



City Council Regular Meeting

Thursday, May 23, 2024
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.

Innovative Focus

Innovation is the lifeblood of our community. The introduction of new ideas and methods is rooted in Chandler's culture and heritage. This thread of innovation embodies how we connect, plan and serve our city to be a contemporary, financially responsible and safe place to live and work.



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, May 23, 2024, 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



Community Safety



Neighborhoods



Quality of Life



Sustainability and Technology



Connectivity



Economic Vitality

Call to Order

Roll Call

Invocation - Susan Stevens-Clarke, Spiritual Assembly of Baha'is of Chandler

Pledge of Allegiance

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.


Proposed Motion: Move to approve the Consent Agenda of the May 23, 2024, Regular Meeting, Items 1 - 19.



Airport

1. **Job Order Project Agreement No. AI2403.401 with DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2403.401, for the Taxiway C Lighting & Cable Replacement**

Move City Council award Job Order Project Agreement No. AI2403.401 to DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2403.401, for the Taxiway C Lighting & Cable Replacement, in an amount not to exceed \$495,479.

Council Focus Area(s): 



City Clerk

2. **Approval of Minutes**

Move City Council approve the Council meeting minutes of the Special Meeting - Council Retreat of April 29, 2024; the Study Session of May 6, 2024; the Work Session of May 9, 2024; and the Regular Meeting of May 9, 2024.

3. **Board and Commission Member Appointments**


Move City Council approve the Board and Commission appointments as recommended.



City Manager

4. **Resolution No. 5806 Authorizing the Execution of an Intergovernmental Agreement for the Platinum Program between the Regional Public Transportation Authority (RPTA) and the City of Chandler**

Move City Council pass and adopt Resolution No. 5806 authorizing the execution of an Intergovernmental Agreement for the Platinum Program between the Regional Public Transportation Authority and the City of Chandler.

Council Focus Area(s): 



Development Services

5. **Resolution No. 5805 Amending Section 23 Area Plan, Introduction and Tentative Adoption of Ordinance No. 5099, Rezoning, Preliminary Development Plan, and Preliminary Plat, PLH24-0012/PLH23-0056/PLT23-0022 Viviendo, Located at the Southeast Corner of Ocotillo and McQueen Roads**

Area Plan

Move City Council pass and adopt Resolution No. 5805 Section 23 Area Plan amendment, PLH24-0012, as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5099 approving PLH23-0056 Viviendo, Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan


Move City Council approve Preliminary Development Plan PLH23-0056 Viviendo for subdivision layout and housing product, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat


Move City Council approve Preliminary Plat PLT23-0022 Viviendo, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

6. **Use Permit, PLH23-0067 All Copy, Allowing Office/Warehouse Uses, at the Northwest Corner of Chicago Street and Beck Avenue, Generally Located ¼ Mile East and South of 56th Street and Chandler Boulevard**
Move City Council approve Use Permit PLH23-0067 All Copy, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s): 

7. **Use Permit, PLH24-0005 Gold Trust Realty, to Allow Operation of a Real Estate Office in a Single-family Residential Home at 200 S. Dobson Road, Generally Located North of the Northwest Corner of Dobson and Frye Roads**
Move City Council approve Use Permit PLH24-0005, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s): 



Management Services

8. **Agreement No. MS1-926-4312, Amendment No. 3, for Emergency Environmental Response and Remediation Services**
Move City Council approve Agreement No. MS1-926-4312, Amendment No. 3, with Emergency Environmental Services; GrayMar Environmental Services, Inc.; and Kary Environmental Services, for emergency environmental response and remediation services, in a combined amount not to exceed \$150,000, for the period of one year, beginning July 1, 2024, through June 30, 2025.

Council Focus Area(s): 

9. **Purchase of Janitorial and Sanitation Supplies**
Move City Council approve the purchase of janitorial and sanitation supplies, from Waxie Sanitary Supply, utilizing the City of Tucson Contract No. 202329-01, in an amount not to exceed \$250,000, for the period of June 1, 2024, through May 31, 2025.

Council Focus Area(s): 


10. **Agreement No. WH3-890-4597, Amendment No. 1, for Waterworks Supplies**

Move City Council approve Agreement No. WH3-890-4597, Amendment No. 1, with Core and Main, LP, and Ferguson Enterprises, LLC, for waterworks supplies, in an amount not to exceed \$650,000, for the period of June 1, 2024, through May 31, 2025.

Council Focus Area(s): 

11. **New License Series 12, Restaurant Liquor License Application for David Adam Tipp, Agent, Divit, Inc., DBA Beauty Lounge Bar**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 288925, a Series 12, Restaurant Liquor License, for David Adam Tipp, Agent, Divit, Inc., DBA Beauty Lounge Bar, located at 1655 W. Chandler Boulevard, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 200781.


Council Focus Area(s): 



Police Department


12. **Final Adoption of Ordinance No. 5096, Repealing and Replacing Section 11-16 of Chapter 11 of the Code of the City of Chandler in its Entirety and Retitling as "Unruly Gathering"**

Move City Council adopt Ordinance No. 5096, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by repealing and replacing Section 11-16 in its entirety; retitling Section 11-16 as "Unruly Gathering"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

Council Focus Area(s): 


13. **Final Adoption of Ordinance No. 5097, Amending Chapter 11 of the Code of the City of Chandler by Adding Section 11-18 "Brass Knuckles"**

Move City Council adopt Ordinance No. 5097, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by adding Section 11-18 "Brass Knuckles"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

Council Focus Area(s): 

14. **Resolution No. 5808 Accepting a Grant from the Fentanyl Prosecution, Diversion and Testing Funding Program in the Amount of \$152,527.49**

Move City Council pass and adopt Resolution No. 5808 accepting a grant award from the State of Arizona Department of Public Safety Fentanyl Prosecution, Diversion and Testing Funding Program in the amount of \$152,527.49 and authorizing the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such program.


Council Focus Area(s): 



Public Works and Utilities


15. **Introduction of Ordinance No. 5098 Granting a Non-Exclusive Underground High Voltage Power Easement to Salt River Project Agricultural Improvement and Power District (SRP) to Accommodate the Installation of Electric Vehicle Charging Stations on the Amazon Site at 3405 S. McQueen Road, Chandler, Arizona**

Move City Council introduce and tentatively adopt Ordinance No. 5098 granting a Non-Exclusive Underground High Voltage Power Easement to SRP, in consideration for the payment of \$18,500.00 to accommodate the installation of electric vehicle charging stations on the Amazon site at 3405 S. McQueen Road, Chandler, Arizona.

Council Focus Area(s): 


16. **Professional Services Agreement No. ST2403.101, with Kimley-Horn and Associates, Inc., for the McQueen Road Improvements (Warner Road to Pecos Road) Pre-Design Services**

Move City Council award Professional Services Agreement No. ST2403.101, to Kimley-Horn and Associates, Inc., for the McQueen Road Improvements (Warner Road to Pecos Road) Pre-Design Services, in an amount not to exceed \$328,565.

Council Focus Area(s): 


17. **Construction Agreement No. WA1903.401 & WA1908.401, Change Order No. 6, with Achen-Gardner Construction, LLC, for the Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System**

Move City Council award Construction Agreement No. WA1903.401 & WA1908.401, Change Order No.6, to Achen-Gardner Construction, LLC, in the amount of \$353,512.43.

Council Focus Area(s): 

18. **Professional Services Agreement No. WW2302.451, with Dibble & Associates Consulting Engineers, Inc., dba Dibble, for the Price Road 66-inch Sewer Interceptor Rehabilitation Construction Management Services**

Move City Council award Professional Services Agreement No. WW2302.451 to Dibble & Associates Consulting Engineers, Inc., dba Dibble, for the Price Road 66-inch Sewer Interceptor Rehabilitation Construction Management Services, in an amount not to exceed \$1,526,019.50.

Council Focus Area(s): 

19. **Construction Manager at Risk Construction Services Agreement No. WW2302.401, with B&F Contracting, Inc., for the Price Road 66-Inch Sewer Interceptor Rehabilitation**


Move City Council award CMAR Construction Services Agreement No. WW2302.401 to B&F Contracting, Inc., for the Price Road 66-Inch Sewer Interceptor Rehabilitation, in an amount not to exceed \$43,696,207.25.

Council Focus Area(s): 

Public Hearing

20. **Public Hearing for Annexation ANX23-0003 of Approximately 13.57 Acres of Land South of the Southeast Corner of Arizona Avenue and Germann Road**

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

Council Focus Area(s): 

Public Hearing and Action Item

21. **Public Hearing for Resolution No. 5804 Approving the Fiscal Year 2024-2025 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District**

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

22. **Resolution No. 5804 Approving the Fiscal Year 2024-2025 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District**

Move City Council pass and adopt Resolution No. 5804 approving the Fiscal Year 2024-2025 Annual Assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District.

Council Focus Area(s): 

Action Agenda

23. **Resolution No. 5800, Adopting the Fiscal Year (FY) 2024-25 Tentative Budget and 2025-2034 Tentative Capital Improvement Program (CIP) and Giving Notice of the Dates and Times for Hearing Taxpayers for Final Adoption of the Budget and for Setting the Tax Levies and Tax Rates**

Move City Council pass and adopt Resolution No. 5800, adopting the FY 2024-25 Tentative Budget and 2025-2034 Tentative CIP and giving notice of the dates and times for hearing taxpayers for final adoption of the budget and for setting the tax levies and tax rates.

Informational

24. **Contracts and Agreements Administratively Approved, Month of April 2024**

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. CP24-120

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Ryan Reeves, Airport Manager
Daniel Haskins, Capital Projects Division Manager
From: Hafiz Noor, Construction/Design Project Manager
Subject: Job Order Project Agreement No. AI2403.401 with DNG Construction, LLC,
Pursuant to Job Order Master Agreement No. JOC2403.401, for the Taxiway
C Lighting & Cable Replacement

Proposed Motion:

Move City Council award Job Order Project Agreement No. AI2403.401 to DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2403.401, for the Taxiway C Lighting & Cable Replacement, in an amount not to exceed \$495,479.

Background/Discussion:

In 2023, an Airport contractor identified performance issues with the electrical system on Taxiway C during a maintenance evaluation. Taxiway C is the southernmost taxiway at the Chandler Municipal Airport and is parallel to Runway 4R-22L (South Runway). Several significant issues were discovered that impact the consistent operation of the lighting system, mostly attributed to the age and wear of the components. Because the issues required urgent attention and the project was not included in the Airport Capital Improvement Plan (ACIP), on January 25, 2024, City Council approved the transfer of savings from the Airport's Annual Pavement Maintenance Management Program to support this project.

This project addresses malfunctioning cable and lighting servicing Taxiway C and associated taxiway connectors H, L, N, P, and Q. The project scope of work will replace the entire 5kV airfield lighting cable comprising the Taxiway C circuit, remove the existing taxiway edge lights and isolation transformers, and install new

LED Medium Intensity Taxiway Lights (MITLs) and isolation transformers.

The agreement completion time is 60 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.

Financial Implications:

Funding is available from the Airport Operating Fund.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
635.4110.6910.0000.6A1767	Airport Operating Fund	Taxiway C Electrical & Lighting	\$495,479	Y

Attachments

Contract
Location Map



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

TAXIWAY C LIGHTING & CABLE REPLACEMENT

**Project No. AI2403.401
Council Date: May 23, 2024**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this ____ day of _____ 202____ ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **DNG Construction, LLC**, an Arizona limited liability company, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2403.401 ("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 February 16, 2024, 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 for construction services as more fully described in Article 1 and **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 **TAXIWAY C LIGHTING & CABLE REPLACEMENT**, Project Number **AI2403.401**. The scope of work consists of replacement of the malfunctioning cable and lighting servicing taxiway C, 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 Agreement provisions, unless issued in writing, as a Agreement 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 **\$495,479** 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. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **60** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

The following parties serve in the capacity below for this Job Order Project.

CITY:	Construction Project Manager: Raymond Potts	
	Phone:	480-782-3326
	Email:	raymond.potts@chandleraz.gov
JOC CONTRACTOR:	DNG Construction, LLC	
	3933 E. La Salle Street, Phoenix, AZ 85040	
	JOC Contractor Representative: Dominic DeMark	
	Phone:	480-361-9137
	Email:	ddemark@dngllc.com

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney *DNB*

ATTEST:

City Clerk Seal

**"JOC CONTRACTOR"
DNG CONSTRUCTION, LLC**

[Signature]

Signature

4/15/24

Date

Dominic DeMark

Print Name

President

Title

ddemark@dngllc.com

Signer Email Address

EXHIBIT A

SCOPE OF WORK

EXHIBIT "A"

**JOB ORDER COST PROPOSAL
COVER SHEET
AI2403: TWY C Lighting Improvements**

04/04/24

Raymond Potts
Construction/Design Project Manager
City of Chandler/Public Works & Utilities

Dear Raymond,

DNG Construction, LLC submits our proposal for the TWY C Lighting Improvements.

Our proposal includes removing and salvage of taxiway lights and return to the owner. We will furnish and install new taxiway edge lights along with new rack arms and cabling. (14) new breakers will be provided during the construction phase.

Our proposal includes general conditions, overhead & fee, sales tax and insurances and all related constructions costs. Our total proposal amount is **\$495,475** which includes \$45,000 in owners allowance and our project fee is **\$7,432**. We anticipate the project to last about **4 weeks**.

Please let us know if you have any concerns or comments relating to our proposal and look forward to commencing work.

Sincerley,



Dominic DeMark
President

EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"

JOB ORDER COST PROPOSAL SUMMARY SHEET AI2403: TWY C Lighting Improvements

Negotiated Prices		
Price of Subcontractor(s)	\$	367,708
Price of Subconsultant(s)	\$	-
General Conditions	\$	11,375
Preconstruction Labor (if applicable)	\$	-
Construction Labor (if applicable)	\$	-
SUBTOTAL (NEGOTIATED PRICES):		\$ 379,083
Overhead and Profit (Coefficient per Job Order Master Agreement)	9%	\$ 34,118
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$ 413,201
Insurance, Bonds, & Taxes		
Sales Tax, Material Only (Current Tax Rate)	ENTER TAX % HERE: 5.07%	\$ 21,737
General Liability Insurance Percentage (Actual Cost per Job Order)		\$ 5,631
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		\$ 2,477
Payment Bond (Actual Cost per Job Order)		\$ 3,716
Performance Bond (Actual Cost per Job Order)		\$ 3,716
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 37,278
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$ 450,479
City's Allowance		\$ 45,000
TOTAL JOB ORDER:		\$ 495,479

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.

GENERAL REQUIREMENTS ESTIMATE

PROJECT:
DATE 3/6/2024

PREP. BY: DD
CHK'D BY:

PROJECT SCHEDULE
MONTHS
WEEKS

<u>LABOR</u>		QTY.	UNITS	UNIT COST	TOTAL COST
PROJECT MANAGER	Precon/Site visits/Estimating	32	HRLY \$	102.50	\$ 3,280.00
PROJECT SUPERINTENDENT	Field/site work	80	HRLY \$	95.25	\$ 7,620.00
PROJECT ENGINEER		0	HRLY \$	76.50	\$ -
ESTIMATOR		0	HRLY \$	98.75	\$ -
LABORER		0	HRLY \$	42.25	\$ -
<u>DIRECT COSTS</u>					
BUILDING PERMIT		0	LS \$	-	\$ -
BLUEPRINTS, COPIES AND REPRODUCTION		0	SETS \$	-	\$ -
MATERIAL AND SOILS TESTING		0	LS \$	-	\$ -
PROJECT STORAGE TRAILER		0	MONTHS \$	-	\$ -
FIELD OFFICE SET-UP / REMOVAL		0	EA \$	-	\$ -
TEMPORARY TOILETS / SANITARY FACILITIES		1	MONTHS \$	475.00	\$ 475.00
TEMPORARY POWER		0	MONTHS \$	-	\$ -
PROJECT SECURITY / WATCHMAN		0	WKS \$	-	\$ -
TEMPORARY FENCING		0	LF \$	-	\$ -
PRIVATE LOCATOR- CAMERA DRAIN		0	EA \$	1,500.00	\$ -
DUST CONTROL / PALLIATION		0	MONTHS \$	-	\$ -
SWPPP BMP'S		0	LF \$	-	\$ -
TEMPORARY HEAT		0	MONTHS \$	-	\$ -
PROJECT SIGNAGE AND BARRICADES		0	LS \$	-	\$ -
FIRE PROTECTION AND SAFETY SUPPLIES		0	MONTHS \$	-	\$ -
PROGRESSIVE CLEAN UP		0	MHRS \$	-	\$ -
TEMP PROTECTION MATERIALS AND SUPPLIES		0	LS \$	425.00	\$ -
FINAL CLEANING		0	LS \$	1,500.00	\$ -
TRASH DISPOSAL		0	TRIPS \$	475.00	\$ -
CLOSE OUTS, AS-BUILTS		0	EA \$	-	\$ -
MISC. SMALL TOOLS AND SUPPLIES		0	LS \$	-	\$ -
EQUIPMENT / TOOL RENTAL		0	LS \$	-	\$ -
EQUIPMENT FUEL		0	MONTHS \$	-	\$ -
TOTAL GENERAL REQUIREMENTS					\$ 11,375.00

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 Agreement 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 Agreement with the Obligee, dated the _____ day of _____, 20__ for construction of **TAXIWAY C LIGHTING & CABLE REPLACEMENT, AI2403.401** which Agreement 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 Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement 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 Agreement.

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

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 Agreement 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 Agreement with the Obligee, dated the _____ day of _____, 20__ for construction of **TAXIWAY C LIGHTING & CABLE REPLACEMENT, AI2403.401** which Amendment 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 Agreement, 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 Agreement.

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 E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **TAXIWAY C LIGHTING & CABLE REPLACEMENT**

Project No.: **AI2403.401**

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 consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the Agreement, 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: **TAXIWAY C LIGHTING & CABLE REPLACEMENT**

Project No.: **AI2403.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **AI2403.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.

(Date)

FIRM NAME: _____

PRINCIPAL: _____

(Name)

(Signature)

(Title) DATE: _____

(Title)

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

(Signature)

DATE: _____

(Firm Name)

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature)

DATE: _____

(Dept. /Div.)

(Dept. /Div.)

Date of Final Walk-Through

Date As-Built Received

City As-Built Number

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the JOC Contractor and their subcontractors, and do not apply to the Agreement between the JOC Contractor and the City.



**RURAL
ELECTRIC**

BUILDING POWERFUL CONNECTIONS

9502 East Main Street
Mesa, AZ 85207

Licensed Contractor
ISO 9001:2015 Registered

Office (480) 986-1488
Fax (480) 984-0319

To:	City of Chandler	Contact:	Raymond Potts
Address:	2380 South Stinson Way Chandler, AZ 85249	Phone:	(480) 782-3544
		Fax:	(480) 782-3541
Project Name:	101 Chandler Airport TW C Lighting Imp.	Bid Number:	
Project Location:		Bid Date:	2/7/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001	Taxiway C Lighting Improvements	1.00	LS	\$367,708.40	\$367,708.40
Total Price for above Items:					\$367,708.40

Total Bid Price: \$367,708.40

Notes:

- AZ LICENSE #075367 & 074573
- **Scope of Work Includes:**
 - Provide and maintain low profile barricades and sign covers as noted on phasing plans.
 - Furnish and install (1) Project Sign per City Of Chandler requirements.

~ Phase 1 Duration per plan is 14 days

- Remove and salvage existing taxi way edge lights and return to owner. Base cans to remain.
- Remove existing conductor back to adjacent fixture or handhole.
- Furnish and install new L-861T taxiway edge lights on existing base can along Taxiway C.
- Furnish and install 1/C #8-5kV in existing conduit.
- Furnish and install 2/C #8-5kV in existing conduit.
- Install new rack arms in existing handholes. Clean out bottom of handholes.
- Remove and replace existing isolation transformers from existing sign base.
- Furnish and install new L-861T edge lights on existing base can along Helipad.

~ Phase 2 Duration per plan is 7 days

- Remove existing conductor back to airfield lighting vault as noted. Conduit to remain.
- Install new rack arms in existing handholes. Clean out bottom of handholes.
- Furnish and install 2/C #8-5kV cable in existing conduit.

Spec Sections:

- CHD TW C Lighting Improvements - Final Specifications

Plan Sheets:

- CHD TW C Lighting Improvements - Final Plans (11x17)

Excludes:

- Taxes, permits, fees or allowances
- Utility company permits, fees or allowances
- Any/all excavation and backfill
- The removal of all the underground structures (i.e., conduits, duct banks, concrete boxes, concrete bases, and foundations) is by others
- Sawcutting, removal or patching of asphalt or concrete
- Finished grading
- Engineering, design, surveying, and staking for line and / or grade are excluded. Elevations must be provided where required
- Spoils from trench or excavation work will be placed trench side to be removed or spread by others. All concrete and asphalt removal and disposal by others
- Dumpsters or Haul-off
- Bonding is NOT included in these bid amounts. If a bond is requested, it will be billed outside the contract value and will become due and payable immediately upon presentation of bond. Our bond rate for this project is 1.45%.

- For Demolition and Salvage our work will be limited to the disconnection and removal of all salvageable electrical materials only (i.e., light fixtures, signs, transformers, wire, etc.). The removal of all the underground structures (i.e., conduits, duct banks, concrete boxes, concrete bases, and foundations) is by others.
- All Division 1 requirements are to be furnished by the Prime Contractor or others. This includes but is not limited to preparation of construction schedules, contractor quality control program, QA and QC testing, temporary construction trailers or facilities, construction lighting and power, maintenance of site access, site dust control, temporary site environmental protection, permits and/ or fees, and builders-risk or all risk insurance policies.
- Where the electrical drawings and electrical specifications conflict with other contract documents, our pricing is based on the electrical drawings.
- Rural Electric is not responsible for unmarked landscaping facilities.
- Prices quoted herein are those in effect today, and are predicated on immediate release for manufacture and shipment. These prices are subject to adjustment for changes in the base price of commodity items such as: Copper, Steel, Lead, Aluminum, or Resins), which may occur between the date of quotation and the date(s) shipments are made.
- Our Quote is valid for 30 days
- Rural shall not be liable for any losses, damages or delays due to causes beyond our reasonable control, including without limitations, acts of God, epidemics, extreme weather events, fire, delays by others, or any acts, conduct, or omission from unrelated third-parties outside of our direct control
- Liquidated damages (if applicable) shall be limited to the proportion of our subcontract to the General Contract.
- Retention shall be reduced by 50% upon substantial completion and released once beneficial occupancy or final acceptance has been received.
- If a subcontract payment bond is requested of Rural, then providing monthly lien releases shall not be a condition precedent for payment and all payment will be made to Rural as single party checks.

Payment Terms:

Net payment is expected within 30 days.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Rural Electric, Inc.

Authorized Signature: _____

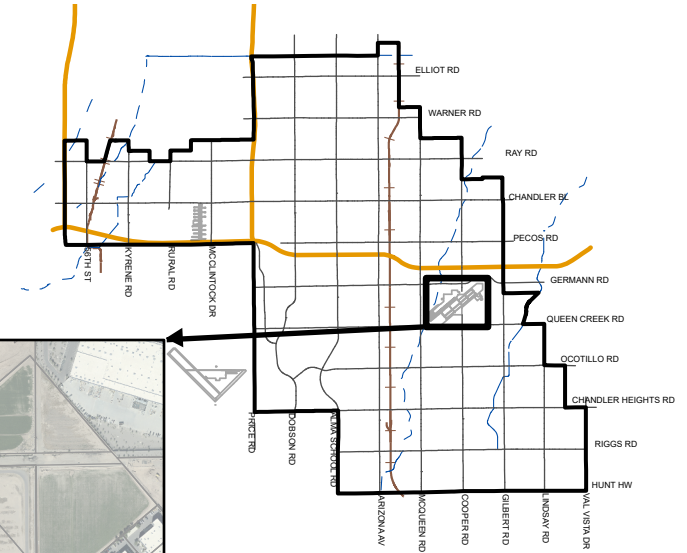
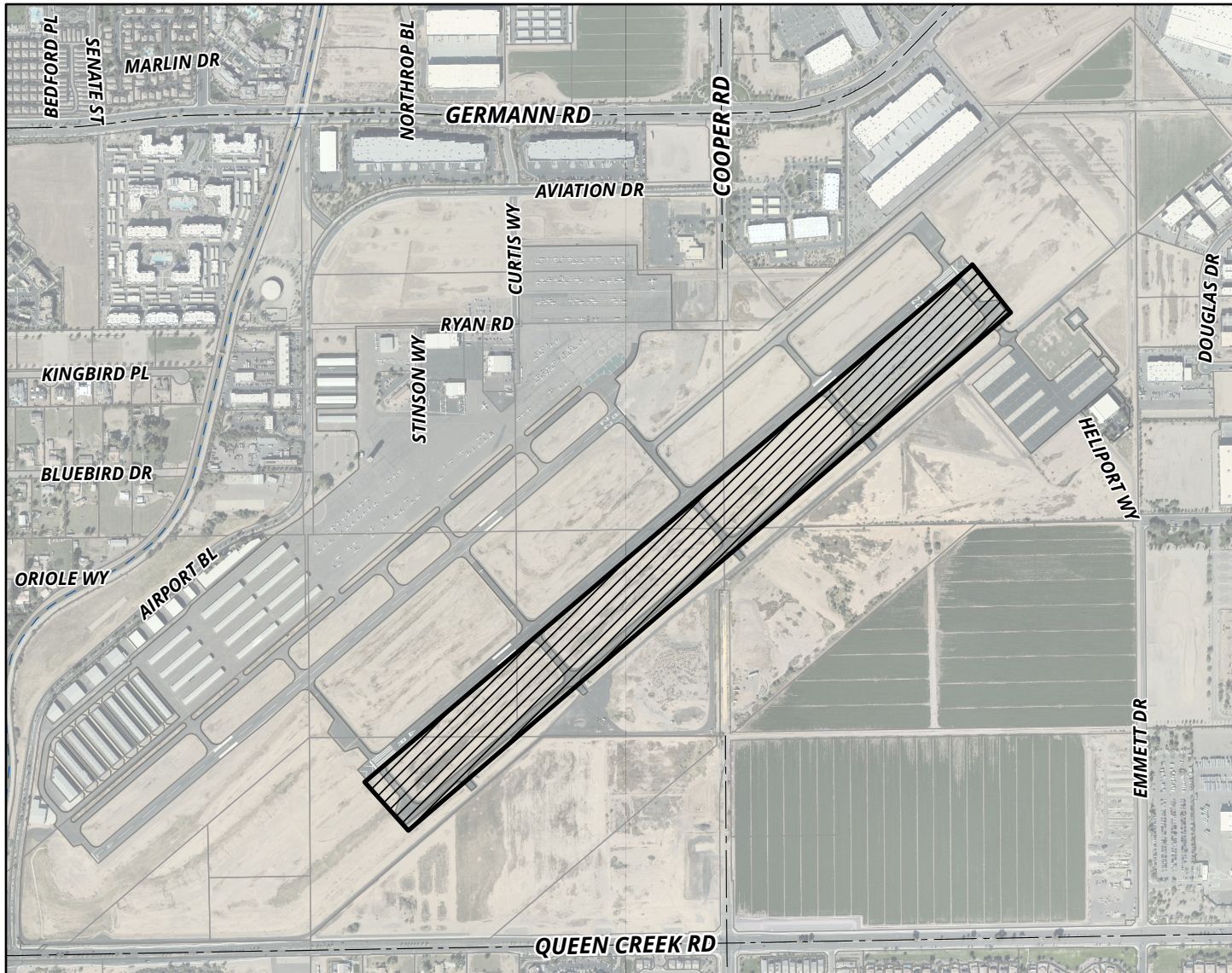
Estimator: Daniel Ross

danielr@ruralelectric.com

EXHIBIT H

BUILDERS RISK INSURANCE

TAXIWAY C LIGHTING AND CABLE REPLACEMENT PROJECT NO. AI2403.401



MEMO NO. CP24-120

 PROJECT SITE



City Council Memorandum City Clerk's Office Memo No.

Date: May 23, 2024
To: Mayor and Council
From: Dana DeLong, City Clerk
Subject: Approval of Minutes

Proposed Motion:

Move City Council approve the Council meeting minutes of the Special Meeting - Council Retreat of April 29, 2024; the Study Session of May 6, 2024; the Work Session of May 9, 2024; and the Regular Meeting of May 9, 2024.

Attachments

Minutes of the Special Meeting - Council Retreat held on April 29, 2024
Minutes of the Study Session held on May 6, 2024
Minutes of the Work Session held on May 9, 2024
Minutes of the Regular Meeting held on May 9, 2024

Meeting Minutes

City Council Special Meeting

April 29, 2024 | 10:15 a.m.

Chandler Museum

300 S. Chandler Village Dr., Chandler, AZ



Call to Order

The meeting was called to order by Mayor Kevin Hartke at 10:40 a.m.

Roll Call

Council Attendance

Mayor Kevin Hartke

Vice Mayor OD Harris

Councilmember Angel Encinas

Councilmember Christine Ellis

Councilmember Mark Stewart

Councilmember Matt Orlando

Councilmember Jane Poston

Appointee Attendance

Joshua Wright, City Manager

Kelly Schwab, City Attorney

Dana DeLong, City Clerk

Staff in Attendance

Tadd Wille, Assistant City Manager

Dawn Lang, Deputy City Manager / CFO

Andy Bass, Deputy City Manager

Matt Burdick, Communications & Public Affairs Director

Alexis Apodaca, Mayor and Council Public Affairs Senior Manager

Kevin Mayo, Planning Administrator

Lauren Schumann, Principal Planner

David De La Torre, Planning Manager

Eric Bailey, Bailey Strategic Innovation Group

Ryan Myers Bailey Strategic Innovation Group

Welcome

ERIC BAILEY, Bailey Strategic Innovation Group provided introductions with RYAN MYERS, and presented the following sections.

Check In & Conversation

Welcome & Prepping for the Day

Principles of Human Understanding

Discussion

1. Strategic Framework Action Plan Progress, to include General Plan Update and Funding Capital Improvement Program

Strategic Framework Action Plan Progress

JOSHUA WRIGHT, City Manager, presented about the strategic framework.

COUNCILMEMBER ORLANDO asked about the electric vehicle charging study and the plan moving forward.

MR. WRIGHT said Chandler had received some grant money to put in charging stations. The city has internal electric vehicles to examine, and outwardly how the public's electric vehicle needs are served.

COUNCILMEMBER ORLANDO asked about a timeline for the research.

MR. WRIGHT answered that it is in progress and hoped to have more of an answer in a year or less.

COUNCILMEMBER STEWART asked if this is a core competency that Chandler should pursue.

MR. WRIGHT answered that this is the question at hand. Chandler has encouraged developers to implement electric vehicle charging in new developments.

COUNCILMEMBER STEWART said the city may act more as a facilitator.

COUNCILMEMBER ORLANDO remarked that other municipalities have planned electric vehicle charging.

MAYOR HARTKE commented that the idea has not progressed regionally.

MR. WRIGHT said some organizations have done studies, but there has not been a lot of action coming out of regional organizations.

VICE MAYOR HARRIS noted that Chandler addressed the need for electric vehicle charging stations by encouraging developers to include them in new developments. The city can identify locations for electric vehicle charging and encourage private partners to act.

MAYOR HARTKE said that other municipalities have reevaluated the priority of electric vehicle charging.

COUNCILMEMBER POSTON asked if the need is for Chandler to act as a partner with the private sector to acquire grants. Community leaders in business set the standards of industry.

COUNCILMEMBER ELLIS asked about the results of SRP study.

MR. WRIGHT said the main driver behind the SRP conducted study was to encourage SRP business. Before making a decision, staff will conduct more balanced studies.

MAYOR HARTKE requested to follow up on this topic.

VICE MAYOR HARRIS said that we need to look into a regional perspective.

MAYOR HARTKE noted that we have been able to stay focused with completing 84% of items related to the strategic plan. Mayor Hartke asked if there are any things within the strategic plan that we have missed.

VICE MAYOR HARRIS said that there should be more focused work in the sustainability and technology section.

COUNCILMEMBER POSTON asked to discuss a comprehensive housing plan at a Council subcommittee meeting to address neighborhood and workforce needs.

MAYOR HARTKE said it is appropriate to discuss now, as we are reinvestigating items decided upon last year with the focus areas.

COUNCILMEMBER POSTON said staff is looking into creative problem solving within this area.

COUNCILMEMBER ELLIS asked what specifically is being investigated.

COUNCILMEMBER POSTON said workforce housing, affordable housing, multifamily housing and more would be researched with a presentation from staff for Council to give guidance in priorities. Having a plan would streamline any plans on housing and neighborhood goals in Chandler.

COUNCILMEMBER ELLIS said having a plan would help develop responses.

COUNCILMEMBER POSTON added we should investigate the tools and data to make solid decisions.

COUNCILMEMBER ELLIS said the sector is driven by builders.

MAYOR HARTKE thanked Council for their ideas, and more discussion will be had later.

General Plan Update

LAUREN SCHUMANN, Principal Planner, presented the following presentation.

- General Plan Update 2026
- General Plan Update Overview
- What is a General Plan
- Hierarchy of Plans
- Broad Policy – More Specific Policy
- More Specific Policy – Detailed Regulation
- What is a General Plan?
- What is the General Plan? 17 Elements required by state law
- 2026 Potential Focus Areas
- Why Update the General Plan?

MAYOR HARTKE asked how much open land remains.

MS. SCHUMANN said 7% vacant land has not been zoned.

COUNCILMEMBER ELLIS asked how much land is remaining.

MS. SCHUMANN said 7% vacant land has not been zoned. 3% is envisioned for residential, with the remaining set for employment.

COUNCILMEMBER ORLANDO asked what remains of county land.

MR. DE LA TORRE said some county islands anticipating annexation are included.

VICE MAYOR HARRIS asked for a map of county islands to determine where these remaining spots are.

MS. SCHUMANN said that information will be provided.

MS. SCHUMANN continued the presentation.

- City Council's Role in the General Plan Update?

MAYOR HARTKE said we are looking for community leaders to appoint as Citizens Advisory Committee members to be involved with the General Plan Update.

MS. SCHUMANN continued the presentation.

- General Plan Process
- General Plan Process (cont)
- General Plan Process (cont)

- Questions

MAYOR HARTKE asked if the primary election in 2026 is moved by state law.

MS. DELONG said the current bill only affected the 2024 primary election; the date of the 2026 primary election is still the first Tuesday in August.

COUNCILMEMBER ELLIS asked for one-on-one presentations for councilmembers. It is key to have information to communicate with residents.

MS. SCHUMANN said any opportunity to take public comment is encouraged.

COUNCILMEMBER ORLANDO asked about the conservation and energy section in the General Plan.

MS. SCHUMANN said ensuring we are a healthy city is essential.

MR. DE LA TORRE said the state requires certain parts to be included in the General Plan.

COUNCILMEMBER ORLANDO asked how to define conservation of energy.

MS. SCHWAB listed the state definition of conservation of energy as it pertains to the General Plan as 1. A conservation element for the conservation, development and utilization of natural resources, including forests, soils, rivers and other waters, harbors, fisheries, wildlife, minerals and other natural resources. The conservation element may also cover: (a) The reclamation of land. (b) Flood control. (c) Prevention and control of the pollution of streams and other waters. (d) Regulation of the use of land in stream channels and other areas required for the accomplishment of the conservation plan. (e) Prevention, control and correction of the erosion of soils, beaches and shores. (f) Protection of watersheds.

MAYOR HARTKE mentioned redevelopment would be a part of this.

Funding Capital Improvement Program

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

- Strategic Framework – Capital Needs in All Areas
- GO Bond Authorization History and Shortfall

COUNCILMEMBER ORLANDO said there is a large cost for some of these CIP plans and asked about the \$30 million price in the Police Department section.

MS. LANG said the \$30 million associated with Police Department is for the planned forensic facility.

COUNCILMEMBER ORLANDO said the plan for the forensic facility is still in development.

MS. LANG said this is built on the assumption of what is in the ten-year CIP plan.

COUNCILMEMBER ORLANDO said there still may be changes depending on what Council decides.

MS. LANG agreed and added that other department CIP projects still have significant shortfalls in ten-year plans.

COUNCILMEMBER ORLANDO shared concern with costly items in planning and development before pursuing a bond election.

COUNCILMEMBER ELLIS mentioned Council needs to consider this because it is already in the plan.

MS. LANG said the subject is up for discussion, but the plan is balanced with different funding methods.

MAYOR HARTKE said this is based on the scenario of what we have agreed upon with our CIP. There are moving parts, but the city will run out of funding based on the existing plan without additional bond funding.

MS. LANG continued the presentation.

- GO Bond Authorization Project Drivers
- GO Bond Projects Additional Bond Authorization Needs
- Capital Project Funding Needs
- Capital Project Long-term Funding
- Capital Project Funding Methods (GO)
- Capital Project Funding Methods (ETRO)

MAYOR HARTKE asked if expansion is paid for by TPT increases or sales tax.

MS. LANG said that is correct, the revenues would not be available for General Fund, they would be dedicated to pay the debt for the whole time.

COUNCILMEMBER ORLANDO asked if streets could be dedicated as an excise tax obligation.

MS. LANG said yes.

COUNCILMEMBER ORLANDO asked if it is regular sales tax.

MS. LANG said the type of bond does not require voter approval, if the city is significantly backed, the debt service is a direct expense that pays that debt. In case revenues are not enough, that is what that is for. A revenue is needed to pay the expense for any project. Enterprise funds are driven by sale of goods or services.

COUNCILMEMBER POSTON asked where ETRO bonds are used.

MS. LANG said ETRO bonds are currently only used in water and wastewater projects.

MAYOR HARTKE said that these sources are discussed every other year in rate increase discussions.

MS. LANG continued the presentation.

- Capital Project Funding Methods (Revenue Bond)
- Capital Project Funding Methods (Cash)

MAYOR HARTKE said an example of the cash bond was the airport cleanup fund.

MS. LANG said that was correct, the uninsured liability fund contribution was funded by long-term saved cash.

MS. LANG continued the presentation.

- Other Considerations

VICE MAYOR HARRIS noted that taxes should not be increased to achieve funding for bond funded projects.

MAYOR HARTKE said Chandler has had success with bonds in the past. Bonding sets capacity for projects.

COUNCILMEMBER ELLIS said the numbers were aggressive.

VICE MAYOR HARRIS said in discussion with residents, they understand bond elections to responsibly fund important infrastructure.

MS. LANG continued the presentation.

- Previous Bond Election Committee
- Previous Bond Election Results
- Bond Exploratory Sample Committee Timeline

MAYOR HARTKE asked if the General Plan and bond citizen subcommittees would overlap.

MS. LANG said for this expected timeline, there would not be a lot of overlap. Differences in voter expectations helped Chandler pass the bond election.

MR. WRIGHT said studies conducted around the time of the 2021 bond election helped give insight on how best to communicate with voters.

COUNCILMEMBER ELLIS mentioned voter trust was a significant part of the successful passage of bond authorization.

MAYOR HARTKE added that the residents give great feedback.

COUNCILMEMBER STEWART noted that committee members help garner trust and marketing for bond election.

MS. LANG continued the presentation.

- Bond Election Sample Process

COUNCILMEMBER ORLANDO asked about the possibility of one-time dollars remaining over the next five years that could be used to cover the gap, or contingency fund.

MS LANG said we have investigated the one-time funding reserve policy. The reserve policy is four times the operating revenues in General Fund. The amount appropriating to spend is part of the amount. The fund balance we are required to keep. If the appropriation is reduced, we are not able to utilize it.

COUNCILMEMBER ORLANDO said if we can reduce the appropriation, Council can make the change. It is a great opportunity to see if funding can be applied from one-time dollars rather than focus on bond authorization.

COUNCILMEMBER STEWART said this does not accrue from a new start every year, the same dedicated balance carries forward every year.

COUNCILMEMBER ORLANDO requested more information on how the fund balance for CIP projects are affected by financial policy.

MAYOR HARTKE said Chandler has high standards for financial policies and would not want to change anything without understanding the effects it may have.

COUNCILMEMBER ELLIS asked what each funding source is.

MS. LANG explained in the revenue fund, over 50% of the revenue is from transaction privilege taxes, 30% is from state shared revenue, and the remainder is comprised from charges, fees, and interest income.

COUNCILMEMBER ELLIS asked how these funds are returned to the community.

MS. LANG said when investing in the community, idle funds are invested which goes into interest income into general fund as one revenue stream. The options to use these funds are to pay debt service cost or pay the difference.

MAYOR HARTKE asked if there is a consensus.

COUNCILMEMBER STEWART said staff does a good job of informing the community when it comes time to issues like bond authorization, and asked how much more is needed to cover costs remaining.

MS. LANG said it depends on tax rate which is decided by Mayor and Council. The ten-year plan is supported by the rate collected today. The question is dependent on input about projects that could increase the secondary tax rate.

COUNCILMEMBER STEWART summarized the need is to complete the projects as listed in the current ten-year plan.

MS. LANG agreed.

MAYOR HARTKE said if a new ten-year plan was started today, we would start behind set plans.

MS. LANG said the previous bond committee started with projects in 2020 to anticipate needs. Each committee looked at what could wait on projects. Their input led to priorities created for funding.

COUNCILMEMBER POSTON asked if the bond committee is made aware of when forecasted projects will occur.

MAYOR HARTKE said no.

COUNCILMEMBER POSTON said there is some flexibility in moving out project start dates. The projects may not be complete in the year originally anticipated. The economy is not the same as it was a couple years ago, this can allow for greater adjustment.

MAYOR HARTKE shared concerns that the decision to push projects is more about pushing out different phases of projects, rather than delaying the start of a whole project.

COUNCILMEMBER POSTON said that could be the messaging to residents in an election.

VICE MAYOR HARRIS stated the conversation about funding needs to be addressed with the community. Focusing on the core projects is the goal.

MS. LANG said if bonds are not sold, the secondary property tax rate must be used for debt service or returned. A revenue stream is needed for the projects.

MAYOR HARTKE said there is a need to appropriate bond money to spend bond funds for projects.

MS. LANG said after lowering the secondary property tax, it is difficult to ask to raise the level of the tax afterwards.

COUNCILMEMBER ENCINAS said going back out for bond projects so quickly after the last election is troublesome. Residents may understand the need to push out project timelines due to high costs.

VICE MAYOR HARRIS said that projects started need to be completed.

COUNCILMEMBER STEWART said communication with residents on why a delay may occur would be essential.

MAYOR HARTKE said more information on bonds will be forthcoming.

2. Review and Reaffirm Council Rules and Procedures

COUNCILMEMBER ORLANDO mentioned recent citizen requests for citizen participation at study sessions and subcommittee meetings.

COUNCILMEMBER ELLIS said citizens are requesting the chance for discussion at study sessions and subcommittee meetings. Our residents have access to councilmembers. It is hard to manage orderly open discussion in a council meeting environment, but it is key to facilitating civil conversations with residents.

MS. SCHWAB said Council has discretion to manage public comment at Council meetings. Resident discussion is limited to what items are listed on the agenda, or presentation during unscheduled public appearance which does not allow for discussion. Many municipalities have similar rules and procedures regarding public comment, but it is up to Council.

VICE MAYOR HARRIS said that this could be difficult regarding subcommittee meeting items. This could involve a presiding officer over a subcommittee meeting. It would depend on future councils.

COUNCILMEMBER ENCINAS said getting resident input within the bounds of the law is important. Providing structure and process would facilitate better discussion.

MAYOR HARTKE said public input is invited at Council meetings when decisions are being made. Council does not vote at subcommittee or work session meetings, but gives direction to staff.

COUNCILMEMBER ELLIS asked about boundaries around speech.

COUNCILMEMBER ENCINAS suggested different solutions for speakers at Council subcommittees and work sessions.

COUNCILMEMBER ELLIS said the process requires speakers to sign up to speak at a regular Council meeting.

COUNCILMEMBER ORLANDO gave an example of allowing a speaker to simply comment at a meeting.

VICE MAYOR HARRIS said some of these meetings do not have decisions involved.

COUNCILMEMBER POSTON said getting input from residents earlier in some plans would be a benefit.

VICE MAYOR HARRIS said staff can check in with residents to gather feedback to bring to a subcommittee meeting.

COUNCILMEMBER ELLIS said comments should be allowable.

VICE MAYOR HARRIS said previous requests were for dialogue.

COUNCILMEMBER STEWART said the need is to unpack accessibility and transparency for residents. When it comes down to deciding, the public wants input before the vote is complete. Having a three-minute time limit or otherwise is up to Mayor and Council. Communicating where Council is in the process would help people address their concerns to Council.

COUNCILMEMBER ORLANDO requested to give direction to move forward.

VICE MAYOR HARRIS said this is an important conversation, and requested more information about how other municipalities handle this topic.

MAYOR HARTKE requested more information.

COUNCILMEMBER POSTON requested a review of the process for Council to see board and commission applications prior to Council vote for appointment.

MAYOR HARTKE asked to clarify if Council would like to see all applicants or those being appointed.

COUNCILMEMBER POSTON said those being appointed.

MAYOR HARTKE said Council's recommendations are considered when making appointments to boards and commissions.

COUNCILMEMBER POSTON asked for information on the applicants that other councilmembers have recommended.

VICE MAYOR HARRIS reviewed the use of staff time in the Rules and Procedures. It is difficult to accomplish personal initiatives with limited use of staff time. Each councilmember works on their own goals. The four-hour limitation should be reexamined.

COUNCILMEMBER ORLANDO asked for an example of the use of staff time.

VICE MAYOR HARRIS said the issue lies in the description of time used and resources available and knowing what staff to follow up with.

MAYOR HARTKE mentioned the consideration of gathering multiple councilmembers to work on a project versus a single councilmember's initiative.

COUNCILMEMBER STEWART mentioned that ideas start at an individual level but grow to involve the whole Council to act on behalf of the vision and mission plan.

COUNCILMEMBER ELLIS asked to pursue training for board and commission members and reports from boards and commissions.

VICE MAYOR HARRIS added that it would be great to have introductions for board and commission members.

MAYOR HARTKE clarified if the intent was to invite board and commission members to the meeting where they are appointed.

VICE MAYOR HARRIS said yes and mentioned that Mayor could conduct the oath of office.

MAYOR HARTKE said it is currently conducted on an individual basis. An event could be held, but the oath of office is completed on their own schedule. Generating more interaction with board and commission members is a new focus.

COUNCILMEMBER ORLANDO requested the continuance of current board and commission appointment practice of advanced communication with councilmembers.

COUNCILMEMBER ELLIS mentioned the three-councilmember requirement for discretionary budget amendments is challenging due to competing priorities. More guidelines around discretionary budget amendments would benefit councilmembers.

MAYOR HARTKE said that it may come down to a vote if there is a high demand for Council discretionary budget amendments.

MAYOR HARTKE suggested the idea of it taking multiple councilmembers to suggest an item to be added to the agenda. Currently one councilmember can suggest adding any item to the agenda.

COUNCILMEMBER POSTON said the Council discretionary budget amendments was to foster conversation but lacked collaboration.

VICE MAYOR HARRIS requested less of a presentation and more of a back-and-forth conversation with directors about discretionary budget amendments.

MAYOR HARTKE said it takes two councilmembers to raise a budget amendment.

MR. WRIGHT said the current policy for budget amendments is to suggest items based on unfunded departmental needs or needs within the community.

MAYOR HARTKE noted Council should present ideas and requests to directors in a written format, not presented in a phone call so that staff can interpret requests appropriately.

COUNCILMEMBER ELLIS said it depends how an idea is passed on to staff.

MAYOR HARTKE suggested written memos from Council for clarity.

COUNCILMEMBER STEWART said Council budget amendments are intended to fund anything that was missed in the budget. Staff has directives by the strategic plan. Special requests from Council may take away time from the strategic plan and core competencies.

MAYOR HARTKE said the Council Rules and Procedures and the strategic framework are intended to set an outline for both staff and Council.

COUNCILMEMBER POSTON asked if there are priorities set within unfunded departmental needs in the discretionary budget amendment process.

MR. WRIGHT said a list of all is provided to Council.

COUNCILMEMBER STEWART said the needs vary.

3. Review, Reaffirm, and Revise Strategic Framework

Direction and Purpose

Focus Areas and Goals

Economic Vitality

MS. SCHWAB discussed expanding infill and development, diversification, housing strategic plan and developing and maintaining City rights.

Sustainability and Technology

VICE MAYOR HARRIS discussed following through on the comprehensive plan already developed, continuing to pursue grants, and keeping electric vehicle items to private sector.

Quality of Life

COUNCILMEMBER STEWART discussed noise abatement, volunteerism, researching needs to improve quality of life, buildings relationships with the healthcare industry, and increasing the variety of Break Time classes.

MAYOR HARTKE asked if there is any prohibition related to engine braking for noise abatement.

MS. SCHWAB said there is a prohibition on engine braking, but it is hard to enforce as it is related to safety.

MAYOR HARTKE said there is a gap in our zoning code when it comes to noise and visual buffers.

Connectivity

Meeting Minutes

City Council Study Session

May 6, 2024 | 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 OD Harris
Councilmember Angel Encinas
Councilmember Christine Ellis
*Councilmember Mark Stewart
Councilmember Matt Orlando
*Councilmember Jane Poston

Appointee Attendance

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

*Councilmember Mark Stewart and *Councilmember Jane Poston attended telephonically.

Scheduled Public Appearances

MAYOR HARTKE invited Councilmember Ellis to join him for the recognitions.

1. Service Recognitions

Randle Meeker – 30 Years, Police
Nancy Martinez – 20 Years, Police

2. Proclamation - Water Safety Month

MAYOR HARTKE read the proclamation and invited Carlos Vargas, Fire Battalion, Jessica Chamberlain, Recreation Supervisor, and Noah Dueker, Police Officer, to accept.

3. Recognition - Water Festival Sponsors

MAYOR HARTKE invited Tiffany Yand, Water Conservation Coordinator, to present awards to Water Festival Sponsors.

MS. YAND recognized Kevin Miller, Aaron Alke, Jessice Eyrich from Matrix; Brindha Dhanasekaran, Daniela Panfil from Hazen; Karla Richards from Brown & Caldwell; Raymond Torrejon, Josh Tomita, Nico Swart, Seth Richards from PCL Construction; and Damian Glaze from Kitchell.

Consent Agenda and Discussion

City Clerk

1. Approval of Minutes
Move City Council approve the Council meeting minutes of the Special Meeting - Budget Workshop #3 of March 21, 2024; the Work Session of April 4, 2024; the Work Session of April 15, 2024; the Study Session of April 15, 2024; and the Regular Meeting of April 18, 2024.
2. Board and Commission Member Appointments
Move City Council approve the Board and Commission appointments as recommended.

City Manager

3. Resolution No. 5802, Authorizing a Grant Application for and Acceptance of Grant Funds from the SS4A Federal Grant Program
Move City Council pass and adopt Resolution No. 5802, authorizing a grant application for and acceptance of grant funds from the SS4A federal grant program in the amount of \$800,000.
4. Agreement No. CM2-556-4450, Amendment No. 1, for Micro Transit Services, with River North Transit, LLC
Move City Council approve Agreement No. CM2-556-4450, Amendment No. 1, with River North Transit, LLC, for micro transit services, in an amount not to exceed \$1,292,000, for a one-year period, July 1, 2024, through June 30, 2025.
5. Fiscal Year (FY) 2023-24 Budget Amendment from Ongoing Council Contingency
Move City Council approve an ongoing budget amendment for the remaining \$4,000 in the FY 2023-24 Council Contingency for League of Arizona Cities and Towns annual conference registration for City Council, and authorize staff to transfer appropriation from the Non-Departmental Council Contingency account to the Mayor and Council cost center.

Community Services

6. Purchase of Turf Renovation, Removal, Preparation and Installation Services
Move City Council approve the purchase of turf renovation, removal, preparation, and installation services, from Underwood Bros. Inc., dba AAA Landscape, utilizing City of Mesa Contract No. 2022132, in an amount not to exceed \$149,250.70.

7. Purchase of Grounds and Irrigation Products and Services
Move City Council approve the purchase of grounds and irrigation products and services, from Stabilizer Solutions, Inc., utilizing the 1GPA Contract No. 23-10DV-05, in an amount not to exceed \$180,730.

Development Services

8. Final Adoption of Ordinance No. 5091, Rezoning and Preliminary Development Plan, PLH23-0055 Irgens Ascend, Generally Located at the Northwest Corner of Cooper Road and Germann Road
Rezoning
Move City Council adopt Ordinance No. 5091 approving PLH23-0055 Irgens Ascend, amending the existing Planned Area Development (PAD) zoning to allow showroom uses, subject to the conditions as recommended by Planning and Zoning Commission.
9. Preliminary Development Plan, PLH23-0048 Echo Suites, Located at the Southeast Corner of Cooper Road and the Loop 202 Santan Freeway
Move City Council approve Preliminary Development Plan PLH23-0048 Echo Suites Extended Stay by Wyndham for site layout and building architecture for a four-story hotel on approximately 2.54 acres, subject to conditions as recommended by Planning and Zoning Commission.
10. Use Permit, PLH23-0068 Win Beauty Salon, 284 S. Dobson Road, Generally Located at the Northwest Corner of Dobson and Frye Roads
Move City Council approve Use Permit, PLH23-0068 Win Beauty Salon, subject to the conditions recommended by Planning and Zoning Commission.
11. Final Plat approval for Woodsprings Suites-Everhome Suites, PLT22-0040, Located West of the Northwest corner of Price Road and Willis Road
Move City Council approve Final Plat PLT22-0040, Woodspring Suites-Everhome Suites, as recommended by staff.
12. Final Adoption of Ordinance No. 5084, Rezoning PLH23-0044 QuikTrip Convenience Store and Gas Station, located at 2000 W. Ray Road, generally located at the northwest corner of Dobson and Ray Roads
Move City Council adopt Ordinance No. 5084 approving PLH23-0044 QuikTrip Convenience Store and Gas Station, amending the Planned Area Development (PAD) zoning for commercial uses to permit a fuel service station, subject to the conditions as recommended by Planning and Zoning Commission.

13. Rezoning and Preliminary Development Plan, PLH23-0063 CBREIM Frye, Located at 2500 W. Frye Road, Generally Located One-Half Mile South and East of Chandler Boulevard and Price Road
Rezoning
Move City Council continue Rezoning PLH23-0063 CBREIM Frye, Rezoning from Planned Industrial (I-1) District to Planned Area Development (PAD) for a data center with Mid-Rise Overlay to allow building heights up to 95 feet, subject to conditions as recommended by Planning staff, to the June 27, 2024, City Council meeting.
Preliminary Development Plan
Move City Council continue Preliminary Development Plan PLH23-0063 CBREIM Frye for site layout and building architecture, subject to the conditions as recommended by Planning staff, to the June 27, 2024, City Council meeting.

Facilities and Fleet

14. Purchase of Key Cabinets and Installation Services
Move City Council approve the competition impracticable purchase of key cabinets and installation services, from Traka USA, in the amount of \$146,800.

Management Services

15. New License Series 12, Restaurant Liquor License Application for Xing Ling Chen, Agent, Legends Showcase, LLC, DBA Legends Showcase Bar & Grill
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 283495, a Series 12, Restaurant Liquor License, for Xing Ling Chen, Agent, Legends Showcase, LLC, DBA Legends Showcase Bar & Grill, located at 2386 N. Alma School Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306878.
16. New License Series 12, Restaurant Liquor License Application for Bonita Renee Henderson, Agent, The 5Bs, LLC, DBA Bonnie's Bread and Butter Co.
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 280208, a Series 12, Restaurant Liquor License, for Bonita Renee Henderson, Agent, The 5Bs, LLC, DBA Bonnie's Bread and Butter Co., located at 777 N. Arizona Avenue, Suite 3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306765.
17. License Series 12, Restaurant Liquor License application for Quin Hq Dinh, Agent, Asian Kitchen, LLC, DBA Asian Kitchen
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 274041, a Series 12, Restaurant Liquor License, for Quin Hq Dinh, Agent, Asian Kitchen, LLC, DBA Asian Kitchen, located at 1890 W. Germann Road, Suite #1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307046.

18. New License Series 10, Beer and Wine Store Liquor License Application for Andrea Dahlman Lewkowicz, Agent, Trader Joe's Company, DBA Trader Joe's #287
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 282340, a Series 10, Beer and Wine Store Liquor License, for Andrea Dahlman Lewkowicz, Agent, Trader Joe's Company, DBA Trader Joe's #287, located at 3961 S. Arizona Avenue, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 307014.

Police Department

20. Introduction and Tentative Adoption of Ordinance No. 5096, Repealing and Replacing Section 11-16 of Chapter 11 of the Code of the City of Chandler in its Entirety and Retitling as "Unruly Gathering"
Move City Council introduce and tentatively adopt Ordinance No. 5096, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by repealing and replacing Section 11-16 in its entirety; retitling Section 11-16 as "Unruly Gathering"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.
21. Introduction and Tentative Adoption of Ordinance No. 5097, Amending Chapter 11 of the Code of the City of Chandler by Adding Section 11-18 "Brass Knuckles"
Move City Council introduce and tentatively adopt Ordinance No. 5097, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by adding Section 11-18 "Brass Knuckles"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

Public Works and Utilities

22. Final Adoption of Ordinance No. 5090, Granting a Non-Exclusive Underground High Voltage Power Easement to Salt River Project Agricultural Improvement and Power District to Accommodate the Development of the Aligned Data Center Facility
Move City Council adopt Ordinance No. 5090 granting a non-exclusive underground high voltage power easement to SRP, in consideration of the payment of four thousand (\$4,000) dollars, to accommodate the development of the Aligned Data Center facility at Price Road and Continuum Street.
23. Resolution No. 5795 Approving Amendment No. 1 to the Amended Project Agreement Under the Public Infrastructure Master Agreement Between the City of Chandler and Intel Corporation
Move City Council pass and adopt Resolution No. 5795 approving Amendment No. 1 to the Amended Project Agreement under the Public Infrastructure Master Agreement dated May 24, 2019, between the City of Chandler and Intel Corporation for improvements to the

Ocotillo Brine Reduction Facility and related public infrastructure needed to serve Intel's campus at 4500 S. Dobson Road.

24. Agreement No. TR3-968-4606, Amendment No.1, with Paramount Assistant, LLC, dba Paramount Streetlight, for Streetlight Pole Replacement
Move City Council approve Agreement No. TR3-968-4606, Amendment No.1, with Paramount Assistant, LLC, dba Paramount Streetlight, for streetlight pole replacement, in an amount not to exceed \$479,000, for a one-year term, May 1, 2024, through April 30, 2025.
25. Professional Services Agreement No. ST2007.451, with Entellus, Inc., for the Hamilton Street Improvements from Iris Place to Appleby Road Construction Management Services
Move City Council award Professional Services Agreement No. ST2007.451, to Entellus, Inc., for the Hamilton Street Improvements from Iris Place to Appleby Road Construction Management Services, in an amount not to exceed \$671,367.74.
26. Professional Services Agreement No. AI2209.201, with C&S Engineers, Inc. for the Airport Operations Garage Design Services
Move City Council award Professional Services Agreement No. AI2209.201 to C&S Engineers, Inc. for the Airport Operations Garage Design Services, in an amount not to exceed \$305,513.00.
27. Professional Services Agreement No. ST2009.451, Amendment No. 2, with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 Construction Management Services
Move City Council award Professional Services Agreement No. ST2009.451, Amendment No. 2, to Ritoch-Powell & Associates Consulting Engineers, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 Construction Management Services, increasing the agreement amount by \$24,815.
28. Purchase of LED Lighting
Move City Council approve the purchase of LED Lighting, from Ameresco, utilizing the City of Tucson Contract No. 161436-01, in an amount not to exceed \$570,000.

Informational

29. Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved
30. Study Session & Regular Minutes of February 21, 2024, Planning and Zoning Commission
31. March 20, 2024, Planning and Zoning Commission Meeting Minutes

Adjourn

The meeting was adjourned at 6:18 p.m.

ATTEST: _____
City Clerk Mayor

Approval Date of Minutes: May 23, 2024

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 6th day of May 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2024.

City Clerk

Meeting Minutes

City Council Work Session

May 9, 2024 | 4:00 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 4:02 p.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
*Vice Mayor OD Harris
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Mark Stewart
Councilmember Matt Orlando
*Councilmember Jane Poston

Appointee Attendance

Joshua Wright, City Manager
Dana DeLong, City Clerk
Tawn Kao, Assistant City Attorney

*Vice Mayor Harris and Councilmember Poston attended telephonically.

**Councilmember Encinas joined the meeting at 4:19 p.m.

Staff in Attendance

Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager / Chief Financial Officer
John Sefton, Community Services Director
Kim Moyers, Cultural Development Director
Matt Burdick, Communications & Public Affairs Director
Alexis Apodaca, Mayor & Council Public Affairs Senior Manager
Lauren Knoll, Downtown Redevelopment Program Manager
Corey Povar, Community Services Assistant Director

Discussion

1. Presentation and Discussion of Dr. AJ Chandler Park Master Plan

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, City Manager, introduced the item and discussed the A.J. Park Master Plan. The city is in the design and study phase, with additional design dollars budgeted for next year and construction budgeted for the year after that. Staff is looking for feedback and comments to refine the design. No imminent decisions need to be made.

KIM MOYERS, Cultural Development Director, presented the following presentation.

- Dr. A.J. Chandler Park Master Plan
- Dr. A.J. Chandler Park through the years
 - 1913 – Notice the small trees planted throughout the park
 - 1913 – The canal running through the featured a small island with a tree. This was known as the beauty spot
 - 1913 – Another view of the canal and the island.
- Dr. A.J. Chandler Park through the
 - 1920s – Aerial view of the park looking southwest.
 - 1929 – A view of the park as the trees matured looking north
- Dr. A.J. Chandler Park through the years
 - 1941 – State route 87 was slated to run directly through the park and all the trees were removed. Dr. Chandler felt this was a tragedy and ruined the park.
 - 1960 – The park has been redesigned several times in its history. Aerial view looking east.
- Dr. A.J. Chandler Park through the years
 - 1980s – A covered walkway crossed over Arizona Avenue. Note the former shade structure (now removed) over a former veteran's tribute plaza.
- Dr. A.J. Chandler Park
 - 1912 – Dr. A.J. Chandler envisioned a "city beautiful"
 - Central plaza/open space in downtown Chandler for residents to gather as well as create an economic driver for development.
 - 3.52 acres (Tree in the middle of the island – "The Beauty Spot")
 - 1947 – State Highway 87 bifurcated the park – removal of mature trees (Dr. A.J. Chandler not in Favor of project)
 - 1970s – Addition of parking on the south side of the park
 - 1985 – Park development included restrooms, fountains, towers, landscaping, and plaza area. A grant competition was held for the design. Up until then, trees and sidewalks dominated the park.
 - 2001 – Landscape Renovation Study
 - 2006 – Shade structures added
 - 2010 – Arizona Avenue improvements widened the sidewalks and added trees, landscaping and placemaking elements.
- 2016 Project Need

- Outdated aesthetics and features prompted concerns from businesses and residents
- Desire to enhance special event area
- East/West connectivity and functionality
- Failing Infrastructure
 - Fountains
 - Restrooms
 - Landscaping/irrigation
 - Electrical/power needs
 - ADA features
- Concerns with crosswalk across Arizona Avenue
- Need for family activities/attractions
- Downtown multifamily development prompted need for passive use
- 2016 Project Background
- Fall 2016 – Kickoff of Dr. A.J. Chandler Park Master Plan – J2 Design
 - Task Force Committee
 - City of Chandler staff
 - Downtown Business Owners
 - Downtown Chandler Community Partnership (DCCP)
 - Residential
 - Stakeholder charette meetings were held with above groups, as well as City Council and general public.
- 2016 Stakeholder Feedback
 - Respect the history of downtown
 - Celebrate
 - Unite
 - Excite
 - Play
 - Gather
 - Relax
 - Connect
 - Represent the “City of Innovation”
- 2017 Master Plan
- 2017 Master Plan AJ Chandler Park

COUNCILMEMBER ELLIS asked if the area would have turf or grass.

MS. MOYERS said at the time, it was regular grass.

MS. MOYERS continued the presentation.

- 2017 Cost Estimates
 - High-tech
 - Destination driver

- Large Shade Structures
- Year-round use
- Not a typical park
- City Council Subcommittee
 - September 12, 2017 – Staff presented Master Plan to City Council Subcommittee
 - City Council Subcommittee comments:
 - “concepts presented were exciting and would set Downtown Chandler apart from other cities’ Downtown areas”
 - “liked the idea of connecting the Chandler Library to the Downtown”
 - “concerned with the cost of the park renovations”
 - “opportunity for phasing the project”
 - Staff’s next steps included:
 - ASU tour of power parasol shade structures
 - Identify CIP Funding to present in City Council FY18/19 budget
- Timeline
 - Spring 2018 – During City Council Budget Workshop and discussions regarding competing park projects, Dr. A.J. Chandler Park project delayed to complete other park priorities
 - Fall 2021 – The Parks Bond Subcommittee developed consensus on putting a higher priority on the Dr. A.J. Chandler Park renovation
 - Current CIP for design and construction of Phase 1
 - FY23/24 - \$750,000
 - FY25/26 - \$10,000,000
 - Fall 2024 – Staff initiated RFP to review and update Dr. A.J. Chandler Park Master Plan
 - Dig Studios was selected
 - Design Charrettes
 - DCCP
 - City Staff
- 2024 Master Plan Criteria/Needs
 - Minimize costs
 - Explore eliminating water fountains and towers due to costly ongoing maintenance
 - Shade
 - Update landscaping
 - Activate east side of park
 - Comfortable areas for seating and gathering
 - New restrooms
 - Enhancement of events and programming space
 - Improve crossing Arizona Avenue
 - Maintain existing parking

MAYOR HARTKE asked if we are seeing different usage at the upscale events due to the redevelopment of Alexander and Jonathan attracting a different clientele with the timing of this.

MS. MOYERS said both building owners want to upgrade the park for outdoor activities like picnics and work lunches. It is still an ongoing conversation.

MAYOR HARTKE asked whether the new restrooms would be built in a different location or if the existing buildings would be completely renovated.

MS. MOYERS said open-concept restrooms are popular because they allow for more visibility and prevent inappropriate behavior. This design is more suitable for urban areas, and the goal is to create safe, functional, and accessible public restrooms.

MS. MOYERS continued the presentation.

- Aerial View of Master Plan
- Northwest Corner
- Westside Central Area
- Westside Central Area During Events

VICE MAYOR HARRIS asked about the structure and if other events could have staging.

MS. MOYERS said they are going to address it.

MS. MOYERS continued the presentation.

- Prominent Shade Structures
- Northeast Side
- Eastside Central Area
- Eastside Stage Area
- Eastside – Stage Area

COUNCILMEMBER ORLANDO asked why the stage was not on the opposite side, where larger buildings could provide more shade.

MS. MOYERS said one of the main reasons why everyone focuses on the east side is that the overflow of people can continue westward along Commonwealth. If this were reversed, it would limit the number of people there.

COUNCILMEMBER ORLANDO said before we decide we should have the artist weigh in.

COUNCILMEMBER ELLIS asked why it would be different on this side versus the other side.

MS. MOYERS said holding the event on the east side would allow more attendees by extending the event space into Commonwealth Road without reducing the area.

COUNCILMEMBER ELLIS said when we talk about how many people we can accommodate, what numbers are we looking at versus here and there.

MS. MOYERS said they could accommodate up to 17,000 people at the current stage location but ultimately decided that it was too many. They have asked for events to be moved to Tumbleweed Park. They have learned from this experience and now understand how to organize larger events better. The stage was built for large events, as the DCCP wanted to see, but it did not generate the expected revenue.

COUNCILMEMBER ELLIS said snipers and security personnel need to be positioned at the garage during large events. Councilmember Ellis asked if there is a structure for this.

MS. MOYERS said this would be included in the study that needs to be conducted. Another factor to consider is the occurrence of multiple events simultaneously.

MAYOR HARTKE asked about the acceptable threshold for staying here rather than relocating to Tumbleweed and the usual recommendation.

MS. MOYERS said once an event gets to 10,000, we ask that it move to Tumbleweed Park.

MAYOR HARTKE said the intense sun limits us for most of the year. The shade from the Arizona Avenue building relieves the heat, making environmental sense. He is interested in considering whether this project makes sense despite the heat.

MS. MOYERS said that compared to the last plan, there are now double rows of trees in the area. The trees are intended to provide more shade, although it may not be visible in the picture. However, this does not address the stage.

COUNCILMEMBER ORLANDO said there was a previous discussion about placing playground equipment, a fountain, and other amenities on the east side of the street.

MS. MOYERS said the play shade pavilion is easily accessible with plenty of parking as a destination. However, it is a long walk if one is waiting for a restaurant table.

COUNCILMEMBER ENCINAS expressed concern about the proposed changes, particularly the plan to replace the event space with a play area. He also questioned the decision to remove iconic towers and relocate a tree, feeling that these changes do not reflect the area's traditional themes.

MAYOR HARTKE said we would do extensive community engagement.

COUNCILMEMBER ORLANDO said he liked the thought process. It is not much of a walk, and he liked that it is away from the busy part of the strip.

COUNCILMEMBER ORLANDO said the columns could be refreshed, making them more innovative but keeping the inviting feel.

COUNCILMEMBER ELLIS asked what would be done on both sides of the park. Are you going to mirror the same, or will you just do a different thing on each side, the west and the east side.

MS. MOYERS said it would be different on the west side and then one on the east side. They would be different, with different elements.

COUNCILMEMBER ELLIS asked if the lack of a traditional park in that area would be an issue. It is an easy fix if we want to replicate it on the other side. It would be on that side if it is different on the other side. Then you will have to modify it to look different.

MS. MOYERS said she understood.

COUNCILMEMBER ORLANDO mentioned the term "play area," possibly referring to different recreational activities on each side of the street. It's important to have a more focused and practical approach.

MAYOR HARTKE asked about large shade structures and if there would be room for special events.

MS. MOYERS emphasized the need for structures large enough to enhance special events and reduce associated costs. She also highlighted the importance of ensuring that the facilities meet the needs of special events while also being suitable for residents. Ms. Moyers believes that there is currently a missing element a place for people to sit, have a cup of coffee, and simply enjoy the environment.

COUNCILMEMBER POSTON mentioned that the discussion was slightly off-topic, but she wanted to address the issue of the earlier slides regarding the canopies. She asked if there are plans to partner with the DCCP to ensure the park's maintenance, especially considering seasonal changes and different park elements like seating. She also questioned whether additional staffing would be necessary to manage the park effectively, considering factors like high winds and other elements.

MS. MOYERS agreed that any work on the park is an elevated service, especially if it involves hardscape and additional features. DCCP has been involved in the discussions, and they are considering seeking their assistance. A provision in the budget for a downtown operations person would offer more hours for this purpose.

COUNCILMEMBER POSTON mentioned the uncertainty about the outcome, as the current 16 units could decrease to four or change in other ways. Specific structure details, like assembly ease and weather resistance, will be addressed during the design phases. Councilmember Poston echoed the Mayor's sentiments about initial color dislikes during the city hall design stages.

COUNCILMEMBER ENCINAS asked which part is real lawn grass and which is turf.

MS. MOYERS said she did not have the answer to that now, but it will be an important part of our discussion.

MS. MOYERS continued the presentation.

- Future Shade Opportunities
- Park Pavilions for Smaller Events or Ancillary Large Events
- Kiosk Opportunities
- Restrooms Estimated Costs

VICE MAYOR HARRIS asked if there were Wi-Fi, there, would be outlets in the park, and EV charging stations.

MS. MOYERS said yes, innovation is always what we are talking about. Wi-Fi in the downtown area, we would need to work closely with parks and neighborhood resources that were part of the plan back in 2016.

VICE MAYOR HARRIS asked for a separate line item for ongoing maintenance costs and exploring sustainability options, such as solar panels, for managing energy consumption in city projects like park Wi-Fi installation.

MS. MOYERS continued the presentation.

- Phase 1

MAYOR HARTKE asked if it would be one set of bathrooms.

MS. MOYERS said yes.

COUNCILMEMBER ENCINAS asked if there was any way to have both canopies in phase one because of the uneven balance. We do not know when phase two will be implemented and do not want it to look half-built.

MS. MOYERS said yes.

MS. MOYERS continued the presentation.

- Phase 1 (cont.)

- Next Steps Options

COUNCILMEMBER ELLIS said option 3 is a band-aid; why waste \$6 million. It is going to look uneven.

MR. WRIGHT said the ADA is part of the \$10 million.

MS. MOYERS said we felt the same way. It seems unbalanced to walk down Arizona Avenue and wonder what is happening. It just did not feel balanced to us.

COUNCILMEMBER ELLIS said 18 million will complete the entire design of phase one.

MS. MOYERS said yes.

MAYOR HARTKE asked what would the other \$8 million get.

MS. MOYERS said with the \$18 million you get everything.

COUNCILMEMBER ORLANDO asked about the water features.

MS. MOYERS said that is reserved to the Council and City Manager.

COUNCILMEMBER ORLANDO said if we wanted to do a water feature, we already have the plumbing on the other side of the street the playground should be its own feature on the other side, away from traffic.

MS. MOYERS said we could get water either way; it was an area we could look at.

COUNCILMEMBER ORLANDO said he is trying to figure out how to extend the season; the pavilions, restroom improvements, and a water feature would bring people down there.

MS. MOYERS said an interactive water and light feature.

COUNCILMEMBER ENCINAS said it allowed more flexibility in the kids' area on the east side, which is already connected to the library.

COUNCILMEMBER ELLIS asked what the plan is to incorporate feedback.

MS. MOYERS said we would start outreach once we get direction from the Council.

COUNCILMEMBER ELLIS asked for directions in phases one, two, or three. Those are the options. After that, we will gather public input.

MAYOR HARTKE asked about Mesquite Park, the urgency of funding source bonds, and how we will do this. We have \$10m that could do option 1, but we do not currently have option 2.

MR. WRIGHT said that the year after the next fiscal year if you decide to look at phase 1, we will go back as part of our capital program exercise to figure out how to fund that.

MAYOR HARTKE said if we do phase 2, we are taking park dollars from something else out of the capital fund.

COUNCILMEMBER ORLANDO said to proceed with phase one; they need to secure funding and decide on the location for the kids' playground. They are keeping the option open for phase one to evolve into phase one. They also emphasized the importance of keeping people downtown for longer periods.

MAYOR HARTKE said another option is to do nothing, he was not hearing much interest in investing \$3 to \$6 million to make it functional, but that is still an option. We could proceed with option one, which would give the green light to proceed. We can move forward and then get community input.

