-16 L/ACC (I)	EA	136.87	6,022.28
710	44	16 MJ REGULAR ACC SET L/GLAND	EA	56.19	2,472.36
720	4	16 MJ 45 C153 IMP	EA	600.56	2,402.24
730	8	16 MJ L/P SLV C153 IMP	EA	540.84	4,326.72
740	1	16 FLG CROSS C110 IMP	EA	2,489.30	2,489.30
750	2	16 MJXFLG ADPT C153 IMP	EA	583.81	1,167.62
760	2	16 MJ CAP C153 IMP	EA	301.40	602.80
770	6	16 MAG HDG BOLT&NUT KIT L/GSKT A307A HOT DIP GALV	EA	57.81	346.86
780	6	16X1/8 FF CLOTH IN RUBBER GSKT	EA	21.48	128.88
				SUBTOTAL	45,033.99
800		16" GATE VALVE			
810	2	16 F6106 MJXFLG RW GV OL L/ACC ON CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	6,000.00	12,000.00



Bid Proposal for Chandler Heights Utility Relocates Dobson / Chapparral

Bid #: 2129460

Seq#	Qty	Description	Units	Price	Ext Price
820	2	16 TUFGRIP DI TLD-16 L/ACC (I)	EA	136.87	273.74
830	2	16 MJ REGULAR ACC SET L/GLAND	EA	56.19	112.38
840	2	16 MAG HDG BOLT&NUT KIT L/GSKT A307A HOT DIP GALV	EA	57.81	115.62
850	2	16X1/8 FF CLOTH IN RUBBER GSKT	EA	21.48	42.96
860	2	36 564-A BOTTOM ONLY IMP	EA	66.88	133.76
870	2	24 562-A BOTTOM ONLY IMP	EA	47.75	95.50
880	2	16 562-A TOP ONLY IMP	EA	47.03	94.06
890	2	SWSERVICE NPR600-WA 562A POLYM	EA	42.31	84.62
900	2	DC457 DEBRIS CAP-BLUE	EA	57.69	115.38
910	2	8'0" MAG EXT STEM ONLY	EA	253.66	507.32
920	2	VLV STEM EXT SMALL DIRT RING	EA	70.45	140.90
				SUBTOTAL	13,716.24
940		1" COMBO AIR VAC VALVE			
950		PER DTL 106 / COC DTL C-319			
960	1	BR2B1314IP100 SAD 12X1IP 13.14-14.58 DBL STRAP BRNZ SAD	EA	242.57	242.57
970	1	BR2B0899IP100 SAD 8X1IP 8.99-9.67 DBL STRAP BRNZ SAD	EA	167.27	167.27
980	2	B25025N 1 BALL CORP MIPXCF AWWA IP X COP FLARE NO LEAD	EA	75.32	150.64
990	60	1 HARD K COPPER TUBE 20'	FT	8.17	490.20
1000	8	1 WROT COPPER 90 BEND CXC	EA	2.73	21.84
1010	2	P25172N 1 BALL CURB PJCTSXFIP PACK JT CTS X FIP NO LEAD	EA	115.43	230.86
1020	2	1X6 BRASS NIPPLE NO LEAD (I)	EA	11.73	23.46
1030	2	1 BRASS 90 NO LEAD (I)	EA	7.48	14.96
1040	2	1" ARI D040 AIR RELEASE VALVE	EA	257.56	515.12
1050	2	#4 CONC MB EXT/STACK BOX PHOE- NIX	EA	66.73	133.46
1060	2	#4 CONC METER BOX BODY PHOENIX	EA	66.73	133.46
1070	2	#4 MAG POLY LID W/AMR WATER A6001852-H9	EA	109.62	219.24
				SUBTOTAL	2,343.08
1090		15" VCP SEWER			
1100	75	BUILDPROD 15" CLAY PIPE	FT	39.95	2,996.25
1120	4	102800 15 PVC MH STOP RING	EA	39.26	157.04
1130	2	1001-1515 15 CLAYXCLAY CPLG	EA	56.57	113.14
				SUBTOTAL	3,266.43
				Sub Total	92,999.23
				Tax	0.00
				Total	92,999.23

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT:

<https://coreandmain.com/TandC/>



CHANDLER HEIGHTS UTILITY RELOCATIONS -CMAR

DOBSON / CHAPPARAL

Bid Date:

Project Location: CHANDLER

PLEASE BE AWARE! THE PROPOSED CHINA TARIFF (SECTION 301, LIST 3) MAY AFFECT PRODUCTS OFFERED IN THIS QUOTATION. IF THE TARIFF IS IMPLEMENTED, THE ACTUAL INCREASE IN PRICING WILL BE PASSED ON.

Approximate Projected Lead Time for Delivery of Materials Listed on this Quotation is 90+ Days for Water & Sewer Projects and 180+ Days for Water Meters and/or Radios

Quote: BO122921B

TakeOff Name: ACHEN GARDNER LIST

Customer: ACHEN GARDNER CONST - PHOENIX

Sales Rep: Lex Cassiere

Phone: 602.369.2443

eMail: lCassiere@danakepner.com

Phoenix

2401 South 19th Avenue

Phoenix, AZ 85009

Standard Hours: 6:00a to 4:00p Monday through Friday

Phone: 602.255.0234

On Call: 602.757.7991

Assumptions

Chandler specifications will prevail in this proposal.

Terms and Conditions

Due to the extreme volatility of raw material, energy, and transportation costs, the prices shown in this quotation are only valid for 30 days, with the exception of PVC Pipe prices. PVC prices will be subject to the Manufacturers price in effect at the time of shipment. Order releases and shipments delivered 60 days beyond the order date, or as stipulated, will be subject to the price in effect at the time of shipment.

Totals are for estimating purposes only. Unit prices prevail.

Dana Kepner Company, Inc. is not responsible for manufacturers ability to ship material or hold prices.

Due to volatility in the copper commodity market, copper tubing pricing will be determined at time of shipment.

Quoted totals do not include taxes.

PVC and HDPE pricing is based on manufacturer's ability to direct ship to the jobsite.

This quote is for the supply of material only.

The materials specifications, sizes, and quantities listed are the interpretations of Dana Kepner Company, Inc. and are believed to be correct, but are not guaranteed.

Connecting hardware for Non-DK supplied material is not included in bid, unless otherwise noted.

PVC Sewer Pipe may come in 13', 14', 20', & 22' lengths, based on availability. Regardless of product description in this proposal.

Clay Pipe and Fittings are Non-Returnable.

PVC and HDPE material are considered Freight-On-Board from the manufacturer.

Terms are net 30, and Quote is based on award of complete project.

All returns must be approved by management and will have a minimum 15% restock charge. Nonstocks are not returnable, and are shaded gray within this quote.

Manufacturer standard warranty applies.

Thank you for the opportunity to bid this project.

Quote Summary

WATER	8" DIP WATERLINE	\$7,395.88
	24" STEEL CASING (8" WATERLINE)	\$6,200.27
	8" GATE VALVE	\$4,221.06
	12" DIP WATERLINE	\$12,734.23
	36" STEEL CASING (12" WATERLINE)	\$11,703.62
	12" GATE VALVE	\$6,655.54
	16" DIP WATERLINE	\$49,759.31
	36" STEEL CASING (16" WATERLINE)	\$11,832.28
	16" GATE VALVE	\$13,677.26
	1" COMBO AIR VAC VALVE	\$2,675.65
	WATER Total:	\$126,855.10
SEWER	15" VCP SEWER	\$3,457.87
	SEWER Total:	\$3,457.87
Total Quote before Taxes:		\$130,312.97

8" DIP WATERLINE

****QUOTED TJ NON RESTRAINED DI PIPE & THE FIELD LOK GASKET QTY CALLED ON THE CUSTOMERS RFQ. CUSTOMER TO VERIFY WHAT TYPE OF RESTRAINED JOINT DI PIPE IS NEEDED****

**** QUOTE EPDM GASKET. CUSTOMER TO SPECIFY THE TEMPERATURE THE GASKETS NEED TO BE RATED AT. QUOTE MAY NEED TO BE REVISED ****

Qty	Unit	Description	Price	Total Price
1	108.0 FT	8"X18'1-1/2" PC350 DI PI PE TYTON JOINT, CMNT LIN DUCTILE IRON PIPE-ANSI A21.51	\$28.63	\$3,092.04
2	4.0 HNDRD	20"X400' BLACK POLY TUBE PERFORATED EVERY 20'	\$43.73	\$174.92
3	1.0 ROLL	3"X1000' DETECTABLE TAPE - WATER - BLUE	\$30.77	\$30.77
4	3.0 EA	2"X100' POLY TAPE, PRINTED CORROSION	\$6.48	\$19.44
5	500.0 FT	14 GAUGE TRACER WIRE, BL UE, 30-MIL, HI-STR 250#	\$0.16	\$80.00
6	2.0 EA	8" FIELD LOK GASKET	\$117.64	\$235.28
7	2.0 EA	8" FIELD LOK 350 GASKET (EPDM)(I)	\$180.59	\$361.18
8	5.0 EA	8" MJ 90 BEND, CL, SSB, DI, LESS ACCS	\$187.20	\$936.00
9	17.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$45.65	\$776.05
10	17.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$28.80	\$489.60
11	1.0 EA	8" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$189.00	\$189.00
12	1.0 EA	16X8" MJ TEE, CL, SSB, DI, LESS ACCS	\$838.80	\$838.80
13	2.0 EA	8" MJ CAP, SSB, DI, LESS ACCS	\$86.40	\$172.80
				\$7,395.88

Total Units: 100.0

Average Cost per FT: \$73.96

24" STEEL CASING (8" WATERLINE)

Qty	Unit	Description	Price	Total Price
1	1.0 EA	24"X 35' LONG STEEL CASING PIPE, .375 WALL	\$5,133.33	\$5,133.33
2	4.0 EA	CSS8-0824-SS-CR STAINLESS STEEL CASING SPACER 2X2 PATTERN8" WIDE	\$224.27	\$897.08
3	2.0 EA	ESW0824 END SEAL WRAP	\$84.93	\$169.86
				\$6,200.27

Total Units: 35.0

Average Cost per FT: \$177.15

8" GATE VALVE

Qty	Unit	Description	Price	Total Price
1	2.0 EA	8" MJ RW DI OL VALVE, LESS ACCS	\$1,122.76	\$2,245.52
2	2.0 EA	TYPE C 564 VALVE BOX W/NYLON WATER LID	\$242.93	\$485.86
3	10.0 FT	5" X 5' CAST IRON SH SOIL PIPE	\$49.93	\$499.30
4	2.0 EA	OES 8' VALVE STEM EXTENSION , GRAY	\$264.50	\$529.00
5	2.0 EA	SMALL DIRT RING	\$81.79	\$163.58
6	4.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$45.65	\$182.60
7	4.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$28.80	\$115.20
				\$4,221.06

Total Units: 2.0

Average Cost per Each: \$2,110.53

12" DIP WATERLINE

****QUOTED TJ NON RESTRAINED DI PIPE & THE FIELD LOK GASKET QTY CALLED ON THE CUSTOMERS RFQ. CUSTOMER TO VERIFY WHAT TYPE OF RESTRAINED JOINT DI PIPE IS NEEDED****

**** QUOTE EPDM GASKET. CUSTOMER TO SPECIFY THE TEMPERATURE THE GASKETS NEED TO BE RATED AT. QUOTE MAY NEED TO BE REVISED ****

**** CAN USE THE REMAINDER OF THE DETECTABLE MARKING TAPE & TRACER WIRE FROM THE 8" SUBSECTION ****

Qty	Unit	Description	Price	Total Price
1	108.0 FT	12"X18' 1-1/2" PC350 DI PIPE TYTON JOINT, CMNT L DUCTILE IRON PIPE-ANSI A21.51	\$43.87	\$4,737.96
2	2.0 HNDRD	30"X200' BLACK POLY TUBE PERFORATED EVERY 20'	\$63.64	\$127.28
3	3.0 EA	2"X100' POLY TAPE, PRINTED CORROSION	\$6.48	\$19.44
4	2.0 EA	12" FIELD LOK GASKET	\$170.85	\$341.70
5	2.0 EA	12" FIELD LOK 350 GASKET (EPDM)(I)	\$266.82	\$533.64
6	17.0 EA	12" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$98.57	\$1,675.69
7	17.0 EA	12" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$38.41	\$652.97
8	6.0 EA	12" MJ 90 BEND, CL, SSB, DI, LESS ACCS	\$399.00	\$2,394.00
9	2.0 EA	12" MJ CAP, CL, SSB, DI, LESS ACCS	\$161.40	\$322.80
10	1.0 EA	12" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$304.20	\$304.20
11	1.0 EA	16X12" MJ TEE, CL, SSB, DI, LESS ACCS	\$1,624.55	\$1,624.55
				\$12,734.23

Total Units: 100.0

Average Cost per FT: \$127.34

36" STEEL CASING (12" WATERLINE)

Qty	Unit	Description	Price	Total Price
1	40.0 FT	36"X 40' R/L (RANDOM LENGTH) STEEL CASING PIPE .375 WALL	\$246.67	\$9,866.80
2	4.0 EA	CSS8-1236-SS-CR STAINLESSS STEEL CASING SPACER 2X2 PATTERN8" WIDE	\$366.67	\$1,466.68
3	2.0 EA	ESW1236 END SEAL WRAP	\$185.07	\$370.14
				\$11,703.62

Total Units: 35.0

Average Cost per FT: \$334.39

12" GATE VALVE

**** QUOTED 2 GATE VALVES. CUSTOMER TO VERIFY WHAT IS NEEDED ****

Qty	Unit	Description	Price	Total Price
1	2.0 EA	12" MJ RW DI OL VALVE, LESS ACCS	\$2,214.94	\$4,429.88
2	2.0 EA	TYPE C 564 VALVE BOX W/NYLON WATER LID	\$242.93	\$485.86
3	10.0 FT	5" X 5' CAST IRON SH SOIL PIPE	\$49.93	\$499.30
4	2.0 EA	OES 8' VALVE STEM EXTENSION , GRAY	\$264.50	\$529.00
5	2.0 EA	SMALL DIRT RING	\$81.79	\$163.58
6	4.0 EA	12" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$98.57	\$394.28
7	4.0 EA	12" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$38.41	\$153.64
				\$6,655.54

Total Units: 2.0

Average Cost per Each: \$3,327.77

16" DIP WATERLINE

****QUOTED TJ NON RESTRAINED DI PIPE & THE FIELD LOK GASKET QTY CALLED ON THE CUSTOMERS RFQ. CUSTOMER TO VERIFY WHAT TYPE OF RESTRAINED JOINT DI PIPE IS NEEDED****

**** QUOTE EPDM GASKET. CUSTOMER TO SPECIFY THE TEMPERATURE THE GASKETS NEED TO BE RATED AT. QUOTE MAY NEED TO BE REVISED ****

**** CAN USE THE REMAINDER OF THE DETECTABLE MARKING TAPE & TRACER WIRE FROM THE 8" SUBSECTION ****

Qty	Unit	Description	Price	Total Price
1	270.0 FT	16"X18'1-1/2" PC350 DI PIPE TYTON JOINT, CMNT L DUCTILE IRON PIPE-ANSI A21.51	\$70.20	\$18,954.00
2	6.0 EA	2"X100' POLY TAPE, PRINTED CORROSION	\$6.48	\$38.88
3	3.1 HNDRD	34"X308' BLACK POLY TUBE (14-16") 8 MIL	\$66.72	\$205.50
4	7.0 EA	16" FIELD-LOK GASKET	\$396.13	\$2,772.91
5	2.0 EA	16" FIELD LOK 350 GASKET (EPDM)(I)	\$621.35	\$1,242.70
6	4.0 EA	16" MJ 90 BEND, CL, SSB, DI, LESS ACCS	\$903.00	\$3,612.00
7	44.0 EA	16" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$186.75	\$8,217.00
8	44.0 EA	16" MJ P R GASKET	\$23.54	\$1,035.76
9	528.0 EA	3/4X5" COR-TEN TEE HEAD BOLT, WITH NUT	\$3.63	\$1,916.64
10	4.0 EA	16" MJ 45 BEND, CL, SSB, DI, LESS ACCS	\$645.60	\$2,582.40
11	8.0 EA	16" L P MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$581.40	\$4,651.20
12	1.0 EA	16" FLANGED CROSS C110, CL, TC	\$2,627.12	\$2,627.12
13	2.0 EA	16" MJXFLG ADAPTOR, CL, SSB, DI, LESS ACCS	\$627.60	\$1,255.20
14	2.0 EA	16" MJ CAP, SSB, DI, LESS ACCS	\$324.00	\$648.00
				\$49,759.31

Total Units: 260.0

Average Cost per FT: \$191.38

36" STEEL CASING (16" WATERLINE)

Qty	Unit	Description	Price	Total Price
1	40.0 FT	36"X 40' R/L (RANDOM LENGTH) STEEL CASING PIPE .375 WALL	\$246.67	\$9,866.80
2	4.0 EA	CSS8-1636-SS-CR STAINLESSS STEEL CASING SPACER 2X3 PATTERN8" WIDE	\$406.07	\$1,624.28
3	2.0 EA	ESW1636 END SEAL WRAP	\$170.60	\$341.20
				\$11,832.28

Total Units: 35.0

Average Cost per FT: \$338.07

16" GATE VALVE

Qty	Unit	Description	Price	Total Price
1	2.0 EA	16" MJ X FLG RW DI OL VALVE, LESS ACCS	\$5,999.76	\$11,999.52
2	2.0 EA	TYPE C 564 VALVE BOX W/NYLON WATER LID	\$242.93	\$485.86
3	10.0 FT	5" X 5' CAST IRON SH SOIL PIPE	\$49.93	\$499.30
4	2.0 EA	OES 8' VALVE STEM EXTENSION , GRAY	\$264.50	\$529.00
5	2.0 EA	SMALL DIRT RING	\$81.79	\$163.58
				\$13,677.26

Total Units: 2.0

Average Cost per Each: \$6,838.63

1" COMBO AIR VAC VALVE

**** QUOTED PER THE CUSTOMERS RFQ. CUSTOMER TO VERIFY THAT ALL MATERIAL MEETS CHANDLER SPECS ****

**** CUSTOMER TO VERIFY ALL MATERIAL NEEDED ****

Qty	Unit	Description	Price	Total Price
1	1.0 EA	202B-1438 X 1" IP FORD BRASS SADDLE DOUBLE STRAP TO FIT13.20 TO 14.38 OD PIPE	\$251.71	\$251.71
2	1.0 EA	202B-962X1"IP FORD BRASS SADDLE DOUBLE STRAP TO FIT9.05 TO 9.62 OD PIPE	\$173.62	\$173.62
3	60.0 FT	1"X20' K HARD COPPER TUBE	\$8.81	\$528.60
4	8.0 EA	1" SOLDER JOINT 90 BEND	\$3.37	\$26.96
5	2.0 EA	NL 1" FB1100 FORD CORP STOP (BALL CORP)	\$86.21	\$172.42
6	2.0 EA	NL 1" L84-44 FORD PJ ELL 1\ MALE IRON PIPE THREAD TO 1\ PACK JOINTFOR COPPER OR PLASTIC TUBING (CTS)	\$37.01	\$74.02
7	2.0 EA	NL B11-444 1" FORD BALL VALVE WITH FEMALE IRON PIPE THREAD BOTH ENDS	\$108.38	\$216.76
8	2.0 EA	NL 1 X 6" BRASS NIPPLE	\$13.21	\$26.42
9	2.0 EA	1" 90 ELL, THREADED, NO LEAD BRASS	\$8.50	\$17.00
10	2.0 EA	1" ARI D-040-1" NYLON BASE AIR VAC	\$258.41	\$516.82
11	4.0 EA	NO 4 CONCRETE METER BOX, 22X33"	\$89.17	\$356.68
12	2.0 EA	POLYMER CONCRETE MAG #4 SOLID COVER, "WATER"	\$157.32	\$314.64
				\$2,675.65

Total Units: 2.0

Average Cost per Each: \$1,337.83

15" VCP SEWER

	Qty	Unit	Description	Price	Total Price
1	75.0	FT	15"X 7.5' CLAY PIPE, JCP	\$42.17	\$3,162.75
2	1.0	ROLL	ADEKA SWELL SEAL X 33' (4"-24")	\$127.26	\$127.26
3	2.0	EA	15" CLAY COUPLING	\$70.93	\$141.86
4	1.0	EA	GALLON CLAY PIPE LUBE	\$26.00	\$26.00
					\$3,457.87

Total Units: 72.0

Average Cost per FT: \$48.03

Material List

Prod ID	Description	Unit	Qty	Unit Price	Total Price
0308350	8"X18'1-1/2" PC350 DI PI PE TYTON JOINT, CMNT LIN DUCTILE IRON PIPE-ANSI A21.51	FT	108.0	\$28.63	\$3,092.04
0312350	12"X18' 1-1/2" PC350 DI PIPE TYTON JOINT, CMNT L DUCTILE IRON PIPE-ANSI A21.51	FT	108.0	\$43.87	\$4,737.96
0316350	16"X18'1-1/2" PC350 DI PIPE TYTON JOINT, CMNT L DUCTILE IRON PIPE-ANSI A21.51	FT	270.0	\$70.20	\$18,954.00
03GFL06EPDMNS	16" FIELD LOK 350 GASKET (EPDM)(I)	EA	2.0	\$621.35	\$1,242.70
03GFL08	8" FIELD LOK GASKET	EA	2.0	\$117.64	\$235.28
03GFL08EPDMNS	8" FIELD LOK 350 GASKET (EPDM)(I)	EA	2.0	\$180.59	\$361.18
03GFL12	12" FIELD LOK GASKET	EA	2.0	\$170.85	\$341.70
03GFL12EPDMNS	12" FIELD LOK 350 GASKET (EPDM)(I)	EA	2.0	\$266.82	\$533.64
03GFL16	16" FIELD-LOK GASKET	EA	7.0	\$396.13	\$2,772.91
09120H	1"X20' K HARD COPPER TUBE	FT	60.0	\$8.81	\$528.60
17C1575JCPNS	15"X 7.5' CLAY PIPE, JCP	FT	75.0	\$42.17	\$3,162.75
17CLUBE	GALLON CLAY PIPE LUBE	EA	1.0	\$26.00	\$26.00
18BG0840	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	EA	21.0	\$28.80	\$604.80
18BG1245	12" MJ BOLT & GASKET PAK W/8-3/4X4.5" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	EA	21.0	\$38.41	\$806.61
18L0890	8" MJ 90 BEND, CL, SSB, DI, LESS ACCS	EA	5.0	\$187.20	\$936.00
18L08C	8" MJ CAP, SSB, DI, LESS ACCS	EA	2.0	\$86.40	\$172.80
18L08SL	8" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	EA	1.0	\$189.00	\$189.00
18L1290	12" MJ 90 BEND, CL, SSB, DI, LESS ACCS	EA	6.0	\$399.00	\$2,394.00
18L12C	12" MJ CAP, CL, SSB, DI, LESS ACCS	EA	2.0	\$161.40	\$322.80
18L12SL	12" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	EA	1.0	\$304.20	\$304.20
19G16	16" MJ P R GASKET	EA	44.0	\$23.54	\$1,035.76
19L1608T	16X8" MJ TEE, CL, SSB, DI, LESS ACCS	EA	1.0	\$838.80	\$838.80
19L1612T	16X12" MJ TEE, CL, SSB, DI, LESS ACCS	EA	1.0	\$1,624.55	\$1,624.55
19L1645	16" MJ 45 BEND, CL, SSB, DI, LESS ACCS	EA	4.0	\$645.60	\$2,582.40
19L1690	16" MJ 90 BEND, CL, SSB, DI, LESS ACCS	EA	4.0	\$903.00	\$3,612.00
19L16AMF	16" MJXFLG ADAPTOR, CL, SSB, DI, LESS ACCS	EA	2.0	\$627.60	\$1,255.20
19L16C	16" MJ CAP, SSB, DI, LESS ACCS	EA	2.0	\$324.00	\$648.00
19L16SL	16" L P MJ SOLID SLEEVE, SSB, DI, LESS ACCS	EA	8.0	\$581.40	\$4,651.20
20B5	3/4X5" COR-TEN TEE HEAD BOLT, WITH NUT	EA	528.0	\$3.63	\$1,916.64
30FXD1616NS	16" FLANGED CROSS C110, CL, TC	EA	1.0	\$2,627.12	\$2,627.12
311108	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	EA	21.0	\$45.65	\$958.65
311112	12" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	EA	21.0	\$98.57	\$2,069.97
311116	16" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	EA	44.0	\$186.75	\$8,217.00
33106NL	NL 1 X 6" BRASS NIPPLE	EA	2.0	\$13.21	\$26.42

Prod ID	Description	Unit	Qty	Unit Price	Total Price
34190NL	1" 90 ELL, THREADED, NO LEAD BRASS	EA	2.0	\$8.50	\$17.00
41ARID041	1" ARI D-040-1" NYLON BASE AIR VAC	EA	2.0	\$258.41	\$516.82
43DL08ML	8" MJ RW DI OL VALVE, LESS ACCS	EA	2.0	\$1,122.76	\$2,245.52
43DL12ML	12" MJ RW DI OL VALVE, LESS ACCS	EA	2.0	\$2,214.94	\$4,429.88
43DL16FML	16" MJ X FLG RW DI OL VALVE, LESS ACCS	EA	2.0	\$5,999.76	\$11,999.52
51564IN	TYPE C 564 VALVE BOX W/NYLON WATER LID	EA	6.0	\$242.93	\$1,457.58
64202B09624I	202B-962X1"IP FORD BRASS SADDLE DOUBLE STRAP TO FIT9.05 TO 9.62 OD PIPE	EA	1.0	\$173.62	\$173.62
64202B14384I	202B-1438 X 1" IP FORD BRASS SADDLE DOUBLE STRAP TO FIT13.20 TO 14.38 OD PIPE	EA	1.0	\$251.71	\$251.71
67B11444NL	NL B11-444 1" FORD BALL VALVE WITH FEMALE IRON PIPE THREAD BOTH ENDS	EA	2.0	\$108.38	\$216.76
67FB11004NL	NL 1" FB1100 FORD CORP STOP (BALL CORP)	EA	2.0	\$86.21	\$172.42
67L8444NL	NL 1" L84-44 FORD PJ ELL 1\ MALE IRON PIPE THREAD TO 1\ PACK JOINTFOR COPPER OR PLASTIC TUBING (CTS)	EA	2.0	\$37.01	\$74.02
68S190	1" SOLDER JOINT 90 BEND	EA	8.0	\$3.37	\$26.96
82CMB4	NO 4 CONCRETE METER BOX, 22X33"	EA	4.0	\$89.17	\$356.68
82PCL4	POLYMER CONCRETE MAG #4 SOLID COVER, "WATER"	EA	2.0	\$157.32	\$314.64
8820400BLK	20"X400' BLACK POLY TUBE PERFORATED EVERY 20'	HNDRD	4.0	\$43.73	\$174.92
8830200BLK	30"X200' BLACK POLY TUBE PERFORATED EVERY 20'	HNDRD	2.0	\$63.64	\$127.28
8834308BLK	34"X308' BLACK POLY TUBE (14-16") 8 MIL	HNDRD	3.1	\$66.72	\$205.50
88TAPEPR	2"X100' POLY TAPE, PRINTED CORROSION	EA	12.0	\$6.48	\$77.76
94AMC2005T	ADEKA SWELL SEAL X 33' (4"-24")	ROLL	1.0	\$127.26	\$127.26
94C011515	15" CLAY COUPLING	EA	2.0	\$70.93	\$141.86
94SP055SH	5" X 5' CAST IRON SH SOIL PIPE	FT	30.0	\$49.93	\$1,497.90
952437535NS	24"X 35' LONG STEEL CASING PIPE, .375 WALL	EA	1.0	\$5,133.33	\$5,133.33
953637540RLNS	36"X 40' R/L (RANDOM LENGTH) STEEL CASING PIPE .375 WALL	FT	80.0	\$246.67	\$19,733.60
95CSS80824SSCRNS	CSS8-0824-SS-CR STAINLESS STEEL CASING SPACER 2X2 PATTERN8" WIDE	EA	4.0	\$224.27	\$897.08
95CSS8123SSCRNS	CSS8-1236-SS-CR STAINLESSS STEEL CASING SPACER 2X2 PATTERN8" WIDE	EA	4.0	\$366.67	\$1,466.68
95CSS81636SSCRNS	CSS8-1636-SS-CR STAINLESSS STEEL CASING SPACER 2X3 PATTERN8" WIDE	EA	4.0	\$406.07	\$1,624.28
95ESW0824NS	ESW0824 END SEAL WRAP	EA	2.0	\$84.93	\$169.86
95ESW1236NS	ESW1236 END SEAL WRAP	EA	2.0	\$185.07	\$370.14
95ESW1636NS	ESW1636 END SEAL WRAP	EA	2.0	\$170.60	\$341.20
95TDWB3	3"X1000' DETECTABLE TAPE - WATER - BLUE	ROLL	1.0	\$30.77	\$30.77
95WT1430BLUHS	14 GAUGE TRACER WIRE, BL UE, 30-MIL, HI-STR 250#	FT	500.0	\$0.16	\$80.00
97SDR	SMALL DIRT RING	EA	6.0	\$81.79	\$490.74
97VSE8NS	OES 8' VALVE STEM EXTENSION , GRAY	EA	6.0	\$264.50	\$1,587.00
Total before Taxes:				\$130,312.97	

Quote Analysis Report

Achen-Gardner Construction, LLC 71
39381001

Mark McLafferty
CHANDLER HEIGHTS RD DOBSON/CHAPPARAL

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1/13/2022 8:36 AM

POLYMH POLYMER MANHOLE

Vendor Code							ARMOROCK
Vendor Name							Armorock
Vendor Phone							7028249702
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
		2POLYMH	5' POLYMER MANHOLE	2.00	EA	0.0000	9,017.0000
Quoted Amount							18,034
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							0
\$ Adjustment							0
Total Adjustment							0
Totals						0	18,034
Diff From Plug							18,034
Total Minority							0

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.



14555 Spring Canyon Road
Boulder City, NV 89006

207 Heritage Court
Sulphur Springs, TX 75482

702-824-9702
www.armorock.com

Quote Date: 12/28/2021

To:

Ref: Chandler Heights Road Utility Relocations Chaparra
Chandler, AZ

Q U O T A T I O N

Notes:

1. Quote is subject to our standard terms, conditions, and shipping policies.
2. Payment is due at Net 30. Late Payment service charge for over 30 days will be charged at 18% APR
3. Quote is valid for 60 days from issue date to receipt of PO after 60 days quote is subject to change based off market value of materials.
4. All applicable taxes are to be paid by purchaser
5. If owner requires items to be grouted in field contractor is responsible for materials and labor costs incurred.
6. All loads will be billed at \$1475 for each truck. Total of one(1) needed for job. Customer will only be billed for trucks used. Additional trucks will be billed at market rate.
7. Freight requested under 3 days notice may be subject to increased freight rates
8. Products will be billed at unit pricing per quotation
9. Rush orders will be priced accordingly.
10. Contractor shall be responsible for joint sealing and performance.
11. Miscellaneous items such as grout, epoxy, and hardware are not included with the structures unless a specific line item is shown on this quote. Additional charges will apply for any extra items that are not shown on this quote.
12. Final lead time is determined at date of approved submittal.

From:



14555 Spring Canyon Road
Boulder City, NV 89006

207 Heritage Court
Sulphur Springs, TX 75482

702-824-9702
www.armorock.com

For:

Ref: Chandler Heights Road Utility Relocations Chaparra
Chandler, AZ

Quote Date: 12/28/2021

Structure	Description	Height	Weight	Price
MH 1	60"-30" Polymer Manhole	10.06'	4,573	\$7,382
1	30" CITY OF CHANDLER SEWER A-1700 R&C	2	PR30X6FL	30 IN X 6 IN FLAT PRO-RING
1	50530-C	1	50536-S	60 IN X 3 FT ECC POLYMER CONE 30 IN
1	50512-SNB	4	JM1.25	60 IN X 1 FT POLYMER MH SECTION NO BELL
1	PEPOXY			1.25 IN X 14 FT JOINT MASTIC ROLL
	EPOXY KIT FOR CIP BASE			
MH 2	60"-30" Polymer Manhole	10.30'	4,529	\$7,327
1	30" CITY OF CHANDLER SEWER A-1700 R&C	1	PR30X1FL	30 IN X 1 IN FLAT PRO-RING
1	PR30X2FL	1	50530-C	30 IN X 2 IN FLAT PRO-RING
1	50548-S	1	50512-SNB	60 IN X 3 FT ECC POLYMER CONE 30 IN
				60 IN X 1 FT POLYMER MH SECTION NO BELL
4	JM1.25	1	PEPOXY	1.25 IN X 14 FT JOINT MASTIC ROLL
	EPOXY KIT FOR CIP BASE			
Spreader Bar		0.00'	0	\$1,850
1	SPREADER BAR AND RIGGING FOR LIFTING			
Sub-Total				\$16,559
Freight/Delivery				\$1,475
Total Price for Chandler Heights Road Utility Relocations Chaparra				\$18,034

PRECAST PRECAST

Vendor Code							OLSONPRECAST	PREACHMASON
Vendor Name							Olson Precast	Preach Masonry
Vendor Phone							6022696219	6022422007
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	Unit Price
90	2051010	4MANHOLE	INSTALL 60" POLYMER MAN	2.00	EA	0.0000	0.0000	3,325.0000
Quoted Amount							0	6,650
Plugged Amount							0	0
Bond							0	0
Mobilization							0	0
% Adjustment							0	0
\$ Adjustment							0	0
Total Adjustment							0	0
Totals						0	0	6,650
Diff From Plug							0	6,650
Total Minority							0	0

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

Green background indicates that the vendor is selected.

Preach Incorporated
1601 W. Hatcher Road
Phoenix, AZ 85021-2169

PROPOSAL

Contractor: Achen Gardner

Attention: Mark

Job Name: Chandler Hts. Rd Utility Relocation

Date: 1-11-2022

Address: Dobson Rd & Chaparral Way, Chandler

Preach Incorporated proposes to supply and install precast manholes on the following:

Bid Item	Description	Quantity	Unit Price
	Labor / Materials To Pour 5' ID SS MH Base	2	\$1,700.00
	Apply Epoxy Coating To Bases	2	\$1,500.00
	Insecta Coating	2	\$125.00
	Install Both Bases in 1 Trip		
	QUOTE EXPIRES 3/01/22		

INCLUDES: Labor, Concrete, Forming, Applying Of Epoxy To Top Of Base Only, Spark Testing & Insecta Coating. **Installation Per City Of Chandler Spec's.**

EXCLUDES: Excavation, Backfilling, Shoring, Barricades, Final Adjustments, Concrete Collar Around Frame & Cover, Drop Connections, Pouring of Drop Encasements, Flow Through Plugs For Live Sewer Lines, Dewatering, Pipe Gaskets, 3rd Party Inspections Of All Required Testing, Concrete Pump Crane For Manholes Beyond The Standard Reach, Weekend or Night Work, Davis Bacon Wages, Taxes, Bonds & Permits. **Supplying & Setting of Polymer MH Material, Supplying & Setting of Frame & Covers. Vacuum Testing Of MH's.**

Office: (602) 242-2007 Fax: (602) 997-9644
ROC # 82366 & 118937

Quote Analysis Report

Achen-Gardner Construction, LLC 5
393810011

Andy Mortensen
CHANDLER HEIGHTS RD PCK 1 GMP 2 FINAL

Page 1 of 1
1/26/22 2:48 PM

QC QUALITY CONTROL

Vendor Code						QUALITYTESTI	NINYOMOORE
Vendor Name						Quality Testing L	Ninyo & Moore
Vendor Phone						4804962000	6022431600
Bid	Activity	Resource	Desc	Quan	Unit	Unit Price	Unit Price
10	2102500	4QC	MATERIALS TESTING (MAG 106.	1.00	LS	10,731.8500	22,489.0000
Quoted Amount						10,732	22,489
Plugged Amount						0	0
Bond						0	0
Mobilization						0	0
% Adjustment						0	0
\$ Adjustment						0	0
Total Adjustment						0	0
Totals						10,732	22,489
Diff From Plug						732	12,489
Total Minority						0	0

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.