MAYOR HARTKE talked about the options and asked for thoughts from the Council.

COUNCILMEMBER ORLANDO said he would like us to do the bathrooms, shade, and ADA.

COUNCILMEMBER ENCINAS said he is more for option 1: work with what we have, try to cover the 2 canopies, and look at where we can get the other \$8 million.

MR. WRIGHT said Council gave staff more to think about.

COUNCILMEMBER ELLIS asked where the other \$8 million would come from. She would rather take the \$10 million, figure out the other, and then do an \$18 million.

VICE MAYOR HARRIS said he was okay with the \$10 million; he would prefer to do the \$18 million, but if staff thinks it can be done sooner with the \$10 million, he is okay with that, and we can find the other \$8 million.

COUNCILMEMBER POSTON is a fan of option 1, and if we look at the balance of shade structure, she disagrees with the towers. She did not see it fitting into the vision as an attraction to the area.

MAYOR HARTKE said he could look at option 1, he did not take away from parks on the rest of the community.

Adjourn

The meeting was adjourned at 5:27 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: May 23, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of Chandler, Arizona, held on the 9th day of May 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2024.

City Clerk

Meeting Minutes

City Council Regular Meeting

May 9, 2024 | 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 OD Harris
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Matt Orlando
Councilmember Jane Poston*

Appointee Attendance

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

*Councilmember Poston attended telephonically.

Absent/Excused

Councilmember Stewart was excused.

Invocation

The invocation was given by Rabbi Mendy Deitsch-Chebad of the East Valley.

Pledge of Allegiance

The Pledge of Allegiance was led by Vice Mayor Harris

Consent Agenda and Discussion

City Clerk

1. Approval of Minutes
Move City Council approve the Council meeting minutes of the Special Meeting - Budget Workshop #3 of March 21, 2024; the Work Session of April 4, 2024; the Work Session of April 15, 2024; the Study Session of April 15, 2024; and the Regular Meeting of April 18, 2024.
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Move City Council approve Agreement No. CM2-556-4450, Amendment No. 1, with River North Transit, LLC, for micro transit services, in an amount not to exceed \$1,292,000, for a one-year period, July 1, 2024, through June 30, 2025.
5. Fiscal Year (FY) 2023-24 Budget Amendment from Ongoing Council Contingency
Move City Council approve an ongoing budget amendment for the remaining \$4,000 in the FY 2023-24 Council Contingency for League of Arizona Cities and Towns annual conference registration for City Council, and authorize staff to transfer appropriation from the Non-Departmental Council Contingency account to the Mayor and Council cost center.

Community Services

6. Purchase of Turf Renovation, Removal, Preparation and Installation Services
Move City Council approve the purchase of turf renovation, removal, preparation, and installation services, from Underwood Bros. Inc., dba AAA Landscape, utilizing City of Mesa Contract No. 2022132, in an amount not to exceed \$149,250.70.
7. Purchase of Grounds and Irrigation Products and Services
Move City Council approve the purchase of grounds and irrigation products and services, from Stabilizer Solutions, Inc., utilizing the 1GPA Contract No. 23-10DV-05, in an amount not to exceed \$180,730.

Development Services

8. Final Adoption of Ordinance No. 5091, Rezoning and Preliminary Development Plan, PLH23-0055 Irgens Ascend, Generally Located at the Northwest Corner of Cooper Road and Germann Road

Rezoning

Move City Council adopt Ordinance No. 5091 approving PLH23-0055 Irgens Ascend, amending the existing Planned Area Development (PAD) zoning to allow showroom uses, subject to the conditions as recommended by Planning and Zoning Commission.

9. Preliminary Development Plan, PLH23-0048 Echo Suites, Located at the Southeast Corner of Cooper Road and the Loop 202 Santan Freeway
Move City Council approve Preliminary Development Plan PLH23-0048 Echo Suites Extended Stay by Wyndham for site layout and building architecture for a four-story hotel on approximately 2.54 acres, subject to conditions as recommended by Planning and Zoning Commission.
10. Use Permit, PLH23-0068 Win Beauty Salon, 284 S. Dobson Road, Generally Located at the Northwest Corner of Dobson and Frye Roads
Move City Council approve Use Permit, PLH23-0068 Win Beauty Salon, subject to the conditions recommended by Planning and Zoning Commission.
11. Final Plat approval for Woodsprings Suites-Everhome Suites, PLT22-0040, Located West of the Northwest corner of Price Road and Willis Road
Move City Council approve Final Plat PLT22-0040, Woodspring Suites-Everhome Suites, as recommended by staff.
12. Final Adoption of Ordinance No. 5084, Rezoning PLH23-0044 QuikTrip Convenience Store and Gas Station, located at 2000 W. Ray Road, generally located at the northwest corner of Dobson and Ray Roads
Move City Council adopt Ordinance No. 5084 approving PLH23-0044 QuikTrip Convenience Store and Gas Station, amending the Planned Area Development (PAD) zoning for commercial uses to permit a fuel service station, subject to the conditions as recommended by Planning and Zoning Commission.
13. Rezoning and Preliminary Development Plan, PLH23-0063 CBREIM Frye, Located at 2500 W. Frye Road, Generally Located One-Half Mile South and East of Chandler Boulevard and Price Road
Rezoning
Move City Council continue Rezoning PLH23-0063 CBREIM Frye, Rezoning from Planned Industrial (I-1) District to Planned Area Development (PAD) for a data center with Mid-Rise Overlay to allow building heights up to 95 feet, subject to conditions as recommended by Planning staff, to the June 27, 2024, City Council meeting.

Preliminary Development Plan

Move City Council continue Preliminary Development Plan PLH23-0063 CBREIM Frye for site layout and building architecture, subject to the conditions as recommended by Planning staff, to the June 27, 2024, City Council meeting.

Facilities and Fleet

14. Purchase of Key Cabinets and Installation Services

Move City Council approve the competition impracticable purchase of key cabinets and installation services, from Traka USA, in the amount of \$146,800.

Management Services

15. New License Series 12, Restaurant Liquor License Application for Xing Ling Chen, Agent, Legends Showcase, LLC, DBA Legends Showcase Bar & Grill

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 283495, a Series 12, Restaurant Liquor License, for Xing Ling Chen, Agent, Legends Showcase, LLC, DBA Legends Showcase Bar & Grill, located at 2386 N. Alma School Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306878.

16. New License Series 12, Restaurant Liquor License Application for Bonita Renee Henderson, Agent, The 5Bs, LLC, DBA Bonnie's Bread and Butter Co.

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 280208, a Series 12, Restaurant Liquor License, for Bonita Renee Henderson, Agent, The 5Bs, LLC, DBA Bonnie's Bread and Butter Co., located at 777 N. Arizona Avenue, Suite 3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306765.

17. License Series 12, Restaurant Liquor License application for Quin Hq Dinh, Agent, Asian Kitchen, LLC, DBA Asian Kitchen

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 274041, a Series 12, Restaurant Liquor License, for Quin Hq Dinh, Agent, Asian Kitchen, LLC, DBA Asian Kitchen, located at 1890 W. Germann Road, Suite #1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307046.

18. New License Series 10, Beer and Wine Store Liquor License Application for Andrea Dahlman Lewkowitz, Agent, Trader Joe's Company, DBA Trader Joe's #287

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 282340, a Series 10, Beer and Wine Store Liquor License, for Andrea Dahlman Lewkowitz, Agent, Trader Joe's Company, DBA Trader Joe's #287, located at 3961 S. Arizona Avenue, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 307014.

Police Department

20. Introduction and Tentative Adoption of Ordinance No. 5096, Repealing and Replacing Section 11-16 of Chapter 11 of the Code of the City of Chandler in its Entirety and Retitling as "Unruly Gathering"

Move City Council introduce and tentatively adopt Ordinance No. 5096, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by repealing and replacing Section 11-16 in its entirety; retitling Section 11-16 as "Unruly Gathering"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

21. Introduction and Tentative Adoption of Ordinance No. 5097, Amending Chapter 11 of the Code of the City of Chandler by Adding Section 11-18 "Brass Knuckles"

Move City Council introduce and tentatively adopt Ordinance No. 5097, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by adding Section 11-18 "Brass Knuckles"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

Public Works and Utilities

22. Final Adoption of Ordinance No. 5090, Granting a Non-Exclusive Underground High Voltage Power Easement to Salt River Project Agricultural Improvement and Power District to Accommodate the Development of the Aligned Data Center Facility

Move City Council adopt Ordinance No. 5090 granting a non-exclusive underground high voltage power easement to SRP, in consideration of the payment of four thousand (\$4,000) dollars, to accommodate the development of the Aligned Data Center facility at Price Road and Continuum Street.

23. Resolution No. 5795 Approving Amendment No. 1 to the Amended Project Agreement Under the Public Infrastructure Master Agreement Between the City of Chandler and Intel Corporation

Move City Council pass and adopt Resolution No. 5795 approving Amendment No. 1 to the Amended Project Agreement under the Public Infrastructure Master Agreement dated May 24, 2019, between the City of Chandler and Intel Corporation for improvements to the Ocotillo Brine Reduction Facility and related public infrastructure needed to serve Intel's campus at 4500 S. Dobson Road.

24. Agreement No. TR3-968-4606, Amendment No.1, with Paramount Assistant, LLC, dba Paramount Streetlight, for Streetlight Pole Replacement

Move City Council approve Agreement No. TR3-968-4606, Amendment No.1, with Paramount Assistant, LLC, dba Paramount Streetlight, for streetlight pole replacement, in an amount not to exceed \$479,000, for a one-year term, May 1, 2024, through April 30, 2025.

25. Professional Services Agreement No. ST2007.451, with Entellus, Inc., for the Hamilton Street Improvements from Iris Place to Appleby Road Construction Management Services
Move City Council award Professional Services Agreement No. ST2007.451, to Entellus, Inc., for the Hamilton Street Improvements from Iris Place to Appleby Road Construction Management Services, in an amount not to exceed \$671,367.74.
26. Professional Services Agreement No. AI2209.201, with C&S Engineers, Inc. for the Airport Operations Garage Design Services
Move City Council award Professional Services Agreement No. AI2209.201 to C&S Engineers, Inc. for the Airport Operations Garage Design Services, in an amount not to exceed \$305,513.00.
27. Professional Services Agreement No. ST2009.451, Amendment No. 2, with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 Construction Management Services
Move City Council award Professional Services Agreement No. ST2009.451, Amendment No. 2, to Ritoch-Powell & Associates Consulting Engineers, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 Construction Management Services, increasing the agreement amount by \$24,815.
28. Purchase of LED Lighting
Move City Council approve the purchase of LED Lighting, from Ameresco, utilizing the City of Tucson Contract No. 161436-01, in an amount not to exceed \$570,000.

Consent Agenda Motion and Vote

Vice Mayor Harris moved to approve the Consent Agenda items 1- 28, with the exception of Item No. 20 and Item No. 21, which were moved to the Action Agenda, of the May 9, 2024, Regular City Council Meeting, Seconded by Councilmember Orlando.

Consent Agenda motion, with the exception of Item No. 8, carried unanimously (6-0). Councilmember Stewart absent.

Consent Agenda Item No. 8 carried (4-2), Councilmember Stewart absent. Councilmember Orlando and Councilmember Encinas dissenting.

Action Agenda

20. Introduction and Tentative Adoption of Ordinance No. 5096, Repealing and Replacing Section 11-16 of Chapter 11 of the Code of the City of Chandler in its Entirety and Retitling as "Unruly Gathering"
Move City Council introduce and tentatively adopt Ordinance No. 5096, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by repealing and replacing Section 11-16 in its entirety; retitling Section 11-16 as "Unruly

Gathering"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

21. Introduction and Tentative Adoption of Ordinance No. 5097, Amending Chapter 11 of the Code of the City of Chandler by Adding Section 11-18 "Brass Knuckles"
Move City Council introduce and tentatively adopt Ordinance No. 5097, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by adding Section 11-18 "Brass Knuckles"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

STEPHANIE JARNAGAN spoke in support of items 20 and 21, advocated for the banning of brass knuckles for minors. Ms. Jarnagan shared her son's experience of being assaulted and emphasized the need to restrict items designed solely to cause harm. She urged the Council to take decisive action to prevent teen violence and thanked Mayor Hartke for his support.

NICHOLAS LORD, Chandler, AZ., spoke in support of items 20 and 21 as an advocate for stronger community safety measures, emphasizing the need to endorse the amended law to address the critical issue of underage drinking and the consequences of unsupervised gatherings. Mr. Lord expressed deep respect and appreciation for the city's efforts in honoring the memory of Preston Lord by declaring September 23rd as Preston Lord Day. He thanked Vice Mayor OD Harris for his compassion, leadership, and dedication to the community's cause and the rest of the Council for working closely together and allowing their voices to be heard.

MELISSA CICONTE, 1535 S. Longmore CT., Chandler, AZ., spoke in support of items 20 and 21 and about the need for stricter laws to hold teenagers and adults accountable for their actions. Ms. Cicone supports Chandler City Council's decision to create the Unruly Gathering ordinance to make the city safer. The amended law will impose stricter penalties for minors caught drinking and hosting unruly parties, aiming to deter such behavior and protect the community. Ms. Cicone also expressed gratitude for the City of Chandler declaring September 23rd as Preston Lord Day.

BRIDGET VEGA, 11 N. Pueblo St., Gilbert, AZ., spoke in support of items 20 and 21 Ms. Vega thanked the Mayor and Council for addressing teen violence and urged for more accountability and transparency. Ms. Vega suggested the need for a regional task force on teen violence across the East Valley and requested continued partnership in trauma prevention efforts. Ms. Vega also emphasized justice for the youth affected by senseless acts of violence.

COUNCILMEMBER ENCINAS said he wanted to reassure the community that they always listen. Their commitment is to ensure that teens and families are safe and will continue to be safe here in the City of Chandler.

COUNCILMEMBER ELLIS expressed appreciation for addressing the issue and sending a strong message against unacceptable behavior in the community. Councilmember Ellis emphasized the

commitment to working with the police department and the community to address such issues and offered condolences and prayers to the affected families.

VICE MAYOR HARRIS thanked everyone who participated in the process and voted to address teen violence in the East Valley region. Vice Mayor Harris acknowledged the support of the community, the upstander community, the Chandler Chamber, and the business community. Vice Mayor Harris appreciated the collaborative efforts of various individuals, extended an invitation for a celebration of Preston Lord day on September 23rd, and thanked the Mayor and colleagues for their responsiveness.

COUNCILMEMBER ORLANDO said he is appreciative of the support received in implementing new ordinances to protect the community, particularly children, from various challenges such as drugs, violence, gangs, and social media issues. He emphasized the need for an education program that reaches schools, businesses, and parents to ensure awareness and compliance with the new ordinances. Additionally, he mentioned the launch of a school education engagement program involving sixth graders in the Chandler Unified School District. This program will equip students with essential tools to navigate today's challenges. Councilmember Orlando highlighted the importance of innovation and the continuous development of impactful ideas to advance the community safely.

COUNCILMEMBER POSTON thanked the Mayor, Vice Mayor, and community members for their leadership and efforts in addressing a difficult and emotional issue. Councilmember Poston assured the community that the entire Council listens to their concerns and is open to their ideas for addressing the issue. She shared that the Council is committed to leadership in addressing the issue and appreciates the community's continued efforts.

COUNCILMEMBER STEWART thanked community members for sharing their experiences and insights. Councilmember Stewart is support of the efforts to address teen violence and looks forward to voting on these items later this month. thanked the community members who have shared their experiences and insights over the past few months.

MAYOR HARTKE expressed gratitude to the community members for their presence and input. He emphasized the commitment to ensuring Chandler remains a safe place for all residents and expressed confidence in the new police chief. Mayor Hartke also expressed hope that their actions would have a positive impact beyond Chandler and thanked everyone for their contributions.

Action Agenda Item No. 20 and 21 Motion and Vote

Vice Mayor Harris moved to introduce and tentatively adopt Ordinance No. 5096 Unruly Gathering and Ordinance No. 5097 Brass Knuckles, second by Councilmember Ellis.

Motion carried unanimously (6-0), Councilmember Stewart absent.

Informational

- 29. Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved
- 30. Study Session & Regular Minutes of February 21, 2024, Planning and Zoning Commission
- 31. March 20, 2024, Planning and Zoning Commission Meeting Minutes

Unscheduled Public Appearances

JENNY VITALE, 3321 N. Nebraska St., Chandler, AZ., shared she lives in the northern part of Chandler in the New Horizon subdivision. She previously expressed concerns about fiber optic installation in the right of way for her neighborhood and expressed gratitude for the positive response. Ms. Vitale's neighborhood petitioned the staff, and she appreciates the staff's responsiveness and Mayor Hartke's "course correction" approach. She emphasized the importance of staff vetting projects properly and seeking input from residents, especially in older neighborhoods. Ms. Vitale expressed her thanks on behalf of the New Horizon subdivision and appreciated the staff's cooperation and attentiveness.

BROOK BEALL, 85 W. Teakwood Pl., Chandler, AZ., shared his concern about the lack of warning signs for animal crossings in their area, particularly for ducks and geese. The abundance of open water and waterfalls in the desert and the challenges faced by birds that cannot fly across roads. Specifically, these signs are needed in areas such as Fulton Ranch, the Consolidated Canal, the East Canal, and Pine Lakes. The speaker requests that the city council consider installing warning signs for duck and goose crossings in these areas to ensure the safety of the local wildlife.

Current Events

Mayor's Announcements

MAYOR HARTKE shared and led a listening session to gather community input. The event covered teen violence and mental health, with valuable participant insights. The actions taken are a step forward in addressing teen violence, and more conversations will follow. Thank you for being a part of this important event.

MAYOR HARTKE announced that on Monday, the Chandler Police Department held their annual memorial service. He joined fellow council members, law enforcement partners, and the community at the service. We honored and remembered the nine Chandler police officers who gave their lives serving our city. It was humbling to acknowledge their sacrifices. This event was a profound reminder of the efforts of the men and women of our Chandler Police Department, who put forth every day to keep our city safe. On behalf of myself and the Council, a heartfelt thank you to our police for the work that you do each and every day.

MAYOR HARTKE announced the following Public Safety Recognitions. May is Building Safety Month. May 5 through 11 is Public Service Recognition Week in Municipal courts. May 12th through 18th is National Police Week, and May 19th through May 25th is Public Works Week.

Council's Announcements

COUNCILMEMBER ELLIS announced that May is Skin Cancer Awareness Month. She is focusing on educating our community about the dangers of skin cancer and the importance of prevention.

COUNCILMEMBER ELLIS announced Haitian Heritage Month and mentioned that May 18 is Haitian Flag Day, a symbol of pride and liberty for millions of Haitians and Haitian Americans. She emphasized the importance of embracing the diversity brought by the Haitian community.

COUNCILMEMBER ELLIS announced that May is mental health awareness month and expressed enthusiasm for the opportunity to discuss the topic. She encouraged crucial conversations about self-care, mental health wellness, and supporting each other. Additionally, she mentioned implementing the practice of a seven-second hug.

COUNCILMEMBER ELLIS attended Bark and Love, a local business's grand opening, on Saturday, March 28th. She mentioned the ribbon-cutting and unveiling of a unique grooming and tennis machine and encouraged other pet parents to visit.

COUNCILMEMBER ORLANDO shared that he recently attended the second annual Military Bond Ceremony hosted by the Military and Veterans Affairs Commission. The event honored young enlistees from all service branches, most of whom were recent high school graduates. Each enlistee was presented with a challenge coin and a send-off salute. The challenge coin is a military tradition where leaders recognize outstanding work and boost unit morale. It was a great opportunity to celebrate our newest and youngest service members, and Councilmember Orlando thanked the Military and Veterans Affairs Commission for organizing such a meaningful event.

City Manager's Announcements

MR. WRIGHT shared that there are some outstandingly talented members of Team Chandler staff here, and he wanted to briefly recognize five of them who will be receiving awards this month. There are four outstanding employees from across the organization who are being recognized as top women leaders in our city as part of the Women of Chandler group this year. They are CC Cantabrana from our DEI Division, Donna Reno from the Police Department, Lenore Dembs from the Chandler Fire Department, and Kelly Schwab, our City attorney. Additionally, he wanted to recognize Adriana Ericson from our DEI Division, who was named a top 100 local government influencer by the Engaging Local Government Leaders organization. This national recognition of her influence as an up-and-coming local government leader. He congratulated her publicly as well.

Adjourn

The meeting was adjourned at 6:50 p.m.

ATTEST: _____
City Clerk Mayor

Approval Date of Minutes: May 23, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 9th day of May 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2024.

City Clerk



City Council Memorandum City Clerk's Office Memo No. N/A

Date: May 23, 2024
To: Vice Mayor and City Council
From: Mayor Kevin Hartke
Subject: Board and Commission Member Appointments

Proposed Motion:

Move City Council approve the Board and Commission appointments as recommended.

Mayor's Youth Commission

Appoint Aashi Singhai
Appoint Alexander Rahman
Appoint Hannah Luo
Appoint Jaden Lu
Appoint Lucy Garner
Appoint Siddarth Ramkumar
Appoint Adbhiram Kumar
Appoint Elizabeth Ovelil
Appoint Teagan Tollefson
Remove Ashwin Vijayaraghavan



**City Council Memorandum
Policy Memo No. TP24-18**

Government Relations & Transportation

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Ryan Peters, Strategic Initiative Director
Jason Crampton, Transportation Planning Manager
From: Nancy Jackson, Transportation Planning Program Coordinator
Subject: Resolution No. 5806 Authorizing the Execution of an Intergovernmental Agreement for the Platinum Program between the Regional Public Transportation Authority (RPTA) and the City of Chandler

Proposed Motion:

Move City Council pass and adopt Resolution No. 5806 authorizing the execution of an Intergovernmental Agreement for the Platinum Program between the Regional Public Transportation Authority and the City of Chandler.

Background:

The Platinum Program is an integral part of the City's compliance with Maricopa County's mandatory Travel Reduction Program because it allows the city to provide bus passes to its employees in an effort to encourage alternative commuting, which can contribute to enhanced air quality and reduced traffic congestion. Under the program, the city will pay RPTA \$2 for each employee bus trip taken up to a maximum of \$4 per day per employee.

Effective June 1, 2024, RTPA will assume administration of the Platinum Program, previously managed by the City of Phoenix. This transition will involve the replacement of expiring Platinum Passes and the introduction of a new fare portal to facilitate efficient card management. New Platinum Passes issued under this agreement carry no expiration date.

The City of Chandler has been an active participant in the Platinum Program since 1999. Presently, the city has 22 employees utilizing Platinum cards, facilitating

over 600 commuting trips to and from work over the past year.

Financial Implications:

There is no fixed or minimum cost for the city to participate in this program; the city is only charged for trips that are used. Over the past three years, the city has averaged \$250 in fares. This year, the city expects to spend \$800 in fares due to an increased participation from city employees in the travel reduction program. If the city did not participate in the Platinum Pass program, but still chose to provide bus fares for employees, the cost would be approximately \$1,500. The program is funded using Arizona Lottery Funds.

Attachments

Resolution 5806

Intergovernmental Agreement with RPTA

RESOLUTION NO. 5806

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR THE PLATINUM PROGRAM BETWEEN THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY AND THE CITY OF CHANDLER.

WHEREAS, the Regional Public Transportation Authority (RPTA) offers an account-based solution for organizations to help them manage the public transportation needs of their employees with a transit card or mobile fare program and electronic fare collection and billing services (the “Platinum Program”); and

WHEREAS, the City of Chandler historically participated in the Platinum Program under an intergovernmental agreement with the City of Phoenix that will expire May 31, 2024, and now desires to participate in the Platinum Program under an intergovernmental agreement with the RPTA; and

WHEREAS, city staff have determined that continued participation in the Platinum Program is in the best interest of the City of Chandler because, among many other things, it aids compliance with Maricopa County’s Travel Reduction Program and provides the City with a fare portal for staff to manage the program.

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 (IGA) with the RPTA to participate in the Platinum Program.

Section 2. Authorizing the Mayor to sign and execute the IGA on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of May, 2024.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5806 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of May, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (AGENCY)
AND
CITY OF CHANDLER
118-17-2024-00
(Platinum Program Agreement)

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made and entered into this 1st day of June 2024 (“**Effective Date**”), by and between: the Regional Public Transportation Authority, a political subdivision of the state existing under the laws of the State of Arizona (hereinafter referred to as “**AGENCY**”), and the City of Chandler, (hereinafter referred to as “**CITY**”). AGENCY and CITY are sometimes referred to collectively as “**Parties**” and individually as a “**Party.**”

RECITALS

- A. The AGENCY Chief Executive Officer is authorized and empowered to execute contracts.
- B. AGENCY is a political subdivision of the state of Arizona established for the purpose of planning and providing public transportation services (A.R.S. §§ 48-5121; 48-5101, et seq.).
- C. As a part of its transit system operations, AGENCY has a fare structure that includes: a transit card or mobile fare program for the issuance of fare media (i.e., transit cards) for use on more than one trip; and an employer participation program (“**Platinum Program**”) that allows employers to provide transit cards to their employees on such terms as the employer deems appropriate.
- D. AGENCY provides its Platinum Program to employers who may, but are not required to, subsidize all or part of their employees’ monthly program charges.
- E. The Platinum Program offers electronic fare collection and billing services to participating employers where employers are only invoiced for the actual number of boardings reported for each monthly billing period.
- F. The maximum monthly payment for each cardholder will not exceed the **31-day** fare set by AGENCY for express and local service.
- G. A.R.S. § 11-951, et seq., provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action.
- H. CITY has chosen to participate in AGENCY’s Platinum Program in accordance with the terms and conditions set forth herein.
- I. CITY has the legal authority to participate in the Platinum Program.

AGREEMENT

IT IS HEREBY AGREED, by and between the Parties, as follows:

SECTION 1. Purpose

AGENCY administers the Platinum Program that uses electronic fare payment methods such as smartcards. The Platinum Program is generally described in the attached “**Exhibit A**”, which is incorporated by reference into this Agreement. CITY desires to participate in the Platinum Program, and toward that end, the Parties mutually agree to the terms set forth in this Agreement.

SECTION 2. Term of Agreement

The term of this Agreement shall commence on the date that it is executed by the Parties, as indicated above. It shall remain in effect unless terminated or canceled as otherwise provided in this Agreement.

SECTION 3. Issuance of Platinum Cards

AGENCY shall provide Platinum cards to CITY, and CITY shall pay the issuance charge existing at that time for each Platinum card (the current charge per issuance is \$2.00). Requests for additional Platinum cards shall be in the manner and form prescribed by AGENCY. Defective cards shall be replaced by AGENCY at no cost to CITY when such defect is the result of product failure and not the result of misuse or abuse.

- A. The initial order of Platinum Program cards will be waived at the current issuance charge of \$2.00 per card. All subsequent orders will be billed with the issuance charge existing at the time for each card.
- B. AGENCY shall make available cards to CITY for use during the term of this Agreement. Cards shall be issued solely and exclusively to CITY staff, and in accordance with such terms and conditions as CITY may seek to impose. The cards are non-transferable and only authorized for use by the individuals to whom they are provided by CITY. AGENCY will deliver the cards to:

City of Chandler
175 S. Arizona Ave.
Chandler, AZ 85225
Phone: (480) 782-3442

SECTION 4. Management of Platinum Program

- A. Upon receipt of the signed agreement, CITY shall be provided with access to Valley Metro's fares portal. Using the portal, the CITY will be able to place card orders, create members and assign them to fare media, deactivate and activate fare media, and replace media that are lost/stolen.
- B. CITY will deactivate an employee's card using the Valley Metro fares portal upon their termination of employment or withdrawal from the Platinum Program.
- C. If CITY requires deactivation for any reason of a Platinum Program card and the portal is available, then CITY will deactivate the card. CITY shall be responsible for all costs incurred on a card until the deactivation has been completed in the fares portal by CITY.
- D. Should the portal be unavailable for more than 24 hours, CITY shall send deactivation requests to AGENCY at platinumprogram@valleymetro.org. At a minimum, the deactivation request shall include:
 - 1. CITY account name;
 - 2. card number;
 - 3. deactivation date;
 - 4. reason for deactivation
 - 5. name and position of the authorized individual sending the notice.
- E. CITY shall be responsible for all costs incurred on the card for up to 48 hours (not including hours on weekends and city-recognized holidays) after CITY notifies the AGENCY of its card deactivation. For any notice transmitted to AGENCY on the last day of the work week after 5:00 P.M., over a weekend, or during a AGENCY-recognized holiday, the 48-hour period shall commence on the first workday following the weekend or holiday. AGENCY will waive any charges for usage of the card after this 48-hour period.

- F. CITY has sole responsibility for its marketing of the Platinum Program, at its own cost and expense. Within the scope of such marketing, CITY shall include an education/training component, introducing users to the Platinum Program and the use of smartcards. Materials to support marketing the Platinum Program are available from the Regional Public Transportation Authority (AGENCY).
- G. Program participation costs and the current cost of cards are set forth in the attached **Exhibit A** and **Exhibit B** which are incorporated by reference into this Agreement. The Parties acknowledge that the fare structure for the bus, rail, and streetcar system is set by AGENCY and this fare structure may change the costs of cash fare and monthly rates during the term of this Agreement. CITY shall pay the current costs as they exist at the time of each card use.

SECTION 5. Billing for Services Provided

- A. AGENCY shall invoice CITY monthly, summarizing line item entry totals of cash fare and monthly rates for each cardholder by Platinum Program card serial number. Charges to CITY for the services rendered shall be billed on or about the 10th day of each month for the previous month.
- B. If CITY deactivates a card, AGENCY will provide upon request detailed usage information for those cards, at no charge to the CITY. AGENCY will use its best reasonable efforts to expedite the final usage information for that card to facilitate CITY's compliance with statutory obligations to timely pay compensation owed to the terminated employee/cardholder. If CITY receives the final usage information more than four (4) business days after AGENCY receives the request, then AGENCY will waive in that month's invoice any card charges owed to CITY that CITY is unable to collect from the cardholder, as evidenced in a separate notice to AGENCY.
- C. CITY shall pay AGENCY within 30 calendar days of invoice date. CITY will pay any interest charged for late payment in accordance with state law. AGENCY will bill CITY monthly in arrears for participating in the Platinum Program. Invoices will be mailed to:

City of Chandler
175 S. Arizona Ave.
Chandler, AZ 85225
Phone: (480) 782-3442
- D. If requested by CITY, for an extra fee of \$25 per month per format, detailed usage information by Platinum Program card number shall be provided. Available formats are a PDF or in a mutually agreeable electronic format suitable for upload to CITY's payroll system.

SECTION 6. General Terms and Conditions

The following General Terms and Conditions shall apply to this Agreement:

- A. Term of Agreement This Agreement shall be in full force and effect upon: approval of AGENCY's Board of Directors and CITY's Council; and execution by their duly authorized officials. This Agreement shall remain in effect unless terminated or canceled as otherwise provided in the Agreement.
- B. Entire Agreement; Modification (No Oral Modification) This Agreement and its attached exhibits constitute the full and complete understanding and agreement of the Parties. The Agreement supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement. This Agreement and its terms may not be modified or changed except by a formal amendment signed and approved by and between the duly authorized representatives of both Parties. Both Parties expressly and explicitly understand and agree that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment, modification, or supplementation to this Agreement.

- C. Non-Availability of Funds In accordance with A.R.S. § 41-2546(C), every payment obligation is conditional upon the availability of funds appropriated for the payment of such obligation. If either Party fails to receive an appropriation that may lawfully be allocated to the performance of their obligations under this Agreement, then the Agreement may be terminated at the end of the period for which such funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any charges as a result of termination under this paragraph.
- D. Termination for Conflict of Interest In accordance with A.R.S. § 38-511, either Party may terminate this Agreement for conflict of interest upon **90 calendar days** prior written notice to the other Party.
- E. Termination
- (1) Except for termination in the event of non-payment, either Party may, at its option with sole and unfettered discretion, terminate its obligations under this Agreement, with or without cause, on no less than **60 calendar days** prior written notice. Should this Agreement be terminated, the Parties shall complete performance and make all payments due as of the termination date.
 - (2) When termination is for non-payment of sums due under this Agreement, the Party to receive payment may, at its option with sole and unfettered discretion, terminate its obligations under this Agreement. Prior to such termination, the Party to receive payment shall provide written notice to the other Party setting forth the amount due and requiring payment within **10 business days** of receipt of the notice. In the event payment is not received within that **10-business-day** period, the Party to receive payment may terminate this Agreement upon **10 calendar days** prior written notice.
 - (3) When notice of termination is received, the terminating Party shall consult with the other Party concerning the status of their respective obligations under this Agreement and its intention with regard to those obligations. After such consultation, each Party shall consider the requested actions proposed by the other and shall proceed in a manner to minimize the negative impact of such termination.
 - (4) Notwithstanding the termination of this Agreement by either Party, the respective payment and indemnification obligations of the Parties shall continue in full force and effect until completed.
- F. Inspection of Records and Records Retention To the extent required by A.R.S. § 35-214, the Parties hereto shall retain all books, accounts, reports, files, and other records relating to this Agreement and make such records available at all reasonable times for inspection and audit by the Parties or their agents during the term of this Agreement.
- G. Assignment and Delegation; No Third-Party Beneficiaries Neither Party may assign or transfer any rights or obligations hereunder without prior written consent of the other Party. Any attempt to assign or transfer without the prior written consent of the other Party shall be void. It is the specific intention of the Parties that this Agreement is made and entered into for their specific benefit and that third-party beneficiaries, with the ability to enforce this Agreement, are not being created by the Agreement. This Agreement shall inure only to the benefit of each of the Parties and their permitted successors and assigns.
- H. Compliance with the Immigration Reform and Control Act of 1986 (“IRCA”) and with A.R.S. § 23-211 – § 23-214 In performing under this Agreement, the Parties understand and acknowledge the applicability of IRCA and A.R.S. § 23-211 through § 23-214 to them, and each of the Parties shall comply with IRCA, A.R.S. § 23-211 through § 23-214, and all other federal and state laws and regulations relating to immigration and to the immigration status of its employees.

I. Non-Discrimination The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, and affirmative action.

J. Notice Any notice, consent, or other communication (“**Notice**”) required or permitted under this Agreement shall be in writing and either delivered in person, via email, deposited in the United States mail (postage prepaid, registered or certified mail, and return receipt requested), or deposited with any commercial air courier or express service addressed as follows:

If intended for AGENCY: Regional Public Transportation Authority
Attn: Procurement
101 North 1st Avenue; Suite 1400
Phoenix, Arizona 85003
Email: procurement@valleymetro.org

If intended for CITY: City of Chandler
Attn: Nancy Jackson
Chandler, Arizona 85225
175 S. Arizona Ave
Email: Nancy.jackson@chandleraz.gov

Notice shall be deemed received:

- (1) at the time it is personally served;
- (2) on the day it is sent via email;
- (3) on the **2nd business day** after its deposit with any commercial air courier or express service;
or
- (4) on the **10th calendar day** after its deposit in the United States mail (postage prepaid, registered or certified mail, and return receipt requested).

Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either Party may change its mailing address, email address, or the person to receive the Notice by providing the other Party with a Notice of that change.

Notice sent via email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the original Notice sent via email.

K. Invalidity of Any Provisions This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions of the Agreement. This Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained in the Agreement.

L. Non-Waiver Should either Party fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Agreement, such failure or delay shall not be deemed a waiver, release, or modification of any requirements, terms, or provisions of this Agreement.

SECTION 7. Exhibits and Incorporation by Reference

The following exhibits are attached and incorporated by reference into this Agreement:

Exhibit A – General Description of the Platinum Program

Exhibit B –Monthly Rates

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth above:

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (AGENCY)

By: _____

Jessica Mefford Miller, Chief Executive Officer

APPROVED BY AGENCY BOARD OF DIRECTORS BY FORMAL ACTION ON:

_____, 2024

CITY OF CHANDLER

By: _____, Mayor

By: _____, City Clerk

APPROVED BY CITY'S GOVERNING BODY BY FORMAL ACTION ON:

_____, 2024

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients 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.

Attorney for AGENCY

Attorney for CITY



EXHIBIT A

Platinum Program¹

1. **The Platinum Program** Once an employer is approved for participation, it must purchase a minimum of **10** Platinum Program cards. These will include the employer's company name and Platinum Program card serial number. The Platinum Program card does not have an expiration date.

Every time a participating employee boards the bus, light rail or streetcar, the employee taps the card on the purple fare reader. The fare is recorded and the card is automatically charged.
2. **How It Works** The Platinum Program is designed to pay off for employees and employers alike. Here are a few examples:
 - **Pay-Per-Ride Charges**: Employer is only charged for the actual number of boardings.
 - **Cost of Cards**: The cost of each card shall be at its then prevailing cost (currently **\$2.00/card**).
 - **Full Fare Pay-Per-Ride Charges**: Charges are capped at **\$64/month** per card for local routes, light rail, and streetcar boardings, and **\$104/month** per card for Express/RAPID routes.
 - **Reduced Fare Pay-per Ride Charges**: Charges are capped at **\$32/month** per card for local routes, light rail, and streetcar boardings only, and **\$104/month** per card for Express/RAPID routes. Reduced fares are only to be used by youth ages 6-18; seniors age 65 and older; persons with disabilities; and Medicare cardholders. Reduced fare users should be ready to provide proof of eligibility when boarding.
 - **Effective Dates**: Cards do not expire and can be deactivated if lost or stolen, damaged, rescinded for cardholder termination/resignation, if the agreement is not renewed, or the agreement is terminated.
 - **Extra Cards**: Cards can be ordered using the fares portal.
 - **One-Stop Accounting**: Employer receives one monthly invoice for total charges on all cards being used.
 - **Billing Summary**: A detailed billing summary is available that shows the day, time, and service used for each boarding at a cost of **\$25 per month**.

¹ The terms set forth in this Exhibit are the general program terms. If the body of this Agreement varies from the terms of this Exhibit, then the terms contained in the body of the Agreement shall prevail.

EXHIBIT B

Monthly Rates

The monthly rates set forth in this Exhibit are subject to change. It is mutually understood that AGENCY sets the rates, and makes all changes to them. AGENCY has the right to change the rates from time to time, but AGENCY shall give CITY notice of any fare adjustment, and CITY retains the right to cancel this Agreement prior to the effective date rate adjustment. In the event CITY elects to cancel this Agreement at the time of rate adjustment, the **60 days'** notice required by this Agreement's **Section 6(E)(1)** shall not apply.

A. CITY shall pay no more than the cost of a monthly Smart Fare for each cardholder. The cost of monthly Smart Fares are currently as follows:

- | | | |
|---------------------|------------------------|---|
| (1) Local - | \$64 per month | Local routes, light rail boardings and streetcar boardings |
| (2) Express/RAPID - | \$104 per month | Express/RAPID routes or a combination of local routes, light rail service, streetcar, and Express/RAPID routes |
| (3) Reduced Fare - | \$32 per month | Local, light rail and streetcar service only. If used on Express/RAPID service, the rates in Exhibit B, Section A(2) shall apply |

B. If the total amount of transactions for each cardholder is less than the cost of a monthly Smart Fare, CITY shall be billed for only those transactions. The costs of each transaction are currently as follows:

- | | |
|-------------------------------------|---|
| (1) Local/light rail - | \$2.00 per ride |
| (2) Streetcar - | \$1.00 per ride (when Streetcar fare goes into effect) |
| (3) Express/RAPID - | \$3.25 per ride (Reduced fare does not apply) |
| (4) Local/light rail Reduced fare - | \$1.00 per ride |
| (5) Streetcar Reduced fare - | \$0.50 per ride (when Streetcar fare goes into effect) |



City Council Memorandum Development Services Memo No. 24-021

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
 Andy Bass, Deputy City Manager & Acting Development Services Director
From: Lauren Schumann, Planning Senior Program Manager
Subject: PLH24-0012/PLH23-0056/PLT23-0022 Viviendo
 Adoption of Resolution No. 5805
 Introduction and Tentative Adoption of Ordinance No. 5099
Request: Amendment to Section 23 Area Plan from Neighborhood Commercial to Residential

Rezoning from Planned Area Development (PAD) for Neighborhood Commercial and congregate care to PAD for single-family residential

Preliminary Development Plan approval for subdivision layout and housing product

Preliminary Plat approval for a 76-lot single-family subdivision on approximately 15.4 acres

Location: Southeast corner of Ocotillo and McQueen roads

Applicant: Ralph Pew, Pew and Lake, PLC

Proposed Motion:

Area Plan

Move City Council pass and adopt Resolution No. 5805 Section 23 Area Plan amendment, PLH24-0012, as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5099 approving PLH23-0056 Viviendo, Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH23-0056 Viviendo for subdivision layout and housing product, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLT23-0022 Viviendo, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- 2000: Subject site zoned under 120-acre Geneva Lake Estates plan as PAD for Neighborhood Commercial (C-1) and congregate care/office.
- Approved for major anchor center with free-standing pads and congregate care on southern portion along McQueen Road; commercial development never occurred
- 2020: QuikTrip submitted rezoning application to develop fuel station, convenience store, and Sun Devil automotive repair shop at immediate corner. Case withdrawn due to opposition from surrounding neighbors.
- Southeast Chandler Area Plan (SECAP) sets maximum density at 3.5 du/ac; approved 1999
- Geneva Estates contains 268 single-family homes on approximately 97 acres (2.76 du/ac)
- The request uses aggregate density for the overall Geneva Estates, changing vacant commercial to 76 single-family lots; total aggregate density is 3.06 du/ac

Surrounding Land Use Data:

North	Ocotillo Road, then residential condos	South	Alamosa Drive, then single-family residential
East	Single-family residential	West	McQueen Road, then commercial shops

General Plan and Area Plan Designations:

Plan	Existing	Proposed
General Plan	Neighborhoods	No Change
Southeast Chandler Area Plan (SECAP)	Traditional Suburban Character	No Change

Proposed Development

	Single-family Subdivision
Number of Lots	76 single-family lots
Density	15.33 net acres Isolated density: 4.96 du/ac Aggregate Density (including overall Geneva Estates master planned area): 3.06 du/ac
Building Setbacks	Front: 20 ft. back of sidewalk to garage; 13 ft. to liveable/porch Sides: 5 ft. & 5 ft. Rear: 10 ft., with reduced setback for accessory building at 5 ft. Lots 10, 16, 37, 32, 44, 47, 49, 58, 60,67, 70, & 76 second story feature shall be set back 40 ft. from rear
Lot Size	4,922 square feet 45 ft. x 107 ft.
Lot Coverage	60%
Building Height	Mix 1 and 2-story homes Max. height 30 ft.
Architectural Themes	Contemporary, Spanish Modern, Hacienda
Number of Elevations	12
House Size	2,084 to 3,352 square feet
Number of Floor Plans	4 floor plans
Parking	Each lot provides a two-vehicle garage with a driveway for two additional vehicles; each garage pre-wired for electric vehicles (240V) Gated subdivision; on-street parking provided on one side of street

Review and Recommendation

The General Plan allows medium-density residential (3.5-12 du/ac) to be considered as a transitional land use on infill parcels when located adjacent to an arterial street. The subject site has been zoned for commercial uses since 2000 and remains vacant. Aggregate density can be considered if the proposed development is a part of a larger master planned development. Through aggregate density, the proposal may be considered if designed appropriately and compatible with surrounding lots.

Since the site is located within the SECAP, design elements are required in order to achieve a density greater than 2.5 du/ac. The request is for a density of 4.96 du/ac, with overall proposed aggregate density of Geneva Estates totaling 3.06 du/ac. When the SECAP was adopted, the design requirements provided options, such as common area lakes that were intended for larger residential developments. The proposed development will include a common ramada seating area, tot lot, and secured dog park for residents, meeting the intent of the SECAP. Due to the infill nature of the site, the Residential Development Standards (RDS) for subdivision layout are not applicable. However, the RDS guidelines remain applicable to the architectural design of the homes. The proposed single family residential subdivision meets the intent of the development standards, residential design guidelines, and the SECAP.

The proposed housing provides one, two, and combination one/two story detached single-family homes to provide a variety of housing types within the proposed subdivision. The adjacent subdivision has a mix of one and two-story homes. Therefore, the home builder has indicated which lots are limited to single-story and combination one/two story homes to match and buffer existing homes in the adjacent Geneva Estates lots and to create variety along the arterial streets.

Planning staff has reviewed the request and supports the proposal, citing consistency with the General Plan. The proposal is consistent with the policies of the General Plan, which call for a variety of housing choices and a compatible mix of housing types within the Neighborhoods designation. Furthermore, the site is located at an arterial intersection and is an infill parcel with an appropriate transition between land uses of different intensities. The General Plan encourages the development of underutilized commercial properties to be developed for other uses. Planning and Zoning Commission recommends approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- The applicant conducted a neighborhood meeting prior to submitting the rezoning application to receive comments from surrounding residents; staff was not in attendance.
- A formal neighborhood meeting was held on December 14, 2023. The applicant's team, staff, and approximately 14 residents attended the in-person neighborhood meeting. Residents were concerned about an increase in traffic from the new development and, more specifically, the secondary access proposed south to Alamosa Drive, which is currently used as a collector street to McQueen Road for two separate subdivisions. Attendees raised concerns regarding the proposed density, use of existing greenbelts in adjacent subdivisions, and overburdening the school's capacity for new families. Following the neighborhood meeting, K. Hovnanian reduced the amount of homes from 84 to 76 lots and added single-story floor plans. The applicant conducted additional community outreach through door-to-door meetings with the surrounding neighbors.
- As of the writing of this memo, Planning staff is aware of surrounding property owners in support and against the project. Residents in support of the proposal prefer to see the property develop as residential in lieu of intense commercial development. Residents against the request state the development is too dense and will increase traffic in the area. Attached to this memo are four letters in opposition, three letters in support, and one with general comments.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting May 1, 2024

Motion to Approve

In Favor: 6 Opposed: 0

At the Planning and Zoning Commission meeting, three residents spoke in opposition with concerns regarding an increase in traffic, more specifically along Alamosa Drive, and cut-through traffic through their subdivisions to the neighborhood schools. Two of the residents own lots that adjoin the property and were concerned with the amount of homes that back up to their properties; the two existing homes are two-story homes. Commission moved the item to action to discuss traffic and allow the applicant to respond to the concerns. The applicant explained how the proposed development would not have two-story homes built

next to existing single-story homes. Staff explained that the best practice for traffic is to use local collector streets to feed traffic to arterial streets, in this case the use of Alamosa Drive to the south as a gated resident-only access to the development in lieu of providing a second access to McQueen Road.

Recommended Conditions of Approval

Area Plan Amendment

Planning and Zoning Commission recommends the City Council approve the Area Plan Amendment to the Section 23 Area Plan from Neighborhood Commercial to Residential.

Rezoning

Planning and Zoning Commission recommends the City Council approve the Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Viviendo" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0056, modified by such conditions including at the time the Booklet was approved by the Chandler City Council and/or as therefore amended, modified or supplemented by Chandler City Council.
2. Uses permitted shall be single-family dwellings, with a minimum lot size of 4,500 square feet.
3. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
4. The landscaping in all private open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.
5. The landscaping in all rights-of-ways shall be maintained by the adjacent property owner or property owners' association.
6. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.

7. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
8. Lot coverage shall not exceed sixty percent (60%) of each lot area.
9. Minimum setbacks shall be as provided below and further detailed in the Development Booklet:

Property Line	Building Setback
Front Yard	20 ft. from back of sidewalk to garage door 13 ft. from property line to livable
Side Yards	5 ft. for each side
Rear Yard	10 ft.; Accessory buildings 5 ft.

Preliminary Development Plan

Planning and Zoning Commission recommends the City Council approve the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Viviendo" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0056, modified by such conditions including at the time the Booklet was approved by the Chandler City Council and/or as therefore amended, modified or supplemented by Chandler City Council.
2. The same elevation shall not be built side-by-side or directly across the street from one another.
3. Lots shall be restricted to single-story or a combination of one-story with two story elements as indicated in the Viviendo- Site Plan.
4. The site shall be maintained in a clean and orderly manner.
5. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.
6. The following enhanced landscape standards shall apply to the common open space and retention area along Ocotillo and McQueen roads:
 - a. 50% of required trees shall have a minimum planting size of a 36-inch box and a minimum of 12-feet in height at the time of planting.
 - b. A minimum of one (1) tree and six (6) shrubs per twenty-five (25) lineal feet of frontage on arterial or collector street rights-of-way.

7. The covenants, conditions and restrictions (CC & R's) to be filed and recorded with the subdivision shall mandate the installation of front yard landscaping within 180 days from the date of occupancy with the homeowners' association responsible for monitoring and enforcement of this requirement.
8. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.
9. Each garage shall be pre-wired to provide 240V electrical capacity necessary to accommodate future electric vehicle charging equipment.
10. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

Preliminary Plat

Planning and Zoning Commission recommends the City Council approve the Preliminary Plat subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

Attachments

Resolution No. 5805

Ordinance No. 5099

Vicinity Maps

Section 23 Area Plan

2004 Approved Geneva Estates Plan

Viviendo- Site Plan

Development Booklet

Public Comments

RESOLUTION NO. 5805

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN AMENDMENT TO THE “SECTION 23 AREA PLAN” FROM NEIGHBORHOOD COMMERCIAL TO RESIDENTIAL ON PROPERTY LOCATED AT THE SOUTHEAST CORNER OF OCOTILLO AND MCQUEEN ROADS.

WHEREAS, an interest has been expressed in seeking approval of a rezoning request, pending approval of an Area Plan amendment, for a particular development proposal located at the southeast corner of Ocotillo and McQueen roads; and

WHEREAS, the Land Use policies within the Chandler General Plan adopted by the City Council on April 14, 2016, encourage the preparation of Area Plans that address distinct characteristics and support unique land use planning for each area; and

WHEREAS, an existing area plan, the Section 23 Area Plan, has been adopted for the area bounded by Ocotillo to Chandler Heights roads and McQueen to Gilbert roads;

WHEREAS, the applicant prepared this amendment to the existing Section 23 Area Plan; and

WHEREAS, such an amendment, covering a portion of the adopted Area Plan including a map has been prepared by the applicant for consideration by the City Council after having received public input from the Planning and Zoning Commission and property owners at a previous public hearing;

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

SECTION I. That the attached map exhibit, an Amendment to the Section 23 Area Plan, as presented to the Planning and Zoning Commission and approved at their public hearing held on May 1, 2024, is hereby adopted as the guideline for future rezoning and development for the area described within it.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5805 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting was held on the _____ day of _____, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY TA

Map Exhibit

PL98-081

Section 23
Area Plan

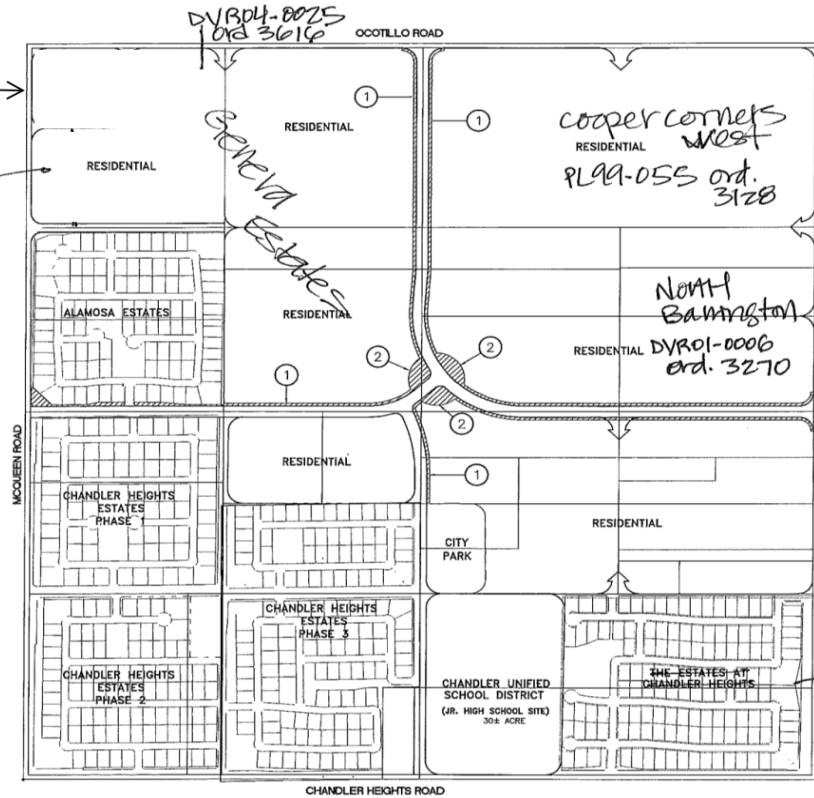
Resolution: 2949
11/19/1998

AREA PLANNING AND CIRCULATION EXHIBIT

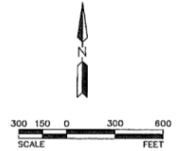
Resolution 5805

PLH24-0012
Amendment

~~OFFICE/
congregational
care~~



- OPEN SPACE ELEMENTS**
- ① 10' - 20' WIDE (15' AVERAGE) OPEN SPACE TRACT ALONG RESIDENTIAL COLLECTOR STREETS.
 - ② COMMON-USE OPEN SPACE AT INTERSECTION OF COLLECTOR STREETS. EXACT SIZE AND CONFIGURATION TO BE DETERMINED DURING SUBDIVISION PLANNING FOR EACH PARCEL. OPEN SPACE AREAS TO INCLUDE PEDESTRIAN AMENITIES SUCH AS MEANDERING PATHS, BENCHES, PLANTERS AND/OR FOUNTAINS. (AREA ENLARGED AND NOT SHOWN TO SCALE ON THIS PLAN.)



ORDINANCE NO. 5099

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM PLANNED AREA DEVELOPMENT (PAD) FOR NEIGHBORHOOD COMMERCIAL AND CONGREGATE CARE TO PLANNED AREA DEVELOPMENT (PAD) FOR SINGLE-FAMILY RESIDENTIAL IN CASE PLH23-0056 (VIVIENDO) LOCATED AT THE SOUTHEAST CORNER OF OCOTILLIO AND MCQUEEN ROADS WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, an application for rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days' notice of the time, place, and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to the public hearing; and

WHEREAS, the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential and a City Park, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Viviendo" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0056, modified by such conditions including at the time the Booklet was approved by the Chandler City Council and/or as therefore amended, modified, or supplemented by Chandler City Council.

2. Uses permitted shall be single-family dwelling, with a minimum lot size of 4,500 square feet.
3. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements, and street lighting to achieve conformance with City codes, standard details, and design manuals.
4. The landscaping in all private open spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.
5. The landscaping in all rights-of-ways shall be maintained by the adjacent property owner or property owners' association.
6. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.
7. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
8. Lot coverage shall not exceed sixty percent (60%) of each lot area.
9. Minimum setbacks shall be as provided below and further detailed in the Development Booklet:

Property Line	Building Setback
Front Yard	20 ft. from back of sidewalk to garage door 13 ft. from property line to livable
Side yard setbacks	5 ft. for each side
Rear Yard	10 ft.; Accessory buildings 5 ft.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. 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, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2024.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2024.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5099 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY TA

Published:

Exhibit "A"

**LEGAL DESCRIPTION
FOR
Viviendo**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CHANDLER, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1:

That portion of the Northwest quarter of the Northwest quarter of Section 23, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northwest corner of said Section 23;

Thence South 90 degrees 00 minutes 00 seconds East, along the North line of said Section 23, a distance of 830.04 feet;

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 730.00 feet;

Thence North 90 degrees 00 minutes 00 seconds West, a distance of 840.08 feet to a point on the West line of said Section 23;

Thence North 00 degrees 47 minutes 15 seconds East, along said West line, a distance of 730.07 feet to the point of beginning;

Except any portion lying within Geneva Estates Map of Dedication recorded in Book 746 of Maps, Page 14.

Parcel No. 2:

That portion of the Northwest quarter of the Northwest quarter of Section 23, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 23, Thence South 00 degrees 47 minutes 15 seconds West, along the West line of said Section 23, a distance of 730.07 feet to the point of beginning;

Thence North 90 degrees 00 minutes 00 seconds East, leaving said Westerly line, a distance of 385.04 feet;

Thence South 00 degrees 00 minutes 00 seconds West a distance of 592.18 feet to the South line of the Northwest quarter of the Northwest quarter of said Section 23;

Thence South 89 degrees 58 minutes 26 seconds West a distance of 393.18 feet to a point on the West line of said Section 23;

Thence North 00 degrees 47 minutes 20 seconds East, along said Westerly line a distance of 592.42 feet to the point of beginning;

Except any portion lying within Geneva Estates Map of Dedication recorded in Book 746 of Maps, Page 14; and Except any portion lying within "Geneva Estates", according to the Plat recorded in Book 761 of Maps, Page 9.





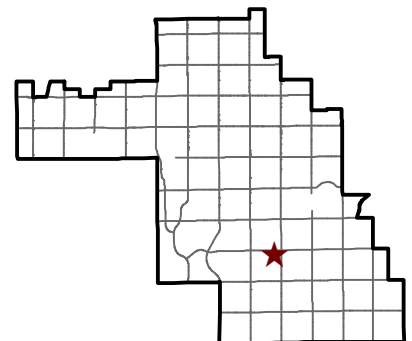
PLH24-0012/PLH23-0056/PLT23-0022 Viviendo



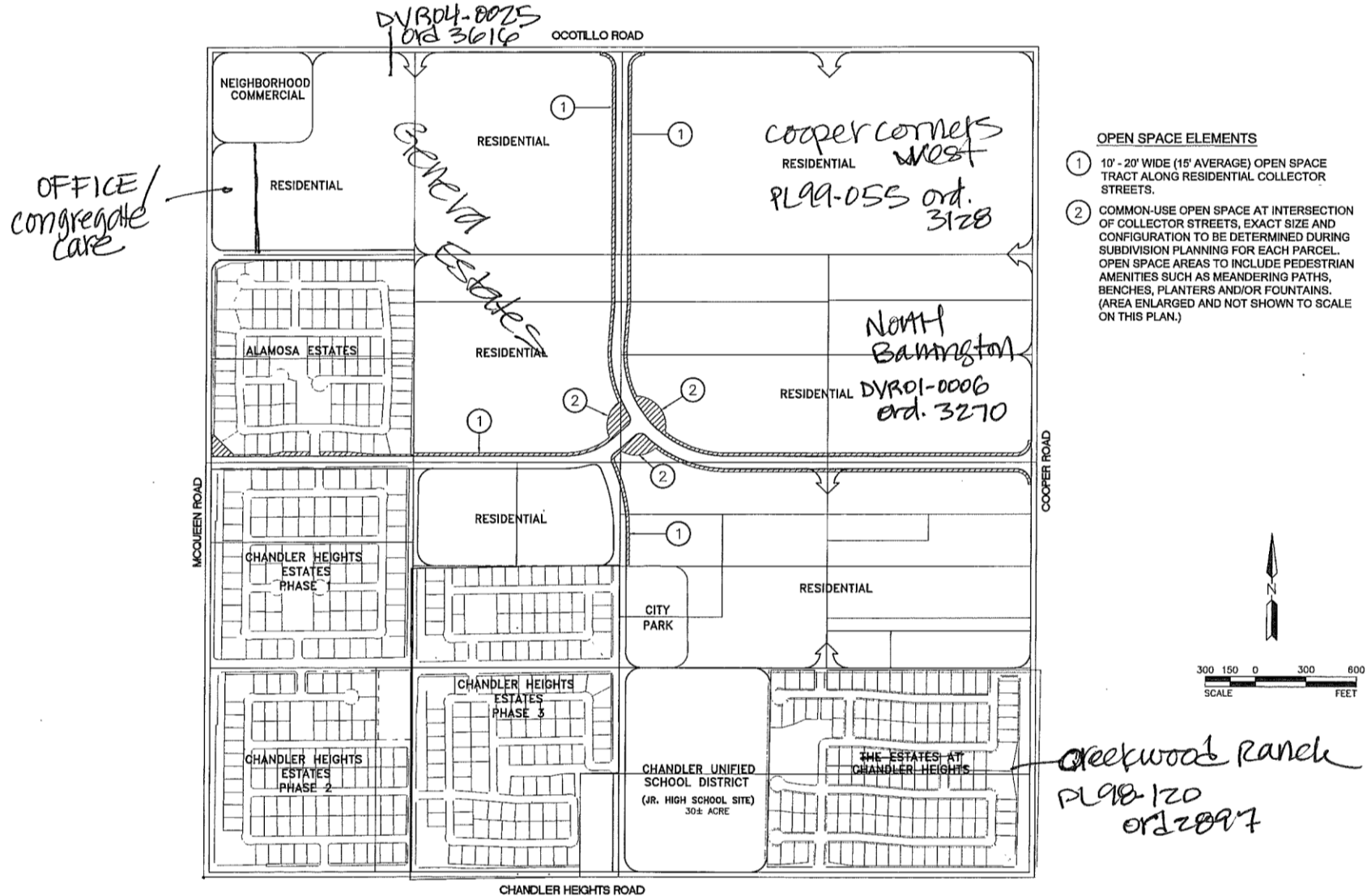
Proposed Project Details
 Area Plan Amendment/Rezone/PDP/Pre-Plat
 15.33 Acres
 76 Lot Single Family Subdivision



City of Chandler Planning Division
chandleraz.gov/planning
 For more information visit:
<https://gis.chandleraz.gov/planning>



AREA PLANNING AND CIRCULATION EXHIBIT



PL98-081

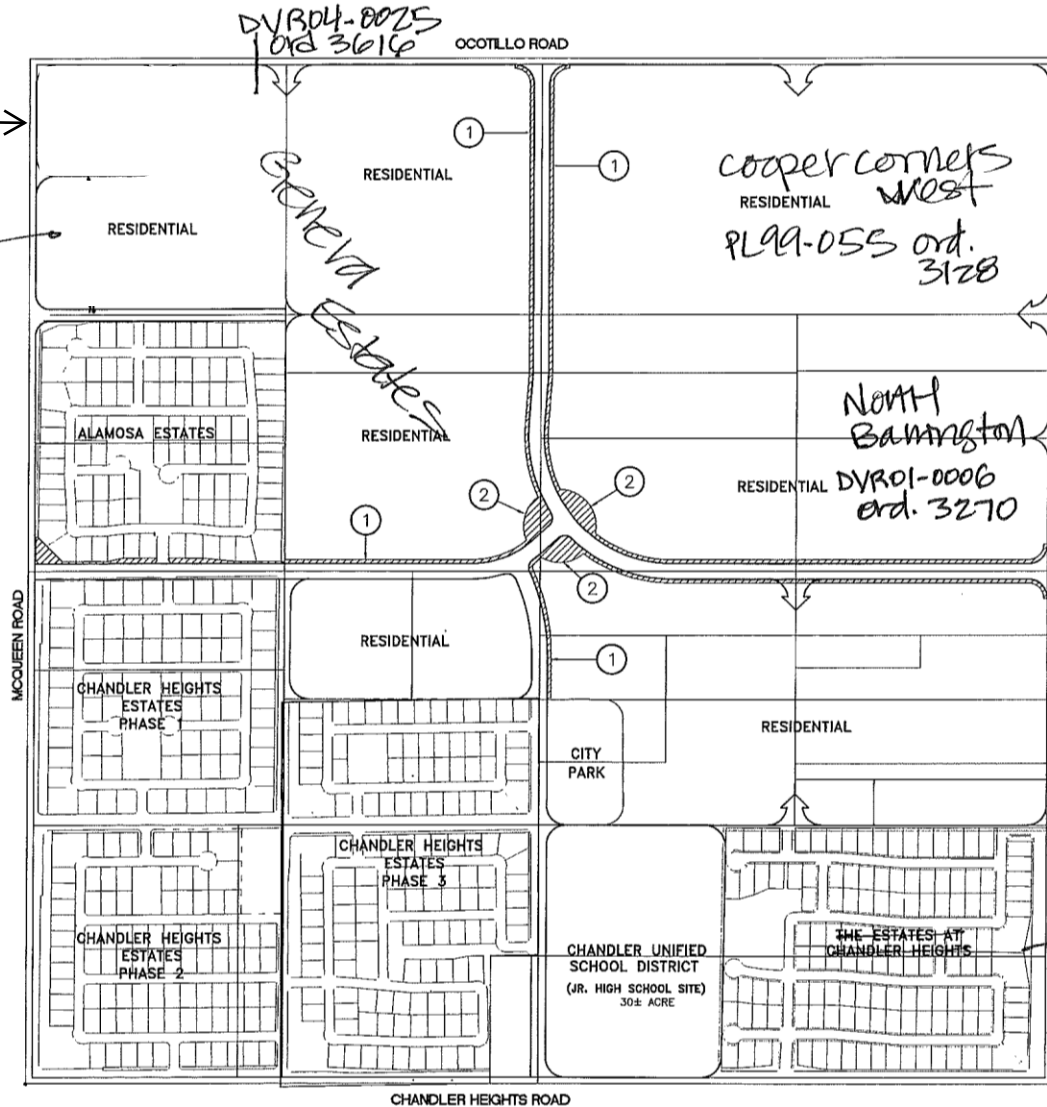
Section 23
Area Plan

Resolution: 2949
11/19/1998

AREA PLANNING AND CIRCULATION EXHIBIT

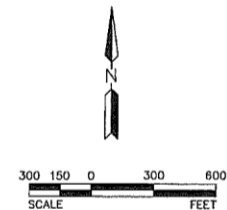
PLH24-0012
Amendment

~~OFFICE/
congregate
care~~



OPEN SPACE ELEMENTS

- 1 10' - 20' WIDE (15' AVERAGE) OPEN SPACE TRACT ALONG RESIDENTIAL COLLECTOR STREETS.
- 2 COMMON-USE OPEN SPACE AT INTERSECTION OF COLLECTOR STREETS, EXACT SIZE AND CONFIGURATION TO BE DETERMINED DURING SUBDIVISION PLANNING FOR EACH PARCEL. OPEN SPACE AREAS TO INCLUDE PEDESTRIAN AMENITIES SUCH AS MEANDERING PATHS, BENCHES, PLANTERS AND/OR FOUNTAINS. (AREA ENLARGED AND NOT SHOWN TO SCALE ON THIS PLAN.)





Southeast Chandler Area Standards

1. Average 45' wide landscape setback (measured from the curb line to the fence wall) along arterial streets.
2. Reduced number of homes backing onto arterial streets (less than 50%).
3. Perimeter fence walls adjoining arterial streets will include rural character open-view fencing. Solid fencing will have staggered or material changes occurring at least every 100 feet.
4. Rural character elements including stone, brick, boulevard medians, view openings, and enhanced landscaping, incorporated into entry features.
5. Four sided elevations with a diverse architectural palette, and varied rooflines at rear elevations along arterial and collector streets.

Increased Density Requirements and Options

- A-1 Play-lots/pocket parks (noted on the plans as Amenity Areas) are no greater than 1,320 feet from any dwelling unit.
- A-4 Open space exceeds standard requirement of 10% by a minimum of 2.5%.
- A-6 Open space exceeds standard requirement of 10% by a minimum of 7.5%.
- A-9 Looped drive around centralized common space for park/focal point.
- A-12 Provide visible open space with view corridors, to the SanTan Mountains, with a minimum width of 100'.
- A-20 Recreational facilities and amenities with comprehensive streetscape and neighborhood furniture palettes. Two points are earned for the combined provision of multiple amenities including benches in open space and gathering areas, decorative lighting, a neighborhood landscape planting theme, ramadas, tot lots and a sport court. Each ramada will include picnic benches and decorative trash containers.

Subdivision Diversity Elements - REQUIRED

1. Sense of neighborhood arrival.
2. Distinctive project themes.
3. Vehicular access to rear yards.
4. Deeper rear yard setbacks (for two-story dwellings).
5. Irregular shaped retention areas.
6. Retention areas to be usable and accessible.
7. Landscaped parkway (minimum 10' width along arterials).
8. Stagger and breaks in perimeter walls.

Subdivision Diversity Elements - OPTIONAL

- minimum 10 points required
1. Curvilinear street system.
 2. Cul-de-sacs with a diversity feature or access to common open space.
 3. View fencing along arterial and collector streets.
 4. Group wider side yards.
 5. Wider corner lots (10 ft. wide landscape tract on street side).
 6. Provide a mix of garage orientations.
 7. Stagger the rear setback lines.
 11. Landscaped open spaces (visible from arterial streets).
 20. 20 ft landscaped parkway (along arterial streets).
 21. Other subdivision features (cul-de-sac islands & solar orientation).

Site Legend

- (A) Low Accent Wall With Columns
- (B) 6' High Theme Wall
- (C) 2 Rail Fence
- (D) 6' High View Wall
- (E) Existing CMU Wall
- (F) 6' High, 4" CMU Wall
- (G) Amenity Area
Typical Area Would Include:
Sport Court
Ramada
Tot Lot
Picnic Table
BBQ
Benches
- (H) 8' Wide Concrete Paseo
- (I) Water Feature

Site Data

planned area development

Zone	Net Area In Acres	Total Units	Du/acre	Total Gross Acres
PAD	99.19	268	2.70	102.34

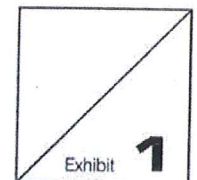
Minimum Lot Dimensions	Lot Size along Arterials	78' X 138' (10,136 SF)
	Interior Lot Size	73' x 128' (9,344 SF)

Percentage in open space	17.59%	17.76 ac
Arterial R/W	3.22 ac	

Site Plan



PDSA
LAND PLANNERS / LANDSCAPE ARCHITECTS
PD/SAUREY ASSOCIATES
3850 EAST BASELINE ROAD, SUITE 117
MESA, AZ 85206 (480) 933-9569



LEGEND

GROSS SITE AREA: 18.8 AC.
NET SITE AREA: 15.33 AC.
PROPOSED ZONING: PAD
OF LOTS: 76
NET SITE DENSITY: 4.9 DU/AC
MIN. LOT SIZE: 46'X106'

GENEVA ESTATES AREA: $97.02 + 15.33 = 112.35$ AC
PROP. TOTAL LOT COUNT: $268 + 76 = 344$ UNITS
PROP. OVERALL DENSITY: $344 / 112.35 = 3.06$ DU/AC
REQ. USEABLE O/S
PER SECAP: 17.5% (2.7 AC)
PROV. USEABLE O/S: 18% (2.8 AC)
PROV. TOTAL O/S: 23% (3.5 AC)

SETBACKS:

FRONT: 20' FROM BACK OF S/W TO FACE OF GARAGE,
13' FROM P.L. TO LIVABLE
REAR: 10', 5' FOR AN ACCESSORY BUILDING
SIDE: 5'-5'



COMMUNITY MAILBOX



LOTS W/ SINGLE-STORY RESTRICTION



LOTS W/ 40' MIN. REAR STBK TO 2ND
STORY ELEMENTS



S MCQUEEN RD

PASEO VISTA VILLAGE
(PAD)

E OCOTILLO RD



AMENITY

E GRAND CANYON DR

GENEVA ESTATES
(PAD)

E ALAMOSA DR

ALAMOSA ESTATES
(PAD)

VIVIENDO • SITE PLAN

📍 CHANDLER, AZ
📅 2024-04-16
23003921
👤 K.HOVNANIAN

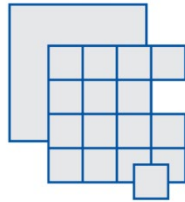
Viviendo – K. Hovnanian Homes

SEC McQueen & Ocotillo

PROJECT NARRATIVE PLH23-0056 & PLH24-0012

Pew & Lake, P.L.C.

Ralph Pew
1744 South Val Vista Drive Suite 217
Mesa, AZ 85204
Phone: (480) 461-4670



Pew & Lake, P.L.C.
Real Estate and Land Use Attorneys

RVi Planning + Landscape Architecture

Alex Stedman
120 South Ash Avenue Suite 201
Tempe, AZ 85281
Phone: (480) 994-0994



On Behalf of:

K. Hovnanian Homes
20830 N Tatum Blvd Suite 250
Phoenix, AZ 85050

KHovnanian[®]
Homes

April 16, 2024

Introduction

Pew & Lake PLC., on behalf of our client, K. Hovnanian Homes, is pleased to submit this request for a single-family residential development on approximately 15.33 net acres of property located at the southeast corner of Ocotillo Road and McQueen Road. The overall project site is shown below, outlined in blue. It is currently vacant and zoned PAD in support of Commercial uses in the City of Chandler.

Figure 1 – Site Aerial



Request

The Applicant requests the following to the City of Chandler:

1. Rezoning from PAD in support of Commercial uses to PAD in support of Single-Family Residential with a Preliminary Development Plan (PDP).

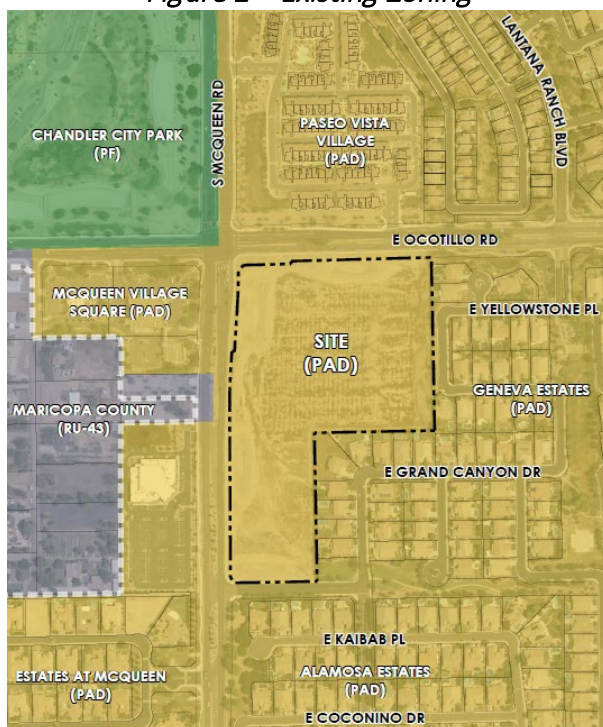
Existing Site Conditions

The property is currently vacant and surrounded by complementary residential and commercial uses. Immediately to the west is the McQueen Village Square commercial shopping center. To the north is a single-family condo subdivision and public park. To the east is the Geneva Estates residential community. The south boundary is Alamosa Estates residential community.

Table 1 – Relationship to Surrounding Properties

Direction	Existing Use
North	Park/Residential
East	Residential
South	Residential
West	Church/Commercial
Project Site	Vacant

Figure 2 – Existing Zoning



General Plan Designation

The City of Chandler General Plan land use designation for this site is “Neighborhood”. The adopted 2016 General Plan provides flexibility in the Neighborhood Land Use Classification for a range of residential densities. Furthermore, the City has matured and has now grown to the point where large developable land parcels are few and infill or redevelopment is how most future development will occur.

Additionally, the site is within the Southeast Area Plan which allows a maximum density of 3.5 du/ac. Currently, Geneva Estates is 97.02 net acres with 268 lots. With the addition of the Viviendo 15.33 net acres and 76 lots, the overall net area will become 112.42 acres offering 344 lots. The result of the added acreage and lots is an aggregate density of **3.06** du/ac. Therefore, the proposed rezoning is consistent with the Southeast Area Plan designations.

The consideration of medium-density single-family residential in this location is warranted as can be demonstrated with the following elements and policies of the City’s General Plan:

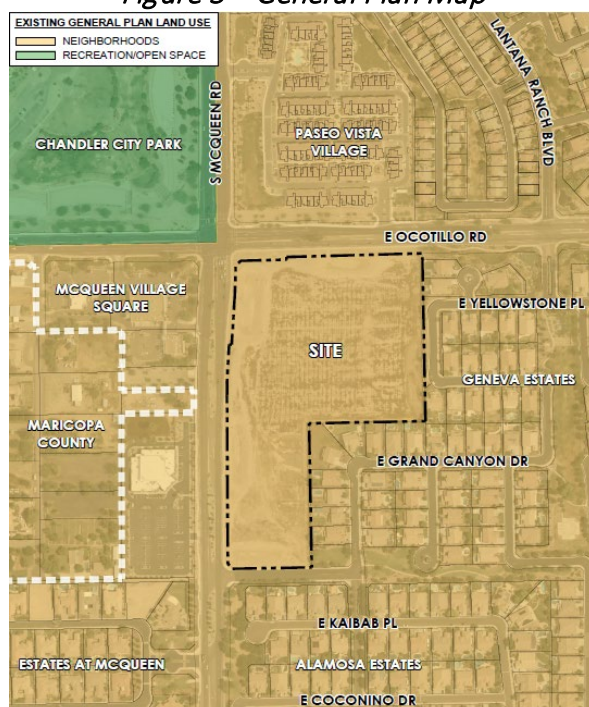
- Medium-density residential (3.5-12 dwelling units per acre) can be considered for infill parcels in areas located between land uses of different intensities where a transitional use or density gradation is advisable, or as a component of a mixed-use development. Medium-density residential may be located along arterial roads, freeway corridor, adjacent to employment and commercial areas, regional parks, or major recreation facilities, or as part of an approved neighborhood or area plan where compatibility, transition, or other justification warrant approval.

Viviendo is located along two arterials, McQueen and Ocotillo Roads, and surrounded by a range of densities and uses. The community offers compatible and complimentary residential use adjacent to single-family subdivisions.

- Land Use & Development Policy 1.1.1(f) Encourage compatible infill projects.
- Housing & Neighborhoods Policy 1.1.2 (a), 1.1.2 (b) Provide for a variety of housing choices for all income levels and promote a compatible mix of housing types in infill areas.
- Growth Areas: It is important to note that there are infill lots and parcels that will be redeveloped outside of these growth areas. Chandler encourages infill and redevelopment to occur in appropriate areas throughout Chandler.
- Infill: Development of vacant lands in predominantly built-up portions of the community or redevelopment of properties that are underutilized so as to make the most efficient use of existing infrastructure and attain higher economic return from real estate.

The proposed development offers a housing product at 4.9 DU/AC (gross density) which is truly an asset to the City by bringing to the market the highly demanded, but often overlooked “Missing Middle” housing option. Most residential development either focuses on single-family at or just below 4 DU/AC or multi-family over 12 DU/AC. There is a gap in the housing that should be provided and is needed. As an infill parcel, this development is at a great location and provides an appropriate transition.

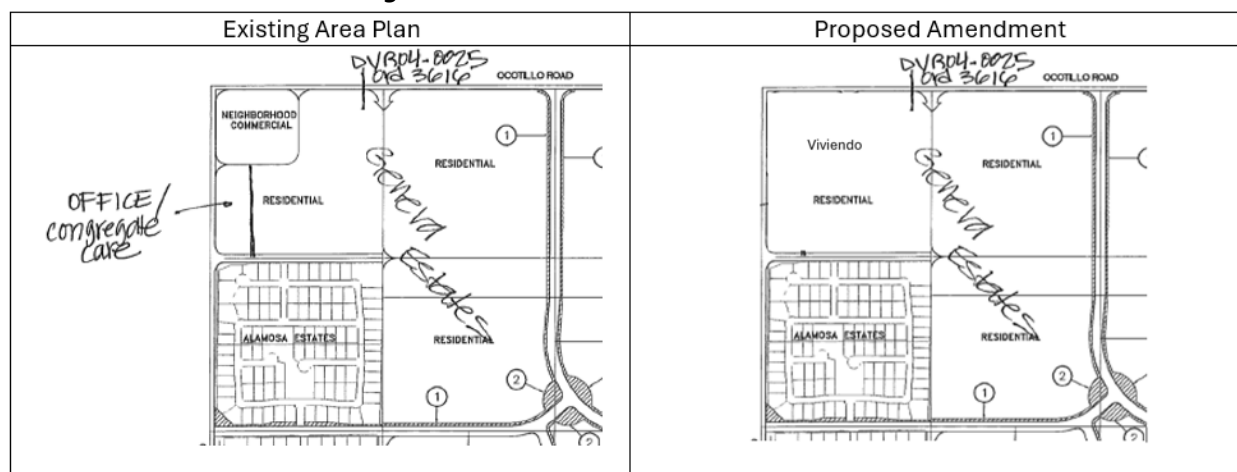
Figure 3 – General Plan Map



Section 23 Area Plan Amendment

To accommodate the proposed residential project, the applicant is requesting to amend the Section 23 Area Plan. Currently, the Section 23 Area Plan includes Neighborhood Commercial at the intersection of Ocotillo and McQueen Roads and Office / Congregate Care along McQueen Road. The balance of the site is designated as residential. The request to amend the area plan includes changing the Neighborhood Commercial and Office / Congregate Care to residential. **Figure 4** below illustrates the Section 23 Area Plan Amendment.

Figure 4 – Section 23 Area Plan Amendment



Residential Development Standards

Viviendo has been thoughtfully designed in compliance with the City's Residential Design Standards. The proposal consists of 76 residential lots on 15.33 gross acres, with the primary gated entry on Ocotillo Road and the secondary gated entry along Alamosa Drive. The relatively small parcel is located near developed residential neighborhoods, but the physical barriers of the surrounding area preclude expansion making it a prime location for infill.

The community offers 23% open space with an amenity park centrally located in the project and a walking trail throughout with access to the arterials. The lots are a minimum of 4,922 square feet and offer a detached single family housing product. Front setbacks are 13 feet minimum to livable space; 20 feet minimum to front facing garage from back of sidewalk. Side setbacks are 5 feet minimum and rear setbacks are a minimum of 10 feet and 5 feet for an accessory building. Lots 10, 37, 32, 41, 47, 49, 58, 60, 67, 70, 76, will offer a rear yard setback of 40 feet for the second story elements.

The subdivision offers 39-foot-wide private streets, which will accommodate ample guest parking on one side of the street. In addition, each home will provide two car garages and two car driveways accommodating four parking spaces for each home.

Entry, walls, signage

A primary entry monument shall be located on Ocotillo Road and the secondary entry monument will be on Alamosa Drive. The monument shall incorporate a variety of materials including split face block, smooth face block, and founders finish block. Ground mounted lighting shall be provided to illuminate the monument as well as accent larger box trees immediately adjacent.

Along the western, northern and southern perimeters/entries of the project, theme walls will separate the development from the arterial roads. Theme walls are also provided throughout the community. A dooley wall is proposed within the community between lots 18 and 19. A seat wall is proposed in the amenity area. Additionally, the amenity area will offer retaining walls with partial view fencing. The partial view fence will be constructed to provide 3.5 ft of exposed retaining wall below a 6-foot wall. The 6-foot wall will be 4 feet of block with 2 feet of view fencing on top.

Amenities & Open Space

Over 3 acres of open space is provided, and the community is thoughtfully landscaped (see landscape plan). The amenity area will include a tot lot, ramada, and grass area. A dog park has been designed in the northwest corner near the McQueen Road and Ocotillo Road intersection.

Landscaping

As seen on the included landscape plan, the Viviendo community will provide perimeter landscaping along McQueen Road and Ocotillo Road and a passive open space / retention area is located near the intersection, the main entrance, between lots 49 and 50, and along Alamosa Drive.

Subdivision Layout Diversity

As further described below, Viviendo demonstrates that the residential proposal incorporates several of the Subdivision Diversity Elements. The plan satisfies six of the required Subdivision Diversity Elements and three of the optional Diversity Elements, see in the table on the next page.

Table 2 – Subdivision Diversity Elements

Element Number	Required Diversity Element	Explanation
1	Sense of neighborhood arrival	Project monumentation will be provided at both entrances to the community. These elements will include material and color themes that are prevalent throughout the community
2	Distinctive project themes	Thematic elements found throughout the community include expression of rural themes including red brick and color tones that are common throughout the area.
5	Irregular shaped retention basins	Because the project is located on a site that was originally planned for commercial uses creativity with open space is limited. However, the project contains multiple locations that are irregularly shaped retention areas, long narrow amenity shaped retention area.
6	Design and improve retention areas to be useable and accessible	The dog park has been designed with the retention basin in the NWC
7	Provide a minimum 10- foot landscape parkway from ROW link to fence in a common are when lots back onto an arterial street and 5 feet when backed to a local collector	The landscape parkway along the arterial streets is greater than 10'
8	Provide staggers or other visual breaks in perimeter fence walls adjoining arterial streets	The rear lot walls along the perimeter are staggered 5' every couple of lots.
Element Number	Optional Diversity Element	Explanation
6	Provide different lot widths (at least 5-ft differential)	All lots are 46' wide.
7	Widen corner lots by at least 10 feet more than interior lots on same block or include a 10-foot-wide landscape tract on the street side of the lot.	10' landscape tracts are provided throughout.
20	Provide a minimum 20-foot landscape parkway along arterial streets, measured from the ROW line to the fence.	This standard is met and, in many places, exceeded.

Development Standards

Below are the development standards proposed for the Viviendo residential subdivision. The lots are a minimum of 4,922 square feet with typical dimensions of 46 feet wide by 107 feet deep. Each garage is proposed to be pre-wired to provide 240V electrical capacity necessary to accommodate future electric vehicle charging equipment. The table on the next page outlines the proposed development standards.

Table 3- Proposed Development Standards

Standard	Proposed PAD
Front Setback	20' from Back of Sidewalk to garage. 13' from livable/porch
Rear Setback*The rear yard setback for an accessory building shall be a minimum of 5 feet.	10'
Homes on lots 10, 37, 32, 41, 47, 49, 58, 60, 67, 70 and 76 Rear Setback*The rear yard setback for an accessory building shall be a minimum of 5 feet.	40' Minimum rear setback to second story elements
Side Setback	5'-5'
Building Height	30'
Density (Maximum)	6.0 du/ac
Common Open Space	20%
Lot coverage	60%

Housing Product Architecture

The proposed Viviendo subdivision will provide high quality architecture that represents a combination of Contemporary, Spanish Modern, and Hacienda styles. Four-sided architecture has been provided on all homes throughout the community. Each style has three different design options provided to further enhance the character and uniqueness of the community. Additionally, each architectural style will incorporate specific details, some examples of the details are window trim, shutters, board and batten siding, masonry veneer, corbels, parapets, window girds, and stuccos control joints.

The homes will be one or two stories and range in size from approximately 2,084 SF to approximately 3,352 SF. All home designs include front doors and covered entry/porches that are visible from the street. The garage styles, locations, and coach lights further diversify the design and de-emphasize garage fronts. The image below illustrates the diversity of design and the unique collection of architectural styles.



As previously discussed, the proposed housing product meets the City's Architectural Diversity Standards and is demonstrated by specifically meeting the following elements outlined in the tables on the next pages.

ARCHITECTURAL DIVERSITY STANDARDS - REQUIRED 9 ELEMENTS	
1. Provide four-sided architecture especially for portions of building visible from arterial street	Four-sided architectural design has been provided on all homes/elevations by incorporating design elements including stucco window popouts, window mullions, shutters, stucco control joints, gable vents, varied roof and massing designs, and soffit treatments to all side/rear elevations.
2. De-emphasize garage fronts	The home designs de-emphasize the garages by providing livable and porch elements in front of the garage massing. Furthermore there are varying garage massing, roof lines, garage door designs, and coach lights to promote diversity and de-emphasizing garage fronts.
3. Front door or courtyard entry to be visible from street	All home designs include front doors and covered entry/porches that are visible from the street.
4. Single-story or combination one- and two-story homes on all corner lots	Combination of one and two story homes are proposed on corner lots.
5. Enhanced rear elevations along arterial and collector streets and open spaces	All homes/elevations include four-sided architecture that represent the style of architecture from all sides and vantage points.
6. Variety of roofing colors, textures, and shapes	Each elevation character will have style specific color schemes and roof tile colors and profiles including both concrete S and flat tiles. The varied use of gables and hips promote building mass diversity.
7. Durable exterior materials and finishes (brick, masonry, stone, stucco facades)	Durable exterior finishes include stucco, engineered wood composite board and batten siding, masonry veneer, and concrete roof tiles.
8. Box-on-box (two-story) homes to include a single-story element on rear elevations or second story plan changes or multiple roof designs	All home designs include single story elements, mass offsets, and varied roof designs at the rear elevations.
9. Standard covered rear patios on all floor plans	All home designs include a standard covered patio at the rear of the home.

ARCHITECTURAL DIVERSITY STANDARDS - OPTIONAL ELEMENTS (MINIMUM REQUIRED - 7 POINTS)	
1. Provide at least 3 significant architectural style differences	Three architectural styles are proposed in Spanish Modern, Hacienda, and Contemporary elevation characters.
2. Prohibit the same front elevation on adjoining homes or across the street	To promote street scene diversity, no identical plan and elevation will be allowed adjacent to or across from one another regardless of color scheme.
3. Standard feature stone, brick, or accent façade material on at least one elevation for each floor plan available	Masonry veneer will be standard on the Craftsman elevations, board and batten siding is a standard material on Farmhouse elevations, masonry veneer and horizontal siding is a standard material on the Contemporary elevations.
4. Provide distinctive architectural details on all elevations; covered front porches, covered front entries, door & window details, roof features, etc.	Each architectural style incorporates style specific details, materials, colors, and massing. Examples include window trim, shutters, board and batten siding, masonry veneer, corbels, window grids, stucco control joints among others.
5. Provide screening or other accommodation for trash bins, recycling bins, household tools and equipment	Trash/recycle bins will be stored in garage or behind the side yard gate. A/C condensers are also located behind the side yard fence return.
10. Provide a variety of front yard landscape packages installed by builder	K. Hovnanian will offer a choice of (3) three distinct front yard landscape packages available to the buyer and installed by the builder.
12. Provide four-sided architecture throughout subdivision	Four-sided architectural design has been provided on all homes/elevations throughout the community.

Conclusion

With the development of this property, K Hovnanian will introduce a new type of housing product into this established part of Chandler. The applicant and K. Hovnanian look forward to working with the City of Chandler Planning and Engineering staff to design an outstanding community for the City of Chandler.

EXISTING GENEVA ESTATES PAD DENSITY						
DEVELOPMENT	MARICOPA COUNTY RECORDING NUMBER	NUMBER OF LOTS	NET ACREAGE	DENSITY (DU/NET AC)	ACREAGE OF OPEN SPACE	PERCENT OPEN SPACE
GENEVA ESTATES	BOOK 761 PAGE 9	268	97.02	2.76	18.0	19%

PROPOSED GENEVA ESTATES PAD DENSITY						
DEVELOPMENT	MARICOPA COUNTY RECORDING NUMBER	NUMBER OF LOTS	NET ACREAGE	DENSITY (DU/NET AC)	ACREAGE OF OPEN SPACE	PERCENT OPEN SPACE
GENEVA ESTATES	BOOK 761 PAGE 9	268	97.02	2.76	18.0	19%
VIVIENDO	N/A	76	15.33	4.96	3.5	23%
TOTAL		344	112.35	3.06	21.5	19%

LEGEND

GROSS SITE AREA: 18.8 AC.
NET SITE AREA: 15.33 AC.
PROPOSED ZONING: PAD
OF LOTS: 76
NET SITE DENSITY: 4.9 DU/AC
MIN. LOT SIZE: 46'X106'

GENEVA ESTATES AREA: $97.02 + 15.33 = 112.35$ AC
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PROP. OVERALL DENSITY: $344 / 112.35 = 3.06$ DU/AC
REQ. USEABLE O/S
PER SECAP: 17.5% (2.7 AC)
PROV. USEABLE O/S: 18% (2.8 AC)
PROV. TOTAL O/S: 23% (3.5 AC)

SETBACKS:

FRONT: 20' FROM BACK OF S/W TO FACE OF GARAGE,
13' FROM P.L. TO LIVABLE
REAR: 10', 5' FOR AN ACCESSORY BUILDING
SIDE: 5'-5'



COMMUNITY MAILBOX



LOTS W/ SINGLE-STORY RESTRICTION



LOTS W/ 40' MIN. REAR STBK TO 2ND
STORY ELEMENTS

S MCQUEEN RD

PASEO VISTA VILLAGE
(PAD)

E OCOTILLO RD

MCQUEEN VILLAGE
SQUARE (PAD)

MARICOPA
COUNTY
(RU-43)

AMENITY

E GRAND CANYON DR

GENEVA ESTATES
(PAD)

E ALAMOSA DR

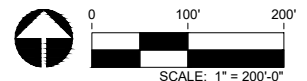
ALAMOSA ESTATES
(PAD)

Copyright RVI

Aerial Photography Date:

VIVIENDO • SITE PLAN

📍 CHANDLER, AZ
📅 2024-04-16
23003921
👤 K.HOVANIAN



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PLANT PALETTE

TREES

BOTANICAL NAME

Acacia mulga
Acacia stenophylla
Caesalpinia mexicana
Prosopis glandulosa 'Maverick'
Prosopis chilensis 'Leslie Roy'
Pistacia x 'Red Push'
Quercus virginiana 'Joan Lionetti'
Sophora secundiflora 'Silver Peso'
Ulmus parvifolia

COMMON NAME

Mulga
Shoestring Acacia
Mexican Bird-of-Paradise
Texas Honey Mesquite
Thornless Mesquite
Red Push Pistache
Joan Lionetti Live Oak
Silver Texas Mountain Laurel
Chinese Evergreen Elm

SHRUBS & ACCENTS

BOTANICAL NAME

Caesalpinia pulcherrima
Calliandra californica
Dodonaea viscosa 'Purpurea'
Eremophila hygrophana
Eremophila maculata 'Valentine'
Hesperaloe parviflora
Leucophyllum langmaniae 'Lynn's Legacy'
Leucophyllum zygomphyllum
Muhlenbergia capillaris 'Regal Mist'
Muhlenbergia linheimeri 'Autumn Glow'
Russelia equisetiformis
Tecoma stand 'Gold Star'

COMMON NAME

Red Bird-of-Paradise
Baja Fairy Duster
Purple Hopseed Bush
Blue Bells
Valentine Emu Bush
Red Yucca
Lynn's Legacy Sage
Blue Ranger
Regal Mist Muhly
Autumn Glow Muhly
Firecracker Plant
Gold Star Tecoma

GROUND COVER

BOTANICAL NAME

Acalypha monstachya
Baccharis x 'Stam'
Eremophila glabra 'Mingenew Gold'
Lantana x 'New Gold'
Lantana montevidensis
Rosmarinus officinalis 'Huntington Carpet'
Ruellia brittoniana x 'Katie'

COMMON NAME

Raspberry Fuzzies
Dwarf Coyote Bush
Outback Sunrise Emu Bush
New Gold Lantana
Purple Trailing Lantana
Trailing Rosemary
Katie Ruellia

LANDSCAPE KEYNOTES

- 1 10' LANDSCAPE TRACT
- 2 TRAFFIC CALMING
- 3 DOG PARK
- 4 PERIMETER THEME WALL
- 5 5' SIDEWALK
- 6 MAILBOX
- 7 TOT LOT
- 8 PRIMARY ENTRY MONUMENTATION
- 9 SECONDARY ENTRY MONUMENTATION
- 10 PRIMARY ENTRY - SWING GATE
- 11 RESIDENT ONLY ACCESS - SWING GATE
- 12 PEDESTRIAN GATE
- 13 PLANTERS

MARICOPA
COUNTY
(RU-43)

S MCQUEEN RD

PASEO VISTA VILLAGE
(PAD)

E OCOTILLO RD

E GRAND CANYON DR

GENEVA ESTATES
(PAD)

E ALAMOSA DR

ALAMOSA ESTATES
(PAD)

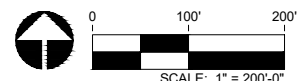
Copyright RVI

Aerial Photography Date:

RVI
4900 N. Scottsdale Rd. Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0924
www.rviplanning.com

VIVIENDO • LANDSCAPE PLAN

- 📍 CHANDLER, AZ
- 📅 2024-04-16
- 🔢 23003921
- 👤 K.HOVNANIAN



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PLANT PALETTE

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Acacia stenophylla
Caesalpinia mexicana
Prosopis glandulosa 'Maverick'
Prosopis chilensis 'Leslie Roy'
Pistacia x 'Red Push'
Quercus virginiana 'Joan Lionetti'
Sophora secundiflora 'Silver Peso'
Ulmus parvifolia

COMMON NAME

Mulga
Shoestring Acacia
Mexican Bird-of-Paradise
Texas Honey Mesquite
Thornless Mesquite
Red Push Pistache
Joan Lionetti Live Oak
Silver Texas Mountain Laurel
Chinese Evergreen Elm

SHRUBS & ACCENTS

BOTANICAL NAME

Caesalpinia pulcherrima
Calliandra californica
Dodonaea viscosa 'Purpurea'
Eremophila hygrophana
Eremophila maculata 'Valentine'
Hesperaloe parviflora
Leucophyllum langmaniae 'Lynn's Legacy'
Leucophyllum zygomphyllum
Muhlenbergia capillaris 'Regal Mist'
Muhlenbergia linheimeri 'Autumn Glow'
Russelia equisetiformis
Tecoma stand 'Gold Star'

COMMON NAME

Red Bird-of-Paradise
Baja Fairy Duster
Purple Hopseed Bush
Blue Bells
Valentine Emu Bush
Red Yucca
Lynn's Legacy Sage
Blue Ranger
Regal Mist Muhly
Autumn Glow Muhly
Firecracker Plant
Gold Star Tecoma

GROUND COVER

BOTANICAL NAME

Acalypha monstachya
Baccharis x 'Stam'
Eremphila glabra 'Mingenew Gold'
Lantana x 'New Gold'
Lantana montevidensis
Rosmarinus officinalis 'Huntington Carpet'
Ruellia brittoniana x 'Katie'

COMMON NAME

Raspberry Fuzzies
Dwarf Coyote Bush
Outback Sunrise Emu Bush
New Gold Lantana
Purple Trailing Lantana
Trailing Rosemary
Katie Ruellia

LANDSCAPE KEYNOTES

- 10' LANDSCAPE TRACT
- TRAFFIC CALMING
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- PERIMETER THEME WALL
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- TOT LOT
- PRIMARY ENTRY MONUMENTATION
- SECONDARY ENTRY MONUMENTATION
- PRIMARY ENTRY - SWING GATE
- RESIDENT ONLY ACCESS - SWING GATE
- PEDESTRIAN GATE
- PLANTERS

S MCQUEEN RD

PASEO VISTA VILLAGE
(PAD)

E OCOTILLO RD

E GRAND CANYON DR

GENEVA ESTATES
(PAD)

ALAMOSA ESTATES
(PAD)

E ALAMOSA DR

MARICOPA
COUNTY
(RU-43)

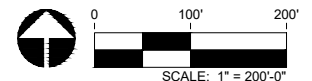
Copyright RVI

Aerial Photography Date:

RVI
4900 N. Scottsdale Rd. Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

VIVIENDO • LANDSCAPE PLAN

- CHANDLER, AZ
- 2024-04-16
- # 23003921
- K.HOVNANIAN



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L:\23003921-VIVIENDO (KHOV)\06 PLANNING\02 CAD\03 SITE PLANS\RV-3921-5TH-VIVIENDO PLANNED AREA DEVELOPMENT.dwg

LEGEND

THEME WALL

DOOLEY WALL

PARTIAL VIEW FENCE

DOG PARK FENCE

SEAT WALL

PRIMARY ENTRY MONUMENT

SECONDARY ENTRY MONUMENT

MAILBOX

PEDESTRIAN GATE

DECORATIVE COLUMN

PLANTERS

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4900 N. Scottsdale Rd. Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
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VIVIENDO • WALL PLAN

📍 CHANDLER, AZ
📅 2024-04-16
23003921
👤 K.HOVNANIAN

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COLORS:

SMOOTH BLOCK COLOR: SW7642 'PAVESTONE'

SPLIT FACE BLOCK COLOR: SW7642 'PAVESTONE'

FOUNDERS FINISH BLOCK COLOR: INTEGRAL COLOR 'SUNSET'

TUBULAR STEEL: SW7048 'URBANE BRONZE'



1 PRIMARY ENTRY MONUMENTATION

SCALE: 1/2" = 1'-0"

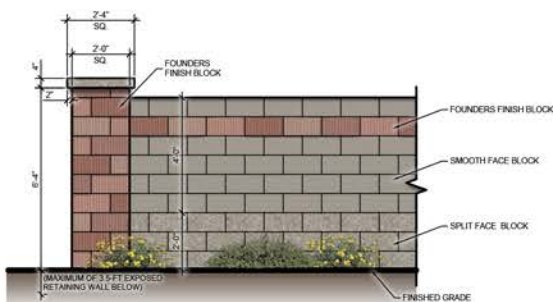
NOTE: MONUMENT SIGN SHALL BE LIGHTED BY GROUND MOUNTED UP-LIGHTS



2 SECONDARY ENTRY MONUMENTATION

SCALE: 1/2" = 1'-0"

NOTE: MONUMENT SIGN SHALL BE LIGHTED BY GROUND MOUNTED UP-LIGHTS



3 THEME WALL ELEVATION

SCALE: 1/2" = 1'-0"



4 PARTIAL VIEW WALL ELEVATION

SCALE: 1/2" = 1'-0"

Copyright RVI

VIVIENDO • DETAILS

📍 CHANDLER, AZ

📅 2024-04-08

23003921

👤 K.HOVNANIAN

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Wainwright 6' Contour Bench
 Anova Furnishings
 Item#RCPWC6
 Color: Brown Frame, Cedar Slats

PLASTIC SLAT COLOR: CEDAR



FRAME COLOR: BROWN



Wainwright 45 Gallon Trash Receptacle
 Anova Furnishings
 Item#RCPWCT
 Color: Brown Frame, Cedar Slats

PLASTIC SLAT COLOR: CEDAR



FRAME COLOR: BROWN



Wainwright 6' Picnic Table and Benches Set
 Anova Furnishings
 Item#RCPWT63
 Color: Brown Frame, Cedar Slats

PLASTIC SLAT COLOR: CEDAR



FRAME COLOR: BROWN



Mesa Ramada

Classic Recreation Systems Inc.

Model: Mesa

Color: RAL 7022 for Ramada, RAL 7030 for Frame



RAL 7022 49/72850
38/70022



RAL 7030 49/72890
38/70027

Copyright RVI

Aerial photography circa MM-DD-YYYY



Curva Spinner

Landscape Structures

Model#247179

Color: Limon



Stand-Up Seesaw

Landscape Structures

Model#148638

Color: Tangerine



Saddle Spinner

Landscape Structures

Model#152179

Color: Limon Frame, Denim Chairpiece



Copyright RVI

Aerial photography circa MM-DD-YYYY



VIVIENDO • SITE FURNISHING EXHIBIT

📍 Chandler, Arizona

📅 April 08, 2024

23003921

👤 K. Hovnanian

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Playbooster Design #3733

Landscape Structures

Palette: AG, Shade Sail: Denim

Palette **AG**



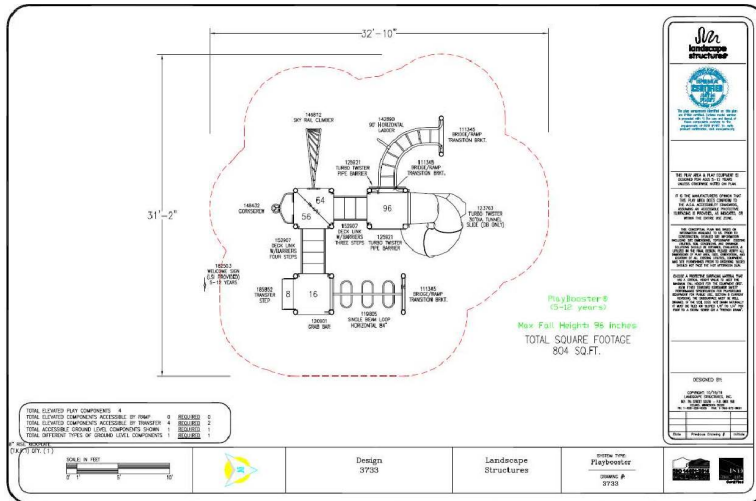
Denim FR



Grill 21

DuMor

Model#21-00



Dog Waste Station

Dog Waste Depot

SKU: Depot 006-B-GRN

Color: Matte Green (as seen above)

Copyright RVI

Aerial photography circa MM-DD-YYYY



VIVIENDO • SITE FURNISHING EXHIBIT

📍 Chandler, Arizona

📅 April 08, 2024

23003921

👤 K. Hovnanian

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- 2 • PRODUCT MATRIX
- 3 • SETBACK EXHIBIT :: BASE CONDITION
- 4 • ELEVATION MATRIX :: FRONT, SIDES & REAR
- 10 • TYP. STREET SCENES :: FRONT & REAR
- 11 • STREET SCENES :: LOT SETBACK EXHIBIT
- 12 • PLAN 1 - CORK - 8047 :: 2,084 S.F.
- 19 • PLAN 2 - OBAN - 7890 :: 2,554 S.F.
- 27 • PLAN 3 - REINE - 8065 :: 2,846 S.F.
- 35 • PLAN 4 - SEAVIEW - 8083 :: 3,352 S.F.
- 43 • SPANISH MODERN DETAILS
- 44 • HACIENDA DETAILS
- 45 • CONTEMPORARY DETAILS



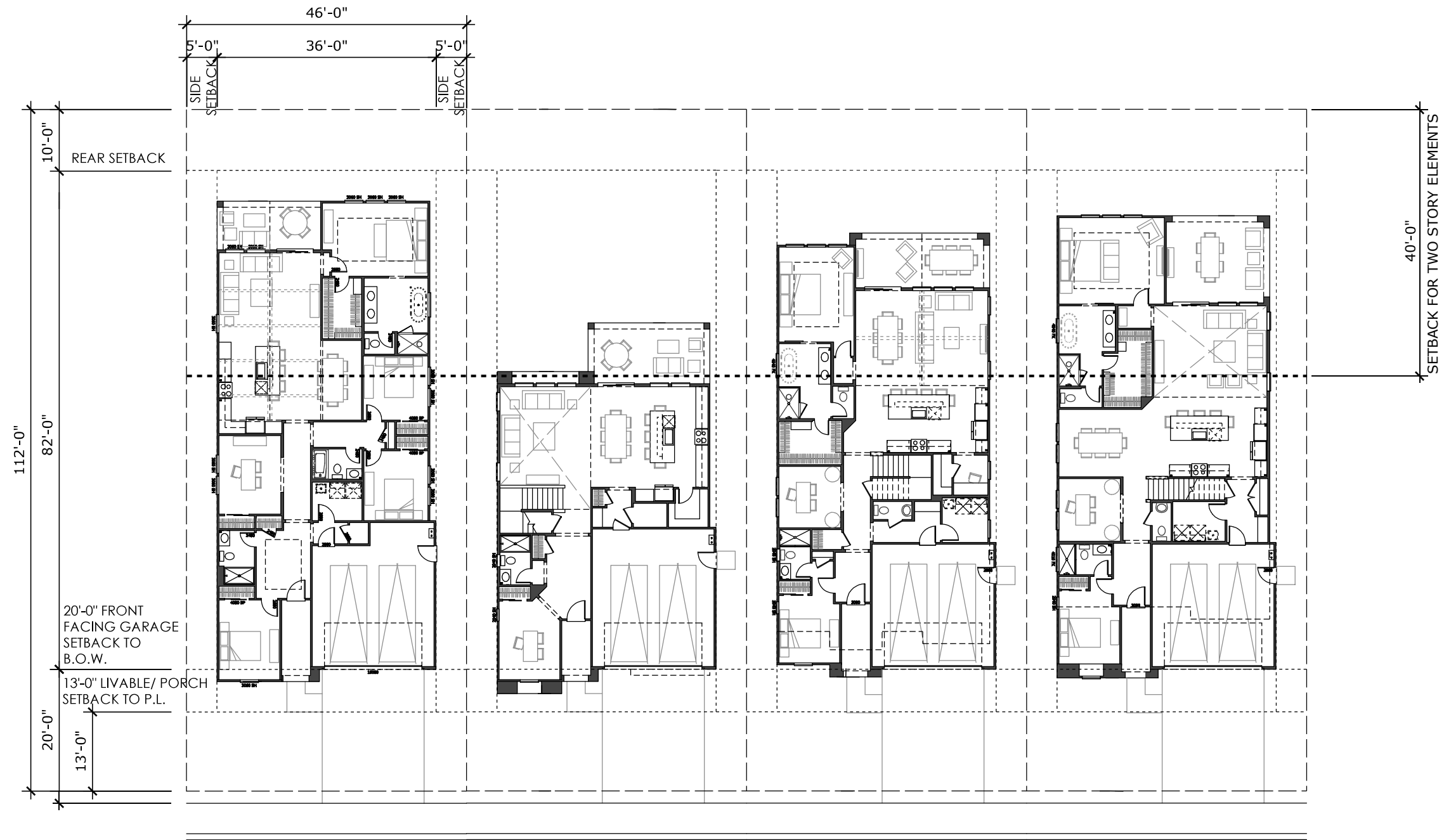
Design Review | (75) 46' x 106' 109' 112' Lots

Viviendo :: Chandler, AZ

02/02/2024

AZD Viviendo - Chandler, AZ																
35' Market Rate - Spec 2				(75) 46' x 106', 109', 112' Lots												
	Floors	Livable SF	Width	Base Depth	Max Depth	Bed Dn	Bed Up	Bath	Home Office	Loft	Esuite+	HovHub	HovHall	Laundry	Garage	Patio
Plan 1 - #8047 <i>Cork</i>	1	2,084	34'-11"	78'-11"	84'-11"	4 (Opt. 5)	N/A	3	1	N/A	N/A	N/A	1	N/A	2 CAR F	Standard
Plan 2 - #7890 <i>Oban</i>	2	2,554	34'-11"	60'-11"	64'-11"	0 (Opt. 1)	3 (Opt. 4)*	3	1	1	N/A	N/A	1	UP	2 CAR F	Standard
Plan 3 - #8065 <i>Reine</i>	2	2,846	34'-11"	72'-11"	76'-11"	2*	3	3.5	1	1	N/A	1	1	DN	2 CAR F	Standard
Plan 4 - #8083 <i>Vienne</i>	2	3,352	34'-11"	75'-11"	75'-11"	2*	4	4.5	1	1	N/A	N/A	1	DN	2 CAR F	Standard

* Identifies location of Owners Bedroom



PLAN 1 - CORK (#8047)



SPANISH MODERN (FORM - UA)

PLAN 2 - OBAN (#7890)



PLAN 3 - REINE (#8065)



PLAN 4 - VIENNE (#8083)



HACIENDA (FORM - XA)



CONTEMPORARY (FORM - ZA)



PLAN 1 - CORK (#8047)

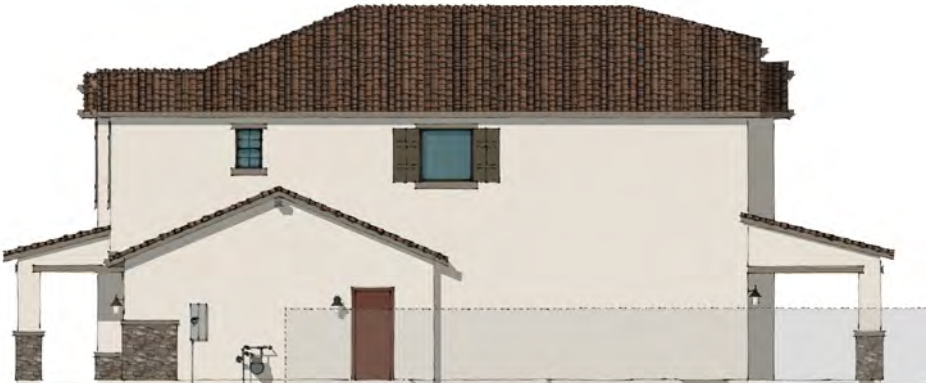
PLAN 2 - OBAN (#7890)



SPANISH MODERN (FORM - UA)



HACIENDA (FORM - XA)



CONTEMPORARY (FORM - ZA)



PLAN 3 - REINE (#8065)

PLAN 4 - VIENNE (#8083)



SPANISH MODERN (FORM - UA)



HACIENDA (FORM - XA)



CONTEMPORARY (FORM - ZA)



PLAN 1 - CORK (#8047)



PLAN 2 - OBAN (#7890)



PLAN 3 - REINE (#8065)



PLAN 4 - VIENNE (#8083)



SPANISH MODERN (FORM - UA)



HACIENDA (FORM - XA)



CONTEMPORARY (FORM - ZA)



PLAN 1 - CORK (#8047)

PLAN 2 - OBAN (#7890)



SPANISH MODERN (FORM - UA)



HACIENDA (FORM - XA)



CONTEMPORARY (FORM - ZA)



PLAN 3 - REINE (#8065)

PLAN 4 - VIENNE (#8083)



SPANISH MODERN (FORM - UA)



HACIENDA (FORM - XA)



CONTEMPORARY (FORM - ZA)



CORK
PLAN 1 - #8047
FORM UA - SPANISH MODERN
2,084 SQ. FT. :: SINGLE STORY

OBAN
PLAN 2 - #7890
FORM XA - HACIENDA
2,554 SQ. FT. :: TWO STORY

REINE
PLAN 3 - #8065
FORM ZA - CONTEMPORARY
2,846 SQ. FT. :: TWO STORY

VIENNE
PLAN 4 - #8083
FORM UA - SPANISH MODERN
3,352 SQ. FT. :: TWO STORY

CORK
PLAN 1 - #8047
FORM ZA - CONTEMPORARY
2,084 SQ. FT. :: SINGLE STORY

STREET SCENE - FRONT
SCALE = NTS



CORK
PLAN 1 - #8047
FORM UA - SPANISH MODERN
2,084 SQ. FT. :: SINGLE STORY

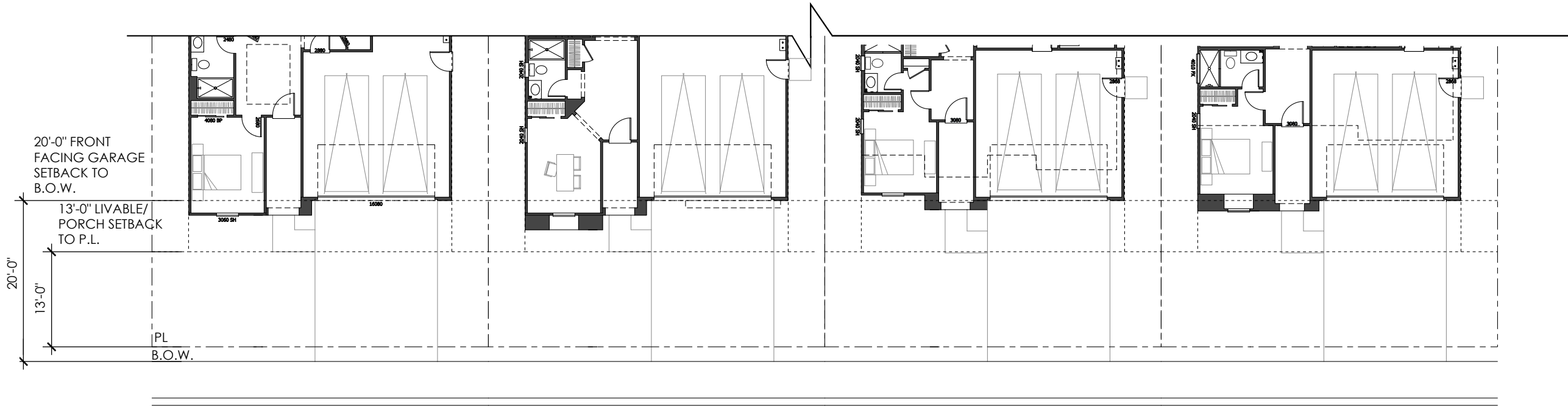
OBAN
PLAN 2 - #7890
FORM XA - HACIENDA
2,554 SQ. FT. :: TWO STORY

REINE
PLAN 3 - #8065
FORM ZA - CONTEMPORARY
2,846 SQ. FT. :: TWO STORY

VIENNE
PLAN 4 - #8083
FORM UA - SPANISH MODERN
3,352 SQ. FT. :: TWO STORY

CORK
PLAN 1 - #8047
FORM ZA - CONTEMPORARY
2,084 SQ. FT. :: SINGLE STORY

STREET SCENE - REAR
SCALE = NTS



CORK
PLAN 1 - #8047
FORM UA - SPANISH MODERN
2,084 SQ. FT. :: SINGLE STORY

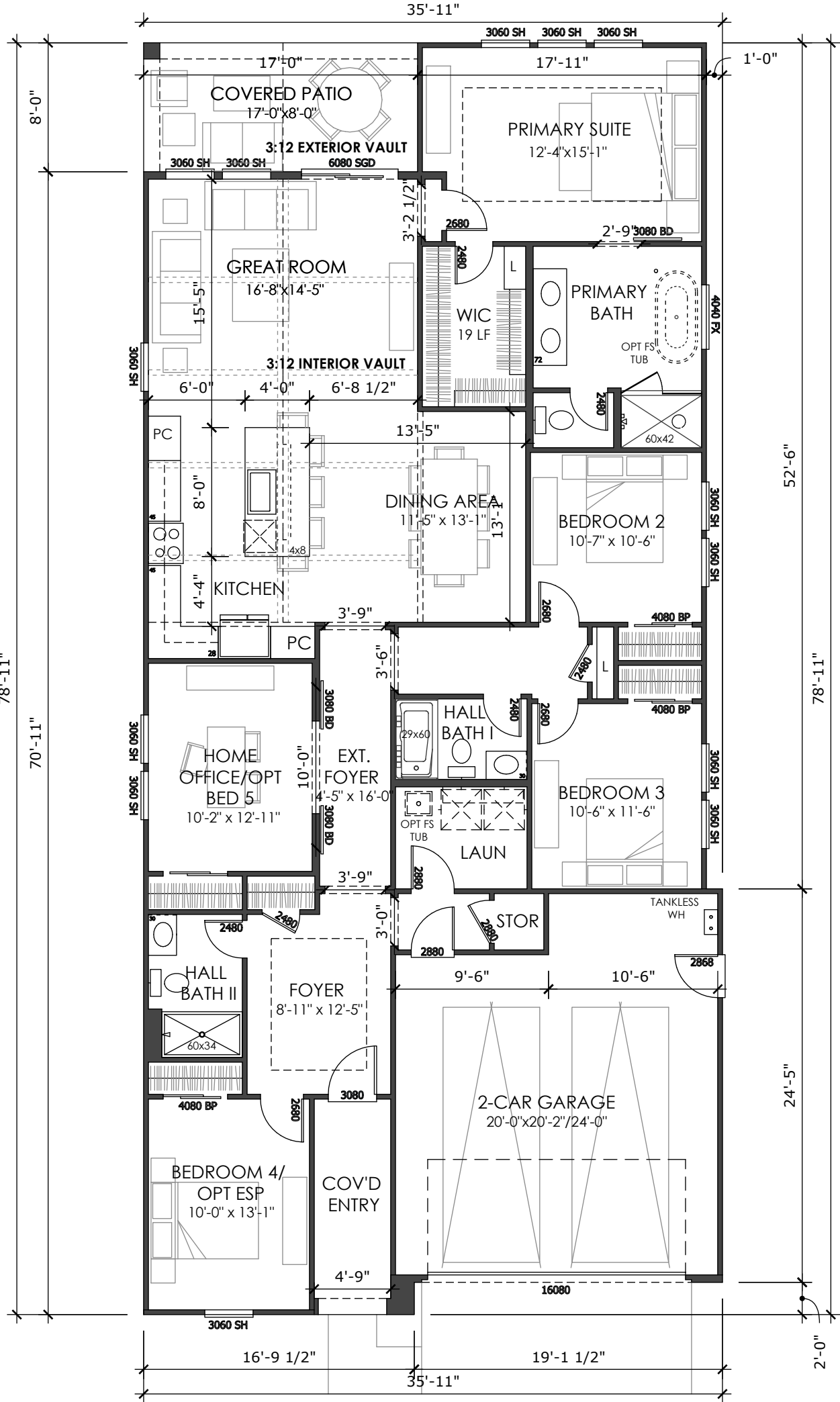
OBAN
PLAN 2 - #7890
FORM XA - HACIENDA
2,554 SQ. FT. :: TWO STORY

REINE
PLAN 3 - #8065
FORM ZA - CONTEMPORARY
2,846 SQ. FT. :: TWO STORY

VIENNE
PLAN 4 - #8083
FORM UA - SPANISH MODERN
3,352 SQ. FT. :: TWO STORY

STREET SCENE - FRONT
SCALE = NTS





35' MARKET RATE :: SP-2

PLAN 1

LIV. SF: 2,084
PLAN W x D: 34'-11" x 78'-11"
PLAN #: 6506
SCALE: 1/8" = 1'-0"
PLAN NAME: CORK

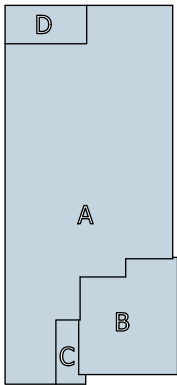
VITAL STATS
BEDROOM 4 (OPT 5)
BATH 3
CAR 2
CEILING 10'
WINDOW HDR 8'

STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN
MAX. LIVABLE (A): 2,084
(A) 1ST FLR LIVABLE: 2,084
(B) 2 CAR GARAGE: 457
(C) COVERED ENTRY:
ELEVATION UA: 66
ELEVATION XA: 164
ELEVATION ZA: 83
(D) COVERED PATIO: 136
(E) ARCH. PROJECTION:
ELEVATION UA: -
ELEVATION XA: -
ELEVATION ZA: -

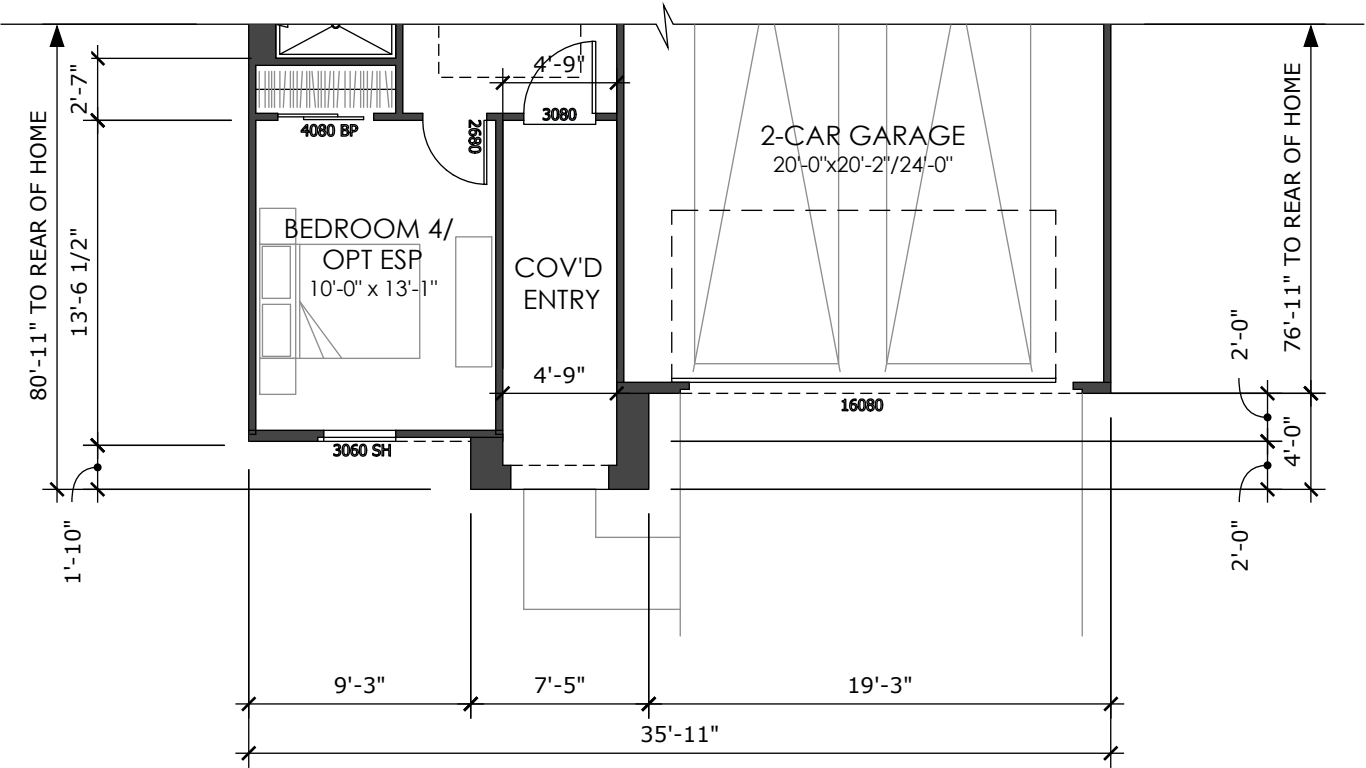
MAX FOOTPRINT: 2,841

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,841 / 5,152 = 55.1%

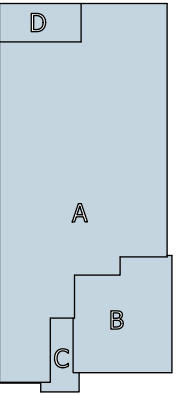


FIRST FLOOR PLAN
UA - SPANISH MODERN





FLOOR PLAN
ZA - CONTEMPORARY



PLAN 1
LIV. SF: 2,084
PLAN W x D: 34'-11" x 78'-11"
PLAN #: 6506
SCALE: 1/8" = 1'-0"
PLAN NAME: CORK

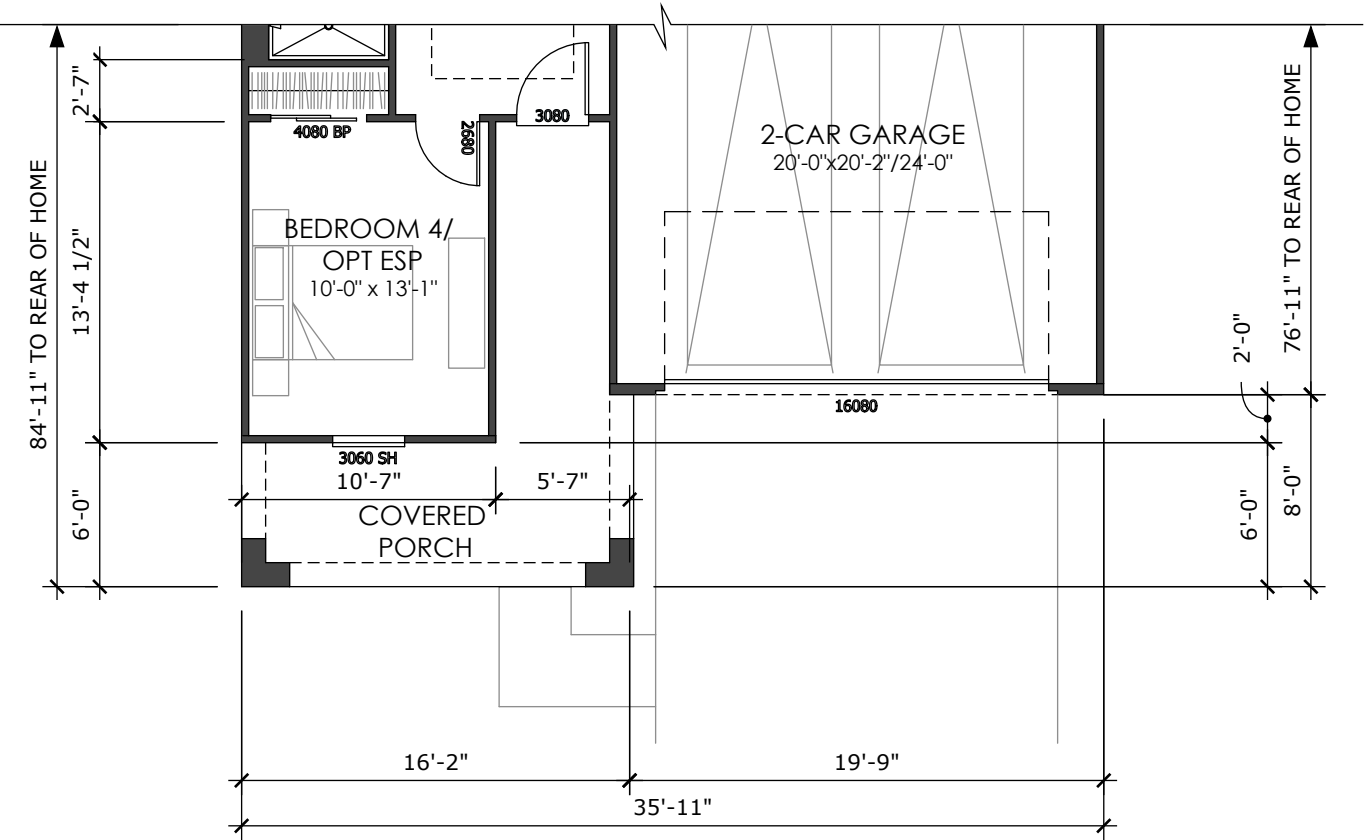
VITAL STATS
BEDROOM 4 (OPT 5)
BATH 3
CAR 2
CEILING 10'
WINDOW HDR 8'

STATUS | NTL PORTFOLIO PLAN

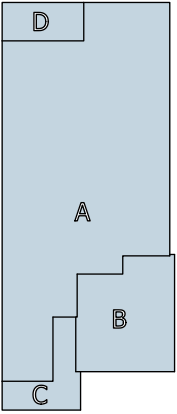
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(A) 1ST FLR LIVABLE: 2,084
(B) 2 CAR GARAGE: 457
(C) COVERED ENTRY:
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ELEVATION ZA: 83
(D) COVERED PATIO: 136
(E) ARCH. PROJECTION:
ELEVATION UA: -
ELEVATION XA: -
ELEVATION ZA: -

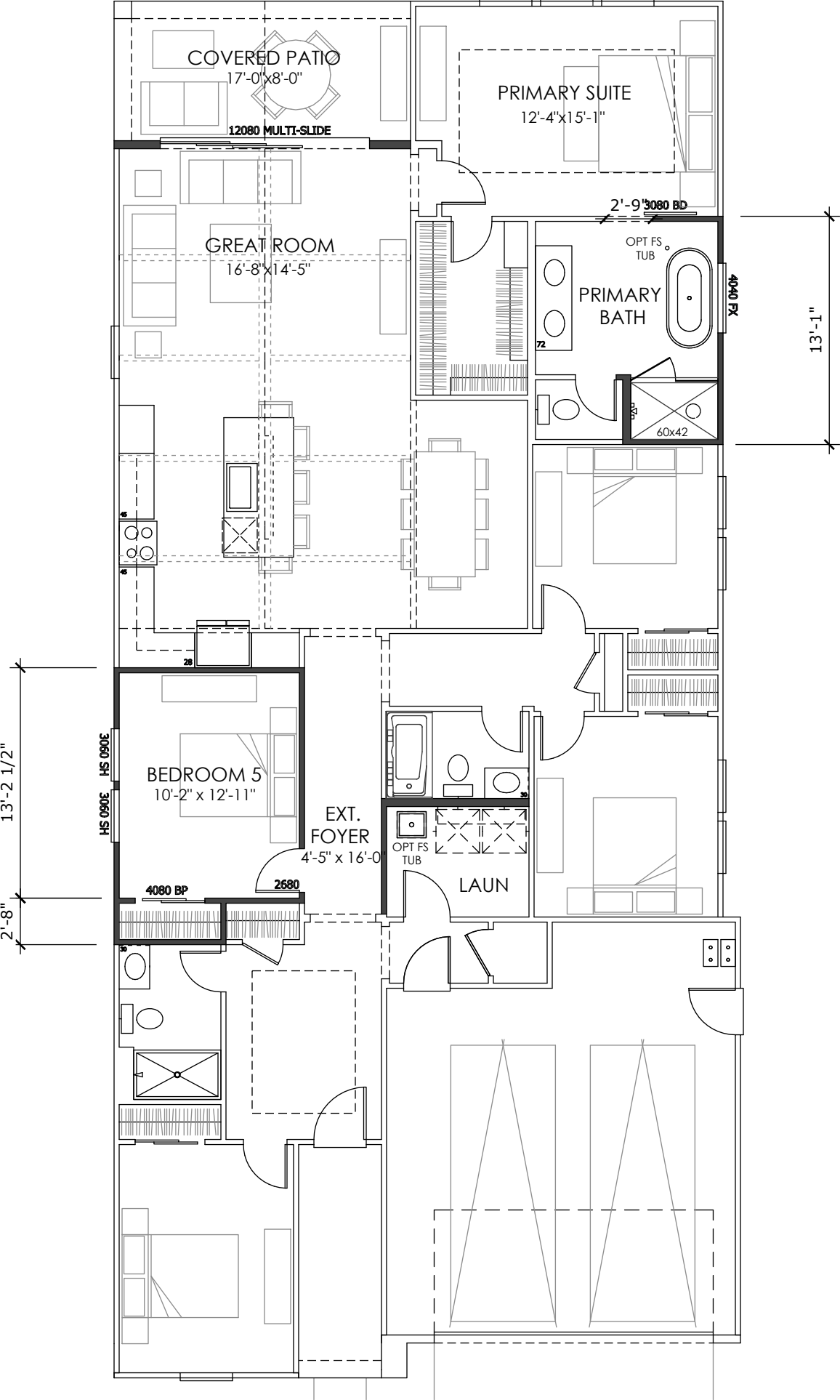
MAX FOOTPRINT: 2,841

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,841 / 5,152 = 55.1%



FLOOR PLAN
XA - HACIENDA





35' MARKET RATE :: SP-2

PLAN 1 (OPTIONS)

LIV. SF: 2,084
PLAN W x D: 34'-11" x 78'-11"
PLAN #: 6506
SCALE: 1/8" = 1'-0"
PLAN NAME: CORK

VITAL STATS
BEDROOM 4 (OPT 5)
BATH 3
CAR 2
CEILING 10'
WINDOW HDR 8'

STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN
MAX. LIVABLE (A): 2,084
(A) 1ST FLR LIVABLE: 2,084
(B) 2 CAR GARAGE: 457
(C) COVERED ENTRY:
ELEVATION UA: 66
ELEVATION XA: 164
ELEVATION ZA: 83
(D) COVERED PATIO: 136
(E) ARCH. PROJECTION:
ELEVATION UA: -
ELEVATION XA: -
ELEVATION ZA: -

MAX FOOTPRINT: 2,841

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,841 / 5,152 = 55.1%

- OPTION :: 12080 MULTI-SLIDE DOOR
- OPTION :: FREESTANDING TUB AT PRIMARY BATH
- OPTION :: FREESTANDING TUB AT LAUNDRY
- OPTION :: BEDROOM 5 ILO HOME OFFICE
- OPTION :: BEAMS AT GREAT ROOM CEILING

FLOOR PLAN OPTIONS
UA - SPANISH MODERN





FORM UA - SPANISH MODERN
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"

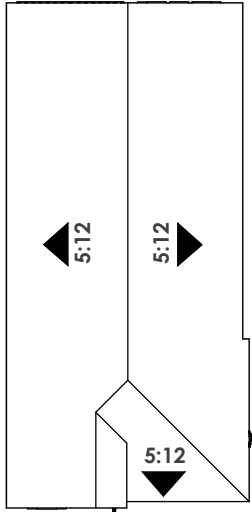


FRONT ELEVATION
SCALE: 3/32" = 1'-0"

35' :: MKT SPEC2

PLAN 1

LIV. SF: 2,084
PLAN WxD: 34'-11" x 78'-11"
PLAN #: 8047
PLAN NAME: CORK
FORM UA - SPANISH MODERN



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE 'FLAT' TILES
- 3 FLUSH RAKES 12" EAVES
- 4 DECORATIVE SHUTTERS
- 5 DECORATIVE GANBLE DETAILS
- 6 PLATE HEIGHT - 10'-1" A.F.F.
- 7 WINDOW HEADER - 8'-0" A.F.F.



FORM XA - HACIENDA
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"

35' :: MKT SPEC2

PLAN 1

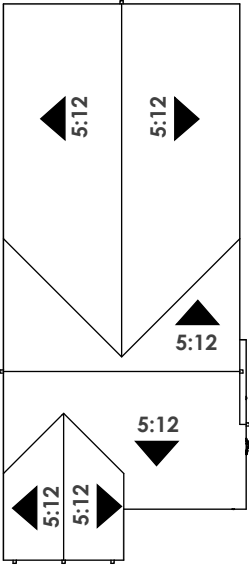
LIV. SF: 2,084

PLAN WxD: 34'-11" x 84'-11"

PLAN #: 8047

PLAN NAME: CORK

FORM XA - HACIENDA



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE 'S' TILES
- 3 12" RAKES AND EAVES
- 4 DECORATIVE CORBELS
- 5 DECORATIVE SHUTTERS
- 6 PLATE HEIGHT - 12'-1" A.F.F.
- 7 PLATE HEIGHT - 10'-1" A.F.F.
- 8 WINDOW HEADER - 8'-0" A.F.F.



FORM ZA - CONTEMPORARY
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"

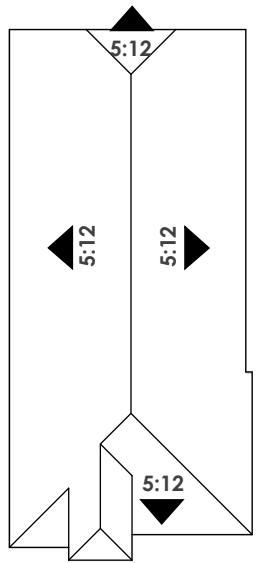


FRONT ELEVATION
SCALE: 3/32" = 1'-0"

35' :: MKT SPEC2

PLAN 1

LIV. SF: 2,084
PLAN WxD: 34'-11" x 80'-11"
PLAN #: 8047
PLAN NAME: CORK
FORM ZA - CONTEMPORARY



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT HIPS
- 2 CONCRETE 'FLAT' TILES
- 3 12" EAVES
- 4 DECORATIVE SIDING
- 5 DECORATIVE STONE VENEER
- 6 PLATE HEIGHT - 14'-1" A.F.F.
- 7 PLATE HEIGHT - 10'-1" A.F.F.
- 8 WINDOW HEADER - 8'-0" A.F.F.