PROPOSAL SUMMARY

PROJECT NAME : **Chandler Hts Utility Relocation: Chaparral - Dobson to Lake**

SCOPE OF SERVICES: **Quality Control Testing**

LABOR FEES

CLASSIFICATION	LABOR TYPE	REG HOURS	REGULAR RATE	ASS'D % OT	OVERTIME HOURS	OVERTIME RATE ⁽¹⁾	EXTENDED LABOR COST
Project Manager	Direct	9	\$ 122.50			\$ 122.50	\$ 1,102.50
Reporting Technician	Direct	1	\$ 50.00			\$ 75.00	\$ 50.00
Field Technician	Direct	92	\$ 59.50			\$ 89.25	\$ 5,474.00
			\$ -				
Lab Trechnician	Indirect	34	\$ -				
(1) Regular Rate X Overtime Premium of 1.5							
SUBTOTAL DIRECT LABOR							\$ 6,626.50

VEHILE AND PER-DIEM CHARGES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED VEHICLE AND PER-DIEM
Trip Charge	25	EA	\$ 38.00	\$ 950.00
SUBTOTAL VEHICLE AND PER-DIEM CHARGES				\$ 950.00

OTHER PROJECT DIRECT CHARGES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED OTHER PROJECT CHARGES
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL OTHER PROJECT DIRECT CHARGES				\$ -

LAB TESTING FEES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED LABORATORY FEES
301 - Concrete Compressive Strength Cylinders	60	EA	\$ 16.00	\$ 960.00
416 - Sieve Analysis	2	EA	\$ 75.00	\$ 150.00
301 - Plasticity Index	2	EA	\$ 85.00	\$ 170.00
2	2	EA	\$ 120.00	\$ 240.00
504 - Ignition Furnace Calibration		EA	\$ 250.00	\$ -
505 - AC Content w/ Gradation (Ignition Method)	3	EA	\$ 200.00	\$ 600 -
510 - AC Gyratory Bulk Density (Set of 2)	3	EA	\$ 190.00	\$ 570 -
509 - AC Maximum Specific Gravity (Rice) (Set of 3)	3	EA	\$ 155.00	\$ 465 -
501 - AC Core Density/Thickness		EA	\$ 25.00	\$ -
503 - Drill & Extract AC Core		EA	\$ 35.00	\$ -
305 - Masonry Grout Prisms	24	EA	\$ 22.00	\$ 528.00
				\$ -
TOTAL LABORATORY TESTING FEES				\$ 2,048.00

TOTAL ESTIMATE OF ALL FEES

\$ ~~9,624.50~~

\$ 10731.85

Jaye Richardson, Sr. Project Manager

Estimator

January 6, 2022

Date



SCHEDULED PROJECTED MAN-HOURS

PROJECT NAME : Chandler Hts Utility Relocation: Chaparral - Dobson to Lake

CONSULTANT : QT

DATE: January 6, 2022

ESTIMATED FTEs IN THE MONTH																												
PROJECT PERSONNEL / SUB CONSULTANT MAN-HOURS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	SUBTOTAL REGULAR HOURS	% OT	SUBTOTAL O/T	TOTAL
MAR 2022 through FEB 2024	M-22 23	A-22 21	M-22 21	J-22 22	J-22 20	A-22 23	S-22 21	O-22 21	N-22 20	D-22 22	J-23 21	F-23 19	M-23 23	A-23 20	M-23 22	J-23 22	J-23 20	A-23 23	S-23 20	O-23 22	N-23 21	D-23 20	J-24 21	F-24 20				
Project Manager	0.03	0.03																							9 m-h	0%	m-h	9 m-h
Reporting Technician		0.01																							1 m-h	0%	m-h	1 m-h
Field Technician	0.26	0.26																							92 m-h	0%	m-h	92 m-h
																									m-h	0%	m-h	m-h
Lab Trechnician	0.09	0.10																							34 m-h	0%	m-h	34 m-h
ABOVE PERIOD - MONTHLY FULL TIME EQUIV. (FTEs)																												
TOTAL FTEs (DIRECT LABOR ONLY)	0.03	0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10 m-h	0%	m-h	10 m-h
TOTAL FTEs (DIRECT LABOR & VEHICLE)	0.26	0.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92 m-h	0%	m-h	92 m-h
TOTAL FTEs (INDIRECT LABOR ONLY)	0.09	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34 m-h	0%	m-h	34 m-h
TOTAL FTEs (SUBCONTRACTED LABOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (ALL LABOR CLASSES)	0.38	0.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	136 m-h	0%	m-h	136 m-h
TOTAL ACTUAL POSITIONS	3	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				7
TOTAL VEHICLES	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				2



SCHEDULED PROJECTED MAN-HOURS

PROJECT NAME : Chandler Hts Utility Relocation: Chaparral - Dobson to Lake

CONSULTANT : QT

DATE: January 6, 2022

PROJECT PERSONNEL / SUB CONSULTANT MAN-HOURS	ESTIMATED FTEs IN THE MONTH																												SUBTOTAL REGULAR HOURS	% OT	SUBTOTAL OT HOURS	TOTAL HOURS
	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48								
MAR 2024 through FEB 2026	M-24	A-24	M-24	J-24	J-24	A-24	S-24	O-24	N-24	D-24	J-25	F-25	M-25	A-25	M-25	J-25	J-25	A-25	S-25	O-25	N-25	D-25	J-26	F-26								
	21	22	22	20	22	22	20	23	19	21	21	19	21	22	21	21	22	21	21	23	18	22	20	19		m-h	0%	m-h	m-h			
																										m-h	0%	m-h	m-h			
																										m-h	0%	m-h	m-h			
																										m-h	0%	m-h	m-h			
																										m-h	0%	m-h	m-h			
ABOVE PERIOD - MONTHLY FULL TIME EQUIV. (FTEs)																																
TOTAL FTEs (DIRECT LABOR ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h				
TOTAL FTEs (DIRECT LABOR & VEHICLE)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h				
TOTAL FTEs (INDIRECT LABOR ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h				
TOTAL FTEs (SUBCONTRACTED LABOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h				
TOTAL FTEs (ALL LABOR CLASSES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h				
TOTAL ACTUAL POSITIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0				
TOTAL VEHICLES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0				



COST ESTIMATE SUMMARY

SUB CONSULTANT : QT

PROJECT NAME : Chandler Hts Utility Relocation: Chaparral - Dobson to Lake

PROJECT OWNER: City of Chandler

PROJECT NUMBER: WW2111.401

GENERAL INFORMATION / ASSUMPTIONS

BASIS OF ESTIMATE

- 1 **ESTIMATE Amount Based on Defined Scope:** This cost proposal is considered an **initial** Time & Materials cost estimate, subject to the GENERAL INFORMATION/ASSUMPTIONS as defined herein. For the estimate amount, QT will perform the requested Materials sampling and testing, both field and lab, that is specifically identified this cost estimate.

Assumptions of Production:

We have assumed total of up to **25 trips (or 92 hours) for materials testing services on this project.** This is proposed as an assumed on-call time and materials basis. Any work or site visits that are outside those specified in the cost breakdown is beyond the scope of this project and subject to additional charges based on the referenced hourly or unit rates.

Work Outside of Defined Scope: If sampling and testing work is requested by the client that is not already defined in proposal, such work will be accommodated; however, compensation for such services shall be in addition to the Estimate amount. QT encourages client project management to inform job level project staff that requests for services outside the originally defined scope will result in additional costs. Once identified, QT management will send client project management a Supplemental Agreement (SA) form, defining the scope, cost, and description of any requested additional work. Preferably, the requested additional work will not be performed until after the SA form is signed and returned by client management. However, because requests are often the result of unplanned events, and in order to not impact the construction schedule, some work may be performed prior to the SA form being generated and returned. Regardless, by requesting the additional services, and then allowing them to be performed on the project, the client is accepting the responsibility to pay for requested services.

Schedule: The estimate amount was developed prior to bid and without the benefit of a detailed project schedule. In order to properly plan resource utilization after the bid, the client shall provide QT with a detailed base schedule prior to construction. Using this detailed base schedule, QT will redistribute the pre-bid designated manpower and testing resources in accordance with the actual planned sequence and duration of scheduled construction activities. This redistribution of resources will be provided to client management for comment and to further clarify the scope of planned services. Significant deviation from the base schedule that results in extra field presence, or extra samples, may be considered extra work.

References that Define Materials Testing Requirements: This cost proposal is based upon the QT's interpretation of sampling and testing requirements from the supplied plans and specifications. If these interpretations are in error, if they change, or if the client elects to alter the sampling criteria, QT reserves the right to revise the scope and fee to fit these changes to the assumptions.

- 2 **Periodic Materials Testing Report Summaries:** Reports will be provided on a weekly basis, although test results will be conveyed in real time as requested by the Client. Weekly Reports will be submitted to the designated client representative by the week following the timeframe in which the work was performed. Reports shall show the sampling and testing activities performed by QT during the reporting period. Reports from non-QT entities (i.e. suppliers, other firms, etc.) will be included if provided by the client. QT utilizes a sophisticated materials testing information system for managing and reporting on project test information. Reports from this system will be provided in pdf format for use by client.
- 3 **Invoicing:** Invoicing will occur on a 4 week cycle. Each invoice shall include original scope charges that represent an appropriate, and defined, fraction of the original scope estimate amount. In the event that extra work is requested and provided during the invoicing period, such services shall be identified separately from the original scope charges on invoices. Additional work shall be calculated based on the unit prices defined in this cost proposal, or as otherwise superseded in specific Supplemental Agreements.
- 4 **Laboratory Facility:** This estimate is based upon all laboratory testing being conducted in QT's AASHTO Accredited testing facility. The QT facility is a full service production laboratory that services numerous project's simultaneously. Efforts are always made to prioritize samples in accordance with project needs.



COST ESTIMATE SUMMARY

SUB CONSULTANT : QT

PROJECT NAME : Chandler Hts Utility Relocation: Chaparral - Dobson to Lake

PROJECT OWNER: City of Chandler

PROJECT NUMBER: WW2111.401

GENERAL INFORMATION / ASSUMPTIONS

LABOR POSITIONS

- 5 **Materials PM/Supervisor** - This person will begin immediately upon notice to proceed and will be involved during the entire contract. This person will be dedicated to managing the day to day field and lab materials testing efforts. Initially, this person will work with the client QC Manager to develop the Materials Testing Plan for the project. Then, this person will ensure that testing frequencies are being satisfied, that non-conformance issues are being properly addressed and rectified, that both field and lab test data is being properly reflected in the QT Materials Information Database, that project specific Periodic Materials Testing Reports are being prepared, transmitted and supported in a timely and accurate manner, and that both physical and personnel resources are provided to the job as scheduled and appropriate. This person will also attend and participate in project meetings when requested and will be the focal point for communication and coordination of materials testing activities between QT and the Client.
- 6 **Field Technician(s)** - In general, field technician(s) shall be assigned to the project in accordance with the SCHEDULED PROJECT MAN-HOURS sheet of this cost proposal, or as modified by a post-bid schedule evaluation. The technician(s) will cover the requested materials sampling and field testing requirements on the project per the scope of the originally defined estimate amount. For most efficiency and familiarity, use of the consistent personnel pool is always the objective, but cannot be guaranteed. Technician time is charged on a portal to portal basis and related vehicle charges will apply.
- 7 **Reporting Technician** - A reporting technician will accumulate and draft weekly reports for Materials Supervisor to review, evaluate, finalize, and transmit to the Client in a timely fashion. This allows the Materials Supervisor to focus on report content in lieu of data input.
- 8 **Lab Technician** - Lab Technician Indirect hours have been shown on the SCHEDULED PROJECT MAN-HOURS sheet of this cost proposal for information only. A reasonable, approximate estimate of lab testing quantities is reflected in this cost proposal.

QT CONTINGENCY SERVICES

- 9 The hours estimated herein do not include Materials Testing/Inspection activities at fabrication yards or supplier production sites located off of the project. In addition, non-compliance items and the associated travel, time, and retesting are out of scope and not accounted for in this estimate. If requested, these services may require additional funding for the associated efforts.
- 10 QT's intent is to satisfy the project materials testing needs within the regular labor assumptions defined in this cost proposal. Based on past similarly staffed projects, overtime is typically not intended, but often incurred due to the contractor work schedule. Overtime often results from long work days, uncontrollable field delays, weekend and night work, schedule intensity increases, owner agency mandates, etc.. This cost proposal assumes zero (0) overtime. QT will attempt to accommodate short term changes, weekend work, night work, shift irregularity, and other unforeseen labor demands within this assumption. However, testing activities may go beyond the capacity of the herein stated manpower and testing assumptions. QT will work closely with the client to minimize the additional funding needed by prioritizing the testing, and adjusting technician schedules in an ongoing, Time & Materials, basis.
- 11 All of the QT positions discussed in the QT SERVICES above are based on an assumption of 0% overtime (i.e. 40 regular hours plus 0 overtime hours per week). Time will be billed as actually worked. Overtime will be considered time in excess of 40 hours in a week, or on weekends, or in excess of 8 hours in a day, or night shifts.
- 12 **Scheduling Cancellation:**
For any unforeseen circumstances where a site visit is cancelled upon arrival onsite for scheduled activities, the client will be responsible for all charges associated with travel from portal to portal. This is considered services outside the originally defined materials testing scope and will result in additional costs.

Jaye Richardson, Sr. Project Manager

1/6/2022

Name

Date

Signature

October 21, 2021
Proposal No. 12PHX02-04162

Mr. Mark McLafferty
Achen-Gardner Construction
550 South 79th Street
Tucson, Arizona 85705

Subject: Proposal to Provide Special Inspection
and Materials Testing Services
Wales Ranches Sewer Lift Station
North of the Intersection of Combs Road and Kenworthy Road
Pinal County, Arizona

Dear Mr. Mc Lafferty:

We are pleased to present this proposal to provide special inspection and materials testing services at the subject site. In preparation of this proposal, we have reviewed the plans prepared by Coe and Van Loo II, LLC dated August 11, 2021. We understand that the project will include the construction of a new lift station and approximately 3,250 linear feet of sewer main. Additional improvements will include concrete flatwork, underground utilities, and asphalt concrete pavements. This proposal was prepared without the benefit of a construction schedule and is based on our assumptions as to the needed special inspections and materials testing.

SCOPE OF SERVICES

Our scope of services will include the following:

- Review of available geotechnical reports prepared for the site.
- Observation, testing, and sampling during the placement of soil, aggregate, concrete, masonry and asphalt.
- Laboratory testing of soil, aggregate, concrete, masonry and asphalt materials.
- Special inspection services for the observation and inspection of concrete and masonry reinforcement and structural steel.
- Data analysis and compilation.

ASSUMPTIONS

We have made the following assumptions:

- Our services will be scheduled and coordinated by the Project Inspector or Construction Manager on an as-needed basis.
- The sewer main can be backfilled and tested at a rate of 200 feet per day.
- Four trips are included for the placement of asphalt concrete pavements along the sewer trench alignment.
- Environmental sampling and testing of the subsurface soils is not included within the scope of this proposal.

ESTIMATED FEE

We propose to provide our services on a time-and-materials basis in accordance with the attached Schedule of Fees. We estimate the fee for our services to be approximately \$22,489 (Twenty-Two Thousand Four Hundred Eighty-Nine Dollars). A breakdown of our fees is presented in the attached Table 1. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Sean C. Jacquemin, PE
Senior Engineer



Craig Rees
Principal/Construction Services

SCJ/ECR/tlp

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees
Work Authorization and Agreement

Table 1 - Breakdown of Estimated Fee**Earthwork**

Field Technician	140 hours	@	\$	50.00 /hour	\$	7,000.00
Vehicle/Equipment Usage	140 hours	@	\$	10.00 /hour	\$	1,400.00
Subtotal					\$	8,400.00

Concrete

Field Technician	50 hours	@	\$	50.00 /hour	\$	2,500.00
Vehicle/Equipment Usage	50 hours	@	\$	10.00 /hour	\$	500.00
Subtotal					\$	3,000.00

Masonry

Special Inspector - Structural Masonry	10 hours	@	\$	68.00 /hour	\$	680.00
Vehicle/Equipment Usage	10 hours	@	\$	10.00 /hour	\$	100.00
Subtotal					\$	780.00

Special Inspections

Concrete	12 hours	@	\$	68.00 /hour	\$	816.00
Structural Steel Special Inspection	16 hours	@	\$	68.00 /hour	\$	1,088.00
Vehicle/Equipment Usage	28 hours	@	\$	10.00 /hour	\$	280.00
Subtotal					\$	2,184.00

Asphalt Paving

Field Technician	30 hours	@	\$	50.00 /hour	\$	1,500.00
Vehicle/Equipment Usage	30 hours	@	\$	10.00 /hour	\$	300.00
Subtotal					\$	1,800.00

Laboratory Testing

Proctor Density	3 tests	@	\$	125.00 /test	\$	375.00
Gradation	3 tests	@	\$	110.00 /test	\$	330.00
Atterberg Limit	3 tests	@	\$	90.00 /test	\$	270.00
Asphalt Marshall Bulk Density	4 tests	@	\$	125.00 /test	\$	500.00
Maximum Theoretical Specific Gravity (Rice)	4 tests	@	\$	125.00 /test	\$	500.00
Asphalt Extraction/Gradation	4 tests	@	\$	200.00 /test	\$	800.00
Grout Compressive Strength	8 tests	@	\$	20.00 /test	\$	160.00
Concrete Cylinders Compressive Strength	60 tests	@	\$	15.00 /test	\$	900.00
Subtotal					\$	3,835.00

Project Management and Data Processing

Project Engineer/Manager	20 hours	@	\$	96.00 /hour	\$	1,920.00
Data Processor	15 hours	@	\$	38.00 /hour	\$	570.00
Subtotal					\$	2,490.00

TOTAL ESTIMATED FEE**\$ 22,489.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 136
Senior Engineer/Geologist/Environmental Scientist	\$ 115
Senior Project Engineer/Geologist/Environmental Scientist	\$ 102
Project Engineer/Geologist/Environmental Scientist	\$ 96
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 90
Staff Engineer/Geologist/Environmental Scientist	\$ 80
GIS Analyst	\$ 84
Technical Illustrator/CAD Operator	\$ 48

Field Staff

Certified Asbestos/Lead Technician	\$ 102
Field Operations Manager	\$ 74
Nondestructive Examination Technician (UT, MT, LP)	\$ 79
Supervisory Technician	\$ 68
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 68
Senior Technician	\$ 54
Technician	\$ 50

Administrative Staff

Geotechnical/Environmental/Laboratory Assistant	\$ 43
Information Specialist	\$ 43
Data Processor	\$ 38

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 10/hr
Expert Witness Testimony	\$ 400/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, T 89, T90	\$ 90
California Bearing Ratio (CBR), D 1883	\$ 450
Chloride and Sulfate Content, ARIZ 733, 736	\$ 100
Clay Expansion, FHA Swell	\$ 110
Consolidation, D 2435, T 216-94	\$ 250
Crumb Test Dispersion Test, D 4647	\$ 60
Direct Shear, D 3080, T236	\$ 350
Expansion Index, D 4829, UBC 18-2	\$ 120
Expansion Potential (Method A), D 4546	\$ 110
Hydraulic Conductivity, D 5084	\$ 300
Hydrometer Analysis, D 7928, T 88-93	\$ 200
Double Hydrometer Analysis, D 4221, T 88	\$ 400
Lime Determination, pH Method, D 62765	\$ 210
Standard Proctor Density, D 698	\$ 125
Standard Proctor Density Treated Soils, D 698	\$ 195
Modified Proctor Density Treated Soils, D 1557, T 180-93, T 99-94	\$ 205
Miller Box Resistivity	\$ 60
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 90
Moisture Only, D 2216, T 265	\$ 25
Moisture and Density, D 2937	\$ 35
Permeability, CH, D 2434, T 215	\$ 220
pH and Resistivity, ARIZ 236 c	\$ 100
Pinhole Dispersion Test, D 4647	\$ 245
R-value, D 2844, T 190	\$ 250
Sand Equivalent, D 2419, T 176	\$ 90
Sieve Analysis, D 422	\$ 55
Sieve Analysis, C-136 (includes 200 wash), D 422, D 1140	\$ 110
Solubility	\$ 80
Specific Gravity, D 854, T 100-93	\$ 85
Sulfate & Chloride Content	\$ 90
Swell Test, D 4546	\$ 290
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 800
Triaxial Shear, U.U., D 2850 per point	\$ 160
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 315
Triaxial Shear, C.D, D 4767, T 297 per pt	\$ 375
Unconfined Compression, D 2166, T 208	\$ 175

MASONRY

Brick Absorption, C 67	\$ 65
Brick Compression, C 67	\$ 30
Brick Moisture, C 67	\$ 30
CMU Block Compression Test, 8x8x16, C 140	\$ 75
CMU Block Moisture Content, C 140	\$ 70
Core Compression	\$ 35
Concrete Block Linear Shrinkage, C 426	\$ 150
Grout Prisms Compressive Strength, C 1019	\$ 40
Masonry Grout, 4x4x8 prism compression, UBC 21-18	\$ 20
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 20
Masonry Prism, half size, compression, UBC 21-17	\$ 120
Mortar Cubes Compressive Strength, C 109	\$ 20

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A-36, A615	\$ 125
Fireproofing Density Test, UBC 7-6	\$ 50
Hardness Test, Rockwell, A-370	\$ 40
High Strength Bolt, Nut & Washer Conformance, set, A-325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 80
Pre-Stress Strand (7 wire), A 416	\$ 150
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 85
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 100
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Concrete Core Absorption ASTM C 497 Method A	\$ 85
Concrete Core Compressive Strength, C 42, T 24-93	\$ 90
Concrete Coring Minimum Charge	\$ 300
Concrete Laboratory Mix Verification, excluding cylinders	\$ 300
Concrete Mix Design	\$ 2,000
Compression Tests, 6x12 Cylinder, C 39, T 22-92	\$ 15
Drying Shrinkage, C 157	\$ 300
Flexural Test, C 78	\$ 80
Gunit/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 190
Lightweight Concrete Fill Compression, C 495	\$ 40
Measurement of Concrete Cores, ASTM C 174	\$ 20
Rapid Chloride Permeability, C 1202	\$ 425
Splitting Tensile Strength, C 496	\$ 95
Time of Setting of Cement by Vicat Needle, C 191	\$ 250

ASPHALT

Asphalt Mix Design Review	\$ 400
Asphalt Mix Design, 5 points, Tex	\$ 1,500
Asphalt Content/Gradation (Ignition Oven), T 308, D 6307	\$ 200
Bulk Density Lab Molded Samples, Tex 207F (per set)	\$ 50
Bulk Specific Gravity per specimen (non-absorptive), D 2726	\$ 25
Bulk Specific Gravity per specimen (coated), D 1188	\$ 45
Compressive Strength of Hot Mix Asphalt, T 167	\$ 275
Extraction, % Asphalt, including Gradation, D 2172, T 164-94	
T 30-93, Tex 210F	\$ 225
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 200
Hveem Stability, Tex 208F (per set)	\$ 90
Marshall Mix Design, Flow and Unit Weight, (set of 3) T 245-94	\$ 125
Marshall Mix Design	\$ 3,500
Maximum Theoretical Unit Weight, D 2041, CT 309, Tex 227F	\$ 125
Molding Specimens, Tex 206F (per set)	\$ 55
Tensile Strength Ratio D 4867, T283	\$ 350
SuperPave Mix Design	\$ 4,000

AGGREGATES

Absorption, Coarse, C 127	\$ 50
Absorption, Fine, C 128	\$ 75
Alkali Reactivity, C 1260	\$ 750
Alkali-Silica Reactivity, C 1567	\$ 750
Clay Lumps and Friable Particles, C 142	\$ 95
Fractured Faces, NDOT, T 2303, ARIZ 212e	\$ 140
Los Angeles Abrasion, C 131 or C 535	\$ 180
Moisture, C 566, T 255-92	\$ 25
Mortar make properties of fine aggregate, C 87	\$ 300
Organic Impurities, C 40	\$ 50
Sand Equivalent, D 2419, T 176	\$ 85
Sieve Analysis, Coarse Aggregate, C 136	\$ 110
Sieve Analysis, Fine Aggregate (included wash), C 136	\$ 110
Sodium Sulfate Soundness (per size fraction), C 88	\$ 240
Specific Gravity, Coarse, C 127	\$ 125
Specific Gravity, Fine, C 128	\$ 125
Unit Weight C 29, T 19	\$ 50

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
3202 East Harbour Drive
Phoenix, Arizona 85034

PROPOSAL NO. **12PHX02-04162**

1. PROJECT ADDRESS: **North of the Intersection of Combs Rd. & Kenworthy Rd., Pinal County, Arizona**
2. PROJECT DESCRIPTION: **Special Inspection and Materials Testing Services**
3. SCOPE OF STUDY: **Please refer to proposal dated October 21, 2021.**
4. FEE: **\$22,489 (Twenty-Two Thousand Four Hundred Eighty-Nine Dollars – Time and Materials)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Achen-Gardner Construction**
550 South 79th Street
Tucson, Arizona 85705

CONTACT: **Mark McLafferty**
- PHONE: **(480) 940-1300**

PHONE: **(480) 940-1300**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Achen-Gardner Construction**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **12PHX02-04162** dated **October 21, 2021**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by

CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent

Date

Craig Rees, Principal/Construction Services

Date

PM: SCJ

REDIMIX REDI MIX

Vendor Code							ARIZONAMATER	DESERETREDIM	CALPORTLAND
Vendor Name							Arizona Materia	Desert Redi Mix	Calportland
Vendor Phone							6022787777	4804282280	6028176945
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	Unit Price	Unit Price
		2CRMAG1/2SK	1/2 SACK CLSM	878.00	CY	60.0000	86.0000	88.2500	98.0000
		2CRMAGB	MAG B CONCRETE	15.00	CY	0.0000	123.0000	122.2500	130.0000
		2CRMAGC	MAG C CONCRETE	10.00	CY	78.0000	119.0000	118.2500	128.0000
		2CRSL1-2	SHORT LOAD CHARGE 1<2 C	2.40	EA	175.0000	200.0000	0.0000	200.0000
		2CRSL4-6	SHORT LOAD CHARGE 4<6 C	2.00	EA	125.0000	200.0000	0.0000	200.0000
		2CRTHCLSM	SRP THERMAL CLSM	18.00	CY	150.0000	155.0000	150.0000	150.0000 P
Quoted Amount							82,213	80,500	90,154
Plugged Amount							0	2,700	2,700
Bond							0	0	0
Mobilization							0	0	0
% Adjustment							0	0	0
\$ Adjustment							0	0	0
Total Adjustment							0	0	0
Totals						56,830	82,213	83,200	92,854
Diff From Plug							25,383	26,370	36,024
Total Minority							0	0	0

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

Green background indicates that the vendor is selected.



Customer Service: 602-278-7777

Fax: 602-278-3077

3636 S 43rd Ave

Phoenix, AZ 85009

PROJECT QUOTATION

CUSTOMER:	Achen Gardner Construction, LLC	PROJECT:	City Of Chandler
Contact:	Mark McLafferty	Address:	Dobson Rd & Chapparral Rd
Phone:	602-877-9329	City,State,Zip:	Chandler , AZ ,
Fax:		Quote ID:	3200 (21)
Email:	mmclafferty@achen.com	Total Qty:	655 CYD (Estimated)

Concrete Products

Qty	Description	Mix Id	Price	Comments
612	1/2 Sack ABC Slurry (COP)	PHCLSM	\$82.00	
15	MAG-B 2500 PSI 1" Rock	12504	\$119.00	
10	2000 PSI MAG C	12004	\$116.00	
18	9 Sack Sand Grout	10574	\$155.00	
	Environmental (Per Each)		\$25.00	
	Fuel Surcharges (Per Each)		\$15.00	
	SHORTLOAD CHARGES (Per Each)		\$200.00	
	Chilled Water (Per Per Yard)		\$1.00	
	Hot Water (Per Per Yard)		\$1.00	

Add-On Products

Price Increase and Quote Expiration

Concrete pricing subject to change in the event of cement / fly ash allocations and / or unanticipated cement / fly ash price increases.	Price Increase #1 : Add \$8.00/CYD on 04/01/2022 All prices expire on quoted expiration date. 09/30/2022
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Charges and Fees

Arizona Materials accepts no responsibility for any damage to curb and beyond curb line. It will be Buyers responsibility to contact Arizona Materials Quality Control Department with any concrete issue/concerns within 48 hours after placement. Buyer is responsible to provide safe access to point of delivery. All materials are produced in conformance with ACI / ASTM standards. Mixes quoted below, unless otherwise stated, conform to no specific water cement ratio, minimum sack content, shrinkage, temperature requirement, or the plans and specifications of this project.

All colored concrete loads have a 3 yard minimum.

Arizona Materials cannot guarantee compressive strengths of 5000 PSI or below for loads less than 3 yards.

5000 PSI or above must be 5 yards or more to guarantee compressive strength.

Payment is due and payable on or before the 15th day of the month following to receive 2% discount. Account must be current in full to be eligible to apply discount. A service charge not to exceed the maximum allowed by law applies on unpaid invoice amounts beginning the 1st day of the month following due date and daily thereafter until paid in full. Should litigation be commenced to enforce payment, the prevailing party is entitled to reimbursement of reasonable attorney fees and court costs.

Buyer has 30 days to validate quote with P.O. , signing issued quote, or written verification.

Prepared and Submitted By:	Acceptance (void if not accepted before 02/02/2022)
Name: Charity Medlock	Signature _____ Date _____
Date: 01/03/2022	Print Name _____
Phone: 6026200364	Title _____
Fax:	Company _____
Email: CMEDLOCK@AZMATL.COM	



Corporate Offices:

3636 S. 43rd Avenue

Phoenix, AZ 85009

Phone: 602-278-7777

Fax: 602-442-6905

www.arizonamaterials.net

Terms and Conditions of Sale

Additives

Hot / Chilled Water - \$1.00 per cubic yard

Nitrogen Cooling - \$9.50 per cubic yard

Non-Chloride Accelerator - \$1.50 per unit

Recover - \$2.00 per 1/2 Hour

Fiber

Micro Fiber - \$7.50 per pound

Macro Fiber (Structural) - Priced as Quoted

Color

Standard Liquid Color - See mix detail for per yard pricing

Color Washout - \$25.00 per load

Delivery

Fuel Surcharge - \$15.00 per load

Wash Out System Buckets - \$25.00 per load (requested at time of order)

Standby Charges - \$1.50 per minute beyond 6 minutes per cubic yard

Short Load Charges - 6 yards or less \$200.00 per load

Environmental Fee - \$25.00 per load

Weekend Delivery - \$50.00 per load

Plant Opening Charge - \$500.00/hr, 4 hour minimum

Sunday / Holiday Opening - \$750.00/hr, 4 hour minimum

All order backs/split loads under 11 yds on one order are subject to Short Load Charges.

Concrete Pricing subject to change in the event of cement / fly ash allocations and/or unanticipated cement / fly ash price increases.

All materials are produced in conformance with ACI / ASTM Standards.

Contractor is responsible to provide safe access to the point of delivery.

Arizona Materials accepts no responsibility for damages to any curb and beyond the curb line.

It is Contractors responsibility to contact Arizona Materials Quality Control Department with any concrete issues/concerns no later than 48 Hours after placement.



Price Expiration:
04/01/2022
See acceptance clause below

Customer Name ACHEN GARDNER CONSTRUCTION LLC Attention _____
Project Name CHANDLER HEIGHTS RD UTILITY RELOCATIONS - COC City CHANDLER
Project Address DOBSON RD & CHAPPARAL RD C/St _____
Office Phone _____ Fax _____ Email _____

Date 12/29/2021 Sales MARK REINER Cell # (480) 620-4673 Email mreiner@calportland.com Quote # 124951
Customer # 1016934 Job Start 12/29/2021 Job End 04/01/2022

Volume	Product Number	Description	Unit Price	UOM	Comments
612.00	PHCLSM	0.5 SK ABC SLURRY (PHCLSM 1/2)	\$98.00	CY	
10.00	P2025C01	2000PSI #57 MAG C	\$124.00	CY	
15.00	P2525B01	MAG B 2500PSI #57 ASH	\$126.00	CY	
637	Total Volume		\$20.00	LOAD	Environmental Fee
			\$20.00	LOAD	Fuel Surcharge

Fly ash and lightweight mixes subject to daily availability / All aggregates meet ASTM C 33.

Comments : **PRICE INCREASE 4-1-22 \$10.00 CYD EXPIRING 10-1-22**

Subject to availability. CalPortland warrants that the concrete as delivered to this project will meet or exceed the design strength specified on the delivery ticket when evaluated in accordance with applicable ACI and ASTM standards. CalPortland does not provide Contractor Quality Control. CalPortland guarantees ticketed mix designs of less than 5,000psi for load of three yards or more. Mix strength for loads less than three yards is not guaranteed. Ticketed mix designs of 5,000psi or greater require a four-yard minimum. Three-yard minimum for all colored concrete. Concrete is a natural product. Seller cannot be responsible for variations in color, surface discoloration, popouts or variations in the finished product caused by finishing techniques or job site conditions. Due to potential reactive aggregates in Arizona, CalPortland recommends the use of a Class F Fly Ash to mitigate Alkali Silica Reactivity (ASR). Purchaser shall assume the liability for the use of a cement-only mix.

CalPortland reserves the right to postpone or cancel any quotes, current jobs or accepted deliveries if unable to perform due to raw material shortages, allocations or government regulations. Prices subject to change due to drastic cost changes of the major components of concrete or surcharges.

Concrete is batched and delivered at current ambient temperatures. Buyer is responsible for temperature controlled concrete (Ice/Tempered Water). Prices for temperature controlled concrete are available upon request.

Contractor is responsible for providing safe access to the point of delivery. CalPortland accepts no responsibility for damages to the premises beyond the curb line.

Customer shall provide and assume responsibility for an area or container for clean out of the concrete truck chutes. Additional color added by Buyer on-site subject to wash out fees.

All products quoted per Buyers request. Additional products or services ordered are subject to applicable charges.

Standard Operating hours: Loads batched outside Standard Operating Hours subject to applicable charges.
Summer: 3:00AM – 2:00PM
Winter: 5:00AM – 3:00PM
Saturday: 5:00AM – 12:00PM
Standing Time: \$2.00 per minute beyond 5 minutes per CY.
Minimum Load Charges: One Minimum Load Charge waived on orders of 1 full load or more.
Under 6 CY = \$200.00
Excessive Trucking Fee: Split Loads or multiple Order Backs subject to Excessive Trucking Fees.
Fuel Surcharge: Variable Fuel Surcharge based on U.S. Energy Information Administration On-Highway Diesel Fuel Price Index and is adjusted weekly.
<https://www.eia.gov/petroleum/gasdiesel/>

Terms: All pricing is net 30 days with a valid credit application on file. All applicable sales taxes will be added to price.
Financing: All invoices are due and payable within 30 days of the original billing date. A Finance Charge of 1.5% per month on a pro-rated portion thereof (12% Annual Percentage Rate) will be charged upon all balances not paid within 30 days or first appearance on a Statement.

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not surcharge debit cards.

General Terms & Conditions of Sale: CalPortland Co. Terms and Conditions are applicable and included as page two of this quote. If you did not receive a copy, please contact CalPortland Sales Department at (602) 817-6950.

Acceptance: For this job quotation to be effective, written acceptance must be received no later than 30 days after quote date.

Buyer Acceptance: _____
Name / Title: _____
Date: _____



Ready Mix Terms and Conditions

Customer #	1016934	Customer Name	ACHEN GARDNER CONSTRUCTION LLC
Quote #	124951	Project Title	CHANDLER HEIGHTS RD UTILITY RELOCATIONS - COC

Tempered Water:	Heated Water \$2.00 per cubic yard.
Ice:	\$0.50 per pound (Requires 3 – 5 business days notice).
Non-Chloride Accelerator:	\$0.09 per ounce.
Recover Set Delay Admixture:	\$0.20 per ounce.
Micro Fiber:	\$6.50 per pound.
Macro Fiber:	(Structural) Priced individually
	Please see manufacturer recommendation / specifications for suggested dosage rate.
Standard Liquid Color:	See mix detail for per yard pricing. Actual color of concrete may vary due to differences in cement, aggregates, job site conditions and finishing methods. Three-yard minimum load required.
Color Washouts:	\$25.00 per load
Standby Charges:	\$2.00 per minute beyond 5 minutes per cubic yard.
Minimum Load:	Under 6 CY = \$200.00
Excessive Trucking:	One Excessive Trucking Fee of \$200 will be assessed for each additional load required due to load sizes or multiple Order Backs.
Saturday Service:	\$5.00 per cubic yard Saturday operating hours 5:00am – 12:00pm Loads delivered outside of operating hours subject to additional charges
Split Load Charges:	\$250.00 per load.
Cancellation Charges:	\$10.00 per cubic yard - All orders greater than 80 cubic yards cancelled within 24 hours of scheduled delivery \$10.00 per cubic yard (with a minimum of \$250.00) - All orders with scheduled delivery between the hours of 6:00pm – 4:00am cancelled within 24 hours of scheduled delivery

Special Provisions:





DESERT READY MIX

READY MIX CONCRETE SALES AND SERVICE

4011 PRESIDIO STREET

MESA, AZ 85215

OFFICE: 480-428-2280 FAX: 480-985-4248

Begin Date: December 29, 2021

Quote # : 14798

Expiration Date: April 30, 2022

MAP/GRID 184-19

Customer: **ACHEN GARDNER CONSTRUCTION, LLC**

Customer Code: ACHE001

Address:

CHANDLER, AZ 85226

Contact: MARK MCLAFFERTY (ESTIMATOR)

Phone: 480-940-1300

Fax:

Project: **CHANDLER HEIGHTS RD UTILITY RELOCATION**

Job Address: CHANDLER HEIGHTS DOBSON TO CHAPPARAL RD

Terms Description: **2% 10TH NET 30**

"This quote does not guarantee product or service availability"

Item Code	Item Description	Est. Qty	Price
S500501	PHCLSM.5 (1/2 SACK SLURRY COP)	612 Yards	\$85.00
SRP104	1/2 SACK MAG CLSM (SRP MIX)	Per Yard	\$85.00
A202001	MAG C 2000 PSI	10 Yards	\$115.00
A202501	MAG B 2500 PSI	15 Yards	\$119.00
TC	TEMPERATURE CONTROL	Per Yard	\$1.00

Additional Fees

Fee ID *	UOM	Price
E01	Per Yard	\$3.25

Minimum Load Fee

Less than or equal to	UOM	Price
2 Yards	Load	\$0.00
3.5 Yards	Load	\$0.00
5.5 Yards	Load	\$0.00

- Normal operating hours are Mon-Fri, Sat, Sun or Holidays are subject to surcharges.
- Color added at no expressed guarantee.
- Drivers do not except cash or make change.
- Desert Ready Mix reserves the right to increase prices due to RAW Material cost increases such as Cement, Fly Ash, Aggregates or unexpected Fuel increases.
- All specialized aggregates are based on availability.
- Deliveries less than 6 Cubic yards are subject to our minimum load charges.
- This quote does not guarantee product or service availability

Quoted By:

BRUCE A. TABET

SURVEY SURVEY

Vendor Code							ATWELLLLC	BENCHMARKSUR	SURVEYINNOVA
Vendor Name							Atwell, LLC	Benchmark Surv	Survey Innovati
Vendor Phone							4805862104	4803136788	4809220780
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	Unit Price	Unit Price
20	3021490	4SURVEY	SURVEY	1.00	LS	10,000.0000	0.0000	0.0000	4,000.0000
Quoted Amount							0	0	4,000
Plugged Amount							0	0	0
Bond							0	0	0
Mobilization							0	0	0
% Adjustment							0	0	0
\$ Adjustment							0	0	0
Total Adjustment							0	0	0
Totals						10,000	0	0	4,000
Diff From Plug							-10,000	-10,000	-6,000
Total Minority							0	0	0

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

Green background indicates that the vendor is selected.



January 7th, 2022

Mark McLafferty
Achen-Gardner Construction
550 South 79th Street
Chandler, AZ 85226
480-403-9426

SUBJECT: Chandler Heights Rd Utility Relocations

Dear Mark:

Rick Engineering Company is pleased to submit this proposal to provide professional survey services on the above referenced project. We look forward to working with you on this project.

SCOPE OF WORK:

Control

- Verify existing horizontal and vertical control and establish new control for site staking.

Subtotal: \$510.00

Domestic/Fireline Water Services

- Provide one stake at requested offset on 50-foot intervals for line only.
- Provide two stakes at requested offset including grades to adjacent top of curb elevation for fire hydrants, water meter vaults and back flow preventers.

Subtotal: \$1,530.00

Sanitary Sewer

- Provide one stake at requested offset on 25-foot intervals for line including grade to invert.
- Provide one offset stake at requested offset for cleanout locations.
- Provide two offset stakes per manhole at requested offset with grades to rim and invert elevation.

Subtotal: \$340.00

Asbuilts

- Collect field data for use in preparing final asbuilts.
 1. Water
 - Provide centerline stations on fire hydrants, valves, fittings, meters and taps.
 - Contractor to notify surveyor if vertical dip locations are required to be located.
 2. Sewer
 - Provide centerline stations for manholes, cleanouts and fittings.
 - Provide rim and invert elevations for manholes

Note: The contractor will note any changes made during the construction phase and provide dimensions to the surveyor before completion of final asbuilts are submitted. Should the following be required by the governing municipality, the contractor shall notify the project surveyor before back-filling water, fire line, sewer, storm drain facilities or other underground pipelines and utilities in order that the surveyor may verify the asbuilt location and elevation of said utilities.

Subtotal: \$850.00

Calculations, Coordination and Project Management

- Onsite preconstruction meetings to coordinate field staking for synergistic operation with construction subcontractors (not to exceed one meeting). Additional meetings will be conducted on a time and materials basis per Fee Schedule.
- Point staking calculation for items contained in this proposal.
- Drafting services to complete contract asbuilts per governing agency.
- Correspondence to client and subcontractors (i.e. cutsheets, staking progress memorandums, etc).

Subtotal: \$770.00

FEE:

Rick Engineering will provide the above services for a TOTAL FEE of \$4,000.00. The attached Provisions of Agreement between Achen-Gardner Construction (CLIENT) and RICK are incorporated hereunto and made a part of this proposal. Any printing is extra and not a part of this agreement.

EXCLUSIONS:

The following items are specifically excluded from the Scope of Work and budget and, if required, will either be prepared by others or will be covered by separate agreement between Rick Engineering Company and CLIENT.

- a) Boundary Discrepancies
- b) Soils Reports
- c) Staking for Finish Landscaping or Hardscape
- d) Any items not listed in the "Scope of Work"

If the above meets with your approval, please execute where indicated below, and return to our office for our files. If there are any questions or concerns, please feel free to contact our office.

Sincerely,
RICK ENGINEERING COMPANY



Randall R. Hager, RLS
Associate – Construction Survey Manager

ACCEPTED THIS _____ DAY OF _____, 2022

BY: _____
CLIENT

Invoices for this project to be mailed to:

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Email: _____

Contact person: _____

Please complete, sign and return a copy to RICK ENGINEERING COMPANY

STANDARD PROVISIONS: ARIZONA 2022

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. This Agreement shall be binding upon the heirs, partners, successors, executors, administrators and assigns of the Client and Consultant.
2. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, rise in the cost of living, or increase in any applicable prevailing wage during the lifetime of this Agreement, such increase shall be applied to all remaining compensation. For services provided on a time and materials or hourly rate basis, increases in the applicable rates will be reflected in the billing statement or invoice for the month following the increase.
3. Should litigation at law or equity arising out of this Agreement, including but not limited to an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement or litigation commenced either directly or by way of a cross-complaint whether arising out of contract or tort, including a cross-complaint for indemnity, for failure or alleged failure to perform or for errors, omissions, or negligence, the prevailing party shall be entitled, in addition to any other award, to all litigation and collection expenses, any and all costs of defense, including attorney's fees, expert witness fees, witness fees and court costs and any and all other expenses incurred.
4. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services by Consultant to the project. Any agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
6. Conditions or representations, alterations, detractions from or to the terms hereof, including delineations hereon, shall not be valid unless they are in writing and signed by both Client and Consultant.
7. Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; issuance of regulations, orders or other governmental actions that limit, restrict or delay the ability of Consultant or Consultant's workforce to perform; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.
8. In the event litigation is instituted under the terms and conditions of this Agreement, such litigation is to be brought and tried in the appropriate court in the state and county in which the project is located and the parties waive the right to have brought, tried in, or removed to any other county or judicial jurisdiction.
9. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, the construction contractor(s), subcontractors, governmental agencies, construction managers, architects, or other consultants.
10. Consultant shall only act as an advisor in all governmental relations. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits.
11. Consultant makes no warranty, either express or implied, as to the findings, recommendations, plans, specifications, or professional advice. Consultant shall perform in accordance with generally accepted engineering and/or surveying practices or standards in effect at the time of performance in the locale where the services are rendered.
12. Consultant makes no representation, guarantee, warranty, express or implied concerning estimated cost figures made in connection with maps, plans, specifications, or drawings, other than that all such figures are estimates only. Consultant shall not be responsible for fluctuations in cost factors.
13. Consultant makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.
14. Client and Consultant agree to cooperate in any and every way or manner on project.
15. Consultant makes no representation, either express or implied, concerning soils or geological surveys or subsurface soil tests or general soils testing and reporting.
16. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.
17. The terms and provisions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights which the Consultant may have for the performance of services under this Agreement.

18. One or more waivers of any term, condition or covenant by a party shall not be construed as a waiver of subsequent breach of the same or any other term, condition, or covenant.

19. In the event Client fails to pay Consultant promptly or within sixty (60) days after invoices are rendered, then Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all the fees, charges, and services performed to date by Consultant.

20. In the event any term, condition, covenant or provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining terms, conditions, covenants and provisions of this Agreement shall be valid and binding on the parties hereto.

21. The Client agrees it will require that the Contractor hold harmless, indemnify and defend the Client, the Architect, the Consultant and its subconsultants, and each of their officers, directors, principals, employees and agents, from any and all liability claims, losses or damages arising or alleged to arise from the performance of the work described herein, but not including the sole negligence or willful misconduct of the Client, the Architect or the Consultant or their respective subconsultants, officers directors, principals, employees and agents.

22. The Client shall indemnify and hold Consultant harmless with regard to all liability or claims of any kind, including all investigation and defense costs, connected directly or indirectly with this project, which liabilities or claims do not result from the sole negligence or willful misconduct of the Consultant.

23. Consultant has a right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed.

24. In the event work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all work, fees, deposits, charges and services provided, not to exceed any maximum amount specified herein. Client acknowledges if project work is suspended and restarts, there may be additional charges due to suspension which shall be paid by Client as extra work.

25. Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay all such additional services as extra work if authorized in writing.

26. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed fifteen (15) days after its filing. Any suspension of services made pursuant to the provisions of this Paragraph shall continue until such time as this Agreement has been fully and properly assumed or adequate assurance provided in accordance with the applicable provisions of the United States Bankruptcy Court and in compliance with the final order or judgments issued by the Bankruptcy Court.

27. If payment for Consultant's services is to be made on behalf of Client by a third party, Client agrees that Consultant shall not be required to indemnify the third party, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

28. Client agrees to purchase and maintain, during construction, builder's liability special peril or other similar insurance which will name Consultant as an additional insured. Client also agrees to require the contractor or contractors to purchase and maintain liability insurance, including broad form general liability coverage, comprehensive bodily injury, broad form property damage, independent contractors insurance, completed operations and contractual liability coverage, and the exclusions for explosion, collapse or underground coverage shall be deleted; automobile including bodily injury, property damage, owned, non-owned and hired vehicles; and worker's compensation insurance including employers liability coverage, all of which shall name the Client and Consultant as additional insureds. Certificates of such insurance shall be provided to Consultant and the certificate(s) shall include provisions that the above policies are primary and non-contributory with Consultant's insurance and that coverage will not be canceled unless at least thirty days prior written notice has been given to Consultant.

29. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and one or more such governmental agency changes its policies, ordinances, procedures or requirements after the date of this Agreement, any additional office or field work required, shall be paid by Client as extra work.

30. Services provided within the Agreement are for the exclusive use of the Client. Nothing contained in this Agreement shall be construed to be for the benefit of any person not a party to this Agreement and no third-party beneficiary rights are created.

31. All original papers, drawings, notes, documents and other work product of Consultant, and copies thereof, produced as a result of the Agreement represent professional services, shall remain the property of the Consultant, and Consultant shall retain all copyright and other ownership interests. Client shall have a nonexclusive license to use Consultant's work product and any items in which Consultant maintains ownership and/or copyright interest so long as all fees to be paid under this Agreement have been paid. Any nonexclusive license Client obtains under this Agreement terminates upon the termination of this Agreement. Consultants work product may be used by Consultant without consent of the Client.

32. In the event that any changes are made in the plans and/or specifications by the Client or persons other than the Consultant, and such changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and

Client agrees to release Consultant from all liability arising from the use of such changes and agrees to defend, indemnify and hold Consultant, its officers, directors, principals, agents and employees harmless from and against all claims, demands, damages or costs arising from the changes.

33. Client agrees not to use or permit any other person to use plans, drawings or other work product prepared by Consultant, which plans, drawings or other work product are not signed and stamped or sealed by Consultant and/or are not final. Client agrees to be liable and responsible for any use of non-final plans, drawings or work product or plans, drawings or work product not signed, and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings, and other work products are for the exclusive use of Client and may be used by Client only for the project described in this Agreement.

34. In the event that any staking is destroyed, damaged, or disturbed by an act of God or parties other than Consultant, the cost of re-staking shall be paid for by the Client as extra work. If the scope of services provided for pursuant to this Agreement does not include construction staking by Consultant, Client acknowledges that changes, clarifications, adjustments, and modifications may be necessary because of changed field or other conditions. Client will indemnify and defend Consultant for construction staking by others and from claims arising from changes, clarifications, adjustments and modifications which may be necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of Consultant.

35. Questions concerning location or changes in construction stakes or questions concerning information on plans and specifications must be called to the attention of the Consultant upon discovery and before corrective remedy.

36. The Consultant shall be notified 24 hours in advance, so that he may check forms, for grade and alignment only, prior to the pouring of concrete for cast-in-place concrete structures, thrust blocks, electrical boxes, bridge abutments or piers, or any similar structures staked by Consultant. Consultant can assure compliance to proper grade and alignment only when it has been advised to check in advance.

37.(a) If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of engineering drawings but exclude construction staking services, Client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Chapter 70 and/or other statutes, ordinances or laws, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this Agreement for such services as extra work.

(b) If the scope of services to be provided by Consultant pursuant to the terms of the Agreement, include construction staking services, but exclude the preparation of the engineering drawings to be used for construction and construction staking, Client acknowledges the coordination of civil engineering services and the preparation of as-built drawings as required by statute, ordinance or law may require the retention by Client of another consultant or the original consultant responsible for the design, or pay Consultant pursuant to this Agreement for such services as extra work. Client acknowledges that if Consultant is retained to prepare as-built drawings of plans prepared by others, Client will indemnify, defend and hold Consultant harmless from any and all liability in connection with the plans and specifications prepared by others, and the performance of work by Consultant on this project as set forth in Paragraph 44.

38. In the event Client discovers or becomes aware of apparent errors or omissions, field conditions or discrepancies during the construction phase of the project, which apparent errors or omissions, field conditions or discrepancies are resolvable by Consultant, Client agrees to notify Consultant and engage Consultant to resolve the problem before construction activities commence or further construction activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which require the contractor to notify Client of any such apparent errors or omissions, field conditions or discrepancies so that Client may, in turn, notify Consultant pursuant to the provisions of this Paragraph.

39. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and other fees and deposits, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

40. All fees and other charges will be billed monthly as the work progresses and the net amount shall be due at the time of billing.

41. A late payment CHARGE will be computed by the Consultant at the periodic rate of 1.5% per month, not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

42. Client agrees that the balance as stated on the billings from Consultant to Client are correct, conclusive and binding on the Client unless Client within forty-five (45) days from the date of receipt of such billing, notifies Consultant in writing of the particular items that are alleged to be incorrect.

43. In consideration of the Consultant's fee for services, the Client agrees that the Consultant will perform no onsite construction review, construction management, supervision of construction of engineering structures or other construction supervision for this project unless specifically contracted for; that such services will be provided by others; and that the Client shall defend, indemnify and hold the Consultant, its officers, directors, principals, agents and employees harmless from any and all liability, real or alleged, arising or resulting from the performance of construction review, construction management, supervision of construction of engineering structures or supervision by others. Further, Client acknowledges that Consultant will be unable to correct errors or omissions in the plans which customarily become apparent and resolvable during construction review.

44. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. The Client further agrees to defend,

indemnify, and hold the Consultant harmless from any and all liability in connection with the performance of work on this project, excepting liability arising from the sole negligence or willful misconduct of the Consultant.

45. Client agrees to limit the liability of Consultant, its principals and employees to the Client, all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the Consultant, breach of contract or any other cause of action however pled to the sum of \$50,000 or the Consultant's fee, whichever is greater; except that if the contract amount, including any addenda or other contracts pertaining to or covering services related to the project, exceeds \$150,000, the liability of Consultant shall not exceed \$150,000. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by Consultant of such limitation of liability, and to require as a condition precedent to their performing their work, a like indemnity of liability on their part as against the Consultant.

46. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Consultant, its principals, employees and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous materials (as defined by state, federal and/or local laws or ordinances). Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos, asbestos cement pipe, and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of the Consultant.

47. Client acknowledges that Consultant's scope of services for this project does not include any services related, in any way, to asbestos and/or hazardous waste. Should Consultant or any other party encounter such materials on the job site, or should it in any way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

48. Digital data files shall be provided to Client only if such delivery has been specified in the scope of services set forth in this Agreement. If the scope of services does not specify that digital data files shall be delivered, all costs associated with delivery of digital data files shall be paid by Client. Client agrees that all digital data files delivered by Consultant are to be used exclusively to fulfill the scope of this Agreement. Client agrees to hold Consultant harmless for any use by client of this data outside or beyond the scope of this Agreement.

49. Consultant makes the following representations as to the compatibility of digital data files:

- (a) All data files are to be used with compatible hardware and software versions as used by Consultant at the time file copies were created.
- (b) Consultant makes no representation as to the compatibility of any data files other than for the hardware and software versions used by Consultant to create the data files.
- (c) Client agrees to hold Consultant harmless for any use of data files on any hardware or software versions other than those which were used by Consultant to create them.
- (d) If Client requires or requests any special or specific file structure, format or software that is different from those used by Consultant at the time Consultant is performing the services set forth in this Agreement, unless otherwise specified in this Agreement, all costs associated with creating the file structure or format, and/or acquiring necessary software and/or hardware, shall be the responsibility of Client.

50. After the time final data files have been delivered per terms of this Agreement, Consultant will not be held responsible for maintaining copies of any digital data related to this Agreement.

51. Client agrees that if formats for deliverables of digital files are not specified in this Agreement, they will be delivered using the standards and versions of Consultant at the time of creation.

52. Client agrees not to use any digital files (drawing or data file), in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. Client waives any and all claims against Consultant resulting in any way from any changes not authorized and/or authored by Consultant and/or reuse of the drawings or data for any other project without the express written consent by Consultant. The transfer of drawings or data in electronic media or format shall not be deemed a sale, and Consultant makes no warranties, either express or implied, of merchantability or fitness for a particular purpose.

53. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, client will indemnify and save harmless the Consultant for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible for the accuracy of the sealed drawings that accompany the submittal, and that such accuracy is defined as the care and skill ordinarily used by members of the Consultants profession practicing under similar conditions at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

54. Prior to the commencement of any legal action, in an effort to resolve any conflicts that arise during the design or construction of the project which is the subject of this Agreement, or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement, the services performed pursuant to this Agreement, or relating in any way to the project, shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Each party shall be represented at the mediation by a person or persons with

the authority to bind the party to any agreement, obligation or resolution resulting from the mediation. Each of the parties agrees to include a similar mediation provision in all agreements with any other contractors and consultants retained for the project and to require such contractors and consultants to include a similar provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.

HOURLY RATES-PHOENIX OFFICE

January 1, 2022-December 31, 2022

Principal Consultant (Special Projects).....	\$ 300.00	Survey Manager	\$ 155.00
Principal	230.00	Assistant Survey Manager.....	140.00
Associate Principal.....	210.00	One-person Survey Party.....	130.00
Senior Project Manager.....	205.00	Two-person Survey Party.....	170.00
Associate/Manager.....	195.00	Three-person Survey Party.....	210.00
Principal Project Engineer/Manager.....	165.00	Principal Survey Analyst.....	130.00
Associate Project Engineer/Manager.....	150.00	Associate Survey Analyst.....	120.00
Assistant Project Engineer/Manager.....	135.00	Assistant Survey Analyst.....	110.00
Principal Engineering Designer.....	125.00		
Associate Engineering Designer.....	115.00	3-D Laser Scanning (One-Person Crew).....	\$ 190.00
Assistant Engineering Designer.....	105.00	3-D Laser Scanning (Two-Person Crew).....	230.00
Principal Engineering Drafter.....	95.00	Principal 3-D Laser Scanning Project Manager.....	165.00
Associate Engineering Drafter.....	85.00	Associate 3-D Laser Scanning Project Manager.....	150.00
Assistant Engineering Drafter.....	75.00	Assistant 3-D Laser Scanning Project Manager.....	135.00
		Principal 3-D Laser Scanning Specialist.....	125.00
Public Works Manager.....	\$ 230.00	Associate 3-D Laser Scanning Specialist.....	115.00
Public Works Senior Project Manager.....	205.00	Assistant 3-D Laser Scanning Specialist.....	105.00
Traffic Engineer/Transportation Planner.....	170.00	Principal 3-D Laser Scanning Technician.....	95.00
Principal Transportation/Traffic Designer.....	125.00	Associate 3-D Laser Scanning Technician.....	85.00
Associate Transportation/Traffic Designer.....	100.00	Assistant 3-D Laser Scanning Technician.....	75.00
Assistant Transportation/Traffic Designer.....	90.00	Drone (One-Person Crew).....	195.00
		Principal Drone Project Manager.....	155.00
Principal Project Planner.....	\$ 155.00	Assistant Drone Project Manager.....	140.00
Senior Associate Planner.....	135.00	Principal Drone Specialist.....	130.00
Senior Planner.....	120.00	Associate Drone Specialist.....	115.00
Associate Planner.....	110.00	Assistant Drone Specialist.....	110.00
Assistant Planner.....	100.00		
		Expert Witness	\$ 425.00
Principal Water Resources Designer.....	\$ 120.00	Court Appearance per half day or part.....	1,840.00
Associate Water Resources Designer.....	110.00		
Assistant Water Resources Designer.....	100.00		
		Entitlements Coordinator	\$ 110.00
Principal Landscape Architect.....	\$ 215.00	Associate Project Administrator.....	60.00
Principal Project Landscape Architect.....	155.00	Assistant Project Administrator.....	55.00
Associate Landscape Architect/Manager.....	140.00	Administrative Assistant.....	50.00
Assistant Landscape Architect/Manager.....	125.00		
Principal Landscape/Urban Designer.....	115.00		
Associate Landscape/Urban Designer.....	105.00		
Assistant Landscape/Urban Designer.....	95.00		

Quote Analysis Report

Achen-Gardner Construction, LLC 71 Mark McLafferty
39381001 CHANDLER HEIGHTS RD DOBSON/CHAPPARAL

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1/13/2022 9:25 AM

TRAFFIC TRAFFIC CONTROL

Vendor Code							TRAFFICADETR
Vendor Name							Trafficade Traf
Vendor Phone							6024310911
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price
135	2101900	4TRACCL	TRAFFIC CONTROL	4.00	DA	40.0000	40.0000
135	2101900	4TRACCLSD	TRAFFIC CONTROL	2.00	EA	125.0000	125.0000
135	2101900	4TRACFL	TRAFFIC CONTROL	19.00	DA	45.0000	45.0000
135	2101900	4TRACFLSD	TRAFFIC CONTROL	19.00	EA	150.0000	150.0000
135	2101900	4TRAFLDN	TRAFFIC CONTROL	18.00	DA	80.0000	80.0000
135	2101900	4TRAFLDNBSD	TRAFFIC CONTROL	30.00	EA	450.0000	450.0000
135	2101900	4TRAFLDS	TRAFFIC CONTROL	24.00	DA	100.0000	100.0000
135	2101900	4TRAFLDSSD	TRAFFIC CONTROL	38.00	EA	750.0000	750.0000
135	2101900	4TRAFLH	TRAFFIC CONTROL	136.00	HR	104.0000	104.0000
135	2101900	4TRAMB	TRAFFIC CONTROL	120.00	DA	40.0000	40.0000
135	2101900	4TRAMBLPU	TRAFFIC CONTROL	8.00	EA	125.0000	125.0000
Quoted Amount							69,899
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							0
\$ Adjustment							0
Total Adjustment							0
Totals						69,899	69,899
Diff From Plug							0
Total Minority							0

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.



WE PROVIDE:

BARRICADES

TRAFFIC CONTROL

TRAFFIC PLANS

PLATES & SHORING

PAVEMENT MILLING

SAWING & CORING

BARRIER WALL

SAFETY SUPPLIES

CUSTOM SIGNS

SIGN INSTALLATIONS

ASPHALT PAVING

Locations:

Phoenix

2533 W. Holly St.
Phoenix, AZ 85009

Chandler

17046 S. Weber Dr.
Chandler, AZ 85226

Tucson

2802 N. Flowing Wells
Tucson, AZ 85705

Prescott

11580 E. Santa Fe Loop
Dewey, AZ 86327

Flagstaff

5301 E. Commerce Ave.
Flagstaff, AZ 86004

Yuma

3178 33rd Place, Ste. A
Yuma, AZ 86365

Holbrook:

405 W. Vista Dr.
Holbrook, AZ 86025

Kingman:

2700 Airway Ave.

Kingman, AZ 86409

Achen Gardner Construction.

Atte: Mark McLafferty (602) 877-9329

Chandler Heights Utility relocates (CMAR)

Dobson Rd & Chaparral Way. Chandler AZ.

Bid Date: 1-05-2022

401D

TRAFFIC CONTROL DAILY ESTIMATE

DOBSON RD SOUTH BOUND FULL CHANNEL. MAINTAIN 1 THRU LANE IN EACH DIRECTION ON THE E/S OF THE MEDIAN FROM CANYON WAY TO 800 FT S/O CHAPARRAL WAY. 24 HRS SET UP.

- Estimated cost for equipment rental daily is \$100.00*.
- Estimated labor cost for set up OR pick up is \$750.00* per occurrence.

DOBSON RD NORTH BOUND FULL CHANNEL. MAINTAIN 1 THRU LANE IN EACH DIRECTION ON THE W/S OF THE MEDIAN FROM CANYON WAY TO CHAPARRAL WAY. DAY TIME SET UP.

- Estimated cost for equipment rental daily is \$80.00*.
- Estimated labor cost for set up, take down, reset OR pick up is \$450.00* per occurrence.

CHAPARRAL WAY, 2-WAY FLAGMAN STATION USING AFAD UNITS- WORK AREA: 200 FT @ BLUE RIDGE WAY OR CRESCENT WAY. DAY TIME SET UP.

- Estimated cost for equipment rental daily is \$45.00*.
- Estimated labor cost for set up, take down, reset OR pick up is \$150.00* per occurrence.
- The above estimated labor cost does not include labor for stand-by, flaggers or AFAD units. 2 Flaggerade AFADs are \$104.00* per hour.
- 2 Certified flagger are \$86.00* per hour.

ADDITIONAL EQUIPMENT FOR CHAPARRAL WAY HARD CLOSURE @ BLUE RIDGE WAY. ALLOW LOCAL TRAFFIC ACCESS EAST AND WEST OF THE INTERSECTION. DAY TIME SET UP.

- Estimated cost for equipment rental daily is \$40.00*.
- Estimated labor cost for set up, take down, reset OR pick up is \$125.00* per occurrence.

MESSAGE BOARD RENTAL (AS NEEDED).

- 1 – VMS Boards with protection equipment is \$40.00* per day.
- Estimated cost for delivery OR pick up of each unit is \$125.00* per occurrence.

EXCLUSIONS:

Message Boards, Temporary No Parking Signs, Municipal Plan Review Fees, Permit Fees, Shadow Truck, Project Specialty Signs, Concrete or Water Filled Barrier Wall, Flagman, Police Officers, Standby Time and ADA Compliance.

TERMS / CONDITIONS:

1. Invoices will be based off the actual ticketed equipment and / or labor delivered to the job.
2. Sales tax is not included and will be added to all billings. Tax rate subject to change if the prevailing rate changes.
3. This quote is valid for 60 days. If work starts after 60 days, then Trafficade reserves the right to nullify this quote and re-quote at its own discretion.
4. 0% Retention.

Trafficade Estimator: Abel Duenez 602-431-0911

EXHIBIT D7: BASELINE PROJECT SCHEDULE

JANUARY 26, 2022

CITY OF CHANDLER – CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS

GMP PROPOSAL FOR CHAPARRAL WAY: DOBSON TO LAKE DRIVE

PROJECT NO: WW2111.401

See Following Baseline Project Schedule

ID		Task Mode	Task Name	Duration	Start	Finish																																																								
1			GMP 1 - Chaparral Way	59 days	Mon 4/4/22	Wed 6/1/22																																																								
2			DOBSON SEWER	25 days	Mon 4/4/22	Thu 4/28/22																																																								
3			INSTALL BYPASS	2 days	Mon 4/4/22	Tue 4/5/22																																																								
4			REMOVALS & EX MH	3 days	Mon 4/4/22	Wed 4/6/22																																																								
5			INSTALL SEWER	5 days	Thu 4/7/22	Mon 4/11/22																																																								
6			PRESSURE TEST SEWER	1 day	Tue 4/12/22	Tue 4/12/22																																																								
7			INSTALL MH'S & BACKFILL	6 days	Wed 4/13/22	Mon 4/18/22																																																								
8			MH COATING BASE	1 day	Tue 4/19/22	Tue 4/19/22																																																								
9			MH TESTING	1 day	Wed 4/20/22	Wed 4/20/22																																																								
10			SEWER CAMERA	1 day	Thu 4/21/22	Thu 4/21/22																																																								
11			REMOVE BYPASS	4 days	Fri 4/22/22	Mon 4/25/22																																																								
12			PAVING	2 days	Tue 4/26/22	Wed 4/27/22																																																								
13			ADJUSTMENTS	1 day	Thu 4/28/22	Thu 4/28/22																																																								
14			DOBSON WATER	23 days	Thu 4/28/22	Fri 5/20/22																																																								
15			INSTALL 16" WATER	8 days	Thu 4/28/22	Thu 5/5/22																																																								
16			TESTING	7 days	Fri 5/6/22	Thu 5/12/22																																																								
17			TIE OVER NEW/OLD WL	1 day	Fri 5/13/22	Fri 5/13/22																																																								
18			PAVING	4 days	Sat 5/14/22	Tue 5/17/22																																																								
19			ADJUSTMENTS	2 days	Wed 5/18/22	Thu 5/19/22																																																								
20			STRIPING	1 day	Fri 5/20/22	Fri 5/20/22																																																								
21			FLATWORK	4 days	Sat 5/14/22	Tue 5/17/22																																																								
22			CHAPARRAL WATER	27 days	Fri 5/6/22	Wed 6/1/22																																																								
23			INSTALL 8"	6 days	Fri 5/6/22	Wed 5/11/22																																																								
24			INSTALL 12"	6 days	Thu 5/12/22	Tue 5/17/22																																																								
25			TESTING	7 days	Wed 5/18/22	Tue 5/24/22																																																								
26			TIE OVER NEW/OLD WL	2 days	Wed 5/25/22	Thu 5/26/22																																																								
27			FLATWORK	2 days	Thu 5/26/22	Fri 5/27/22																																																								
28			PAVING	3 days	Sat 5/28/22	Mon 5/30/22																																																								
29			ADJUSTMENTS	1 day	Tue 5/31/22	Tue 5/31/22																																																								
30			STRIPING	1 day	Wed 6/1/22	Wed 6/1/22																																																								
<div>Project: GMP 1 - Chaparral Way Date: Wed 1/26/22</div>			Task		Inactive Task		Manual Summary Rollup		External Milestone																																																					
			Split		Inactive Milestone		Manual Summary		Deadline																																																					
			Milestone		Inactive Summary		Start-only		Progress																																																					
			Summary		Manual Task		Finish-only		Manual Progress																																																					
			Project Summary		Duration-only		External Tasks																																																							
							Page 1																																																							

EXHIBIT E



CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS - GMP 1 Project No. WW2111.401

SUBCONTRACTOR'S LIST FORM

If CM@Risk intends to subcontract any portion of this contract, the CM@Risk must submit the name, address, and contractor's license number (if applicable) of each subcontractor, including the work component of such subcontracting. Include the form with the bid submittal documents. CM@Risk may make multiple copies of this form as needed.

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

EXHIBIT F

GIS / GPS DATA DELIVERY REQUIREMENTS

GIS / GPS Data Delivery Requirements

Contractor must provide survey grade GPS / GIS data, meeting the following requirements for all facilities to be owned and/or operated by the City of Chandler.

a) ESRI File Geodatabase format:

All GPS point data, along with corresponding GIS Attribute data, must be submitted in ESRI File Geodatabase format. The City of Chandler will provide a copy of the File Geodatabase in ESRI ArcGIS format. Please submit your request through the Project Manager.

b) Data dictionary and Attribute data:

Attribute data should be provided for each of the GPS'd Utility Feature listed in Section 'd' below. All Attribute data should conform to the ESRI File Geodatabase format, provided by the City. A copy of the data dictionary is also attached here for reference

c) Coordinate System:

Horizontal Datum: Arizona State Plane Coordinates, Central Zone NAD83 (HARN)
Vertical Datum: NAVD88

d) Point Data for GPS:

1) Water System Features:

- Water main location (top of pipe), size and material (one (1) coordinate provided every 100 feet minimum) and at fittings.
- Water fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Line Stop, Reducer,
- Saddle, Other.
- Water valve location (center of valve box cover), size and type.
- Fire hydrant location (top of hydrant), manufacturer and year.
- Water service line location (at connection to main, any bends, and termination at meter box or meter vault or at the edge of easement or ROW), size and material.
- Water blow-off and air release valve location (center of cover), size, type and manufacturer.
- Water manhole or vault location (center of cover), size and type.

2) Waste Water System Features:

- Sewer manhole and cleanout location (center of cover), size, material, and cover type.
- Sewer gravity main location (invert of pipe), size, material and flow direction (from) at all manholes, cleanouts and structures.
- Sewer service line location, size and material (at connection to main, and termination at cleanout, or stub out at edge of the easement or ROW).
- Sewer force main location (top of pipe), size, and material (one (1) coordinate provided every 100 feet minimum) and at fittings.

- Sewer force main (and gravity) fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Linestop, Reducer, Saddle, Wye, Other
- Sewer force main valve location (center of valve box cover), size and type.
- Sewer force main air release valve location (center of cover), size, type and manufacturer.
- Sewer force main manhole or vault location (center of cover), size and material.
- Sewer structure (center of structure), type (diversion, junction box)

3) Reclaimed Water System Features:

- Reclaimed main location (top of pipe), size, and material (one (1) coordinate provided every 100 feet minimum) and at fittings.
- Reclaimed fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Linestop, Reducer, Saddle, Other.
- Reclaimed valve location (center of valve box cover), size and type.
- Reclaimed service line location (at connection to main, any bends, and termination at meter box or meter vault or at the edge of easement or ROW), size and material.
- Reclaimed blow-off and air release valve location (center of cover), size, type and manufacturer.
- Reclaimed manhole or vault location (center of cover), size and type.