PLAN 1 (OPTIONS)
LIV. SF: 2,084
PLAN WxD: 34'-11" x 78'-11"
PLAN #: 8047
PLAN NAME: CORK
OPT. MULTI-SGD



FORM ZA - CONTEMPORARY REAR ELEVATION
SCALE: 3/32" = 1'0"



FORM XA - HACIENDA REAR ELEVATION
SCALE: 3/32" = 1'0"



FORM UA - SPANISH MODERN REAR ELEVATION
SCALE: 3/32" = 1'0"



35' MARKET RATE :: SP-2

PLAN 2

LIV. SF: 2,554
PLAN W x D: 34'-11" x 60'-11"
PLAN #: 7890
SCALE: 1/8" = 1'-0"
PLAN NAME: OBAN

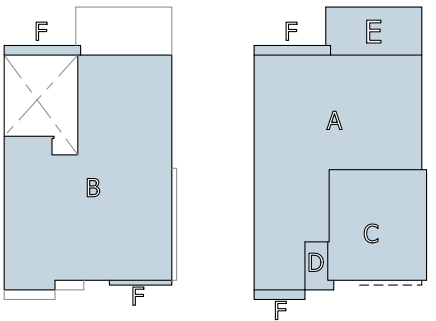
VITAL STATS
BEDROOM 3 (OPT. 5)
BATH 3
CAR 2
CEILING 9' | 9'
WINDOW HDR 8' | 8'

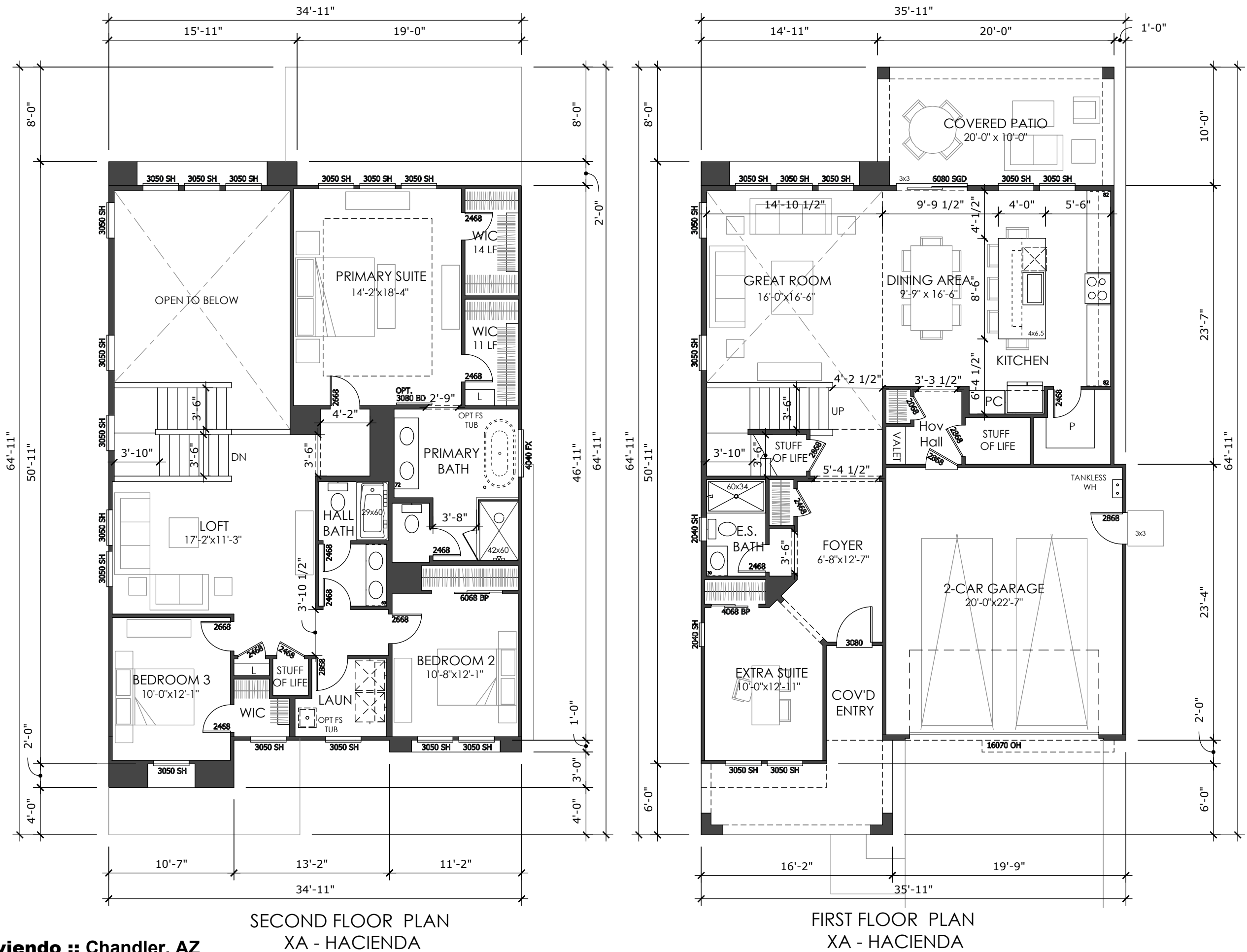
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN
MAX. LIVABLE (A)+(B): 2,554
(A) 1ST FLR LIVABLE: 1,175
(B) 2ND FLR LIVABLE: 1,379
(C) 2 CAR GARAGE: 470
(D) COVERED ENTRY:
ELEVATION UA: 50
ELEVATION XA: 146
ELEVATION ZA: 66
(E) OPT. COVERED PATIO: 198
(F) ARCH. PROJECTION:
ELEVATION UA: 98
ELEVATION XA: 96
ELEVATION ZA: 64

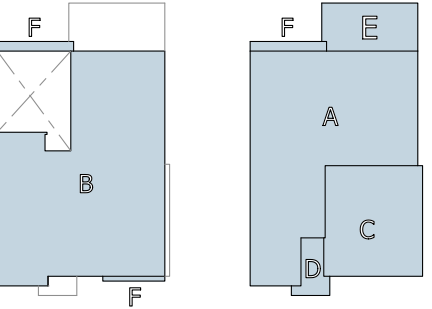
MAX FOOTPRINT: 2,020

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,020 / 5,152 = 39.2%

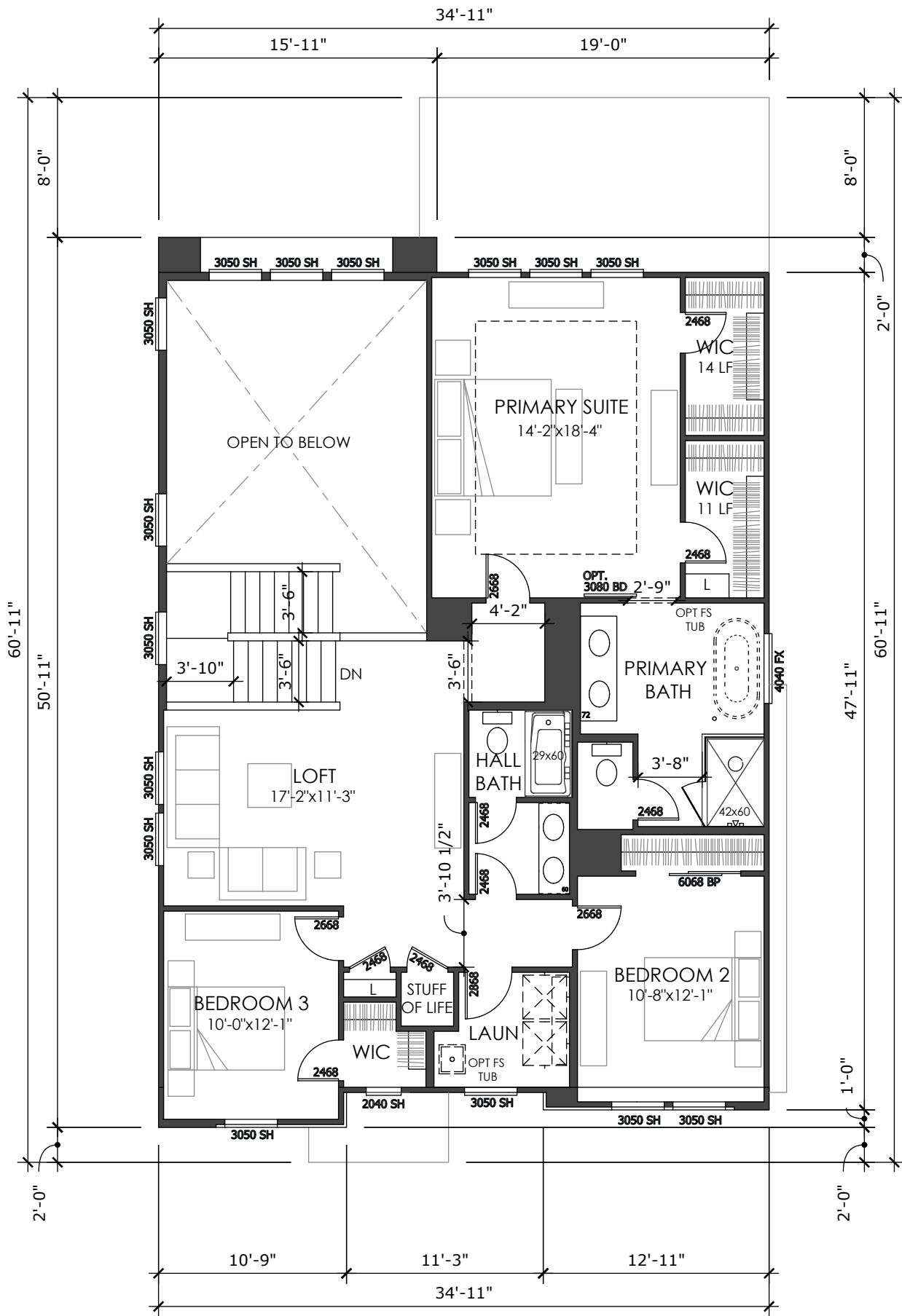




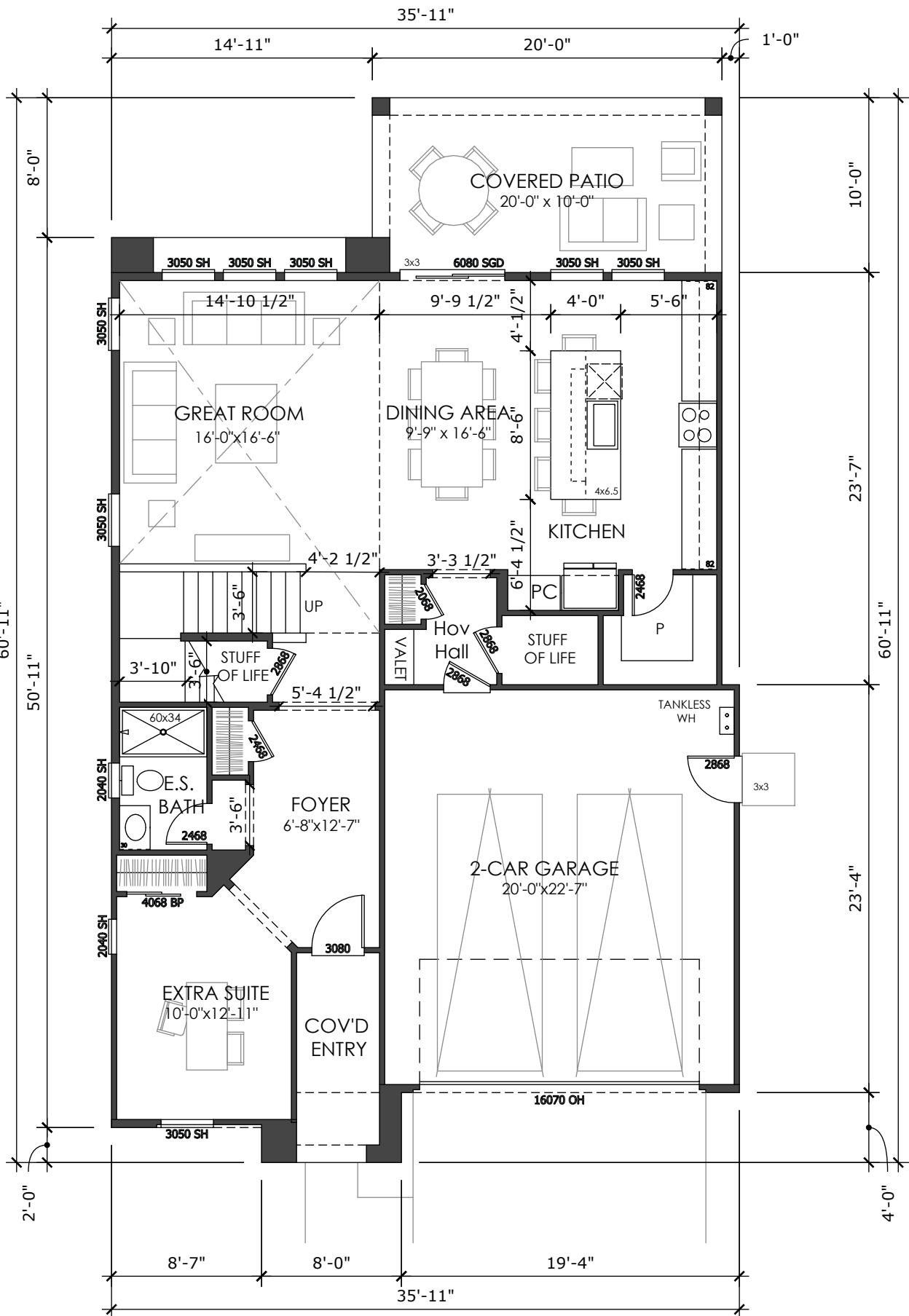
35' MARKET RATE :: SP-2	
PLAN 2	
LIV. SF:	2,554
PLAN W x D:	34'-11" x 64'-11"
PLAN #:	7890
SCALE:	1/8" = 1'-0"
PLAN NAME:	OBAN
VITAL STATS	
BEDROOM	3 (OPT. 5)
BATH	3
CAR	2
CEILING	9' 9'
WINDOW HDR	8' 8'
STATUS NTL PORTFOLIO PLAN	
AREA S.F. BREAKDOWN	
MAX. LIVABLE (A)+(B):	2,554
(A) 1ST FLR LIVABLE:	1,175
(B) 2ND FLR LIVABLE:	1,379
(C) 2 CAR GARAGE:	470
(D) COVERED ENTRY:	
ELEVATION UA:	50
ELEVATION XA:	146
ELEVATION ZA:	66
(E) OPT. COVERED PATIO:	198
(F) ARCH. PROJECTION:	
ELEVATION UA:	98
ELEVATION XA:	96
ELEVATION ZA:	64
MAX FOOTPRINT:	2,020
TYP LOT SIZE 46'x112' (SF)	
LOT COVERAGE ALLOWED 60.0%	
LOT COVERAGE 2,020 / 5,152 = 39.2%	



SECOND FLOOR PLAN
ZA - CONTEMPORARY



FIRST FLOOR PLAN
ZA - CONTEMPORARY



35' MARKET RATE :: SP-2

PLAN 2

LIV. SF: 2,554
PLAN W x D: 34'-11" x 60'-11"
PLAN #: 7890
SCALE: 1/8" = 1'-0"
PLAN NAME: OBAN

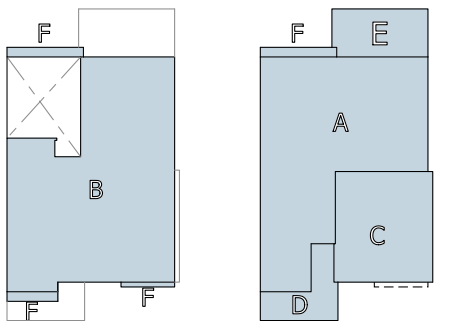
VITAL STATS
BEDROOM 3 (OPT. 5)
BATH 3
CAR 2
CEILING 9' | 9'
WINDOW HDR 8' | 8'

STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN
MAX. LIVABLE (A)+(B): 2,554
(A) 1ST FLR LIVABLE: 1,175
(B) 2ND FLR LIVABLE: 1,379
(C) 2 CAR GARAGE: 470
(D) COVERED ENTRY:
ELEVATION UA: 50
ELEVATION XA: 146
ELEVATION ZA: 66
(E) OPT. COVERED PATIO: 198
(F) ARCH. PROJECTION:
ELEVATION UA: 98
ELEVATION XA: 96
ELEVATION ZA: 64

MAX FOOTPRINT: 2,020

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,020 / 5,152 = 39.2%



PLAN 2 (OPTIONS)

LIV. SF: 2,554
PLAN W x D: 34'-11" x 60'-11"
PLAN #: 7890
SCALE: 1/8" = 1'-0"
PLAN NAME: OBAN

VITAL STATS
BEDROOM 3 (OPT. 5)
BATH 3
CAR 2
CEILING 9' | 9'
WINDOW HDR 8' | 8'

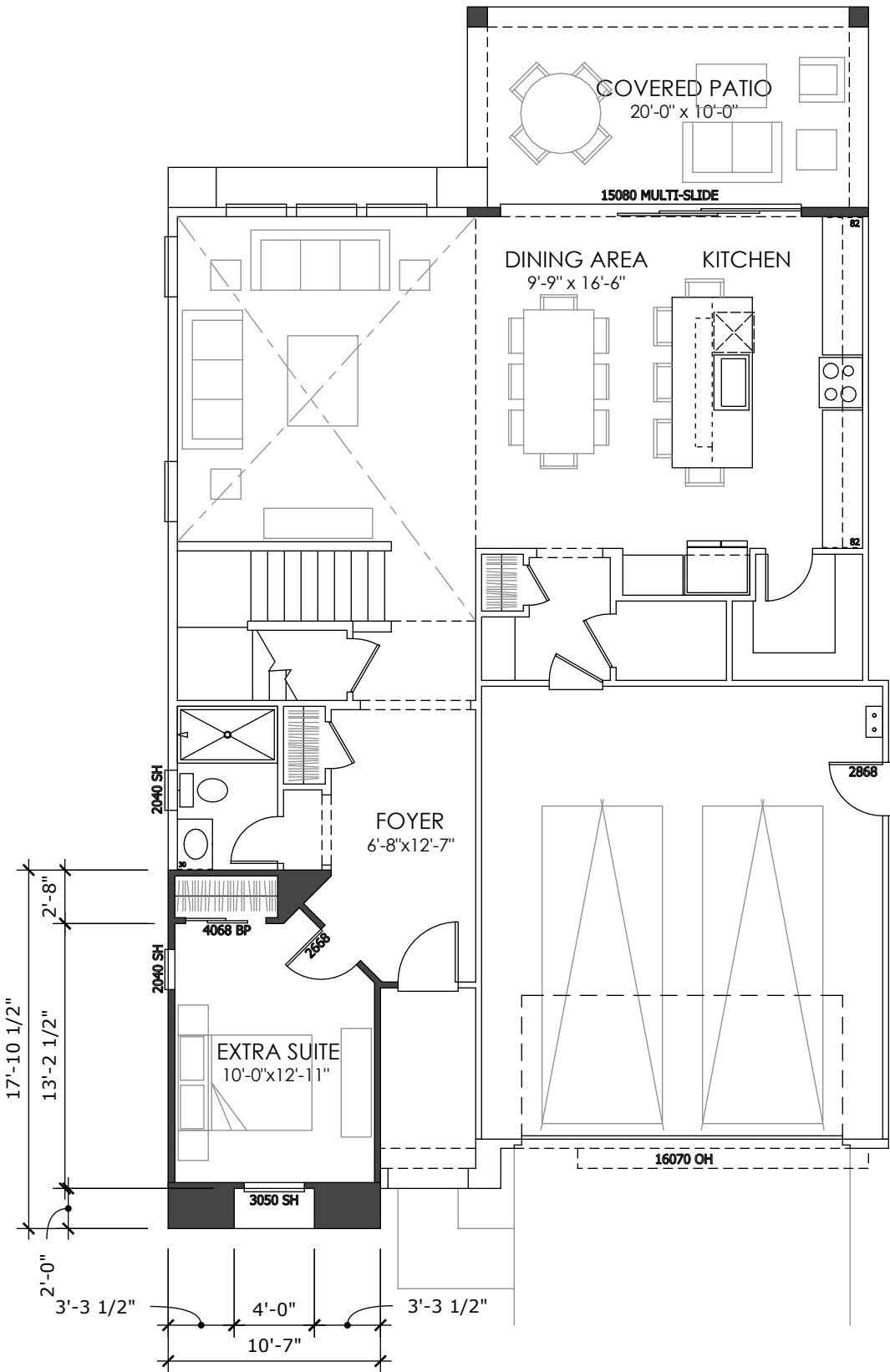
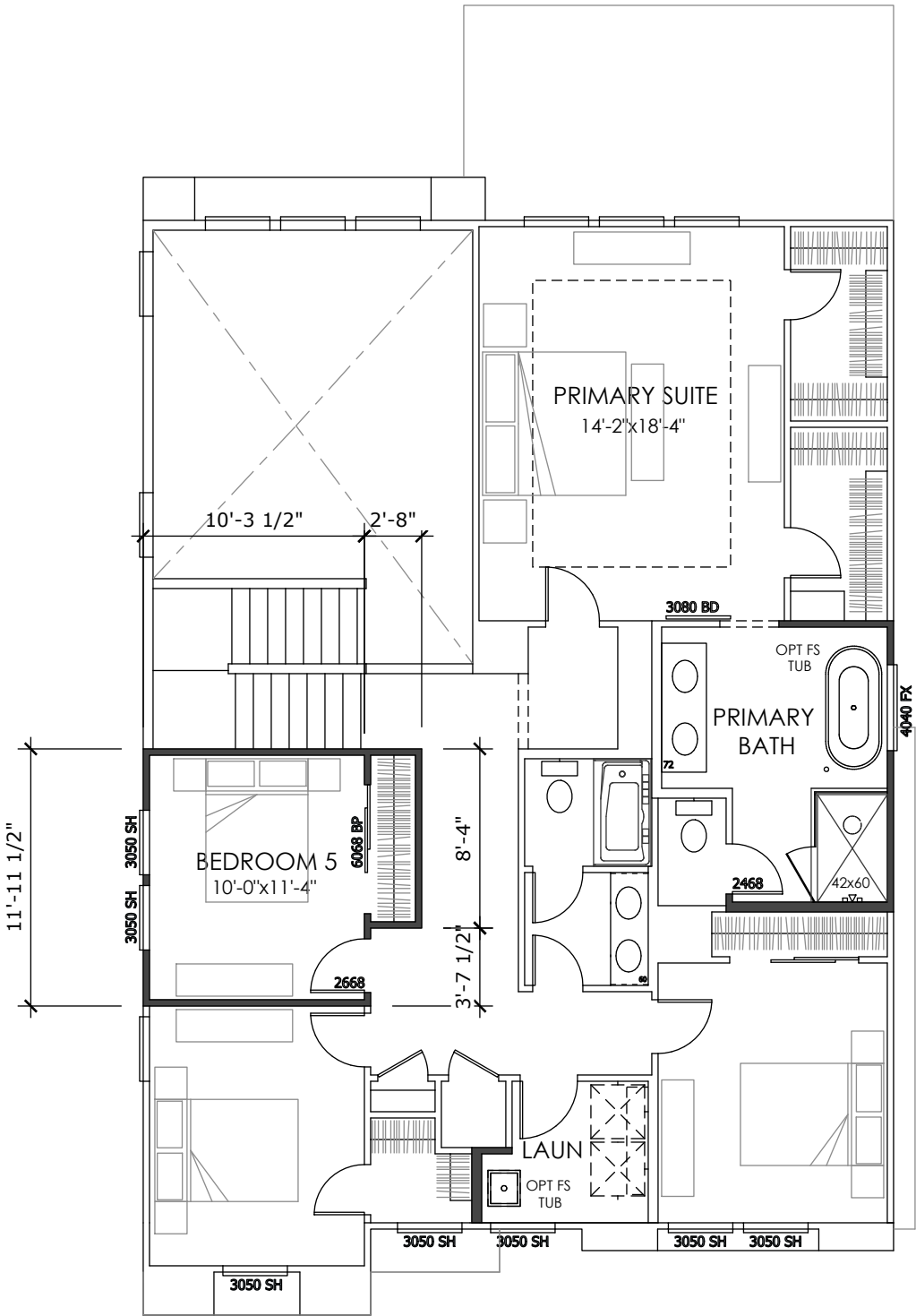
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN
MAX. LIVABLE (A)+(B): 2,554
(A) 1ST FLR LIVABLE: 1,175
(B) 2ND FLR LIVABLE: 1,379
(C) 2 CAR GARAGE: 470
(D) COVERED ENTRY:
ELEVATION UA: 50
ELEVATION XA: 146
ELEVATION ZA: 66
(E) OPT. COVERED PATIO: 198
(F) ARCH. PROJECTION:
ELEVATION UA: 98
ELEVATION XA: 96
ELEVATION ZA: 64

MAX FOOTPRINT: 2,020

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,020 / 5,152 = 39.2%

OPTION :: 15080 MULTI-SLIDE DOOR
OPTION :: EXTRA SUITE ILO HOME OFFICE
OPTION :: FREESTANDING TUB AT PRIMARY BATH
OPTION :: FREESTANDING TUB AT LAUNDRY
OPTION :: BEDROOM 5 ILO LOFT

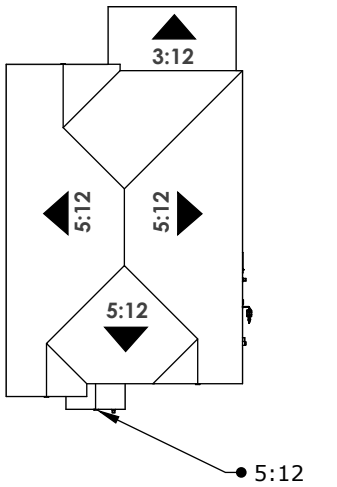




35' :: MKT SPEC2

PLAN 2

LIV. SF: 2,554
PLAN WxD: 34'-11" x 60'-11"
PLAN #: 7890
PLAN NAME: OBAN
FORM UA - SPANISH MODERN



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE 'FLAT' TILES
- 3 FLUSH RAKE 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE RECESSED WINDOWS
- 6 PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
- 7 WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

FORM UA - SPANISH MODERN
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



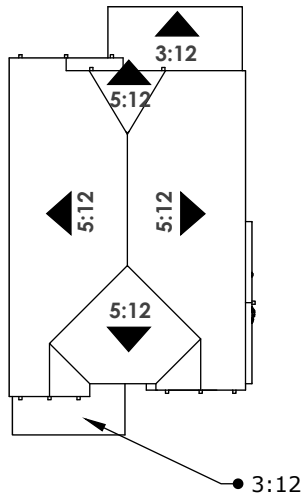
FRONT ELEVATION
SCALE: 3/32" = 1'-0"



35' :: MKT SPEC2

PLAN 2

LIV. SF: 2,554
PLAN WxD: 34'-11" x 64'-11"
PLAN #: 7890
PLAN NAME: OBAN
FORM XA - HACIENDA



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES, HIPS & CLIPS
- 2 CONCRETE 'S' TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE STONE ACCENTS
- 6 PLATE HEIGHT - 9'-1" A.S.F.F. / 9'-1" A.F.F.
- 7 WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

FORM XA - HACIENDA
FRONT VIEW: N.T.S.



REAR ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

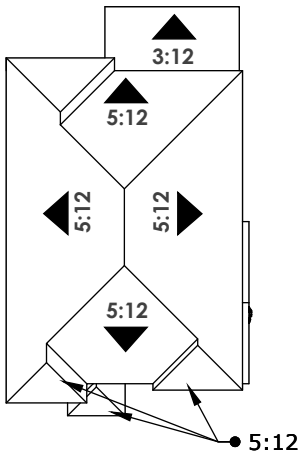


LEFT ELEVATION
SCALE: 3/32" = 1'-0"



PLAN 2

LIV. SF: 2,554
 PLAN WxD: 34'-11" x 60'-11"
 PLAN #: 7890
 PLAN NAME: OBAN
 FORM ZA - CONTEMPORARY

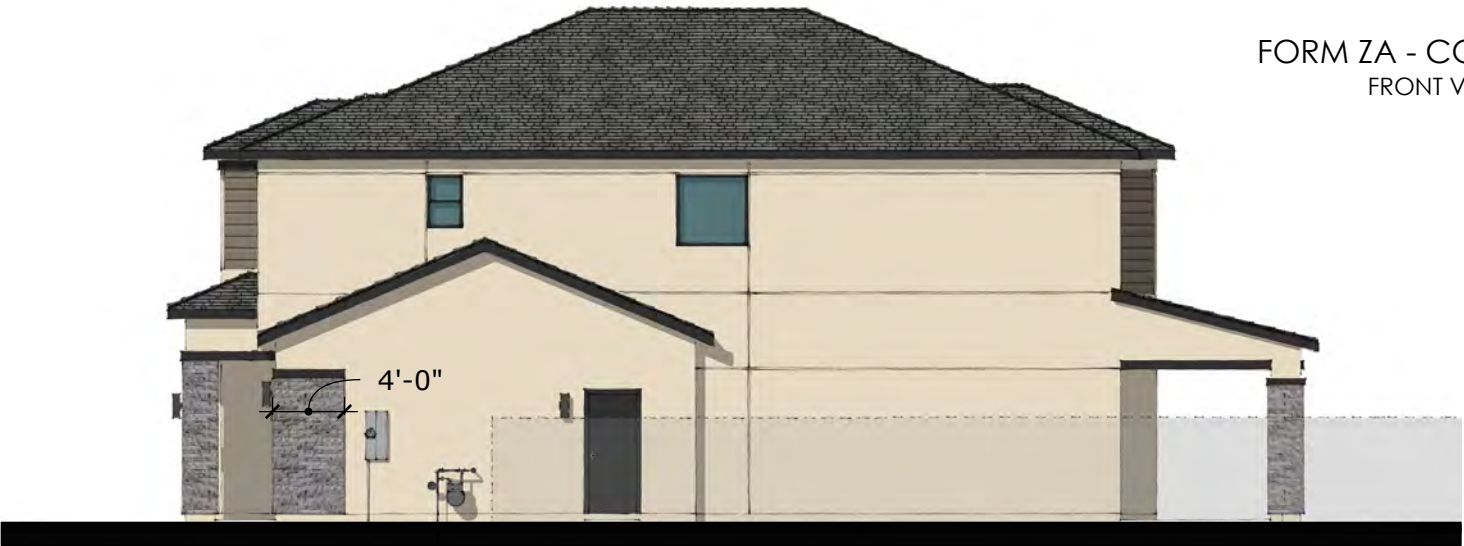


ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT HIPS
- 2 CONCRETE 'FLAT' TILES
- 3 12" EAVES
- 4 DECORATIVE SIDING
- 5 DECORATIVE STONE ACCENTS
- 6 PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
- 7 WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

FORM ZA - CONTEMPORARY
 FRONT VIEW: N.T.S.



RIGHT ELEVATION
 SCALE: 3/32" = 1'-0"



REAR ELEVATION
 SCALE: 3/32" = 1'-0"



LEFT ELEVATION
 SCALE: 3/32" = 1'-0"



FRONT ELEVATION
 SCALE: 3/32" = 1'-0"

PLAN 2 (OPTIONS)

LIV. SF: 2,554
PLAN WxD: 34'-11" x 60'-11"
PLAN #: 7890
PLAN NAME: OBAN
OPT. MULTI SGD



FORM ZA - CONTEMPORARY REAR ELEVATION
SCALE: 3/32" = 1'0"

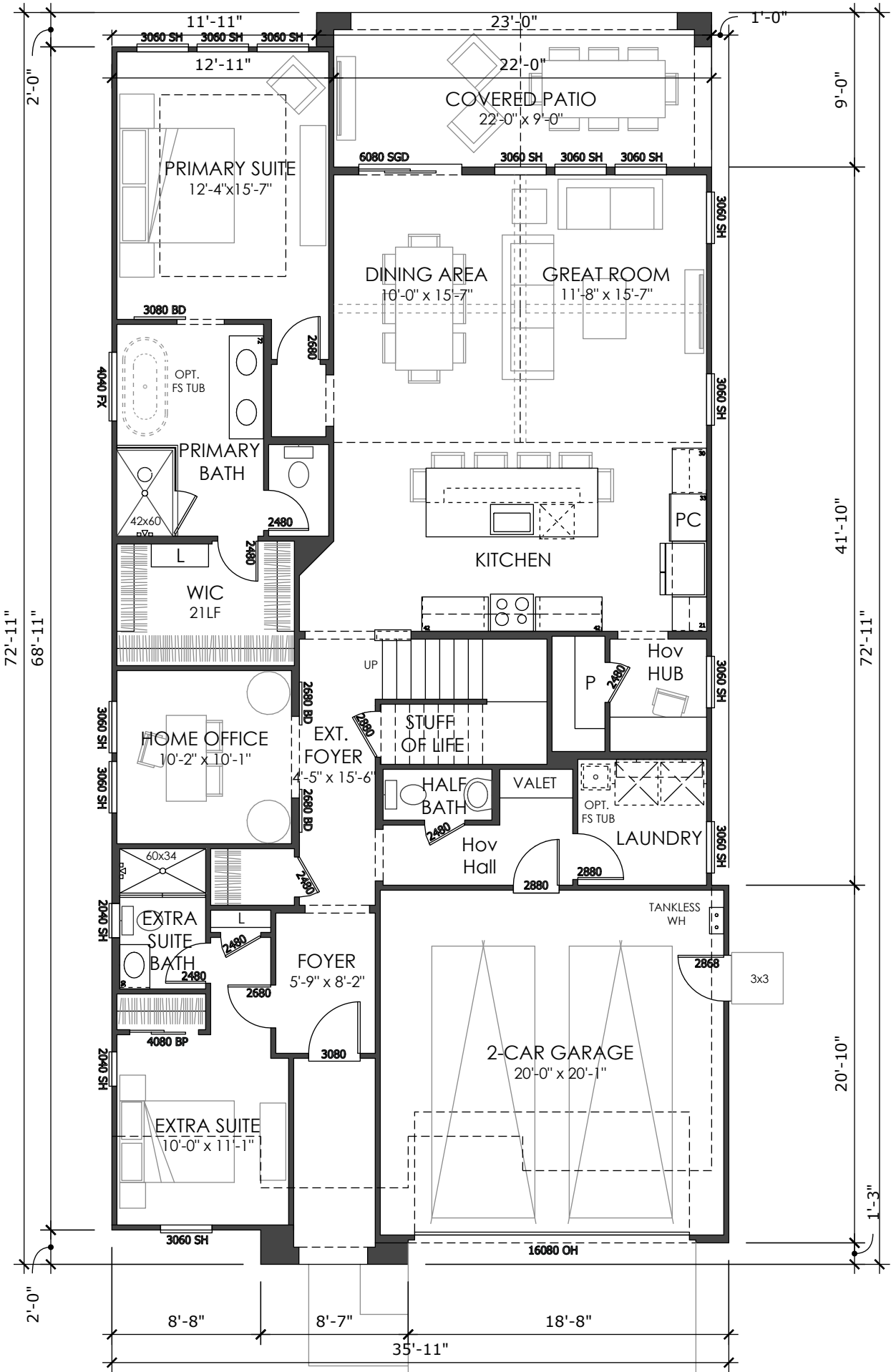
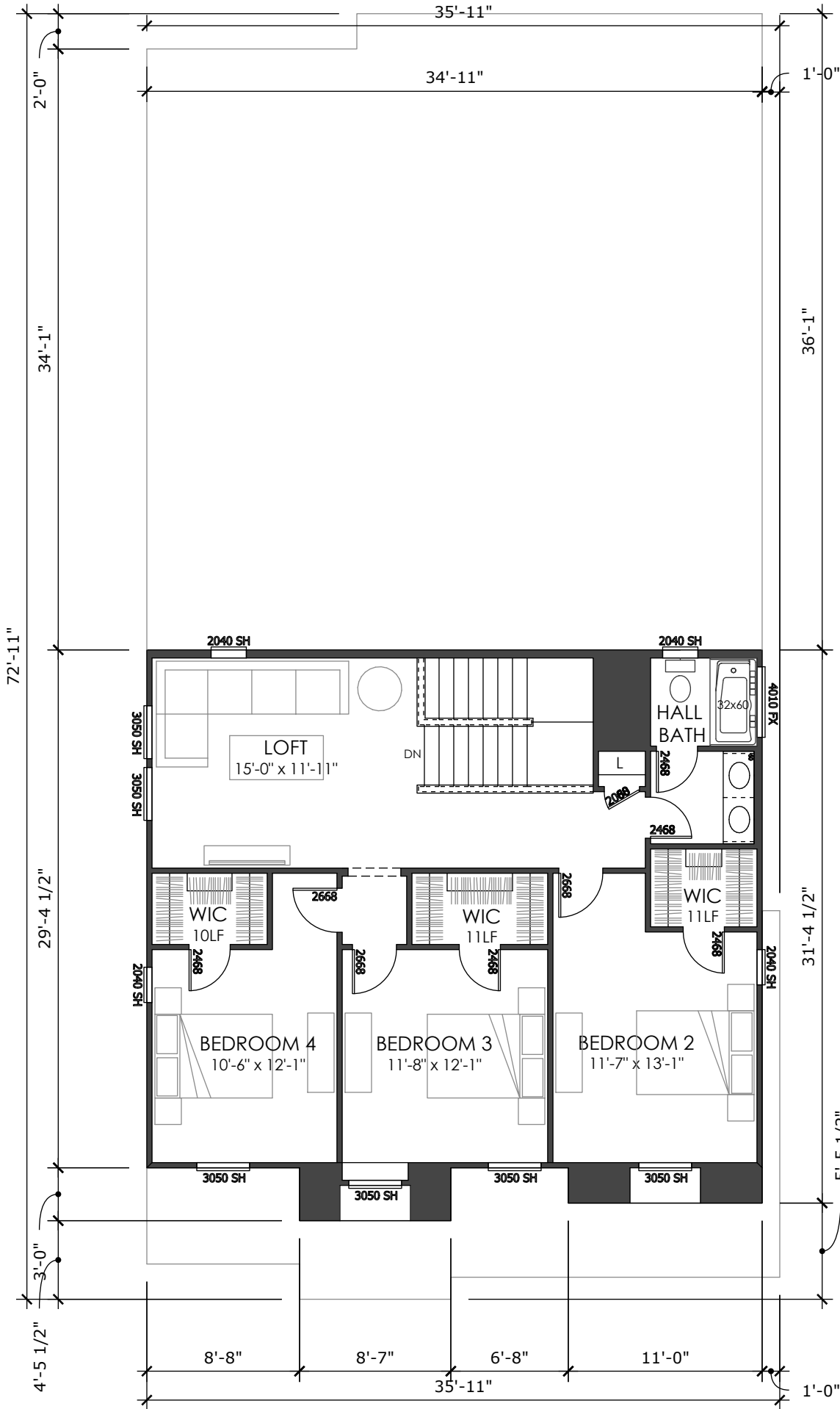


FORM XA - HACIENDA REAR ELEVATION
SCALE: 3/32" = 1'0"



FORM UA - SPANISH MODERN REAR ELEVATION
SCALE: 3/32" = 1'0"





35' MARKET RATE :: SP-2

PLAN 3

LIV. SF: 2,846
PLAN W x D: 34'-11" x 72'-11"
PLAN #: 8065
SCALE: 1/8" = 1'-0"
PLAN NAME: REINE

VITAL STATS
BEDROOM 5
BATH 3.5
CAR 2
CEILING 9' | 9'
WINDOW HDR 8' | 8'

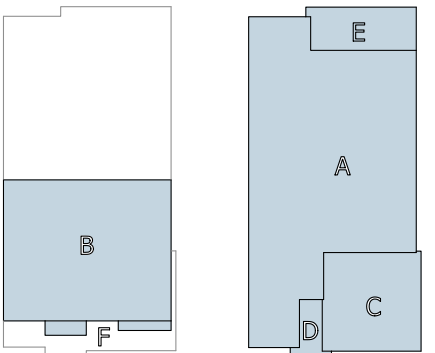
STATUS | NTL PORTFOLIO PLAN

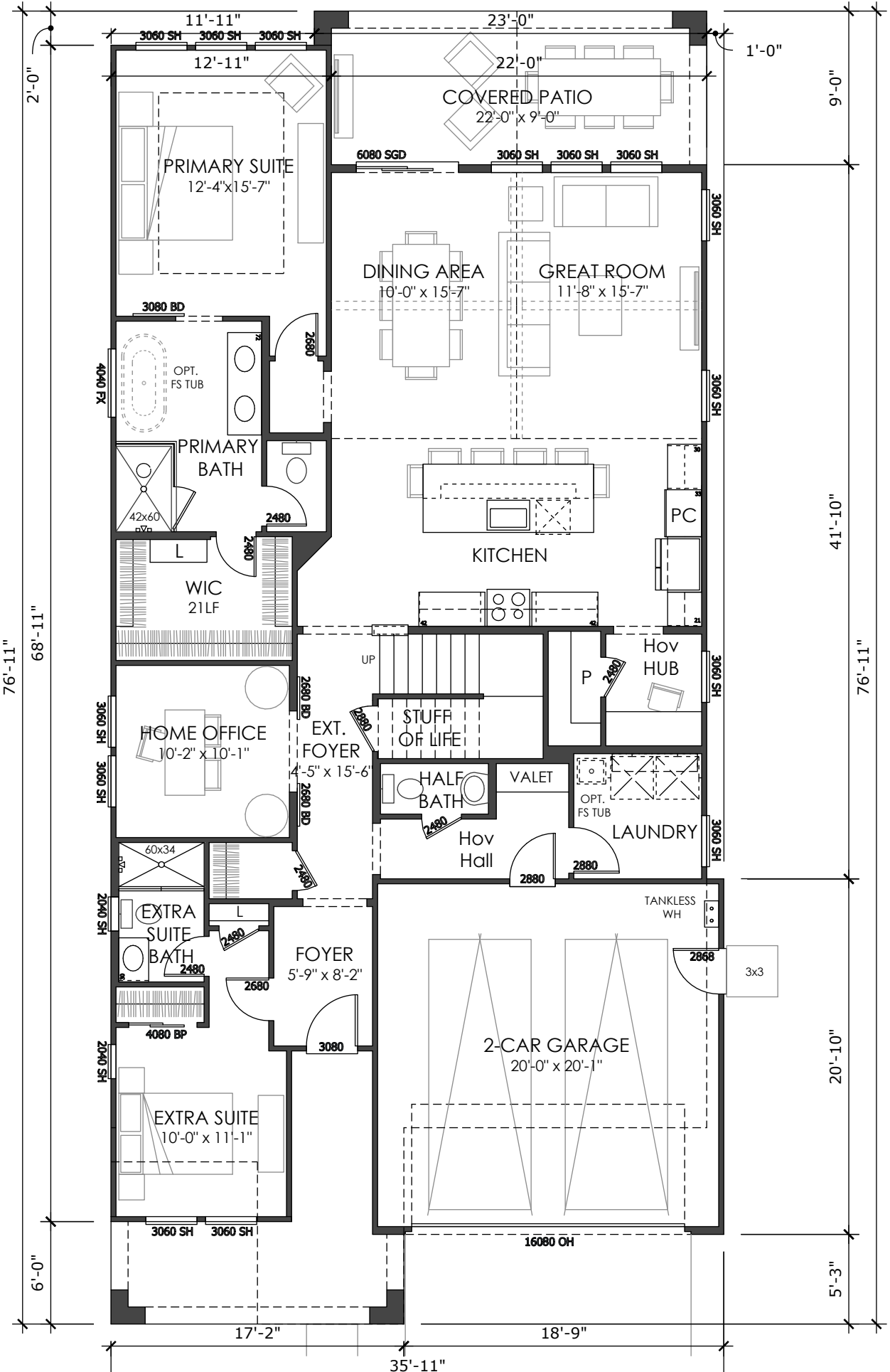
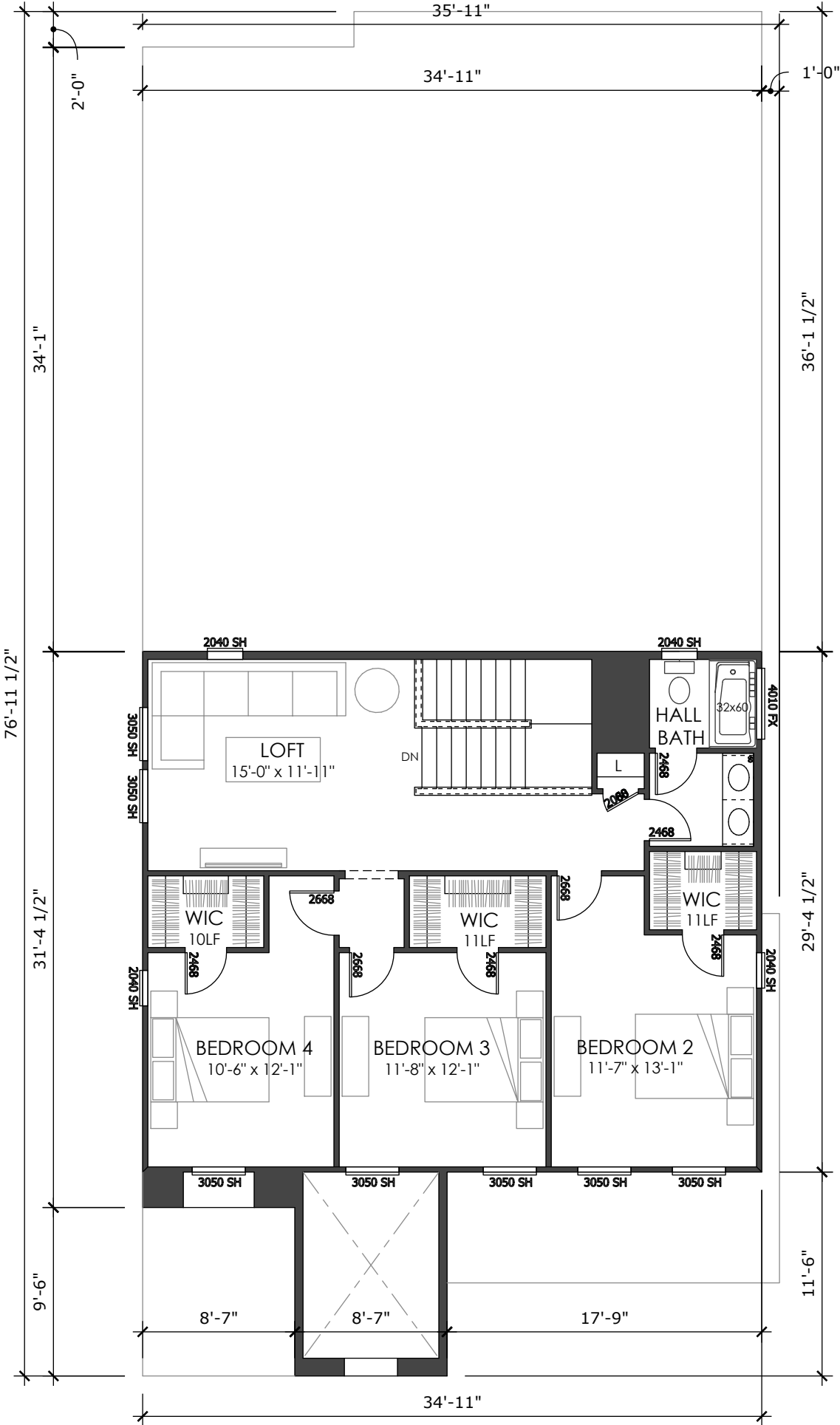
AREA S.F. BREAKDOWN
MAX. LIVABLE (A): 2,846
(A) 1ST FLR LIVABLE: 1,820
(B) 2ND FLR LIVABLE: 1,026
(C) 2 CAR GARAGE: 420
(D) COVERED ENTRY:
ELEVATION UA: 63
ELEVATION XA: 149
ELEVATION ZA: 62

(E) COVERED PATIO: 200
(F) ARCH. PROJECTION:
ELEVATION UA: 48
ELEVATION XA: 26
ELEVATION ZA: 22

(UA)MAX FOOTPRINT: 2,589

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,589 / 5,152 = 50.3%





35' MARKET RATE :: SP-2

PLAN 3

LIV. SF: 2,846
PLAN W x D: 34'-11" x 76'-11"
PLAN #: 8065
SCALE: 1/8" = 1'-0"
PLAN NAME: REINE

VITAL STATS
BEDROOM 5
BATH 3.5
CAR 2
CEILING 9' | 9'
WINDOW HDR 8' | 8'

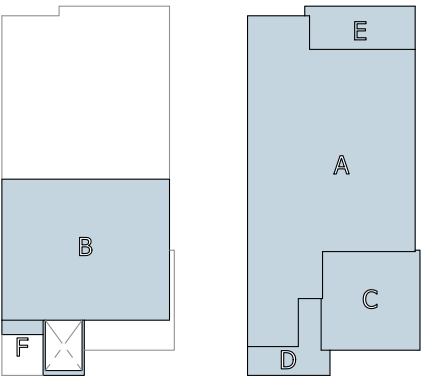
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN
MAX. LIVABLE (A): 2,846
(A) 1ST FLR LIVABLE: 1,820
(B) 2ND FLR LIVABLE: 1,026
(C) 2 CAR GARAGE: 420
(D) COVERED ENTRY:
ELEVATION UA: 63
ELEVATION XA: 149
ELEVATION ZA: 62

(E) COVERED PATIO: 200
(F) ARCH. PROJECTION:
ELEVATION UA: 48
ELEVATION XA: 26
ELEVATION ZA: 22

(UA)MAX FOOTPRINT: 2,589

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,589 / 5,152 = 50.3%



35' MARKET RATE :: SP-2

PLAN 3

LIV. SF: 2,846
PLAN W x D: 34'-11" x 72'-11"
PLAN #: 8065
SCALE: 1/8" = 1'-0"
PLAN NAME: REINE

VITAL STATS
BEDROOM 5
BATH 3.5
CAR 2
CEILING 9' | 9'
WINDOW HDR 8' | 8'

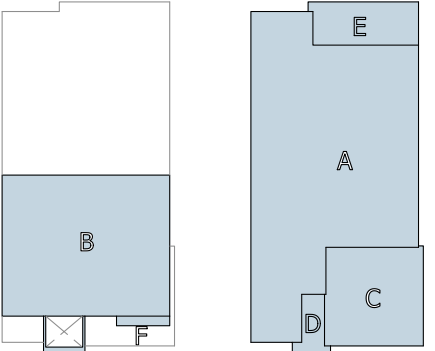
STATUS | NTL PORTFOLIO PLAN

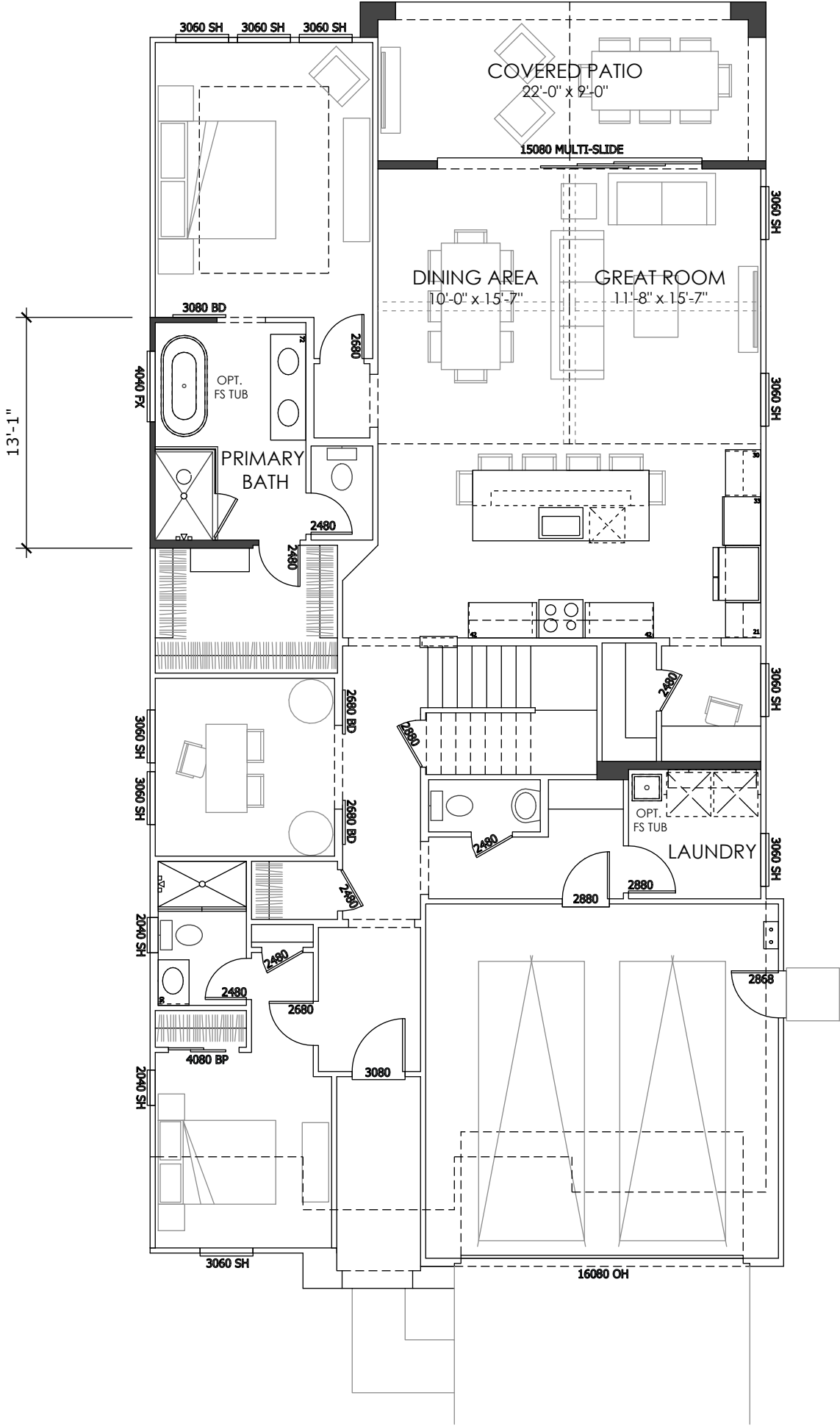
AREA S.F. BREAKDOWN
MAX. LIVABLE (A): 2,846
(A) 1ST FLR LIVABLE: 1,820
(B) 2ND FLR LIVABLE: 1,026
(C) 2 CAR GARAGE: 420
(D) COVERED ENTRY:
ELEVATION UA: 63
ELEVATION XA: 149
ELEVATION ZA: 62

(E) COVERED PATIO: 200
(F) ARCH. PROJECTION:
ELEVATION UA: 48
ELEVATION XA: 26
ELEVATION ZA: 22

(UA)MAX FOOTPRINT: 2,589

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,589 / 5,152 = 50.3%





35' MARKET RATE :: SP-2

PLAN 3 (OPTIONS)

LIV. SF: 2,846
PLAN W x D: 34'-11" x 72'-11"
PLAN #: 8065
SCALE: 1/8" = 1'-0"
PLAN NAME: REINE

VITAL STATS
BEDROOM 5
BATH 3.5
CAR 2
CEILING 9' | 9'
WINDOW HDR 8' | 8'

STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN
MAX. LIVABLE (A): 2,846
(A) 1ST FLR LIVABLE: 1,820
(B) 2ND FLR LIVABLE: 1,026
(C) 2 CAR GARAGE: 420
(D) COVERED ENTRY:
ELEVATION UA: 63
ELEVATION XA: 149
ELEVATION ZA: 62

(E) COVERED PATIO: 200
(F) ARCH. PROJECTION:
ELEVATION UA: 48
ELEVATION XA: 26
ELEVATION ZA: 22

(UA)MAX FOOTPRINT: 2,589

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,589 / 5,152 = 50.3%

OPTION :: 15080 SGD WITH COVERED PATIO
OPTION :: FREESTANDING TUB AT PRIMARY BATH
OPTION :: FREESTANDING TUB AT LAUNDRY
OPTION :: BEAMS AT GREAT ROOM CEILING

FIRST FLOOR OPTIONS
UA - SPANISH MODERN

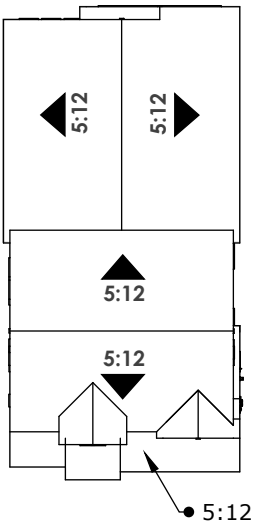




35' :: MKT SPEC2

PLAN 3

LIV. SF: 2,846
 PLAN WxD: 34'-11" x 70'-11"
 PLAN #: 8065
 PLAN NAME: REINE
 FORM UA - SPANISH MODERN



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE 'FLAT' TILES
- 3 FLUSH RAKE 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE RECESSED WINDOWS
- 6 PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
- 7 WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

FORM UA - SPANISH MODERN
 FRONT VIEW: N.T.S.



RIGHT ELEVATION
 SCALE: 3/32" = 1'-0"



REAR ELEVATION
 SCALE: 3/32" = 1'-0"



LEFT ELEVATION
 SCALE: 3/32" = 1'-0"



FRONT ELEVATION
 SCALE: 3/32" = 1'-0"





FORM XA - HACIENDA
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"

35' :: MKT SPEC2

PLAN 3

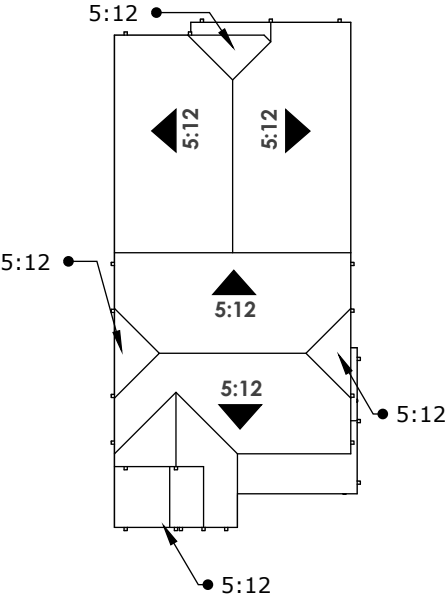
LIV. SF: 2,846

PLAN WxD: 34'-11" x 74'-11"

PLAN #: 8065

PLAN NAME: REINE

FORM XA - HACIENDA



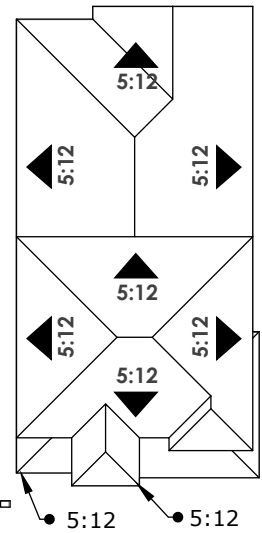
ROOF PLAN | SCALE: N.T.S.

- STYLE LEGEND:
- 1 PROMINENT GABLES, HIPS & CLIPS
 - 2 CONCRETE 'S' TILES
 - 3 12" RAKES AND 12" EAVES
 - 4 DECORATIVE GABLE DETAILS
 - 5 DECORATIVE STONE ACCENTS
 - 6 PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
 - 7 WINDOW HEADER - 8'-0" / 8'-0"A.F.F.



PLAN 3

LIV. SF: 2,846
PLAN WxD: 34'-11" x 70'-11"
PLAN #: 8065
PLAN NAME: REINE
FORM ZA - CONTEMPORARY



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT HIPS
- 2 CONCRETE 'T' TILES
- 3 12" EAVES
- 4 DECORATIVE SIDING
- 5 DECORATIVE STONE ACCENTS
- 6 PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
- 7 WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

FORM ZA - CONTEMPORARY
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"

PLAN 3 (OPTIONS)

LIV. SF: 2,846
PLAN WxD: 34'-11" x 70'-11"
PLAN #: 8065
PLAN NAME: REINE
OPT. MULTI SGD



FORM ZA - CONTEMPORARY REAR ELEVATION
SCALE: 3/32" = 1'0"

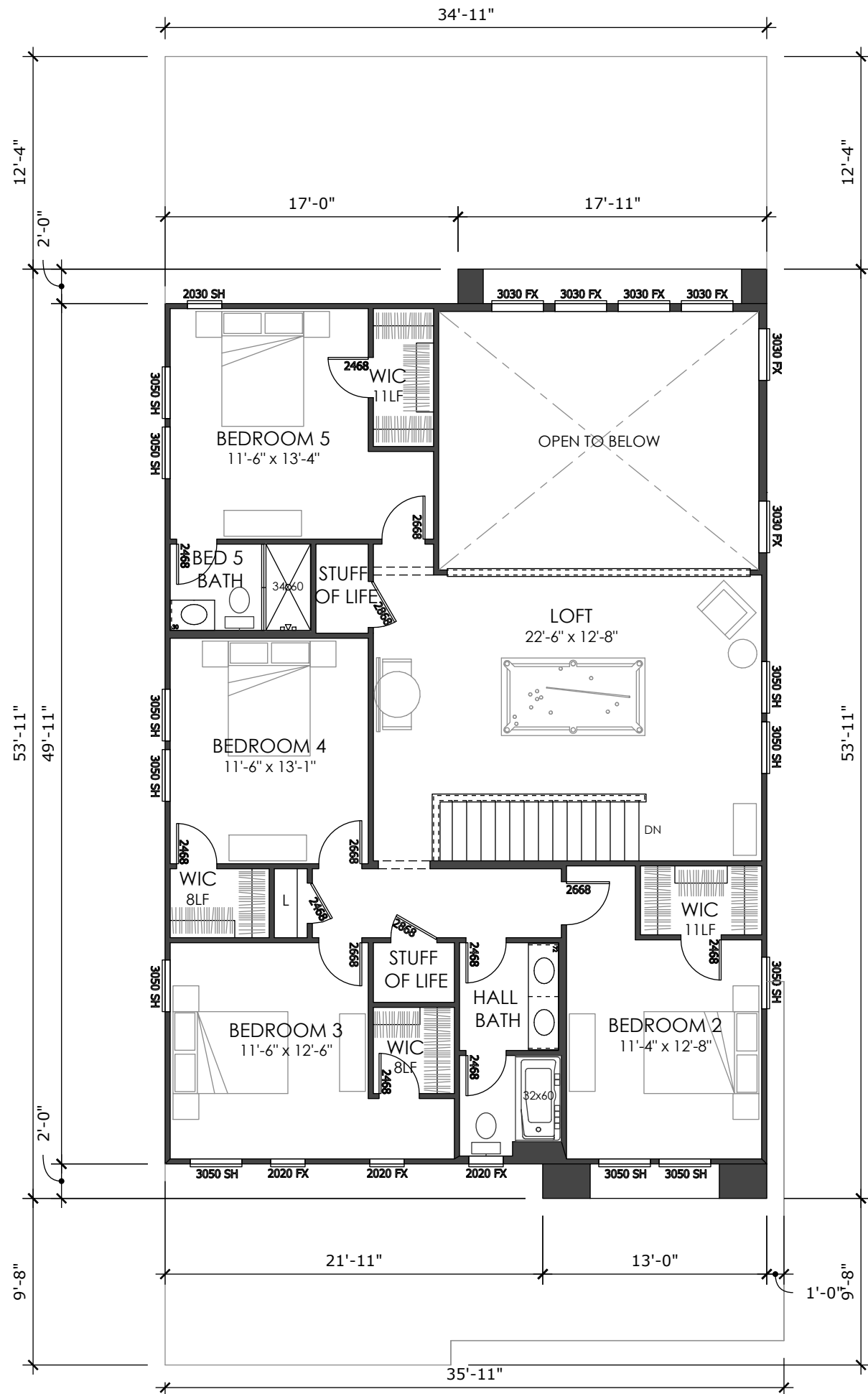


FORM XA - HACIENDA REAR ELEVATION
SCALE: 3/32" = 1'0"



FORM UA - SPANISH MODERN REAR ELEVATION
SCALE: 3/32" = 1'0"



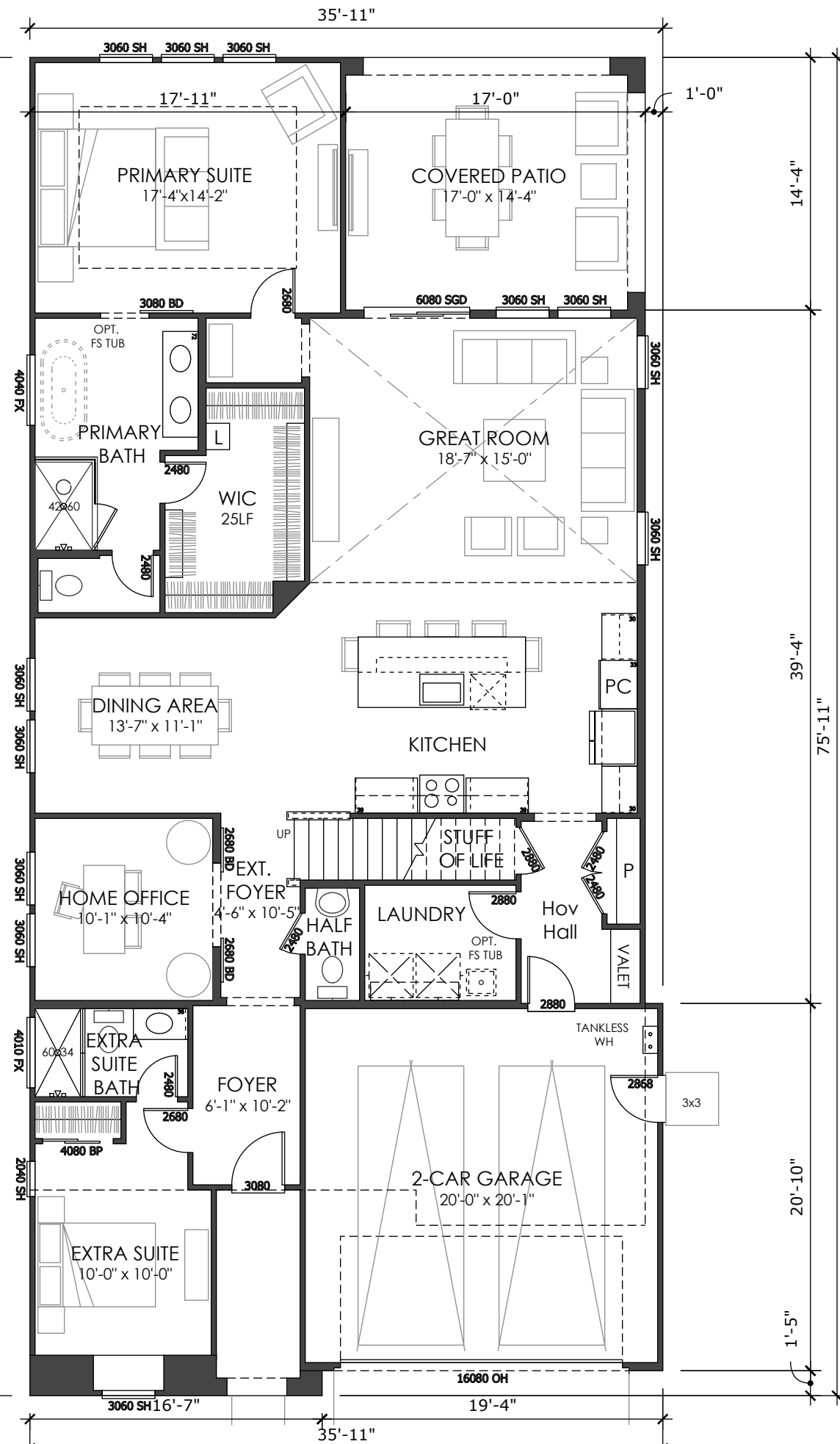


Viviendo :: Chandler, AZ

SECOND FLOOR PLAN
UA - SPANISH MODERN

02/02/2024

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FIRST FLOOR PLAN
UA - SPANISH MODERN

Corporate Product Development :: West Group Architecture

35' MARKET RATE :: SP-2

PLAN 4

LIV. SF: 3,352
PLAN W x D: 34'-11" x 75'-11"
PLAN #: 8083
SCALE: 1/8" = 1'-0"
PLAN NAME: VIENNE

VITAL STATS

BEDROOM	6
BATH	4.5
CAR	2
CEILING	9' 9'
WINDOW HDR	8' 8'

STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A):	3,352
(A) 1ST FLR LIVABLE:	1,903
(B) 2ND FLR LIVABLE:	1,449
(C) 2 CAR GARAGE:	420
(D) COVERED ENTRY:	
ELEVATION UA:	60
ELEVATION XA:	60
ELEVATION ZA:	60

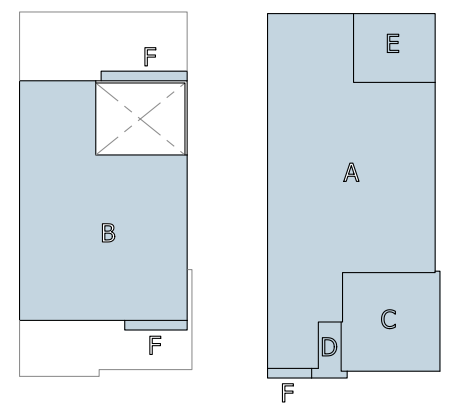
(E) COVERED PATIO: 244
(F) ARCH. PROJECTION:
 ELEVATION UA: 80
 ELEVATION XA: 80
 ELEVATION ZA: 87

(UA)MAX FOOTPRINT: 2,627

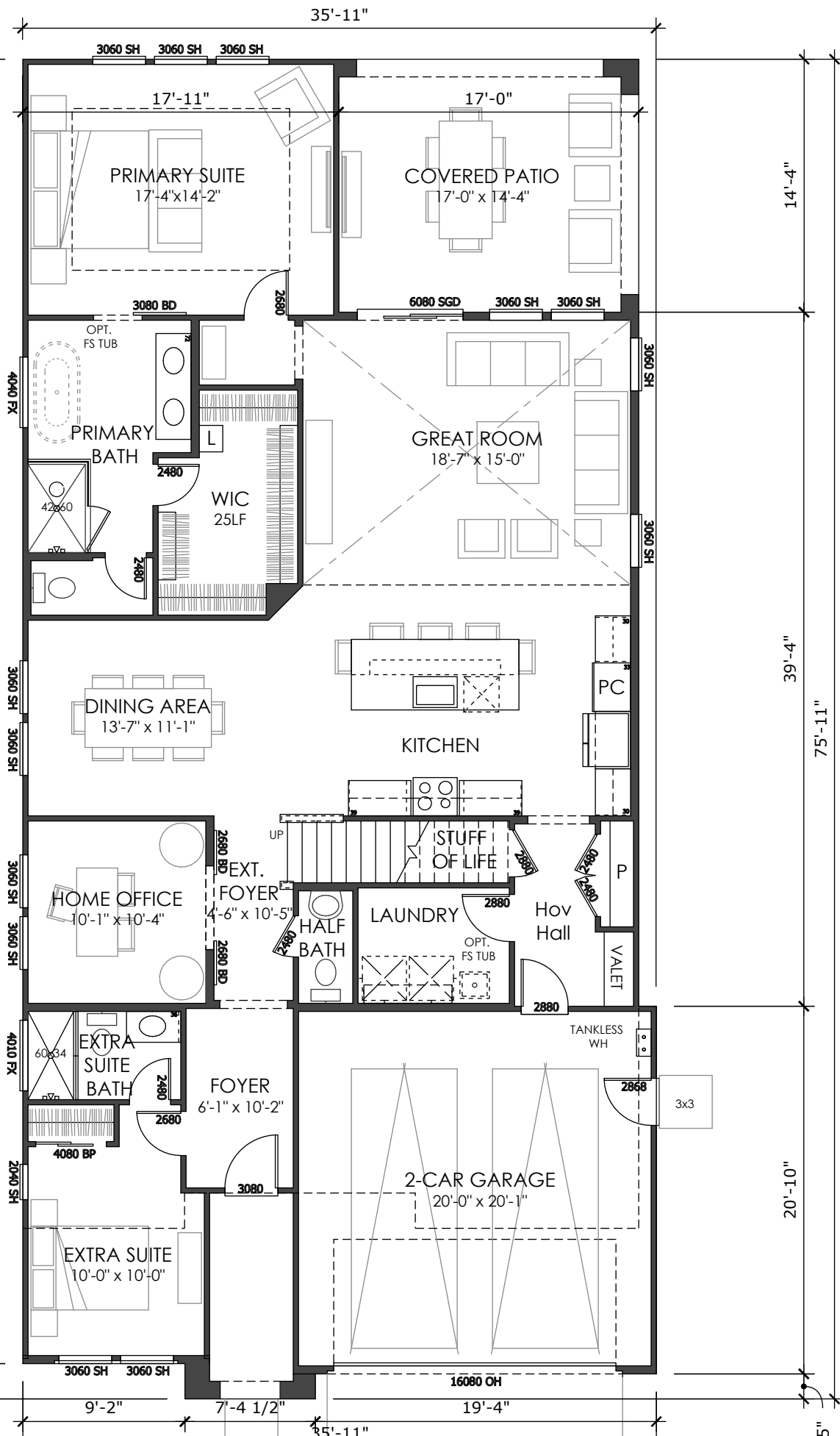
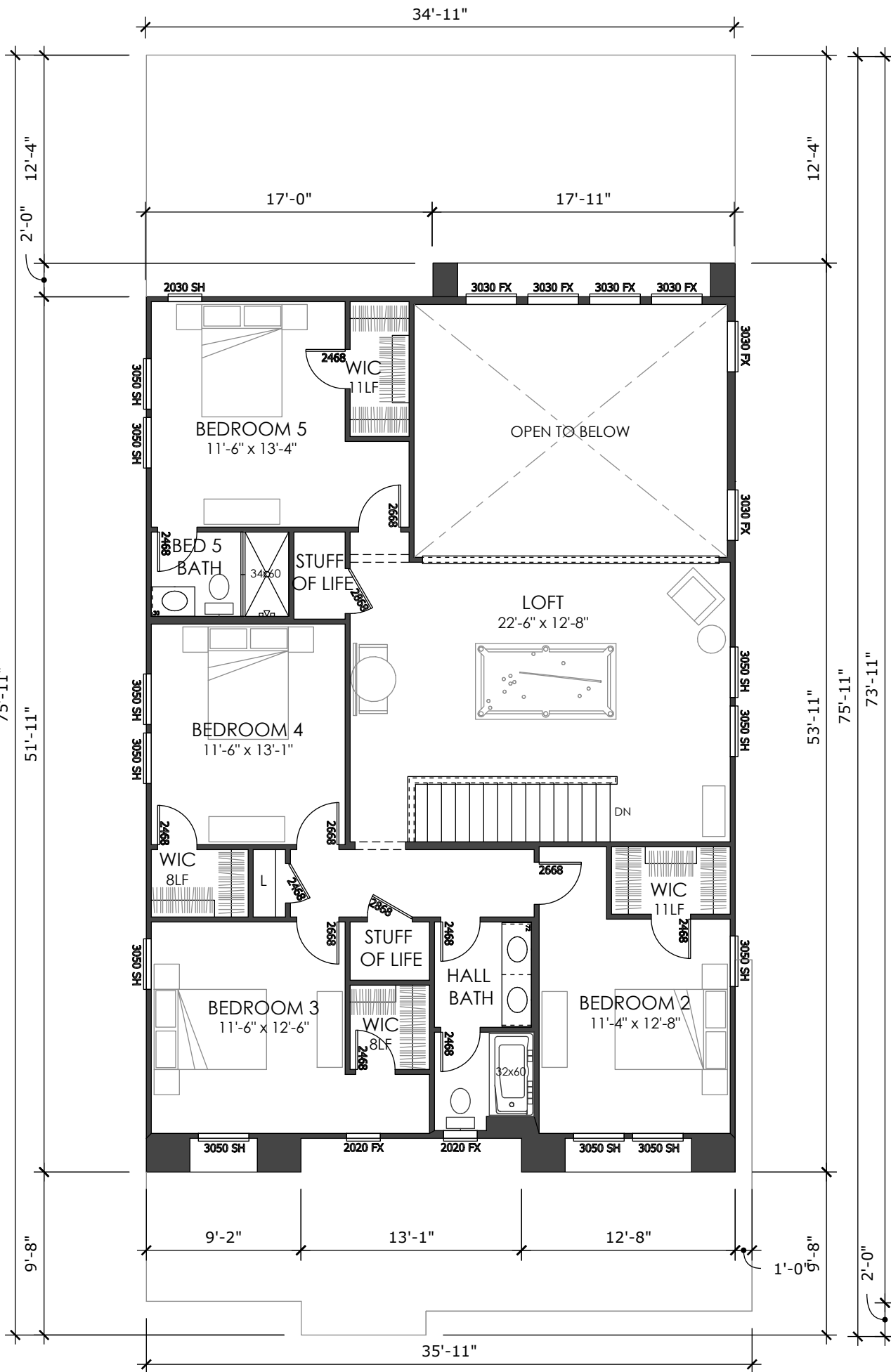
TYP LOT SIZE | 46'x112' (SF)

LOT COVERAGE ALLOWED | 60.0%

LOT COVERAGE | $2,627 / 5,152 = 50.9\%$



KHovnanian®
Homes



35' MARKET RATE :: SP-2

PLAN 4

LIV. SF: 3,352
PLAN W x D: 34'-11" x 75'-11"
PLAN #: 8083
SCALE: 1/8" = 1'-0"
PLAN NAME: VIENNE

VITAL STATS
BEDROOM 6
BATH 4.5
CAR 2
CEILING 9' | 9'
WINDOW HDR 8' | 8'

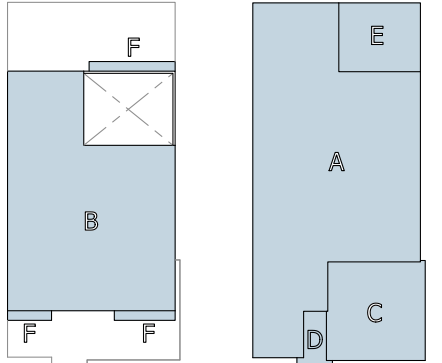
STATUS | NTL PORTFOLIO PLAN

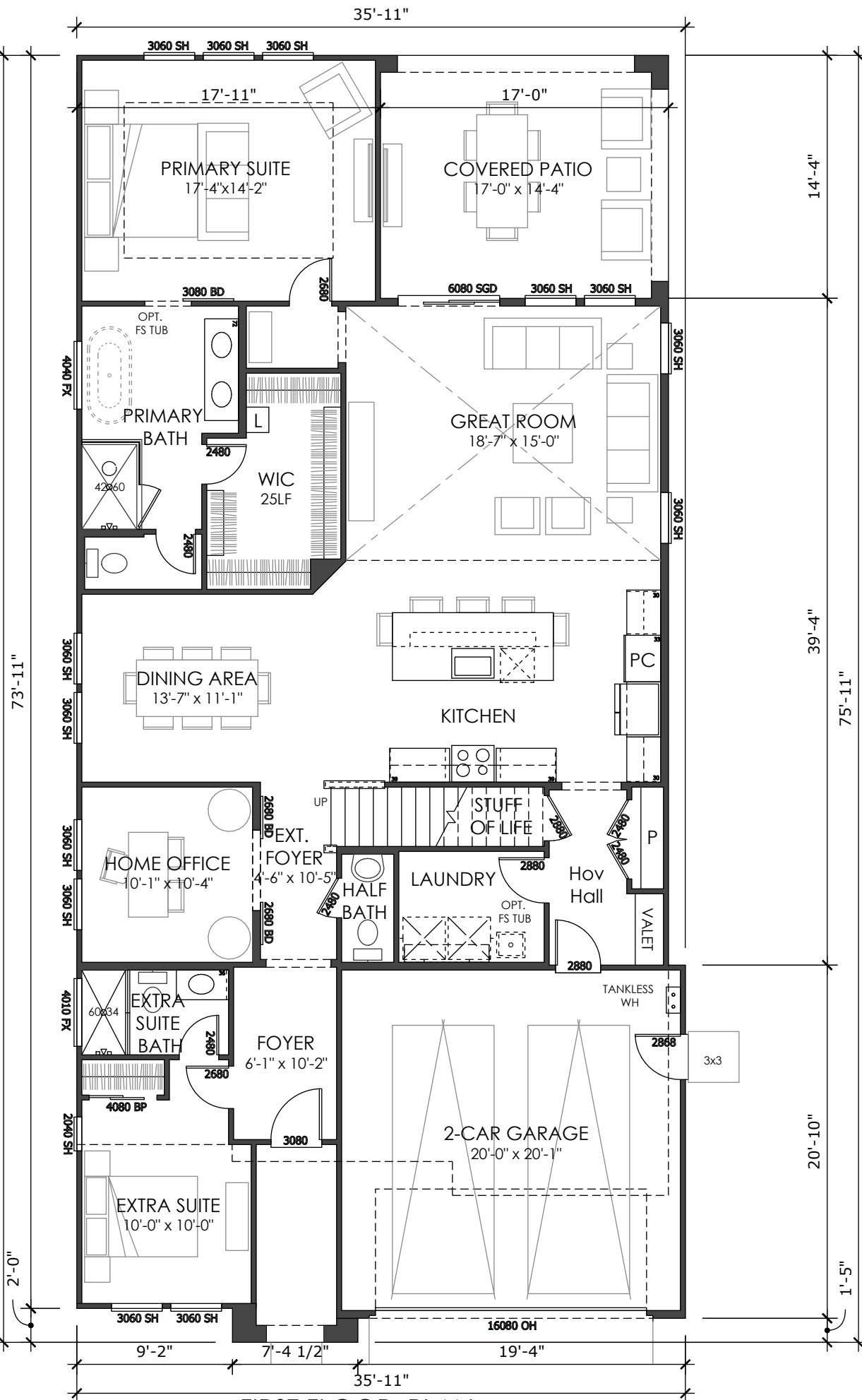
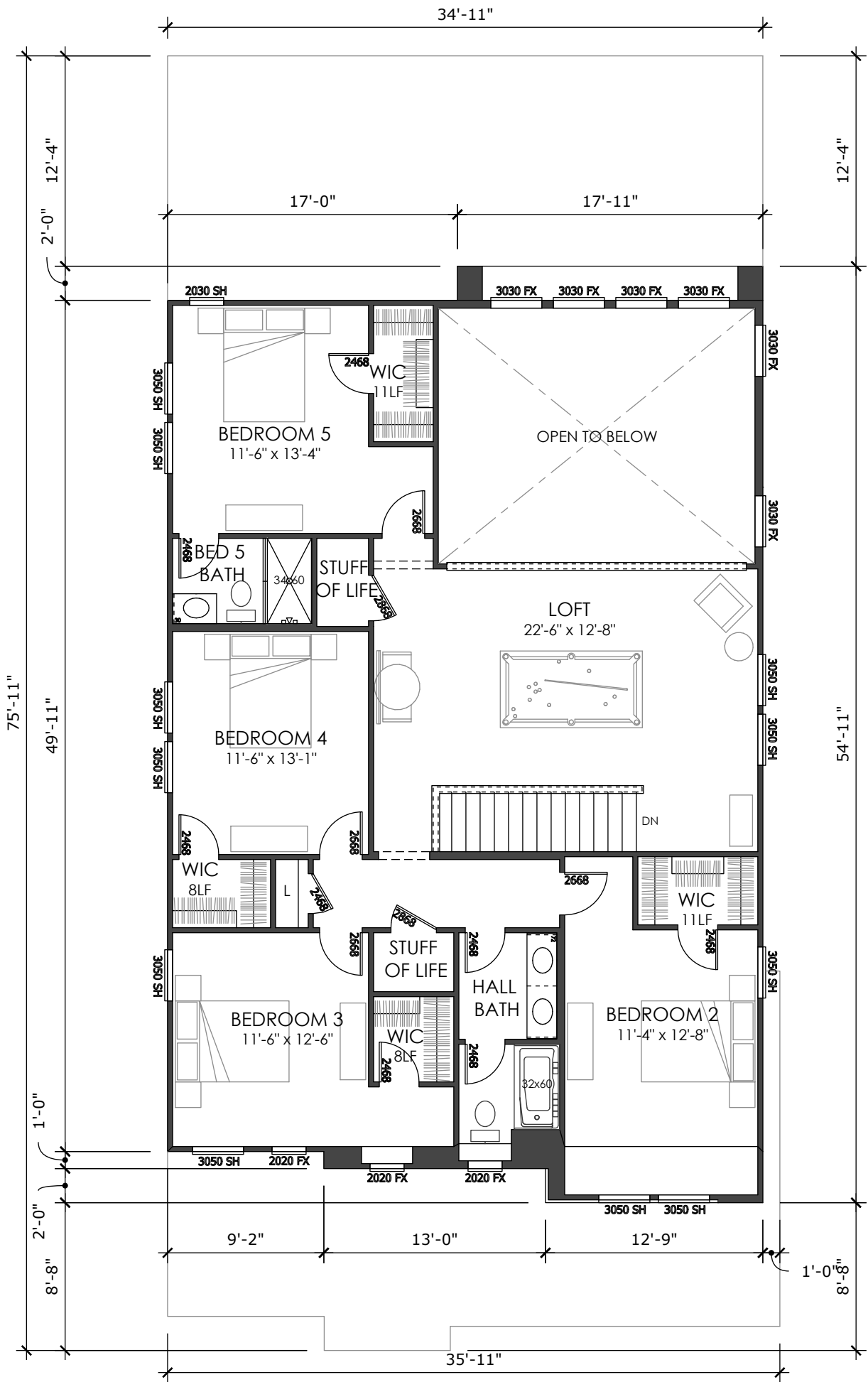
AREA S.F. BREAKDOWN
MAX. LIVABLE (A): 3,352
(A) 1ST FLR LIVABLE: 1,903
(B) 2ND FLR LIVABLE: 1,449
(C) 2 CAR GARAGE: 420
(D) COVERED ENTRY:
ELEVATION UA: 60
ELEVATION XA: 60
ELEVATION ZA: 60

(E) COVERED PATIO: 244
(F) ARCH. PROJECTION:
ELEVATION UA: 80
ELEVATION XA: 80
ELEVATION ZA: 87

(UA)MAX FOOTPRINT: 2,627

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,627 / 5,152 = 50.9%





35' MARKET RATE :: SP-2

PLAN 4

LIV. SF: 3,352
PLAN W x D: 34'-11" x 75'-11"
PLAN #: 8083
SCALE: 1/8" = 1'-0"
PLAN NAME: VIENNE

VITAL STATS
BEDROOM 6
BATH 4.5
CAR 2
CEILING 9' | 9'
WINDOW HDR 8' | 8'

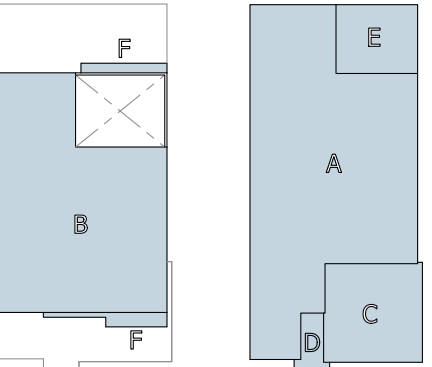
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN
MAX. LIVABLE (A): 3,352
(A) 1ST FLR LIVABLE: 1,903
(B) 2ND FLR LIVABLE: 1,449
(C) 2 CAR GARAGE: 420
(D) COVERED ENTRY:
ELEVATION UA: 60
ELEVATION XA: 60
ELEVATION ZA: 60

(E) COVERED PATIO: 244
(F) ARCH. PROJECTION:
ELEVATION UA: 80
ELEVATION XA: 80
ELEVATION ZA: 87

(UA)MAX FOOTPRINT: 2,627

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,627 / 5,152 = 50.9%



PLAN 4 (OPTIONS)

LIV. SF: 3,352
PLAN W x D: 34'-11" x 75'-11"
PLAN #: 8083
SCALE: 1/8" = 1'-0"
PLAN NAME: VIENNE

VITAL STATS

BEDROOM	6
BATH	4.5
CAR	2
CEILING	9' 9'
WINDOW HDR	8' 8'

STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A):	3,352
(A) 1ST FLR LIVABLE:	1,903
(B) 2ND FLR LIVABLE:	1,449
(C) 2 CAR GARAGE:	420
(D) COVERED ENTRY:	
ELEVATION UA:	60
ELEVATION XA:	60
ELEVATION ZA:	60

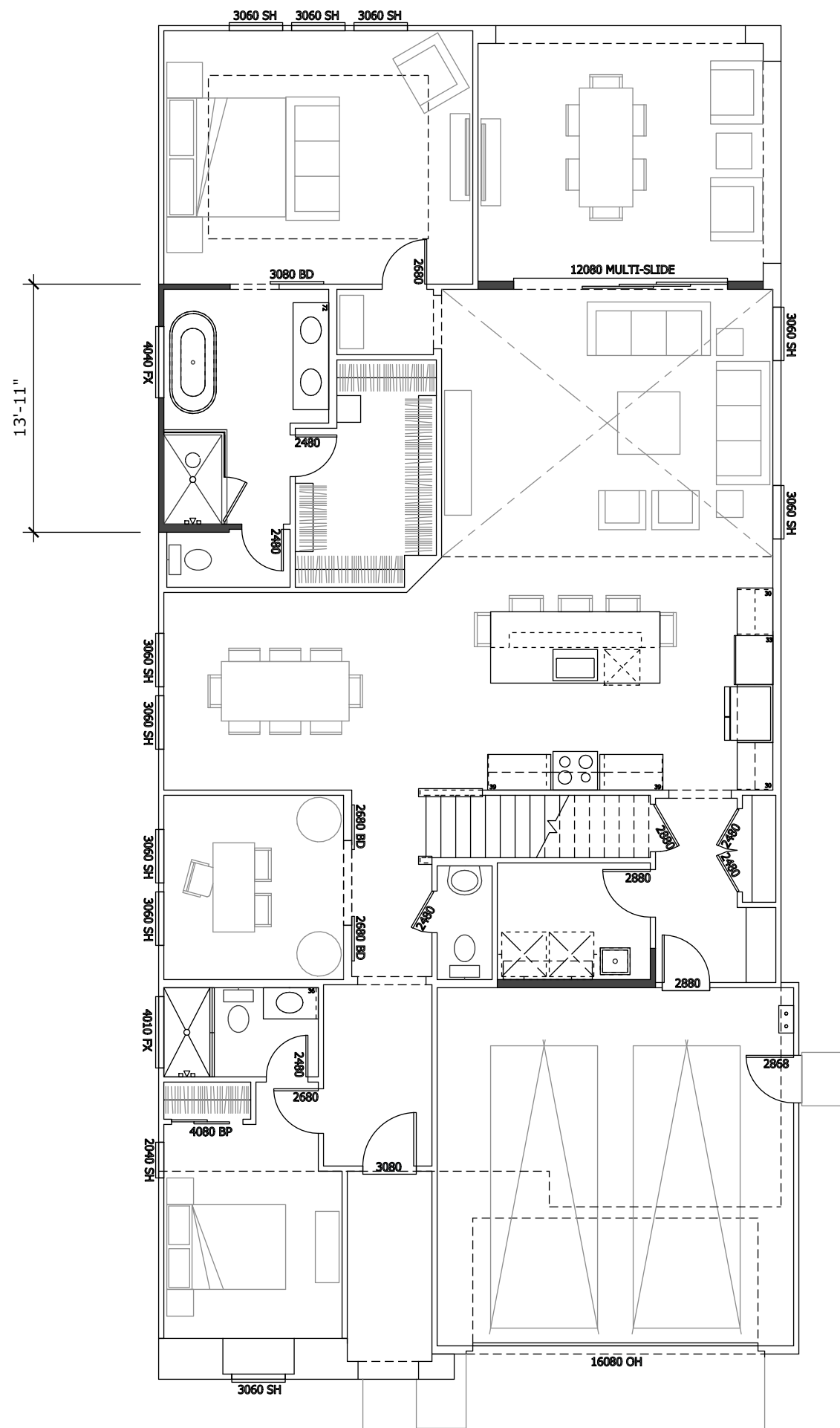
(E) COVERED PATIO: 244
(F) ARCH. PROJECTION:
ELEVATION UA: 80
ELEVATION XA: 80
ELEVATION ZA: 87

(UA)MAX FOOTPRINT: 2,627

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,627 / 5,152 = 50.9%

OPTION :: 12080 MULTI-SLIDE
OPTION :: FREESTANDING TUB AT PRIMARY BATH
OPTION :: FREESTANDING TUB AT LAUNDRY

FIRST FLOOR OPTIONS
UA - SPANISH MODERN

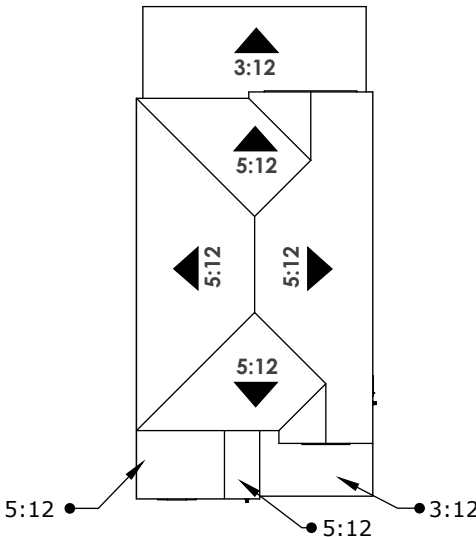




35' :: MKT SPEC2

PLAN 4

LIV. SF: 3,352
 PLAN WxD: 34'-11" x 75'-11"
 PLAN #: 8083
 PLAN NAME: VIENNE
 FORM UA - SPANISH MODERN



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE 'FLAT' TILES
- 3 FLUSH RAKE 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE RECESSED WINDOWS
- 6 PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
- 7 WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

FORM UA - SPANISH MODERN
 FRONT VIEW: N.T.S.