4) Storm Water System Features:

- Storm manhole and cleanout location (center of cover), size, material, and cover type.
- Storm gravity main location (invert of pipe), size, material, and flow direction (from) at all manholes, cleanouts and structures.
- Storm structure location (center of structure), type and category including: Drywell, Catch Basin, Scupper, Bubbler Box, and Collection Vault.

5) Standard GPS Metadata on all points collected: Date, Time, Height, Horiz_Precision, Vert_Precision, Northing, Easting, Surveyor, Datafile, and Comments

e) Electronic Data Submittal:

Each submittal must consist of

- 1) ESRI – ArcGIS Geodatabase with cumulative data and attributes, and
- 2) Construction plans with collected utilities clearly redlined and changes marked

The frequency of data submittal will be every two weeks after water, sewer, reclaim or storm assets go into the ground. Submittals can be emailed to: GIS@chandleraz.gov

DATA DICTIONARY
FOR
WATER, SEWER, RECLAIM & STORM

DATA DICTIONARY:

WATER

Water Fitting				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	WS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WS_SPATIALSOURCE_STD
MATERIAL	MATERIAL	String	20	
DIAMETER1	DIAMETER1	String	8	RWS_FITTING_DIAMETER
DIAMETER2	DIAMETER2	String	8	
ROTATION	ROTATION	Double	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS_COMMENT	String	30	
TYPE	TYPE	String	30	WS_FITTING_TYPE
BEND	BEND	String	20	WS_FITTING_BEND

Water Hydrant				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	Feature Owner	String	25	WS_FEATUREOWNER
LIFECYCLESTATUS	Lifecycle Status	String	25	WS_LIFECYCLESTATUS
SPATIALSOURCE	Spatial Source	String	25	WS_SPATIALSOURCE_STD
BARRELDIAMETER	Barrel Diameter	Double	8	
LARGENOZZLEDIAMETER	Large Nozzle Diameter	Double	8	
SMALLNOZZLEDIAMETER	Small Nozzle Diameter	Double	8	
OUTLETCONFIGURATION	Outlet Configuration	Double	8	
SEATDIAMETER	Seat Diameter	Double	8	
MANUFACTURER	Manufacturer	String	25	WS_HYD_MANUFACTURER
YEARMANUFACTURED	Manufacture Year	String	25	
HASLOCK	Has Lock ?	String	25	GIS_BOOLEAN_YES_NO
COLOR	Color	String	25	
ROTATION	Symbol Rotation	Double	8	
GPSOID	GPS ObjectID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	25	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	String	25	
VERT_PREC	VERT_PREC	String	25	
NORTHING	NORTHING	String	25	
EASTING	EASTING	String	25	
DATAFILE	DATAFILE	String	25	
GPS_COMMENT	GPS_COMMENT	String	50	

WATER VALVE				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATURE OWNER	String	20	RWS_SYSVAL_FUNCTION
LIFECYCLESTATUS	LIFECYCLE STATUS	String	20	WS_SYSVAL_LIFECYCLESTATUS
SPATIALSOURCE	SPATIAL SOURCE	String	20	WS_SYSVAL_SPATIALSOURCE
TYPE	TYPE	String	25	RWS_SYSVAL_TYPE
VALVETYPE	VALVE TYPE	String	10	RWS_SYSVAL_VALVETYPE
GROUNDTYPE	GROUNDTYPE	String	25	WS_SYSVAL_GROUNDTYPE
DIAMETER	Diameter	String	8	WS_SYSVAL_DIAM
GPSOID	GPS OBJECTID	Integer	4	
GPS_DATE	GPS DATE	Date	8	
GPS_TIME	GPS TIME	String	10	
GPS_HEIGHT	GPS HEIGHT	Double	8	
HORZ_PREC	HORZ PREC	Double	8	
VERT_PREC	VERT PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS COMMENT	String	30	
WO_CAT_CODE	WO CAT CODE	String	10	
WO_CAT	WO CAT	String	25	

WATER MANHOLE				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	WS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WS_SPATIALSOURCE_STD
ACCESSDIAMETER	ACCESSDIAMETER	String	8	
ACCESSTYPE	ACCESSTYPE	String	20	
GROUNDTYPE	GROUNDTYPE	String	20	WS_SYSVAL_GROUNDTYPE
COVERMATERIAL	COVERMATERIAL	String	10	
COVERTYPE	COVERTYPE	String	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	

WATER MISC PNT		This feature is used for any miscellaneous information		
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	50	
NOTES	NOTES	String	150	
SIZE	SIZE	Double	8	

Water Domains:

Domain name	WS_LIFECYCLESTATUS
ABANDONED	ABANDONED
ACTIVE	ACTIVE
FUTURE	FUTURE
INACTIVE	INACTIVE
REMOVED	REMOVED
UNKNOWN	UNKNOWN
Domain name	WS_SYSVAL_SPATIALSOURCE
APPROVED PLANS	APPROVED PLANS
ASBUILT	ASBUILT
DESIGN	DESIGN
GPS	GPS
HYDRMAINT	HYDRMAINT
ORTHOPHOTO	ORTHOPHOTO
TM7	TM7
UNKNOWN	UNKNOWN
Domain name	WS_HYD_MANUFACTURER
AMERICANDARLING	AMERICANDARLING
AVK	AVK
CLOW	CLOW
DRESSER	DRESSER
GREENBERG	GREENBERG
KENNEDY	KENNEDY
MUELLER	MUELLER
PACIFIC	PACIFIC
UNKNOWN	UNKNOWN
WATEROUS	WATEROUS

Domain name	WS_FEATUREOWNER
COC	Chandler
COG	Gilbert
COM	Mesa
COP	Phoenix
COT	Tempe
COUNTY	Maricopa County
GOULD	Gould
GRIC	GRIC
INTEL	Intel
MICROCHIP	Microchip
MOTOROLA	Motorola
PRIVATE	Private
SRP	SRP
SRVWUA	SRVWUA
UNKNOWN	UNKNOWN

Domain name	WS_SYSVAL_LIFECYCLESTATUS
FUTURE	FUTURE
UNKNOWN	UNKNOWN
INACTIVE	INACTIVE
ACTIVE	ACTIVE
REMOVED	REMOVED
ABANDONED	ABANDONED

Domain name	WS_FITTING_BEND
HORIZONTAL	HORIZONTAL
VERTICAL	VERTICAL
Domain name	WS_SYSVAL_DIAM
2	2
3	3
4	4
6	6
8	8
10	10
12	12
16	16
20	20
24	24
30	30
36	36
42	42
48	48
54	54

Domain name	WS_FITTING_TYPE
11B	11B
22B	22B
45B	45B
90B	90B
COUPLING	COUPLING
CROSS	CROSS
ENDCAP	ENDCAP
LINESTOP	LINESTOP
OTHER	OTHER
REDUCER	REDUCER
SADDLE	SADDLE
TAPPING SLEEVE	TAPPING SLEEVE
TEE	TEE
UNKNOWN	UNKNOWN
WYE	WYE
Domain name	WS_SYSVAL_GROUNDTYPE
CONCRETE	CONCRETE
ASPHALT	ASPHALT
LANDSCAPE	LANDSCAPE
UNKNOWN	UNKNOWN
Domain name	WS_SPATIALSOURCE_STD
ASBUILT	ASBUILT
DESIGN	DESIGN
FIELD	FIELD
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
UNKNOWN	UNKNOWN

DATA DICTIONARY:

SEWER

SEWER CLEANOUT				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WW_SPATIALSOURCE
RIM_ELEV	RIM_ELEV	Double	8	
INV_ELEV	INV_ELEV	Double	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	

SEWER CONTROL VALVE				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
TYPE	TYPE	String	25	
FEATUREOWNER	FEATUREOWNER	String	20	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WW_SPATIALSOURCE
DIAMETER	DIAMETER	String	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	

SEWER_FITTING				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WW_SPATIALSOURCE
MATERIAL	MATERIAL TYPE	String	20	
TYPE	TYPE	String	30	
BEND	BEND	String	20	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	
SIZE_	SIZE OF FITTING	String	20	

SEWER_MANHOLE				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WW_SPATIALSOURCE
LID	LID TYPE	String	20	
TYPE	TYPE	String	20	WW_MH_TYPE
COVER_MATERIAL	COVER_MATERIAL	String	25	WW_MH_COVER_MATERIAL
COVER_HOLE	COVER_HOLE	String	25	WW_MH_COVER_HOLE
COVER_SIZE	COVER_SIZE	String	20	WW_MH_COVER_SIZE
RIM_ELEV	RIM_ELEV	Double	8	
INV_ELEV	INV_ELEV	Double	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	
LINER	LINER	String	50	WW_MH_LINER
WALL_MATERIAL	WALL_MATERIAL	String	50	WW_MH_WALL_MATERIAL

SEWER_MISC		For any Miscellaneous features		
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
SPATIALSOURCE	SPATIALSOURCE	String	20	
MATERIAL	MATERIAL	String	20	
TYPE	TYPE	String	30	
BEND	BEND	String	20	
NOTES	NOTES	String	255	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	
SIZE_	SIZE_	String	20	

Sewer Domains:

Domain name	WW_FEATUREOWNER
COC	COC
PRIVATE	PRIVATE
TOG	TOG
UNKNOWN	UNKNOWN
Domain name	WW_SPATIALSOURCE
GPS	GPS
ASBUILT	ASBUILT
UNKNOWN	UNKNOWN
Domain name	WW_MH_COVER_HOLE
UNKNOWN	UNKNOWN
SEALED	SEALED
Domain name	WW_MH_LINER
CAST-IN-PLACE	CAST-IN-PLACE
CEMENTITIOUS	CEMENTITIOUS
COMPOSITE	COMPOSITE
CURED-IN-PLACE	CURED-IN-PLACE
EPOXY	EPOXY
FR PLASTIC INSERT	FR PLASTIC INSERT
FR POLYMER INSERT	FR POLYMER INSERT
INSERT	INSERT
UNKNOWN	UNKNOWN
Domain name	WW_LIFECYCLESTATUS
ABANDONED	ABANDONED
ACTIVE	ACTIVE
INACTIVE	INACTIVE
PULLED	PULLED
UNKNOWN	UNKNOWN

Domain name	WW_MH_COVER_MATERIAL
ALUMINUM	ALUMINUM
CASTIRON	CASTIRON
HDPE COMPOSITE - CAP	HDPE COMPOSITE - CAP
HDPE COMPOSITE - EJ	HDPE COMPOSITE - EJ
HDPE COMPOSITE - HD20	HDPE COMPOSITE - HD20
STEEL	STEEL
UNKNOWN	UNKNOWN
Domain name	WW_MH_COVER_SIZE
0	Unknown
4	4
6	6
8	8
22	22
24	24
26	26
28	28
30	30
32	32
38	38
48	48
60	60
Domain name	WW_MH_WALL_MATERIAL
NONE	NONE
COMPOSITE	COMPOSITE
UNKNOWN	UNKNOWN
CONCRETE	CONCRETE
POURED	POURED
TLOCK	TLOCK
PRECAST	PRECAST
BRICK	BRICK

Domain name	WW_MH_TYPE
0	UNKNOWN
1	SANITARY SEWER
2	ARV

DATA DICTIONARY: RECLAIM

RECLAIM_FITTING				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	RWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	RWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	RWS_SPATIALSOURCE
MATERIAL	MATERIAL	String	20	RWS_MAIN_OR_SERVICE_MATERIAL
DIAMETER1	DIAMETER1	String	8	RWS_FITTING_DIAMETER
DIAMETER2	DIAMETER2	String	8	RWS_FITTING_DIAMETER
TYPE	TYPE	String	30	RWS_FITTING_TYPE
BEND	BEND	String	20	RWS_FITTING_BEND
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS_COMMENT	String	30	

RECLAIM_MISC_STRUCT				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
TYPE	SUBTYPE	String	20	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS_COMMENT	String	50	
NOTES	Notes	String	150	

RECLAIM_MANHOLE				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	RWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	RWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	RWS_SPATIALSOURCE
ACCESSDIAMETER	ACCESSDIAMETER	String	8	RWS_GROUNDTYPE
GROUNDTYPE	GROUNDTYPE	String	20	
COVERMATERIAL	COVERMATERIAL	String	10	
COVERTYPE	COVERTYPE	String	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS_COMMENT	String	30	

RECLAIM SYSTEM VALVE				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATURE OWNER	String	20	RWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLE STATUS	String	20	RWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIAL SOURCE	String	20	RWS_SPATIALSOURCE
TYPE	TYPE	String	25	RWS_SYSVAL_TYPE
VALVETYPE	VALVE TYPE	String	10	RWS_SYSVAL_VALVETYPE
FUNCTION	FUNCTION	String	25	RWS_SYSVAL_FUNCTION
GROUNDTYPE	GROUNDTYPE	String	25	RWS_SYSVAL_GROUNDTYPE
GPSOID	GPS OBJECTID	Integer	4	
GPS_DATE	GPS DATE	Date	8	
GPS_TIME	GPS TIME	String	10	
GPS_HEIGHT	GPS HEIGHT	Double	8	
HORZ_PREC	HORZ PREC	Double	8	
VERT_PREC	VERT PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS COMMENT	String	30	
WO_ZONE	WO ZONE	Double	8	
DIAMETER	DIAMETER	Double	8	RWS_SYSVAL_DIAM
WO_CAT_CODE	WO_CAT_CODE	String	10	

Reclaim Domains:

Domain name	RWS_SYSVAL_VALVETYPE
BALL	BALL
BUTTERFLY	BUTTERFLY
GATE	GATE
INSERTA	INSERTA
UNKNOWN	UNKNOWN
Domain name	RWS_SYSVAL_FUNCTION
ARV	ARV
INLINE	INLINE
PUMPOUT	PUMPOUT
PUMPSTATION	PUMPSTATION
SERVICE	SERVICE
STUBOUT	STUBOUT
UNKNOWN	UNKNOWN
VAULT	VAULT
Domain name	RWS_SYSVAL_TYPE
ARV	ARV
BLOWOFF	BLOWOFF
STANDARD	STANDARD
Domain name	RWS_FEATUREOWNER
COC	CHANDLER
COM	MESA
INTEL	INTEL
OCA	OCA
OMG	OMG
PRIVATE	PRIVATE
SRP	SRP
TOG	GILBERT
UNKNOWN	UNKNOWN

Domain name	RWS_FITTING_BEND
HORIZONTAL	HORIZONTAL
VERTICAL	VERTICAL
Domain name	RWS_MAIN_OR_SERVICE_MATERIAL
AC	AC
CC	CC
CI	CI
CU	COPPER
DI	DI
PVC	PVC
UNKNOWN	UNKNOWN
Domain name	RWS_FITTING_TYPE
11B	11B
22B	22B
45B	45B
90B	90B
COUPLING	COUPLING
CROSS	CROSS
ENDCAP	ENDCAP
LINESTOP	LINESTOP
MECHANICAL JOINT	MECHANICAL JOINT
OTHER	OTHER
RECHARGE WELL	RECHARGE WELL
REDUCER	REDUCER
SADDLE	SADDLE
TAPPING SLEEVE	TAPPING SLEEVE
TEE	TEE
UNKNOWN	UNKNOWN
WYE	WYE

Domain name	RWS_SPATIALSOURCE
ASBUILT	ASBUILT
FIELD	FIELD
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
UNKNOWN	UNKNOWN
Domain name	RWS_LIFECYCLESTATUS
ABANDONED	ABANDONED
ACTIVE	ACTIVE
INACTIVE	INACTIVE
REMOVED	REMOVED
UNKNOWN	UNKNOWN
Domain name	RWS_SYSVAL_DIAM
1.5	1.5
2	2
3	3
4	4
6	6
8	8
10	10
12	12
16	16
20	20
24	24
30	30
36	36
42	42
48	48
9999	UNKNOWN

Domain name	RWS_GROUNDTYPE
ASPHALT	ASPHALT
CONCRETE	CONCRETE
DIRT	DIRT
UNKNOWN	UNKNOWN

Domain name	RWS_SYSVAL_GROUNDTYPE
ASPHALT	ASPHALT
CONCRETE	CONCRETE
LANDSCAPE	LANDSCAPE
UNKNOWN	UNKNOWN

Domain name	RWS_FITTING_DIAMETER
0.63	0.63
0.75	0.75
1	1
1.25	1.25
1.5	1.5
2	2
2.5	2.5
3	3
4	4
6	6
8	8
10	10
12	12
15	15
16	16
18	18
20	20
24	24
30	30
36	36
42	42
48	48

DATA DICTIONARY:

STORM

SWS_DRAIN_MANHOLE				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE
STRUCTURE_TYPE	STRUCTURE_TYPE	SmallInteger	2	SWS_STRUCTURE_TYPE
CHANDLER_NAME	CHANDLER_NAME_ON_LID	String	5	GIS_BOOLEAN_YES_NO
DIAMETER	DIAMETER	SmallInteger	2	SWS_SDMH_SIZE
VENT_HOLE	VENT_HOLE	String	30	GIS_BOOLEAN_YES_NO
ACCESS_OPENING_TYPE	ACCESS_OPENING_TYPE	String	25	SWS_SDMH_ACCESS_OPENING_TYPE
LID_TYPE	LID_TYPE	String	30	SWS_SDMH_TYPE
LID_TEXT	LID_TEXT	String	30	SWS_SDMH_LID_TEXT
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

SWS_BUBBLER_BOX				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE
GRATE_OPENINGS_NUM	GRATE_OPENINGS_NUM	SmallInteger	2	SWS_GRATE_OPENINGS
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
DRYWELL_ASSOC	DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
GPSX	GPSX	Double	8	
GPSY	GPSY	Double	8	
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	
NOTES	NOTES	String	50	

SWS_CATCHBASIN				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_LIFECYCLESTATUS
STRUCTURE_TYPE	STRUCTURE_TYPE	SmallInteger	2	SWS_STRUCTURE_TYPE
CATCHBASIN_TYPE	CATCHBASIN_TYPE	String	25	SWS_CB_TYPE
LOCATION	LOCATION	String	100	
CITY_EMBLEM	CITY_EMBLEM	String	5	GIS_BOOLEAN_YES_NO
ACCESS_OPENING_TYPE	ACCESS_OPENING_TYPE	String	25	SWS_CB_ACCESS_OPENING_TYPE
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
LID	LID	String	5	GIS_BOOLEAN_YES_NO
LID_TYPE	LID_TYPE	String	25	SWS_CB_LID_TYPE
DRYWELL_CONN	DRYWELL_CONN	String	5	GIS_BOOLEAN_YES_NO
OUTLET_CONN	OUTLET_CONN	String	5	GIS_BOOLEAN_YES_NO
BUBBLERBOX_CONN	BUBBLERBOX_CONN	String	5	GIS_BOOLEAN_YES_NO
BUBBLERBOX_DRYWELL_ASSOC	BUBBLERBOX_DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
LAKE_DRAIN	LAKE_DRAIN	String	5	GIS_BOOLEAN_YES_NO
GPSX	GPSX	Double	8	
GPSY	GPSY	Double	8	
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	
NOTES	NOTES	String	50	

SWS_DRYWELL_PNT				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
Shape	Shape	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS_1
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE_1
FIELD_LOC	FIELD_LOC	String	100	SWS_DW_LOCATION
INSTALLER	INSTALLER	String	30	SWS_DW_INSTALLER
CHAMBER_TYPE	CHAMBER_TYPE	String	30	SWS_DW_CHAMBER_TYPE
LID_SIZE	LID_SIZE	SmallInteger	2	SWS_DW_LID_SIZE
LID_TYPE	LID_TYPE	String	25	SWS_DW_LID_TYPE
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	String	5	GIS_BOOLEAN_YES_NO
CONCRETE_PAD	CONCRETE_PAD	String	5	GIS_BOOLEAN_YES_NO
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

SWS_INLET_PNT				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
Shape	Shape	Geometry	0	
CATCHBASIN_TYPE	CATCHBASIN_TYPE	String	25	SWS_CB_TYPE
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS_1
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE_1
FIELD_LOC	FIELD_LOC	String	100	SWS_FIELD_LOC
GRATE_ASSOC	GRATE_ASSOC	String	25	GIS_BOOLEAN_YES_NO
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
INLET_PIPE_DIAM	INLET_PIPE_DIAM	SmallInteger	2	SWS_INLET_PIPE_DIAM
INLET_NUMBER	NUMBER_OF_INLETS	SmallInteger	2	
TRASHRACK_ASSOC	TRASHRACK_ASSOC	String	5	GIS_BOOLEAN_YES_NO
TRASH_LENGTH	TRASH_LENGTH	Double	8	
TRASH_WIDTH	TRASH_WIDTH	Double	8	
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	String	5	GIS_BOOLEAN_YES_NO
BUBBLER_BOX_DRYWELL_ASSOC	BUBBLER_BOX_DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
HEADWALLASSOC	HEADWALLASSOC	String	5	GIS_BOOLEAN_YES_NO
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

SWS_OUTLET_PNT				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE_1
GRATE_ASSOC	GRATE_ASSOC	String	25	GIS_BOOLEAN_YES_NO
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
INLET_PIPE_DIAM	INLET_PIPE_DIAM	SmallInteger	2	SWS_INLET_PIPE_DIAM
INLET_NUMBER	NUMBER_OF_INLETS	SmallInteger	2	
TRASHRACK_ASSOC	TRASHRACK_ASSOC	String	5	GIS_BOOLEAN_YES_NO
TRASH_LENGTH	TRASH_LENGTH	Double	8	
TRASH_WIDTH	TRASH_WIDTH	Double	8	
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	String	5	GIS_BOOLEAN_YES_NO
BUBBLER_BOX_DRYWELL_ASSOC	BUBBLER_BOX_DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
HEADWALLASSOC	HEADWALLASSOC	String	5	GIS_BOOLEAN_YES_NO
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

SWS_SCUPPER_PNT				
Field Name	Alias Name	Type	Length	Domain
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS_1
SPATIALSOURCE	SPATIALSOURCE	String	25	
CITY_EMBLEM	CITY_EMBLEM	String	5	GIS_BOOLEAN_YES_NO
NUMBER_OPENINGS	NUMBER_OPENINGS	SmallInteger	2	
WIDTH	WIDTH	Double	8	
SPILLWAY_ASSOC	SPILLWAY_ASSOC	String	25	GIS_BOOLEAN_YES_NO
HEADWALL_ASSOC	HEADWALL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	String	5	GIS_BOOLEAN_YES_NO
BUBBLERBOX_ASSOC	BUBBLERBOX_ASSOC	String	5	GIS_BOOLEAN_YES_NO
BUBBLER_BOX_DRYWELL_ASSOC	BUBBLER_BOX_DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
LAKE_DRAIN	LAKE_DRAIN	String	5	GIS_BOOLEAN_YES_NO
RIPRAP	RIPRAP	String	25	GIS_BOOLEAN_YES_NO
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

Sewer Domains:

Domain name	SWS_DW_LOCATION
AIRPORT	AIRPORT
CITYRETENTION	CITY RETENTION
PARK	PARK
PARKING_LOT	PARKING LOT
PRIVATERETENTION	PRIVATE RETENTION
STREET	STREET
WELL_SITE	WELL SITE
Domain name	SWS_GRATE_LENGTH
12	12
24	24
28	28
30	30
36	36
38	38
40	40
50	50
60	60
76	76
Domain name	SWS_CB_LID_TYPE
STEEL	STEEL
CONCRETE	CONCRETE
Domain name	SWS_DW_CHAMBER_TYPE
DOUBLE	DOUBLE
SINGLE	SINGLE
TRIPLE	TRIPLE

Domain name	SWS_LIFECYCLESTATUS_1
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ABANDONED	ABANDONED
ACTIVE	ACTIVE
INACTIVE	INACTIVE
REMOVED	REMOVED
Domain name	SWS_GRATE_OPENINGS
1	1
2	2
3	3
4	4
5	5
6	6
Domain name	SWS_SPATIALSOURCE_1
FIELD	FIELD
GPS	GPS
Domain name	SWS_SPATIALSOURCE
APPROVED_PLANS	APPROVED_PLANS
ASBUILT	ASBUILT
DESIGN	DESIGN
FIELD	FIELD
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
UNKNOWN	UNKNOWN

Domain name	SWS_SDMH_SIZE
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22	22
24	24
26	26
28	28
30	30
32	32
38	38
Domain name	GIS_BOOLEAN_YES_NO
YES	YES
NO	NO
Domain name	SWS_DW_LID_SIZE
22	22
24	24
25	25
26	26
32	32
38	38
Domain name	SWS_STRUCTURE_TYPE
1	CATCH BASIN
2	SCUPPER
3	DRYWELL
4	MANHOLE
5	OUTLET
6	INLET
7	BUBBLERBOX
8	SPILLWAY
9	SEPARATOR

	SWS_CB_ACCESS_OPENING_TYPE
NONE	NONE
RECTANGULAR	RECTANGULAR
ROUND	ROUND
SQUARE	SQUARE
Domain name	SWS_FEATUREOWNER_1
ADOT	ADOT
CITY_OF_CHANDLER	CITY_OF_CHANDLER
HOA	HOA
PRIVATE	PRIVATE
Domain name	SWS_LIFECYCLESTATUS
ACTIVE	ACTIVE
FUTURE	FUTURE
REMOVED	REMOVED
INACTIVE	INACTIVE
ABANDONED	ABANDONED
Domain name	SWS_FEATUREOWNER
ADOT	ADOT
CITY_OF_CHANDLER	CITY_OF_CHANDLER
HOA	HOA
OTHER	OTHER

Domain name	
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Domain name	SWS_SDMH_LID_TEXT
CHANDLER_SANITATION_SEWER	CHANDLER SANITATION SEWER
CHANDLER_STORM/SEWER	CHANDLER STORM/SEWER
NONE	NONE
OTHER	OTHER
STORM SEWER	STORM SEWER
Domain name	SWS_DW_INSTALLER
McGUCKINDRILLING	McGUCKIN DRILLING
OTHER	OTHER
TORRENTRESOURCES	TORRENT RESOURCES
WACODRILLING	WACO DRILLING
Domain name	SWS_GRATE_WIDTH
6	6
12	12
16	16
18	18
24	24
28	28
30	30
36	36
38	38
44	44
72	72
Domain name	SWS_SDMH_ACCESS_OPENING_TYPE
NONE	NONE
RECTANGULAR	RECTANGULAR
ROUND	ROUND
SQUARE	SQUARE

Domain name	SWS_FIELD_LOC
AIRPOR	AIRPORT
CTYRTN	CITYRETENTION
Domain name	SWS_CB_TYPE
NONE	NONE
PARK	PARK
PRKLOT	PARKING_LOT
PVRET	PRIVATERETENTION
STREET	STREET
TYPE_A	TYPE_A
TYPE_B	TYPE_B
TYPE_C	TYPE_C
TYPE_D	TYPE_D
TYPE_E	TYPE_E
TYPE_F	TYPE_F
TYPE_G	TYPE_G
TYPE_H	TYPE_H
TYPE_Q	TYPE_Q
WELLSI	WELL_SITE
Domain name	SWS_INLET_PIPE_DIAM
12	12
13	13
14	14
15	15
16	16
18	18
24	24
26	26
30	30
36	36
42	42
46	46
60	60
72	72

Domain name	SWS_SDMH_TYPE
PRESSURIZED	PRESSURIZED
NON-PRESSURIZED	NON-PRESSURIZED
Domain name	SWS_DW_LID_TYPE
STEEL	STEEL
GRANITE	GRANITE
CONCRETE_SEALED	CONCRETE_SEALED
GRATE	GRATE



City Council Memorandum Public Works & Utilities Memo No. CP22-107

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
From: Melanie Sikes, Engineering Project Manager
Subject: Project Agreement No. WW2005.402, with B & F Contracting, Inc., Pursuant to Job Order Contract No. JOC1903.401, for the Jacaranda Parkway Sewer Rehabilitation

Proposed Motion:

Move City Council award Project Agreement No. WW2005.402, to B & F Contracting, Inc., Pursuant to Job Order Contract No. JOC1903.401, for the Jacaranda Parkway Sewer Rehabilitation, in an amount not to exceed \$1,944,081.66.

Background/Discussion:

The Public Works and Utilities Department administers an ongoing Wastewater Sewer Assessment Program to evaluate, prioritize, and repair deteriorated sewer pipes and manholes within the City's collection system. As part of this program, approximately 4,350 linear feet of 27-inch-diameter sanitary sewer pipe and 13 existing sewer manholes along SW Jacaranda Parkway, north of Ocotillo Road, require rehabilitation. The sewer infrastructure in this area is approximately 35 years old. The method of sewer pipeline rehabilitation will be Cured-In-Place-Pipe (CIPP), which is an industry standard method to rehabilitate pipeline in place with no excavation of the roadway necessary. The CIPP method does, however, require a full sewer flow bypass using pumps and temporary piping laid on the ground surface. The existing sewer manholes accessed for this work will also be repaired. Additionally, approximately 1,150 linear feet of 12-inch and 8-inch diameter sanitary sewer pipe in various areas in the residential subdivision will be rehabilitated or replaced.

The project scope of work consists of pre-construction services, sewer bypass pumping, traffic control, installation of CIPP liner, and manhole rehabilitation. The contract completion time is 120 calendar days following Notice to Proceed.

A related Professional Services Agreement with Dibble CM, LLC, for the Jacaranda Parkway Sewer Rehabilitation Construction Management Services, is also scheduled for this City Council meeting.

A related Construction Contract with B & F Contracting, Inc., for the Ocotillo Small Diameter Sewer Rehabilitation, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. The costs proposed for this project have been evaluated by staff and determined to be reasonable.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3910.6817.6WW266	Wastewater Operating	Sewer Assessment and Rehabilitation	\$1,944,081.66	Y

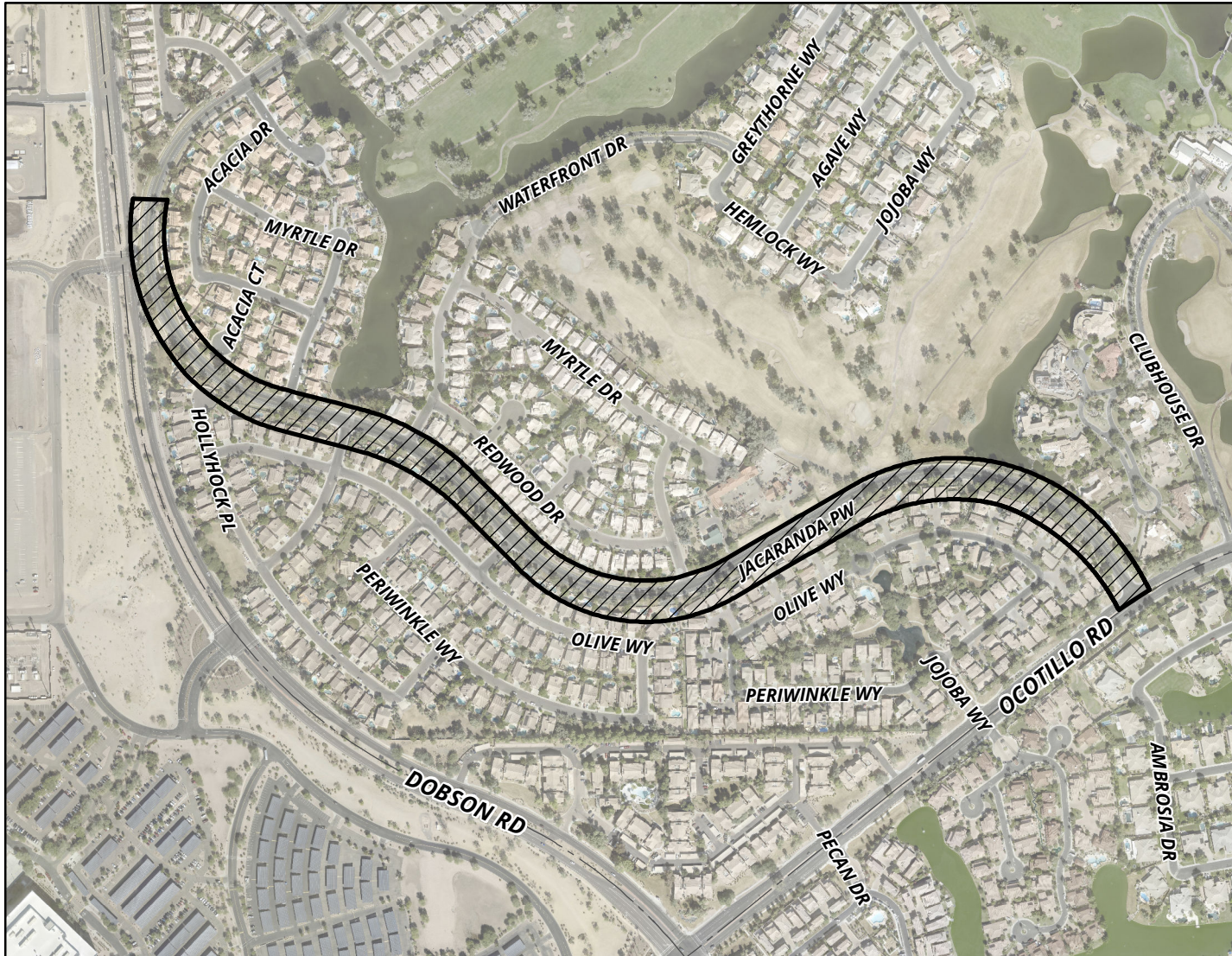
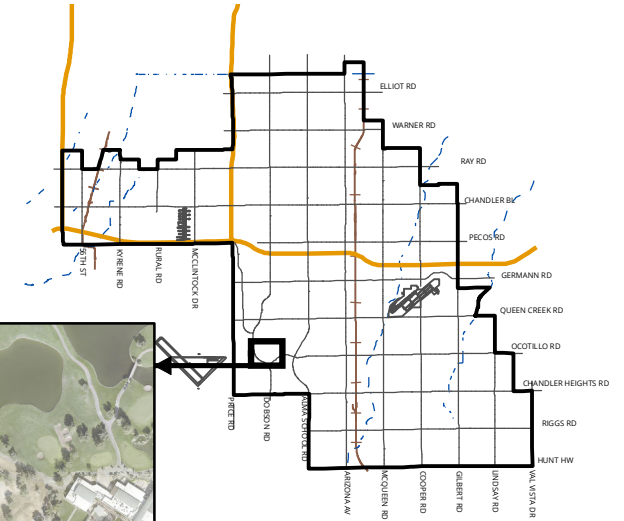
Attachments

Location Map

Agreement - B&F Contracting



JACARANDA PARKWAY SEWER REHABILITATION PROJECT NO. WW2005.402



MEMO NO. CP22-107

 PROJECT LOCATION





**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

Project Name: **JACARANDA PARKWAY SEWER REHABILITATION**

Project No. **WW2005.402**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2022 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **B&F Contracting, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1903.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

- A. On or about March 11, 2020, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.
- B. City proposes to engage JOC Contractor to install pipe, including rehabilitation of manholes on Jacaranda Parkway as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.
- C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **JACARANDA PARKWAY SEWER REHABILITATION**, Project Number **WW2005.402**. The scope of work consists of installing pipe, including rehabilitation of manholes on Jacaranda Parkway, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **\$1,944,081.66** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **120** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Paul Ahlas	
	Phone:	480-782-3328
	Email:	Paul.ahlas@chandleraz.gov
JOC CONTRACTOR:	B&F Contracting, Inc.	
	11011 N. 23 rd Ave.	
	Phoenix, AZ 85029	
	JOC Contractor Representative: Bruce Balls	
	Phone:	623-764-7585
	Email:	bruceb@bfcontracting.com

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY"

CITY OF CHANDLER:

MAYOR Date

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney By: TMB

ATTEST:

City Clerk SEAL

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

"JOC CONTRACTOR"

B&F Contracting, Inc.:

 1/26/22
Signature Date

Bruce W. Balls

Print Name

CEO

Title

ATTEST: If Corporation


Secretary

ADDRESS FOR NOTICE

B&F Contracting, Inc.