RIGHT ELEVATION
 SCALE: 3/32" = 1'-0"



REAR ELEVATION
 SCALE: 3/32" = 1'-0"



LEFT ELEVATION
 SCALE: 3/32" = 1'-0"

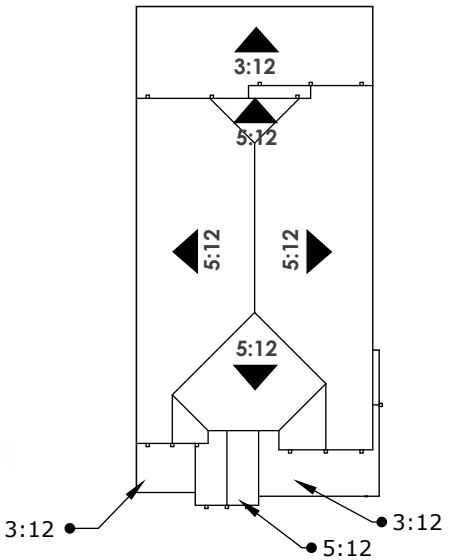


FRONT ELEVATION
 SCALE: 3/32" = 1'-0"



PLAN 4

LIV. SF: 3,352
 PLAN WxD: 34'-11" x 75'-11"
 PLAN #: 8083
 PLAN NAME: VIENNE
 FORM XA - HACIENDA



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES, HIPS & CLIPS
- 2 CONCRETE 'S' TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE STONE ACCENTS
- 6 PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
- 7 WINDOW HEADER - 8'-0" / 8'-0" A.F.F.



RIGHT ELEVATION
 SCALE: 3/32" = 1'-0"



REAR ELEVATION
 SCALE: 3/32" = 1'-0"



LEFT ELEVATION
 SCALE: 3/32" = 1'-0"

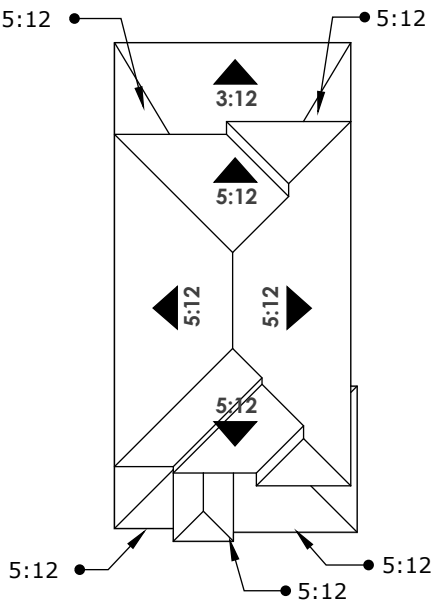


FRONT ELEVATION
 SCALE: 3/32" = 1'-0"



PLAN 4

LIV. SF: 3,352
 PLAN WxD: 34'-11" x 75'-11"
 PLAN #: 8083
 PLAN NAME: VIENNE
 FORM ZA - CONTEMPORARY



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT HIPS
- 2 CONCRETE 'T' TILES
- 3 12" EAVES
- 4 DECORATIVE SIDING
- 5 DECORATIVE STONE ACCENTS
- 6 PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
- 7 WINDOW HEADER - 8'-0" / 8'-0" A.F.F.



RIGHT ELEVATION
 SCALE: 3/32" = 1'-0"



REAR ELEVATION
 SCALE: 3/32" = 1'-0"



LEFT ELEVATION
 SCALE: 3/32" = 1'-0"



FRONT ELEVATION
 SCALE: 3/32" = 1'-0"

PLAN 4 (OPTIONS)

LIV. SF: 3,352
PLAN WxD: 34'-11" x 75'-11"
PLAN #: 8083
PLAN NAME: VIENNE
OPT. MULTI SGD



FORM ZA - CONTEMPORARY REAR ELEVATION
SCALE: 3/32" = 1'0"

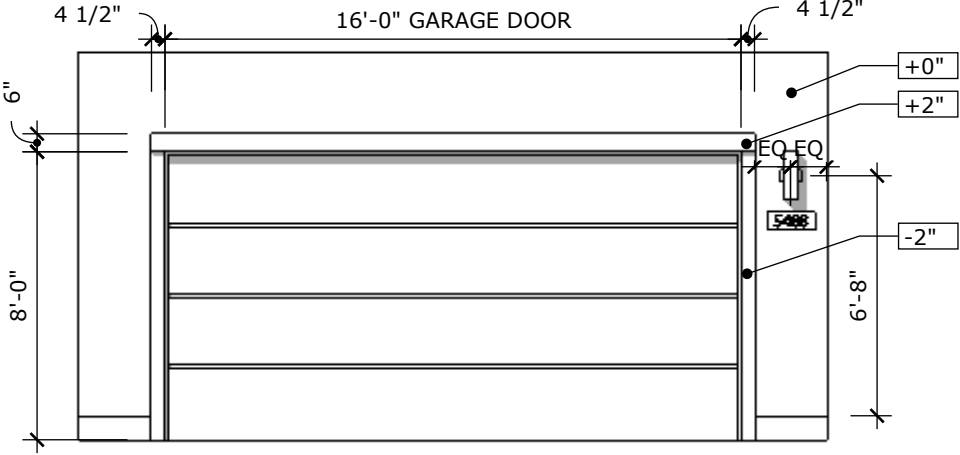
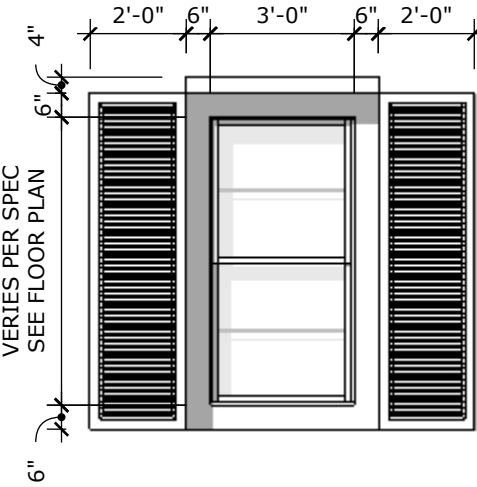
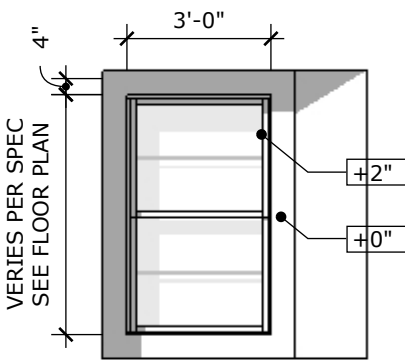
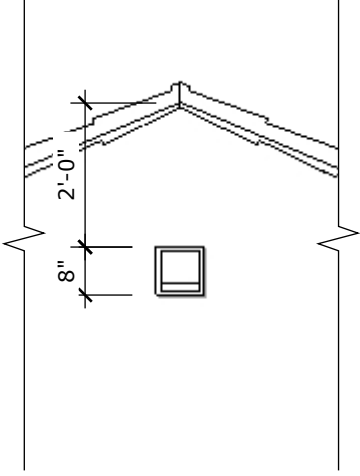
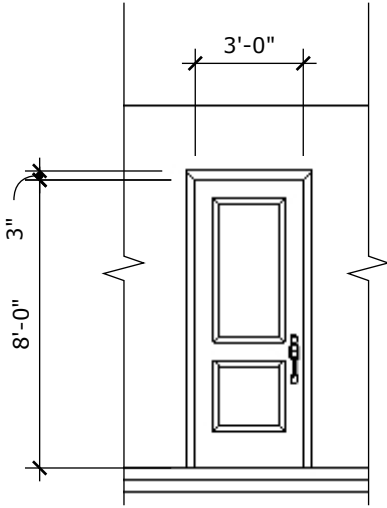
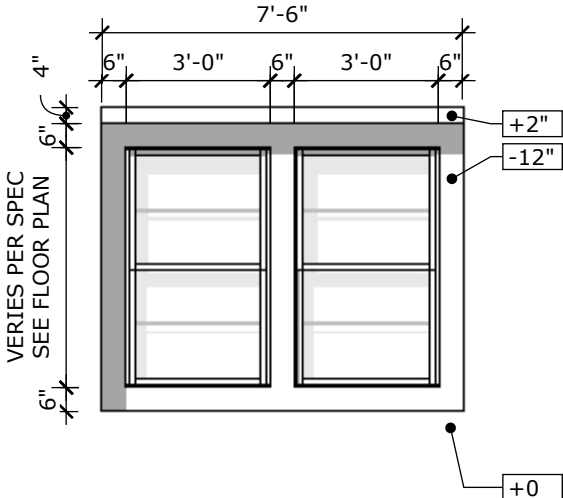
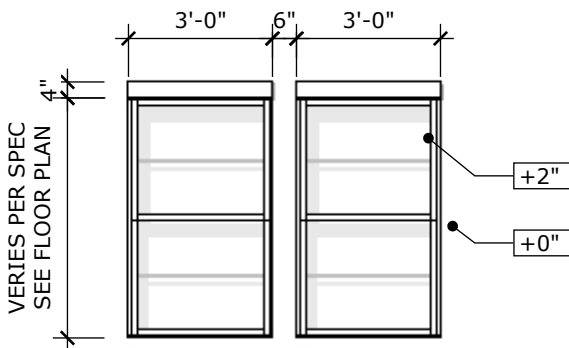
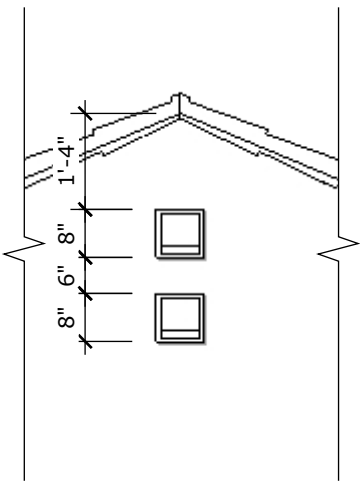
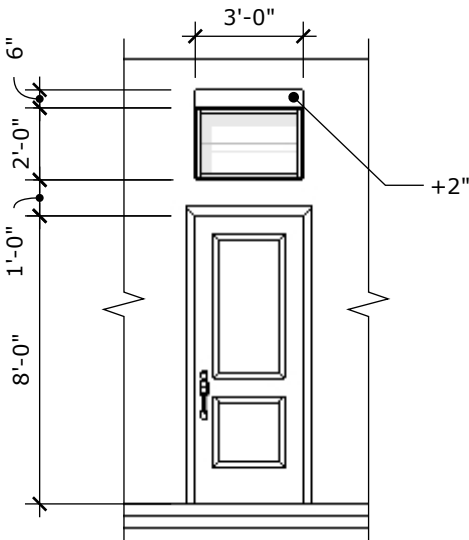
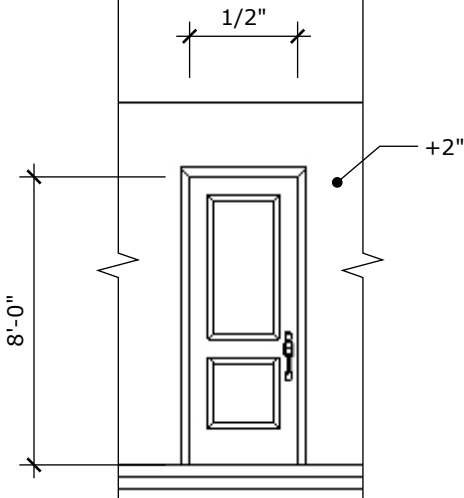
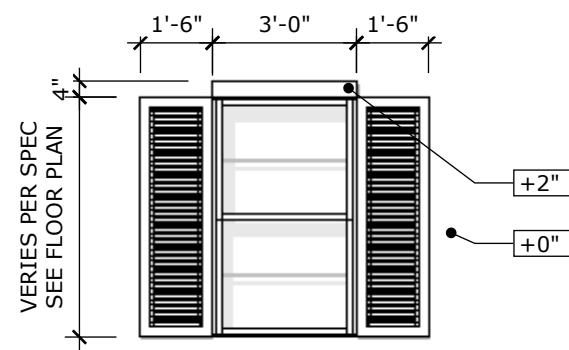
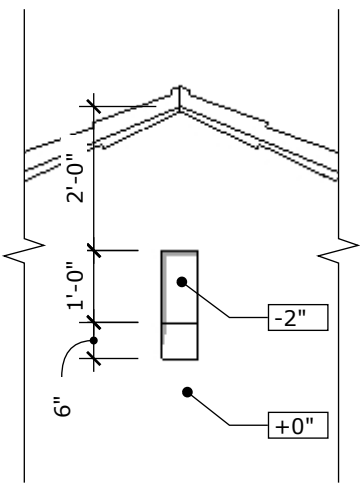


FORM XA - HACIENDA REAR ELEVATION
SCALE: 3/32" = 1'0"



FORM UA - SPANISH MODERN REAR ELEVATION
SCALE: 3/32" = 1'0"

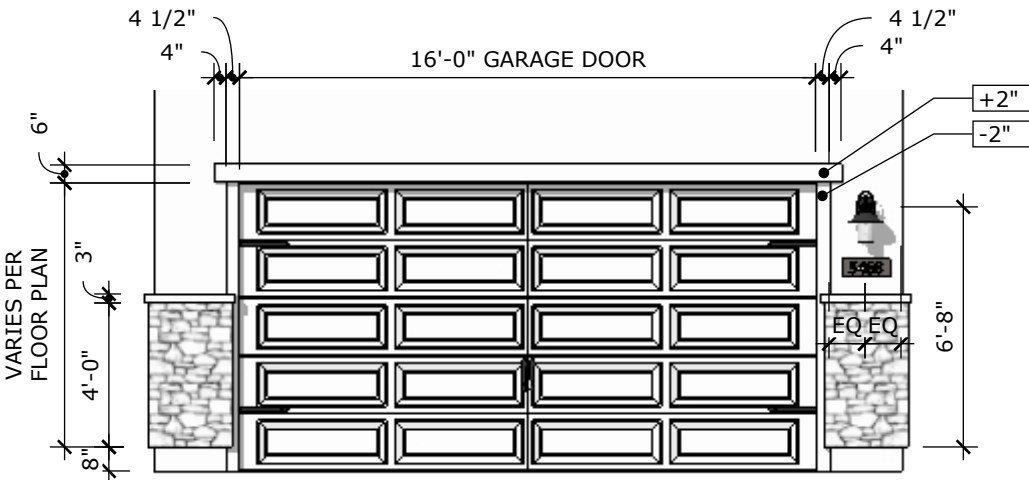
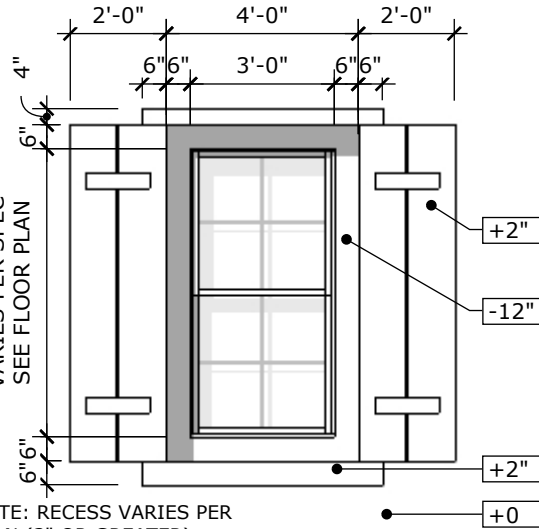
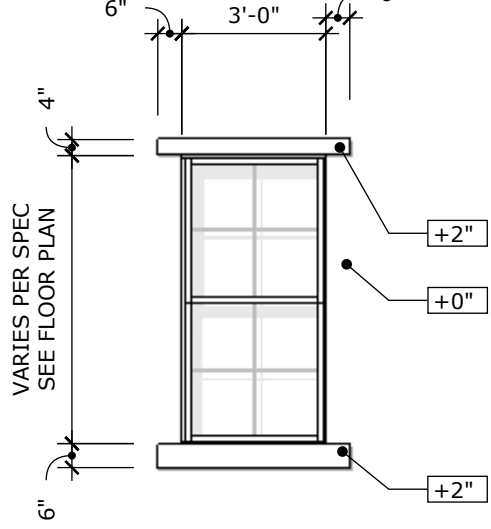
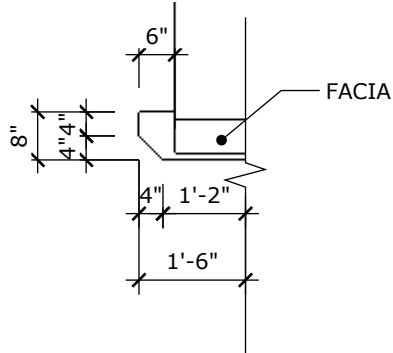
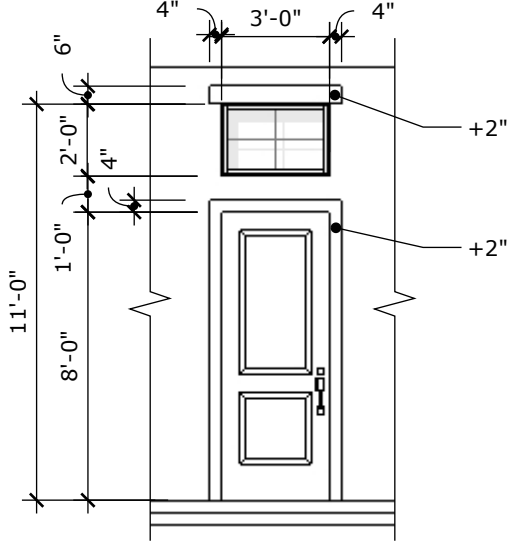
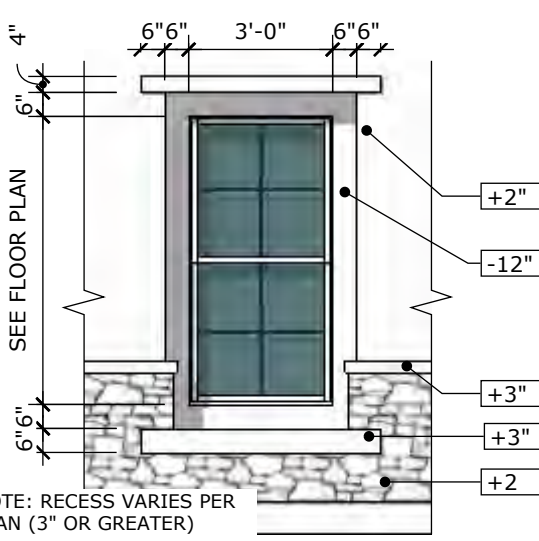
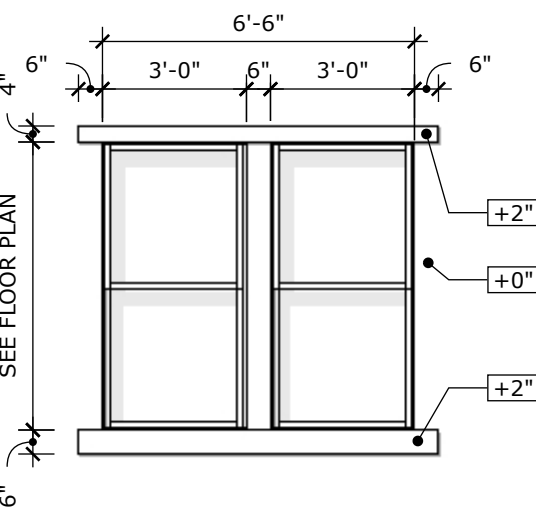
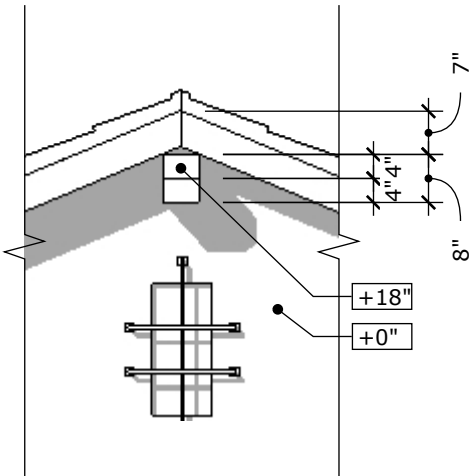
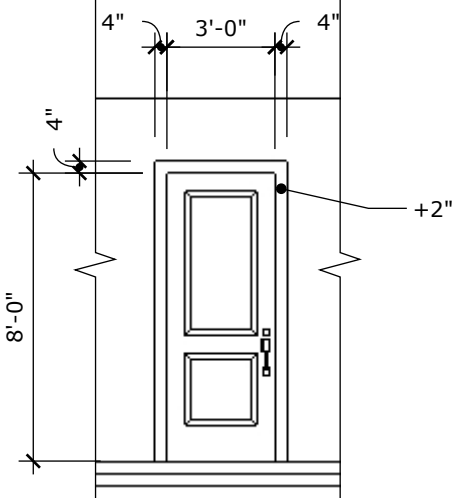
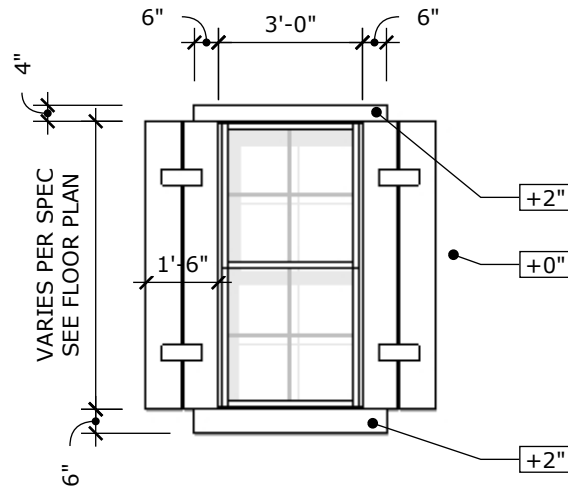
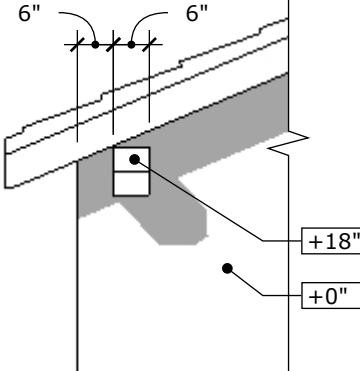


		U10			U7			U4			U1
RECESSED GARAGE DOOR		U10	RECESSED WINDOW W/SHUTTERS		U7	STUCCO TRIM @ (1)WINDOW		U4	GABLE DETAIL 1-TILE		U1
		U14	 <p>NOTE: RECESS VARIES PER PLAN (3" OR GREATER)</p>		U11			U8			U2
ENTRY DOOR		U14	RECESSED (2)WINDOW		U11	STUCCO TRIM @ (2)WINDOW		U5	GABLE DETAIL 2-TILE		U8
		U15			U12			U9			U3
ENTRY DOOR W/TRANSOM		U15	ENTRY DOOR		U12	STUCCO TRIM @ (1)WINDOW W/SUTTERS		U6	TAPER RECESSED GABLE DETAIL		U3

SPANISH MODERN EXTERIOR DETAILS

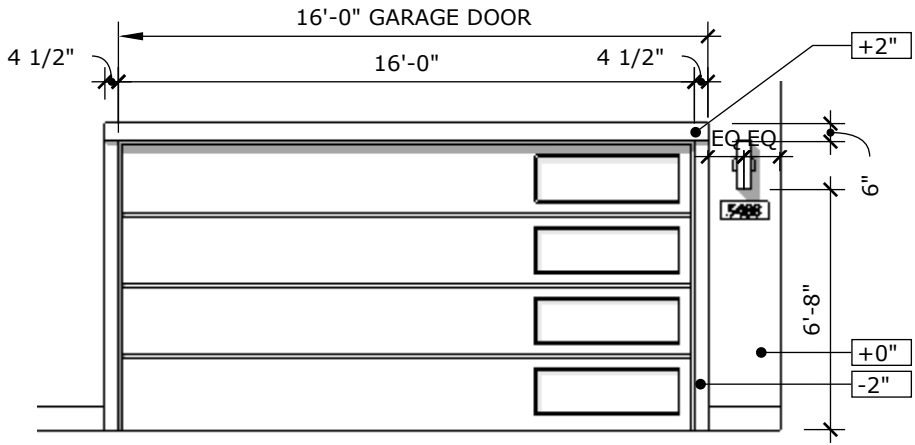
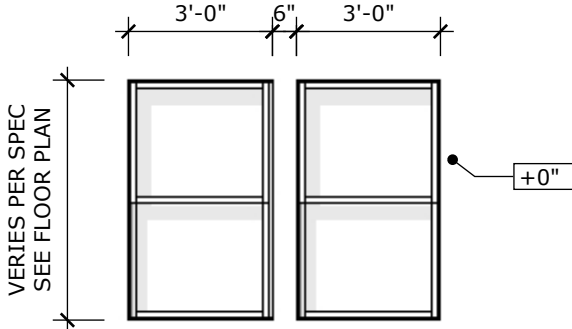
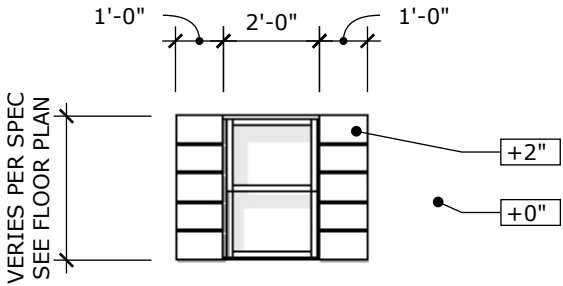
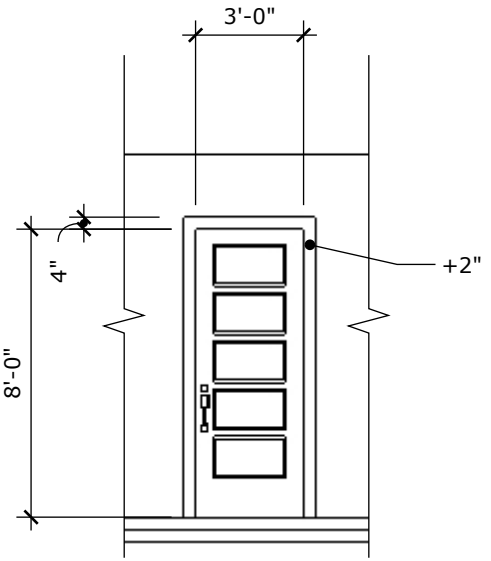
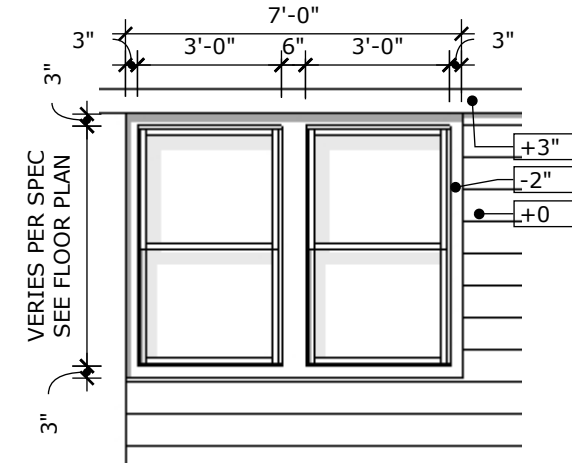
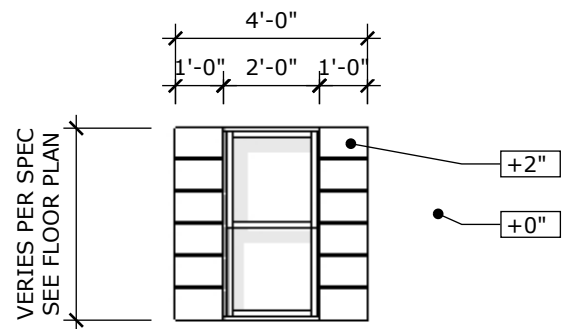
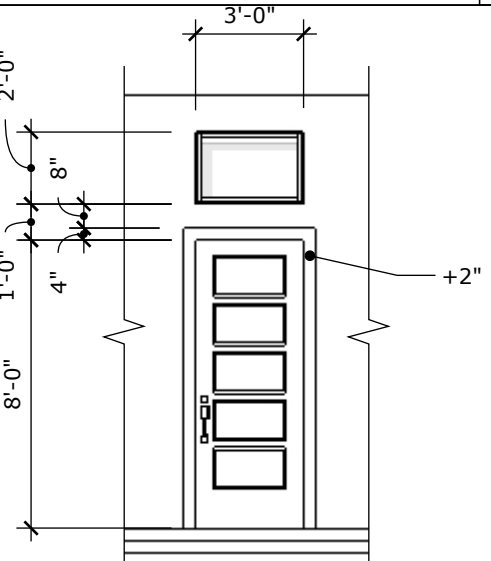
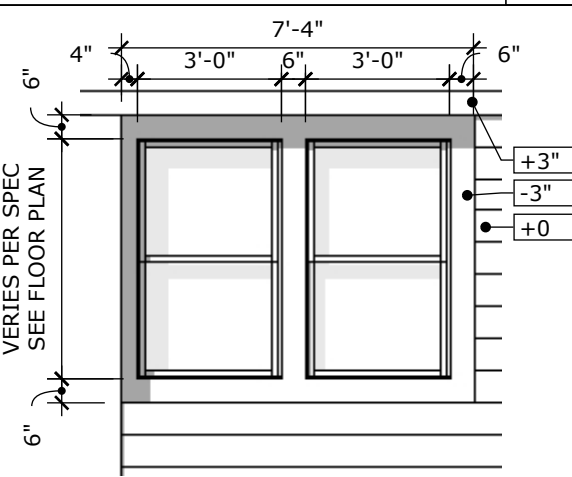
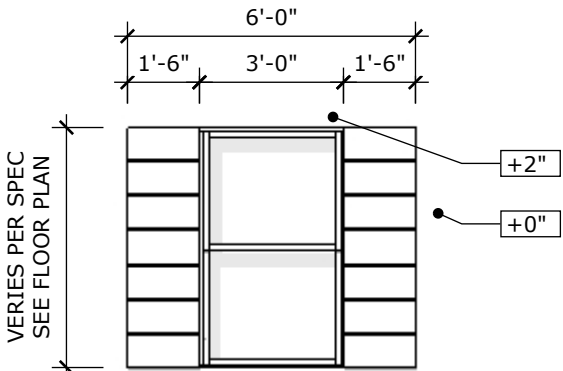
SCALE: NTS



 <p>NOTE: DOOR HARDWARE PER SPECS</p>		 <p>NOTE: RECESS VARIES PER PLAN (3" OR GREATER)</p>		 <p>VARIES PER SPEC SEE FLOOR PLAN</p>		 <p>FACIA</p>		RECESSED GARAGE DOOR W/STONE	X10	RECESSED WINDOW W/SHUTTERS	X7	STUCCO TRIM @ (1)WINDOW	X4	CORBEL DETAIL	X1	
 <p>VARIES PER SPEC SEE FLOOR PLAN</p>		 <p>NOTE: RECESS VARIES PER PLAN (3" OR GREATER)</p>		 <p>VARIES PER SPEC SEE FLOOR PLAN</p>		 <p>18" 0"</p>		X14	ENTRY DOOR W/TRANSOM	X11	RECESSED WINDOW W/STONE	X8	STUCCO TRIM @ (2)WINDOW	X5	CORBEL DETAIL @ GABLE	X2
 <p>VARIES PER SPEC SEE FLOOR PLAN</p>		 <p>VARIES PER SPEC SEE FLOOR PLAN</p>		 <p>18" 0"</p>		X15		X12	ENTRY DOOR W/TRANSOM	X9	STUCCO TRIM @ (1)WINDOW W/SUTTERS	X6	CORBEL DETAIL @ GABLE END	X3		

HACIENDA EXTERIOR DETAILS
SCALE: NTS



		Z10			Z7			Z4	Z1
		Z14	 <p>NOTE: RECESS VARIES PER PLAN (2" DEEP RECESS CONDITION)</p>		Z8			Z5	Z2
		Z15	 <p>NOTE: RECESS VARIES PER PLAN (3" DEEP OR GREATER)</p>		Z9			Z6	Z3

CONTEMPORARY EXTERIOR DETAILS
SCALE: NTS



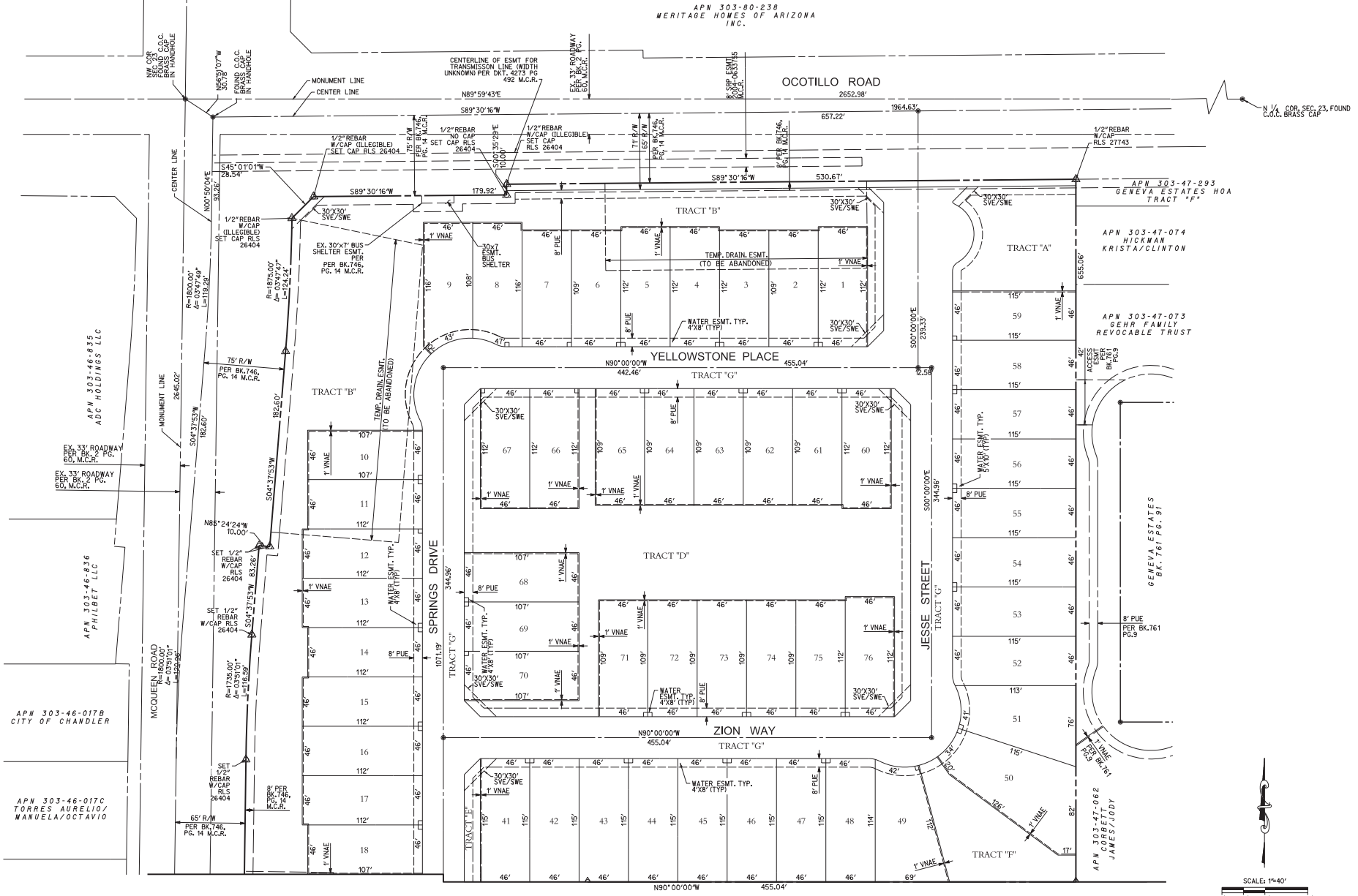








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DATE: 12/31/2024
PROJECT NO: 5287
SHEET NO: PP02
2 of 3

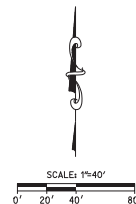
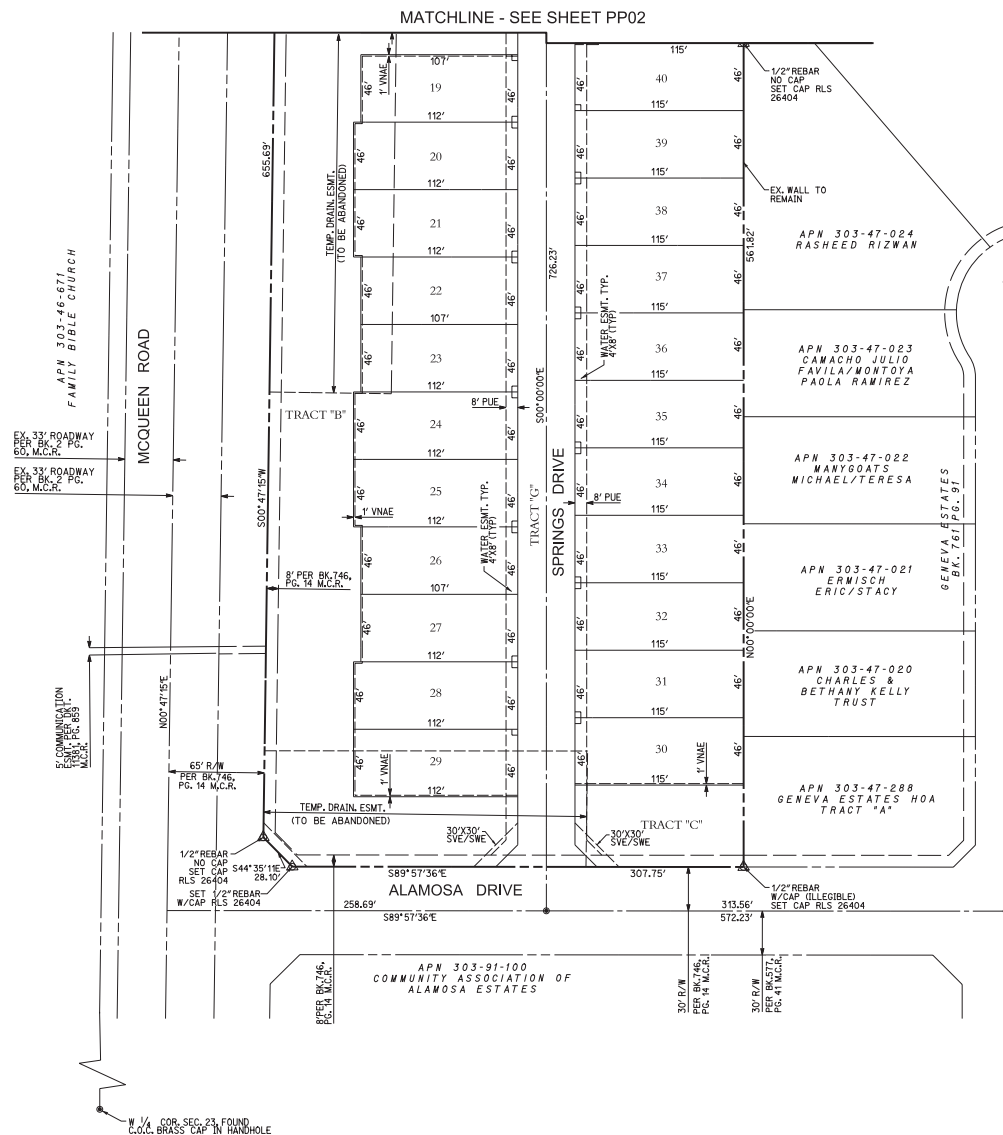
VIVIENDO
CHANDLER, ARIZONA
PRELIMINARY PLAT



300engineering
civil engineering
300engineering LLC
1400 N. GILBERT AVE.
SUITE 100
CHANDLER, AZ 85226
PH: 480.240.1234
WWW.300ENGINEERING.COM

DATE: 12/31/2024
PROJECT NO: 5287
SHEET NO: PP02
2 of 3

C.O.G. LOG. NO. PLT23-0022



From: [Stephanie Barton](#)
To: [Sarah Prince](#)
Cc: harley.mehlhorn@chandleraz.gov
Subject: Case PLH23-0056
Date: Friday, December 15, 2023 6:24:32 AM

Hello,

I am writing because I was not able to attend last nights meeting. I live in Alamosa Estates and I reviewed your rendering for the proposed neighborhood and strongly encourage you to add additional exits not just one single exit onto Alamosa. Currently two developments feed onto this street, There should be an exit out onto McQueen or Ocotillo but not a single exit for traffic to back up two other developments. I am asking you to reconsider your design, this will cause traffic and vehicles cutting through our quiet development where many young children play and put us at a safety risk!!

Thank you,
Stephanie Barton

Lauren Schumann

From: jay keck <jkeck627@outlook.com>
Sent: Sunday, March 31, 2024 9:05 AM
To: Lauren Schumann
Subject: Public Hearing PLH24-0012/PLH23-0056/PLT23-0022

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Need to Log

I wanted to voice my strong support for the rezoning of the land located at the southeast corner of Ocotillo and McQueen roads. I live within ¼ radius of the site and would welcome the current vacant land (and eyesore) to be built out into a nice subdivision.

Thank you,
Jay Keck
3931 S Laurel Way
Chandler, AZ

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Lauren Schumann

From: Mark Keller <makeller01@cox.net>
Sent: Sunday, March 31, 2024 4:41 PM
To: Lauren Schumann
Subject: PLH24-0012/PLH23-0056/PLT23-0022 Viviendo- Ocotillo and McQueen Roads

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red category, Public Outreach

Hello Ms. Schumann,

This parcel has been vacant for well over 25 years. It is time to develop this parcel with a needed single-family housing development. The neighborhood needs to complete one of the remaining parcels in this area. The planning of this parcel has gone through many iterations and different types of development. A 76-lot subdivision would be congruent to the neighborhood and is needed to address the current housing shortage. Would the access point on Alamosa Drive be a secondary and emergency ingress/egress? If not, this collector street would have three ingress/egress points for three subdivisions. Could result in a significant amount of traffic. Overall, this subdivision appears to be a great fit with the adjacent neighborhoods. Thanks.

Mark Keller
1203 East Coconino Drive
Chandler, AZ 85249

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Lauren Schumann

From: Richard January <DickJ912@outlook.com>
Sent: Friday, March 29, 2024 9:54 PM
To: Lauren Schumann
Subject: PLH24-0012/PLH23-0056/PLT23-0023 VIVIENDO

Follow Up Flag: Follow up
Flag Status: Flagged

How can I get a look at the plan for this development? A 76 lot subdivision on 15.4 acres seems inconsistent with the surrounding area.

Thank you for your assistance.

Richard January
1413 East Zion Way
Geneva Estates
(603)831-8883 (cell)
Sent from my iPad

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Lauren Schumann

From: Ronald Palmer <deadman1075@hotmail.com>
Sent: Tuesday, April 2, 2024 11:32 AM
To: Lauren Schumann
Subject: PLH24-0012/PLH23-0056/PLT23-0022

Follow Up Flag: Follow up
Flag Status: Flagged

Ms. Schumann,

My comments are not meant to have any reflection on you. I'm disappointed the city of Chandler would entertain this subdivision when infrastructure concerns abound. I would certainly rather have a commercial entity at that location than more single-family residences, apartments, townhomes, condos, etc. More people mean more traffic congestion and diminution of services. Traffic on McQueen is already horrible with the addition of Amazon and other businesses south of Queen Creek Road. I opposed that but my opposition obviously had little impact. I can't imagine what the future traffic on Alamosa and in the neighborhood would be. Not to mention the drain on public safety services, such as police and fire. Not everyone that moves in will have stellar credentials. Crime will rise in the form of burglaries and vehicle thefts to start. I'm retired Chicago PD and have been in law enforcement since 1971. Still working full time for the County Attorney.

My late wife found our house on Coconino in 2013 while I was working as a DOD contractor in Virginia. She bid on the property and the former owners accepted. I first saw the house in person when I came home for my daughter's graduation from pharmacy school. I have completed some significant renovations in the house, and I have no current plans to sell it. My wife loved the house and Chandler in general. We previously lived in Scottsdale with the 'hundred-dollar millionaires' who are all flash and no substance. Chandler is about family and community and still has a small-town vibe. I would hate to be forced out by congestion. I'm originally from Chicago and congestion was constant.

The horrible edifices by the 202 and McQueen are emblematic of what this new community will represent. The houses and townhouses on the south side of Ocotillo west of the canal are also horrible appearing structures. It seems like the city council and the mayor sold out the current residents to promote a larger tax base. They use the funds to promote their DEI agenda which I believe is un-American. America became great because of meritocracy, not pandering to special interests. Whoever is the best candidate for a position should get the job, regardless of race.

Thanks for being my sounding board, Ms. Schumann. Please don't take my screed personally. I just want to live whatever time I have left in my current home. I'm 75 and the thought of moving is not very appealing.

Respectfully,
Ronald Palmer
1013 E. Coconino Dr.

For wisdom is more precious than rubies, and nothing you desire can compare with her.
Proverbs, Chapter 8, Verse 11

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Lauren Schumann

From: Peggy <peggyphil@cox.net>
Sent: Wednesday, April 17, 2024 10:48 AM
To: Lauren Schumann
Subject: Public Hearing - VIVIENDO

Ms. Schumann,

I'm writing to express my concern about the public hearing to rezone the southeast corner of Ocotillo and McQueen roads. 76 single family lots is a very dense population for 15 acres. Additionally, the northeast corner of that intersection already contains a densely populated apartment/condo complex. Please express my concerns to the planning and zoning commission to reconsider so many lots.

Sincerely, Peggy Denisuk
480-276-3233

Sent from [Mail](#) for Windows

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Lauren Schumann

From: kjhickman13 <kjhickman13@gmail.com>
Sent: Tuesday, April 30, 2024 5:18 PM
To: Lauren Schumann
Subject: RE: Chandler Zoning Case: PLH23-0056 VIVIENDO

Hello,

I support the rezoning to residential with the current proposed design. I believe there will be less traffic with houses vs being commercial. I didn't notice significant increase in traffic when the condos across the street were built. I live in Geneva and my house backs up to the lot in question.

Thank you,

Krista Hickman
4010 S Crosscreek Circle

Sent from my Verizon, Samsung Galaxy smartphone

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Lauren Schumann

From: Thomas Schlegel <teschlegel@yahoo.com>
Sent: Wednesday, May 1, 2024 2:54 AM
To: Lauren Schumann
Subject: Fwd: PLH24-0012/PLH23-0056/PLT23-0022 VIVIENDO

Sent from my iPhone

Begin forwarded message:

From: Thomas Schlegel <teschlegel@yahoo.com>
Date: April 30, 2024 at 7:26:28 PM MST
To: lauren.schumann@chandler.sz.gov
Subject: PLH24-0012/PLH23-0056/PLT23-0022 VIVIENDO

We planned to attend this meeting in person, but have been called away by a family matter. We continue to oppose this plan for a variety of reasons. First, 76 houses on this acreage is too many even though it is a reduction from the original 99. Like everyone who has attended meetings with the developer, we have no objection to a plan that is consistent with the lot and house sizes in Alamosa and Geneva Estates. Second, according to someone who knocked on doors in our community, the city does not want to use the existing cutout on McQueen, but rather establish a new exit onto Alamosa from the lot. This means a significant increase in traffic to even try to get onto McQueen from both existing communities. Traffic on McQueen is bad enough because no work around has been implemented to connect Cooper to the 202 and development of new housing areas on Chandler Heights and further south continues. Third, we're sure the school of choice for this proposed community will be Santan K-8, which will increase traffic through our community because it is the most direct path to the school. Fourth, although we have not seen the newest proposal, at the previous meetings the "park" was a postage stamp compared to Alamosa and Geneva, leading us to believe our green belts will be the alternative for some if the "park" is not enlarged. Finally, we saw no retention ponds at all on the drawings at the last meeting, which is a concern for both of the existing communities. This proposed community reflects the developers business model. With all the jobs people and money flowing into the state and this area, surely a development consistent with the existing communities is possible.

Darla Orndorff and Tom Schlegel, 1180 E. Kaibab Place, Chandler
Sent from my iPad

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City Council Memorandum Development Services Memo No. 24-022

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
 Andy Bass, Deputy City Manager
From: Darsy Omer, Associate Planner
Subject: PLH23-0067 All Copy
Request: Use Permit approval for an office/warehouse building.
Location: Located at the northwest corner of Chicago Street and Beck Avenue,
 generally located ¼ mile east and south of 56th Street and Chandler
 Boulevard.
Applicant: Carlos Elias, LGE Design Group

Proposed Motion:

Move City Council approve Use Permit PLH23-0067 All Copy, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- The subject site is currently zoned General Industrial District (I-2)
- Per the current zoning, up to 40% of office is permitted by right as an ancillary use to warehousing.
- The applicant is requesting approximately 63% office; therefore, a use permit is required

Surrounding Land Use Data:

North	I-2	South	Chicago St, then I-2
East	Beck Ave, then I-2	West	I-2

Proposed Development:

Building Total	36,500 sq ft
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Office Square Footage	23,000 sq ft
Warehouse Square Footage	13,500 sq ft
Parking Required	113 spaces
Parking Provided	140 spaces

Review and Recommendation:

The property is currently zoned for general industrial (I-2) uses. In the I-2 zoning district, office is allowed as an ancillary use. Per the city code, up to 40% of the building area may be used as office in order for it to be considered ancillary. More than 40% office requires Use Permit approval. This Use Permit request is to allow approximately 63% of the building area to be used as office space.

Staff finds the proposed additional office space is acceptable upon demonstrating the user is providing more parking than what is required. Section 35-1804 of the City of Chandler's parking regulations dictates that industrial should be parked at one (1) space per 250 square feet for office, one (1) space per 500 square feet for the first 10,000 square feet of warehousing, and one (1) space per 1,000 square feet for the additional 3,500 square feet. The parking calculations with the requested 63% office yields a parking requirement of 113 spaces; 140 spaces are proposed by the applicant.

Staff met with the applicant multiple times to review site layout and provide enhanced architecture facing Chicago Street and Beck Avenue. Originally, all the glazing was facing Chicago Street and at the entrance; staff worked with the applicant to add glazing facing Beck Avenue as well. Planning staff has reviewed the request and finds it to be consistent with the General Plan and Zoning Code regulations.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood notice sign was posted on the site and on social media via NextDoor.
- A neighborhood notice was sent in lieu of a neighborhood meeting due to lack of residential properties in close proximity to proposed site.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Motion to Approve

In Favor: 6 Opposed: 0

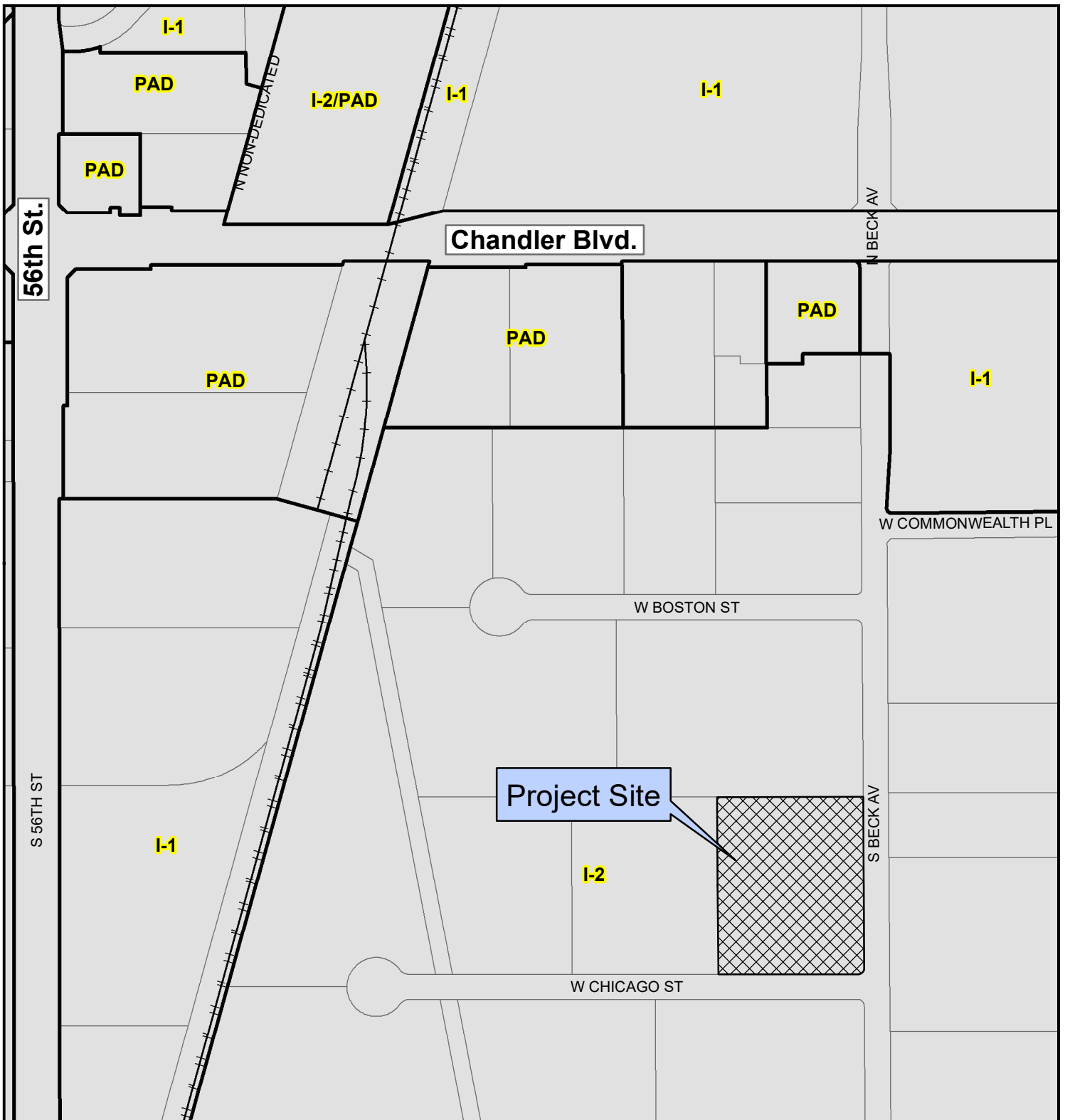
Recommended Conditions of Approval

1. Development shall be in substantial conformance with exhibits and representations entitled "PLH23-0067 All Copy Exhibits" kept on file in the City of Chandler's Planning Division, in file No. PLH23-0067 All Copy, modified by such conditions included at the time the exhibits were approved by the City Council and/or as thereafter amended, modified or supplemented by the City Council.
2. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply.
3. Uses permitted shall be those permitted in the I-2 General Industrial District and office provided that parking requirements are met pursuant to Article XVIII Parking and Loading Regulations of the Chandler City Code.
4. All employees and clients shall park on-site.
5. The site shall be maintained in a clean and orderly manner.

Attachments

Vicinity Maps

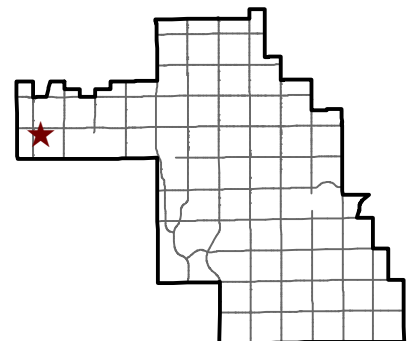
Exhibits



PLH23-0067 All Copy



Project Details
Use Permit approval for an
office/warehouse building



City of Chandler Planning Division
[chandleraz.gov/planning](https://gis.chandleraz.gov/planning)
For more information visit:
<https://gis.chandleraz.gov/planning>



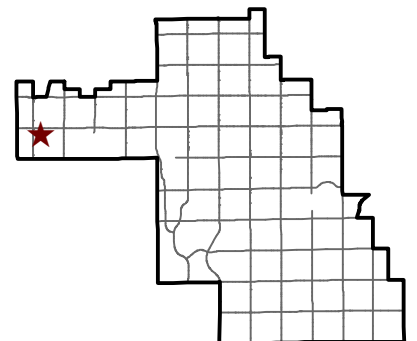
PLH23-0067 All Copy



Project Details
Use Permit approval for an
office/warehouse building



City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
<https://gis.chandleraz.gov/planning>



PLH23-0067 All Copy Exhibits

Located at the northwest corner of Chicago Street and Beck Avenue, generally located ¼ mile east and south of 56th Street and Chandler Boulevard.

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Page 9- Renderings

Page 10- Roof Plan

All Copy Use Permit Narrative

Introduction:

LGE Design Group is submitting for Use Permit review for an office/warehouse building design and site of a 2 Story building located on the N.E.C. of Chicago Street and Beck Avenue in Chandler, Arizona.

Project Proposal:

The site area is 147,320 s.f. (3.38 acres). The building has a total gross square footage of 36,500 S.F. The first floor will be 26,500 s.f. and the second floor will be 10,000 s.f. There is a planned (+/-) 4,000 s.f. storage mezzanine (not included in the gross s.f. calculation) wh. The building height is planned to be 33'-6".

Building Design:

The building design, colors and materials have a cohesive palette that maintains consistency throughout both the site and building elevations while complimenting the surrounding area. A nice color palate that blends the tenant identification with a classic but modern corporate elegance is displayed utilizing materials which include CMU, Low-E tinted glazing, and exposed steel. Four-sided architecture will be prevalent throughout the elevations with some varied parapet heights, and colors to reduce continuous wall lengths. The building design meets additional architectural standards per zoning through consistent architectural character and detail. Signage will be in harmony with the character, scale and context of the building reflecting the appropriate size, materials, color, location and illumination. Signage will be a deferred submittal.

Site Design:

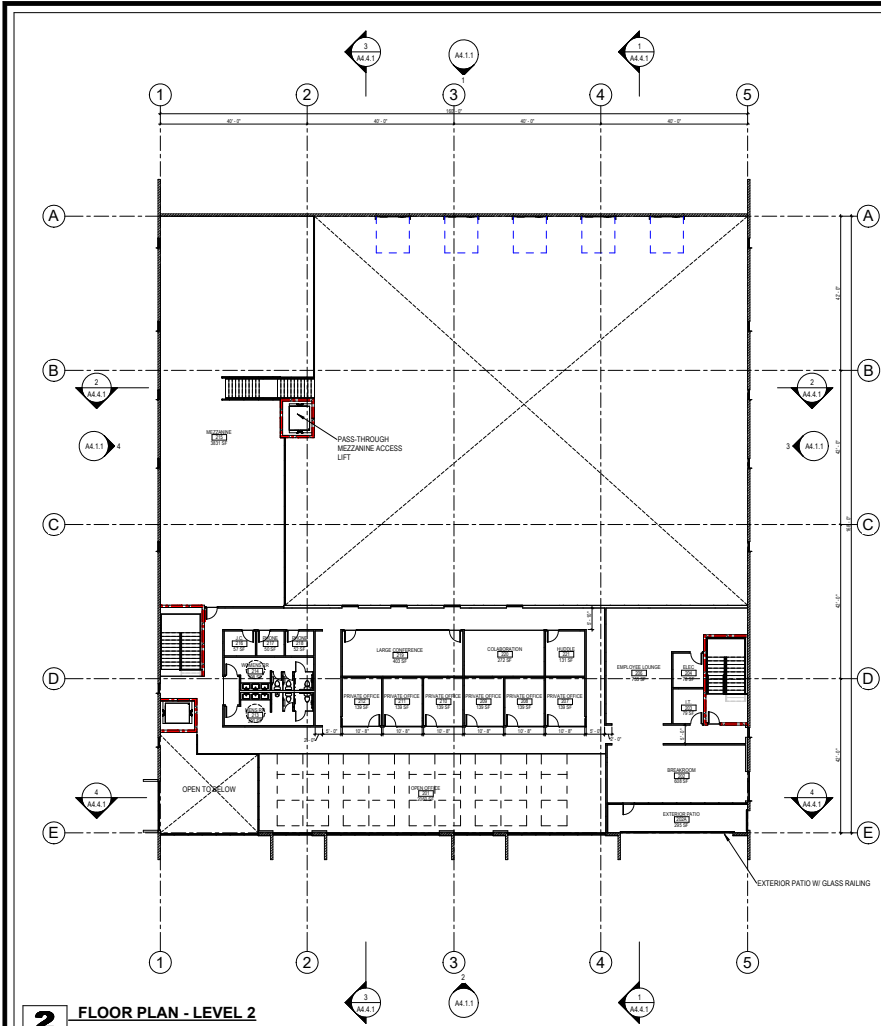
Vehicular access to the development is provided off of Chicago Street to parking areas on the South and West sides of the building. A second entrance, which will be gated, will be provided off of Beck Ave and located at the Northeast corner of the site for truck access. The proposed drive aisles within the development are a minimum of 24 feet. Fire access is provided throughout the facility and meets the fire department's minimum design criteria.

Pedestrian access is provided via a sidewalk connection from the facility through a sidewalk located along the South side of the building providing access to the R.O.W. All sidewalks will be ADA accessible.

The zoning code parking requirements for an office/warehouse facility is provided. The typical parking spaces are 9'-0" wide x 19'-0" long, the ADA accessible parking spaces are 11'-0" wide and 18'-0" long with the required 5'-0' wide aisle all of which comply with Zoning Code requirements.

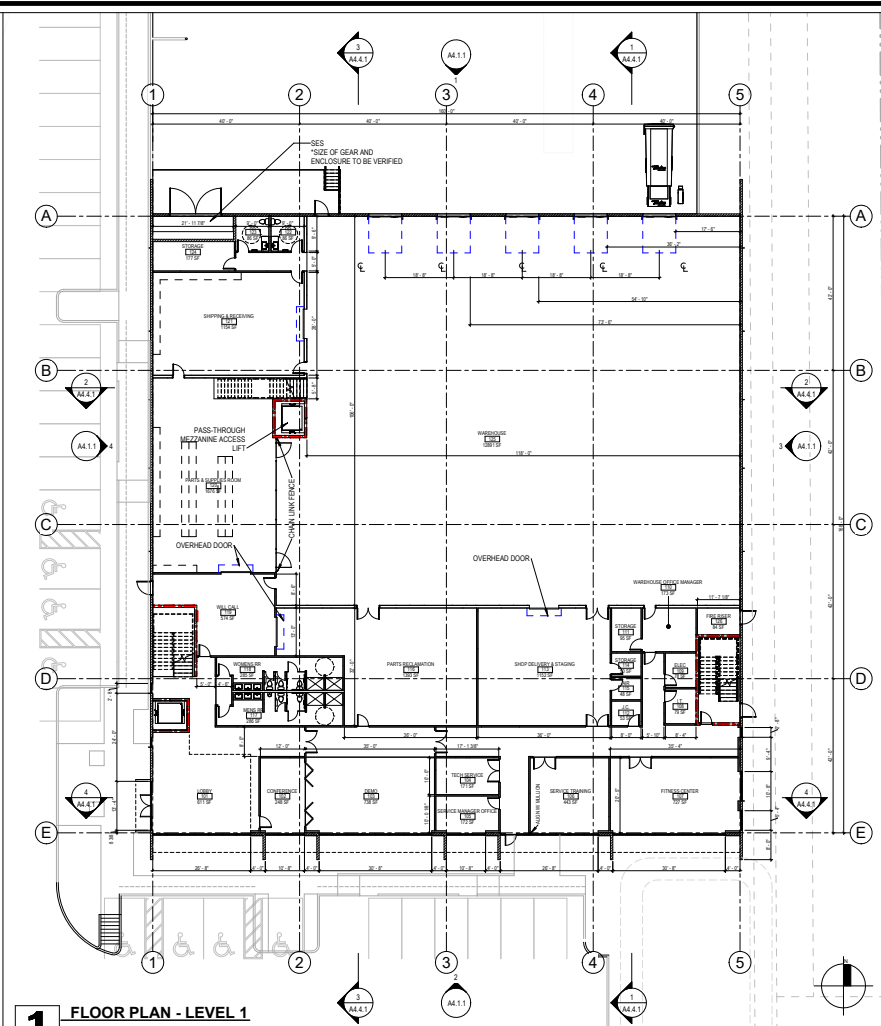
Landscape Design:

This project will have landscape along the frontage and within the property where designated. The landscape will consist of an ornamental desert theme. Landscaping will meet the zoning requirements.