11011 N. 23rd Ave.

Phoenix, AZ 85029

EXHIBIT A
SCOPE OF WORK



EXHIBIT A

WW2005.402 JACARANDA PARKWAY SEWER REHABILITATION CONSTRUCTION SERVICES SCOPE OF WORK

Below are the items discussed as the "Construction scope" that are to be implemented upon executing an agreement. These items include but are not limited to the following,

1. Mobilization.
2. Pre-Clean & Video.
3. Suction & Discharge Manhole Access.
4. Bypass Pumping.
5. Prep existing PVC at manholes only.
6. Point repair of existing pipe.
7. 4353lf of 27" CIPP Lining.
8. 13ea Manhole bench repair & coating.
9. Post cleaning and Panoramic video.
10. R&R AC trench pavement.
11. Repair disturbed landscaping.
12. R&R 48sf of sidewalk.
13. R&R 20lf of curb & gutter.
14. Replace disturbed striping.
15. Traffic control.
16. Project Management.

**EXHIBIT B
FEE SCHEDULE**

EXHIBIT "B"**JOB ORDER COST PROPOSAL
SUMMARY SHEET**

Negotiated Prices		
Price of Subcontractor(s)	\$	1,173,543.98
Price of Subconsultant(s)	\$	-
General Conditions	\$	75,467.04
Preconstruction Labor (if applicable)	\$	-
Construction Labor (if applicable)	\$	281,366.21
SUBTOTAL (NEGOTIATED PRICES):		\$ 1,530,377.23
Overhead and Profit (Coefficient per Job Order Master Agreement)	8.00%	\$ 122,430.18
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$ 1,652,807.41
Insurance, Bonds, & Taxes		
Sales Tax Percentage (Current Tax Rate)	4.83%	\$ 79,830.60
General Liability Insurance Percentage (Actual Cost per Job Order)	1.00%	\$ 16,528.07
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	0.10%	\$ 1,652.81
Payment Bond (Actual Cost per Job Order)	0.50%	\$ 8,264.04
Performance Bond (Actual Cost per Job Order)	0.50%	\$ 8,264.04
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 114,539.55
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$ 1,767,346.96
City's Allowance @ 10%		\$ 176,734.70
TOTAL JOB ORDER:		\$ 1,944,081.66

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.



Proposal

COST ONLY

Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029

Office: 623-582-1170 | Fax: 623-582-3761

Tucson: 1904 W. Prince Rd. Tucson, AZ 85705

Office: 520-207-8228 | Fax: 520-305-3323

AZ Licenses: ROC-089744 A General Contracting

ROC-111282 B-04 General Engineering

Submitted to: City of Chandler
Mail Stop 407, P.O. Box 4008
Chandler, AZ 85244 USA

Bid Date: 12/21/2021
Bid Number: 4470.003

Project: WW2005.402 Jacaranda PKWY Sewer Rehab
Ocotillo Rd & Jacaranda Pkwy Construction
Chandler, AZ

Attention: Paul Ahlas Phone Number: 4807823310

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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MOBILIZATION

1	Mobilization	9.00	TRIP	\$2,452.73	\$22,074.57
Total Price for above MOBILIZATION Items:					<u>\$22,074.57</u>

GENERAL CONDITIONS

19	Project General Conditions	1.00	LS	\$75,467.19	\$75,467.19
Total Price for above GENERAL CONDITIONS Items:					<u>\$75,467.19</u>

BYPASS PUMPING

3	Suction Manhole R&R Cone (Ocotillo)	2.00	EACH	\$13,754.07	\$27,508.14
4	Discharge Manhole R&R Cone (Dobson)	1.00	EACH	\$17,656.17	\$17,656.17
5	Bypass Ocotillo	1.00	LS	\$152,562.24	\$152,562.24
6	Bypass Jacaranda	1.00	LS	\$231,289.50	\$231,289.50
18	Traffic Control	1.00	LS	\$32,889.16	\$32,889.16
Total Price for above BYPASS PUMPING Items:					<u>\$461,905.21</u>

CIPP LINING

7	Repair Manhole PVC "Flaps" For CIPP Lining	13.00	EACH	\$806.40	\$10,483.20
8	Open Benches For CIPP Lining	7.00	EACH	\$2,660.64	\$18,624.48
10	27" CIPP Lining	4,353.00	LF	\$159.38	\$693,781.14
Total Price for above CIPP LINING Items:					<u>\$722,888.82</u>

POINT REPAIR

9	Point Repair	1.00	EACH	\$43,324.28	\$43,324.28
Total Price for above POINT REPAIR Items:					<u>\$43,324.28</u>

MANHOLE REPAIRS

12	Manhole Bench Coating	13.00	EACH	\$6,426.49	\$83,544.37
Total Price for above MANHOLE REPAIRS Items:					<u>\$83,544.37</u>

PIPE CLEANING AND VIDEO

2	Pre-Clean & Video	4,353.00	LF	\$7.20	\$31,341.60
11	Post Clean And Video (Pano)	4,353.00	LF	\$6.71	\$29,208.63

Total Price for above PIPE CLEANING AND VIDEO Items: \$60,550.23

REMOVE AND REPLACE

13	Remove And Replace AC Pavement	505.00	SF	\$89.51	\$45,202.55
14	Remove And Replace Landscaping	1.00	LS	\$6,451.29	\$6,451.29
15	Remove And Replace Sidewalk	48.00	SF	\$66.79	\$3,205.92
16	Remove And Replace Curb	20.00	LF	\$163.14	\$3,262.80
17	Replace Striping	1.00	LS	\$2,500.00	\$2,500.00

Total Price for above REMOVE AND REPLACE Items: \$60,622.56

Total Bid Price: \$1,530,377.23

- Terms: Net 30 Days

- This proposal is based on the following information:

Plans: 100% - 9/22/21

Plans used were: Jacaranda Parkway Sewer Rehabilitation

Prepared by: Dibble

Addenda Received: No

- Exclusions:

*Odor Control Scrubbers or Chemical Injection

*Waste disposal generated thru pipe cleaning efforts

*Hazardous or toxic materials

*Section 02148 Item 3.03 D1. As a majority of the newly lined pipe is running on a radius or arc, wrinkles in the liner should be expected.

*Carbon end seals on pipe

- Inclusions:

*Testing of the bypass system to check for leaks. If any leaks are found they will be repaired, and the system tested again. Loading and unloading at the project site for the bypass pipe & pumps. Supply of HDPE Pipe & Fittings, Hoses and Pumps, Installation of sewer plugs as required for the bypass system. Overtime Rates for bypass pumps, Bypass pump periodic service and maintenance costs, Fittings, valves, spill berms, sewer plugs, and other misc. parts required for the bypass system, Bypass piping at 100% redundancy (2 or more pipes, same size or larger, shall be installed) Bypass pumps at 100% redundancy for 2 pump operation, Engineer Review and Stamp for bypass submittals Spill kits and full spill response plan.

*Water curing will be utilized

- We propose to furnish labor, equipment, and materials - complete in accordance with the plans and specifications supplied to us for the above mentioned project. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to the standard practices. Any alternations or deviations from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over the above proposed estimate.

CONFIRMED:

B&F Contracting, Inc. (Proposal)

Authorized Signature:

Estimator: Bret Thompson

623-271-2961 bthompson@bfcontracting.com

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

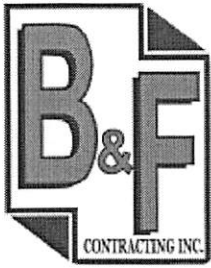


EXHIBIT C

Proposal

Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029

Office: 623-582-1170|Fax: 623-582-3761

Tucson: 1904 W. Prince Rd. Tucson, AZ 85705

Office: 520-207-8228|Fax: 520-305-3323

AZ Licenses: ROC-089744 A General Contracting

ROC-111282 B-04 General Engineering

Cost Detail By Phase







Project Name:	WW2005.402 Jacaranda PKWY Sewer Rehab	Customer:	City of Chandler
Job Number:	4470.003	Bid Number:	4470.003
Bid As:	General Contractor	Billing Address:	Mail Stop 407, P.O. Box 4008 Chandler, AZ 85244 USA
Estimator:	Bret Thompson	Phone:	4807823310
Project Address:	Ocotillo Rd & Jacaranda Pkwy Construction, Chandler, AZ	Contact:	Paul Ahlas
Completion Date:	6/1/2022		

Pay Items







































Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
Phase: MOBILIZATION				
D 1 - Mobilization	9.00	TRIP	\$2,452.73	\$22,074.56
D GC-Mob/Demobilization	9.00	TRIP	\$830.51	\$7,474.56
GC-Mobilization - Forklift/backhoe/Water Truck (2.00 TRIP/DY, 4.00 DY)	8.00	TRIP	\$467.16	\$3,737.28
Transport Truck	32.00	HR	\$66.55	\$2,129.60
Transport Trailer - 48 FT	32.00	HR	\$14.13	\$452.16
Truck Driver	32.00	HR	\$36.11	\$1,155.52
GC-Mobilization - Trackhoe (1.00 TRIP/DY, 4.00 DY)	4.00	TRIP	\$934.32	\$3,737.28
Transport Truck	32.00	HR	\$66.55	\$2,129.60
Transport Trailer - 48 FT	32.00	HR	\$14.13	\$452.16
Truck Driver	32.00	HR	\$36.11	\$1,155.52
S Mobilization CIPP (Insituform Technologies, Inc.)	1.00	EACH	\$9,000.00	\$9,000.00
S Subcontracted-Mobilization Large Excavator (Stearns)	2.00	TRIP	\$2,800.00	\$5,600.00












































Phase: GENERAL CONDITIONS

































D 19 - Project General Conditions	1.00	LS	\$75,467.04	\$75,467.04
Q JI-Trash Dumpster/Dump Fees	2.00	EACH	\$350.00	\$700.00
Q JI-Construction Water	100,000.00	GAL	\$0.03	\$3,000.00
Q JI-Water Meter	2.00	EACH	\$750.00	\$1,500.00
P JI-Water & Ice	8.00	WK	\$50.00	\$400.00
Q JI-Portas/J-Johns	2.00	MO	\$500.00	\$1,000.00
D JI-Project Manager	21.00	DY	\$767.76	\$16,122.96
JI-Project Manager Crew (1.00 DY/DY, 21.00 DY)	21.00	DY	\$767.76	\$16,122.96
Truck - Management	168.00	HR	\$16.67	\$2,800.56
Project Manager	168.00	HR	\$79.30	\$13,322.40
D JI-Project Superintendent	42.00	DY	\$704.80	\$29,601.60
JI-Project Superintendent Crew (8.00 HR/DY, 42.00 DY)	336.00	HR	\$88.10	\$29,601.60
Truck - Management	336.00	HR	\$16.67	\$5,601.12
Project Superintendent	336.00	HR	\$71.43	\$24,000.48










Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 19 - Project General Conditions continued)				
 JI-Project Engineer	21.00	DY	\$634.88	\$13,332.48
 JI-Project Engineer Crew (8.00 HR/DY, 21.00 DY)	168.00	HR	\$79.36	\$13,332.48
 Truck - Management	168.00	HR	\$16.67	\$2,800.56
 Project Engineer	168.00	HR	\$62.69	\$10,531.92
 JI-Field Communication	1.00	LS	\$400.00	\$400.00
 JI-Small Tools & Supplies (3136 MH X \$1.5 MH For Safety Supplies And \$1.5MH For Small Tools And Supplies)	1.00	LS	\$9,410.00	\$9,410.00

Phase: BYPASS PUMPING


























 3 - Suction Manhole R&R Cone (Ocotillo)	2.00	EACH	\$13,754.04	\$27,508.08
 RH-Excavation & Backfill Suction Manholes	2.00	EACH	\$9,928.76	\$19,857.52
 RH-Excavation & Backfill Suction Pit Crew (0.50 EACH/DY, 4.00 DY)	2.00	EACH	\$6,282.40	\$12,564.80
 Truck - Crew	32.00	HR	\$26.45	\$846.40
 Dump Truck - 10 Wheel	32.00	HR	\$62.67	\$2,005.44
 Water Truck - 2000 Gal	32.00	HR	\$33.73	\$1,079.36
 Excavator - 20k LB	32.00	HR	\$63.10	\$2,019.20
 Foreman	32.00	HR	\$51.86	\$1,659.52
 Leadman	32.00	HR	\$30.91	\$989.12
 Operator: Large Equipment	32.00	HR	\$38.27	\$1,224.64
 Laborer	32.00	HR	\$26.20	\$838.40
 Truck Driver	32.00	HR	\$29.73	\$951.36
 Water Truck Driver	32.00	HR	\$29.73	\$951.36
 Ready Mix - Slurry ABC Slurry 1/2 Sack	6.00	YARD	\$115.00	\$690.00
 Aggregate - ABC MAG Spec	2.00	TON	\$14.50	\$29.00
 Shoring [2]	8.00	DY	\$95.00	\$1,520.00
 Plates [4]	8.00	DY	\$6.00	\$192.00
 CP-Sawcutting	100.00	LF	\$5.84	\$584.08
 CP-Sawcutting Crew (200.00 LF/DY, 0.50 DY)	100.00	LF	\$5.84	\$584.08
 Truck - Crew	4.00	HR	\$30.95	\$123.80
 Walk Behind Saw - 57 HP	4.00	HR	\$40.47	\$161.88
 Operator: Small Equipment [2]	4.00	HR	\$37.30	\$298.40
 CP-Asphalt Patchback	16.00	SY	\$257.98	\$4,127.64
 CP-Asphalt Replace Crew (16.00 SY/DY, 1.00 DY)	16.00	SY	\$220.79	\$3,532.64
 Truck - Crew	8.00	HR	\$30.95	\$247.60
 Asphalt Roller - 35in-50in	8.00	HR	\$33.11	\$264.88
 Backhoe - Light	8.00	HR	\$43.71	\$349.68
 Skid Steer	8.00	HR	\$33.03	\$264.24
 Dump Truck - 6 Wheel (Bobtail)	8.00	HR	\$41.21	\$329.68
 Foreman	8.00	HR	\$53.44	\$427.52
 Operator: Small Equipment [2]	8.00	HR	\$37.30	\$596.80
 Pipelayer	8.00	HR	\$35.14	\$281.12
 Laborer [3]	8.00	HR	\$32.13	\$771.12
 Asphalt - Asphalt	7.00	TON	\$85.00	\$595.00
 Dump Fee	1.00	LOAD	\$150.00	\$150.00
 RH-Remove & Replace Manhole Cone	2.00	EACH	\$3,825.28	\$7,650.56
 RH-Cone Removal & Replace	2.00	EACH	\$1,173.32	\$2,346.64
 RH-Cone Removal Crew (2.00 EACH/DY, 1.00 DY)	2.00	EACH	\$1,123.32	\$2,246.64

Description		Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 3 - Suction Manhole R&R Cone (Ocotillo) continued)					
 Truck - Crew		8.00	HR	\$30.95	\$247.60
 Excavator - 20k LB		8.00	HR	\$63.10	\$504.80
 Air Compressor - 185CFM		8.00	HR	\$22.20	\$177.60
 Jack Hammer - 90 Lb.		8.00	HR	\$7.00	\$56.00
 Foreman		8.00	HR	\$53.44	\$427.52
 Operator: Large Equipment		8.00	HR	\$39.88	\$319.04
 Laborer [2]		8.00	HR	\$32.13	\$514.08
 Manhole - Concrete Collar		2.00	EACH	\$50.00	\$100.00
 RH-Manhole Frame & Cover Adjustment		2.00	EACH	\$1,151.96	\$2,303.92
 RH-Frame & Cover Adjustment Crew (2.00 EACH/DY, 1.00 DY)		2.00	EACH	\$851.96	\$1,703.92
 Truck - Crew		8.00	HR	\$30.95	\$247.60
 Air Compressor - 185CFM		8.00	HR	\$22.20	\$177.60
 Jack Hammer - 90 Lb.		8.00	HR	\$7.00	\$56.00
 Foreman		8.00	HR	\$53.44	\$427.52
 Pipelayer		8.00	HR	\$35.14	\$281.12
 Laborer [2]		8.00	HR	\$32.13	\$514.08
 Ready Mix Concrete - MAG AA 4000		4.00	YARD	\$150.00	\$600.00
 Subcontracted-Manhole Coating Repair (Joseph Painting Company Inc)		2.00	EACH	\$1,500.00	\$3,000.00
D 4 - Discharge Manhole R&R Cone (Dobson)					
 RH-Excavation & Backfill Suction Manholes		1.00	EACH	\$13,880.85	\$13,880.85
 RH-Excavation & Backfill Suction Pit Crew (0.50 EACH/DY, 2.00 DY)		1.00	EACH	\$6,282.40	\$6,282.40
 Truck - Crew		16.00	HR	\$26.45	\$423.20
 Dump Truck - 10 Wheel		16.00	HR	\$62.67	\$1,002.72
 Water Truck - 2000 Gal		16.00	HR	\$33.73	\$539.68
 Excavator - 20k LB		16.00	HR	\$63.10	\$1,009.60
 Foreman		16.00	HR	\$51.86	\$829.76
 Leadman		16.00	HR	\$30.91	\$494.56
 Operator: Large Equipment		16.00	HR	\$38.27	\$612.32
 Laborer		16.00	HR	\$26.20	\$419.20
 Truck Driver		16.00	HR	\$29.73	\$475.68
 Water Truck Driver		16.00	HR	\$29.73	\$475.68
 Ready Mix - Slurry ABC Slurry 1/2 Sack		3.00	YARD	\$115.00	\$345.00
 Aggregate - ABC MAG Spec		1.00	TON	\$14.50	\$14.50
 Shoring		42.00	DY	\$95.00	\$3,990.00
 Plates [2]		42.00	DY	\$6.00	\$504.00
 CP-Sawcutting		40.00	LF	\$5.84	\$233.63
 CP-Sawcutting Crew (200.00 LF/DY, 0.20 DY)		40.00	LF	\$5.84	\$233.63
 Truck - Crew		1.60	HR	\$30.95	\$49.52
 Walk Behind Saw - 57 HP		1.60	HR	\$40.47	\$64.75
 Operator: Small Equipment [2]		1.60	HR	\$37.30	\$119.36
 CP-Asphalt Patchback		8.00	SY	\$295.17	\$2,361.32
 CP-Asphalt Replace Crew (16.00 SY/DY, 0.50 DY)		8.00	SY	\$220.79	\$1,766.32
 Truck - Crew		4.00	HR	\$30.95	\$123.80
 Asphalt Roller - 35in-50in		4.00	HR	\$33.11	\$132.44





Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 4 - Discharge Manhole R&R Cone (Dobson) continued)				
 Backhoe - Light	4.00	HR	\$43.71	\$174.84
 Skid Steer	4.00	HR	\$33.03	\$132.12
 Dump Truck - 6 Wheel (Bobtail)	4.00	HR	\$41.21	\$164.84
 Foreman	4.00	HR	\$53.44	\$213.76
 Operator: Small Equipment [2]	4.00	HR	\$37.30	\$298.40
 Pipelayer	4.00	HR	\$35.14	\$140.56
 Laborer [3]	4.00	HR	\$32.13	\$385.56
 Asphalt - Asphalt	7.00	TON	\$85.00	\$595.00
 Dump Fee	1.00	LOAD	\$150.00	\$150.00
D RH-Remove & Replace Manhole Cone	1.00	EACH	\$3,775.28	\$3,775.28
D RH-Cone Removal & Replace	1.00	EACH	\$1,173.32	\$1,173.32
 RH-Cone Removal Crew (2.00 EACH/DY, 0.50 DY)	1.00	EACH	\$1,123.32	\$1,123.32
 Truck - Crew	4.00	HR	\$30.95	\$123.80
 Excavator - 20k LB	4.00	HR	\$63.10	\$252.40
 Air Compressor - 185CFM	4.00	HR	\$22.20	\$88.80
 Jack Hammer - 90 Lb.	4.00	HR	\$7.00	\$28.00
 Foreman	4.00	HR	\$53.44	\$213.76
 Operator: Large Equipment	4.00	HR	\$39.88	\$159.52
 Laborer [2]	4.00	HR	\$32.13	\$257.04
 Manhole - Concrete Collar	1.00	EACH	\$50.00	\$50.00
D RH-Manhole Frame & Cover Adjustment	1.00	EACH	\$1,101.96	\$1,101.96
 RH-Frame & Cover Adjustment Crew (2.00 EACH/DY, 0.50 DY)	1.00	EACH	\$851.96	\$851.96
 Truck - Crew	4.00	HR	\$30.95	\$123.80
 Air Compressor - 185CFM	4.00	HR	\$22.20	\$88.80
 Jack Hammer - 90 Lb.	4.00	HR	\$7.00	\$28.00
 Foreman	4.00	HR	\$53.44	\$213.76
 Pipelayer	4.00	HR	\$35.14	\$140.56
 Laborer [2]	4.00	HR	\$32.13	\$257.04
 Ready Mix Concrete - MAG AA 4000	2.00	YARD	\$125.00	\$250.00
S Subcontracted-Manhole Coating Repair (Joseph Painting Company Inc)	1.00	EACH	\$1,500.00	\$1,500.00
D 5 - Bypass Ocotillo	1.00	LS	\$152,561.94	\$152,561.94
S Subcontracted-Bypass Pumping (B&F Pumping Solutions)	1.00	LS	\$152,561.94	\$152,561.94
D 6 - Bypass Jacaranda	1.00	LS	\$231,289.04	\$231,289.04
S Subcontracted-Bypass Pumping (B&F Pumping Solutions)	1.00	LS	\$231,289.04	\$231,289.04
D 18 - Traffic Control	1.00	LS	\$32,889.10	\$32,889.10
D Traffic Control - Jacaranda	1.00	LS	\$24,863.30	\$24,863.30
 GC-Traffic Control Support Crew (0.03 LS/DY, 35.00 DY)	1.00	LS	\$11,325.30	\$11,325.30
 Truck - Crew	70.00	HR	\$28.95	\$2,026.50
 Foreman	70.00	HR	\$48.44	\$3,390.80
 Pipelayer	70.00	HR	\$30.14	\$2,109.80
 Laborer [2]	70.00	HR	\$27.13	\$3,798.20
 Barricades	40.00	DY	\$207.00	\$8,280.00
S Barricade Setup	1.00	LS	\$5,118.00	\$5,118.00
S Traffic Control Plan	4.00	EACH	\$35.00	\$140.00














































Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 18 - Traffic Control continued)				
 Traffic Control - Ocotillo	1.00	LS	\$8,025.80	\$8,025.80
 GC-Traffic Control Support Crew (0.10 LS/DY, 10.00 DY)	1.00	LS	\$3,235.80	\$3,235.80
 Truck - Crew	20.00	HR	\$28.95	\$579.00
 Foreman	20.00	HR	\$48.44	\$968.80
 Pipelayer	20.00	HR	\$30.14	\$602.80
 Laborer [2]	20.00	HR	\$27.13	\$1,085.20
 Barricades	10.00	DY	\$180.00	\$1,800.00
 Barricade Setup (Aguilar Traffic)	1.00	LS	\$2,890.00	\$2,890.00
 Traffic Control Plan (Aguilar Traffic)	2.00	EACH	\$50.00	\$100.00

Phase: CIPP LINING

D 7 - Repair Manhole PVC "Flaps" For CIPP Lining	13.00	EACH	\$806.40	\$10,483.20
 GC-Confined Space Pipe Cleaning	13.00	EACH	\$806.40	\$10,483.20
 RH-Confined Space Cleaning Crew (2.17 EACH/DY, 6.00 DY)	13.00	EACH	\$806.40	\$10,483.20
 Truck - Crew	48.00	HR	\$30.95	\$1,485.60
 Blower 24in - Trailer Mounted	48.00	HR	\$37.00	\$1,776.00
 Confined Space Equipment	6.00	DY	\$102.00	\$612.00
 Small Tools - Saws, Cutters, Grinders [2]	48.00	HR	\$10.00	\$960.00
 Foreman	48.00	HR	\$53.44	\$2,565.12
 Laborer [2]	48.00	HR	\$32.13	\$3,084.48
D 8 - Open Benches For CIPP Lining	7.00	EACH	\$2,660.63	\$18,624.41
 Bench Cut Out	7.00	EACH	\$2,660.63	\$18,624.41
 RH-Confined Space Cleaning Crew (1.00 EACH/DY, 7.00 DY)	7.00	EACH	\$2,660.63	\$18,624.41
 Truck - Crew	56.00	HR	\$30.95	\$1,733.20
 Blower 24in - Trailer Mounted	56.00	HR	\$37.00	\$2,072.00
 Confined Space Equipment	7.00	DY	\$102.00	\$714.00
 Small Tools - Saws, Cutters, Grinders [2]	56.00	HR	\$10.00	\$1,120.00
 Air Compressor - 185CFM	56.00	HR	\$19.92	\$1,115.52
 Jack Hammer - 90 Lb.	56.00	HR	\$10.00	\$560.00
 Foreman	70.00	HR	\$57.28	\$4,009.88
 Laborer [2]	70.00	HR	\$33.84	\$4,738.02
 Pipelayer	70.00	HR	\$36.60	\$2,561.79
D 10 - 27" CIPP Lining	4,353.00	LF	\$159.38	\$693,772.24
 CIPP Lining Support	28.00	DY	\$836.08	\$23,410.24
 RH-CIPP Lining Support Crew (1.00 DY/DY, 28.00 DY)	28.00	DY	\$836.08	\$23,410.24
 Truck - Crew	224.00	HR	\$26.45	\$5,924.80
 Foreman	224.00	HR	\$51.86	\$11,616.64
 Laborer	224.00	HR	\$26.20	\$5,868.80
 Subcontracted- CIPP Lining (Insituform Technologies, Inc.)	4,353.00	LF	\$154.00	\$670,362.00

Phase: POINT REPAIR

D 9 - Point Repair	1.00	EACH	\$43,324.20	\$43,324.20
 RH-Excavation & Backfill	1.00	EACH	\$38,038.76	\$38,038.76
 RH-Excavation & Backfill Suction Pit Crew (0.33 EACH/DY, 3.00 DY)	1.00	EACH	\$19,691.76	\$19,691.76
 Truck - Crew	24.00	HR	\$26.45	\$634.80
 Excavator - 100k LB	24.00	HR	\$224.68	\$5,392.32

Description		Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 9 - Point Repair continued)					
 Backhoe - Heavy		24.00	HR	\$76.73	\$1,841.52
 Telescoping Forklift - 10k LB		24.00	HR	\$63.86	\$1,532.64
 Dump Truck - 10 Wheel [2]		24.00	HR	\$62.67	\$3,008.16
 Water Truck - 2000 Gal		24.00	HR	\$33.73	\$809.52
 Foreman		24.00	HR	\$51.86	\$1,244.64
 Leadman		24.00	HR	\$30.91	\$741.84
 Operator: Large Equipment		24.00	HR	\$38.27	\$918.48
 Laborer		24.00	HR	\$26.20	\$628.80
 Truck Driver [2]		24.00	HR	\$29.73	\$1,427.04
 Water Truck Driver		24.00	HR	\$29.73	\$713.52
 Operator: Small Equipment		24.00	HR	\$33.27	\$798.48
 Ready Mix - Slurry ABC Slurry 1/2 Sack		21.00	YARD	\$115.00	\$2,415.00
 Aggregate - ABC MAG Spec		132.00	TON	\$14.50	\$1,914.00
 Shoring [4]		5.00	DY	\$125.00	\$2,500.00
 CP-Sawcutting		80.00	LF	\$5.84	\$467.26
 CP-Sawcutting Crew (200.00 LF/DY, 0.40 DY)		80.00	LF	\$5.84	\$467.26
 Truck - Crew		3.20	HR	\$30.95	\$99.04
 Walk Behind Saw - 57 HP		3.20	HR	\$40.47	\$129.50
 Operator: Small Equipment [2]		3.20	HR	\$37.30	\$238.72
 CP-Asphalt Patchback		34.00	SY	\$280.90	\$9,550.73
 CP-Asphalt Replace Crew (16.75 SY/DY, 2.03 DY)		34.00	SY	\$210.90	\$7,170.73
 Truck - Crew		16.24	HR	\$30.95	\$502.59
 Asphalt Roller - 35in-50in		16.24	HR	\$33.11	\$537.67
 Backhoe - Light		16.24	HR	\$43.71	\$709.80
 Skid Steer		16.24	HR	\$33.03	\$536.37
 Dump Truck - 6 Wheel (Bobtail)		16.24	HR	\$41.21	\$669.20
 Foreman		16.24	HR	\$53.44	\$867.80
 Operator: Small Equipment [2]		16.24	HR	\$37.30	\$1,211.41
 Pipelayer		16.24	HR	\$35.14	\$570.63
 Laborer [3]		16.24	HR	\$32.13	\$1,565.26
 Asphalt - Asphalt		28.00	TON	\$85.00	\$2,380.00
 Dump Fee		10.00	LOAD	\$150.00	\$1,500.00
 RH-Remove & Replace Pipe Section		1.00	EACH	\$5,285.44	\$5,285.44
 RH-Pipe Removal & Replace		1.00	EACH	\$5,285.44	\$5,285.44
 RH-Removal Crew (1.00 EACH/DY, 1.00 DY)		1.00	EACH	\$3,805.44	\$3,805.44
 Truck - Crew		8.00	HR	\$30.95	\$247.60
 Excavator - 100k LB		8.00	HR	\$224.68	\$1,797.44
 Air Compressor - 185CFM		8.00	HR	\$22.20	\$177.60
 Jack Hammer - 90 Lb.		8.00	HR	\$7.00	\$56.00
 Foreman		8.00	HR	\$53.44	\$427.52
 Operator: Large Equipment		8.00	HR	\$39.88	\$319.04
 Laborer [2]		8.00	HR	\$32.13	\$514.08
 Pipelayer		8.00	HR	\$33.27	\$266.16
 Ready Mix Collar - MAG A 3000		8.00	YARD	\$125.00	\$1,000.00
 Pipe - RGRCP Pipe Class V 27in		8.00	LF	\$60.00	\$480.00

Phase: MANHOLE REPAIRS














































Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
D 12 - Manhole Bench Coating	13.00	EACH	\$6,426.48	\$83,544.24
D RH-Manhole Bench Coating	13.00	EACH	\$6,426.48	\$83,544.24
RH-Manhole Bench Coating Support Crew (1.00 EACH/DY, 13.00 DY)	13.00	EACH	\$626.48	\$8,144.24
Truck - Crew	104.00	HR	\$26.45	\$2,750.80
Foreman	104.00	HR	\$51.86	\$5,393.44
S Subcontracted-Manhole Bench Coating (Joseph Painting Company Inc)	13.00	EACH	\$5,800.00	\$75,400.00


































Phase: PIPE CLEANING AND VIDEO

D 2 - Pre-Clean & Video	4,353.00	LF	\$7.20	\$31,339.80
D Pre-Video CCTV	4,353.00	LF	\$4.37	\$19,008.00
GC-CCTV Crew (725.50 LF/DY, 6.00 DY)	4,353.00	LF	\$1.55	\$6,727.68
CCTV Truck	48.00	HR	\$85.00	\$4,080.00
CCTV Technician	60.00	HR	\$44.13	\$2,647.68
GC-Hydro Vactor Combo Truck Crew (725.50 LF/DY, 6.00 DY)	4,353.00	LF	\$2.82	\$12,280.32
Combo Truck	48.00	HR	\$187.00	\$8,976.00
Combo Truck Operator	72.00	HR	\$45.89	\$3,304.32
D GC-Confined Space Pipe Cleaning	4,353.00	LF	\$2.83	\$12,331.80
RH-Confined Space Support Crew (725.50 LF/DY, 6.00 DY)	4,353.00	LF	\$2.83	\$12,331.80
Truck - Crew	48.00	HR	\$30.95	\$1,485.60
Blower 24in - Trailer Mounted	48.00	HR	\$37.00	\$1,776.00
Confined Space Equipment	6.00	DY	\$102.00	\$612.00
Small Tools - Saws, Cutters, Grinders [2]	48.00	HR	\$10.00	\$960.00
Foreman	60.00	HR	\$57.28	\$3,437.04
Laborer [2]	60.00	HR	\$33.84	\$4,061.16
D 11 - Post Clean And Video (Pano)	4,353.00	LF	\$6.71	\$29,224.00
D Panorama CCTV	4,353.00	LF	\$6.12	\$26,624.00
Pano CCTV Crew (544.13 LF/DY, 8.00 DY)	4,353.00	LF	\$2.35	\$10,250.24
Pano Truck	64.00	HR	\$105.00	\$6,720.00
CCTV Technician	80.00	HR	\$44.13	\$3,530.24
GC-Hydro Vactor Combo Truck Crew (544.13 LF/DY, 8.00 DY)	4,353.00	LF	\$3.76	\$16,373.76
Combo Truck	64.00	HR	\$187.00	\$11,968.00
Combo Truck Operator	96.00	HR	\$45.89	\$4,405.76
S Post Pano On MH	13.00	EACH	\$200.00	\$2,600.00

Phase: REMOVE AND REPLACE

D 13 - Remove And Replace AC Pavement	505.00	SF	\$89.51	\$45,200.84
D RH-Bypass Pipe Trench	253.00	LF	\$154.30	\$39,037.84
D CP-Sawcutting	550.00	LF	\$2.92	\$1,606.22
CP-Sawcutting Crew (400.00 LF/DY, 1.38 DY)	550.00	LF	\$2.92	\$1,606.22
Truck - Crew	11.00	HR	\$30.95	\$340.45
Walk Behind Saw - 57 HP	11.00	HR	\$40.47	\$445.17
Operator: Small Equipment [2]	11.00	HR	\$37.30	\$820.60
D RH-Bypass Pipe Trench	253.00	LF	\$76.93	\$19,464.50
RH-Bypass Pipe Trench Crew (80.00 LF/DY, 3.16 DY)	253.00	LF	\$69.83	\$17,667.50
Truck - Crew [2]	25.30	HR	\$30.95	\$1,566.07
Backhoe - Light [2]	25.30	HR	\$43.71	\$2,211.73
Air Compressor - 185CFM	25.30	HR	\$22.20	\$561.66

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 13 - Remove And Replace AC Pavement continued)				
 Jack Hammer - 90 Lb.	25.30	HR	\$7.00	\$177.10
 Dump Truck - 10 Wheel [2]	25.30	HR	\$67.55	\$3,418.03
 Water Truck - 2000 Gal	25.30	HR	\$40.19	\$1,016.81
 Small Tools	25.30	HR	\$10.00	\$253.00
 Foreman	25.30	HR	\$53.44	\$1,352.03
 Operator: Large Equipment [2]	25.30	HR	\$39.88	\$2,017.93
 Laborer [3]	25.30	HR	\$32.13	\$2,438.67
 Truck Driver [2]	25.30	HR	\$36.11	\$1,827.17
 Water Truck Driver	25.30	HR	\$32.70	\$827.31
 Skid Steer with Cold Planer	20.00	HR	\$59.85	\$1,197.00
 Subcontracted-Trucking & Hauloff	4.00	TRIP	\$150.00	\$600.00
 RH-Slurry Prep Crew	253.00	LF	\$9.70	\$2,454.91
 RH-Slurry Prep Crew (200.00 LF/DY, 1.27 DY)	253.00	LF	\$9.70	\$2,454.91
 Truck - Crew	10.12	HR	\$30.95	\$313.21
 Backhoe - Light	10.12	HR	\$43.71	\$442.35
 Flatbed Trailer	10.12	HR	\$7.33	\$74.18
 Foreman	10.12	HR	\$53.44	\$540.81
 Operator: Large Equipment	10.12	HR	\$39.88	\$403.59
 Pipelayer	10.12	HR	\$35.14	\$355.62
 Laborer	10.12	HR	\$32.13	\$325.16
 RH-Slurry Backfill	253.00	LF	\$31.27	\$7,912.22
 RH-Slurry Backfill Crew (200.00 LF/DY, 1.27 DY)	253.00	LF	\$9.14	\$2,312.22
 Truck - Crew	10.12	HR	\$30.95	\$313.21
 Foreman	10.12	HR	\$53.44	\$540.81
 Pipelayer	10.12	HR	\$35.14	\$355.62
 Laborer	10.12	HR	\$32.13	\$325.16
 Backhoe - Light	10.12	HR	\$43.71	\$442.35
 Asphalt Roller - 35in-50in	10.12	HR	\$33.11	\$335.07
 Ready Mix - Slurry ABC Slurry 1/2 Sack	40.00	YARD	\$105.00	\$4,200.00
 Asphalt - Cold Patch TN	10.00	TON	\$140.00	\$1,400.00
 Plates [20]	28.00	DY	\$10.00	\$5,600.00
 GC-Plate Delivery & Return	4.00	TRIP	\$500.00	\$2,000.00
 Subcontracted-Asphalt Paving (Calvary Paving)	67.00	SY	\$69.00	\$4,623.00
 Aggregate - ABC MAG Spec	70.00	TON	\$14.50	\$1,015.00
 Miscellaneous-Dump Fees	7.00	LOAD	\$75.00	\$525.00
D 14 - Remove And Replace Landscaping	1.00	LS	\$6,451.28	\$6,451.28
 GC-Landscaping (LS)	1.00	LS	\$6,451.28	\$6,451.28
 GC-Landscaping Crew (LS) (0.33 LS/DY, 3.00 DY)	1.00	LS	\$5,801.28	\$5,801.28
 Truck - Crew	24.00	HR	\$26.45	\$634.80
 Skip Loader - 1.3 CY	24.00	HR	\$40.48	\$971.52
 Water Truck - 2000 Gal	24.00	HR	\$33.73	\$809.52
 Foreman	24.00	HR	\$51.86	\$1,244.64
 Operator: Small Equipment	24.00	HR	\$33.27	\$798.48
 Laborer	24.00	HR	\$26.20	\$628.80
 Water Truck Driver	24.00	HR	\$29.73	\$713.52
 Sod - Midiron	100.00	SF	\$6.50	\$650.00