2 FLOOR PLAN - LEVEL 2
1/16" = 1'-0"

ROOM SCHEDULE				ROOM SCHEDULE			
LEVEL	NUMBER	NAME	AREA	LEVEL	NUMBER	NAME	AREA
LEVEL 2	201	RECEPTION	200 SF	LEVEL 2	202	RECEPTION	200 SF
LEVEL 2	203	OFFICE	100 SF	LEVEL 2	204	OFFICE	100 SF
LEVEL 2	205	RECEPTION	100 SF	LEVEL 2	206	OFFICE	100 SF
LEVEL 2	207	RECEPTION	100 SF	LEVEL 2	208	OFFICE	100 SF
LEVEL 2	209	RECEPTION	100 SF	LEVEL 2	210	OFFICE	100 SF
LEVEL 2	211	RECEPTION	100 SF	LEVEL 2	212	OFFICE	100 SF
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LEVEL 2	215	RECEPTION	100 SF	LEVEL 2	216	OFFICE	100 SF
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LEVEL 2	499	RECEPTION	100 SF	LEVEL 2	499	OFFICE	100 SF
LEVEL 2	500	RECEPTION	100 SF	LEVEL 2	500	OFFICE	100 SF



1 FLOOR PLAN - LEVEL 1
1/16" = 1'-0"

GENERAL FINISH & CORE SHELL NOTES	REFERENCE KEYNOTES	GENERAL DRAWING NOTES
		<p>A. REFER TO THE A-X SERIES DRAWINGS FOR ARCHITECTURAL GENERAL NOTES, MATERIAL SYMBOLS, ABBREVIATIONS, AND DIMENSIONING CONVENTIONS USED ON THIS DRAWING.</p> <p>B. FOR BASIC LIFE SAFETY AND CODE INFORMATION APPLYING TO THIS PROJECT, REFER TO G-X SERIES LOCATED PER THE PROJECT DRAWING INDEX.</p> <p>C. REFER TO A-X-X SERIES FOR REFLECTED CEILING PLAN.</p> <p>D. REFER TO A-X-X SERIES FOR ENCLOSURE INFORMATION, PARTITION SYSTEMS TYPES AND DETAILS.</p> <p>E. APPLICABLE FOR INTERIOR SCOPE ONLY, REFER TO THE A-X-X SERIES DRAWINGS FOR INTERIOR DETAILS, TYPES, AND DETAILS.</p> <p>F. APPLICABLE FOR INTERIOR SCOPE ONLY, REFER TO THE A-X SERIES DRAWINGS FOR INTERIOR FINISH INFORMATION.</p> <p>G. APPLICABLE FOR INTERIOR SCOPE ONLY, REFER TO THE A-X SERIES DRAWINGS FOR INTERIOR FURNISHING INFORMATION.</p>

1200 N. 52nd Street • Phoenix, AZ 85008
P: 480.966.4001

ALL COPY

NWC OF BECK AVE & CHICAGO ST
CHANDLER, AZ 85226

NOT FOR CONSTRUCTION

DRAWING TITLE:
ARCHITECTURAL FLOOR PLANS

ISSUE DATE:

DRAWN BY: LGE DESIGN GROUP

CHECKED BY:

PROJECT NO:

A2.1.1

ALL TREES SHALL COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS. SEE SECTION 1903(6)(a) ZONING CODE.

LANDSCAPE LEGEND

- TREES**
- ULMUS PARVIFOLIA
CHINESE JUBILEE (ORANGEJUBILEE)
1.5' CALIP., 6.5T, 4W (24" BOX) (QTY. 42)
- PISTACIA X RED-PUSH
RED PUSH PISTACHE
2' CALIP., 6.5T, 4W (36" BOX) (QTY. 6)
- QUERCUS VIRGINIANA
LIVE OAK
1.5' CALIP., 7T, 4W (24" BOX) (QTY. 24)
- PISTACIA X RED-PUSH
RED PUSH PISTACHE
3.5' CALIP., 9.5T, 7.5W (48" BOX) (QTY. 25)
- LARGE SHRUBS**
- TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON (QTY. 28)
- CAESALPINIA MEXICANA
MEXICAN BEED OF PARADISE
5 GALLON (QTY. 23)
- MEDIUM SHRUBS**
- RUELLIA PENINSULARIS
BAJA RUELLIA
5 GALLON (QTY. 69)
- ACCENTS**
- HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON (QTY. 133)
- DASYLIRION WHEELERII
DESERT SPOON
5 GALLON (QTY. 122)
- AGAVE DESMETTIANA
SMOOTH AGAVE
5 GALLON (QTY. 28)
- PACHYCLERUS MARGINATUS
MEXICAN FENCE POST (QTY. 16)
3-STALK GROUPING (2.5, 2, 1 TALL)
- GROUND COVER**
- LANтана MONTEVIDENSIS
TRAILING PURPLE
1 GALLON (QTY. 158)
- LANтана MONTEVIDENSIS
'COLD MOUND'
1 GALLON (QTY. 169)
- CONVOYULUS CHEODUM
BUSH MORNING GLORY
5 GALLON (QTY. 44)
- ACACIA REDOLENS
DESERT CAJUPUT™
5 GALLON (QTY. 8)
- 1/2" SCREENED ROCK PROS CARMEL
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

I HEREBY CERTIFY THAT NO TREE OR BOULDER IS DESIGNED CLOSER THAN SIX (6) FEET TO THE FACE OF STREET CURB.

02.19.24
REGISTERED LANDSCAPE ARCHITECT DATE

T.J. McQUEEN & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE

URBAN DESIGN

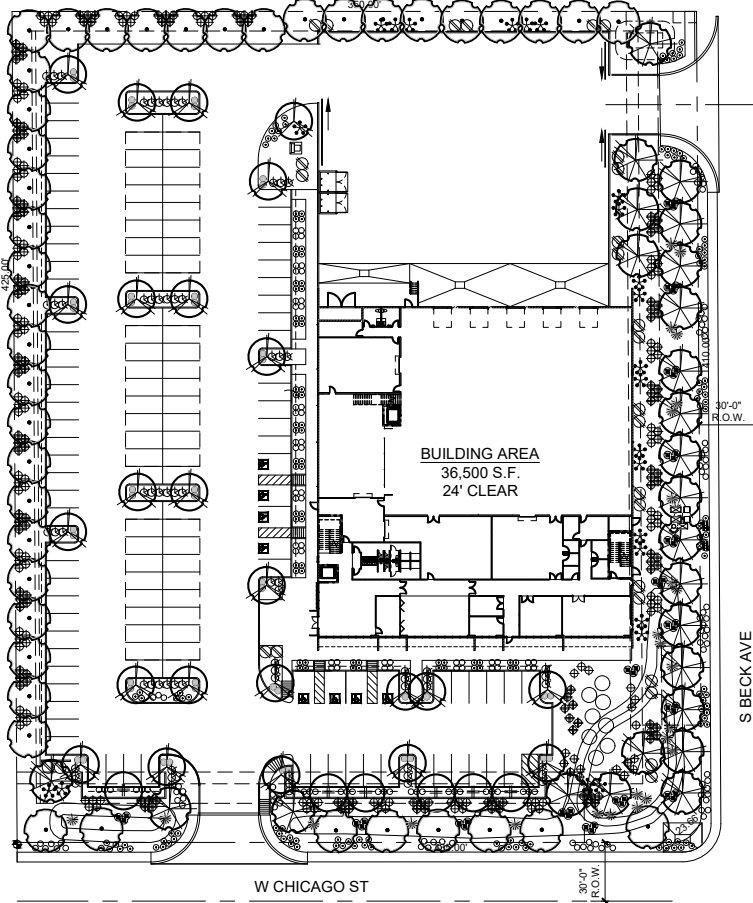
SITE PLANNING

10446 N. 74th Street, Suite 150

Scottsdale, Arizona 85258

P (602) 265-0320

EMAIL: tmmcqueen@tmila.net



CITY OF CHANDLER LANDSCAPE NOTES:

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.
2. NO OBSTRUCTIONS TO VIEW SHALL BE ERRECTED, CONSTRUCTED OR PARKED WITHIN THE SIGHT VISIBILITY AREA. ALL TREES WITHIN THE LINE OF SIGHT WILL MAINTAIN A CANOPY HEIGHT ABOVE 6', ALL SHRUBS IN THIS AREA MAY NOT A MATURITY HEIGHT OVER 24"
3. ALL PLANT MATERIALS ARE GUARANTEED FOR A MINIMUM PERIOD OF SIXTY (60) DAYS FROM THE DATE OF FINAL APPROVAL BY THE CITY. ANY PLANT MATERIAL, WHICH ARE NOT APPROVED BY THE CITY PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR IN WHICH THEY ARE INSTALLED, SHALL BE FURTHER GUARANTEED UNTIL MAY 20 OF THE FOLLOWING CALENDAR YEAR.
4. TREES, SHRUBS, VINES, GROUND COVER AND TURF THAT HAVE TO BE REPLACED UNDER THE TERMS OF THE GUARANTEE, SHALL BE GUARANTEED FOR AN ADDITIONAL 60 DAYS FROM DATE OF REPLACEMENT.
5. ALL PLANT MATERIALS MUST BE MAINTAINED IN HEALTH AND VIGOR AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH THE ORIGINALLY APPROVED LANDSCAPE PLANS. SEE SECTION 1902 (6)(H)
6. PARKING LOT TREES ARE TO HAVE A MINIMUM CLEAR CANOPY DISTANCE OF FIVE (5) FEET. SEE SECTION 1903 (6)(G)(C)(4), ZONING CODE.
7. ALL LANDSCAPE AREAS SHALL BE GRADED SO THAT FINISHED GRADE SURFACES OF ALL NONLIVING MATERIALS (I.E. DECOMPOSED GRANITE, CRUSHED ROCK, MULCH ETC.) ARE ONE AND ONE HALF (1 1/2) INCHES BELOW CONCRETE OR OTHER PAVED SURFACES. SEE SECTION 1903(6)(C)(11), ZONING CODE
8. TREES MUST BE PLACED MIN. OF 5' FROM SIDEWALKS. PUBLIC ACCESS WAYS SHRUBS MUST BE AT MATURITY, 3' FROM ALL SIDES OF A FIRE HYDRANT, P.I.V. OR FDC. SEE SECTION 1903 (6)(J)(1), ZONING CODE
9. ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR SEE SECTION 1903 (6)(H), ZONING CODE
10. THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED, CORRECTED BEFORE THE FIELD INSPECTOR WILL ACCEPT, PASS THE SIGN IN THE FIELD OR ISSUE AN CERTIFICATE OF OCCUPANCY FOR A PROJECT
11. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC EQUIPMENT, BACK FLOW DEVICES OR ANY OTHER UTILITY EQUIPMENT NOT ABLE OR REQUIRED TO BE SCREENED BY LANDSCAPING OR WALLS SHALL BE PAINTED TO MATCH THE BUILDING COLOR.
12. ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS, AND SHADE STRUCTURES REQUIRE A SEPARATE SUBMITTAL AND PERMITS.

LANDSCAPE DATA

Total site area	132,273 S.F.	11.4 AC.	% of total site area
Total building area	36,500 S.F.	3.1	% of total site area
Total landscape area	95,773 S.F.	8.3	% of total site area
Total Plant Material	130 # Trees (Required)	130 # Trees (Provided)	
	759 # Shrubs (Required)	1,037 # Shrubs (Provided)	

Landscape Areas:

a. Street Frontage:

20' of landscaped area along R.O.W./Street Frontage.
Landscape required: 1 tree and 6 shrubs per 30 L.F. plus 50% live ground coverage (not including tree canopies)
Arterial Streets to receive minimum: 20% 48" box trees, 20% 36" box trees and 50%-24" box trees.
Collector Streets to receive minimum: 100%-24" box trees.

684 L.F.	23 # Trees (Required)	25 # Trees (Provided)
138 # Shrubs (Required)	138 # Shrubs (Provided)	

b. Intersection Landscape Setback:

Arterial street to arterial street: 50' from R.O.W. and 250' along both streets
Arterial street to any other street: 50' from R.O.W. and 100' along arterial street and 30' from R.O.W. and 100' along other street
Collector street to collector street: 30' from R.O.W. and 50' along both streets
Landscape required: 1 tree and 6 shrubs per 300 S.F. plus 50% live ground coverage (not including tree canopies)
Arterial Streets to receive minimum: 20% 48" box trees, 20% 36" box trees and 50%-24" box trees.
Collector Streets to receive minimum: 100%-24" box trees.

22,413 S.F.	28 # Trees (Required)	28 # Trees (Provided)
168 # Shrubs (Required)	167 # Shrubs (Provided)	

c. Perimeter Landscape:

10' landscape strip from property line
Landscape required: 1 tree and 6 shrubs per 30 L.F. plus 50% live ground coverage (not including tree canopies)
Perimeter to receive minimum: 100%-24" box trees

1,468 L.F.	48 # Trees (Required)	48 # Trees (Provided)
288 # Shrubs (Required)	127 # Shrubs (Provided)	

d. Dissimilar Land Use Buffer:

10' landscaped perimeter between non-compatible land uses
Landscape required: evergreen trees 20' on-center (7' minimum height if shading planned or existing residential) and 4 shrubs per 20' on-center.

N/A L.F.	N/A # Trees (Required)	N/A # Trees (Provided)
N/A # Shrubs (Required)	N/A # Shrubs (Provided)	

e. Interior Landscaped Areas:

All landscaped areas, including retention basins, not covered by other Code Requirements
Landscape required: 1 tree and 6 shrubs per 1000 S.F. plus 50% live ground coverage (not including tree canopies)
Interior Landscape areas to receive minimum: 100%-24" box trees

9,908 S.F.	9 # Trees (Required)	9 # Trees (Provided)
59 # Shrubs (Required)	137 # Shrubs (Provided)	

f. Parking Lot Landscaping:

10% of parking lot must be landscaped, single row parking planters (8' X 10') must contain 1 tree and 5 shrubs and double row parking planters (12' X 12') must contain 2 trees and 10 shrubs. Parking planters must be provided at a rate of 1 planter per 10 spaces for multi-family, 1 per 12 parking spaces for commercial and office, and 1 per 20 spaces for industrial. Diamond planters (8' X 5') must be evenly spaced between parking planters must contain 1 tree.

Total parking area	50,728 S.F.	15 % of Landscape
19 # Parking Planters (Required)	24 # Parking Planters (Provided)	
22 # Trees (Required)	24 # Trees (Provided)	
95 # Shrubs (Required)	127 # Shrubs (Provided)	
100 # Diamond Planters (Required)	102 # Diamond Planters (Provided)	
100 # Trees (Required)	102 # Trees (Provided)	

ALL COPY

Chandler, Arizona
2021.07.21

LGE DESIGNGROUP

PRELIMINARY LANDSCAPE PLAN

This artist rendering is for conceptual design only and should not be referred to as a construction document.

1"=30'-00"
0 30 60



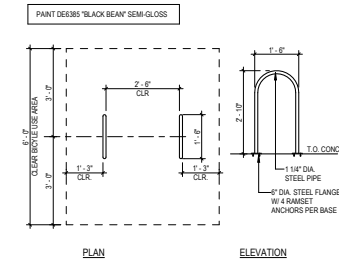
LGE DESIGNBUILD

#	REVISION	DATE

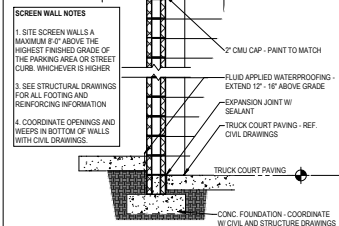
NOT FOR CONSTRUCTION

DRAWING TITLE:	SITE DETAILS
ISSUE DATE:	
DRAWN BY:	LGE DESIGN GROUP
CHECKED BY:	
PROJECT NO:	

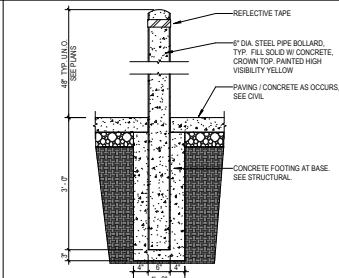
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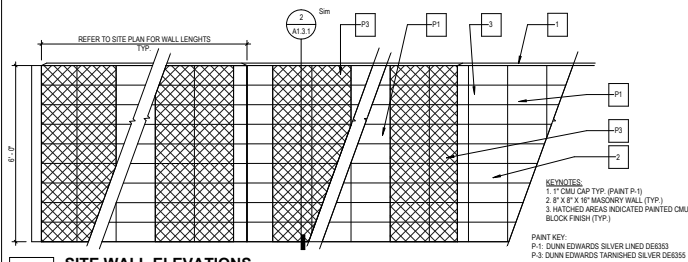
3 TYPICAL BICYCLE RACK
1/2" = 1'-0"



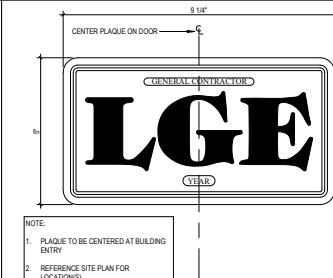
2 SCREEN WALL AT TRUCK COURT
1/2" = 1'-0"



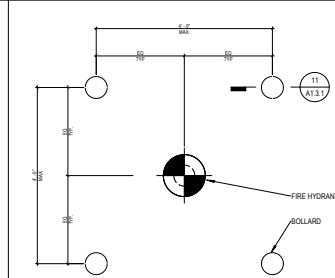
11 TYPICAL BOLLARD
3/4" = 1'-0"



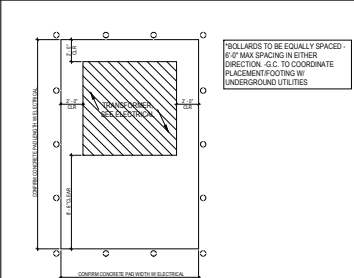
1 SITE WALL ELEVATIONS
1/2" = 1'-0"



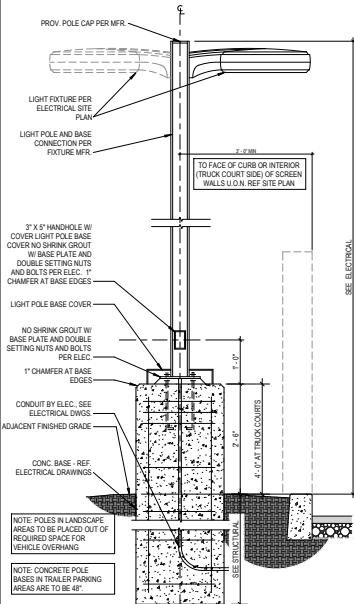
14 LGE PLAQUE DETAIL
6" = 1'-0"



12 FIRE HYDRANT AT TRUCK COURT
3/4" = 1'-0"



16 TYPICAL TRANSFORMER LAYOUT
3/16" = 1'-0" (FOR REFERENCE)



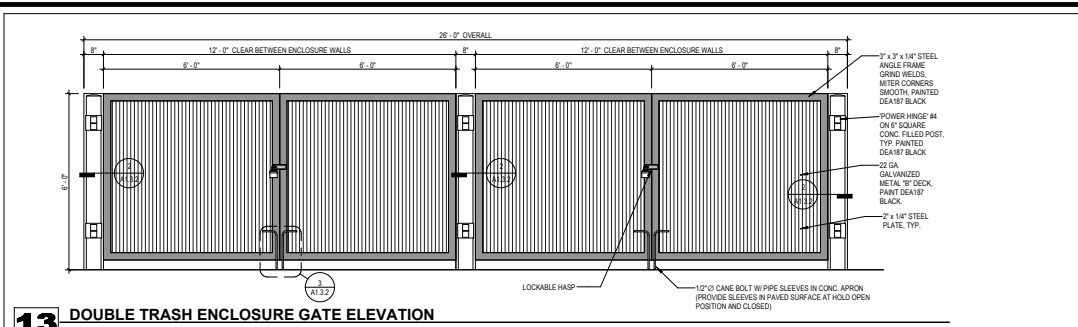
13 LIGHT POLE DETAIL
3/4" = 1'-0"

#	REVISION	DATE

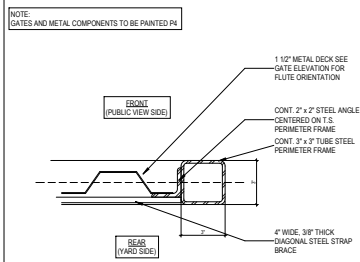
NOT FOR CONSTRUCTION

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ISSUE DATE:	
DRAWN BY:	LGE DESIGN GROUP
CHECKED BY:	
PROJECT NO:	

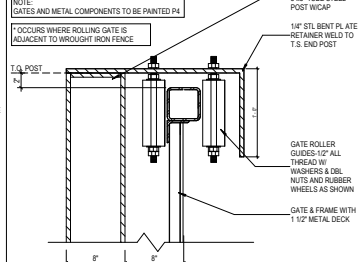
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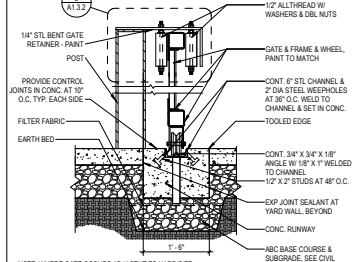
13 DOUBLE TRASH ENCLOSURE GATE ELEVATION
1/2" = 1'-0"



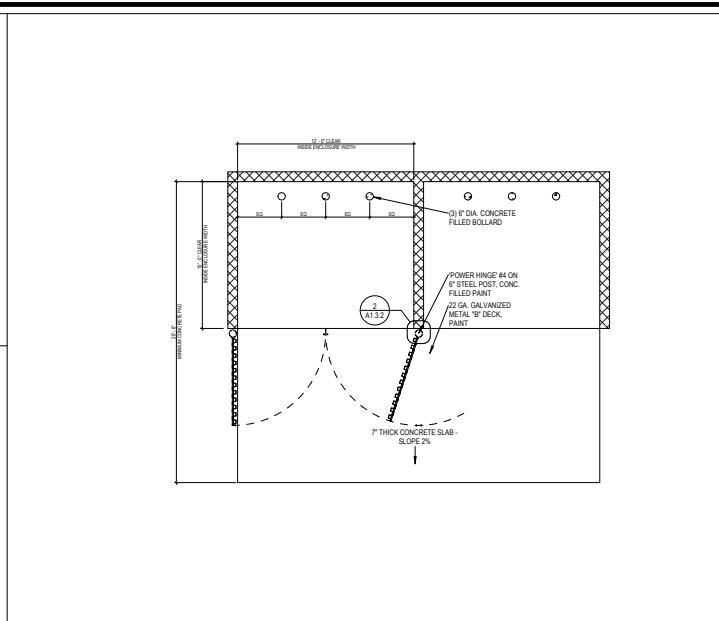
8 TYPICAL ROLLING GATE FRAME
3" = 1'-0"



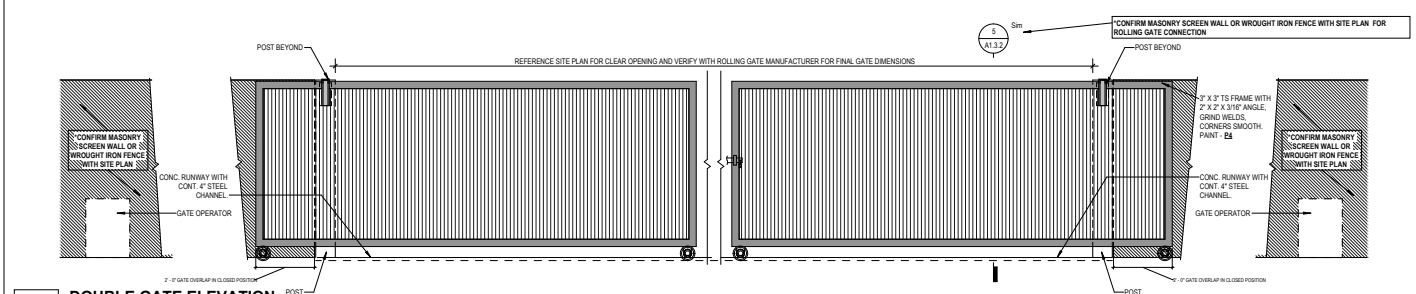
9 ROLLING GATE AT POST
1 1/2" = 1'-0"



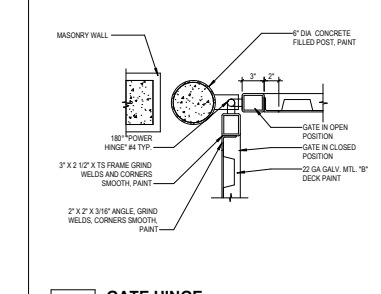
5 ROLLING GATE
3/4" = 1'-0"



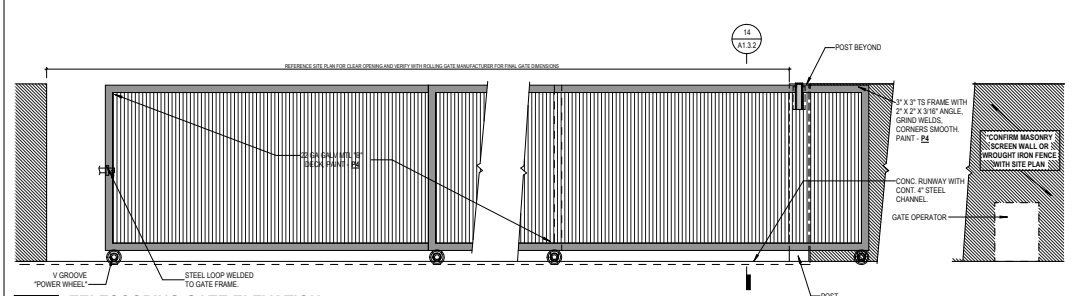
1 TYPICAL TRASH ENCLOSURE
1/4" = 1'-0"



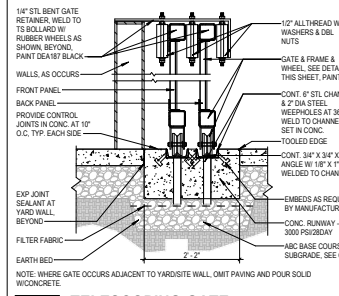
10 DOUBLE GATE ELEVATION
1/2" = 1'-0"



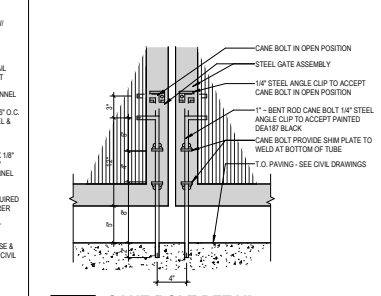
2 GATE HINGE
1 1/2" = 1'-0"



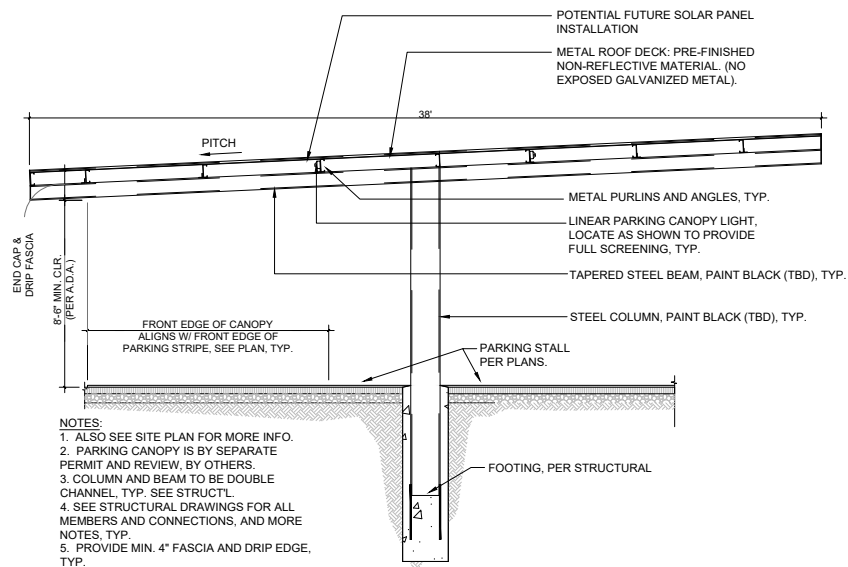
15 TELESCOPING GATE ELEVATION
1/2" = 1'-0"



14 TELESCOPING GATE
3/4" = 1'-0"



3 CANE BOLT DETAIL
1 1/2" = 1'-0"



PARKING CANOPY DETAIL

SCALE: 3/8" = 1'-0"

ALL COPY

NWC OF BECK AVE & CHICAGO ST
CHANDLER, AZ 86226

LGE | DESIGN BUILD

REVISION REVISION DATE

REVISION TITLE

SITE DETAILS

REVISION DATE 02/19/21

DRAWN BY:

CHECKED BY:

PROJECT NO.

SHEET:

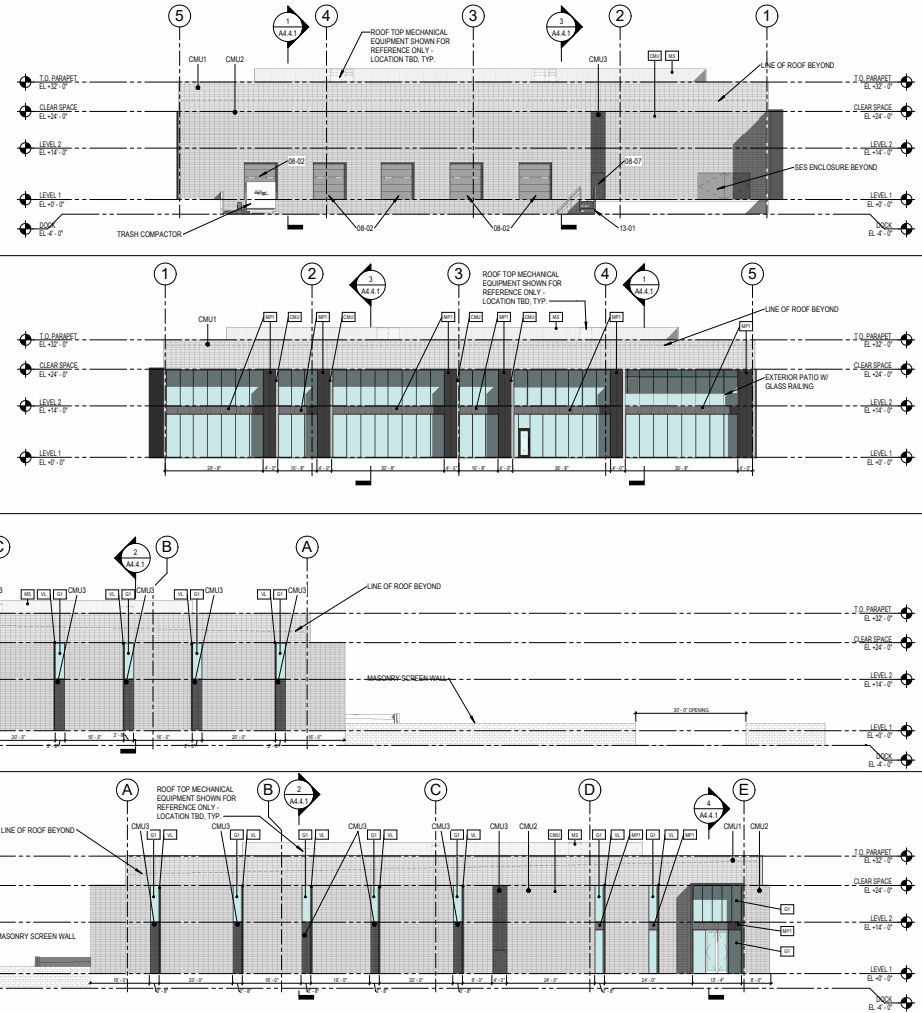
A1.3.3

1 NORTH
1/16" = 1'-0"

2 SOUTH
1/16" = 1'-0"

3 EAST
1/16" = 1'-0"

4 WEST
1/16" = 1'-0"



MATERIALS

SPECIALTY

- 1 "VERTICAL LOUVER" - STRUCTURAL ANGLE - SHAPE SIZE AND FINISH TBD
- 2 "MECHANICAL ROOF SCREEN" - 8'-DECK WITH TUBE STEEL FRAME - PAINT TO MATCH 1 - FINAL LOCATION AND HEIGHT TBD

EXTERIOR WALLS

- 1 CONCRETE MASONRY UNITS 8"x8"x16" CMU, SMOOTH FACE, STACK BOND
- 2 METAL COMPOSITE PANEL ARCONIC ARCHITECTURAL PRODUCTS - RENOIRKING 4mm FR, COLORWELD 500 - SLATE GRAY

GLAZING / LOUVERS

- 1 MATERIAL: DESCRIPTION: 2"x6", 2"x4-1/2" DARK BRONZE ANODIZED (AB-6) ALUMINUM STONEFRONT
- 2 GLAZING: SOLARBAN 60, 1" INSULATED GLAZING LOW-E SOLARCOOL SOLARBLUE

NOTE: ALL GLAZING TO COMPLY WITH IBC 2406.

GLAZING ELEVATION KEY:



COLORS

- 1 COLOR KEY: KEY: DESCRIPTION: INTEGRAL COLOR TBD (LIGHT GRAY)
- 2 INTEGRAL COLOR TBD (MEDIUM GRAY)
- 3 INTEGRAL COLOR TBD (DARK GRAY)

PAINTING NOTES:

- 1. PAINTER TO PROVIDE FOUR COLOR SCHEME WITH ALL DECORATIVE BANKS MASKED AND PAINTED IN COLORS TO BE SELECTED
- 2. SEALANTS FOR THE PROJECT TO MATCH ADJACENT MATERIAL COLOR - NO WHITE OR OFF WHITE COLORS
- 3. PAINTER TO PREPARE SAMPLES WITH APPROPRIATE COLOR TO BE APPROVED BY OWNERS PRIOR TO APPLICATION ON BUILDING FACADES
- 4. PAINTER TO PROVIDE TWO COATS OF SEALER TO ALL EXPOSED NATURAL BLOCK, PRECAST CONCRETE, UNPAINTED CONCRETE AND OTHER MATERIALS AS REQUIRED TO PROVIDE A WEATHER SEALED PROJECT

REFERENCE KEYNOTES

- 08-02 DOOR PER SCHEDULE
- 08-07 INTERIOR WINDOW SYSTEM, SEE WINDOW SCHEDULE
- 13-01 BUTT JOINTED FULL HEIGHT INTERIOR GLAZING SYSTEM

GENERAL DRAWING NOTES

- A. REFER TO THE A4.X SERIES DRAWINGS FOR ARCHITECTURAL GENERAL NOTES, MATERIAL SYMBOLS, ABBREVIATIONS, AND DIMENSIONING CONVENTIONS USED ON THIS DRAWING.
- B. REFER TO AND COORDINATE WITH STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION NOT SHOWN ON THIS DRAWING.
- C. REFER TO AND COORDINATE WITH CIVIL DRAWINGS FOR ALL FINISH GRADES.
- D. REFER TO A4.X.X SERIES DRAWINGS FOR ENLARGED EXTERIOR ELEVATIONS, BUILDING SECTIONS, TILT WALL ELEVATIONS, & WALL SECTIONS
- E. REFER TO A8.2.X SERIES DRAWINGS FOR DOOR, GLAZING & LOUVER SCHEDULES, ELEVATIONS & DETAILS



PERSPECTIVE VIEW FROM W PARKING LOT



PERSPECTIVE VIEW FROM NE CORNER



PERSPECTIVE VIEW FROM SW CORNER



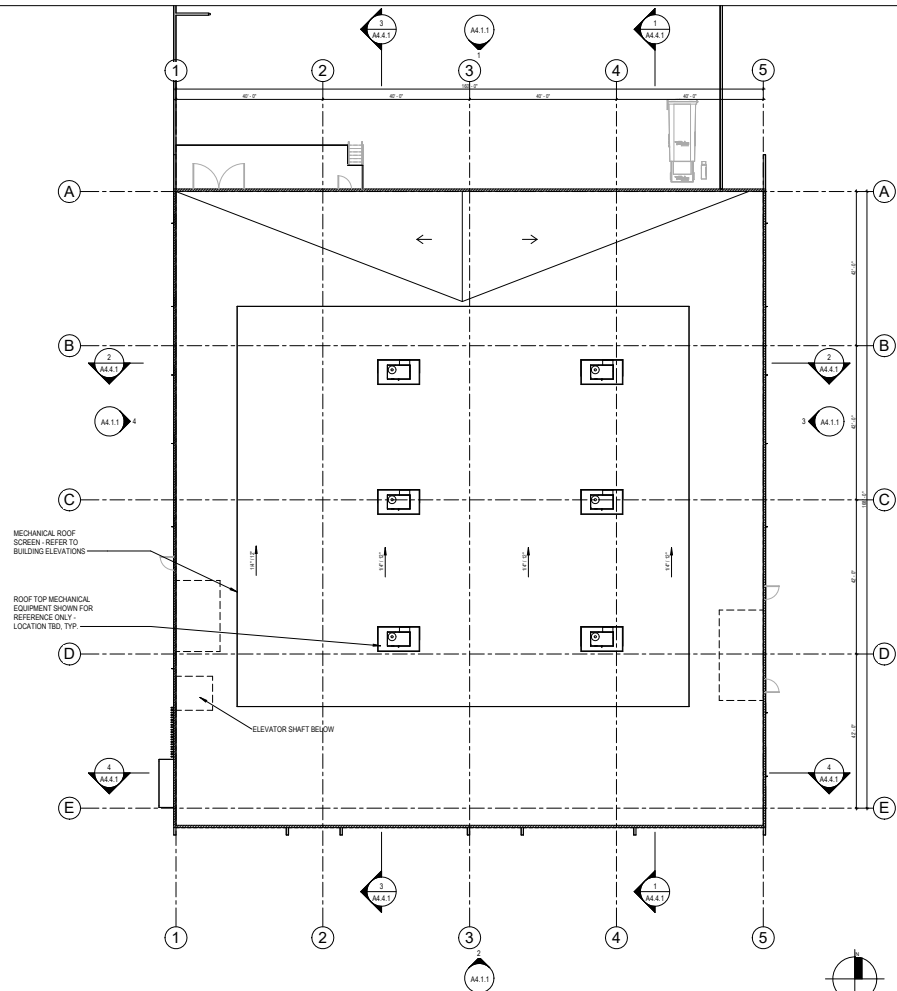
PERSPECTIVE VIEW FROM SE CORNER

#	REVISION	DATE

NOT FOR CONSTRUCTION

DRAWING TITLE:
PRELIMINARY RENDERINGS
ISSUE DATE:
DRAWN BY: LGE DESIGN GROUP
CHECKED BY: ..
PROJECT NO: ..

1 ROOF PLAN
1/16" = 1'-0"



REFERENCE KEYNOTES GENERAL DRAWING NOTES

- A. REFER TO THE A0.X SERIES DRAWINGS FOR ARCHITECTURAL GENERAL NOTES, MATERIAL SYMBOLS, ABBREVIATIONS, AND DIMENSIONING CONVENTIONS USED ON THIS DRAWING.
- B. REFER TO AND COORDINATE WITH STRUCTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION NOT SHOWN ON THIS DRAWING.
- C. FOR BASIC LIFE SAFETY AND CODE INFORMATION APPLYING TO THIS PROJECT, REFER TO GS.X SERIES DRAWING.
- D. COORDINATE "BOTTOM OF DECK" ELEVATIONS CALLED OUT ON THIS DRAWING WITH STRUCTURAL DRAWINGS.
- E. REFER TO THE AS.4.1 FOR TYPICAL ROOFING DETAILS.
- F. REFER TO AS.1.1 FOR TYPICAL SYSTEM DETAILS.
- G. ROOF ASSEMBLIES SHALL BE MINIMUM OF CLASS B FIRE CLASSIFICATION, OR AS SPECIFIED IN THE PROJECT MANUAL.

#	REVISION	DATE

NOT FOR CONSTRUCTION

DRAWING TITLE: ROOF PLAN

ISSUE DATE: _____

DRAWN BY: LGE DESIGN GROUP

CHECKED BY: _____

PROJECT NO: _____



City Council Memorandum Development Services Memo No. 24-023

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
 Andy Bass, Deputy City Manager & Acting Development Services Director
From: Darsy Omer, Associate Planner
Subject: PLH24-0005 Gold Trust Realty
Request: Use Permit time extension to allow the continued use of a residential home zoned Single-Family District (SF-8.5) as a real estate office.
Location: 200 S Dobson Road, generally located north of the northwest corner of Dobson and Frye roads.
Applicant: Jason Zhang

Proposed Motion:

Move City Council approve Use Permit PLH24-0005, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Property is currently zoned Single-Family District (SF-8.5).
- Between 2010 and 2015, three Use Permits have been granted on the property, with Use Permit time extensions being granted for all.
- The most recent Use Permit was granted in 2015 for five years under ZUP14-0035 Gold Trust Realty.

Surrounding Land Use Data:

North	Chicago St, then SF 8.5	South	SF 8.5
East	Dobson Rd	West	SF 8.5

Proposed Development:

Building Square Footage	1,271 sq ft
-------------------------	-------------

Days of Operation	Monday - Friday
Hours of Operation	9:00am - 4:30pm
Number of Employees	1 full-time staff member plus the owner
Parking Spaces	Two covered parking spaces Two uncovered parking spaces

Review and Recommendation:

The subject site is located north of the northwest corner of Dobson and Frye roads and is surrounded by single-family homes on the north, west, and south. The subject site is a corner lot, with Chicago Street directly north and Dobson Road directly to the east. Across Dobson Road is the Dobson Village medical center.

The structure was built in 1975 and was used as a residential home until early 2009, when the applicant purchased it. A use permit was granted in 2010 for one-year to allow for the operation of a real estate office. The Use Permit was extended in late 2011 to allow for an additional three years. In 2015, the use permit was extended again for an additional five years. No changes have occurred from an operational standpoint since the initial approval. The applicant has occasional agents working at the site. However, not all the agents will be at the site at any one point in time. The offices are not open to the general public.

Four parking spaces are provided on site. The hours of operation of the site are generally between 9 a.m. and 4:30 p.m. Since the initial use permit approval, a number of enhancements have been made to the site, including the updating of landscaping, repainting the structure, and adding a paver driveway that provides access to the site from both Dobson Road and Chicago Street.

The Residential Conversion Policy (RCP) was established in 1989 to allow single-family homes the opportunity to allow small offices to operate within a residential zoning district with the approval of a Use Permit. Such homes must have direct frontage or access to an arterial street and propose a business compatible with the existing neighborhood. Within the Policy, criteria were established to accommodate the conversion of homes into professional offices or similar businesses. Such criteria include the requirement of an improved parking lot, preservation of front yard landscaping for the aesthetic streetscape setting of the home, and buffering from adjacent residences. This request meets the requirements of the RCP.

There is no time limit associated with this Use Permit renewal; if approved, it will remain valid without further action by the City Council applicant unless revoked by

the City.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on April 2, 2024. No one attended the meeting other than planning staff and the applicant.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting May 1, 2024

Motion to Approve

In Favor: 7 Opposed: 0

Recommended Conditions of Approval

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits shall void the Use Permit and require new Use Permit application and approval.
2. Any expansion or modifications beyond the approved exhibits shall void the Use Permit.
3. The Use Permit is non-transferable to any other property.
4. Substantial increases in on-site employment over that as represented as 3 full time equivalent, or substantial expansion of the home to provide additional office space, shall require Use Permit amendment and approval by the City of Chandler.
5. The site shall be maintained in a clean and orderly manner.
6. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply.

Attachments

Vicinity Maps

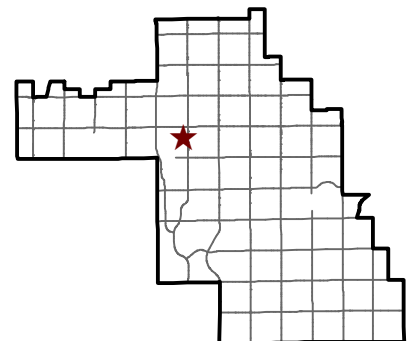
Exhibits

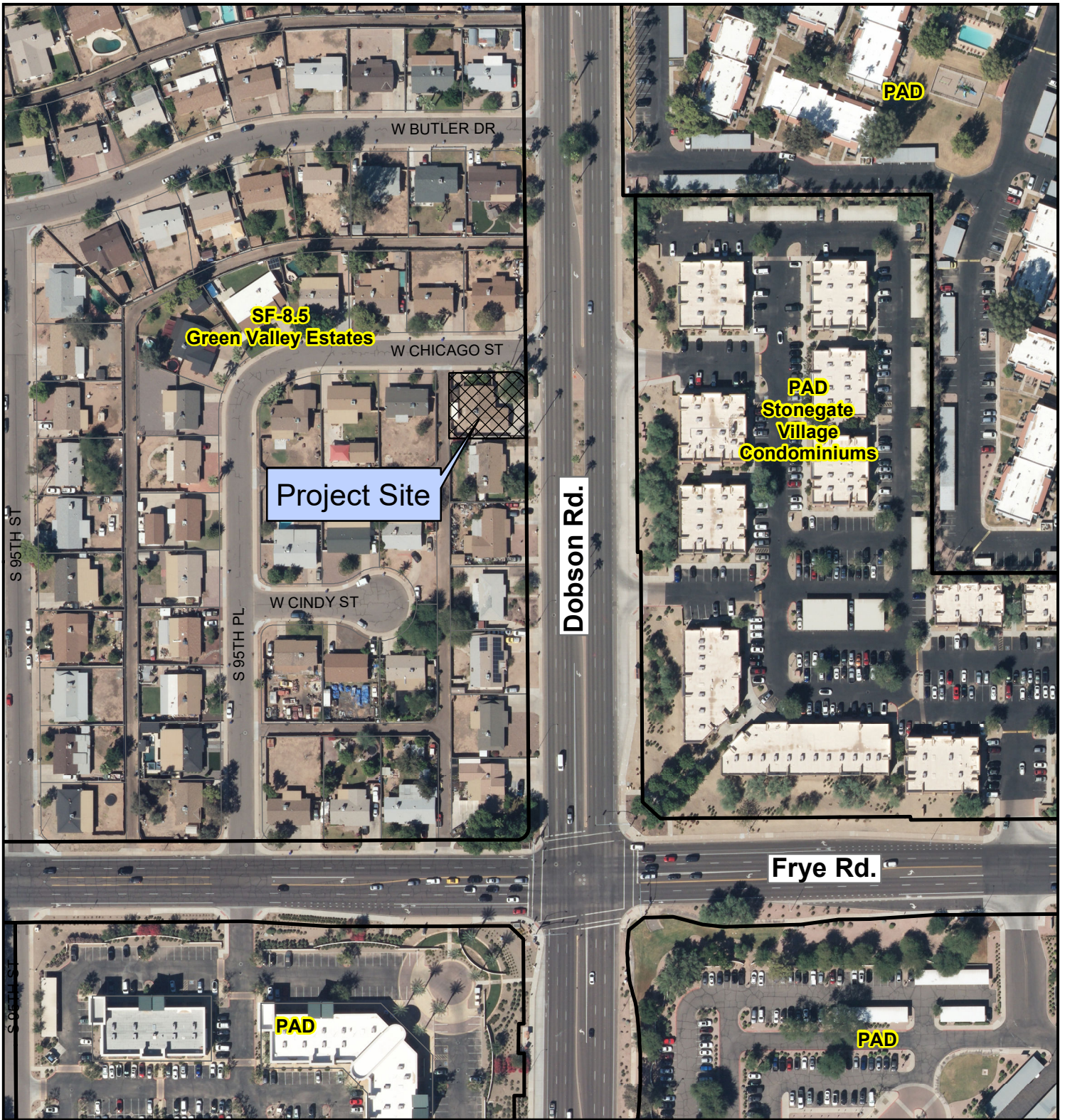


Proposed Project Details
200 S. Dobson Rd.
Use Permit Extension for continued use
of a residential home zoned Single Family
District (SF-8.5) as a real estate office



City of Chandler Planning Division
[chandleraz.gov/planning](https://gis.chandleraz.gov/planning)
For more information visit:
<https://gis.chandleraz.gov/planning>





PLH24-0005 Gold Trust Realty



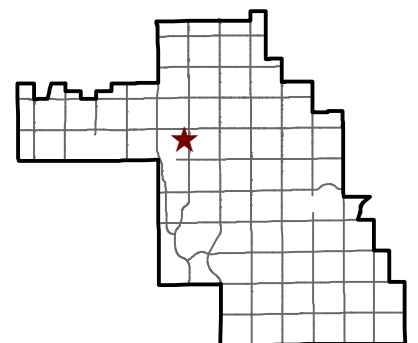
Proposed Project Details

200 S. Dobson Rd.

Use Permit Extension for continued use
of a residential home zoned Single Family
District (SF-8.5) as a real estate office



City of Chandler Planning Division
chandleraz.gov/planning
 For more information visit:
<https://gis.chandleraz.gov/planning>



PLH24-0005

Gold Trust

Realty

200 S. Dobson Rd

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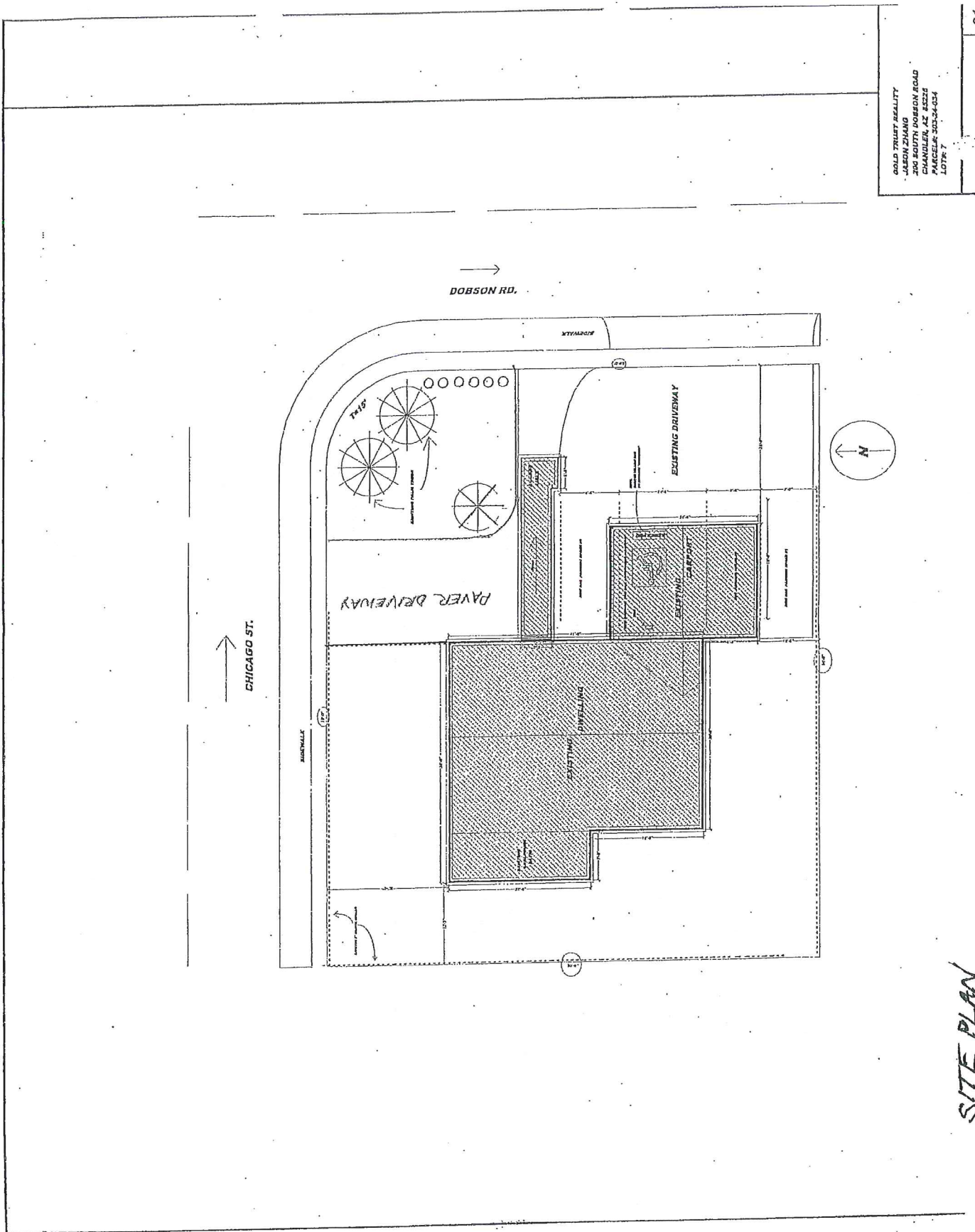


Gold Trust Realty
金 信 地 產

Gold Trust Realty is a small real estate company that serves in the east valley. We have one full time assistant who works at this location Monday through Friday between 9 am to 4:30 pm; and we also have a couple of part time realtors who come in occasionally. Office hours are Monday through Friday, 9:00 am to 4:30 pm.

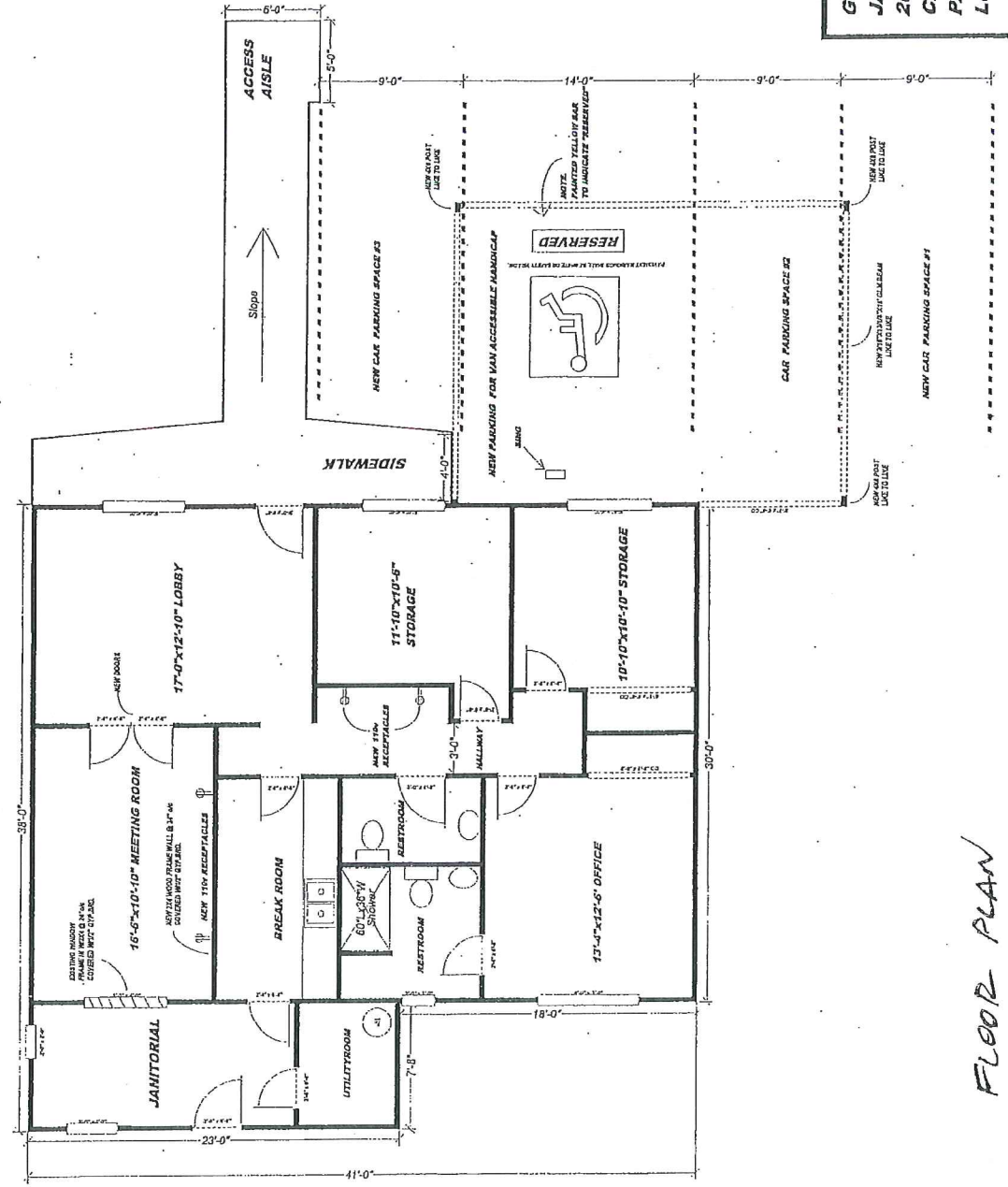






SITE PLAN

GOLD TRUST REALTY
 JASON ZHANG
 200 SOUTH DOBSON ROAD
 CHANDLER, AZ 85226
 PARCEL#: 303-24-034
 LOT#: 7



FLOOR PLAN



City Council Memorandum Management Services Memo No. MS 24-090

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Agreement No. MS1-926-4312, Amendment No. 3, for Emergency Environmental Response and Remediation Services

Proposed Motion:

Move City Council approve Agreement No. MS1-926-4312, Amendment No. 3, with Emergency Environmental Services; GrayMar Environmental Services, Inc.; and Kary Environmental Services, for emergency environmental response and remediation services, in a combined amount not to exceed \$150,000, for the period of one year, beginning July 1, 2024, through June 30, 2025.

Background/Discussion:

The Environmental Management Division of the Management Services Department manages emergency response and clean up of chemical releases to the environment on city-owned property. The Uninsured Liability (Environmental Liability) Fund was established to fund such emergency responses and clean up activities. While Chandler has been fortunate not to have an excessive number of these chemical releases from its operations or into its streets, chemical use and transportation require the city be able to respond quickly when such incidents occur. These contractors are mobilized and managed by Environmental Management Division staff in such emergencies.

These contracts will provide services for the Chandler Police Department, which regularly responds to emergency events in city rights of way where spills and releases of biohazardous material occur. These events include emergency scenes with clean up, traffic incidents, crime scenes, and high-traffic areas of police facilities. These contracts also provide services for assistance with contamination

clean up and the characterization, packaging, transportation, and disposal of hazardous waste generated by the city as part of normal operations. These hazardous waste activities are heavily regulated and require specialized training, equipment, and licensing to perform.

The combined amount of these agreements will not exceed \$150,000 in overall annual spend, and contractors will be utilized based on availability, expertise, and the type of response required.

Evaluation:

On June 24, 2021, City Council approved an agreement with Emergency Environmental Services; GrayMar Environmental Services, Inc.; and Kary Environmental Services, for emergency environmental response and remediation services, for a one-year period, with the option of up to four one-year extensions. The contractors have agreed to extend for one additional year under the same terms, conditions, and pricing.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
738.1266.5219.0.0.0	Uninsured Liability Self Insurance	N/A	\$150,000	N

- Attachments**
- Amendment
 - Amendment
 - Amendment



City Clerk Document No. _____

City Council Meeting Date: May 23, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
ENVIRONMENTAL EMERGENCY RESPONSE AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. MS1-926-4312**

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 Emergency Environmental Services (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for environmental emergency response and remediation services (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2021, through June 30, 2022, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for environmental emergency response and remediation services in an amount not to exceed \$150,000 for the extension term; and

WHEREAS, the Parties wish to exercise the third extension option through this Amendment No. 3 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 III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period, July 1, 2024, through June 30, 2025.
3. Section IV, Payment of Compensation and Fees 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 \$150,000.

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: Ryan Campbell

Its: Operations Manager

APPROVED AS TO FORM:

By: _____

City Attorney

JNB

ATTEST:

By: _____

City Clerk



City Clerk Document No. _____

City Council Meeting Date: May 23, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
ENVIRONMENTAL EMERGENCY RESPONSE AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. MS1-926-4312**

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 GrayMar Environmental Services, Inc. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for environmental emergency response and remediation services (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2021, through June 30, 2022, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for environmental emergency response and remediation services in an amount not to exceed \$150,000 for the extension term; and

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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: Michael S. Gray

Its: ^{MG}_____

APPROVED AS TO FORM:

By: _____

City Attorney

JMB

ATTEST:

By: _____

City Clerk



City Clerk Document No. _____

City Council Meeting Date: May 23, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
ENVIRONMENTAL EMERGENCY RESPONSE AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. MS1-926-4312**

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 Kary Environmental Services (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for environmental emergency response and remediation services (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2021, through June 30, 2022, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for environmental emergency response and remediation services in an amount not to exceed \$150,000 for the extension term; and

WHEREAS, the Parties wish to exercise the third extension option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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3. Section IV, Payment of Compensation and Fees 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 \$150,000.

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: Mark Dillier

Its: Project Manager

APPROVED AS TO FORM:

By: _____
City Attorney *MD*

ATTEST:

By: _____
City Clerk

**City Council Memorandum Management Services Memo No. N/A**

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Purchase of Janitorial and Sanitation Supplies

Proposed Motion:

Move City Council approve the purchase of janitorial and sanitation supplies, from Waxie Sanitary Supply, utilizing the City of Tucson Contract No. 202329-01, in an amount not to exceed \$250,000, for the period of June 1, 2024, through May 31, 2025.

Background/Discussion:

The City of Chandler requires a diverse and extensive supply of janitorial and sanitation supplies for delivery to Central Supply and various other city locations, as well as a representative to provide onsite product and service consultations, demonstrations, and cleaning direction and training. The City of Tucson contract provides a broad supply of products and services to ensure the support of daily maintenance operations. It includes such items as carpet and hard floor care cleaners, brooms and buckets, restroom care and cleaning supplies, as well as toilet paper, paper towels, and plastic can liners.

Evaluation:

The City of Tucson, as the Principal Procurement Agency, partnered with OMNIA Partners and competitively solicited and awarded a contract for janitorial and sanitation supplies. The city has a current agreement with the City of Tucson allowing for the cooperative use of Tucson's contracts. The City of Tucson's contract is valid through May 31, 2025.

Items are purchased throughout the year only as needed and stock levels are maintained at the minimum levels necessary to support city operations. Staff recommends cooperative use of this contract based on volume discounts and value-added services such as training, consulting, and equipment repair programs.

Financial Implications:

Funds for the purchase of janitorial and sanitation supplies will be from the Central Supply Inventory account (101.0000.1516) and charged back to individual cost centers as supplies are issued.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.0000.1516.0.0.0	General	N/A	\$250,000	N



City Council Memorandum Management Services Memo No. N/A

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Agreement No. WH3-890-4597, Amendment No. 1, for Waterworks Supplies

Proposed Motion:

Move City Council approve Agreement No. WH3-890-4597, Amendment No. 1, with Core and Main, LP, and Ferguson Enterprises, LLC, for waterworks supplies, in an amount not to exceed \$650,000, for the period of June 1, 2024, through May 31, 2025.

Background/Discussion:

This agreement is for the city's annual requirements for the supply of waterworks products. The products are stocked in the city's Central Supply warehouse and used primarily by the Water Distribution Division. In addition to items stocked in Central Supply, Water Distribution and Water Systems Maintenance will purchase some products directly from the vendor. Products available under the agreement include hydrants, valves, and copper and brass fittings, as well as mechanical joints, fittings, and pipe, and are used as needed by the Public Works and Utilities Department for both routine and emergency operations.

Evaluation:

On May 22, 2023, Council approved an agreement with Core and Main, LP, and Ferguson Enterprises, LLC, for waterworks supplies. Core and Main have agreed to extend with no changes to the pricing structure. Ferguson Enterprises, LLC has requested a change to the pricing structure ranging from 2% to 6%, citing an increase in manufacturers' prices.

Staff recommends an extension of these agreements for a one-year period, June 1, 2024, through May 31, 2025, for a combined total amount not to exceed \$650,000 for the one-year term. This is the first extension of this agreement.

Financial Implications:

Funds for the requested supplies will come from the Central Supply Inventory account (101.0000.1516). Individual cost centers will be charged for the supplies as they are issued from Central Supply.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.0000.1516.0.0.0	General	N/A	\$400,000	N
605.3860.5328.0.0.0	Water Operating	N/A	\$250,000	N

Attachments

- Core and Main Amendment 1
- Ferguson Amendment 1



City Clerk Document No. _____

City Council Meeting Date: _____

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER WORKS SUPPLIES
CITY OF CHANDLER AGREEMENT NO. WH3-890-4597**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Core and Main, LP, a Florida Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for Water Works Supplies (Agreement); and

WHEREAS, the term of the Agreement is June 1, 2023, through May 31, 2024; and

WHEREAS, this is the first renewal option of this Agreement.

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 III: Term is amended to read as follows: The Agreement is extended for a one-year period June 1, 2024, through May 31, 2025.
3. Section IV: Price is amended to read as follows: The City will pay the Contractor an amount not to exceed \$650,000, in aggregate including all companion agreements, for the one-year term of the contract, as set forth in Exhibit B of the original Agreement.
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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Thomas Otto

Its: Account Manager

APPROVED AS TO FORM:

By: _____

City Attorney

JNB

ATTEST:

By: _____

City Clerk



City Clerk Document No. _____

City Council Meeting Date: _____

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER WORKS SUPPLIES
CITY OF CHANDLER AGREEMENT NO. WH3-890-4597**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Ferguson Enterprises LLC, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for Water Works Supplies (Agreement); and

WHEREAS, the term of the Agreement is June 1, 2023, through May 31, 2024; and

WHEREAS, this is the first renewal option of this Agreement.