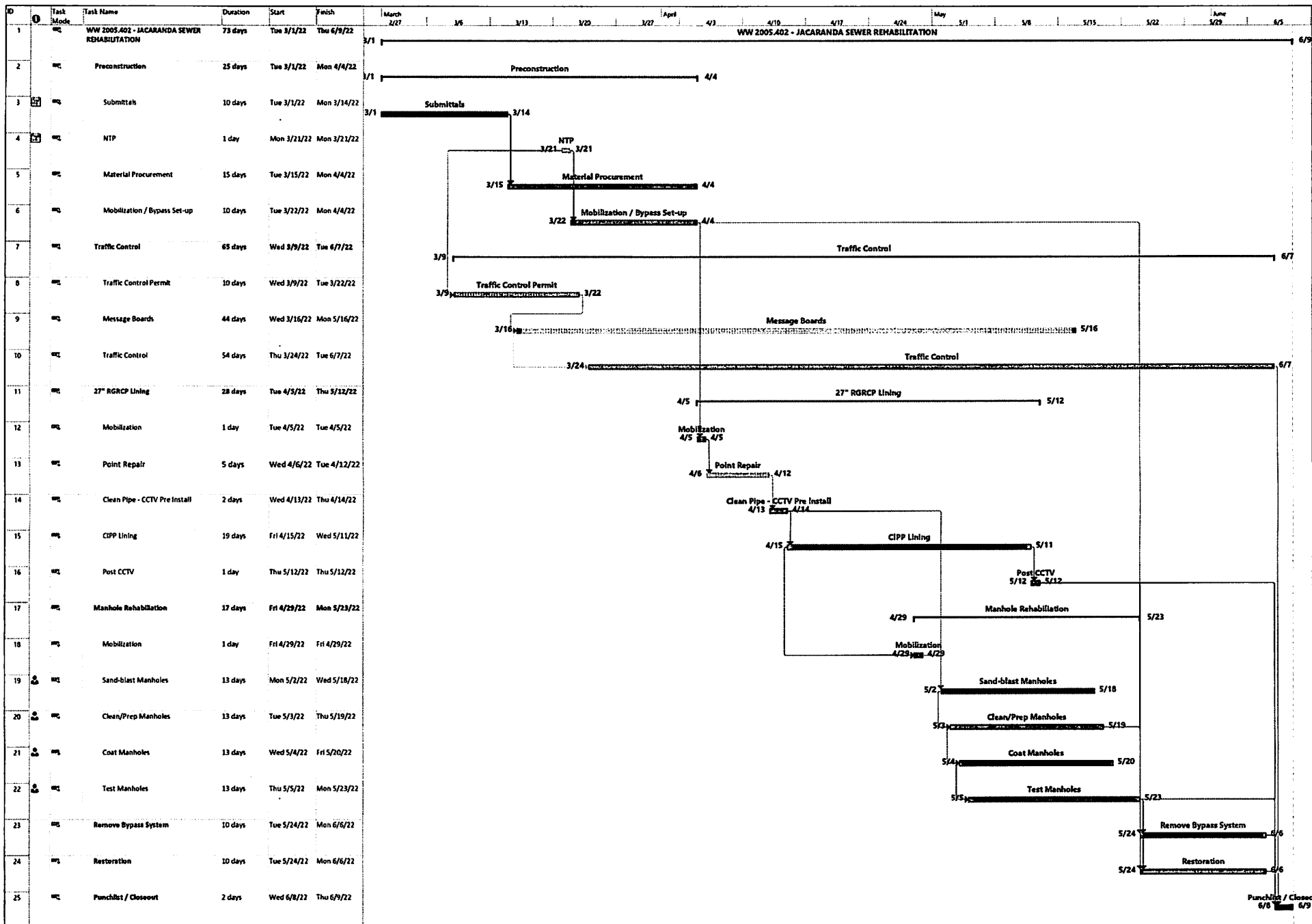
Description		Quantity	UM	Unit Direct Cost	Total Direct Cost
D	15 - Remove And Replace Sidewalk	48.00	SF	\$66.79	\$3,205.90
D	CP-Restore Concrete Sidewalk, Driveways & Valley Gutter	48.00	SF	\$66.50	\$3,191.98
	CP-Concrete Sidewalk Removal Crew (192.00 SF/DY, 0.25 DY)	48.00	SF	\$14.52	\$696.98
	Truck - Crew	2.00	HR	\$30.95	\$61.90
	Backhoe - Light	2.00	HR	\$43.71	\$87.42
	Air Compressor - 185CFM	2.00	HR	\$22.20	\$44.40
	Jack Hammer - 90 Lb.	2.00	HR	\$7.00	\$14.00
	Dump Truck - 6 Wheel (Bobtail)	2.00	HR	\$41.21	\$82.42
	Water Trailer - 500 Gal	2.00	HR	\$11.74	\$23.48
	Foreman	2.00	HR	\$53.44	\$106.88
	Operator: Small Equipment	2.00	HR	\$37.30	\$74.60
	Laborer	2.00	HR	\$32.13	\$64.26
	Water Truck Driver	2.00	HR	\$32.70	\$65.40
	Truck Driver	2.00	HR	\$36.11	\$72.22
	Subcontracted-Concrete Flatwork	48.00	SF	\$25.00	\$1,200.00
	Subcontractor - Mobilization	1.00	EACH	\$1,250.00	\$1,250.00
	Dump Fee	1.00	LOAD	\$45.00	\$45.00
	Aggregate - ABC MAG Spec	1.00	TON	\$13.92	\$13.92
D	16 - Remove And Replace Curb	20.00	LF	\$163.14	\$3,262.88
D	CP-Concrete Curb & Gutter	20.00	LF	\$162.45	\$3,248.96
	CP-Concrete Curb & Gutter Removal Crew (40.00 LF/DY, 0.50 DY)	20.00	LF	\$69.70	\$1,393.96
	Truck - Crew	4.00	HR	\$30.95	\$123.80
	Backhoe - Light	4.00	HR	\$43.71	\$174.84
	Air Compressor - 185CFM	4.00	HR	\$22.20	\$88.80
	Jack Hammer - 90 Lb.	4.00	HR	\$7.00	\$28.00
	Dump Truck - 6 Wheel (Bobtail)	4.00	HR	\$41.21	\$164.84
	Water Trailer - 500 Gal	4.00	HR	\$11.74	\$46.96
	Foreman	4.00	HR	\$53.44	\$213.76
	Operator: Small Equipment	4.00	HR	\$37.30	\$149.20
	Laborer	4.00	HR	\$32.13	\$128.52
	Water Truck Driver	4.00	HR	\$32.70	\$130.80
	Truck Driver	4.00	HR	\$36.11	\$144.44
	Subcontracted-Concrete Curb & Gutter	20.00	LF	\$28.00	\$560.00
	Subcontractor - Mobilization	1.00	EACH	\$1,250.00	\$1,250.00
	Dump Fee	1.00	LOAD	\$45.00	\$45.00
	Aggregate - ABC MAG Spec	1.00	TON	\$13.92	\$13.92
D	17 - Replace Striping	1.00	LS	\$2,500.00	\$2,500.00
	Subcontracted-Striping	1.00	LS	\$2,500.00	\$2,500.00

Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	\$169,644.46	11.09%
Equipment Owned:	\$125,229.11	8.18%
Equipment Rented:	\$25,386.00	1.66%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$18,750.34	1.23%
Subcontracted:	\$1,173,543.98	76.68%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$8,015.00	0.52%
Plug:	\$9,810.00	0.64%
Direct Cost:	\$1,530,378.88	

Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	\$1,530,378.88	100.00%
Total DC Adds/Cuts:	\$0.00	0.00%
Total Indirect Cost:	\$0.00	0.00%
Total Bond:	\$0.00	0.00%
Total Overall Cost:	\$1,530,378.88	100.00%
Total Overhead:	\$0.00	0.00%
Total Profit:	(\$1.65)	-0.00%
Total Margin:	(\$1.65)	-0.00%
Total Bid Price:	\$1,530,377.23	



Project: WW2005.402 Jacaranda Rehab
Date: Tue 1/11/22

Task Split Milestone Summary Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary External Task Start-only Finish-only External Task External Milestone Deadline Progress Manual Progress

Project Proposal



REVISED PROPOSAL DATE: 12/22/21

PROJECT NAME: JACARANDA PARKWAY SEWER REHAB

OWNER: CITY OF CHANDLER

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish a Proposal for all labor, materials, equipment, and services set forth below for the above referenced project. All pricing is considered confidential.

PROPOSAL PRICING

ITEM #	DESCRIPTION	QTY	UNIT	UNIT \$	AMOUNT
	Mobilization	1	LS	\$ 9,000	\$ 9,000
	27" CIPP	4,353	LF	\$ 154	\$ 670,362
	12" CIPP	688	LF	\$ 84	\$ 57,792
	8" CIPP	459	LF	\$ 48	\$ 22,032
	Additional mobilizations x 3	3	EA	\$4,500	\$13,500
					\$679,362
	Total				\$ 772,686
	<i>Lining Only (See full list of Inclusions & Exclusions below.)</i>				

← In small diameter scop

ASSUMPTIONS & QUALIFICATIONS

- Mutually agreed on schedule with contractor – TBD.
- Water curing will be utilized due to T-lok existing pipe.
- GC to open benches/pipe inverts wide enough for CIPP Liner Installation – MH #'s 756004535 & 756007321.
- Price assumes work will be completed in 1 Mobilization
- No manhole cones need to be removed.

Insituform Technologies, LLC have based proposal on a nominal wall thickness for the InsituTube as shown in the specifications or derived from general, industry accepted specifications and design criteria. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or various portions of the work. Final recommendations may be submitted following completion of preliminary video inspection of the existing pipeline to be rehabilitated. Stated prices are subject to change if unforeseen conditions are determined.

Insituform Technologies, LLC is not a union shop and considered a specialty contractor, and shall not be subject to any union requirements or project labor agreements.

Water shall be provided at no cost to Insituform Technologies for all construction phases of this project. Insituform Technologies will follow all required deposit, backflow prevention, and metering procedures.

Project Proposal

Access requirements for existing pipeline to be rehabilitated shall be provided by Owner – includes entry and exit access approved from Insituform Project Manager and/or Field Engineer.

PROPOSAL INCLUSIONS

Insituform Technologies, LLC proposal pricing includes only items listed below; other items, scope of work, and/or project requirements are not part of the Insituform Technologies, LLC proposal pricing.

1. One mobilization and demobilization for 3,930 LF of 27" standard CIPP liner as stated in drawings.
2. Installation of Cured-In-Place Pipe (CIPP) – Pipe Lining including inversion, curing, and finishing.
3. Lateral reinstatements.
4. Confined space safe entry practices.
5. Standard construction warranty as indicated in Warranty section of project specifications.
6. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

Insituform Technologies, LLC proposal pricing excludes all items and scope of work listed below. Any and all items below are to be furnished "by others". Insituform Technologies, LLC is not responsible for any costs associated with items listed below – Excluded in proposal pricing.

- a) Bypass Pumping.
- b) Cleaning and CCTV , pre and post.
- c) Traffic Control.
- d) Heavy Cleaning, Mechanical Cleaning.
- e) Lateral Sealing - TopHats by other.
- f) Manhole installation, rehabilitation, and/or replacement.
- g) Point repairs, if required, prior to lining.
- h) Hydrant meter.
- i) Warranty Inspection.
- j) Excavation of any kind.
- k) Water for Curing of CIPP installation.
- l) Sectional Liners.
- m) Removal of manhole cones for access to sewer pipe, none expected.
- n) Restorations, finished surface repairs (e.g. landscaping, sidewalk, road repairs), or any finished surface repairs required by the owner.
- o) Archaeological Monitoring.
- p) Owner or General Contractor to provide access to Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
- q) *If any hazardous or toxic materials are encountered during the project, Insituform will not be responsible for the removal and disposal of the materials.*
- r) Any special permits or licenses
- s) State and local sales and/or use taxes are excluded, including gross receipts. If you are exempt, please submit the appropriate documentation.
- t) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
- u) Performance and payment bond not included. This is available upon request, but if required please add 2.5% to the total project cost.
- v) Stamped Designs.

PROPOSAL TERMS & CONDITIONS

Project Proposal



- a) When CIPP is required to negotiate bends or defects in the host pipe, there is a tendency to experience wrinkling in the installed CIPP around the inside radius of the bend or in the area where the host pipe defect is located. This is normal and should be expected. It will not affect the structural integrity of the finished product. Insituform will not be liable for repairs or penalties due to wrinkles in the CIPP at the locations of bends or defects in the host pipe.
- b) Limits of Liability. In consideration of INSITUFORM TECHNOLOGIES agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, INSITUFORM TECHNOLOGIES liability to the Prime for any matter covered by such insurance will be limited to the extent of such insurance and the Prime will indemnify and hold INSITUFORM TECHNOLOGIES harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- c) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INSITUFORM AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY INSITUFORM WHICH ARE BROUGHT TO THE ATTENTION OF INSITUFORM WITHIN ONE YEAR FOLLOWING COMPLETION OF INSITUFORM'S WORK, PROVIDED OWNER AFFORDS INSITUFORM SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- d) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- e) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- f) Quantities are estimated. Unit prices apply for actual invoice and payment.
- g) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- h) Monthly progress partial payments shall be requested for the value of work in progress or completed, including materials secured and on site.
- i) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of INSITUFORM TECHNOLOGIES
- j) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC

Todd Venable

TODD VENABLE
BUSINESS DEVELOPMENT MANAGER
(480) 938-7145
evenable@aeqion.com

Arizona Office: 645 S. 24th Street
Tempe, AZ 85282
(480) 446-0620

CONTRACTOR LICENSE & REGISTRATION NUMBERS - Western.US:

AZ (277787) UT (6981198-5501) NM (374011) CA (758411) OR (133115) WA (INSITTL883CW) NV (0048110) HI (21894)

ACCEPTED BY:

Project Proposal



CONTRACTOR NAME

AUTHORIZED REPRESENTATIVE

SIGNATURE

CONTRACTOR



J. P. C. I. SERVICES

Joseph Painting Company, Inc.

4702 E. Virginia Street • Mesa, Arizona 85215-9101

(480) 986-1212 • Fax (480) 380-4461

License No. ROC197873 KE AZ • ROC199485 KE AZ • ROC242450 KE AZ • ROC218119 A AZ

ROC107144 CR34 AZ • CA Lic 280286 C-33 & A • NV Lic N0. 0058702-A15, No.0058579-C-4

PROPOSAL

TO: Bret Thompson, B & F Contracting
bthompson@bfcontracting.com

PHONE: 623-582-1170

FAX:

DATE December 13, 2021

CELL: 623-271-2961

RE: Jacaranda Parkway Manhole Rehab Quote
below;

- 1 - Waterblast & Sandblast manhole bench & invert to open voids and remove deteriorated concrete.
- 2 - Fill extensive voids in concrete using C-120 acid proof cement underlayment as needed .
- 3 - Apply Sewer Shield 150 to complete Bench & Invert of manholes at 1/8" thickness. May be done in two steps as necessary.
- 4 - Spark test Sewer Shield at 15,500 volts to check for pinholes, if found repair and retest.

ITEM # A Prepare and coat 11 existing manhole Bench & Invert.

Quarter Section	MH #	Size	Cost / MH #	Notes
Bench & Invert	0 Dia X	0.0	5,800.00 EA	Bypass to be completed by B&F Contracting

A Amount **\$63,800.00**

TOTAL PROPOSAL AMOUNT: **\$63,800.00**

TPT Tax paid on materials at point of purchase per MRRA Tax Regulations

The above proposal amount is based on a standard 40 hour per week work schedule. Extended hours, weekend and holiday work will be an add to the contract amount. All work orders need to give JPCI Services a minimum of two weeks notice before the start of the project.

The above proposal excludes the cost of payment, performance and/or warranty bonds, traffic control, bypass plugs or pumping, camera/video work of sewer lines, blockage or debris removal/disposal and permit fees. Prices above are based on standard payroll wages and standard JPCI Insurance coverage's. Please feel free to call should you have any questions. We are a City of Phoenix Certified Small Business Enterprise.

Sincerely,

Beckey Durfee For Joe Nuciforo Jr
Estimator

If you accept this proposal, please complete the information requested below and fax to (480)380-4461, along with a site map.

Accepted by: _____

Phone: _____

Job Superintendent: _____

Phone: _____

Estimated Start Date: _____

PO/Contract #: _____

Please notify Beckey Durfee at (480)986-1212 if there is a change in the start date.

This proposal is confidential and proprietary and is intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient be advised that you have received this proposal in error and that its use, dissemination, forwarding, printing, or copying of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify our office by telephone at 480-986-1212 or via email at bdurfee@jpciservices.com.

Proposal

Aguilar Traffic LLC.

Job Name: Jacaranda Sewer Rehab (Ocotillo) **Date:** 1/10/22
Job Location: Ocotillo Rd & Jacaranda Pkwy **Phone:** _____
Customer: B & F Contracting **Fax:** _____
Contact: Bret Thompson **Mobile:** 623-271-2961

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
10 DAY	2 SHIFTS & ASSOCIATED PIPE PROTECTION		\$180.00	\$1800.00
2EA	TCP (ONE TIME CHARGE)		\$50.00	\$100.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$80.00
2 DAY	DELIVERY AND SET UP 2 men 1 truck 10 HOURS	\$ 85.00 HR	\$ 1020.00 DAY	\$ 2,040.00
7 DAY	MESSAGE BOARDS		\$110.00 DAY	\$770.00

Quotation is valid for 60 days.

Quotation Prepared By: Ramon Lopez

Subtotal	\$4,790.00
9.2 TAX	\$
Total	\$4,790.00

Scope of Work: Deliver And various shift ,

3423 N 28th Ave ,Phoenix

Phone: 602.334.1490

Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

—Temporary Traffic Control—Traffic Control Plans—Road Plates—Asphalt/Concrete Cutting—
—Asphalt Milling—Asphalt Restoration—Concrete Restoration—

Proposal

Aguilar Traffic LLC.

Job Name:	Jacaranda Sewer Rehab	Date:	1/10/21
Job Location:	Ocotillo Rd & Jacaranda Pkwy	Phone:	
Customer:	B & F Construction	Fax:	
Contact:	Brett Thompson	Mobile:	623-271-2961

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Ramon Lopez			NBC	Net 30	

Quantity	Description	Labor Price	Unit Price	Total
40 Days	Shift on Jacaranda the Full Length of the project		\$207.00	\$8,280.00
6	TCP (ONE TIME CHARGE)		\$55.00	\$700.00
1	BAGS (ONE TIME CHARGE)		\$1.20	\$500.00
1	DELIVERY AND SET UP 4 men 2 truck			\$ 1,275.00
1	Pick UP 4 men 2 truck			\$ 1,275.00
8	Service Twice a week if needed		\$ 171.00	\$ 1,368.00
4	Chandler submital		\$ 35.00	\$ 140.00
			Subtotal	\$13,538.00
			9.2 TAX	\$
			Total	\$13,538.00

Quotation is valid for 60 days.

Quotation Prepared By: Ramon Lopez

Scope of Work: Deliver set Shift the full length of the project .24 hour closures

3423 N 28th Ave ,Phoenix

Phone: 602.334.1490

Fax: 602.595.0335

Excluded (Price per day): Sales Tax, Permits, Bonds, & Engineering Fees.

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

To accept this proposal, please sign and fax back to 602.595.0335

Sign: _____ Date: _____

---Temporary Traffic Control---Traffic Control Plans---Road Plates---Asphalt/Concrete Cutting---
---Asphalt Milling---Asphalt Restoration---Concrete Restoration---

EXHIBIT C

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__ for construction of **JACARANDA PARKWAY SEWER REHABILITATION, WW2005.402** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this _____ day of _____, 20__.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

SURETY SEAL

AGENT ADDRESS

EXHIBIT D

PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__ for construction of **JACARANDA PARKWAY SEWER REHABILITATION, WW2005.402** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 20__.

PRINCIPAL

SEAL

AGENT OF RECORD

By _____

SURETY

SEAL

AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **JACARANDA PARKWAY SEWER REHABILITATION**

Project No.: **WW2005.402**

To the City of Chandler, Arizona

Gentlemen:

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

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

Signed and dated at _____, this _____ day of _____ 20_____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

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

Notary Public

My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **JACARANDA PARKWAY SEWER REHABILITATION**
Project No.: **WW2005.402**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WW2005.402** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

(Signature)

(Title) DATE: _____

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

(Signature) DATE: _____

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature) DATE: _____

(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number



City Council Memorandum Public Works & Utilities Memo No. CP22-106

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
From: Melanie Sikes, Engineering Project Manager
Subject: Professional Services Agreement No. WW2005.452, with Dibble CM, LLC, for the Jacaranda Parkway Sewer Rehabilitation Construction Management Services

Proposed Motion:

Move City Council award Professional Services Agreement No. WW2005.452, to Dibble CM, LLC, for the Jacaranda Parkway Sewer Rehabilitation Construction Management Services, in an amount not to exceed \$148,208.

Background/Discussion:

The Public Works and Utilities Department administers an ongoing Wastewater Sewer Assessment Program to evaluate, prioritize, and repair deteriorated sewer pipes and manholes within the City's collection system. As part of this program, approximately 4,350 linear feet of 27-inch-diameter sanitary sewer pipe and 13 existing sewer manholes along SW Jacaranda Parkway, north of Ocotillo Road, require rehabilitation. The sewer infrastructure in this area is approximately 35 years old. The method of sewer pipeline rehabilitation will be Cured-In-Place-Pipe (CIPP), which is an industry standard method to rehabilitate pipeline in place with no excavation of the roadway necessary. The CIPP method does, however, require a full sewer flow bypass using pumps and temporary piping laid on the ground surface. The existing sewer manholes accessed for this work will also be repaired. Additionally, approximately 1,150 linear feet of 12-inch and 8-inch diameter sanitary sewer pipe in various areas in the residential subdivision will be rehabilitated or replaced.

The project scope of work consists of pre-construction assistance, construction management, construction inspection, specialty inspections, and materials testing. The contract completion time is 120 calendar days following Notice to Proceed.

A related Construction Contract with B & F Contracting, Inc., for the Jacaranda Parkway Sewer Rehabilitation, is also scheduled for this City Council meeting.

A related Construction Contract with B & F Contracting, Inc., for the Ocotillo Small Diameter Sewer Rehabilitation, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Construction Management Services. Staff recommends approval of this agreement with Dibble CM, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

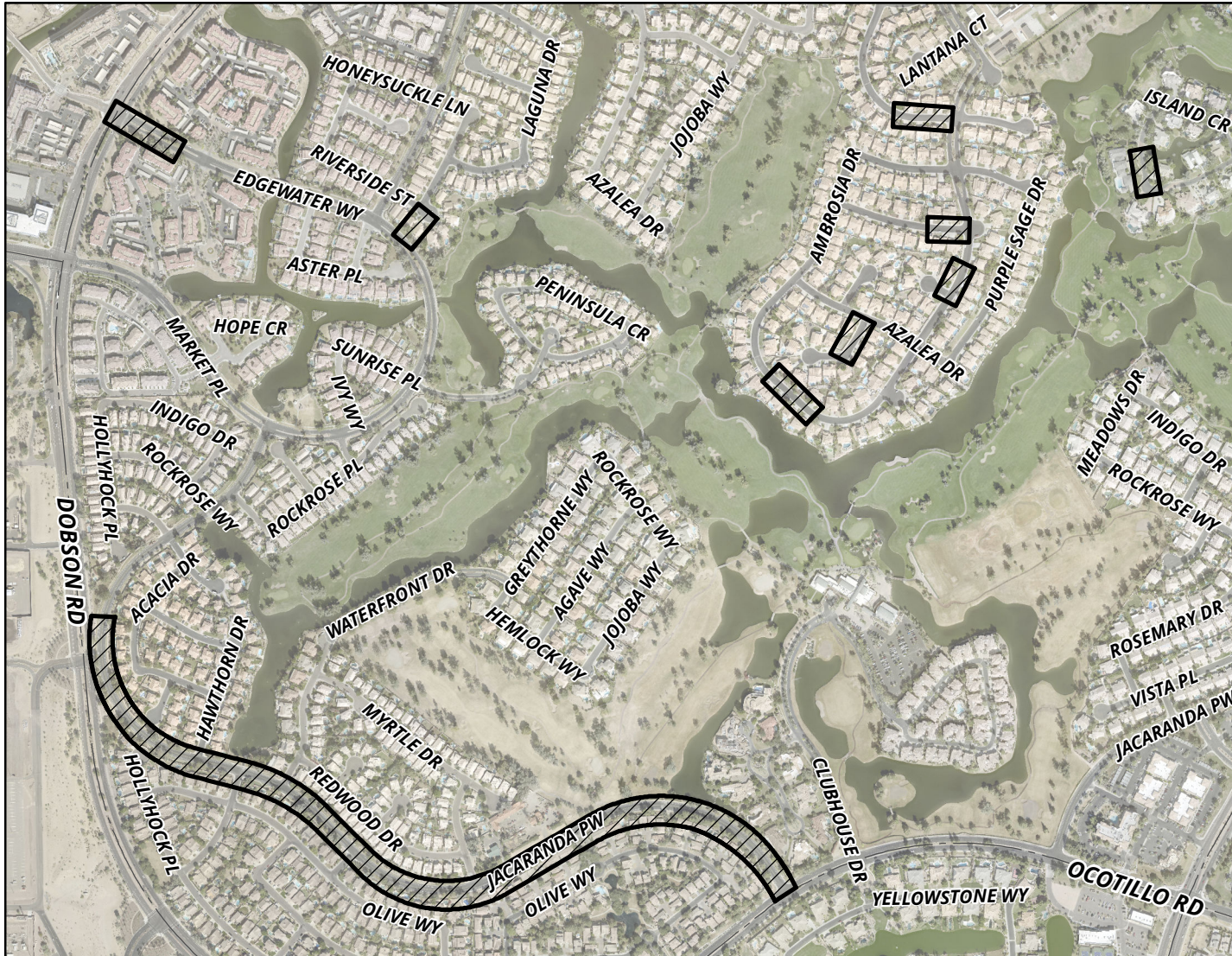
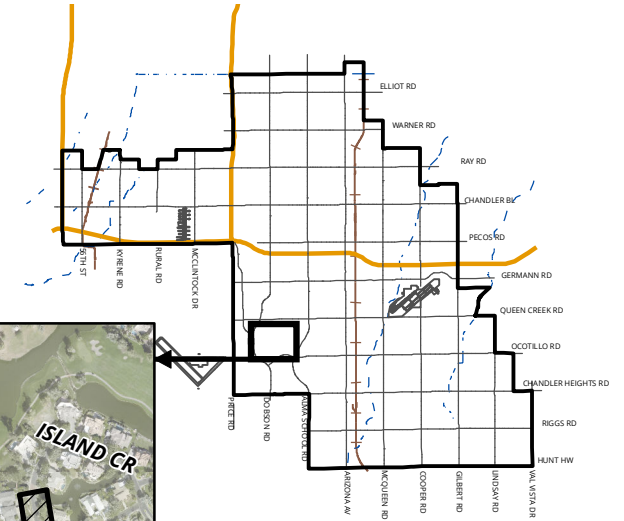
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3910.6817.6WW266	Wastewater Operating	Sewer Assessment and Rehabilitation	\$148,208	Y

Attachments

Location Map
Agreement - Dibble



JACARANDA PARKWAY SEWER REHABILITATION PROJECT NO. WW2005.452



MEMO NO. CP22-106

 PROJECT LOCATION





**PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
JACARANDA PARKWAY SEWER REHABILITATION**

Project No. WW2005.452

Council Date: February 24, 2022 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2022 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Dibble CM, LLC**, a Delaware limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Construction Management Services for **JACARANDA PARKWAY SEWER REHABILITATION** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **120** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$148,208** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	City of Chandler Public Works & Utilities Department Attn: Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008
To Consultant:	Dibble CM, LLC Mailing Address: 7878 N 16 th St Ste 300 Phoenix AZ 85020 Statutory Agent Name: KC Brandon Statutory Agent Mailing Address: 7878 N 16 th St Ste 300 Phoenix AZ 85020 CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE Name: KC Brandon Title: President Phone: 602-957-3936 Email: kcbrandon@dibblecm.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate

cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful,

negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant.

The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other

Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section,

of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "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, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking

injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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 thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A** - Scope of Services / Schedule
- Exhibit B** - Compensation and Fees
- Exhibit C** - Insurance Requirements
- Exhibit D** - Special Conditions
- Exhibit E** - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this

Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. - Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"

CITY OF CHANDLER

MAYOR

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Seal

"CONSULTANT"

Dibble CM, LLC

Signature

Date

Print Name

Title

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



**CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
WW2005.452
Jacaranda Parkway Sewer Rehabilitation**

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE –

A. Task 1.1 Preconstruction Assistance

- i. Consultant must attend the pre-construction meeting. **Included**
- ii. Consultant must attend the pre-construction public meeting. **Not Included**
- iii. Consultant must attend coordination meeting with the Public Outreach Consultant to review improvements and properties requiring specific outreach efforts. **Included**

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

- i. Consultant must conduct by-weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 16 weekly meetings will be held.

B. Task 2.2 CPM Schedule

- i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.
- ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes 5 reviews of updated CPM schedule.

C. Task 2.3 Requests for Information (RFI's)

- i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of 5 RFI responses.

D. Task 2.4 Shop Drawing Submittals

- i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of 25 reviews.

E. Task 2.5 Requests for Proposal (RFP)

- i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes 8 RFPs.

F. Task 2.6 Field Directives (FD's)

- i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes 8 FD's.

G. Task 2.7 Contractor Payment Applications

- i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes a maximum of 4 payment applications, with 2 reviews each.

H. Task 2.8 Public Outreach – Included

- i. Consultant must provide public outreach services, whether by Consultant or subconsultant. Tasks will include: create and maintain project website; maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log; public weekly email updates; public interactions with property owners as a liaison between property owners and the City; coordination meetings; project meetings; public meeting coordination; federal funds required partnering process (project team partnering meeting, maintaining status).

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

- i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes 1 inspector full time 40hrs. per week for 4 months.

B. Task 3.2 Landscape / Irrigation Inspection Services – Not Included

- i. Consultant must provide Irrigation system layout and installation observations; attend and observe irrigation system pressure tests; and attend a nursery visit to tag and inspect plant material. Consultant assumes site visits.

C. Task 3.3 Project Closeout

- i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.
- ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

4. UTILITY COORDINATION – Not Included

A. Task 4.1 Utility Coordination

- i. Consultant must complete Acceptance of Construction (AOC) applications and submit to MCESD for reclaimed water booster pump and potable water/sewer improvements.

5. MATERIALS TESTING – Included

A. Task 5.1 Quality Control (QC) Test Program - Not Included

- i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City and MAG; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

B. Task 5.2 Quality Assurance (QA) Test Program - Included

- i. Consultant must prepare and maintain a materials Quality Assurance plan per City and MAG.
- ii. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

- i. Review and monitor Contractor's weekly updates on red-line drawing set.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

January 18, 2022

City of Chandler

Attn: Mr. Paul Ahlas – CPII
Construction Project Manager
Public Works and Utilities
Capital Projects Division

Re: Project No. WW2005.452
Jacaranda Parkway Sewer Rehabilitation.
Construction Management and Inspection Services Proposal

Dear Mr. Ahlas,

Dibble CM is pleased to submit our construction management and inspection services proposal for this project. This proposal is based on the overall project duration of **120 calendar days**. Following is a summary of services we will provide:

Construction Administration Activities

- Monitor job progress and document quantities of work completed.
- Review contractor's pay requests and make recommendations to the city.
- Monitor the Contractor's progress in relation to the approved project schedule. Notify the Contractor and City of any deviations from the approved schedule which may cause a delay to the scheduled completion date. Request schedule recovery plans and revised schedules when needed, to show progress in conformance with contract requirements. Review and provide comments to schedule updates submitted by the Contractor.
- Evaluate Contractor requests for extra cost work, or construction contract time extensions and make recommendations to the City regarding approval or rejection. Prepare Change Orders and "Contract Contingency Allowance" approval documents for processing and final contract change order based on approved requests.
- Conduct progress meetings to review the current schedule and work progress and to facilitate resolution of construction issues. Prepare minutes of the meetings and distribute to the attendees and project stakeholders.
- Maintain files and documentation of all information related to the project including correspondence, submittals, RFIs, inspection reports, test reports, pay applications, progress schedules, meeting minutes, change orders, and job photos.

Construction Inspection Activities

- Provide construction inspection and surveillance of the contractor's work.
- Measure and document pay quantities.
- Monitor Contractor's Quality Control field testing, review materials test reports, and notify the Contractor of deficiencies in the work as indicated in the tests and reports.
- Coordinate QA testing of the Contractor's work as required by the City.
- Observe and document unforeseen conditions, changed conditions, and extra work activities performed by the contractor.

DIBBLECM

Fee (T & M Not to Exceed):

Construction Manager	\$125/hr. x 10 hrs./wk. x 16 weeks	= \$20,000
Inspector Dibble CM	\$120/hr. x20 hrs./wk. x 16 weeks	= \$38,400
Subconsultants -	Dibble Engineering (Attached Exhibit A.1 – Scope)	= \$59,808
-	MakPro (Public Outreach)	= \$ 9,500
-	Ninyo & Moore (Attached Exhibit A.3 – Scope)	= \$ 7,500
Contingency (City Pre-Approval Required)		<u>\$13,000</u>
Total -		\$148,208

Dibble CM appreciates this opportunity. Please let me know if you have any questions or comments regarding this proposal.

Respectfully,

Marc Stern

Marc Stern
Construction Manager
Dibble CM

p 602.957.1155 | 7878 North 16th Street, Suite 300
f 602.957.2838 | Phoenix, AZ 85020

dibblecorp.com

January 17, 2022

Dibble CM

Marc Stern
7878 N 16th Street
Phoenix, AZ 85020

**RE: CA&I Services for City of Chandler - Jacaranda Parkway Sewer Rehabilitation
Project No. WW2005.452**

Dear Mr. Stern,

We appreciate the opportunity to work with you and the City of Chandler (City) on the Construction Administration & Inspection (CA&I) Phase Services for the Jacaranda Parkway Sewer Rehabilitation Project No. WW2005.452. The City has requested a proposal to provide CA&I services for the rehabilitation of eleven (11) sanitary sewer access manholes and sanitary sewer pipe as follows: 3,930 linear feet of 27-inch diameter, 459 linear feet of 12-inch diameter, and 1,415 linear feet of 8-inch diameter.

Scope of services will include on-site inspection of work. A detailed scope of services is attached.

The following table indicates Dibble CA&I Services Fee and Additional Service as Directed.

<u>TASK DESCRIPTION</u>	<u>METHOD</u>	<u>AMOUNT</u>
CA&I Services	Hourly not to Exceed	\$59,808.00
	Total Compensation Not to Exceed	\$59,808.00

Contract duration is anticipated to be 120 calendar days from written Notice To Proceed.

Should you have any questions or require additional information please contact me.

Sincerely,



Dibble
Joseph Graham, PE
Vice President



Exhibit A.1



**City of Chandler, Arizona
Project Number: WW2005.452**

Jacaranda Parkway Sewer Rehabilitation

**Dibble as Subconsultant for
Construction Administration & Inspection Services**



TASK SERIES SUMMARY

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

SECTION 100 – Project Administration During Construction

No Tasks

SECTION 200 – General Project Administration

No Tasks

SECTION 300 - Engineering Services During Construction

No Tasks

SECTION 400 - Resident Services During Construction

Task 410 - Field Administration

Task 420 - On-Site Specialty Inspection and Review of Work

Task 430 - Punch List Review

Subconsultant Design and CA&I Services Objectives

This Exhibit describes the scope of services and responsibilities of Dibble as subconsultant to Dibble CM relating to Construction Administration and Inspection (CA&I) for the Jacaranda Parkway Sewer Rehabilitation project consisting of sanitary sewer access manholes and pipe rehabilitation at Jacaranda Parkway, west of Dobson Road. It is anticipated the City of Chandler, Arizona (City) will utilize Job Order Contracting (JOC) methodology for construction.

The tasks identified in the Scope of Services below will be completed on an hourly basis, not to exceed an amount of **\$59,808.00** per Exhibit B – SUBCONSULTANT ENGINEERING FEE PROPOSAL. This scope assumes Construction Phase Services shall be completed within **120 days** from the date of the written Notice to Proceed.

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

SECTION 100 – Project Administration During Construction

No Tasks

SECTION 200 – General Project Administration

No Tasks

SECTION 300 - Engineering Services During Construction

No Tasks

SECTION 400 - Resident Services During Construction

A - General

Dibble's Specialty Inspector will be furnished, when requested, and will act as directed by Dibble, to assist Dibble in inspecting performance of the work of the Contractors. Dibble will endeavor to provide protection for The City against defects and deficiencies in the work of Contractors; but the furnishing of such Inspector will not make Dibble responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor failure to perform their work in accordance with the Contract Documents.

B – Specialty Inspector's Duties and Responsibilities

Inspector, as Dibble's agent, will act as directed by and under the supervision of Dibble, and will confer with Dibble. Dibble's Specialty Inspector's dealings in matters pertaining to the on-site work shall in general be only with Dibble and Dibble CM and dealings with subcontractors shall only be through or with the full knowledge of Dibble CM and the Contractor. Written communication to the City will be only through Dibble CM or as directed by Dibble when appropriate.

Task 410 - Field Administration

- 1) Meetings: Dibble's Manager and/or Dibble's Specialty Inspector will participate in preconstruction conferences and an anticipated eight (8) periodic construction progress meetings.
- 2) Liaison: Dibble's Specialty Inspector will serve as Dibble's liaison with Dibble CM and Contractor, working principally through Contractor's superintendent and assist the superintendent in understanding the meaning of the Construction Documents. Assist Dibble CM in serving as the City's liaison with Contractor when Contractor's operations affect The City's on-site operation. As directed by Dibble CM, assist in obtaining from the City additional details or information, when required at the job site for proper execution of the work.
- 3) Submittals and Samples: Dibble's Specialty Inspector will advise Dibble CM prior to the commencement of any work requiring a submittal or sample submission if the submission has not been approved by Dibble.
- 4) Interpretation of Construction Contract Documents: Dibble CM will receive and transmit clarifications and interpretations of the Construction Contract Documents to/from the Contractor and the City, if required.
- 5) Changes: Dibble CM will consider and evaluate and Contractor's suggestions for changes in drawings or specifications and report suggestions with recommendations to Dibble. Dibble will notify Dibble CM of changes or alterations believed to be in The City's best interest. Dibble will provide Dibble CM with support information of proposed changes. Dibble will prepare drawing, details, and specifications needed to describe and justify the change.

- 6) **Records:** Dibble's Specialty Inspector will have available at the job site files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Construction Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Dibble CM's clarifications and interpretations of the construction documents, progress reports, and other Project related documents.
- a) As requested, prepare daily reports recording Contractor's work performed on the job site, major construction equipment on-site, daily activities, decisions, subcontractors on-site, inspections in general and specific inspections in detail as to inspecting test procedures.
 - b) Maintain notes to be capable of cross referencing the Contractor's Record Drawing information for accuracy and completeness.
 - c) Receive, review and process daily inspection reports.
 - d) Maintain a digital photographic file of the progress of the construction activities, while onsite during the Project. This photographic file will consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs will be incorporated into Daily Reports and labeled as to the subject.

Task 420 - On-Site Specialty Inspection and Review of Work

Dibble's Specialty Inspector will maintain a presence at the Project site, as requested:

- 1) Conduct on-site inspections, as requested, of the work in progress to assist Dibble in determining if the work conforms to the Construction Contract Documents.
- 2) Report to Dibble whenever it is believed that any work is unsatisfactory, faulty, defective, does not conform to the Construction Contract Documents, does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise Dibble when it is believed work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection, or approval.
- 3) Verify that tests are conducted as required by the construction documents in presence of the required personnel and that Contractor maintains adequate records thereof; inspect, record and report to Dibble appropriate details relative to the test procedures.

Level of effort assumes Inspector's availability during the project duration, eight (8) hours per day, excluding weekends, and holidays (assuming single Contractor). Actual time inspector is on-site will be coordinated with Contractor's work activities or as directed by Dibble CM.

Task 430 – Punch List Review

Specialty Inspector will assist Dibble CM during the inspection for Substantial Completion as follows:

- 1) Before Dibble CM issues a Certificate of Substantial Completion, submit to Dibble CM a list of inspected items requiring completion or correction in accordance with the requirements of the construction documents.

- 2) After the Contractor has completed the work identified and upon request of the Dibble CM, Inspector will conduct final inspection. If necessary, Dibble's Manager will prepare a Final Punch List of the rehabilitation portion of the work items to be completed or corrected in accordance with the requirements of the Construction Contract Documents.
- 3) After the Contractor has completed the work of the final punch list and upon written notice from the Dibble CM, review and determine that items on the Final Punch List have been completed or corrected and make recommendations to Dibble concerning acceptance.

Exclusions:

The following tasks are not included in this Scope of Work. Fee for services can be negotiated at the request of Dibble CM.

1. Public Notification/Coordination and Outreach Communications: Dibble CM and/or The City shall provide all outreach efforts, notifications, communication, and coordination with the general public throughout the project. Dibble can provide these services as requested by the Dibble CM as agreed to in writing.
2. Additional Construction Management Services and Documentation: Dibble CM shall provide all Construction management services, documentation and coordination not specifically included by Dibble as noted in this Exhibit B. Dibble can provide additional services and documentation requested by the Dibble CM as agreed to in writing.

END OF DOCUMENT

DIBBLE**Exhibit B****DIBBLECM****SUBCONSULTANT ENGINEERING FEE PROPOSAL
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES****CITY OF CHANDLER, ARIZONA****Project No. WW2005.452****JACARANDA PARKWAY SEWER REHABILITATION****January 17, 2022**

Staff Classification	Labor Hours	Rate	Cost
<u>CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES (CA&I)</u>			
Principal Engineer - Joe Graham	0	\$232.00	\$0.00
Construction Project Manager - Steven Siroky	34	\$172.00	\$5,848.00
Project Engineer - Rick Fradenburg	0	\$165.00	\$0.00
Senior Designer - Shawn Fewell	0	\$142.00	\$0.00
Senior Construction Inspector - Clint Bienvenue	380	\$142.00	\$53,960.00
CA&I Labor Subtotal =	414		\$59,808.00
Total Proposal for Construction Administration and Inspection Services			\$59,808.00

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

CITY OF CHANDLER, ARIZONA

Project No. WW2005.452

JACARANDA PARKWAY SEWER REHABILITATION



Monday, January 17, 2022		\$232.00	\$172.00	\$165.00	\$142.00	\$142.00	2021 Labor Rates
TASK		Principal Engineer - Joe Graham	Construction Project Manager - Steven Siroky	Project Engineer - Rick Fradenburg	Senior Designer - Shawn Fewell	Senior Construction Inspector - Clint Bienvenue	TOTAL LABOR HOURS
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES							
Total from Labor Plan		34			380		414
SECTION 200 - GENERAL PROJECT ADMINISTRATION							
Task 110 - Invoices		0	0	0	0	0	0
Task 203 - Monitor Progress and Prepare Status Reports		0	0	0	0	0	0
Task 210 - Representation on Behalf of the City		0	0	0	0	0	0
Task 220 - Administer Construction Schedule		0	0	0	0	0	0
Task 230 - Review Contractor Submittals and Test Results		0	0	0	0	0	0
Task 240 - Issue Interpretations and Clarifications of Contractor		0	0	0	0	0	0
Task 250 - Certify Contractor Progress Payments		0	0	0	0	0	0
Task 260 - Substantial and Final Completion Inspection		0	0	0	0	0	0
Subtotal		0	0	0	0	0	0
SECTION 300 - ENGINEERING SERVICES DURING CONSTRUCTION							
Task 310 - Minor Changes, Change Order Requests, and RFI		0	0	0	0	0	0
Task 340 - Record Drawings and Project Documents		0	0	0	0	0	0
Task 350 - Permit Closeout			0			0	0
Subtotal		0	0	0	0	0	0
SECTION 400 - RESIDENT SERVICES DURING CONSTRUCTION							
Task 410 - Field Administration		0	30	0	0	0	30
Task 420 - On-Site Inspection and Review of Work		0	0	0	0	0	0
Task 450 - Punch List Review/ Project Completion		0	4	0	0	380	384
Subtotal		0	34	0	0	380	414
CA&I TOTAL		0	34	0	0	380	414

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE WW2005.452

Task	Description	Cost
1	PRE-CONSTRUCTION ASSISTANCE	
1.1	Pre-Construction Assistance	\$ 1,250.00
SUBTOTAL TASK 1:		\$ 1,250.00
2	CONSTRUCTION MANAGEMENT	
2.1	Weekly Construction Meetings	\$ 4,000.00
2.2	CPM Schedule	\$ 1,500.00
2.3	Requests for Information (RFI) (Logs only, Dibble Engineering reviewing)	\$ 1,500.00
2.4	Shop Drawing Submittals (Logs only Dibble Engineering reviewing)	\$ 2,500.00
2.5	Requests for Proposal (RFP)	\$ 2,500.00
2.6	Field Directive (FD)	\$ 2,500.00
2.7	Contractor Payment Applications	\$ 2,000.00
2.8	Public Outreach (Included under subconsultant)	\$ -
SUBTOTAL TASK 2:		\$ 16,500.00
3	CONSTRUCTION INSPECTION	
3.1	Inspection Services	\$ 38,400.00
3.2	Landscape/Irrigation Inspection Services (IF APPLICABLE)	\$ -
3.3	Project Closeout	\$ 1,250.00
SUBTOTAL TASK 3:		\$ 39,650.00
4	UTILITY COORDINATION	
4.1	Utility Coordination	\$ -
SUBTOTAL TASK 4:		\$ -
5	MATERIALS TESTING	
5.1	QC Test Program	\$ -
5.2	QA Test Program - Ninyo and Moore	\$ 7,500.00
SUBTOTAL TASK 5:		\$ 7,500.00
6	RECORD DRAWINGS	

6.1	Record Drawings	\$	1,000.00
	SUBTOTAL TASK 6:	\$	1,000.00
SUBCONSULTANTS			
	Dibble Engineering (Attached Exhibit A.1)	\$	59,808.00
	Makpro (Public Outreach)	\$	9,500.00
	Subconsultant Name	\$	-
	Subconsultant Name	\$	-
	SUBTOTAL SUBCONSULTANTS:	\$	69,308.00
ALLOWANCES			
	Direct Expense Allowance	\$	-
	Owner's Allowance	\$	13,000.00
	SUBTOTAL ALLOWANCES:	\$	13,000.00
PROJECT TOTAL:		\$	148,208.00

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City 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 possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
- 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
- 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant 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 must extend for 3 years past completion and acceptance of the work or services, and Consultant, 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.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, 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.

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

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

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant'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.

- 3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
- 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.



City Council Memorandum Public Works & Utilities Memo No. CP22-119

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
From: Melanie Sikes, Engineering Project Manager
Subject: Project Agreement No. WW2005.404, with B & F Contracting, Inc., Pursuant to Job Order Contract No. JOC1903.401, for the Ocotillo Small Diameter Sewer Rehabilitation

Proposed Motion:

Move City Council award Project Agreement No. WW2005.404 to B & F Contracting, Inc., Pursuant to Job Order Contract No. JOC1903.401, for the Ocotillo Small Diameter Sewer Rehabilitation, in an amount not to exceed \$258,305.24.

Background/Discussion:

The Public Works and Utilities Department administers an ongoing Wastewater Sewer Assessment Program to evaluate, prioritize, and repair deteriorated sewer pipes and manholes within the City's collection system. As part of this program, approximately 1,150 linear feet of existing 12-inch and 8-inch diameter sanitary sewer pipe in various areas in the residential subdivision of Ocotillo will be rehabilitated or replaced. The method of sewer pipeline rehabilitation is via cured-in-place-pipe (CIPP), which is an industry standard method to rehabilitate pipeline in place. The CIPP method requires temporary sewer collection. The work also includes removing and replacing 8-inch diameter sanitary sewer pipe at three locations.

The project scope of work consists of pre-construction services, traffic control, installation of CIPP liner, and temporary sewer collection. The contract completion time is 90 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. The costs proposed for this project have been evaluated by staff and determined to be reasonable.

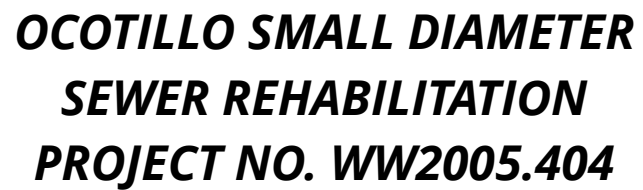
Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3910.6817.6WW266	Wastewater Operating	Sewer Assessment and Rehabilitation	\$258,305.24	Y

Attachments

Location Map

Agreement - B&F Contracting



PROJECT LOCATION





CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Project Name: **OCOTILLO SMALL DIAMETER SEWER REHABILITATION**

Project No. **WW2005.404**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2022 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **B&F Contracting, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1903.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about March 11, 2020, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to install sanitary sewer pipe and temporary sewer collection as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **OCOTILLO SMALL DIAMETER SEWER REHABILITATION**, Project Number **WW2005.404**. The scope of work consists of installing sanitary sewer pipe and temporary sewer collection, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **\$258,305.24** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **90** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Paul Ahlas	
	Phone:	480-782-3328
	Email:	Paul.ahlas@chandleraz.gov
JOC CONTRACTOR:	B&F Contracting, Inc.	
	11011 N. 23 rd Ave.	
	Phoenix, AZ 85029	
	JOC Contractor Representative: Bruce Balls	
	Phone:	623-764-7585
	Email:	bruceb@bfcontracting.com

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY"

CITY OF CHANDLER:

MAYOR

Date

Recommended By: _____

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM: _____

City Attorney

By: PMB

ATTEST: _____

City Clerk

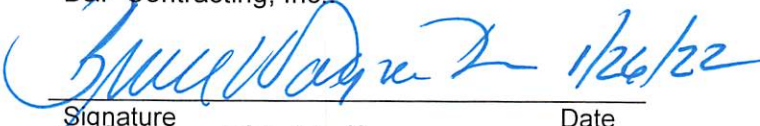
SEAL

ADDRESS FOR NOTICE

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

"JOC CONTRACTOR"

B&F Contracting, Inc.:


Signature


1/26/22
Date

Bruce W. Balls

Print Name

CEO
Title

ATTEST: If Corporation _____


Secretary

ADDRESS FOR NOTICE

B&F Contracting, Inc.

11011 N. 23rd Ave.

Phoenix, AZ 85029

EXHIBIT A
SCOPE OF WORK



January 20, 2022

Paul Ahlas
City of Chandler Public Works Utilities Department
975 E Armstrong Way, Building L
Chandler AZ 85286

RE: WW2005.404 Ocotillo Small Diameter Sewer Rehabilitation

Subject: Construction JOC Proposal

Paul,

We are pleased to submit our proposal for the sewer rehabilitation services in accordance with the Job Order Contract (JOC) for the Ocotillo Small Diameter Sewer Rehabilitation – Project Number WW2005.404. Attached to this cover letter you will find B&F Contracting, Inc Construction Services Proposal dated January 20, 2022, for this JOC project which includes Exhibits A thru E.

B&F proposes to complete the work associated with this portion of the JOC for a not-to-exceed amount of \$258,305.24. Our proposal is based on the drawings provided in the WA 7 Memorandum dated 1/04/22 provided by Dibble.

Please contact Josh Onstott at 623.238.3792 if you have any questions or concerns.

Sincerely,

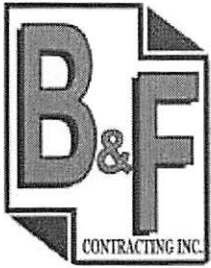

Josh Onstott

**EXHIBIT B
FEE SCHEDULE**

EXHIBIT "B"**JOB ORDER COST PROPOSAL
SUMMARY SHEET**

Negotiated Prices		
Price of Subcontractor(s)	\$	85,080.00
Price of Subconsultant(s)	\$	-
General Conditions	\$	11,114.19
Preconstruction Labor (if applicable)	\$	-
Construction Labor (if applicable)	\$	92,840.21
SUBTOTAL (NEGOTIATED PRICES):		\$ 189,034.40
Overhead and Profit (Coefficient per Job Order Master Agreement)	8.00%	\$ 15,122.75
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$ 204,157.15
Insurance, Bonds, & Taxes		
Sales Tax Percentage (Current Tax Rate)	4.83%	\$ 9,860.79
General Liability Insurance Percentage (Actual Cost per Job Order)	1.00%	\$ 2,041.57
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	0.10%	\$ 204.16
Payment Bond (Actual Cost per Job Order)	0.50%	\$ 1,020.79
Performance Bond (Actual Cost per Job Order)	0.50%	\$ 1,020.79
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 14,148.09
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$ 218,305.24
City's Allowance		\$ 40,000.00
TOTAL JOB ORDER:		\$ 258,305.24

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.



COST ONLY

Proposal

Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029

Office: 623-582-1170|Fax: 623-582-3761

Tucson: 1904 W. Prince Rd. Tucson, AZ 85705

Office: 520-207-8228|Fax: 520-305-3323

AZ Licenses: ROC-089744 A General Contracting

ROC-111282 B-04 General Engineering

Submitted to: City of Chandler
Mail Stop 407, P.O. Box 4008
Chandler, AZ 85244 USA

Bid Date: 1/12/2022
Bid Number: 4470.003

Project: WW2005.404 Ocotillo Small Diameter Sewer Rehabilitation
Ocotillo Rd & Jacaranda Neighborhood
Chandler, AZ

Attention: Paul Ahlas Phone Number: 4807823310

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
MOBILIZATION					
1	Mobilization	4.00	TRIP	\$4,308.99	\$17,235.96
Total Price for above MOBILIZATION Items:					\$17,235.96
PIPE CLEANING AND VIDEO					
2	Pre-Clean & Video	1,874.00	LF	\$4.55	\$8,526.70
6	Post Clean And Video (Pano)	1,874.00	LF	\$5.33	\$9,988.42
Total Price for above PIPE CLEANING AND VIDEO Items:					\$18,515.12
POINT REPAIR					
3	Point Repair	3.00	EACH	\$16,774.93	\$50,324.79
Total Price for above POINT REPAIR Items:					\$50,324.79
CIPP LINING					
4	12" CIPP Lining	459.00	LF	\$101.66	\$46,661.94
5	8" CIPP Lining	688.00	LF	\$65.67	\$45,180.96
Total Price for above CIPP LINING Items:					\$91,842.90
GENERAL CONDITIONS					
7	Project General Conditions	1.00	LS	\$11,115.63	\$11,115.63
Total Price for above GENERAL CONDITIONS Items:					\$11,115.63
Total Bid Price:					\$189,034.40

- *****
- Terms: Net 30 Days
- *****

- This proposal is based on the following information:
Plans: None
Prepared by: Dibble

Plans used were: WA 7 Memo
Addenda Received: No

- Exclusions:
 - *Odor Control Scrubbers or Chemical Injection
 - *Waste disposal generated thru pipe cleaning efforts
 - *Hazardous or toxic materials

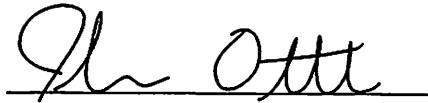
- Inclusions:
 - *Temporary plugs and manhole monitoring. Small bypass pumping systems may be utilized as needed.
 - *Water curing will be utilized

- We propose to furnish labor, equipment, and materials - complete in accordance with the plans and specifications supplied to us for the above mentioned project. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to the standard practices. Any alternations or deviations from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over the above proposed estimate.

CONFIRMED:

B&F Contracting, Inc. (Proposal)

Authorized Signature:



Estimator: Bret Thompson
623-271-2961 bthompson@bfcontracting.com

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____



Proposal Exhibit C

Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029

Office: 623-582-1170|Fax: 623-582-3761

Tucson: 1904 W. Prince Rd. Tucson, AZ 85705

Office: 520-207-8228|Fax: 520-305-3323

AZ Licenses: ROC-089744 A General Contracting

ROC-111282 B-04 General Engineering









































Cost Detail By Phase









Project Name:	WW2005.404 Ocotillo Small Diameter Sewer	Customer:	City of Chandler
Job Number:	4470.003	Bid Number:	4470.003
Bid As:	General Contractor	Billing Address:	Mail Stop 407, P.O. Box 4008 Chandler, AZ 85244 USA
Estimator:	Bret Thompson	Phone:	4807823310
Project Address:	Ocotillo Rd & Jacaranda Neighborhood, Chandler, AZ	Contact:	Paul Ahlas
Completion Date:	6/1/2022		

Pay Items

















Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
Phase: MOBILIZATION				
D 1 - Mobilization	4.00	TRIP	\$4,309.32	\$17,237.28
GC-Mob/Demobilization	4.00	TRIP	\$934.32	\$3,737.28
GC-Mobilization - Forklift/backhoe/Water Truck (2.00 TRIP/DY, 4.00 DY)	8.00	TRIP	\$467.16	\$3,737.28
Transport Truck	32.00	HR	\$66.55	\$2,129.60
Transport Trailer - 48 FT	32.00	HR	\$14.13	\$452.16
Truck Driver	32.00	HR	\$36.11	\$1,155.52
Subcontracted-Mobilization (Insituform Technologies, Inc.)	3.00	TRIP	\$4,500.00	\$13,500.00
Phase: PIPE CLEANING AND VIDEO				
D 2 - Pre-Clean & Video	1,874.00	LF	\$4.55	\$8,519.04
Pre-Video CCTV	1,874.00	LF	\$4.55	\$8,519.04
GC-CCTV Crew (624.67 LF/DY, 3.00 DY)	1,874.00	LF	\$1.62	\$3,035.52
CCTV Truck	24.00	HR	\$85.00	\$2,040.00
CCTV Technician	24.00	HR	\$41.48	\$995.52
GC-Hydro Vactor Combo Truck Crew (624.67 LF/DY, 3.00 DY)	1,874.00	LF	\$2.93	\$5,483.52
Combo Truck	24.00	HR	\$187.00	\$4,488.00
Combo Truck Operator	24.00	HR	\$41.48	\$995.52
D 6 - Post Clean And Video (Pano)	1,874.00	LF	\$5.33	\$9,984.00
Panorama CCTV	1,874.00	LF	\$5.33	\$9,984.00
Pano CCTV Crew (624.67 LF/DY, 3.00 DY)	1,874.00	LF	\$2.05	\$3,843.84
Pano Truck	24.00	HR	\$105.00	\$2,520.00
CCTV Technician	30.00	HR	\$44.13	\$1,323.84
GC-Hydro Vactor Combo Truck Crew (624.67 LF/DY, 3.00 DY)	1,874.00	LF	\$3.28	\$6,140.16
Combo Truck	24.00	HR	\$187.00	\$4,488.00
Combo Truck Operator	36.00	HR	\$45.89	\$1,652.16

Phase: POINT REPAIR







Description		Quantity	UM	Unit Direct Cost	Total Direct Cost
D	3 - Point Repair	3.00	EACH	\$16,776.21	\$50,328.64
D	RH-Excavation & Backfill	3.00	EACH	\$14,016.27	\$42,048.80
	RH-Excavation & Backfill Suction Pit Crew (0.50 EACH/DY, 6.00 DY)	3.00	EACH	\$7,973.12	\$23,919.36
	Truck - Crew	48.00	HR	\$26.45	\$1,269.60
	Excavator - 20k LB	48.00	HR	\$63.10	\$3,028.80
	Backhoe - Light	48.00	HR	\$40.04	\$1,921.92
	Vacuum Trailer	48.00	HR	\$35.00	\$1,680.00
	Dump Truck - 10 Wheel	48.00	HR	\$62.67	\$3,008.16
	Water Truck - 2000 Gal	48.00	HR	\$33.73	\$1,619.04
	Foreman	48.00	HR	\$51.86	\$2,489.28
	Operator: Small Equipment [2]	48.00	HR	\$33.27	\$3,193.92
	Pipelayer	48.00	HR	\$33.27	\$1,596.96
	Laborer	48.00	HR	\$26.20	\$1,257.60
	Truck Driver	48.00	HR	\$29.73	\$1,427.04
	Water Truck Driver	48.00	HR	\$29.73	\$1,427.04
	Ready Mix - Slurry ABC Slurry 1/2 Sack	27.00	YARD	\$115.00	\$3,105.00
	Aggregate - ABC MAG Spec	98.00	TON	\$14.50	\$1,421.00
	Shoring [4]	7.00	DY	\$115.00	\$3,220.00
D	CP-Sawcutting	144.00	LF	\$8.11	\$1,168.16
	CP-Sawcutting Crew (144.00 LF/DY, 1.00 DY)	144.00	LF	\$8.11	\$1,168.16
	Truck - Crew	8.00	HR	\$30.95	\$247.60
	Walk Behind Saw - 57 HP	8.00	HR	\$40.47	\$323.76
	Operator: Small Equipment [2]	8.00	HR	\$37.30	\$596.80
D	CP-Asphalt Patchback	27.00	SY	\$324.64	\$8,765.28
	CP-Asphalt Replace Crew (13.50 SY/DY, 2.00 DY)	27.00	SY	\$261.68	\$7,065.28
	Truck - Crew	16.00	HR	\$30.95	\$495.20
	Asphalt Roller - 35in-50in	16.00	HR	\$33.11	\$529.76
	Backhoe - Light	16.00	HR	\$43.71	\$699.36
	Skid Steer	16.00	HR	\$33.03	\$528.48
	Dump Truck - 6 Wheel (Bobtail)	16.00	HR	\$41.21	\$659.36
	Foreman	16.00	HR	\$53.44	\$855.04
	Operator: Small Equipment [2]	16.00	HR	\$37.30	\$1,193.60
	Pipelayer	16.00	HR	\$35.14	\$562.24
	Laborer [3]	16.00	HR	\$32.13	\$1,542.24
	Asphalt - Asphalt	20.00	TON	\$85.00	\$1,700.00
	Dump Fee	3.00	LOAD	\$150.00	\$450.00
D	RH-Remove & Replace Pipe Section	3.00	EACH	\$2,759.95	\$8,279.84
D	RH-Pipe Removal & Replace	3.00	EACH	\$2,759.95	\$8,279.84
	RH-Excavation & Backfill Suction Pit Crew (2.00 EACH/DY, 1.50 DY)	3.00	EACH	\$1,993.28	\$5,979.84
	Truck - Crew	12.00	HR	\$26.45	\$317.40
	Excavator - 20k LB	12.00	HR	\$63.10	\$757.20
	Backhoe - Light	12.00	HR	\$40.04	\$480.48
	Vacuum Trailer	12.00	HR	\$35.00	\$420.00
	Dump Truck - 10 Wheel	12.00	HR	\$62.67	\$752.04
	Water Truck - 2000 Gal	12.00	HR	\$33.73	\$404.76
	Foreman	12.00	HR	\$51.86	\$622.32





Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 3 - Point Repair continued)				
 Operator: Small Equipment [2]	12.00	HR	\$33.27	\$798.48
 Pipelayer	12.00	HR	\$33.27	\$399.24
 Laborer	12.00	HR	\$26.20	\$314.40
 Truck Driver	12.00	HR	\$29.73	\$356.76
 Water Truck Driver	12.00	HR	\$29.73	\$356.76
 Ready Mix Collar - MAG A 3000	6.00	YARD	\$125.00	\$750.00
 Pipe - VCP 8in	32.00	LF	\$25.00	\$800.00
 Coupling - VCP Coupling 8in	6.00	EACH	\$125.00	\$750.00

Phase: CIPP LINING

D 4 - 12" CIPP Lining	459.00	LF	\$101.67	\$46,664.80
D CIPP Lining Support	4.00	DY	\$2,027.20	\$8,108.80
 RH-Confined Space Support Crew (1.00 DY/DY, 4.00 DY)	4.00	DY	\$2,027.20	\$8,108.80
 Truck - Crew	32.00	HR	\$30.95	\$990.40
 Blower 24in - Trailer Mounted	32.00	HR	\$37.00	\$1,184.00
 Confined Space Equipment	4.00	DY	\$102.00	\$408.00
 Vacuum Trailer	32.00	HR	\$35.00	\$1,120.00
 Small Tools - Saws, Cutters, Grinders [2]	32.00	HR	\$10.00	\$640.00
 Foreman	32.00	HR	\$53.44	\$1,710.08
 Laborer [2]	32.00	HR	\$32.13	\$2,056.32
S Subcontracted- CIPP Lining (Insituform Technologies, Inc.)	459.00	LF	\$84.00	\$38,556.00
D 5 - 8" CIPP Lining	688.00	LF	\$65.68	\$45,187.20
D CIPP Lining Support	6.00	DY	\$2,027.20	\$12,163.20
 RH-Confined Space Support Crew (1.00 DY/DY, 6.00 DY)	6.00	DY	\$2,027.20	\$12,163.20
 Truck - Crew	48.00	HR	\$30.95	\$1,485.60
 Blower 24in - Trailer Mounted	48.00	HR	\$37.00	\$1,776.00
 Confined Space Equipment	6.00	DY	\$102.00	\$612.00
 Vacuum Trailer	48.00	HR	\$35.00	\$1,680.00
 Small Tools - Saws, Cutters, Grinders [2]	48.00	HR	\$10.00	\$960.00
 Foreman	48.00	HR	\$53.44	\$2,565.12
 Laborer [2]	48.00	HR	\$32.13	\$3,084.48
S Subcontracted- CIPP Lining (Insituform Technologies, Inc.)	688.00	LF	\$48.00	\$33,024.00

Phase: GENERAL CONDITIONS

D 7 - Project General Conditions	1.00	LS	\$11,113.44	\$11,113.44
D JI-Construction Water	10,000.00	GAL	\$0.03	\$300.00
D JI-Water Meter	1.00	EACH	\$750.00	\$750.00
D JI-Water & Ice	2.00	WK	\$50.00	\$100.00
D JI-Portas/J-Johns	0.50	MO	\$500.00	\$250.00
D JI-Project Manager	2.00	DY	\$767.76	\$1,535.52
 JI-Project Manager Crew (1.00 DY/DY, 2.00 DY)	2.00	DY	\$767.76	\$1,535.52
 Truck - Management	16.00	HR	\$16.67	\$266.72
 Project Manager	16.00	HR	\$79.30	\$1,268.80
D JI-Project Superintendent	8.00	DY	\$704.80	\$5,638.40
 JI-Project Superintendent Crew (8.00 HR/DY, 8.00 DY)	64.00	HR	\$88.10	\$5,638.40
 Truck - Management	64.00	HR	\$16.67	\$1,066.88
 Project Superintendent	64.00	HR	\$71.43	\$4,571.52

Description		Quantity	UM	Unit Direct Cost	Total Direct Cost
<i>(Item 7 - Project General Conditions continued)</i>					
 D	JI-Project Engineer	4.00	DY	\$634.88	\$2,539.52
 H	JI-Project Engineer Crew (8.00 HR/DY, 4.00 DY)	32.00	HR	\$79.36	\$2,539.52
 T	Truck - Management	32.00	HR	\$16.67	\$533.44
 P	Project Engineer	32.00	HR	\$62.69	\$2,006.08

Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	\$42,374.68	22.42%
Equipment Owned:	\$47,983.72	25.38%
Equipment Rented:	\$3,470.00	1.84%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$8,526.00	4.51%
Subcontracted:	\$85,080.00	45.01%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$1,500.00	0.79%
Plug:	\$100.00	0.05%
Direct Cost:	\$189,034.40	

Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	\$189,034.40	100.00%
Total DC Adds/Cuts:	\$0.00	0.00%
Total Indirect Cost:	\$0.00	0.00%
Total Bond:	\$0.00	0.00%
Total Overall Cost:	\$189,034.40	100.00%
Total Overhead:	\$0.00	0.00%
Total Profit:	\$0.00	-0.00%
Total Margin:	\$0.00	-0.00%
Total Bid Price:	\$189,034.40	

Project Proposal



REVISED PROPOSAL DATE: 12/22/21

PROJECT NAME: JACARANDA PARKWAY SEWER REHAB

OWNER: CITY OF CHANDLER

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish a Proposal for all labor, materials, equipment, and services set forth below for the above referenced project. All pricing is considered confidential.

PROPOSAL PRICING

ITEM #	DESCRIPTION	QTY	UNIT	UNIT \$	AMOUNT
	Mobilization	1	LS	\$ 9,000	\$ 9,000
	27" CIPP	4,353	LF	\$ 154	\$ 670,362
	12" CIPP	459	LF	\$ 84	\$ 38,556
	8" CIPP	688	LF	\$ 48	\$ 33,024
	Additional mobilizations x 3	3	EA	\$4,500	\$13,500
					\$85,080
	Total				\$ 764,442
	<i>Lining Only (See full list of Inclusions & Exclusions below.)</i>				

ASSUMPTIONS & QUALIFICATIONS

- Mutually agreed on schedule with contractor – TBD.
- Water curing will be utilized due to T-lok existing pipe.
- GC to open benches/pipe inverts wide enough for CIPP Liner Installation – MH #'s 756004535 & 756007321.
- Price assumes work will be completed in 1 Mobilization
- No manhole cones need to be removed.

Insituform Technologies, LLC have based proposal on a nominal wall thickness for the InsituTube as shown in the specifications or derived from general, industry accepted specifications and design criteria. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or various portions of the work. Final recommendations may be submitted following completion of preliminary video inspection of the existing pipeline to be rehabilitated. Stated prices are subject to change if unforeseen conditions are determined.

Insituform Technologies, LLC is not a union shop and considered a specialty contractor, and shall not be subject to any union requirements or project labor agreements.

Water shall be provided at no cost to Insituform Technologies for all construction phases of this project. Insituform Technologies will follow all required deposit, backflow prevention, and metering procedures.

Project Proposal



Access requirements for existing pipeline to be rehabilitated shall be provided by Owner – includes entry and exit access approved from Insituform Project Manager and/or Field Engineer.

PROPOSAL INCLUSIONS

Insituform Technologies, LLC proposal pricing includes only items listed below; other items, scope of work, and/or project requirements are not part of the Insituform Technologies, LLC proposal pricing.

1. One mobilization and demobilization for 3,930 LF of 27" standard CIPP liner as stated in drawings.
2. Installation of Cured-In-Place Pipe (CIPP) – Pipe Lining including inversion, curing, and finishing.
3. Lateral reinstatements.
4. Confined space safe entry practices.
5. Standard construction warranty as indicated in Warranty section of project specifications.
6. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

Insituform Technologies, LLC proposal pricing excludes all items and scope of work listed below. Any and all items below are to be furnished "by others". Insituform Technologies, LLC is not responsible for any costs associated with items listed below – Excluded in proposal pricing.