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 III: Term is amended to read as follows: The Agreement is extended for a one-year period June 1, 2024, through May 31, 2025.
3. Section IV: Price is amended to read as follows: The City will pay the Contractor an amount not to exceed \$650,000, in aggregate including all companion agreements, for the one-year term of the contract, as set forth in Revised Exhibit B attached.
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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Justin Kapitan

Its: Area sales manager

APPROVED AS TO FORM:

By: _____

City Attorney

JMB

ATTEST:

By: _____

City Clerk

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

SECTION 2: LEAD FREE BRASS				
Item #	COC Stock #	Lead Free Brass	UOM	Unit Price
1	4820.108.0141	VALVE, BALL, BRASS, THREADED, 1/4"	EA	\$ 7.42
2	4820.108.0180	VALVE, BALL, BRASS, 3/8", FBV-3	EA	\$ 7.42
3	4820.108.1000	VALVE, BALL, BLACK DN 123, PU WITH STEEL CORE, FOR ABEL PUMP #EM-100, IDENT-NUMBER 40325	EA	\$ 440.24
4	4510.007.3015	VALVE, BALL, THREADED, 1/2" WATTS	EA	\$ 7.42
5	4510.007.3020	VALVE, BALL, THREADED, 3/4 IPS, "DOMESTIC"	EA	\$ 13.08
6	5310.022.5641	CAP, BRASS, THREADED, 2", FNPT	EA	\$ 15.90
7	4730.096.8921	NIPPLE, BRASS, 2 X 6, MNPT	EA	\$ 22.26
8	4820.108.0165	VALVE, BALL, BRASS, FMNPT, 2", FBV-4	EA	\$ 63.07
9	4730.112.6075	ELBOW, BRASS, 1 1/2", 90	EA	\$ 19.08
10	4730.112.6090	ELBOW, BRASS, 2", 90	EA	\$ 21.73
11	4730.122.0307	REDUCER, BUSHING, BRASS, 3/4" X 1/4"	EA	\$ 2.92
12	4730.122.0306	REDUCER, BUSHING, BRASS, 1/2" X 3/8"	EA	\$ 1.86
13	4730.096.6403	NIPPLE, BRASS, 1/4" X CLOSE	EA	\$ 1.33
14	4730.096.6406	NIPPLE, BRASS, 3/8" X CLOSE	EA	\$ 1.33
15	4730.096.4990	NIPPLE, BRASS, 1/2 X CLOSE	EA	\$ 1.86
16	4730.101.8640	ADAPTER, BRASS, 3/4", FEMALE X MALE THREADED	EA	\$ 2.36
17	4730.090.7400	BUSHING, BRASS, HEX, 3 MIP X 2 FIP	EA	\$ 38.43
18	4730.096.5000	NIPPLE, BRASS, 3/4 X CLOSE	EA	\$ 2.39
19	4730.096.6400	NIPPLE, BRASS, 1 X CLOSE	EA	\$ 3.71
20	4730.096.8900	NIPPLE, BRASS, 2 X CLOSE	EA	\$ 10.34
21	4730.097.3200	PLUG, BRASS, RAISED HEAD, 3/4", MIPT	EA	\$ 2.65
22	4730.126.0755	UNION, COPPER, SLIP X SLIP, 1/2"	EA	\$ 2.65
23	4730.090.4000	BUSHING, BRASS, HEX, 1/2 MIP X 1/4 FIP	EA	\$ 1.86

24	4730.090.5400	BUSHING, BRASS, HEX, 1 MIP X 3/4 FIP	EA	\$	3.71
25	4730.090.5600	BUSHING, BRASS, HEX, 1-1/4 MIP X 3/4 FIP	EA	\$	6.36
26	4730.090.6000	BUSHING, BRASS, HEX, 1-1/2 MIP X 3/4 FIP	EA	\$	9.54
27	4730.090.6800	BUSHING, BRASS, HEX, 2" X 3/4"	EA	\$	14.05
28	4730.090.6200	BUSHING, BRASS, HEX, 1-1/2 MIP X 1 FIP	EA	\$	7.95
29	4730.090.7000	BUSHING, BRASS, HEX, 2 X 1	EA	\$	14.05
30	4730.090.7200	BUSHING, BRASS, HEX, 2 MIP X 1-1/2 FIP	EA	\$	11.66
31	4730.122.0320	REDUCER, BUSHING, BRASS, 3" TO 1-1/2"	EA	\$	46.11
32	4730.104.6000	FLANGE, BRASS, METER, MALE, 1-1/2", 6M FORD #CF38-66-2	EA	\$	47.00
33	4730.102.1313	COUPLING, METER, BRS, W/PACK JOINT, C34-22, 5/8" X 3/4", 5/8" CTS PJ	EA	\$	22.50
34	4730.102.1311	COUPLING, METER, W/PACK JOINT, C34-13, 5/8" X 3/4" CTS PJ	EA	\$	19.00
35	4730.102.1314	COUPLING, METER, W/PACK JOINT, C34-23, 5/8" X 3/4" X 3/4" CTS PJ	EA	\$	20.00
36	4730.102.1315	COUPLING, METER, W/PACK JOINT, C34-24, 5/8" X 3/4" x 1" CTS PJ	EA	\$	21.00
37	4730.102.1316	COUPLING, METER, W/PACK JOINT, C34-44, 1" X 1" CTS PJ	EA	\$	27.00
38	4730.102.1310	COUPLING, METER, W/PACK JOINT, C-34-11, 5/8 X 1/2" CTS PJ	EA	\$	18.50
39	4730.104.5400	FLANGE, BRASS, METER, FEMALE, 2", 7F FORD #CF31-77	EA	\$	57.28
40	4730.104.6200	FLANGE, BRASS, METER, MALE, 2", MUELLER	EA	\$	67.00
41	4730.104.5000	FLANGE, BRASS, METER, FEMALE, 1-1/2", MUELLER	EA	\$	46.50
42	4820.107.0985	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1 X 1, FORD #BA13-344W	EA	\$	80.00
43	4820.107.0990	VALVE, ANGLE, BALL, FIP THREAD, 1 X 1 X 1 FORD #BA13-444W	EA	\$	111.00
44	4820.107.0805	VALVE, ANGLE, W/LOCK WING, BALL 2", BRASS, MUELLER #B24286	EA	\$	252.00
45	4820.107.0605	VALVE, ANGLE, W/LOCK WING, BALL, 1-1/2", BRASS, FORD# BFA13-666W OR EQUAL	EA	\$	225.00
46	4820.107.0975	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1, FORD #BA13-334W	EA	\$	78.50
47	4820.107.0900	VALVE, ANGLE, BALL, 5/8 X 3/4, #3707B24255	EA	\$	73.50
48	4820.107.0972	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 5/8 X 3/4, MUELLER #B24265	EA	\$	68.75
49	4820.107.0977	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1, FORD #BA23-342W	EA	\$	86.00
50	4820.107.0950	VALVE, ANGLE, BALL, 1"X1", MUELLER #3710B24255	EA	\$	109.50
51	4730.240.3010	COUPLING, ANGLE, FEMALE-IRON-PIPE, 3/4", FORD #L31-23	EA	\$	18.00
52	4730.240.3015	COUPLING, ANGLE, FEMALE-IRON-PIPE, 1", FORD #L31-44	EA	\$	26.50
53	4730.539.1000	ADAPTER, METER, CHANGE 5/8 X 3/4 METER TO 3/4" METER LENGHT, FORD # A23	EA	\$	11.00
54	4730.101.8500	ADAPTER, BRASS, FLARE X MALE IRON-PIPE, 1", FORD # C28-44	EA	\$	20.50
55	4730.101.8200	ADAPTER, BRASS, FLARE X MALE IRON-PIPE, 3/4", FORD # C28-33	EA	\$	14.25

56	4730.102.1370	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2, 5/8" X 3/4" X 2"	EA	\$	10.50
57	4730.102.1371	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.25, 5/8" X 3/4" X 2"-1/4"	EA	\$	10.50
58	4730.102.1372	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.5, 5/8" X 3/4" X 2"-1/2"	EA	\$	10.50
59	4730.102.1373	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.75, 5/8" X 3/4" X 2"-3/4"	EA	\$	11.50
60	4730.102.1374	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-3, 5/8" X 3/4" X 3"	EA	\$	12.50
61	4730.102.1300	COUPLING, METER, BRS, 1 X 2.625, MUELLER #H10890	EA	\$	16.00
62	4730.102.1312	COUPLING, METER, W/PACK JOINT, C34-21, 5/8" X 3/4" X 1/2" CTS PJ	EA	\$	20.50
63	4730.110.4200	UNION, BRASS, FC X FC, 3 PC, 1", C22-44-1	EA	\$	31.50
64	4730.110.4000	UNION, BRASS, FC XFC, 3PC, 3/4", MUELLER #H15400	EA	\$	18.00
65	4730.731.6197	OUTLET ASSEMBLY, ONLY, FOR LINESETTER # LSV11-233W-OL	EA	\$	48.50
66	4820.015.2000	CURB STOP, BALL-VALVE, FLARE COP XFIP, 3/4", LOCK, #B25166	EA	\$	62.75
67	4820.015.3000	CURB STOP, 3/4", BALL VALVE, FEMALE IRON PIPE, LOCK WING, MULLER #B20283	EA	\$	66.99
68	4820.015.2200	CURB STOP, BALL-VALVE, FLARE-COPPER X FIP, MUELLER #B25166	EA	\$	112.32
69	4820.015.3400	CURB STOP, BALL-VALVE, FEMALE IRON PIPE, 1-1/2", LOCK WING, METER BALL STOP B20200	EA	\$	165.00
70	4820.015.3600	CURB STOP, BALL-VALVE, FIP, 2", LOCK, MUELLER #B20283	EA	\$	240.50
71	4820.013.6001	CORP STOP, BALL-VALVE, FLARE COPPER X MALE IRON PIPE, 1", MUELLER B25025	EA	\$	60.00
72	4820.013.6000	CORP STOP, BALL-VALVE, FLARE COPPER, X MALE IRON PIPE, 3/4", MUELLER #B25025 MIPXCF	EA	\$	50.00
73	4820.013.2190	CORP STOP, BALL-VALVE, FLARE COPPER X COPPER CONNECT, 3/4" FB 600	EA	\$	50.00
74	4820.013.2200	CORP STOP, BALL-VALVE, FLARE COPPER X CTS, 1", B25025	EA	\$	65.00
75	4820.014.0400	CORP STOP, BALL-VALVE, MALE IRON PIPE, 1-1/2" #FB500	EA	\$	140.50
76	4820.014.0600	CORP STOP, BALL-VALVE, MALE IRON PIPE, 2", MUELLER B2969	EA	\$	211.00
77	4730.102.1133	COMPRESSION COUPLING, MUELLER, 3/4" CPLG 110, #H15403	EA	\$	19.50
78	4730.102.1131	COMPRESSION COUPLING, MUELLER, 1" CPLG 110, #H15403	EA	\$	22.50
79	4730.102.1135	COMPRESSION COUPLING, MUELLER, 1-1/2" CPLG 110, #H15403	EA	\$	75.00
80	4730.102.1150	COUPLING, COMPRESSION, 2", FORD# CC44-77	EA	\$	100.00
% Discount For Off List Section 2 Items					
Lead Free Brass: 12%					

SECTION 3: WATEROUS HYDRANT PARTS

Item #	COC Stock #	WATEROUS Hydrant Parts	UOM	Unit Price
1	4210.318.8895	WASHER, VALVE, UPPER, WB67-34 WATEROUS	EA	\$ 127.40
2	4210.318.8890	WASHER, VALVE, LOWER, WB67-36 WATEROUS	EA	\$ 55.00
3	4210.318.8715	VALVE, MAIN, RUBBER, WATEROUS HYDRANT #35	EA	\$ 93.00
4	4210.318.8897	WHEEL ASSEMBLY, SUPPORT, WB67-56, WATEROUS	EA	\$ 99.00
5	4210.318.6920	RING, FLANGE LOCK, WB67-64 WATEROUS	EA	\$ 12.25
6	4210.318.7280	SEAT, VALVE, WB67-31 WATEROUS, #31 WITH #3 & #77	EA	\$ 300.30
7	4210.318.7007	ROD ASSY, UPPER, 21", WB67-71-21" WATEROUS	EA	\$ 224.00
8	4210.318.1080	COUPLING, SLEEVE, (BREAK COUPLING), (ISSUED BY THE PAIR), WATEROUS #67	EA	\$ 36.00
9	4210.318.6960	RING, RETAINER, NOZZLE, 4-1/2", WB-67-117, WATEROUS	EA	\$ 45.00
10	4210.318.2480	GASKET, WB67-92 WATEROUS, #92	EA	\$ 15.00
11	4210.318.8896	TUBE, SUPPORT, WB67-85, WATEROUS	EA	\$ 56.00
12	4210.318.1120	CROSS ARM, WB67-30 WATEROUS #30	EA	\$ 99.00
13	4210.318.5830	O-RING, 2-1/2", NOZZLE, SEAL, WB-67-118, WATEROUS	EA	\$ 10.50
14	4210.318.2485	GASKET, SUPPORT, WB67-84 WATEROUS, #84	EA	\$ 4.534
15	4210.318.1120	CROSS ARM, WB67-30 WATEROUS #30	EA	\$ 99.00
16	4210.318.8898	BUSHING, ASSEMBLY, OPERATING NUT, #89, WATEROUS	EA	\$ 42.00
17	4210.318.5540	NUT, OPERATING, LOWER, WB67-17A WATEROUS	EA	\$ 52.00
18	4210.318.0825	CAP, HOSE NOZZLE, WB67-10X2-1/2 WATEROUS: NST, YELLOW, 2-1/2", CI,	EA	\$ 128.30
19	4210.318.5425	NOZZLE, HOSE, 2-1/2", MECHANICAL, WB-67-12 LEADED WATEROUS #12	EA	\$ 127.00
20	4210.318.5830	O-RING, 2-1/2", NOZZLE, SEAL, WB-67-118, WATEROUS	EA	\$ 14.25
21	4210.318.5430	NOZZLE, PUMPER, 4-1/2", WB-67-12 AMLOCK, WATEROUS #12B	EA	\$ 349.00

22	4210.319.6000	HYDRANT, EXTENSION KIT, TOP 24" WB-67, WATEROUS	EA	\$	1,082.00
23	4210.319.5600	HYDRANT, EXTENSION KIT, TOP, 12", WB-67-12, WATEROUS	EA	\$	825.00
24	4210.319.5400	HYDRANT, EXTENSION KIT, TOP, 6", WB-67-12, WATEROUS	EA	\$	693.00
25	4210.319.8000	KIT, TRAF REP WB-67 WATEROUS #K528	EA	\$	323.00
26	4210.318.0001	HYDRANT, TRAFFIC, DB, 42", WATEROUS	EA	\$	2,400.00
27	4210.318.0002	HYDRANT, TRAFFIC, DB, 48", WATEROUS	EA	\$	2,500.00
28	4210.318.0003	HYDRANT, TRAFFIC, DB, 54", WATEROUS	EA	\$	2,500.00
% Discount For Off List Section 3 Items WATEROUS Hydrant Parts: 12%					

SECTION 4: CLOW HYDRANTS & PARTS					
Item #	COC Stock #	CLOW Hydrants & Parts	UOM	Unit Price	
1	4210.318.0001	HYDRANT, TRAFFIC, DB, 42", CLOW	EA	\$	2,511.25
2	4210.318.0002	HYDRANT, TRAFFIC, DB, 48", CLOW	EA	\$	2,613.75
3	4210.318.0003	HYDRANT, TRAFFIC, DB, 54", CLOW	EA	\$	2,613.75
4	4210.315.1030	STEM, UPPER, #M-7, CLOW MEDALLION HYDRANT	EA	\$	177.33
5	4210.315.1185	CAP, HOSE NOZZLE, #M-43, CLOW MEDALLION HYDRANT	EA	\$	78.93
6	4210.315.1175	NOZZLE, HOSE, #M-41, CLOW MEDALLION HYDRANT	EA	\$	125.05
7	4210.315.1095	VALVE, MAIN, RUBBER, #M-21, CLOW MEDALLION HYDRANT	EA	\$	73.03
8	4210.315.1085	RING, SEAT, #M-19, CLOW MEDALLION HYDRANT	EA	\$	420.25
9	4210.315.1075	PLATE, VALVE, UPPER, #M-17, CLOW MEDALLION HYDRANT	EA	\$	231.14
10	4210.315.1150	NOZZLE, PUMPER, #M-36, CLOW MEDALLION HYDRANT	EA	\$	280.85
11	4210.315.1045	COUPLING, STEM, SAFETY, #M-10, CLOW MEDALLION HYDRANT	EA	\$	55.35

12	4210.315.1105	VALVE, PLATE, LOWER, #M-24, CLOW MEDALLION, HYDRANT	EA	\$	188.60
13	4210.315.1010	NUT, OPERATING, #M-3, CLOW MEDALLION HYDRANT	EA	\$	157.85
14	4210.315.1110	NUT, THRUST, #M-27, CLOW MEDALLION HYDRANT	EA	\$	126.08
15	4210.315.1155	GASKET, PUMPER, NOZZLE, #M-37, CLOW MEDALLION HYDRANT	EA	\$	5.64
16	4210.315.1130	O-RING, BONNET, #M-32, CLOW MEDALLION HYDRANT	EA	\$	4.10
17	4210.315.1180	GASKET, HOSE, NOZZLE, # M-42, CLOW MEDALLION HYDRANT	EA	\$	2.05
18	4210.315.1210	FLANGE, SAFETY, #M-49, CLOW MEDALLION HYDRANT"(ISSUED BY THE PAIR)	EA	\$	66.63
19	4210.315.1140	LOCK, PUMPER, NOZZLE, #M-34, CLOW MEDALLION HYDRANT	EA	\$	6.15
20	4210.315.1005	NUT, OPERATIONG, THRUST BEARING, #M-2, CLOW MEDALLION HYDRANT	EA	\$	2.05
21	4210.315.1165	LOCK, NOZZLE, NOSE, #M-39, CLOW MEDALLION HYDRANT	EA	\$	6.15
22	4210.315.1120	BOLTS & NUTS, BONNET, #M-29, CLOW MEDALLION HYDRANT	EA	\$	1.03
23	4210.315.1195	BOLTS & NUTS, SAFETY FLANGE, # M-46, CLOW MEDALLION HYDRANT	EA	\$	3.08
24	4210.315.1090	O-RING, SEAT RING, LOWER, M-20, CLOW MEDALLION HYDRANT	EA	\$	8.20
25	4210.315.1100	WASHER, LOCK, VALVE PLATE, LOWER, #M-22, CLOW MEDALLION HYDRANT	EA	\$	3.08
26	4210.315.1180	GASKET, HOSE, NOZZLE, # M-42, CLOW MEDALLION HYDRANT	EA	\$	2.05
27	4210.319.6750	HYDRANT, REPAIR KIT, CLOW, # R1620771, M-15 THRU M-24	EA	\$	399.75
28	4210.319.6710	HYDRANT, EXTENSION KIT, CLOW, 12	EA	\$	728.78
29	4210.319.6700	HYDRANT, EXTENSION KIT, CLOW, 6	EA	\$	640.63
% Discount For Off List Section 4 Items CLOW Hydrants & Parts: 12%					

SECTION 5: KENNEDY HYDRANT PARTS

Item #	COC Stock #	KENNEDY Hydrant Parts	UOM	Unit Price
1	4210.316.3105	INSERT, SEAT RING, #K8127, KENNEDY Hydrant	EA	\$ 133.00
2	4210.316.3158	CAP, HOSE NOZZLE, 2-1/2", WITH 1-1/2" PENTAGON OPERATING NUT #K8144, KENNEDY Hydrant	EA	\$ 83.00
3	4210.316.3105	NUT, OPERATING, STEM, #K8102, KENNEDY Hydrant	EA	\$ 230.00
4	4210.316.3130	PLATE, BOTTOM, #K8132, KENNEDY Hydrant	EA	\$ 98.00
5	4120.316.3110	RING, SEAT, #K8128, KENNEDY Hydrant	EA	\$ 300.00
6	4120.316.3150	NOZZLE, STREAMER, #K8142, KENNEDY Hydrant	EA	\$ 287.00
7	4120.316.3166	O-RING, #K8145 FOR STREAMER NOZZLE, KENNEDY Hydrant	EA	\$ 5.00
8	4120.316.3015	WASHER, THRUST, #K8106, KENNEDY Hydrant	EA	\$ 4.00
9	4120.316.3005	NUT, LOCK, STEM, # K8104, KENNEDY Hydrant	EA	\$ 71.00
10	4120.316.3151	NOZZLE, HOSE, #K8140, KENNEDY Hydrant	EA	\$ 131.00
11	4120.316.3125	VALVE, MAIN, #K8131, KENNEDY Hydrant	EA	\$ 170.00
12	4120.316.3155	GASKET, 4 1/2" NOZZLE, CAP, #K8143, KENNEDY Hydrant	EA	\$ 18.00
13	4120.316.3080	PIN, BRIDGE, #K-8121R, KENNEDY Hydrant	EA	\$ 12.00
14	4120.316.3075	O-RING, #K8120, KENNEDY Hydrant	EA	\$ 21.00
15	4120.316.3065	BOLTS & NUTS, #K8118, KENNEDY Hydrant	EA	\$ 13.25
16	4120.316.3025	BOLTS & NUTS, HYDRANT CAP, #K8108, KENNEDY Hydrant	EA	\$ 10.00
17	4210.316.3165	O-RING, #K8145 FOR HOSE NOZZLE, KENNEDY Hydrant	EA	\$ 5.00
18	4210.316.3085	PIN (8), CLEVIS, #K8122R, KENNEDY Hydrant	EA	\$ 18.00
19	4210.316.3175	KIT, COLLISION, REPAIR, #K8149, KENNEDY Hydrant	EA	\$ 292.00
20	4210.314.3050	STEM, UPPER, #K8114, KENNEDY Hydrant, (OPEN LEFT)	EA	\$ 211.00

21	4210.319.6500	HYDRANT, EXTENSION KIT, KENNEDY, 6" 5-1/2")	EA	\$	645.00
22	4210.319.6510	HYDRANT, EXTENSION KIT, KENNEDY, 12", (GUARDIAN 5-1/2")	EA	\$	774.00
23	4210.318.0001	HYDRANT, TRAFFIC, DB, 42", KENNEDY	EA	\$	2,450.00
24	4210.318.0002	HYDRANT, TRAFFIC, DB, 48", KENNEDY	EA	\$	2,550.00
25	4210.318.0003	HYDRANT, TRAFFIC, DB, 54", KENNEDY	EA	\$	2,550.00
% Discount For Off List Section 5 Items KENNEDY Hydrant Parts: 12%					

SECTION 10: SADDLES					
Item #	COC Stock #	SADDLES	UOM		Unit Price
1	4730.721.3615	SADDLE, BRASS, SINGLE STRAP, 6 X 3/4, IP, O.D. 6.625, FOR STANDARD PIPE PCV, FORD PART # S91-603, BR1B	EA	\$	55.50
2	4730.721.3915	SADDLE, BRASS, SINGLE STRAP, 6 X 1, IP, O.D. 6.625, FOR STANDARD PIPE PVC, FORD PART # S71-604	EA	\$	55.00
3	4730.720.1400	SADDLE, BRASS, DOUBLE STRAP, 6 X 1-1/2 IP	EA	\$	135.50
4	4730.720.1300	SADDLE, BRASS, DOUBLE STRAP, 6 X 1 IP, BR2B	EA	\$	115.00
5	4730.720.1200	SADDLE, BRASS, DOUBLE STRAP, 6 X 3/4 IP, BR2B	EA	\$	115.00
6	4730.720.1100	SADDLE, BRASS, DOUBLE STRAP, 6 X 3/4 CC, #BR2B	EA	\$	115.00
7	4730.720.1500	SADDLE, BRASS, DOUBLE STRAP, 6 X 2 IP, FORD # 202B-7.50	EA	\$	145.00
8	4730.720.1800	SADDLE, BRASS, DOUBLE STRAP, 8 X 1 IP, 9.63, 202B-9.62XIP4	EA	\$	146.50
9	4730.720.1610	SADDLE, BRASS, DOUBLE STRAP, 8 X 3/4 IP, 9.05 - 9.62 OD., FORD # 202B-962-TAP	EA	\$	142.00
10	4730.720.1700	SADDLE, BRASS, DOUBLE STRAP, 8 X 1 CC, 9.63	EA	\$	143.50
11	4730.720.7400	SADDLE, BRASS, SINGLE STRAP, 8 X 1 IP, FOR PVC, # S71.804	EA	\$	80.50

12	4730.721.2505	SADDLE, BRASS, SINGLE STRAP, 4 X 1, IP, O.D. 4.50, FOR STANDRAD PIPE PCV, FORD PART # S71-404	EA	\$	39.50
13	4730.721.2305	SADDLE, BRASS, SINGLE STRAP, 4 X 3/4, IP, O.D. 4, BR1B, FOR STANDARD PIPE PVC	EA	\$	36.75
14	4730.721.3900	SADDLE, BRASS, SINGLE STRAP, 6 X 1 IP, FOR PVC	EA	\$	58.75
15	4730.721.3610	SADDLE, BRASS, SINGLE STRAP, 6 X 3/4, O.D. 6.80 IP FOR C900 PVC PIPE	EA	\$	58.75
16	4730.720.1810	SADDLE, BRASS, DOUBLE STRAP, 8 X 1-1/2 IP	EA	\$	150.00
17	4730.720.2400	SADDLE, BRASS, DOUBLE STRAP, 10" X 2", IP, 202B-12.12X IP7, AC PIPE	EA	\$	198.00
18	4730.720.1900	SADDLE, BRASS, DOUBLE STRAP, 8 X 2 IP, 9.05 -9.62 OD, #202b	EA	\$	166.25
19	4730.720.3200	SADDLE, BRASS, DOUBLE STRAP, 12 X 2 IP, 202B-14.38 X IP7	EA	\$	237.00
20	4730.720.2800	SADDLE, BRASS, DOUBLE STRAP, 12 X 1 IP, BR2B	EA	\$	206.00
21	4730.720.2510	SADDLE, BRASS, DOUBLE STRAP, 12 X 3/4 IP, 202B-14.38XIP3	EA	\$	208.00
22	4730.720.7100	SADDLE, BRASS, SINGLE STRAP, 8 X 3/4 IP	EA	\$	80.50
23	4730.720.4200	SADDLE, BRASS, DOUBLE STRAP,16X2 IP,202B-19.25XIP7 FOR AC PIPE	EA	\$	353.00
% Discount For Off List Section 10 Items Saddles: 12%					

SECTION 11: CLAMPS					
Item #	COC Stock #	CLAMPS	UOM		Unit Price
1	4730.697.5000	CLAMP, REP, FULL CIRCLE, 6" X 12.5", 7.05-7.45 OD., WITH 1" TAP	EA	\$	136.00
2	4730.697.5005	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99 - 9.79 OD., WITH 1" TAP	EA	\$	138.00
3	4730.697.5015	CLAMP, REP, FULL CIRCLE, 12" X 15", 14.00-14.45 OD. , WITH 1" TAP	EA	\$	206.00
4	4730.697.5016	CLAMP, REP, FULL CIRCLE, 4" X 7.5", 4.45-4.73 OD., CR1 475, WITH 1" TAP	EA	\$	77.00
5	4730.697.5017	CLAMP, REP, FULL CIRCLE, 4" X 12.5", 4.74-5.14 OD., CR1 515	EA	\$	122.00
6	4730.697.5019	CLAMP, REP, FULL CIRCLE, 6" X 12.5", 6.84-7.24 OD., CR1 724, WITH 1" TAP	EA	\$	140.00

7	4730.697.5020	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99-9.39 OD., CR1 940, WITH 1" TAP	EA	\$	140.00
8	4730.697.5023	CLAMP, REP, FULL CIRCLE, 12" X 12.5", 13.1-13.5 OD., CR1 1350, WITH 1" TAP	EA	\$	192.00
9	4730.651.4001	CLAMP, REP, SS, SL, 4 X 7, 4.75-5.15, 401-7-515; F1-514-7.5	EA	\$	73.00
10	4730.651.6000	CLAMP, REP, SS, SL, 4 X 12, 4.74-5.14, FS1-514X12.5	EA	\$	122.00
11	4730.655.3000	CLAMP, REP, SS, SL, 6 X 12, 7.05-7.45, SS BOLTS & NUTS, FS1-745-12.5	EA	\$	120.00
12	4730.655.4000	CLAMP, REP, SS, SL, 6 X 15, 7.05-7.45, FS1-745	EA	\$	143.00
13	4730.654.6006	CLAMP, REP, SS, SL, 6 X 12, 6.84-7.24, F1-724-12.5	EA	\$	117.00
14	4730.654.4006	CLAMP, REP, SS, SL, 6 X 12, 6.56-6.96, FS1-696-12.5	EA	\$	117.00
15	4730.655.8001	CLAMP, REP, FSI, SS, 6 X 20, 7.05-7.45	EA	\$	197.00
16	4730.697.5006	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99 - 9.79 OD., PART# F2.949.12	EA	\$	197.00
17	4730.656.6001	CLAMP, REP, SS, SL, 8" X 10", 8.54-8.94, FS1-894-10	EA	\$	109.00
18	4730.657.0003	CLAMP, REP, SS, SL, 8 X 12.5, 8.99-9.39, F1-939-12.5	EA	\$	129.00
19	4730.657.2001	CLAMP, REP, SS, SL, 8 X 15, 8.99-9.39, 401-15-939/FS1	EA	\$	147.00
20	4730.657.6001	CLAMP, REP, SS, SL, 8 X 25, 8.99-9.39, SS NUTS & BOLTS, FS1-939X24	EA	\$	243.00
21	4730.658.4001	CLAMP, REP, SS, SL, 10 X 12, 10.64-11.04, FS1-1104-12.5	EA	\$	153.00
22	4730.658.5004	CLAMP, REP, SS, SL, 10 X 12, 11.10-11.44, FS1-1144-12.5	EA	\$	153.00
23	4730.658.6004	CLAMP, REP, SS, SL, 10 X 20, 11.10-11.44, F1S-1144-20, #FS1	EA	\$	235.00
24	4730.659.0001	CLAMP, REP, SS, SL, 10 X 25, 11.01-11.44	EA	\$	290.00
25	4730.660.8010	CLAMP, REP, SS, SL, 12 X 15, 14.00-14.40, SS BOLTS&NUTS, FS1-1440-15	EA	\$	189.00
26	4730.660.8005	CLAMP, REP, SS, SL, 12 X 12-1/2, 14.00-14.40, FS1-1440-12.5	EA	\$	170.00
27	4730.662.1001	CLAMP, REP, SS, SL, 12 X 15, 14.00-14.80 SS	EA	\$	270.00
28	4730.661.3002	CLAMP, REP, SS, SL, 12 X 24, 14.00-14.40, #CR1 1440	EA	\$	307.00
29	4730.660.4001	CLAMP, REP, SS, SL, 12 X 25, 13.10-13.50	EA	\$	330.00

30	4730.649.7005	CLAMP, REP, SS, DL, 16 X 7.5, 17.40-17.80	EA	\$	220.00
31	4730.650.0006	CLAMP, REP, SS, DL, 16 X 20, 18.46-19.21	EA	\$	528.00
32	4730.647.4050	CLAMP, REP, SS, TL, 20 X 15, 21.60-22.80O.D., F53-2280-15	EA	\$	420.00
33	4730.662.2002	CLAMP, REP, SS, 5L, 24 X 20, SS BOLTS&NUTS, F73-2700.20	EA	\$	800.00
% Discount For Off List Section 11 Items Clamps: <u>12%</u>					

SECTION 12: MJ KITS & MEGA LUGS					
Item #	COC Stock #	MJ KITS	UOM	Unit Price	
1	4730.169.1250	KIT, ACCESSORY, MJ, W/FOLLOWER, 6", STD GLAND, TRAN GASKET	EA	\$	28.67
2	4730.169.0400	KIT, ACCESSORY, MJ, W/FOLLOWER, 4", STD GLAND, STD GASKET	EA	\$	20.48
3	4730.169.0600	KIT, ACCESSORY, MJ, W/FOLLOWER, 6", STD GLAND, STD GASKET	EA	\$	36.00
4	4730.169.1200	KIT, ACCESSORY, MJ, W/FOLLOWER, 12", STD GLAND, STD GASKET	EA	\$	60.00
5	4730.169.1000	KIT, ACCESSORY, MJ, W/FOLLOWER, 10", STD GLAND, STD GASKET	EA	\$	60.00
6	4730.169.0800	KIT, ACCESSORY, MJ, W/FOLLOWER, 8", STD GLAND, STD GASKET	EA	\$	43.00
7	4730.169.1250	KIT, ACCESSORY, MJ, W/FOLLOWER, 16", STD GLAND, STD GASKET	EA	\$	100.00
Item #	COC Stock #	MEGA LUGS	UOM	Unit Price	
8	4730.703.0300	MEGA LUG THRUST RESTRAINT, MJ, DIP, 6"	EA	\$	34.64
9	4730.703.0350	MEGA LUG THRUST RESTRAINT, MJ, DIP, 8"	EA	\$	52.87
10	4730.703.0400	MEGA LUG THRUST RESTRAINT, MJ, DIP, 10"	EA	\$	63.00
11	4730.703.0450	MEGA LUG THRUST RESTRAINT, MJ, DIP, 12"	EA	\$	92.00
Item #	COC Stock #	MEGA LUGS PVC	UOM	Unit Price	
12	4730.705.4506	MEGA LUG THRUST RESTRAINT, 6", C900 & IPS, RED	EA	\$	43.79

13	4730.705.4508	MEGA LUG THRUST RESTRAINT, 8", C900 & IPS, RED		EA	\$ 64.82
14	4730.705.4510	MEGA LUG THRUST RESTRAINT, 10", C900 & IPS, RED		EA	\$ 122.55
15	4730.705.4512	MEGA LUG THRUST RESTRAINT, 12", C900 & IPS, RED		EA	\$ 128.79
16	4730.705.4516	MEGA LUG THRUST RESTRAINT, 16", F/C900, RED		EA	\$ 221.00
<div><div>% Discount For Off List Section 12 Items</div><div>MJ Kits: <u>12%</u></div><div>Mega Lugs: <u>12%</u></div><div>Mega Lugs PVC: <u>12%</u></div></div>					



City Council Memorandum Management Services Memo No. 24-093

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New License Series 12, Restaurant Liquor License Application for David Adam Tipp, Agent, Divit, Inc., DBA Beauty Lounge Bar

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 288925, a Series 12, Restaurant Liquor License, for David Adam Tipp, Agent, Divit, Inc., DBA Beauty Lounge Bar, located at 1655 W. Chandler Boulevard, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 200781.

Discussion:

This application for a liquor license was posted for hearing on May 23, 2024.

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.

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-Floor Plan

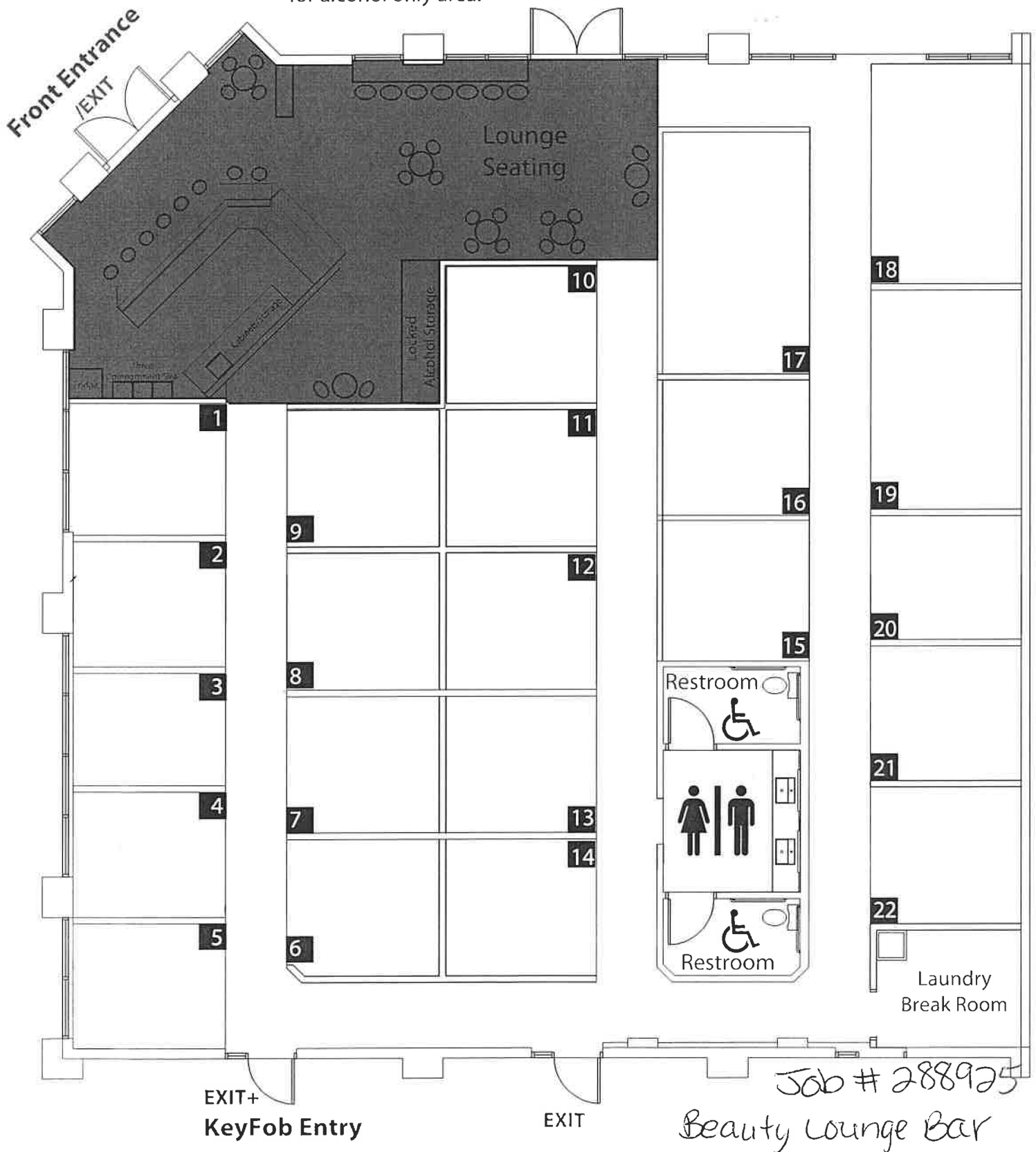


BEAUTY · LOUNGE · BAR

24 APR 9 11:47. Lic. AM 8 06

Highlighted RED area is
for alcohol only area.

AMENDMENT





City Council Memorandum Law Memo No. LAW24-01

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Kelly Y. Schwab, City Attorney
Bryan Chapman, Police Chief
Melissa Deanda, Assistant Police Chief
From: Tawn Kao, Assistant City Attorney
Subject: Final Adoption of Ordinance No. 5096, Repealing and Replacing Section 11-16 of Chapter 11 of the Code of the City of Chandler in its Entirety and Retitling as "Unruly Gathering"

Proposed Motion:

Move City Council adopt Ordinance No. 5096, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by repealing and replacing Section 11-16 in its entirety; retitling Section 11-16 as "Unruly Gathering"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

Background:

In May 2015, the Chandler City Council adopted Ordinance No. 4642 amending Chandler City Code, Chapter 11, adding Section 11-16, "Providing a Location for an Unlawful Minor Party/Gathering," also known as a social host ordinance. Ordinance No. 4642 was adopted for the purpose of preventing and deterring underage drinking by promoting social responsibility within the community and penalizing social hosting of parties that facilitated or allowed underage drinking.

Ordinance No. 5096 would replace Ordinance No. 4642 with an unruly gathering ordinance that not only addresses underage drinking but all behaviors that threaten the peace, health, safety, or welfare of the general public. Further, responsible persons shall include any person in attendance at an unruly gathering including any property owner, occupant tenant, or tenant's guest or any sponsor,

host or organizer of a social activity or special occasion or owner that was aware of the social activity or special occasion constituting the unruly gathering, even if such person is not in attendance, or any owner who had been notified that an unruly gathering had previously occurred on the same premises within 180 days prior to a subsequent unruly gathering. If such a person is a juvenile, the responsible persons shall include the juvenile's parents or guardians.

Discussion:

In response to the tragic death of 16-year-old Preston Lord, who succumbed to injuries sustained in a violent assault at a party in Queen Creek in October 2023, the City Council's Community Safety Subcommittee (Vice Mayor Harris, Councilmembers Christine Ellis and Angel Encinas) met on March 22, 2024, to review recommendations to update Section 11-16 of the City Code. The Subcommittee recommended the proposed ordinance be forwarded to the full City Council for consideration. On April 4, 2024, Council held a work session to discuss this proposed ordinance and directed staff to schedule it for a vote on the May 9, 2024, regular meeting agenda. The objective of Ordinance No. 5096 is to address the profound impact of teen violence on the community and enhance the safety of individuals attending gatherings at private residences. The ordinance ensures that responsible individuals are held both civilly and criminally accountable for disruptive gatherings that endanger the safety and welfare of the community.

Ordinance No. 5096 stipulates that, unless otherwise specified, violations will result in civil infractions in accordance with Section 1-8.7 of the Chandler City Code. Additionally, any individual found to have committed a violation designated as a civil infraction within an eighteen-month period after a previous finding of responsibility shall be charged with a Class 1 misdemeanor, subject to the penalty provisions outlined in Section 1-8 of the Chandler City Code.

Ordinance No. 5096 was introduced and tentatively adopted on May 9, 2024.

Attachments

Ordinance No. 5096 - Unruly Gathering

ORDINANCE NO. 5096

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THAT DOCUMENT ENTITLED “FULL REPEAL AND REPLACEMENT OF SECTION 11-16, PROVIDING A LOCATION FOR AN UNLAWFUL MINOR PARTY/GATHERING PROHIBITED, RETITLING SECTION 11-16 AS UNRULY GATHERING” TO BE A PUBLIC RECORD; AMENDING CHAPTER 11, CURFEW, GRAFFITI, SMOKING AND MISCELLANEOUS OFFENSES, BY REPEALING AND REPLACING SECTION 11-16 IN ITS ENTIRETY, RETITLING SECTION 11-16 AS UNRULY GATHERING; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, in May of 2015, the Chandler City Council adopted Ordinance No. 4642 amending Chandler City Code, Chapter 11, adding Section 11-16; Providing a Location for an Unlawful Minor Party/Gathering, also known as a social host ordinance;

WHEREAS, the City of Chandler adopted Ordinance No. 4642 for the purpose of preventing and deterring underage drinking in the community by promoting social responsibility within the community and penalizing social hosting of parties that facilitated or allowed underage drinking;

WHEREAS, the City Council now seeks to replace Ordinance No. 4642 with an unruly gathering ordinance that not only addresses underage drinking but all behaviors that threaten the peace, health, safety, or welfare of the general public; and

WHEREAS, the City Council wishes to promote the safety of individuals attending gatherings held at private residences by assuring that responsible person(s) are held civilly and criminally responsible for such unruly gatherings that jeopardize the welfare of the community.

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

Section 1. That certain document entitled “Full Repeal and Replacement of Section 11-16, Providing a location for an unlawful minor party/gathering prohibited, Retitling Section 11-16 as Unruly gathering,” one paper copy and one electronic copy of which shall remain on file in the office of the City Clerk, is hereby declared to be a public record.

Section 2. That the Chandler City Code is hereby amended by adoption of the amendments set forth in, “Full Repeal and Replacement of Section 11-16, Providing a location for an unlawful minor party/gathering prohibited, Retitling Section 11-16 as Unruly gathering,” said document having been declared to be a public record.

Section 3. 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 4. 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 5. Providing for Penalties

Unless otherwise designated, a violation of this ordinance is a civil infraction subject to the provisions of Section 1-8.7 of the Chandler City Code. Any person who commits a violation which has been designated a civil infraction after previously having been found responsible for committing a civil infraction within any eighteen-month period, whether by admission, by payment of the fine, by default, or judgment after hearing, shall be guilty of a Class 1 misdemeanor and subject to the penalty provisions of 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 _____, 2024.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2024.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5096 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

HL

Published:

Full Repeal and Replacement of Section 11-16, Providing a location for an unlawful minor party/gathering prohibited, Retitling Section 11-16 as Unruly gathering.

{Public Record for Ordinance No. 5096}

Chapter 11 of the Chandler City Code, Curfew, Graffiti, Smoking and Miscellaneous Offenses; Section 11-16, Providing a location for an unlawful minor party/gathering prohibited, is hereby repealed in its entirety, and replaced with Section 11-16 Retitled as, Unruly gathering, as follows:

11-16 Unruly gathering.

11-16.1 The City Council finds and determines it is a public nuisance for any Responsible Persons(s), social hosts or property Owner(s) to permit, allow or host an Unruly Gathering on residential property (or other private real property under his or her ownership or control) as defined herein.

11-16.2 Definitions. For this section, the following terms shall have the meanings respectively ascribed to them herein unless the context requires otherwise:

1. *Illegal Drugs* means a drug or substance the possession and use of which is prohibited under Title 13 of the Arizona Revised Statutes. The term does not include any drug or substance for which a person has a valid prescription issued by a licensed medical practitioner authorized to issue such a prescription or is otherwise authorized by law.
2. *Juvenile* means a minor under the age of eighteen (18) years.
3. *Minor* means any person under the age of twenty-one (21) years.
4. *Owner* means any person or legal entity that owns a property or has charge, care or control of a property as a legal owner.
5. *Premises* means any private or public property that is the site of an Unruly Gathering. For residential properties, Premises may include the dwelling unit, units, or other common areas where the Unruly Gathering occurs.
6. *Responsible Person* means any person in attendance at an Unruly Gathering including any Owner, occupant tenant, or tenant's guest or any sponsor, host or organizer of a social activity or special occasion or Owner that was aware of the social activity or special occasion constituting the Unruly Gathering, even if such person is not in attendance, or any Owner who had been notified that an Unruly Gathering had previously occurred on the same Premises within 180 days prior to a subsequent Unruly Gathering. If such person is a Juvenile, the term Responsible Person includes, in addition to the Juvenile, the Juvenile's parents or guardians. Responsible Person does not include Owners or persons in charge of the Premises where an Unruly Gathering takes place if the persons in attendance obtained

use of the Premises through illegal entry or trespassing. A person need not be present at the time of the party, gathering or event to be deemed responsible.

7. *Spirituos Liquor* shall have the same meaning as defined in A.R.S. § 4-101(38).
8. *Unruly Gathering* means a gathering of persons on any private or public property, including property used to conduct business, which constitutes a threat to the public peace, health, safety or general welfare including, but not limited to: excessive noise (meaning noise witnessed and reasonably evaluated by a police officer and/or by a code enforcement officer as disturbing the peace and quiet enjoyment of people working or living in the vicinity of the Premises), impeding traffic, obstruction of streets by crowds or vehicles, use or possession of Illegal Drugs, drinking alcohol in public areas, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and/or littering.

11-16.3 Unruly gathering.

1. It shall be unlawful for a Responsible Person to intentionally, knowingly, or recklessly permit an Unruly Gathering.
2. On any response to an Unruly Gathering, the Responsible Person(s) in violation of this section may be charged with a Class 1 misdemeanor if any of the following are found or occur on the Premises or if the Owner had notice that an Unruly Gathering had previously occurred on the Premises within the prior one hundred and eighty days (180) days:
 - i. Minor in possession of alcohol.
 - ii. Minor in consumption of alcohol.
 - iii. Illegal Drugs.
 - iv. Any act designated a felony in the Arizona Revised Statutes; or
 - v. Physical altercation(s) that result in injury.

11-16.4 Unruly gathering response. A police officer may abate an Unruly Gathering by reasonable means including, but not limited to, citation or arrest of violators under applicable ordinances or state statutes and dispersing any remaining gathered participants. Any participant who is not a resident of the Premises and who fails to disperse following a lawful order from a police officer pursuant to this section may be deemed a Responsible Person and cited for an Unruly Gathering.

11-16.5 Penalties. Unless otherwise designated, a violation of this section is a civil infraction subject to the provisions of Section 1-8.7 of this Code. Any person who commits a violation which has been designated a civil infraction after previously having been found responsible for committing a civil infraction within any eighteen-month period, whether by admission, by payment of the fine, by default, or judgment after hearing, shall be guilty of a Class 1 misdemeanor and subject to the penalty provisions of Section 1-8 of this Code.



City Council Memorandum Law Memo No. LAW24-02

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Kelly Y. Schwab, City Attorney
Bryan Chapman, Police Chief
Melissa Deanda, Assistant Police Chief
From: Tawn Kao, Assistant City Attorney
Subject: Final Adoption of Ordinance No. 5097, Amending Chapter 11 of the Code of the City of Chandler by Adding Section 11-18 "Brass Knuckles"

Proposed Motion:

Move City Council adopt Ordinance No. 5097, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by adding Section 11-18 "Brass Knuckles"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

Background:

Currently, it is legal in the State of Arizona to sell or possess brass knuckles or other knuckles made of metal. The City Council of the City of Chandler desires to address teen violence and behaviors that threaten the peace, health, safety, or welfare of the general public. Brass knuckles are used mainly, if not solely, for aggressive fighting with the intent to cause injuries. The intent of this ordinance is to aid the prevention of teen violence through prohibiting the sale, gifting, or possession of brass knuckles or other knuckles made of metal by minors.

On April 4, 2024, Council held a work session to discuss this proposed ordinance and directed staff to schedule it for a vote on the May 9, 2024, regular meeting agenda.

Discussion:

Ordinance No. 5097 will make it unlawful for a minor to possess brass knuckles or other knuckles of metal, as well as for any person to sell, give away, or to have in their possession for the purpose of sale or giving away, or to display for sale or giving away, any brass knuckles or other knuckles of metal to a minor. A minor is defined under Chapter 11 of the Chandler City Code as any person under the age of twenty-one (21) years.

A violation of Ordinance No. 5097 shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code.

Ordinance No. 5097 was introduced and tentatively adopted on May 9, 2024

Financial Implications:

There are no financial implications.

Attachments

Ordinance No. 5097 - Brass Knuckles

ORDINANCE NO. 5097

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 11 CURFEW GRAFFITI, SMOKING AND MISCELLANEOUS OFFENSES, BY ADDING SECTION 11-18, BRASS KNUCKLES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR PENALTIES.

WHEREAS, the Chandler City Council seeks to address all behaviors that threaten the peace, health, safety, or welfare of the general public; and

WHEREAS, brass or metal knuckles are used mainly if not solely for aggressive fighting with the intent to cause injuries; and

WHEREAS, the prevention of teen violence through the prohibition of sale, gift, or possession of brass knuckles or other knuckles of metal by minors is in the best interest of the residents of the City of Chandler and aimed at reducing or preventing teen violence.

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

Section 1. That the Chandler City Code, Chapter 11 Curfew Graffiti, Smoking and Miscellaneous Offenses, is hereby amended adding Section 11-18 Brass Knuckles (additions in ALL CAPS, deletions in strikeout):

11-18. BRASS KNUCKLES

IT SHALL BE UNLAWFUL FOR A MINOR TO POSSESS BRASS KNUCKLES OR OTHER KNUCKLES OF METAL. IT SHALL BE UNLAWFUL FOR ANY PERSON TO SELL, GIVE AWAY OR TO HAVE IN THEIR POSSESSION FOR THE PURPOSE OF SALE OR GIVING AWAY, OR TO DISPLAY FOR SALE OR GIVING AWAY ANY BRASS KNUCKLES OR OTHER KNUCKLES OF METAL TO A MINOR.

Section 2. 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 3. 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 5. 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 1-8.3 of the Chandler City Code.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2024.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5097 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY 

Published:



City Council Memorandum Police Memo No. 24-035

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Melanie Smith, Senior Management Analyst
Subject: Resolution No. 5808 Fentanyl Prosecution, Diversion and Testing Funding Program Grant

Proposed Motion:

Move City Council pass and adopt Resolution No. 5808 accepting a grant award from the State of Arizona Department of Public Safety Fentanyl Prosecution, Diversion and Testing Funding Program in the amount of \$152,527.49 and authorizing the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such program.

Background/Discussion:

The Chandler Police Department was awarded \$152,527.49 from the State of Arizona through the Department of Public Safety (DPS) FY24 Fentanyl Prosecution, Diversion and Testing Fund Award. The award provides funding to assist eligible state, local and tribal units of government responding to the fentanyl crisis.

The Police Department applied for funds to purchase four handheld drug analyzers (TruNarc). TruNarc analyzers identify more than 530 of the highest priority illicit and abused narcotics in a single drug test. They can also scan directly through plastic or glass for most drug test samples to minimize contamination, reduce exposure and preserve evidence. The Police Department was previously awarded grant funds from the Gila River Indian Community in June 2023 for purchase of TruNarc devices and has been satisfied with their performance.

The analyzers will extend the Police Department's current field drug testing program, reducing the overall requests for drug analysis and allowing for a greater capacity of fentanyl cases to be analyzed in the laboratory. The Police Department currently utilizes two TruNarc devices, one in the field and one in the laboratory. This award will allow the department to have a total of five devices for field use.

Financial Implications:

No matching funds are required for this grant.

Attachments

Agreement

Resolution No 5808

**AGREEMENT REGARDING
FENTANYL PROSECUTION, DIVERSION AND TESTING**

This Agreement is entered into between the State of Arizona through the Department of Public Safety, hereinafter referred to as "DPS", and the City of Chandler through the Chandler Police Department, hereinafter referred to as "CPD".

The purpose of this Agreement shall be to enhance law enforcement services concerning criminal activities associated with the investigation, testing, and prosecution or diversion of crimes involving A.R.S. §13-3408 through the cooperative efforts of the parties to this Agreement.

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

This agreement provides Fiscal Year 2024 (July 1, 2023, through June 30, 2024) Fentanyl Prosecution, Diversion and Testing funding up to \$152,527 for the purchase of four (4) handheld drug analyzers for the use of testing for fentanyl.

Quarterly, the CPD will report statistical activity and progress for agreed upon performance measures (see attached *Addendum #1*). Additionally, ongoing information exchange and intelligence sharing will occur between CPD and DPS.

II. REIMBURSEMENT

DPS agrees to reimburse CPD for the purchase of four (4) handheld drug analyzers at a cost of up to \$152,527 to be used for the testing and identification of fentanyl.

Evidence of expenditures shall be provided by June 30 or as soon as practicable, for the fiscal year just ended. Quarterly statistical reports shall be provided on the same schedule as the expenditure information.

III. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages because of termination under this paragraph.

IV. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2023-001, which mandates that all persons, regardless of race, color, religion, sex, age national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws,

rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

V. INDEMNIFICATION

Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “indemnatee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VI. RECORDKEEPING

All records regarding the Agreement, including officers’ time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

VII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the Agreement.

VIII. ARBITRATION

The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

IX. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained, shall be retroactive to July 1, 2023, and shall expire on June 30, 2024. If funds are not allocated to support this agreement, DPS will provide written notice to CPD notifying them of termination of funding and cancellation of the Agreement.

X. CANCELLATION

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XI. TERMINATION

Either party may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the Agreement will be provided by mail to:

Phil L. Case, Budget Officer
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1330
Phoenix, Arizona 85005-6638

Bryan Chapman, Chief of Police
Chandler Police Department
250 E. Chicago St.
Chandler, AZ 85225

XII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

By: _____
Jeffrey Glover, Colonel
Director

Date: _____

CITY OF CHANDLER

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney *EPW*

(ADDENDUM #1)
PERFORMANCE MEASURES
CHANDLER POLICE DEPARTMENT
FENTANYL PROSECUTION, DIVERSION AND TESTING

The quarterly statistics required by section II are:

STATISTICS	Fiscal Year-to-Date	Prior Quarter	Current Quarter
Currency (\$'s)			
Prohibited Possessors (#)			
Fentanyl (lbs.)			
Unknown/Other Drugs (lbs.)			
Seized Weapons (#)			
Stolen Vehicles (#)			
Felony Arrests (#)			
Misdemeanor Arrests (#)			

The above statistics shall pertain to work produced by the resources provided by this Agreement.

RESOLUTION NO. 5808

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CHANDLER AND THE DEPARTMENT OF PUBLIC SAFETY FOR THE FENTANYL PROSECUTION, DIVERSION AND TESTING FUND.

WHEREAS, Department of Public Safety wishes to enter into an IGA with the City of Chandler for award of the FY2024 Fentanyl Prosecution, Diversion and Testing fund; and

WHEREAS, the City of Chandler, through its Police Department, wishes to accept the award through the IGA with the Department of Public Safety.

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

Section I. THAT approval is granted for the Chandler Police Department to participate in the Department of Public Safety IGA.

Section II. THAT the Chief of Police is authorized to sign the IGA and any Amendments and is appointed agent for the City of Chandler to administer, execute and submit all documents and any other necessary instruments in connection with said program.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of May, 2024.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5808 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the ____ day of May, 2024.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *EPW*

**City Council Memorandum Public Works & Utilities Memo No. RE24-103**

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works & Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Erich Kuntze, Real Estate Administrator
Subject: SRP Amazon Easement for Electric Vehicle Charging Stations

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5098 granting a Non-Exclusive Underground High Voltage Power Easement to SRP, in consideration for the payment of \$18,500.00 to accommodate the installation of electric vehicle charging stations on the Amazon site at 3405 S. McQueen Road, Chandler, Arizona.

Background:

Amazon plans to install electric vehicle charging stations at its Chandler facility located at 3405 S. McQueen Road. To accommodate the installation of these facilities, it is necessary for the City of Chandler to grant SRP a non-exclusive underground high-power easement along and across portions of Airport Boulevard south of Queen Creek Road, allowing additional power capacity to the site. Amazon has agreed to pay the City \$18,500 for the easement. The value of the easement was determined by an appraisal performed by SRP.

Staff has reviewed and approved the easement document, valuation, and legal descriptions.

Attachments

Ordinance No, 5098
Location Map

Exhibit B - Easement

ORDINANCE NO. 5098

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA GRANTING A NON-EXCLUSIVE UNDERGROUND HIGH VOLTAGE POWER EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT IN CONSIDERATION FOR THE PAYMENT OF EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$18,500.00), BY AMAZON, TO ACCOMMODATE THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS ON THE AMAZON SITE AT 3405 S. MCQUEEN ROAD, CHANDLER, ARIZONA.

WHEREAS, Amazon is adding electric vehicle charging stations to its site located at 3405 S. McQueen Road in Chandler, Arizona; and

WHEREAS, in order to accommodate the installation and these vehicle charging stations, Salt River Project Agricultural and Power District ("SRP") requires a Non-Exclusive Underground High Voltage Power Easement in order to provide additional electrical capacity to the Amazon site; and

WHEREAS, the City of Chandler is willing to grant the non-exclusive High Voltage Power Easement to SRP, in consideration of the payment of Eighteen Thousand Five Hundred and no/100ths Dollars (\$18,500.00), to accommodate this improvement to the Amazon site.

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

Section 1. That the City Council of the City of Chandler, Arizona, in consideration of the payment of Eighteen Thousand Five Hundred and no/100ths Dollars (\$18,500.00), authorizes and approves the granting of a non-exclusive Underground High Voltage Power Easement to SRP, under and across that certain property legally described and depicted in Exhibit "A" attached hereto and made a part hereof by this reference.

Section 2. That the granting of said non-exclusive utility easement shall be in a form approved by the City Attorney attached hereto as Exhibit "B".

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the easement and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2024.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5098 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY
DMG

Published in the Arizona Republic on:

EXHIBIT "A"
Legal Description

EXHIBIT "A"

SRP JOB NUMBER: T3527218

SRP JOB NAME: AMAZON DPX7 EV PRIMARY METER

TTRRSS: 02S05E14

DATE: 04-16-2024

PAGE: 1 OF 9

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED IN DOCUMENT 2006-0626729 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, BEING A BRASS CAP FLUSH, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 14, BEING A BRASS CAP FLUSH, BEARS NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 2647.39 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 603.34 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE SOUTH 51 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 124.50 FEET TO THE SOUTH LINE OF AN SALT RIVER PROJECT (SRP) EASEMENT AS DESCRIBED IN DOCUMENT 2011-0448954 MCR AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTH LINE OF SAID SRP EASEMENT, NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 8.00 FEET TO THE NORTHWEST CORNER OF AN 8.00 FOOT SRP EASEMENT AS DESCRIBED IN DOCUMENT 2011-0448956 MCR;

THENCE ALONG THE WESTERLY LIMITS OF SAID SRP EASEMENT, SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 28.51 FEET;

THENCE ALONG THE SOUTHERLY LIMITS OF SAID SRP EASEMENT, NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 39 DEGREES 35 MINUTES 14 SECONDS WEST, A DISTANCE OF 12.25 FEET;

THENCE SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 62.45 FEET;

THENCE NORTH 88 DEGREES 50 MINUTES 03 SECONDS EAST, A DISTANCE OF 86.00 FEET;

THENCE SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 88 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 86.00 FEET;

THENCE SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 34.03 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 350.00 FEET;

EXHIBIT "A"

SRP JOB NUMBER: T3527218

DATE: 04-16-2024

SRP JOB NAME: AMAZON DPX7 EV PRIMARY METER

PAGE: 2 OF 9

TTRRSS: 02S05E14

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 52 DEGREES 59 MINUTES 00 SECONDS, AN ARC LENGTH OF 323.66 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10 DEGREES 25 MINUTES 03 SECONDS, FOR AN ARC LENGTH OF 85.46 FEET;

THENCE SOUTH 49 DEGREES 05 MINUTES 16 SECONDS EAST, A DISTANCE OF 86.00 FEET;

THENCE SOUTH 40 DEGREES 54 MINUTES 44 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 49 DEGREES 05 MINUTES 16 SECONDS WEST, A DISTANCE OF 6.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 390.00 FEET WHICH BEARS SOUTH 49 DEGREES 40 MINUTES 31 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41 DEGREES 34 MINUTES 37 SECONDS, FOR AN ARC LENGTH OF 283.01 FEET;

THENCE SOUTH 01 DEGREES 15 MINUTES 09 SECONDS EAST, A DISTANCE OF 6.88 FEET TO THE SOUTHERLY BOUNDARY OF SAID PARCEL;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 88 DEGREES 45 MINUTES 09 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 09 SECONDS WEST, A DISTANCE OF 6.88 FEET TO THE BEGINNING OF CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 398.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41 DEGREES 35 MINUTES 20 SECONDS, FOR AN ARC LENGTH OF 288.89 FEET;

THENCE NORTH 49 DEGREES 05 MINUTES 16 SECONDS WEST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 478.00 FEET WHICH BEARS SOUTH 49 DEGREES 34 MINUTES 31 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11 DEGREES 23 MINUTES 05 SECONDS, FOR AN ARC LENGTH OF 94.98 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 342.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 52 DEGREES 59 MINUTES 00 SECONDS, FOR AN ARC LENGTH OF 316.26 FEET;

EXHIBIT "A"

SRP JOB NUMBER: T3527218

SRP JOB NAME: AMAZON DPX7 EV PRIMARY METER

TTRRSS: 02S05E14

DATE: 04-16-2024

PAGE: 3 OF 9

THENCE NORTH 01 DEGREES 09 MINUTES 57 SECONDS WEST, A DISTANCE OF 142.27 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 8207.80 SQUARE FEET, OR 0.20 ACRE, MORE OR LESS.

END OF DESCRIPTION

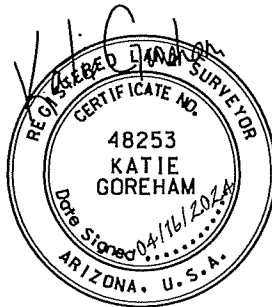
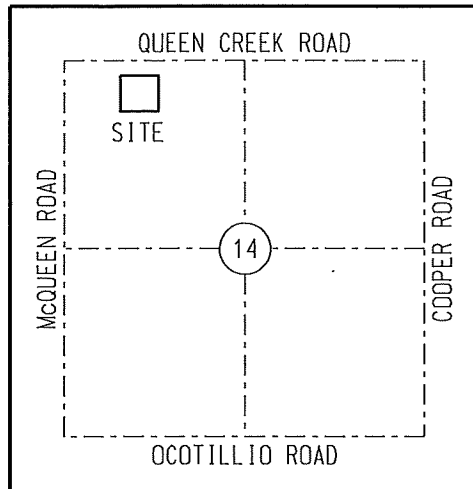


EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R5E
G&SRM

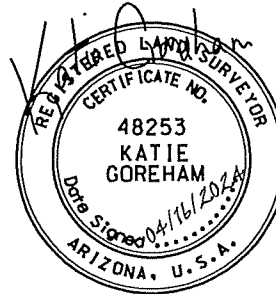
LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF EASEMENT
- EXISTING EASEMENT
- TIE LINE
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
LVI	LAST VISUAL INSPECTION
(M)	MEASURED
MCR	MARICOPA COUNTY RECORDER
NTS	NOT TO SCALE
SRP	SALT RIVER PROJECT

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.



CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

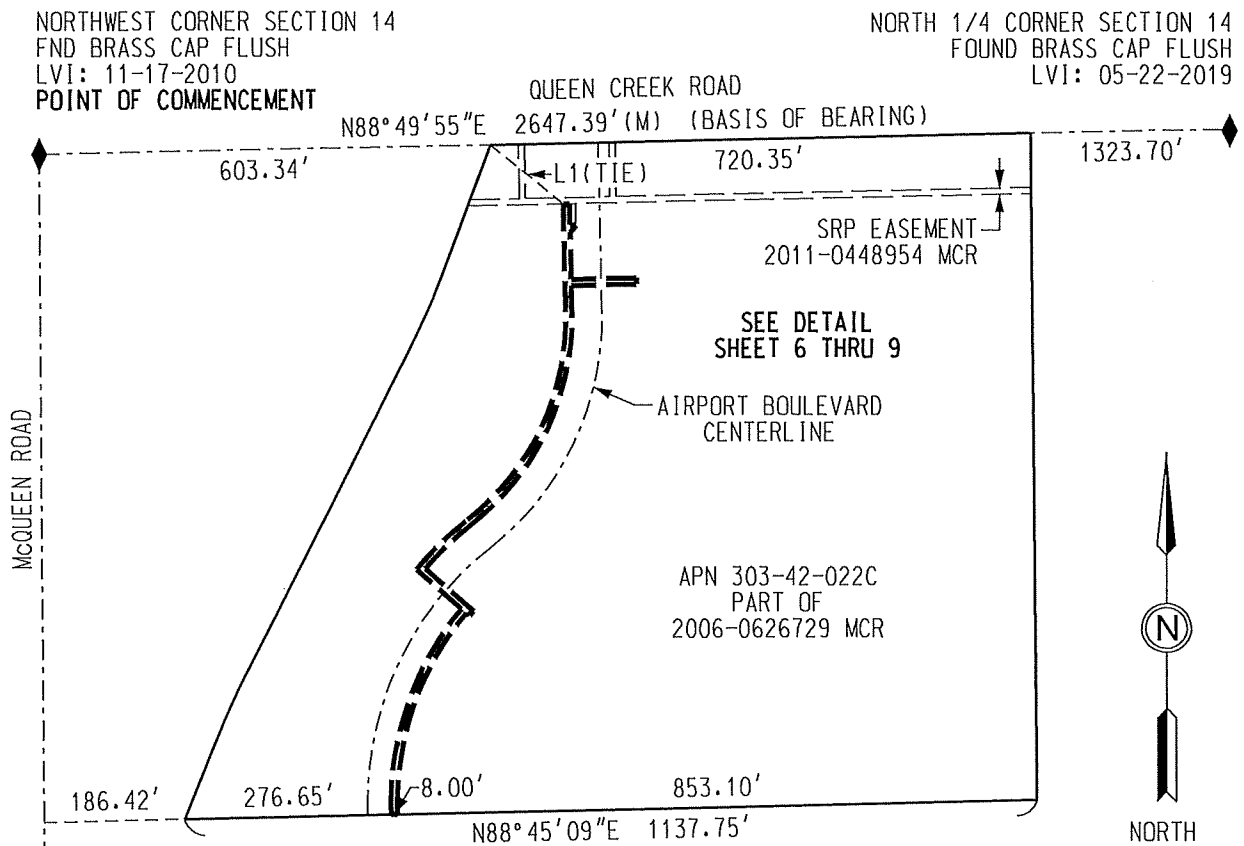


SURVEY DIVISION
LAND DEPARTMENT

I.O. NUMBER: T3527218	SCALE: NTS
L.J. NUMBER: 97686	SHEET: 4 OF 9
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON
DATE: 04-16-2024	JEP FIELD DATE: 03-15-2024

AMAZON DPX7 EV
PRIMARY METER
NW 1/4 SECTION 14
T.2 S., R.5 E.
8.1 SOUTH - 28.1 EAST

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S51°10'58"E	124.50'


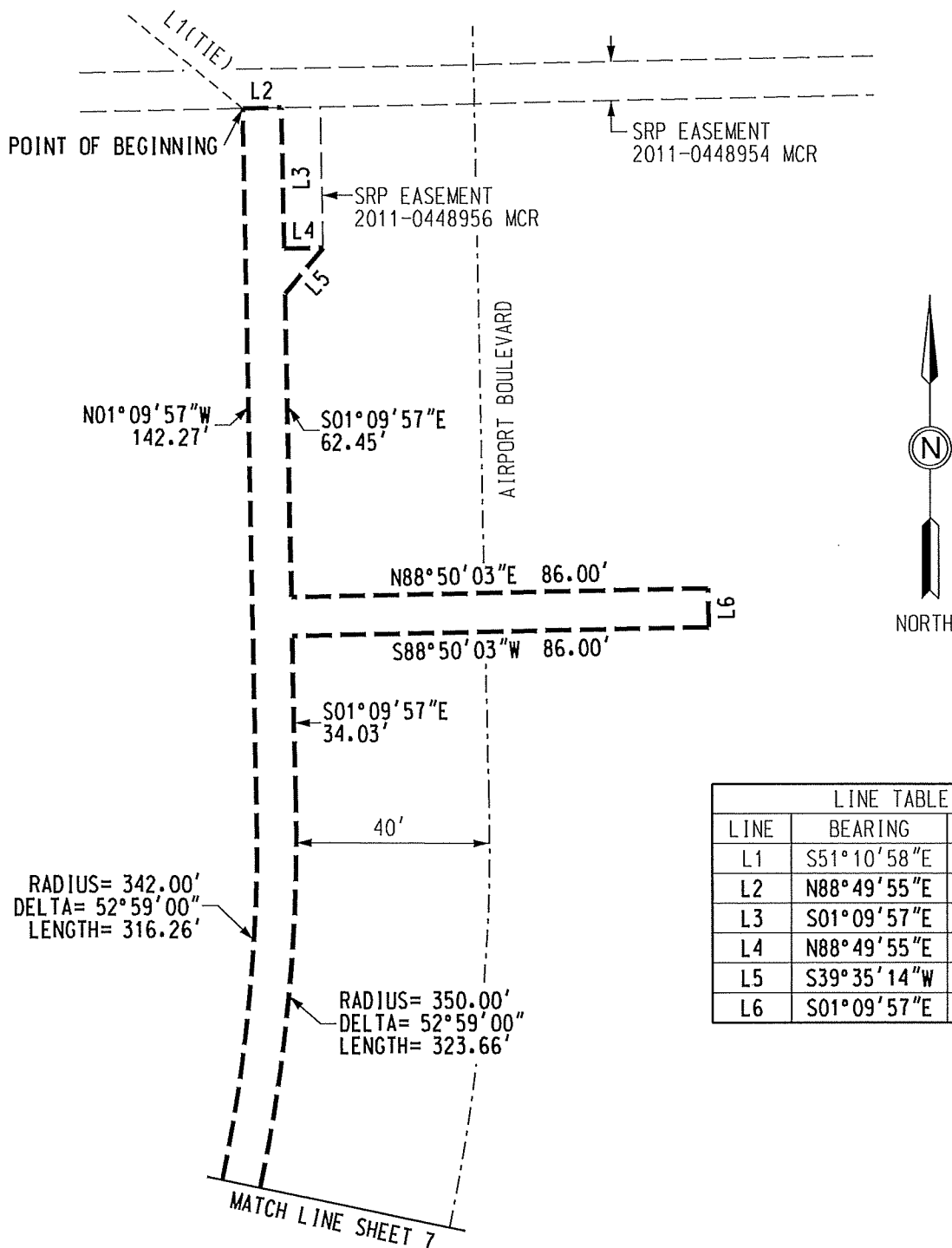
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT			 SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS		
L.J. NUMBER: 97686	SHEET: 5 OF 9		AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"		
DRAWN: TODARO	REVISION: 0		
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON		
DATE: 04-16-2024	JEP	FIELD DATE: 03-15-2024	

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S51°10'58"E	124.50'
L2	N88°49'55"E	8.00'
L3	S01°09'57"E	28.51'
L4	N88°49'55"E	8.00'
L5	S39°35'14"W	12.25'
L6	S01°09'57"E	8.00'

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

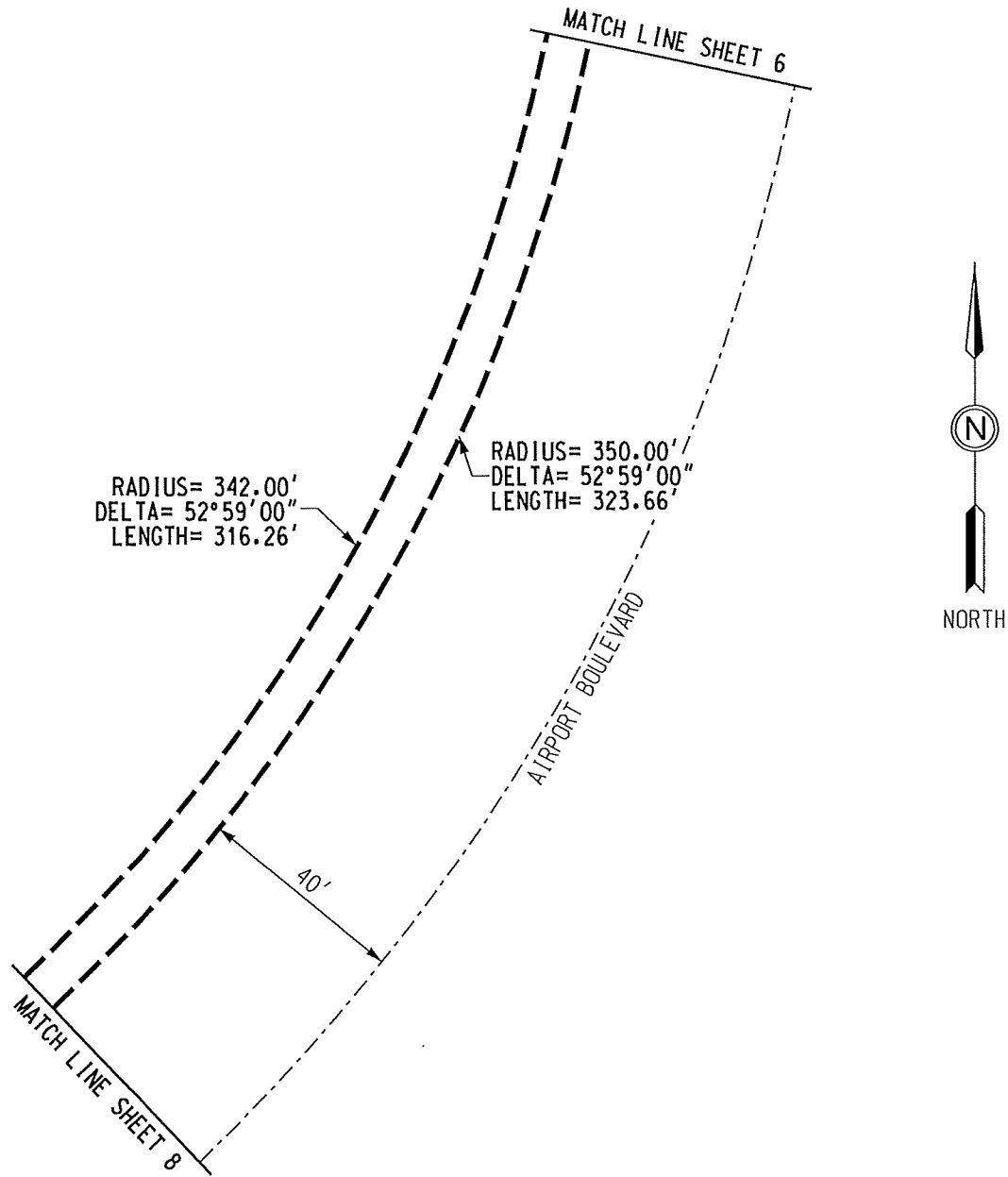


SURVEY DIVISION
LAND DEPARTMENT

I.O. NUMBER: T3527218	SCALE: NTS
L.J. NUMBER: 97686	SHEET: 6 OF 9
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON
DATE: 04-16-2024	JEP FIELD DATE: 03-15-2024

AMAZON DPX7 EV
PRIMARY METER
NW 1/4 SECTION 14
T.2 S., R.5 E.
8.1 SOUTH - 28.1 EAST

EXHIBIT "A"




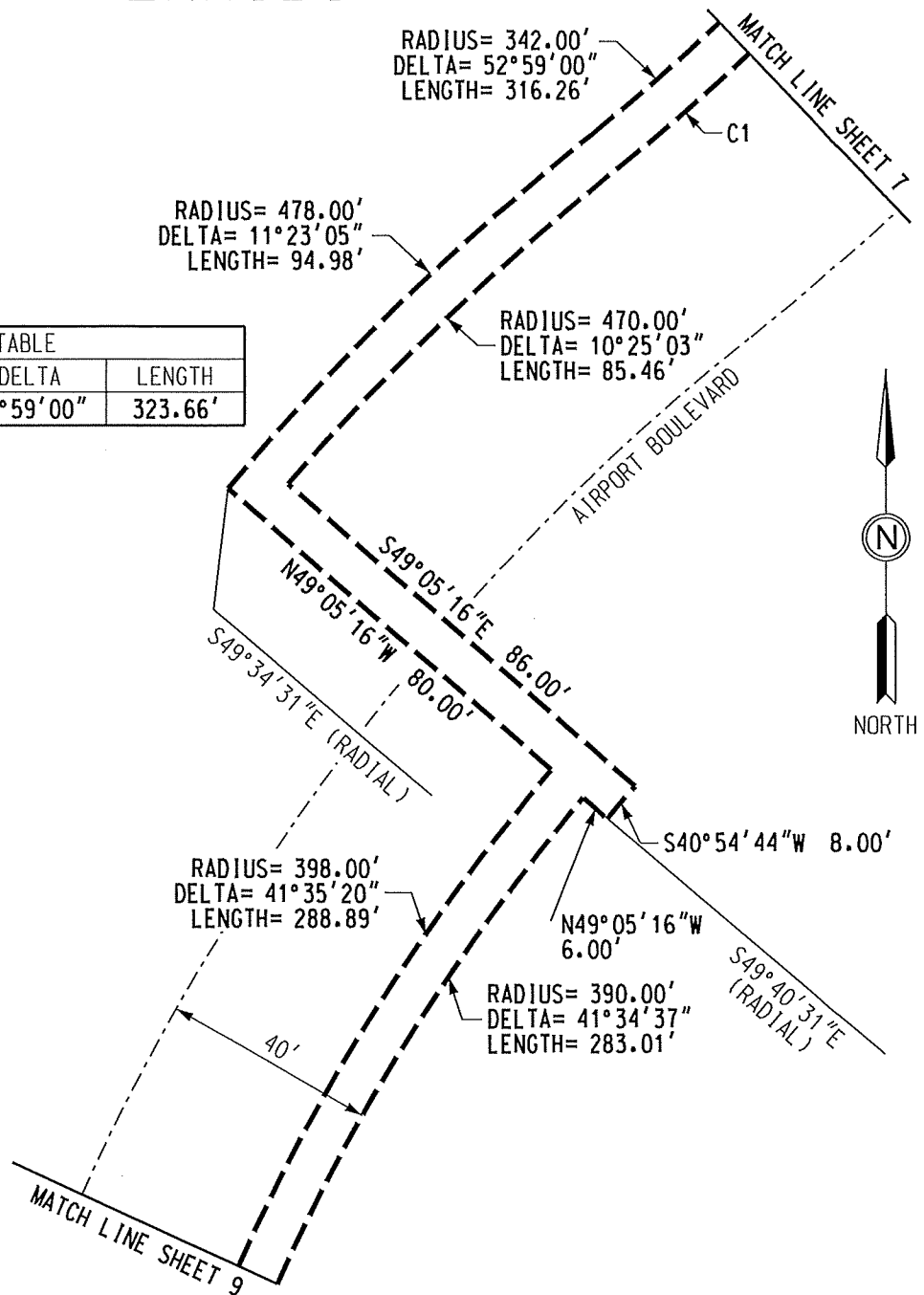
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS	
L.J. NUMBER: 97686	SHEET: 7 OF 9	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 04-16-2024	JEP FIELD DATE: 03-15-2024	

EXHIBIT "A"

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	350.00'	52°59'00"	323.66'




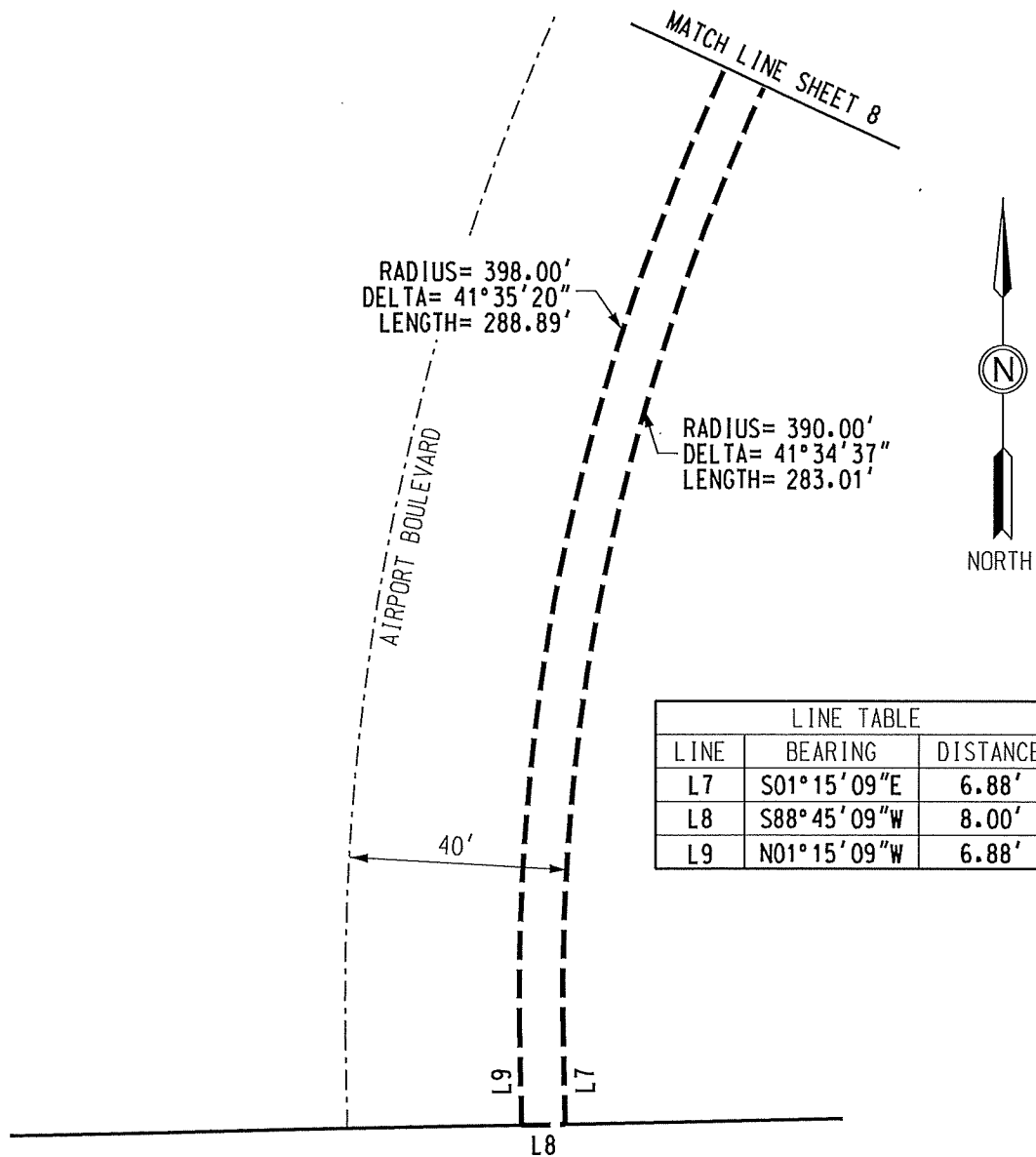
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS	
L.J. NUMBER: 97686	SHEET: 8 OF 9	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 04-16-2024	JEP FIELD DATE: 03-15-2024	

EXHIBIT "A"



SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



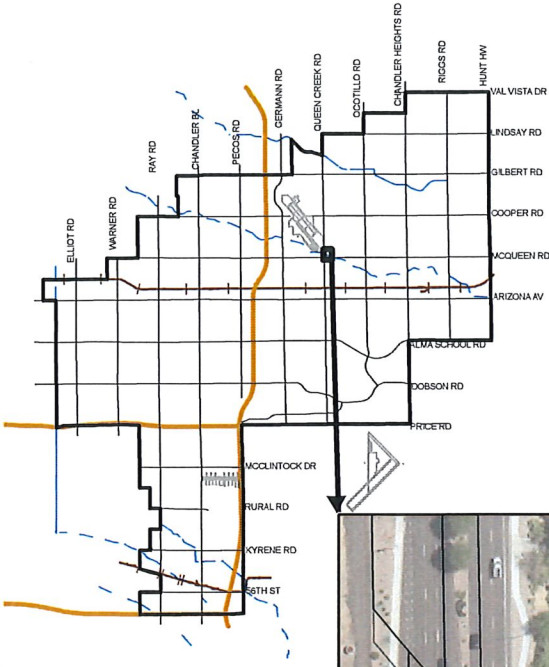
SURVEY DIVISION
LAND DEPARTMENT

I.O. NUMBER: T3527218	SCALE: NTS
L.J. NUMBER: 97686	SHEET: 9 OF 9
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON
DATE: 04-16-2024	JEP FIELD DATE: 03-15-2024

AMAZON DPX7 EV
PRIMARY METER
NW 1/4 SECTION 14
T.2 S., R.5 E.
8.1 SOUTH - 28.1 EAST



**INTRODUCTION AND TENTATIVE ADOPTION OF ORDINANCE
NO. 5098 GRANTING A NON-EXCLUSIVE UNDERGROUND
HIGH VOLTAGE POWER EASEMENT TO SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP),
IN CONSIDERATION FOR THE PAYMENT OF EIGHTEEN
THOUSAND FIVE HUNDRED AND NO/100THS (\$18,500.00)
DOLLARS, BY AMAZON, TO ACCOMMODATE THE INSTALLATION OF
ELECTRIC VEHICLE CHARGING STATIONS ON THE AMAZON SITE AT
3405 S. MCQUEEN ROAD, CHANDLER, ARIZONA**



MEMO NO. RE24-103


 **SRP EASEMENT**



EXHIBIT "B"
SRP Easement

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB 10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 303-42-022C
NW ¼, SEC. 14, T02S, R05E

Agt. CLB
Job # LJ97686/T3527218
W **CLB** C _____ JEP
R/W#

**THE CITY OF CHANDLER,
an Arizona municipal corporation**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Northwest quarter of Section 14, Township 02 South, Range 05 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in WARRANTY DEED Instrument 2006-0626729 records of Maricopa County, Arizona.