- a) Bypass Pumping.
- b) Cleaning and CCTV , pre and post.
- c) Traffic Control.
- d) Heavy Cleaning, Mechanical Cleaning.
- e) Lateral Sealing - TopHats by other.
- f) Manhole installation, rehabilitation, and/or replacement.
- g) Point repairs, if required, prior to lining.
- h) Hydrant meter.
- i) Warranty Inspection.
- j) Excavation of any kind.
- k) Water for Curing of CIPP installation.
- l) Sectional Liners.
- m) Removal of manhole cones for access to sewer pipe, none expected.
- n) Restorations, finished surface repairs (e.g. landscaping, sidewalk, road repairs), or any finished surface repairs required by the owner.
- o) Archaeological Monitoring.
- p) Owner or General Contractor to provide access to Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
- q) *If any hazardous or toxic materials are encountered during the project, Insituform will not be responsible for the removal and disposal of the materials.*
- r) Any special permits or licenses
- s) State and local sales and/or use taxes are excluded, including gross receipts. If you are exempt, please submit the appropriate documentation.
- t) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
- u) Performance and payment bond not included. This is available upon request, but if required please add 2.5% to the total project cost.
- v) Stamped Designs.

PROPOSAL TERMS & CONDITIONS

Project Proposal



- a) When CIPP is required to negotiate bends or defects in the host pipe, there is a tendency to experience wrinkling in the installed CIPP around the inside radius of the bend or in the area where the host pipe defect is located. This is normal and should be expected. It will not affect the structural integrity of the finished product. Insituform will not be liable for repairs or penalties due to wrinkles in the CIPP at the locations of bends or defects in the host pipe.
- b) Limits of Liability. In consideration of INSITUFORM TECHNOLOGIES agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, INSITUFORM TECHNOLOGIES liability to the Prime for any matter covered by such insurance will be limited to the extent of such insurance and the Prime will indemnify and hold INSITUFORM TECHNOLOGIES harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- c) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INSITUFORM AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY INSITUFORM WHICH ARE BROUGHT TO THE ATTENTION OF INSITUFORM WITHIN ONE YEAR FOLLOWING COMPLETION OF INSITUFORM'S WORK, PROVIDED OWNER AFFORDS INSITUFORM SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- d) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- e) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- f) Quantities are estimated. Unit prices apply for actual invoice and payment.
- g) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- h) Monthly progress partial payments shall be requested for the value of work in progress or completed, including materials secured and on site.
- i) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of INSITUFORM TECHNOLOGIES
- j) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC

Todd Venable

TODD VENABLE
BUSINESS DEVELOPMENT MANAGER
(480) 938-7145
evenable@aegion.com

Arizona Office: 645 S. 24th Street
Tempe, AZ 85282
(480) 446-0620

CONTRACTOR LICENSE & REGISTRATION NUMBERS - Western.US:

AZ (277787) UT (6981198-5501) NM (374011) CA (758411) OR (133115) WA (INSITTL883CW) NV (0048110) HI (21894)

ACCEPTED BY:

Project Proposal



CONTRACTOR NAME

AUTHORIZED REPRESENTATIVE

SIGNATURE

CONTRACTOR

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Successor	Resource Names	March	April	May	June												
1		WW 2005.404 - JACARANDA SMALL DIAMETER	74 days	Tue 3/1/22	Fri 6/10/22				2/27	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5	6/12
2		Preconstruction	40 days	Tue 3/1/22	Mon 4/25/22																			
3		Submittals	10 days	Tue 3/1/22	Mon 3/14/22		4																	
4		NTP	1 day	Mon 4/25/22	Mon 4/25/22	3		6SS+5 days																
5		8" & 12" Lining & Repair	28 days	Mon 5/2/22	Wed 6/8/22																			
6		Mobilization	1 day	Mon 5/2/22	Mon 5/2/22	4SS+5 days	7	Insituform																
7		Point Repair	5 days	Tue 5/3/22	Mon 5/9/22	6	8																	
8		Clean Pipe - CCTV Pre Install	2 days	Tue 5/10/22	Wed 5/11/22	7	9	General Access Crew																
9		CIPP Lining	19 days	Thu 5/12/22	Tue 6/7/22	8	10	Insituform																
10		Post CCTV	1 day	Wed 6/8/22	Wed 6/8/22	9	11	Insituform																
11		Punchlist / Closeout	2 days	Thu 6/9/22	Fri 6/10/22	10																		

WW 2005.404 - JACARANDA SMALL DIAMETER

Preconstruction

Submittals

NTP

8" & 12" Lining & Repair

Mobilization

Point Repair

Clean Pipe - CCTV Pre Install

CIPP Lining

Post CC

Punchlist /

4/25

3/14

4/25

4/25

5/2

5/2

5/9

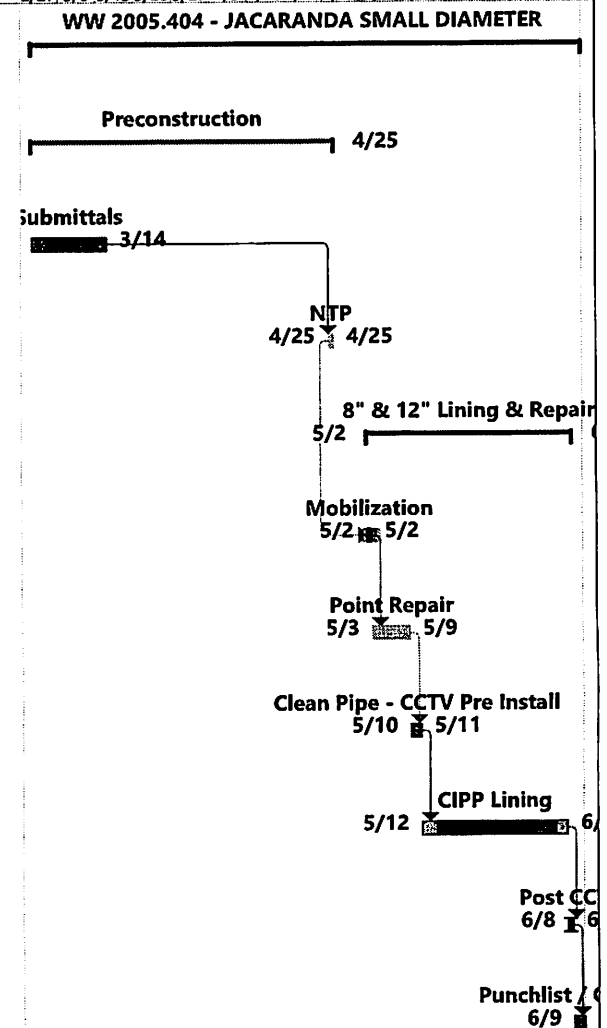
5/10

5/11

5/12

6/8

6/9



Project: WW2005.404 Jacaranda Small Diameter
Date: Wed 1/12/22

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

EXHIBIT C

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__ for construction of **OCOTILLO SMALL DIAMETER SEWER REHABILITATION, WW2005.404** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this _____ day of _____, 20__.

AGENT OF RECORD

PRINCIPAL

SEAL

By _____

SURETY

SEAL

AGENT ADDRESS

EXHIBIT D

PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__ for construction of **OCOTILLO SMALL DIAMETER SEWER REHABILITATION, WW2005.404** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 20__.

PRINCIPAL

SEAL

AGENT OF RECORD

By _____

SURETY

SEAL

AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **OCOTILLO SMALL DIAMETER SEWER REHABILITATION**

Project No.: **WW2005.404**

To the City of Chandler, Arizona

Gentlemen:

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

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

Signed and dated at _____, this _____ day of _____ 20_____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

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

Notary Public

My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **OCOTILLO SMALL DIAMETER SEWER REHABILITATION**
Project No.: **WW2005.404**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WW2005.404** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.

(Date)

FIRM NAME: _____

PRINCIPAL: _____

(Name)

(Signature)

DATE: _____

(Title)

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

DATE: _____

(Signature)

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

DATE: _____

(Signature)

(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number



City Council Memorandum Public Works & Utilities Memo No. CP22-120

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
From: Melanie Sikes, Engineering Project Manager
Subject: Professional Services Agreement No. WW2111.452, with Dibble CM, LLC, for the Chandler Heights Road Utility Relocations Construction Management Services

Proposed Motion:

Move City Council award Professional Services Agreement No. WW2111.452, to Dibble CM, LLC, for the Chandler Heights Road Utility Relocations Construction Management Services, in an amount not to exceed \$1,131,790.

Background/Discussion:

On June 24, 2021, City Council adopted Resolution No. 5496, authorizing an agreement with Salt River Project (SRP) for the undergrounding of a 230-kilovolt transmission system in southwest Chandler to support future power needs in the area. Prior to SRP's work, the City will move existing City-owned wastewater, reclaimed water, and potable water to clear an alignment for the proposed electrical duct banks. These utility relocations will occur on Chandler Heights Road from the Union Pacific Railroad tracks to Alma School Road, on Alma School Road from Chandler Heights Road to Lake Drive, west on Lake Drive to Chaparral Drive, west on Chaparral Drive to Dobson Road, and on Pinelake Way south of Ocotillo Road.

The project scope of work consists of construction management, inspection, permitting, record drawings, materials testing, and public outreach. The contract completion time is 365 calendar days following Notice to Proceed.

The first of three related Construction Contracts with Achen-Gardner Construction, LLC, for the Chandler Heights Road Utility Relocations, is also scheduled for this City Council meeting.

A related Professional Services Agreement with Wilson Engineers, LLC, for the Chandler Heights Road Utility Relocations Post Design Services, is also scheduled for this City Council meeting.

Evaluation:

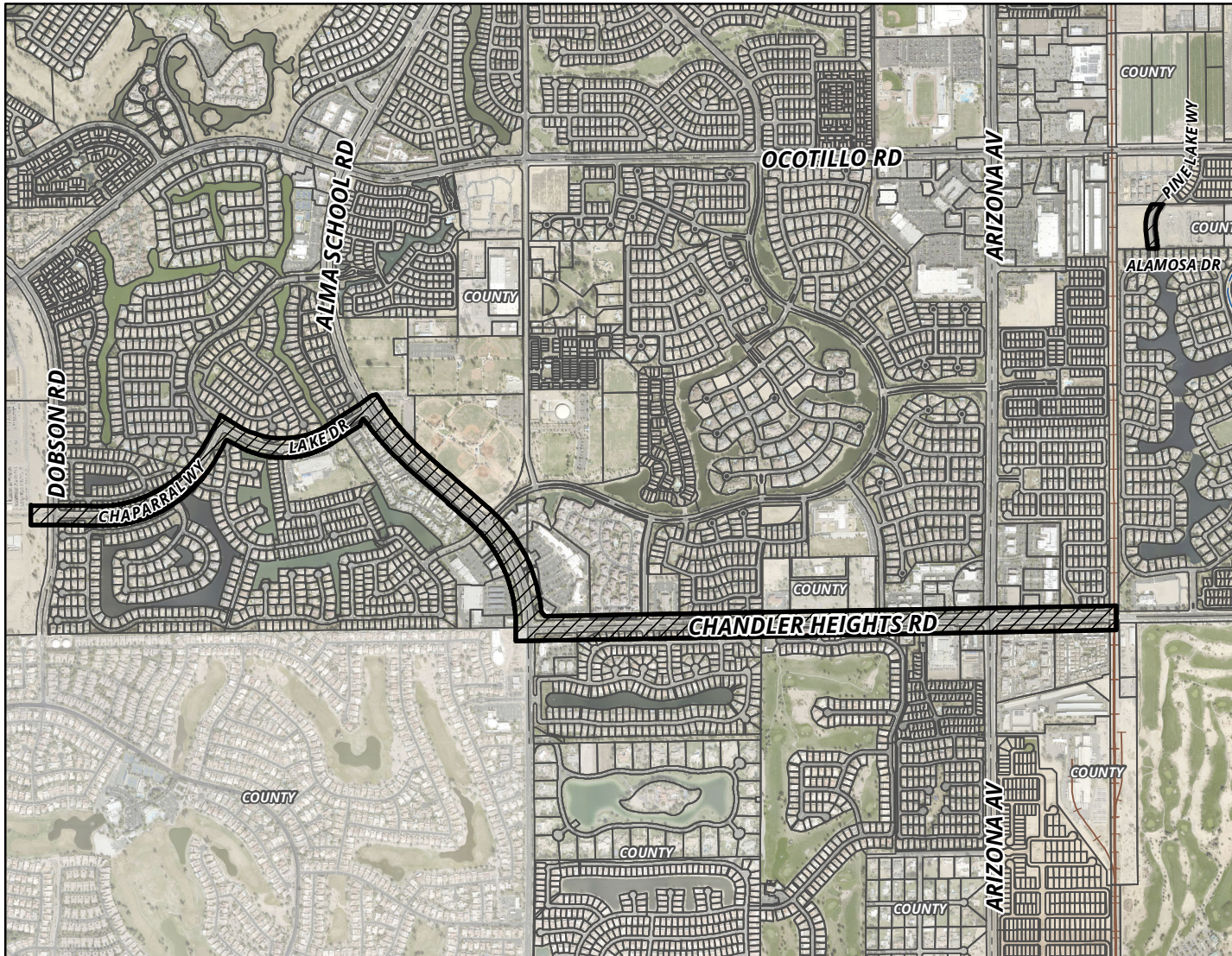
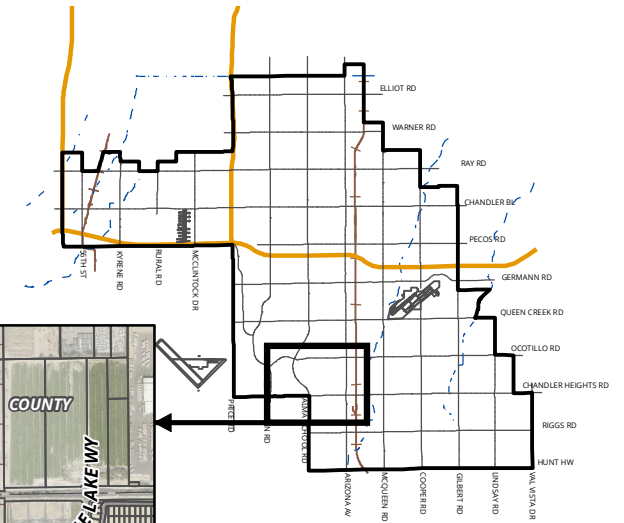
The selection process was conducted in accordance with City policy and procedure and State law. Staff recommends approval of this agreement with Dibble CM, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3910.6813.6WW688	Wastewater Operating	Utility Line Relocation	\$792,253	Y
605.3820.6714.6WA688	Water Operating	Utility Line Relocation	\$339,537	Y

Attachments	
Location Map Agreement	



CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS PROJECT NO. WW2111.452



MEMO NO. CP22-120

 PROJECT LOCATION





**PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS
Project No. WW2111.452**

Council Date: February 24, 2022 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2022 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Dibble CM, LLC**, a Delaware limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Construction Management Services for **CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **365** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$1,131,790** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	City of Chandler Public Works & Utilities Department Attn: Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008
To Consultant:	Dibble CM, LLC Mailing Address: 7878 N. 16th St. Ste. 300, Phx., AZ 85020 Statutory Agent Name: KC Brandon Statutory Agent Mailing Address: 7878 N. 16th St. Ste. 300, Phx., AZ 85020
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE Name: KC Brandon Title: President Phone: 602-957-3936 Email: kcbrandon@dibblecm.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of

this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and

litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on

architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be

excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential

conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "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, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by

Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must 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 thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject

matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"

CITY OF CHANDLER

MAYOR

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

TMB

City Clerk

Seal

"CONSULTANT"

Dibble CM, LLC

KC Brandon

Signature

1.24.2022

Date

KC Brandon

Print Name

President

Title

kch Brandon@dibblecm.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



**CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
WW2111.452
Chandler Heights Road Utility Relocations**

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

- i. Consultant must attend the pre-construction meetings.
- ii. Consultant must attend the pre-construction public meeting.
- iii. Consultant must attend coordination meeting with the Public Outreach Consultant to review improvements and properties requiring specific outreach efforts.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

- i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 52 weekly meetings will be held.

B. Task 2.2 CPM Schedule

- i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.
- ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes 12 reviews of updated CPM schedule.

C. Task 2.3 Requests for Information (RFI's)

- i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of 50 RFI responses.

D. Task 2.4 Shop Drawing Submittals

- i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of 60 reviews.

E. Task 2.5 Requests for Proposal (RFP)

- i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes 20 RFPs.

F. Task 2.6 Field Directives (FD's)

- i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes 20 FD's.

G. Task 2.7 Contractor Payment Applications

- i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes a maximum of 12 payment applications, with 3 reviews each.

H. Task 2.8 Public Outreach

- i. Consultant must provide public outreach services, whether by Consultant or subconsultant. Tasks will include: create and maintain project website; maintain a 24-hour bilingual project hotline to respond to inquiries; complaints and maintain a call log; public weekly email updates; public interactions with property owners as a liaison between property owners and the City; coordination meetings; project meetings; public meeting coordination; federal funds required partnering process (project team partnering meeting, maintaining status).

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

- i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes 1 inspector full time 40 hrs. per week for 12 months and 1 inspector part time 20 hrs. per week for 12 months.

B. Task 3.2 Landscape / Irrigation Inspection Services – J2 Engineering

- i. Consultant must provide Irrigation system layout and installation observations; attend and observe irrigation system pressure tests; and attend a nursery visit to tag and inspect plant material. Consultant assumes 12 site visits.

C. Task 3.3 Project Closeout

- i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.
- ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination

- i. Consultant must complete Acceptance of Construction (AOC) applications and submit to MCESD for reclaimed water booster pump and potable water/sewer improvements.

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program – N/A

- i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City and MAG; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

B. Task 5.2 Quality Assurance (QA) Test Program

- i. Consultant must prepare and maintain a materials Quality Assurance plan per City and MAG.
- ii. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

- i. Review and monitor Contractor's weekly updates on red-line drawing set.
- ii. Dibble CM will review contractor's redlines monthly with Dibble Engineering to ensure proper documentation for County AOC.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

- 1. Application fees for City reviews and permits will be paid by CITY.
- 2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
- 3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE WW2111.452

Task	Description	Cost
1	PRE-CONSTRUCTION ASSISTANCE	
1.1	Pre-Construction Assistance	\$ 5,000.00
SUBTOTAL TASK 1:		\$ 5,000.00
2	CONSTRUCTION MANAGEMENT	
2.1	Weekly Construction Meetings	\$ 116,250.00
2.2	CPM Schedule	\$ 15,000.00
2.3	Requests for Information (RFI)	\$ 50,000.00
2.4	Shop Drawing Submittals	\$ 50,000.00
2.5	Requests for Proposal (RFP)	\$ 35,000.00
2.6	Field Directive (FD)	\$ 35,000.00
2.7	Contractor Payment Applications	\$ 30,000.00
2.8	Public Outreach	\$ -
SUBTOTAL TASK 2:		\$ 331,250.00
3	CONSTRUCTION INSPECTION	
3.1	Inspection Services	\$ 486,720.00
3.2	Landscape/Irrigation Inspection Services (IF APPLICABLE)	\$ -
3.3	Project Closeout	\$ -
SUBTOTAL TASK 3:		\$ 486,720.00
4	UTILITY COORDINATION	
4.1	Utility Coordination - Dibble Engineering - AOC & Final Record Drawings (Assume 3 AOCs)	\$ 99,772.00
SUBTOTAL TASK 4:		\$ 99,772.00
5	MATERIALS TESTING	
5.1	QC Test Program	\$ -
5.2	QA Test Program	\$ -
SUBTOTAL TASK 5:		\$ -

6	RECORD DRAWINGS	
6.1	Record Drawings -	\$ 15,000.00
	SUBTOTAL TASK 6:	\$ 15,000.00
SUBCONSULTANTS		
	MakPro	\$ 25,100.00
	J2 Engineering	\$ 16,948.00
	Ninyo Moore	\$ 52,000.00
	Subconsultant Name	\$ -
	SUBTOTAL SUBCONSULTANTS:	\$ 94,048.00
ALLOWANCES		
	Direct Expense Allowance	\$ -
	Owner's Allowance	\$ 100,000.00
	SUBTOTAL ALLOWANCES:	\$ 100,000.00
PROJECT TOTAL:		\$ 1,131,790.00

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City 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 possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
- 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
- 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant 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 must extend for 3 years past completion and acceptance of the work or services, and Consultant, 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.

- 2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, 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.
- 2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- 2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- 3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.
- 3.1.1. Consultant's insurance must contain broad form contractual liability coverage.
- 3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.
- 3.1.3. Consultant'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.

- 3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
 - 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
 - 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.
- 3.2. *Insurance Cancellation During Term of Contract/Agreement.*
- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
 - 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.
- 3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
 - 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.



City Council Memorandum Development Services Memo No. 22-014

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
 Andy Bass, Deputy City Manager
 Derek D. Horn, Development Services Director
From: Lauren Schumann, Senior Planner
Subject: Annexation Public Hearing- ANX21-0007 Southeast corner Chandler Heights Road and 124th Street
Request: Annexation of three parcels totaling approximately 10.12 acres
Location: Southeast corner Chandler Heights Road and 124th Street
Applicant: Brennan Ray; Burch & Cracchiolo, P.A.

Background Data:

- Located approximately 1/2 mile east of the southeast corner of Chandler Heights and McQueen roads
- Zoned Rural-43 (RU-43) within Maricopa County
- Approximately 10.12 acres
- Upon annexation, initial City zoning will be Agricultural (AG-1) district
- Rezoning and Preliminary Development Plan are in review for a single-family subdivision and are forthcoming to City Council

Surrounding Land Use Data:

North	Chandler Heights Road, then public elementary and junior high school	South	Unincorporated single-family residential
East	Unincorporated single-family residential	West	124th Street, then single-family residential (Treeland subdivision under construction)

General Plan and Area Plan Designations:

General Plan	Neighborhoods
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Utility Service:

Existing municipal water and wastewater service are available in Chandler Heights Road.

Staff Comments

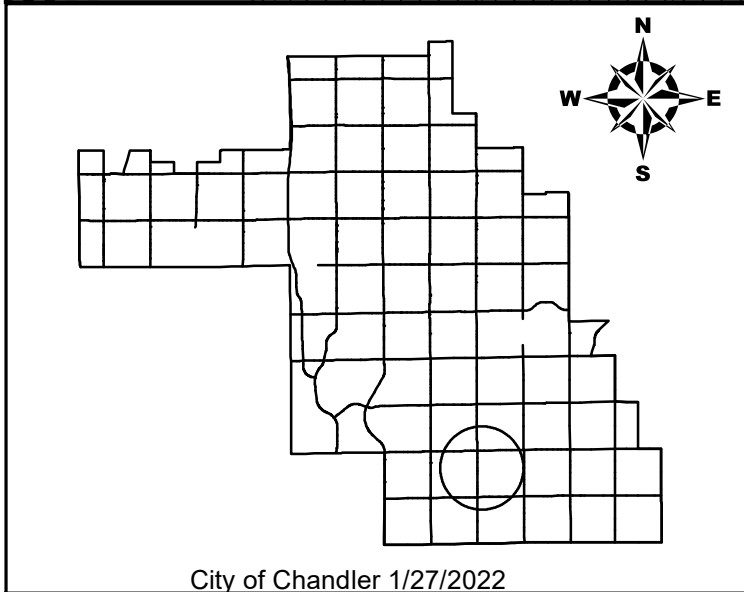
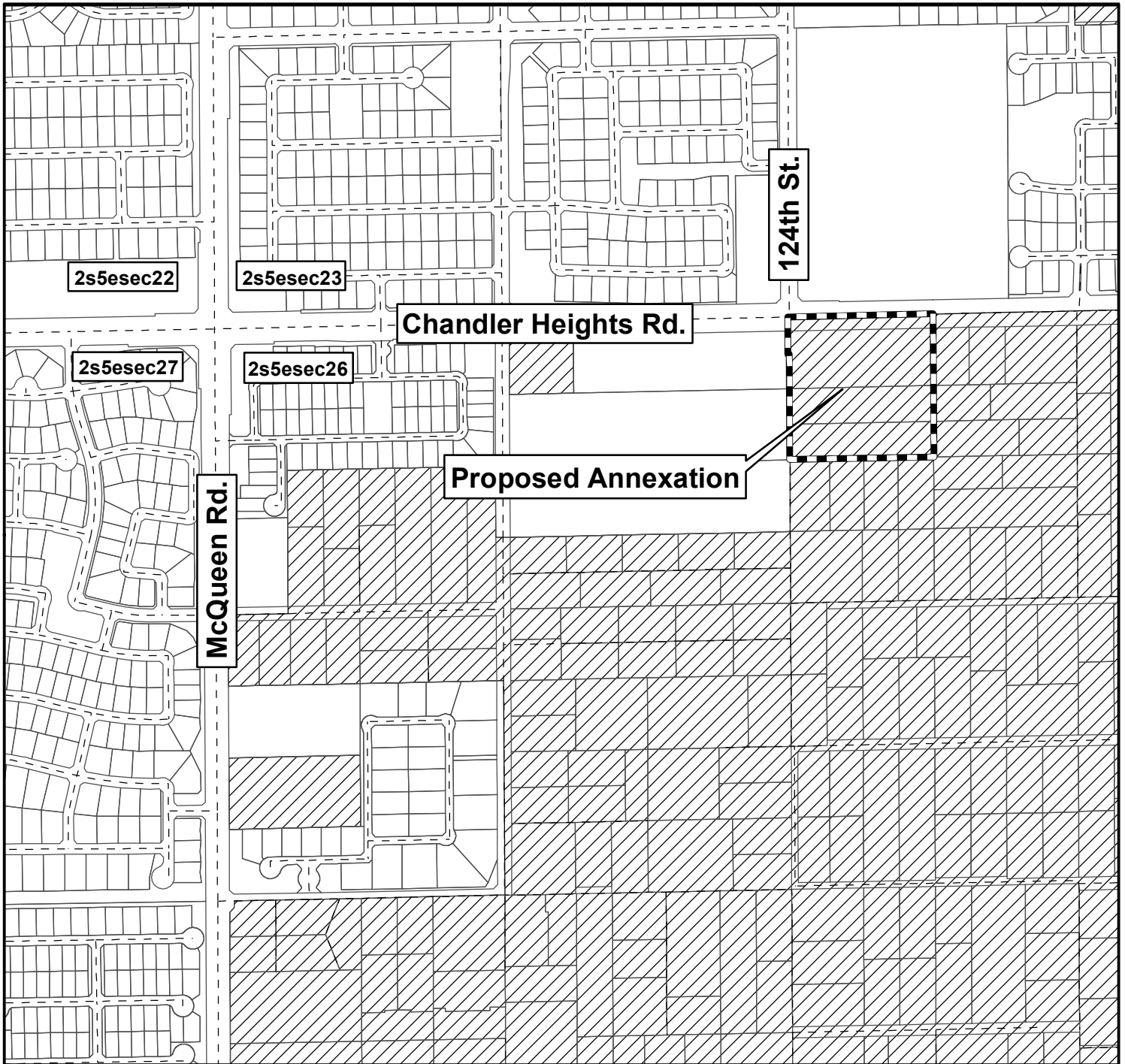
Staff circulated this request among City departments and received no negative comments relative to the property's annexation.

Mayor's Statement

The Public Hearing regarding the proposed annexation is now open for comment.

Attachments

Vicinity Maps



City of Chandler 1/27/2022

Annexation Map



Proposed Annexation

Southeast Corner of Chandler Heights Road
and 124th Street



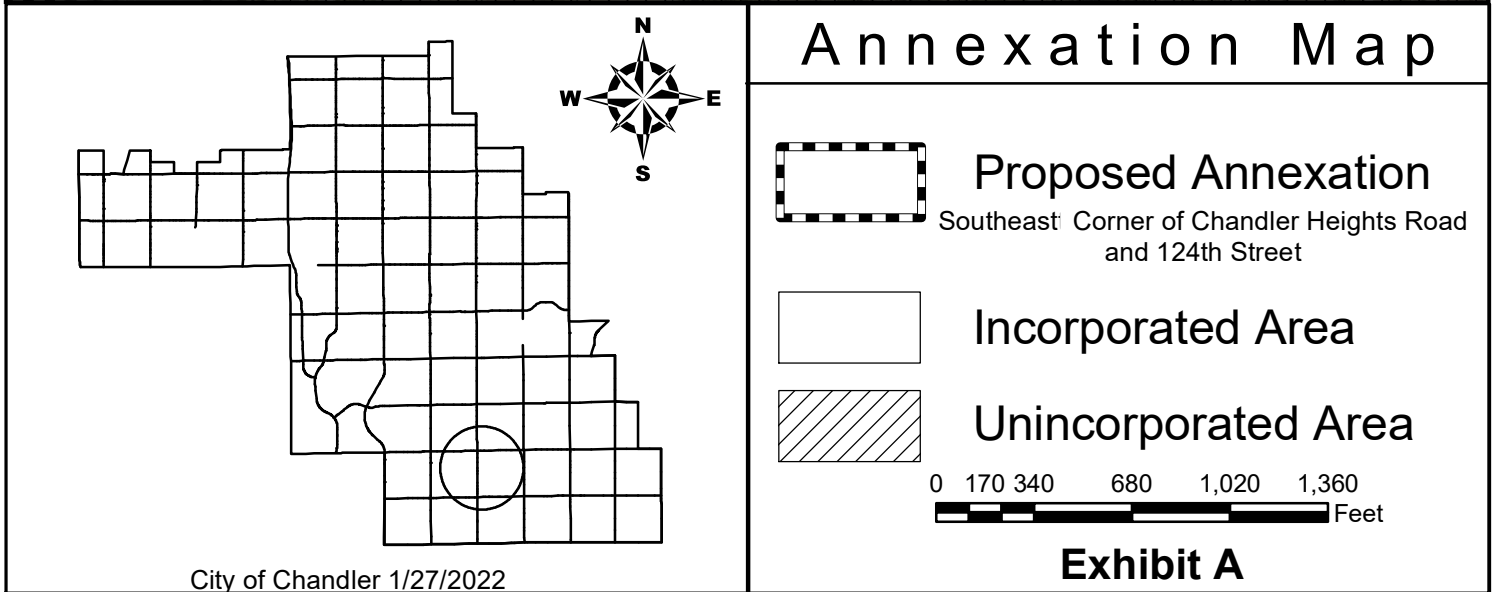
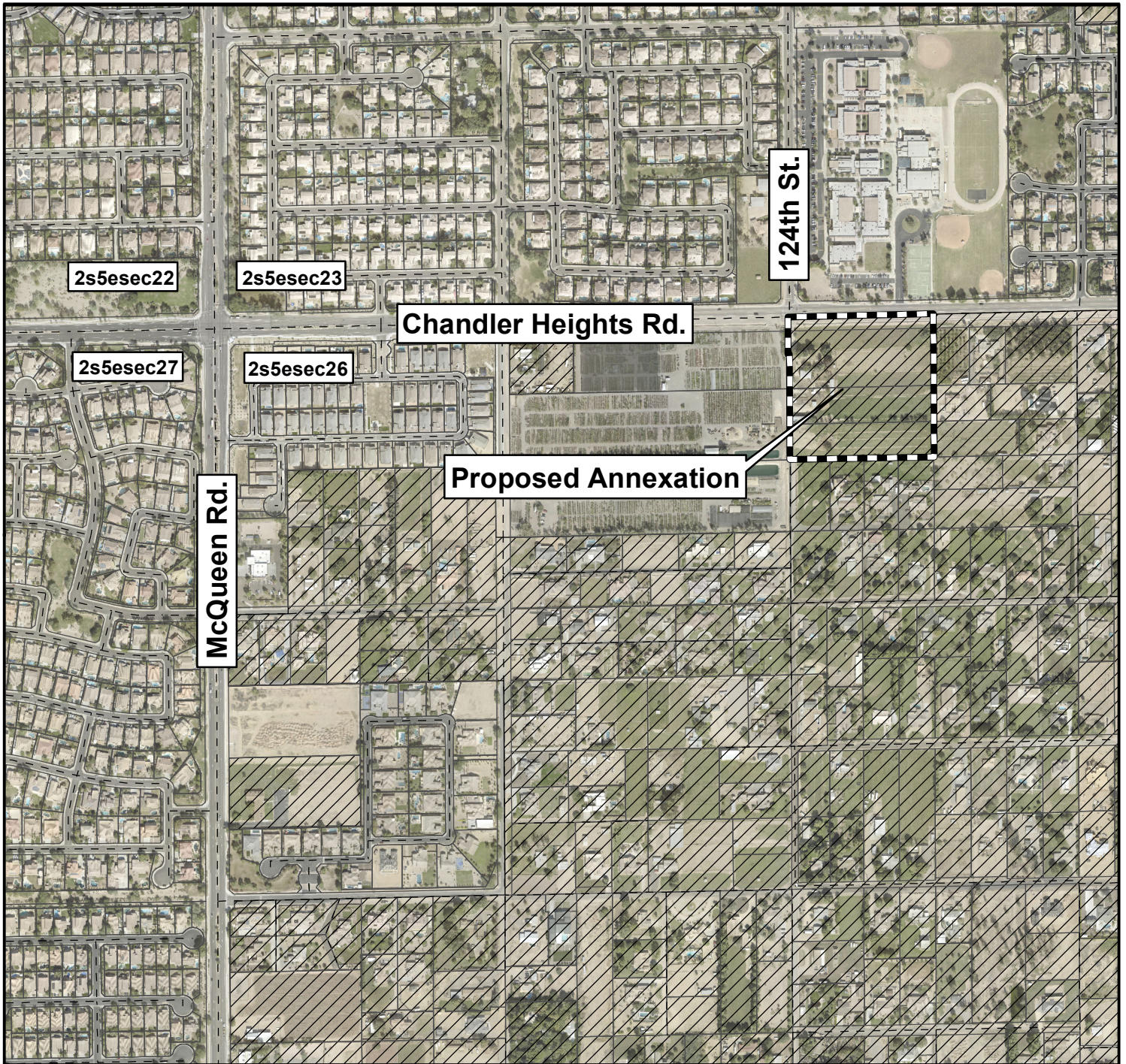
Incorporated Area



Unincorporated Area

0 170 340 680 1,020 1,360
Feet

Exhibit A





City Council Memorandum Management Services Memo No. 22-043

Date: February 24, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Danielle Wells, Revenue and Tax Manager
Subject: Special Event Liquor and Extensions of Liquor License Premises
Administratively Approved

Background/Discussion

Staff works directly with the requestor and the Arizona Department of Liquor Licenses and Control (DLLC) on liquor licenses for Special Events, Temporary Extensions of Premises, and Permanent Extensions of Premises. All requirements for Special Events and Temporary Extensions of Premises are reviewed by staff through the applicable committee (Special Events Committee for Special Events on City property or the Temporary Sales and Promotional Events (TSPE) Committee for Special Events on private property), and Code requirements for Permanent Extension of Premises are reviewed by the Planning Division for Council action. Related City Code Planning requirements that require City Council action include: Permanent Extension of a Bar Series 6 or 7 requires a Use Permit to expand the footprint and any Permanent Extension with entertainment added or expanded requires an Entertainment Use Permit (EUP).

Attachments

Administratively Approved Liquor, Temporary, Permanent Extensions

February 24, 2022

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

Organization Name: The Greater Cause

Applicant: Jill Corwin

Event Details: The Great American BBQ & Beer Festival on Saturday, March 26, 2022 from Noon until 10:00 p.m.

Location: Tumbleweed Park, 745 E. Germann Road

Organization Name: The Greater Cause

Applicant: Jill Corwin

Event Details: Southwest Cajun Festival on Saturday, February 26, 2022 from 2:00 pm until 9:00 p.m.

Location: Dr. A.J. Park Stage Plaza, 178 E. Commonwealth Avenue

Temporary Extensions of Liquor License Premises

None

Permanent Extensions of Liquor License Premises

None