Easement Parcel:

See Exhibit "A" Attached Hereto and Made a Part Hereof

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. Promptly after discovering the construction or installation of any Facilities outside of the Easement Parcel, Grantee shall obtain Grantor's agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the "Amendment"). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.
4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.
6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.
7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.
8. Private Use. The provisions of this instrument are not intended to and do not constitute a public utility easement or any other grant, dedication, or conveyance for public use of the Easement Parcel.
9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this instrument.
10. Authority to Bind Grantor. The individual executing this instrument represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

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EXHIBIT "A"

SRP JOB NUMBER: T3527218

SRP JOB NAME: AMAZON DPX7 EV PRIMARY METER

TTRRSS: 02S05E14

DATE: 04-16-2024

PAGE: 1 OF 9

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED IN DOCUMENT 2006-0626729 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, BEING A BRASS CAP FLUSH, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 14, BEING A BRASS CAP FLUSH, BEARS NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 2647.39 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 603.34 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE SOUTH 51 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 124.50 FEET TO THE SOUTH LINE OF AN SALT RIVER PROJECT (SRP) EASEMENT AS DESCRIBED IN DOCUMENT 2011-0448954 MCR AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTH LINE OF SAID SRP EASEMENT, NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 8.00 FEET TO THE NORTHWEST CORNER OF AN 8.00 FOOT SRP EASEMENT AS DESCRIBED IN DOCUMENT 2011-0448956 MCR;

THENCE ALONG THE WESTERLY LIMITS OF SAID SRP EASEMENT, SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 28.51 FEET;

THENCE ALONG THE SOUTHERLY LIMITS OF SAID SRP EASEMENT, NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 39 DEGREES 35 MINUTES 14 SECONDS WEST, A DISTANCE OF 12.25 FEET;

THENCE SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 62.45 FEET;

THENCE NORTH 88 DEGREES 50 MINUTES 03 SECONDS EAST, A DISTANCE OF 86.00 FEET;

THENCE SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 88 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 86.00 FEET;

THENCE SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 34.03 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 350.00 FEET;

EXHIBIT "A"

SRP JOB NUMBER: T3527218

DATE: 04-16-2024

SRP JOB NAME: AMAZON DPX7 EV PRIMARY METER

PAGE: 2 OF 9

TTRRSS: 02S05E14

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 52 DEGREES 59 MINUTES 00 SECONDS, AN ARC LENGTH OF 323.66 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10 DEGREES 25 MINUTES 03 SECONDS, FOR AN ARC LENGTH OF 85.46 FEET;

THENCE SOUTH 49 DEGREES 05 MINUTES 16 SECONDS EAST, A DISTANCE OF 86.00 FEET;

THENCE SOUTH 40 DEGREES 54 MINUTES 44 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 49 DEGREES 05 MINUTES 16 SECONDS WEST, A DISTANCE OF 6.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 390.00 FEET WHICH BEARS SOUTH 49 DEGREES 40 MINUTES 31 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41 DEGREES 34 MINUTES 37 SECONDS, FOR AN ARC LENGTH OF 283.01 FEET;

THENCE SOUTH 01 DEGREES 15 MINUTES 09 SECONDS EAST, A DISTANCE OF 6.88 FEET TO THE SOUTHERLY BOUNDARY OF SAID PARCEL;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 88 DEGREES 45 MINUTES 09 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 09 SECONDS WEST, A DISTANCE OF 6.88 FEET TO THE BEGINNING OF CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 398.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41 DEGREES 35 MINUTES 20 SECONDS, FOR AN ARC LENGTH OF 288.89 FEET;

THENCE NORTH 49 DEGREES 05 MINUTES 16 SECONDS WEST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 478.00 FEET WHICH BEARS SOUTH 49 DEGREES 34 MINUTES 31 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11 DEGREES 23 MINUTES 05 SECONDS, FOR AN ARC LENGTH OF 94.98 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 342.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 52 DEGREES 59 MINUTES 00 SECONDS, FOR AN ARC LENGTH OF 316.26 FEET;

EXHIBIT "A"

SRP JOB NUMBER: T3527218

SRP JOB NAME: AMAZON DPX7 EV PRIMARY METER

TTRRSS: 02S05E14

DATE: 04-16-2024

PAGE: 3 OF 9

THENCE NORTH 01 DEGREES 09 MINUTES 57 SECONDS WEST, A DISTANCE OF 142.27 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS AN AREA OF 8207.80 SQUARE FEET, OR 0.20 ACRE, MORE OR LESS.

END OF DESCRIPTION

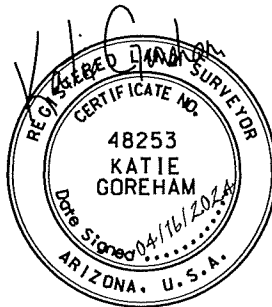
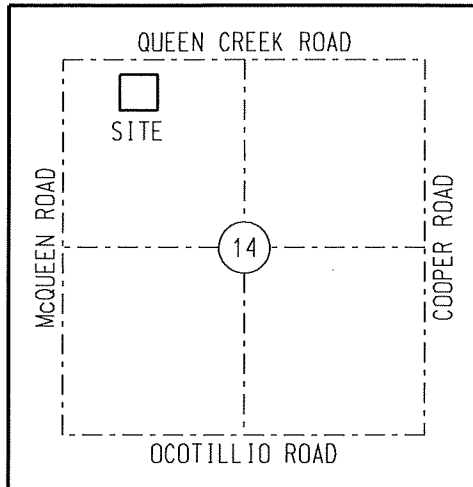


EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R5E
G&SRM

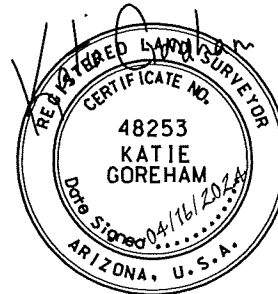
LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF EASEMENT
- EXISTING EASEMENT
- TIE LINE
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
LVI	LAST VISUAL INSPECTION
(M)	MEASURED
MCR	MARICOPA COUNTY RECORDER
NTS	NOT TO SCALE
SRP	SALT RIVER PROJECT

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.



CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

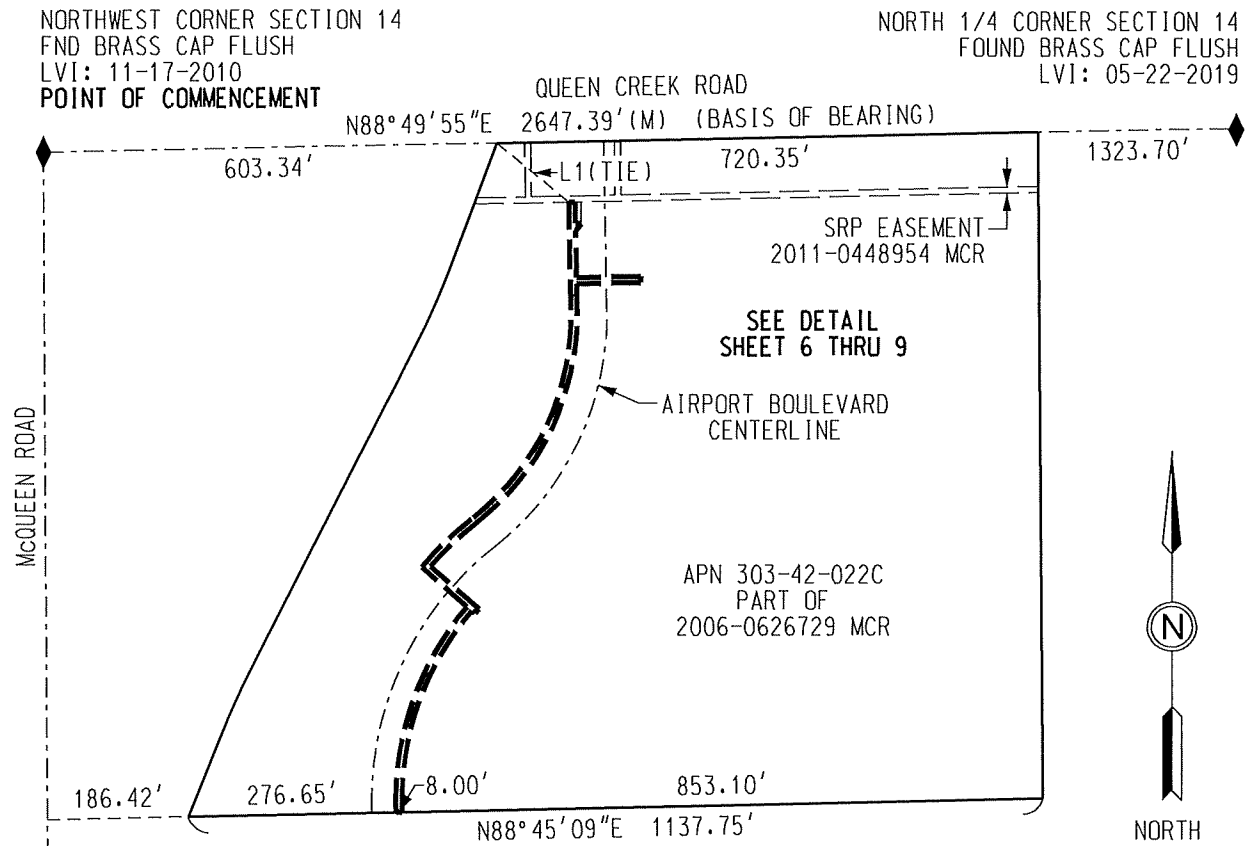


SURVEY DIVISION
LAND DEPARTMENT

I.O. NUMBER: T3527218	SCALE: NTS
L.J. NUMBER: 97686	SHEET: 4 OF 9
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON
DATE: 04-16-2024	JEP FIELD DATE: 03-15-2024

AMAZON DPX7 EV
PRIMARY METER
NW 1/4 SECTION 14
T.2 S., R.5 E.
8.1 SOUTH - 28.1 EAST

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S51°10'58"E	124.50'


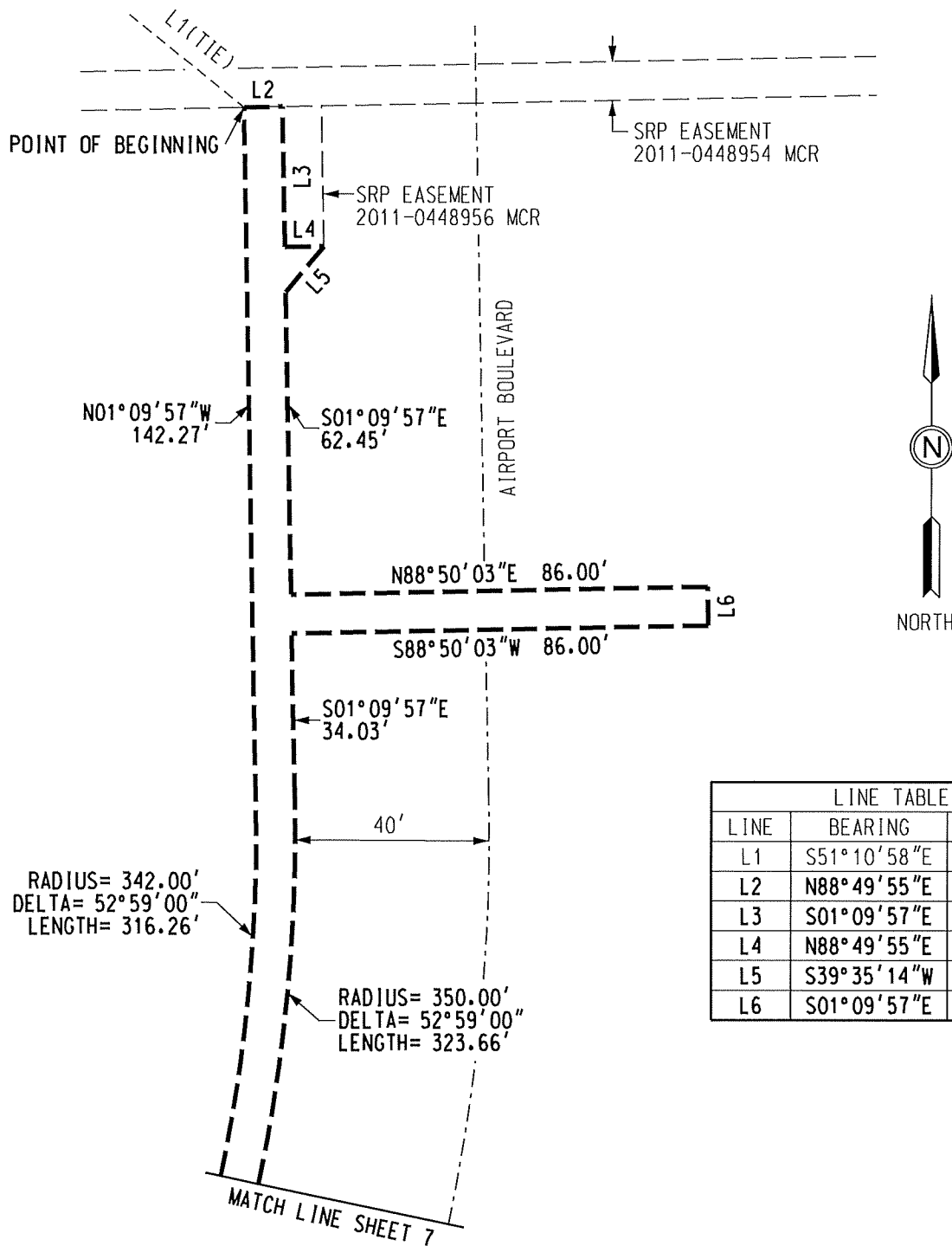
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS	
L.J. NUMBER: 97686	SHEET: 5 OF 9	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 04-16-2024	JEP FIELD DATE: 03-15-2024	

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	$S51^{\circ}10'58''E$	124.50'
L2	$N88^{\circ}49'55''E$	8.00'
L3	$S01^{\circ}09'57''E$	28.51'
L4	$N88^{\circ}49'55''E$	8.00'
L5	$S39^{\circ}35'14''W$	12.25'
L6	$S01^{\circ}09'57''E$	8.00'


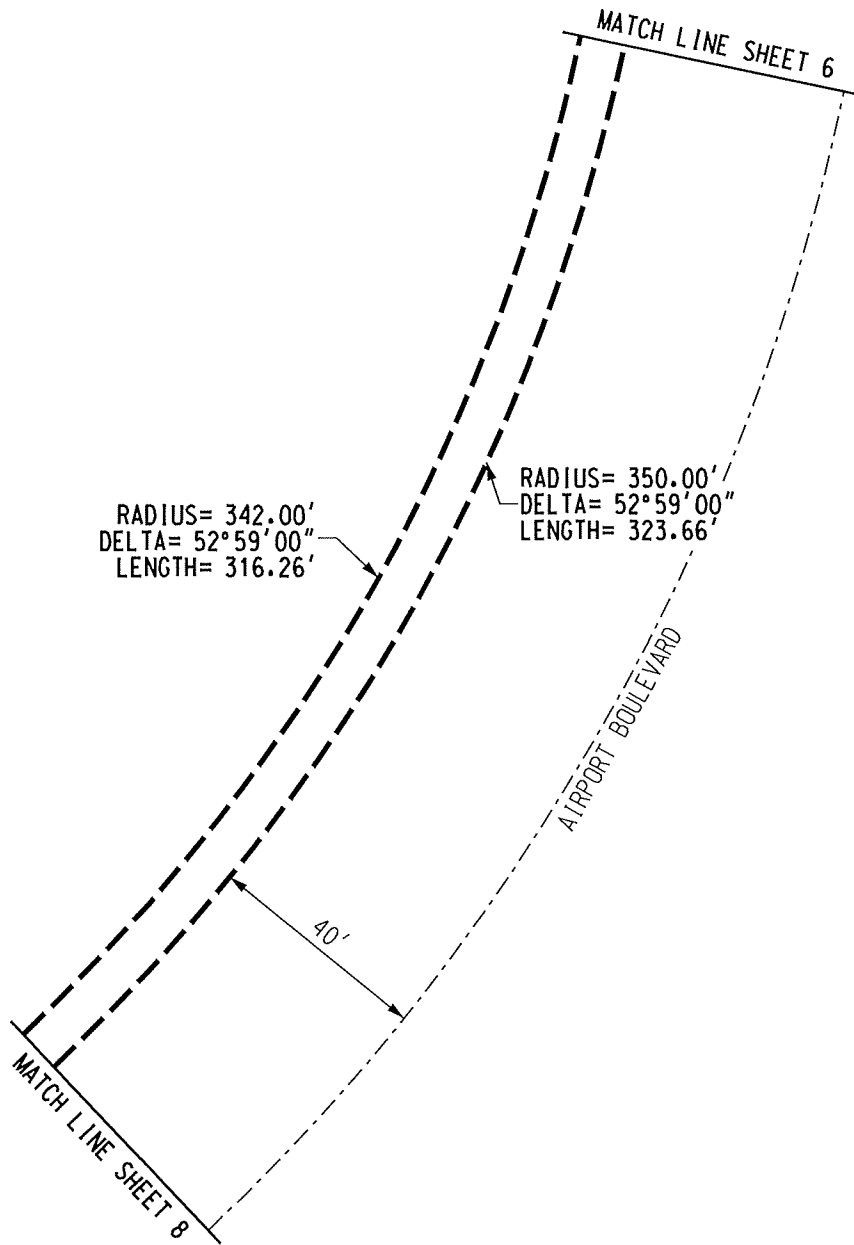
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS	
L.J. NUMBER: 97686	SHEET: 6 OF 9	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 04-16-2024	JEP FIELD DATE: 03-15-2024	

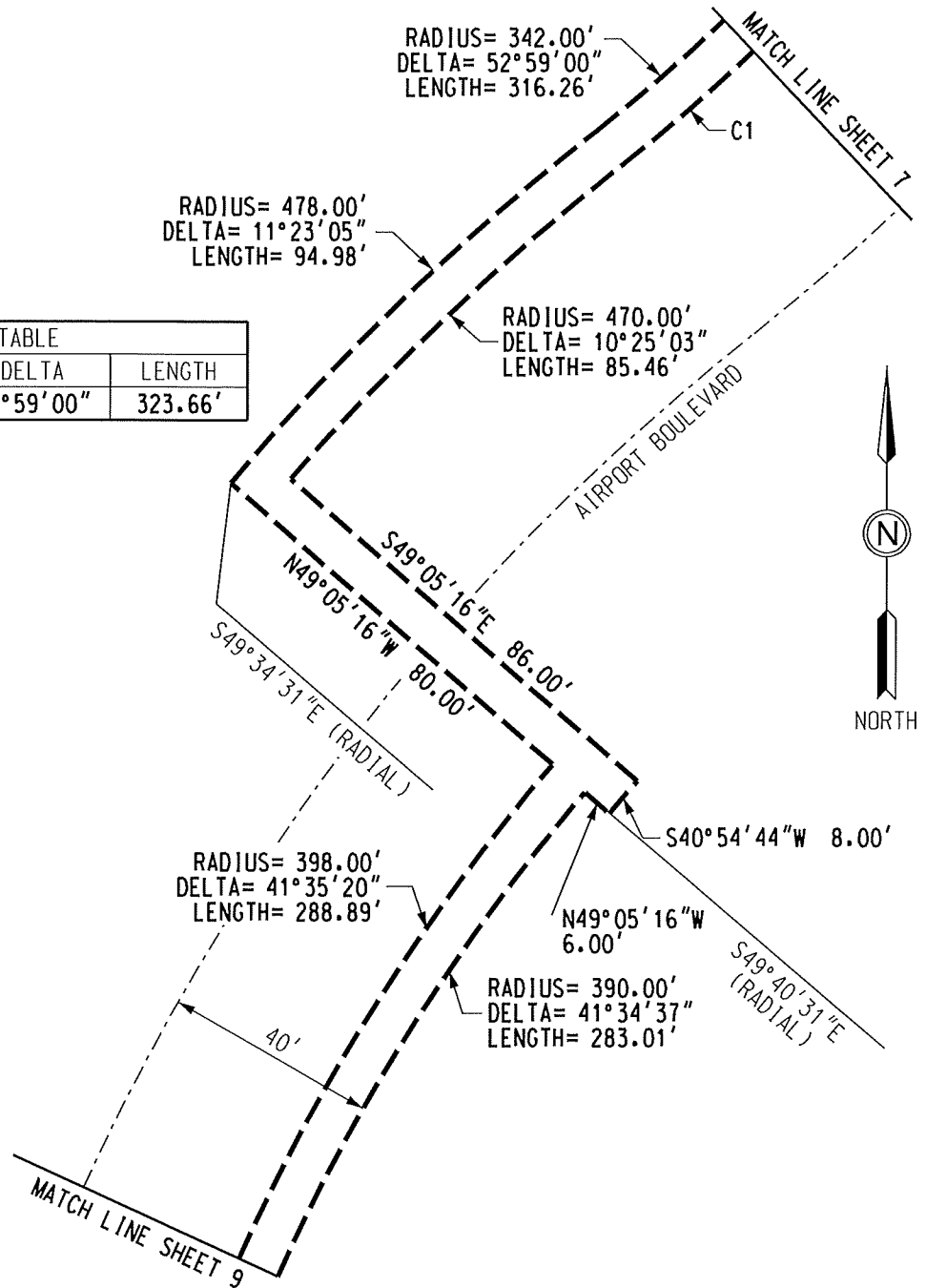
EXHIBIT "A"



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT	
I.O. NUMBER: T3527218	SCALE: NTS	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST	
L.J. NUMBER: 97686	SHEET: 7 OF 9		
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"		
DRAWN: TODARO	REVISION: 0		
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON		
DATE: 04-16-2024	JEP FIELD DATE: 03-15-2024		

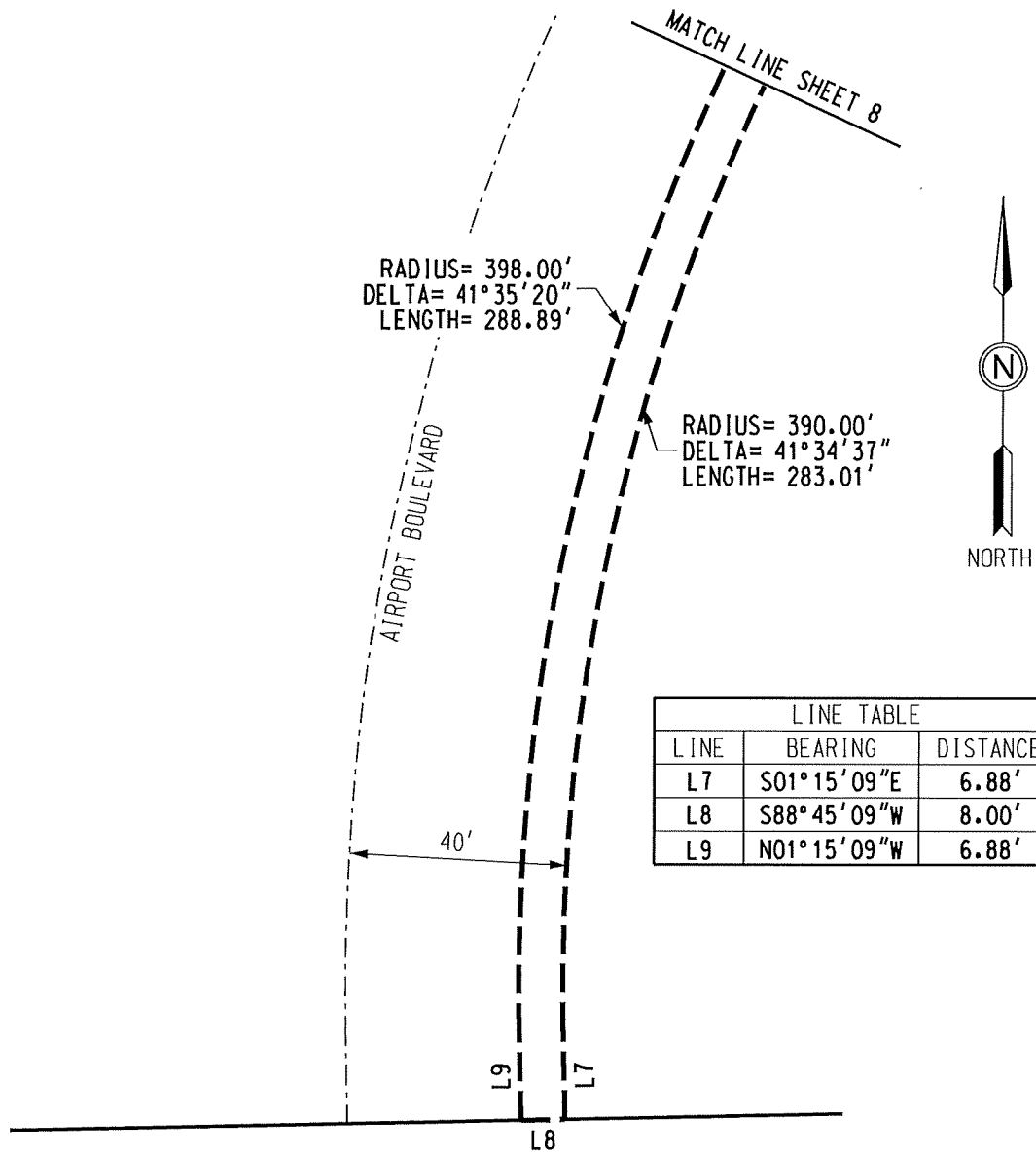
EXHIBIT "A"


CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	350.00'	52°59'00"	323.66'



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT	
I.O. NUMBER: T3527218	SCALE: NTS	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST	
L.J. NUMBER: 97686	SHEET: 8 OF 9		
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"		
DRAWN: TODARO	REVISION: 0		
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON		
DATE: 04-16-2024	JEP FIELD DATE: 03-15-2024		

EXHIBIT "A"



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS	
L.J. NUMBER: 97686	SHEET: 9 OF 9	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 04-16-2024	JEP FIELD DATE: 03-15-2024	



City Council Memorandum Public Works & Utilities Memo No. CP24-141

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Alyssa Siqueiros, Construction/Design Project Manager
Subject: Professional Services Agreement No. ST2403.101, with Kimley-Horn and Associates, Inc., for the McQueen Road Improvements (Warner Road to Pecos Road) Pre-Design Services

Proposed Motion:

Move City Council award Professional Services Agreement No. ST2403.101, to Kimley-Horn and Associates, Inc., for the McQueen Road Improvements (Warner Road to Pecos Road) Pre-Design Services, in an amount not to exceed \$328,565.

Background/Discussion:

The McQueen Road Improvements Project consists of widening McQueen Road from four through lanes to six through lanes between Warner and Pecos roads, as detailed in the 2019 Transportation Master Plan. The project is planned to be completed in three one-mile phases in the Capital Improvement Program (CIP), with a pre-design study to be completed first.

This agreement will conduct a total corridor assessment of McQueen Road from Warner to Pecos roads to determine the optimal centerline alignment to minimize land acquisition requirements and develop project cost estimates for CIP budgeting. The project will also result in a Project Assessment Report following Arizona Department of Transportation formatting so the city can pursue federal funding for the future phases of the project. In addition to the road widening, the following improvements will be assessed: bike lanes, sidewalks, curb and gutter, streetlights, traffic signals, landscape, utility relocations, and other infrastructure updates.

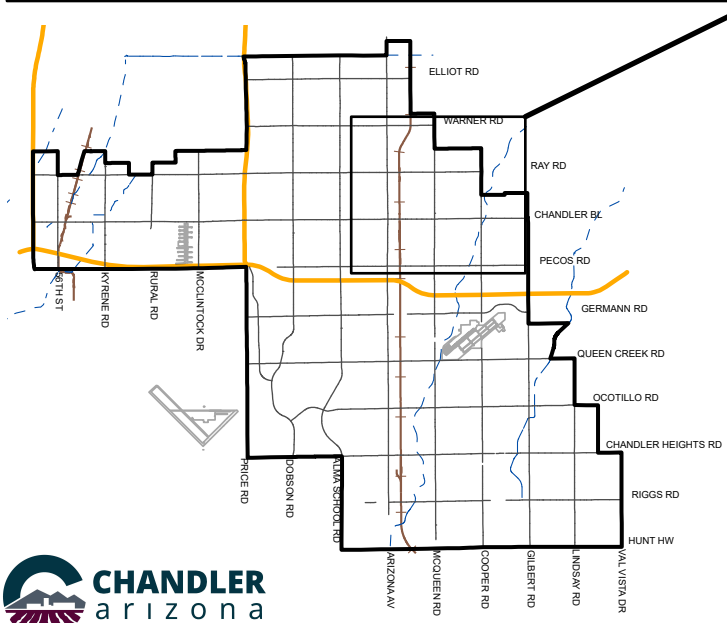
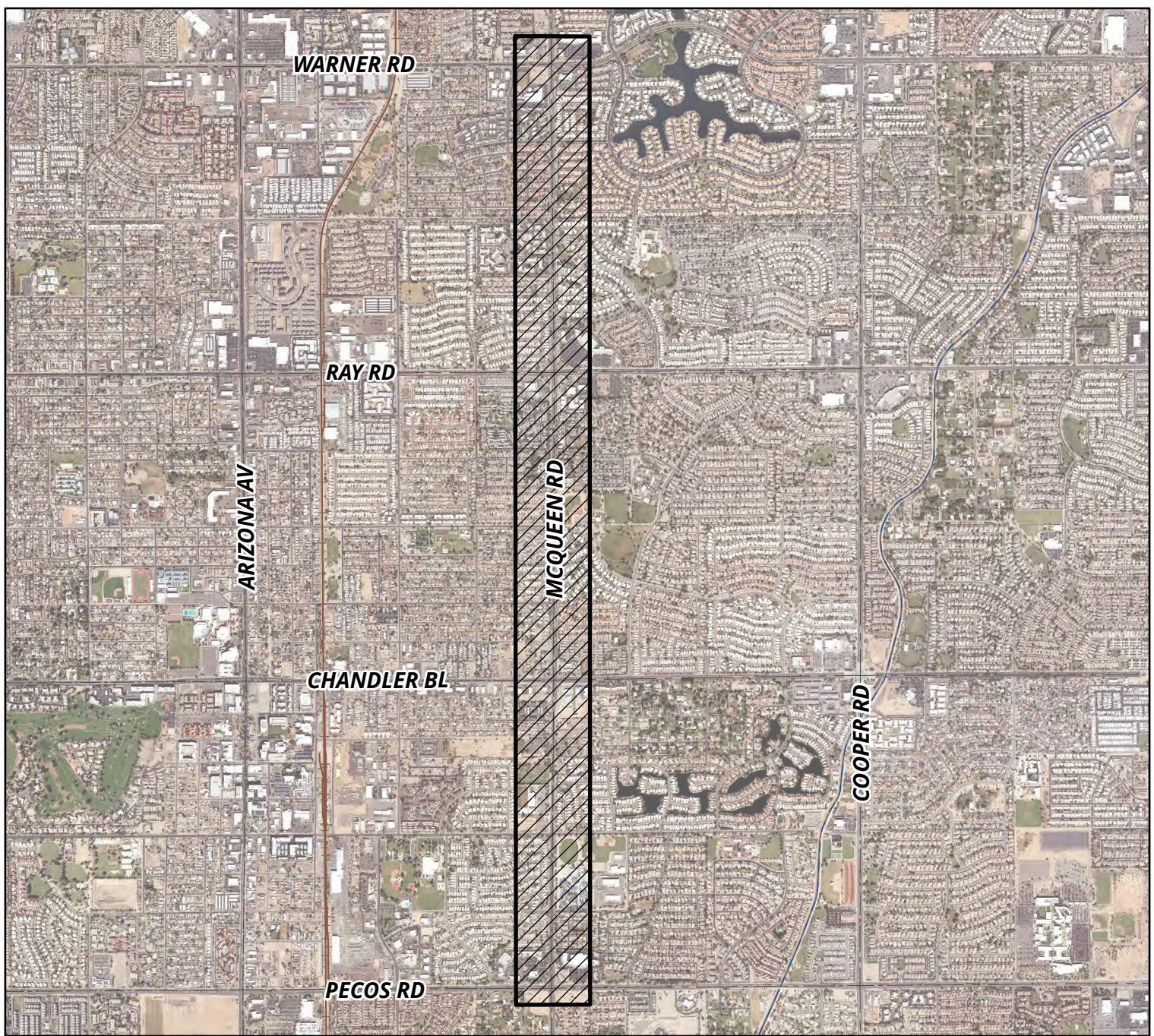
The project scope of work consists of data collection, utility coordination, right-of-way delineation, traffic analysis, alternatives analysis, preliminary roadway design, and cost estimating. The agreement completion time is 365 calendar days following Notice to Proceed. Design for this project will take place in three phases. Warner Road to Ray Road design will take place in FY 27-28, Ray Road to Chandler Boulevard design will take place in FY 28-29 and Chandler Boulevard to Pecos Road will be designed in FY 29-30. Construction will also take place in phases, with the first phase starting in FY 29-30 and continuing through FY 31-32.

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 Civil Services. Staff recommends approval of this agreement with Kimley-Horn and Associates, Inc., 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
411.3310.5219.0.6ST783	General Obligation Bonds	McQueen Road Improvements	\$328,565	Y

- Attachments**
- Location Map
 - Agreement - Kimley-Horn



**MCQUEEN ROAD IMPROVEMENTS
PRE-DESIGN ASSESSMENT
PROJECT NO. ST2403.101**

MEMO NO. CP24-141

 **ASSESSMENT LOCATION**



PROFESSIONAL SERVICES AGREEMENT
Pre-Design Services

MCQUEEN ROAD IMPROVEMENTS - WARNER ROAD TO PECOS ROAD

Project No. ST2403.101

Council Date: May 23, 2024

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2024 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation, ("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 **Pre-Design Services** for **MCQUEEN ROAD IMPROVEMENTS - WARNER ROAD TO PECOS ROAD 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 enter into an Agreement 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 **\$328,565** 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: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Alyssa Siqueiros, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: alyssa.siqueiros@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Kimley-Horn and Associates, Inc.
	Mailing Address:	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
	Physical Address:	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
	Statutory Agent Name:	CT Corporation System
	Statutory Agent Mailing Address:	3800 N. Central Ave., Ste. 460, Phoenix, AZ 85012
	Statutory Agent Physical Address:	3800 N. Central Ave., Ste. 460, Phoenix, AZ 85012
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Brian Smalkoski
	Title:	Senior Associate
	Phone:	602-906-1100
	Email:	brian.smalkoski@kimley-horn.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 Agreement 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 Agreements 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 Agreement 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 an Agreement 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 an Agreement 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 Agreement 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 Agreement 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 Agreement 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 - Subconsultant Documents with Consultant (if applicable)

Exhibit F - 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.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

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

"CONSULTANT"

KIMLEY-HORN AND ASSOCIATES, INC.

MAYOR



4/10/2024

Signature

Date

RECOMMENDED BY:

Brian Smalkoski

Print Name

Vice President

Title

Daniel Haskins, P.E.
CIP City Engineer

brian.smalkoski@kimley-horn.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal



EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

PROJECT DESCRIPTION

The project shall consist of preliminary design for improvements to McQueen Rd from Warner Rd to Pecos Rd to improve capacity and safety. The project will conduct a traffic analysis to determine additional travel and turn lane needs throughout the corridor and at each intersection. After an alternatives analysis and selection, the project will develop 15% Plans and a Project Assessment per ADOT requirements. It is assumed that McQueen Rd north of Warner Rd is Town of Gilbert's jurisdictional responsibility and is not included in this project. CITY to coordinate improvements with the Town of Gilbert.

DESIGN STANDARDS

DESIGN CONSULTANT shall perform Project Tasks outlined below and all work shall conform to the latest edition and amendments of the following, unless specifically noted otherwise:

- City of Chandler Standard Details and Specifications
- City of Chandler 2023 Engineering & Design Standards Manual for Public Works Construction
- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction
- City of Chandler Supplements to MAG
- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- AASHTO Policy on Geometric Design of Highways and Streets
- The Code of the City of Chandler
- Arizona Department of Transportation Utility and Railroad Engineering Section Utility Coordination Guide for Design Consultants (UCGDC)
- Arizona Utility Coordinating Committee (AUCC) Public Improvement Project Guide (PIPG)
- City of Chandler Unified Development Manual
- City of Chandler General Plan
- City of Chandler Transportation Master Plan
- National Electrical Code (2020)
- Americans with Disabilities Act (ADA) requirements
- Public Right of Way Accessibility Guidelines (PROWAG) or PROWAG (if finalized during project duration)

PROJECT TASKS

1. DATA COLLECTION

a. Task 1.1: Collect and Review Existing Records

- i. CITY shall provide at no cost to DESIGN CONSULTANT the following, but not necessarily limited to, existing information as available: as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, maintenance records, and drawings of developments planned within the project area.
- ii. DESIGN CONSULTANT shall keep a log and copy of all information collected through the duration of the project, including photos, as-builts, reports, and other documents provided from CITY, stakeholders, utility companies, external agencies, and developers.

2. PUBLIC UTILITY COORDINATION

a. Task 2.1 Utility Coordination

- i. DESIGN CONSULTANT shall work with the CITY to facilitate preliminary utility and land coordination with private utilities, especially Salt River Project (SRP) for their irrigation and power infrastructure. This task includes requesting utility land information, providing preliminary design information, and up to four (4) coordination meetings with private utilities. DESIGN CONSULTANT shall include the CITY on all correspondence and provide a summary of notes for correspondence between the DESIGN CONSULTANT and private utilities.

b. Task 2.2: Utility Mapping & Verification

- i. DESIGN CONSULTANT shall prepare a conceptual existing utility base map based on as-builts and quarter-section maps provided by the CITY and private utilities and display on the preliminary exhibits and 15% Plans (FHWA Subsurface Utility Engineering (SUE) Quality Level D). No survey or utility designating will be performed as part of this phase.

3. PROGRESS MEETINGS

a. Task 3.1: Progress Meetings

- i. This task includes up to six (6) progress meetings. DESIGN CONSULTANT anticipates a maximum of four (4) personnel attending the progress meetings. Three (3) meetings are assumed to be in-person, and three (3) meetings are assumed to be conducted through a virtual format such as Microsoft Teams, Webex, or other virtual format.
- ii. This task includes two phone call updates per month (12 total).
- iii. DESIGN CONSULTANT shall prepare and distribute meeting minutes for each progress meeting, including Action Items to be reviewed and updated at each progress meeting.
- iv. This task includes coordination of Webex, Microsoft Teams, and other virtual formats as needed.
- v. DESIGN CONSULTANT will prepare presentation and graphics and attend one (1) Transportation Commission Meeting with the CITY. This is assumed to be an informational meeting and status update of the corridor study, not a formal “alignment approval”.

4. PROJECT MANAGEMENT

a. Task 4.1: Project Monitoring

- i. Perform regular budget monitoring
 - 1. Pay applications will be submitted monthly. Invoices will be broken down to the same level of detail as the attached fee schedule. Pay applications will include a copy of the original project schedule and the current project schedule.
- ii. Perform regular schedule monitoring
 - 1. DESIGN CONSULTANT shall adhere to the preliminary design schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY.
 - 2. The following is the preliminary design schedule that the DESIGN CONSULTANT shall manage and maintain. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule are delayed by one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and a plan for getting back on schedule. DESIGN CONSULTANT shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

Notice To Proceed (NTP)	0
Data Collection/Field Review	NTP + 3 Weeks
Initial Traffic Analysis Results/Recommendations	NTP + 4 Weeks
Initial Alternative Evaluation Submittal	NTP + 8 Weeks
Submit Draft PA	NTP + 16 Weeks
Submit Final PA	NTP + 24 Weeks

b. Task 4.2: Design Quality Control Plan

- i. DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan established for the project.

5. PRELIMINARY DESIGN SURVEY & RIGHT-OF-WAY (ROW)

a. Task 5.1: Preliminary Survey

- i. DESIGN CONSULTANT shall utilize existing aerial imagery from NearMap source to obtain approximate locations of existing features, including but not limited to curb and gutter, median curb, catch basins, scuppers, utility poles and guy wires, traffic signal poles, utility boxes, fences, public and private irrigation. Existing aerial imagery will be used to provide approximations of the above ground features within the right of way on both sides of the roadway. Locations of large utilities such as overhead transmission poles and irrigation turnout structures or private property conflicts such as existing walls will be field verified with hand measurements. No ground survey will be performed as part of this preliminary design phase. Existing roadway centerline shall be approximated using recorded surveys, plats and deeds available from the Maricopa County Recorder's Office and/or the MCDOT plat index.

b. Task 5.2: Right-of-Way (ROW) Delineation

- i. At Preliminary Design, DESIGN CONSULTANT shall prepare an existing right-of-way base file of the project limits based on the Maricopa County Assessor's website. The right-of-way base file will show existing right-of-way and property lines along McQueen Rd within the project limits. Easement linework will only be included for those easements provided from the Maricopa County Assessor website or provided documentation from the CITY or private utilities. No title reports will be reviewed as part of this task. The right-of-way base file is for the purpose of identifying preliminary new right-of-way or easement needs based on the recommended alternative. The existing right-of-way base file will be provided on alternative exhibits and the preliminary 15% plans submittal.

c. Task 5.3: Proposed Right-of-Way

- i. DESIGN CONSULTANT shall prepare a proposed right-of-way and easement base file based on the final recommended alternatives provided by the CITY. DESIGN CONSULTANT shall prepare overall right-of-way and easement square-foot quantities to present in the Project Assessment.

6. TRAFFIC ANALYSIS

a. Task 6.1: Traffic Data Collection and Analysis

- i. The CITY will provide current two-hour typical weekday AM (7-9am) and PM (4-6pm) peak period traffic turning movement count (TMC) data, including trucks, at the following four project intersections:
 - 1. McQueen Rd & Warner Rd
 - 2. McQueen Rd & Ray Rd
 - 3. McQueen Rd & Chandler Blvd
 - 4. McQueen Rd & Pecos Rd
- ii. The CITY will provide current 24-hour typical weekday vehicle classification count data at the following locations:
 - 1. McQueen Rd just south of Knox Rd
 - 2. McQueen Rd just south of Galveston Rd
 - 3. McQueen Rd just south of Frye Rd
- iii. DESIGN CONSULTANT will request from MAG the daily travel demand model volumes for the roads within the project limits (e.g., McQueen Rd, Warner Rd, Ray Rd, Chandler Blvd, and Pecos Rd) for the existing (assumed to be 2024) and future (assumed to be 2050 for the design year) regional no-build and build model scenarios.
- iv. The City will provide available AM and PM peak hour Synchro models and current signal timing information for the four signalized project intersections as well as historical traffic count data, if available. DESIGN CONSULTANT will confirm the project intersection geometry and signal data shown in the Synchro models reflect current conditions.
- v. Analysis of Existing Conditions - DESIGN CONSULTANT will conduct traffic analysis for weekday AM and PM peak hours using the Synchro traffic model provided by the City and peak hour volumes derived from the collected traffic count data. DESIGN CONSULTANT will identify geometric and/or operational deficiencies during the AM and PM peak hours at the project intersections. An overall intersection level of service (LOS) of "D" or better is considered acceptable for the signalized project intersections.
- vi. Analysis of Future Conditions - DESIGN CONSULTANT will conduct design year traffic analysis for the future "no-build" conditions (i.e., assuming existing geometry). DESIGN CONSULTANT will develop future daily and AM and PM peak hour volumes based on projections derived from the annual growth rates calculated between the existing and future MAG model volumes. DESIGN CONSULTANT will identify geometric and/or operational deficiencies during the AM and PM peak hours at the project intersections. An overall intersection LOS of "D" or better is considered acceptable for the signalized project intersections.

- vii. Alternatives Development and Evaluation - DESIGN CONSULTANT will conduct design year traffic analysis for up to three future “build” alternatives at each project intersection. These alternatives will differ in the improvements assumed and capacity provided to identify which potential improvements are most cost-effective. DESIGN CONSULTANT will identify recommended geometric and operational improvements, taking into consideration operational and safety benefits as well as adverse impacts in terms of right-of-way, relative cost, and other impacts.
- viii. Crash Analysis - DESIGN CONSULTANT will obtain from ADOT the latest available five full calendar years of crash data for the project intersections and the portions of McQueen Road in between the project locations, to conduct a crash analysis and summarize the crash data at each location by severity and type. The CITY will also provide the most recent two years of the City’s annual crash report. DESIGN CONSULTANT will also develop text, tables, and/or figures to describe the findings of the crash analysis to identify crash patterns and potential mitigation measures.
- ix. Access Control Management - DESIGN CONSULTANT will also provide recommendations regarding access control management strategies that balance the need to provide access to adjacent land and roads with the need to promote safe and efficient operations.
- x. Traffic Data for Environmental Assessment - DESIGN CONSULTANT will summarize traffic volume and level of service information as needed for inclusion in future environmental noise and air quality assessments that will be required if federal funding is utilized.
- xi. Traffic Report - DESIGN CONSULTANT will prepare a draft Traffic Report that summarizes the findings of the traffic analysis conducted on existing and future traffic conditions and provides recommendations on road segment and intersection geometry to promote safe and efficient traffic operations through the design year. The draft Traffic Report will be submitted to the City in PDF format for one round of review. A sealed final Traffic Report that addresses any comments received from the City on the draft Traffic Report will be submitted to the City.

7. ALTERNATIVES ANALYSIS

a. Task 7.1 – Alternative Development & Evaluation

- i. DESIGN CONSULTANT shall produce an initial layout showing the City standard typical section per C-203 (Major Arterial) and standard intersection per C-223 (Major/Major Arterial Intersection) applied to the full project limits. This standard layout will assume symmetrical widening throughout the corridor.
- ii. DESIGN CONSULTANT shall evaluate alternative typical sections, alignments, and intersection layouts as described below. Alternative evaluation will not proceed until preliminary traffic analysis is completed and the CITY has confirmed the proposed alternatives during the Design Kickoff Meeting.
 - 1. McQueen Rd – Warner Rd to Ray Rd - Existing roadway outer curb width is approximately 93’ total (back-of-curb), which is slightly less than City standard typical section (C-203) of 100’ (back-of-curb). Evaluate up to one (1) alternative option to reduce impacts, such as shifting the roadway or reducing lane and median widths.
 - 2. McQueen Rd – Ray Rd to Chandler Blvd - Existing roadway outer curb width is approximately 91’ total (back-of-curb), which is slightly less than City standard typical section (C-203) of 100’ (back-of-curb). Evaluate up to one (1) alternative option to reduce impacts, such as shifting the roadway or reducing lane and median widths.
 - 3. McQueen Rd – Chandler Blvd to Pecos Rd - Existing roadway outer curb width varies between 67’ and 81’ total (back-of-curb) and some segments do not have raised median. The width is significantly less than City standard typical section (C-203) of 100’ (back-of-curb). There are existing major utilities including SRP irrigation and power as well as private property right-of-way and drainage in conflict with the City’s standard typical section. Evaluate up to two (2) alternative options to reduce

impacts, such as shifting the roadway centerline in either direction and/or reducing median and lane widths.

4. McQueen Rd & Warner Rd - Existing intersection is missing a dedicated right-turn lane (westbound) and dual left turn lanes on all approaches compared to the City standard intersection (C-223). Major potential impacts include SRP Irrigation on the NWC and an SRP 69kV turning pole on the SEC. Evaluate up to two (2) non-standard options to reduce impacts, such as shifting the roadway alignments, reducing lane and/or median widths, or not including certain additional auxiliary lanes.

5. McQueen Rd & Ray Rd - Existing intersection is missing dual left turn lanes on all approaches compared to the City standard intersection (C-223). Major potential impacts include SRP Irrigation on the NWC and a gas-regulating station on the NEC. Evaluate up to two (2) non-standard options to reduce impacts, such as shifting the roadway alignments, reducing lane and median widths, or not including certain additional auxiliary lanes.

6. McQueen Rd & Chandler Blvd – Existing intersection is missing a dedicated right-turn lane (eastbound) and dual left turn lanes on all approaches compared to the City standard intersection (C-223). Major potential impacts include SRP Irrigation on the NWC, developed right-of-way on the west side and existing transmission power on the east side. Evaluate up to one (1) non-standard option to reduce impacts, such as shifting the roadway alignments, reducing lane and median widths, or not including certain additional auxiliary lanes.

7. McQueen Rd & Pecos Rd – Existing intersection is missing a dedicated right-turn lane eastbound and dual left turn lanes on all approaches compared to the City standard intersection (C-223). Major potential impacts include an SRP 69kV turning pole on the SEC. Evaluate up to one (1) non-standard option to reduce impacts, such as shifting the roadway alignments, reducing lane and median widths, or not including certain additional auxiliary lanes.

The alternatives shall be limited to roadway and striping design and will not include drainage, traffic signal, ITS, landscape, water, or sewer design.

- iii. DESIGN CONSULTANT shall analyze alternatives to evaluate the costs and benefits of each alternative related to major utility relocations, City design standards, right-of-way acquisition, overall construction cost differences, and other design factors as determined by the design team.
- iv. DESIGN CONSULTANT shall produce exhibits of the alternative layouts showing the roadway and striping design and highlighting major impacts.
- v. DESIGN CONSULTANT shall produce a pavement condition overview exhibit. The CITY shall provide pavement quality index (PQI) data to show on the exhibit. The CITY shall review and provide direction on pavement structural section assumptions for the project estimate. No geotechnical investigation or evaluation will be provided.

8. PRELIMINARY DESIGN

a. Task 8.1: Preliminary Roadway Design

- i. DESIGN CONSULTANT shall produce a preliminary roadway design of horizontal geometry and standard details to tie-in to existing infrastructure based on the recommended alternative(s) determined by the CITY during the alternative development phase.
- ii. DESIGN CONSULTANT shall produce preliminary paving plans (15% plans) at a scale of 1"=20' horizontal, to include base sheet preparation including centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, turn lanes, intersecting streets, existing right-of-way, proposed right-of-way, existing utilities, and construction notes as-needed. Plans shall include:
 1. Typical Section Sheet (1 Sheet)
 2. Paving Plans (1"=20' Scale, Double-Stacked) (20 Sheets)

b. Task 8.2: Preliminary Drainage Design

- DESIGN CONSULTANT shall review the existing drainage reports and as-builts for the adjacent developments. The reports and as-builts shall be provided by the CITY. The required retention volume shown in these existing drainage reports and as-builts shall be assumed to be accurate.
- i. DESIGN CONSULTANT shall evaluate existing retention basin and/or storm drain systems to determine their intended sizing and assumptions as well as the preliminary impacts of the project improvements.
 - ii. DESIGN CONSULTANT shall prepare a preliminary drainage conceptual design alternatives for City's consideration and recommendation. Preferred alternative will be shown on the preliminary paving plans.

c. Task 8.3: Striping Layout

- i. DESIGN CONSULTANT shall prepare preliminary pavement striping layout for McQueen Rd for the recommended alternative.
- ii. DESIGN CONSULTANT shall show the preliminary striping layout on the preliminary paving plans included in the Project Assessment.

9. COST ESTIMATE

- i. DESIGN CONSULTANT shall prepare one preliminary cost estimate to accompany the preliminary paving plans, based on the recommended alternative determined by the CITY.
- ii. DESIGN CONSULTANT shall provide Excel and PDF format of estimates.

10. PUBLIC INVOLVEMENT

- i. DESIGN CONSULTANT will develop and host a publicly available survey and will provide response summary reports as requested or determined by the City. It is anticipated that this survey will be available online and can be produced as a hard copy as needed. Cvent or Survey Monkey survey tools are anticipated to be used.
- ii. DESIGN CONSULTANT shall host a project website which will be updated as the project progresses. It is anticipated that the website will serve as the publicly facing central repository of the project's information and will include the project outline and details on the focus of the pre-design assessment. The project survey will be linked to the website. Wix or Wordpress webhosting tools are anticipated to be used. Graphics and branding for the project will be developed by the DESIGN CONSULTANT and approved by the City. All branding elements will be tailored to fit the website and any materials associated with the project as applicable.

11. PROJECT ASSESSMENT

- i. DESIGN CONSULTANT shall submit a project assessment in compliance with City standards and with future submittal to ADOT if federal funding is acquired. The project assessment shall include the following sections:
 - 1. Introduction and Background
 - 2. Draft Project Scope of Work Narrative
 - 3. Development Considerations
 - a. Outside Agency Requirements
 - b. Survey Requirements
 - c. Geotechnical and Drainage Requirements
 - d. Right-of-Way Requirements
 - e. Utility Relocation Requirements
 - f. Traffic Signal Requirements
 - g. Roadway Elements
 - h. Drainage Elements
 - i. Design Criteria
 - j. Environmental Requirements
 - 4. Other Requirements
 - a. Project Phasing Recommendation (3 one-mile segments)
 - 5. Estimated Costs
 - 6. Construction
 - 7. Appendices
 - a. 15% Plans
 - b. Preliminary Cost Estimate
- ii. DESIGN CONSULTANT shall include an environmental overview in the project assessment.

12. ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

- a. Environmental tasks associated with a Categorical Exclusion (CE) or other NEPA related process are not included as part of this scope.
- b. Final design construction documents are not included as part of this scope.
- c. Final design level topographic survey, utility locating (Levels A and B), and geotechnical investigations are not included as part of this scope.
- d. Application fees for City reviews and permits shall be paid by City.
- e. It has been assumed that all agencies have a 20-working day review period.
- f. Application fees for other agencies other than the City shall be paid utilizing the Direct Expense Allowance.
- g. Construction management or observation, inspection, or participation in construction meetings is excluded.
- h. Owner's Allowance shall only be used with prior written approval from the City representative.
- i. Traffic signal pole and conductor schedules, traffic signal/ITS/street lighting layout, splice details and communications architecture details will not be included as part of this scope.
- j. ITS fiber audit is not included as part of this scope.
- k. Water, sewer, and reclaimed water preliminary and final design will not be included as part of this scope.
- l. Signing layout and landscape design will not be included as part of this scope.
- m. Street lighting photometric analysis is excluded.

McQueen Road Pre-Design
3/20/24
City Project No. ST2403

ID	Task Name	Duration	Start	Finish	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Pre-Design NTP	0 days	Thu 5/23/24	Thu 5/23/24	5/23							
2	Data Collection & Survey	15 days	Thu 5/23/24	Wed 6/12/24								
3	Data Collection	2 wks	Thu 5/23/24	Wed 6/5/24								
4	Project Base Mapping, Field Review	1 wk	Thu 6/6/24	Wed 6/12/24								
5	Traffic Analysis & Alternative Evaluation	50 days	Thu 5/23/24	Wed 7/31/24								
6	Traffic Analysis	4 wks	Thu 5/23/24	Wed 6/19/24								
7	Typical Section and Intersection Alternative Concepts	4 wks	Thu 5/23/24	Wed 6/19/24								
8	Initial Traffic Results, Alternative Concepts Meeting w/ City	0 days	Wed 6/19/24	Wed 6/19/24			6/19					
9	Roadway Alternative Development	4 wks	Thu 6/20/24	Wed 7/17/24								
10	Draft Traffic Report & Alternative Evaluation Submittal	0 days	Wed 7/17/24	Wed 7/17/24				7/17				
11	City Review	2 wks	Thu 7/18/24	Wed 7/31/24					7/31			
12	Alternative Evaluation Meeting, City Selects Preferred Alternative	0 days	Wed 7/31/24	Wed 7/31/24								
13	Project Assessment (PA)	70 days	Thu 8/1/24	Wed 11/6/24								
14	Preliminary Design and Estimate for Preferred Alt	6 wks	Thu 8/1/24	Wed 9/11/24								
15	Final Traffic Report and Draft PA Submittal	0 days	Wed 9/11/24	Wed 9/11/24					9/11			
16	City Review of PA	4 wks	Thu 9/12/24	Wed 10/9/24								
17	Update PA	4 wks	Thu 10/10/24	Wed 11/6/24								
18	Final PA Submittal	0 days	Wed 11/6/24	Wed 11/6/24							11/6	




















Project: 2024-03-14_PreDesign Date: Wed 3/20/24	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 "B"
COMPENSATION AND FEES

Exhibit B1 - Detail of Consultant's Compensation
City of Chandler
McQueen Road Pre-Design
ST2403

TASK DESCRIPTION	SUBTOTAL
TASK 1 - DATA COLLECTION	\$ 9,000
As-Built & Past Report Research	\$ 2,840
Utility Data Collection - Collect and Log As-Builts	\$ 2,560
Review, PDF and Log As-Builts/Past Reports	\$ 3,600
TASK 2 - PUBLIC UTILITY COORDINATION	
TASK 2.1 - UTILITY COORDINATION	\$ 6,570
Individual Utility Coordination Meetings - up to four (4)	\$ 3,200
Individual Utility Coordination Meetings Notes	\$ 1,020
Review Prior Rights Documentation (Up to 3 reviews)	\$ 2,350
TASK 2.2 - UTILITY MAPPING & VERIFICATION	\$ 8,920
Prepare Utility Base File	\$ 8,920
TASK 3 - PROGRESS MEETINGS	\$ 21,220
Monthly Progress Meetings (3 in-person, 3 virtual; 6 Total Mtgs)	\$ 7,230
Prepare Meeting Agenda/Exhibits/Handouts	\$ 1,530
Meeting Notes	\$ 1,530
Monthly Phone Call Update and Notes (Virtual; up to 12 calls)	\$ 4,710
Transportation Commission Meeting (In-Person)	\$ 2,500
Prepare Transportation Commission PowerPoint/Graphics	\$ 3,720
TASK 4 - PROJECT MANAGEMENT	\$ 16,155
Budget Monitoring/Setup/Insurance/Invoicing	\$ 2,450
Contract Management (6 Months @ 1.5 hrs/Month)	\$ 1,425
Develop/Maintain Project Design Schedule	\$ 1,690
Design Quality Control Plan	\$ 1,310
QA/QC	\$ 8,080
Project Documentation/Email/Document Filing (6 Months @ 2 hrs/Month)	\$ 1,200

Exhibit B1 - Detail of Consultant's Compensation
City of Chandler
McQueen Road Pre-Design
ST2403

TASK DESCRIPTION	SUBTOTAL
TASK 5 - PRELIMINARY DESIGN SURVEY & RIGHT-OF-WAY (ROW)	
TASK 5.1 - PRELIMINARY SURVEY	\$ 5,960
Develop, Review, and Update Topo CAD Files	\$ 3,160
Field Review	\$ 2,800
TASK 5.2 - RIGHT-OF-WAY (ROW) DELINEATION	\$ 11,240
Existing Right of Way Base Map	\$ 6,960
Proposed Right of Way and Quantities	\$ 4,280
TASK 6 - ALTERNATIVE DEVELOPMENT	
TASK 6.1 - TRAFFIC ANALYSIS	\$ 58,055
Review and Summary of Traffic Count Data	\$ 745
MAG Travel Demand Model Volumes	\$ 1,655
City Files: Historical Traffic Count Data, Synchro Model, Signal Timing	\$ 1,305
Existing Conditions - Synchro Analysis/Identification of Deficiencies	\$ 4,630
Future Conditions - Future Traffic Volumes	\$ 2,430
Future Conditions - Synchro Analysis/Identification of Deficiencies	\$ 5,800
Synchro Analysis for 3 Alternatives/Recommended Improvements	\$ 10,620
Crash Analysis	\$ 7,170
Access Control Management	\$ 5,870
Traffic Data for Environmental Assessment	\$ 3,370
Draft Traffic Report	\$ 9,380
Final Traffic Report	\$ 5,080
TASK 7 - ALTERNATIVES ANALYSIS	
TASK 7.1 - ALTERNATIVE DEVELOPMENT AND EVALUATION	\$ 44,140
Preliminary Layout Based on City Standard Details, Symmetrical	\$ 9,680
McQueen Rd - Warner Rd to Ray Rd Alternative Layout (up to 1 alternative)	\$ 2,140
McQueen Rd - Ray Rd to Chandler Blvd Alternative Layout (up to 1 alternative)	\$ 2,140
McQueen Rd - Chandler Blvd to Pecos Rd Alternative Layouts (up to 2 alternatives)	\$ 4,280
McQueen Rd & Warner Rd Intersection Alternative Layouts (up to 2 alternatives)	\$ 4,280
McQueen Rd & Ray Rd Intersection Alternative Layouts (up to 2 alternatives)	\$ 4,280
McQueen Rd & Chandler Blvd Intersection Alternative Layout (up to 1 alternative)	\$ 2,140
McQueen Rd & Pecos Rd Intersection Alternative Layout (up to 1 alternative)	\$ 2,140
Preliminary Cost Estimate and Pro/Con Evaluation	\$ 10,920
Pavement Condition Exhibit (Pavement Quality Index Analysis)	\$ 2,140

Exhibit B1 - Detail of Consultant's Compensation
City of Chandler
McQueen Road Pre-Design
ST2403

TASK DESCRIPTION	SUBTOTAL
TASK 8 - PRELIMINARY DESIGN	
TASK 8.1 - PRELIMINARY ROADWAY DESIGN	\$ 46,965
Typical Sections, Pvmnt Sections, Pavement Legend	\$ 2,415
15% McQueen Rd Paving Plans (Warner Rd to Pecos Rd)(20 Shts)(1"=20' Scale, Dbl Stk)	\$ 44,550
TASK 8.2 - PRELIMINARY DRAINAGE DESIGN	\$ 24,840
Evaluate Existing Drainage Reports/Plans	\$ 13,560
Preliminary Drainage Design Concepts	\$ 11,280
TASK 8.3 - PRELIMINARY STRIPING DESIGN	\$ 8,360
15% McQueen Rd Striping Layout (Warner Rd to Pecos Rd)	\$ 8,360
TASK 9 - COST ESTIMATE	\$ 9,460
15% Quantities/Estimate	\$ 9,460
TASK 10 - PUBLIC INVOLVEMENT	\$ 10,960
Public Survey and Results Summary	\$ 5,480
Project Website and website maintenance	\$ 5,480
TASK 11 - PROJECT ASSESSMENT	\$ 14,220
Project Assessment	\$ 9,820
Environmental Overview	\$ 4,400
SUBTOTAL DIRECT LABOR	\$ 296,065
DIRECT EXPENSES	
EXPENSES	\$ 2,500
General Expenses	\$ 2,000
Website hosting (assume 2 years live)	\$ 500
OWNER'S ALLOWANCE	
OWNER'S ALLOWANCE	\$ 30,000
Owner's Allowance	\$ 30,000
TOTAL CONTRACT FEE - NOT TO EXCEED	\$ 328,565

Exhibit B-2 - Detail of Consultant's Hours
City of Chandler
McQueen Road Pre-Design
ST2403

	Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.
	Chris Woolery Michael Grandy	Shane Johannsen Julian Pesqueira	Ryan Marks	Julia Hoath	Anthony Lullo	Becky Bratcher
TASK DESCRIPTION	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00
TASK 1 - DATA COLLECTION	-	-	12	20	8	24
As-Built & Past Report Research			4	8		8
Utility Data Collection - Collect and Log As-Builts				4	8	8
Review, PDF and Log As-Builts/Past Reports			8	8		8
TASK 2 - PUBLIC UTILITY COORDINATION						
TASK 2.1 - UTILITY COORDINATION	10	-	10	12	-	-
Individual Utility Coordination Meetings - up to four (4)	4		6	6		
Individual Utility Coordination Meetings Notes			2	4		
Review Prior Rights Documentation (Up to 3 reviews)	6		2	2		
TASK 2.2 - UTILITY MAPPING & VERIFICATION	-	-	4	16	40	-
Prepare Utility Base File			4	16	40	
TASK 3 - PROGRESS MEETINGS	16	6	32	48	12	-
Monthly Progress Meetings (3 in-person, 3 virtual; 6 Total Mtgs)	6	6	12	12		
Prepare Meeting Agenda/Exhibits/Handouts			3	6		
Meeting Notes			3	6		
Monthly Phone Call Update and Notes (Virtual; up to 12 calls)	6		6	12		
Transportation Commission Meeting (In-Person)	4		4	4		
Prepare Transportation Commission PowerPoint/Graphics			4	8	12	
TASK 4 - PROJECT MANAGEMENT	29	16	10	-	-	26
Budget Monitoring/Setup/Insurance/Invoicing	6					8
Contract Management (6 Months @ 1.5 hrs/Month)	3					6
Develop/Maintain Project Design Schedule	2		6			
Design Quality Control Plan	2		4			
QA/QC	16	16				
Project Documentation/Email/Document Filing (6 Months @ 2 hrs/Month)						12
TASK 5 - PRELIMINARY DESIGN SURVEY & RIGHT-OF-WAY (ROW)						
TASK 5.1 - PRELIMINARY SURVEY	-	2	10	12	12	-
Develop, Review, and Update Topo CAD Files		2	2	4	12	
Field Review			8	8		
TASK 5.2 - RIGHT-OF-WAY (ROW) DELINEATION	-	8	4	40	16	-
Existing Right of Way Base Map		8		32		
Proposed Right of Way and Quantities			4	8	16	
TASK 6 - ALTERNATIVE DEVELOPMENT						
TASK 6.1 - TRAFFIC ANALYSIS	43	9	84	17	182	-
Review and Summary of Traffic Count Data	1		1		2	
MAG Travel Demand Model Volumes	1		2	1	6	
City Files: Historical Traffic Count Data, Synchro Model, Signal Timing	1		1		6	
Existing Conditions - Synchro Analysis/Identification of Deficiencies	2		8	2	16	
Future Conditions - Future Traffic Volumes	2		4		8	
Future Conditions - Synchro Analysis/Identification of Deficiencies	4		10		20	
Synchro Analysis for 3 Alternatives/Recommended Improvements	6	3	12	6	36	
Crash Analysis	6		8	4	24	
Access Control Management	6	2	8		16	
Traffic Data for Environmental Assessment	2		6		12	
Draft Traffic Report	8	2	16	2	24	
Final Traffic Report	4	2	8	2	12	
TASK 7 - ALTERNATIVES ANALYSIS						
TASK 7.1 - ALTERNATIVE DEVELOPMENT AND EVALUATION	8	8	46	84	128	-
Preliminary Layout Based on City Standard Details, Symmetrical			8	16	40	
McQueen Rd - Warner Rd to Ray Rd Alternative Layout (up to 1 alternative)			2	4	8	
McQueen Rd - Ray Rd to Chandler Blvd Alternative Layout (up to 1 alternative)			2	4	8	
McQueen Rd - Chandler Blvd to Pecos Rd Alternative Layouts (up to 2 alternatives)			4	8	16	
McQueen Rd & Warner Rd Intersection Alternative Layouts (up to 2 alternatives)			4	8	16	
McQueen Rd & Ray Rd Intersection Alternative Layouts (up to 2 alternatives)			4	8	16	
McQueen Rd & Chandler Blvd Intersection Alternative Layout (up to 1 alternative)			2	4	8	
McQueen Rd & Pecos Rd Intersection Alternative Layout (up to 1 alternative)			2	4	8	
Preliminary Cost Estimate and Pro/Con Evaluation	8	8	16	24		
Pavement Condition Exhibit (Pavement Quality Index Analysis)			2	4	8	

Exhibit B-2 - Detail of Consultant's Hours
City of Chandler
McQueen Road Pre-Design
ST2403

	Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.
	Chris Woolery Michael Grandy	Shane Johannsen Julian Pesqueira	Ryan Marks	Julia Hoath	Anthony Lullo	Becky Bratcher
TASK DESCRIPTION	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00
TASK 8 - PRELIMINARY DESIGN						
TASK 8.1 - PRELIMINARY ROADWAY DESIGN	11	20	42	84	128	-
Typical Sections, Pvmnt Sections, Pavement Legend	1		2	4	8	
15% McQueen Rd Paving Plans (Warner Rd to Pecos Rd)(20 Shts)(1"=20' Scale, Dbl Stk)	10	20	40	80	120	
TASK 8.2 - PRELIMINARY DRAINAGE DESIGN	-	12	32	100	-	-
Evaluate Existing Drainage Reports/Plans		4	16	60		
Preliminary Drainage Design Concepts		8	16	40		
TASK 8.3 - PRELIMINARY STRIPING DESIGN	-	4	8	16	24	-
15% McQueen Rd Striping Layout (Warner Rd to Pecos Rd)		4	8	16	24	
TASK 9 - COST ESTIMATE	4	4	8	16	24	-
15% Quantities/Estimate	4	4	8	16	24	
TASK 10 - PUBLIC INVOLVEMENT	-	8	48	-	-	-
Public Survey and Results Summary		4	24			
Project Website and website maintenance		4	24			
TASK 11 - PROJECT ASSESSMENT	4	16	16	40	-	-
Project Assessment	4	8	16	24		
Environmental Overview		8		16		
SUBTOTAL DIRECT LABOR	125	113	366	505	574	50
DIRECT EXPENSES						
EXPENSES						
General Expenses						
Website hosting (assume 2 years live)						
OWNER'S ALLOWANCE						
OWNER'S ALLOWANCE						
Owner's Allowance						
TOTAL CONTRACT FEE - NOT TO EXCEED						

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 Agreement 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 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

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at <http://www.chandleraz.gov/udm>.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

N/A

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C. No. Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C. No):
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: Allied World Assurance Co (U.S.) Inc. INSURER C: New Hampshire Insurance Company INSURER D: Lloyd's of London INSURER E: INSURER F:	NAIC # 19445 19489 23841 85202

COVERAGES**CERTIFICATE NUMBER:** 1584344624**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: McQueen Road Improvements - Warner Road to Pecos Road Project #ST2403-101. The City, its officers, officials, agents & employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Separation of Insureds applies to the General Liability Policy. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Chandler
P.O. Box 4008, Mailstop 407
Chandler AZ 85225-4008

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM **04/01/2024**

forms a part of Policy No. **WC 015-89-3685**

Issued to **KIMLEY-HORN AND ASSOCIATES, INC.**

By **NEW HAMPSHIRE INSURANCE COMPANY**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.**

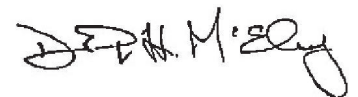
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

**WC 00 03 13
(Ed. 04/84)**

Countersigned by _____



Authorized Representative



City Council Memorandum Public Works & Utilities Memo No. CP24-148

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Sandra Story, Engineering Project Manager
Subject: Construction Agreement No. WA1903.401 & WA1908.401, Change Order No. 6, with Achen-Gardner Construction, LLC, for the Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System

Proposed Motion:

Move City Council award Construction Agreement No. WA1903.401 & WA1908.401, Change Order No.6, to Achen-Gardner Construction, LLC, in the amount of \$353,512.43.

Background/Discussion:

On April 22, 2021, City Council awarded Construction Agreement No. WA1903.401 & WA1908.401 to Achen-Gardner Construction, LLC. This project is a continuation of the Public Works & Utilities Department's ongoing initiative to modernize and rehabilitate the city's older water production facilities. The Arrowhead Water Production Facility (WPF), located at 426 N. Arrowhead Drive, was constructed in 1988 to support water needs in the city. Inspections identified the need to replace the existing pumps and corroded pump cans and piping, improve the facility building, and upgrade the electrical system. These improvements are necessary for the facility to reliably provide water service to the surrounding vicinity.

Change Order No. 6 is to remedy unforeseen conditions discovered while rehabilitating the Arrowhead WPF, including a leak discovered during the commissioning of the renovated Arrowhead WPF. Efforts include the investigation

and determination of the leak’s source, the repair of the leaking suction line, and the repair of discovered reservoir floor cracks. An additional 300 calendar days have been added to final completion, following the Notice To Proceed.

Evaluation:

Staff reviewed the scope of work, billing rates, and total fee for the Change Order No. 6 and determined them to be reasonable.

Financial Implications:

Change Order No. 6 is in the amount of \$353,512.43. The revised agreement amount, including Change Order No. 6, is not to exceed \$7,204,512.43.

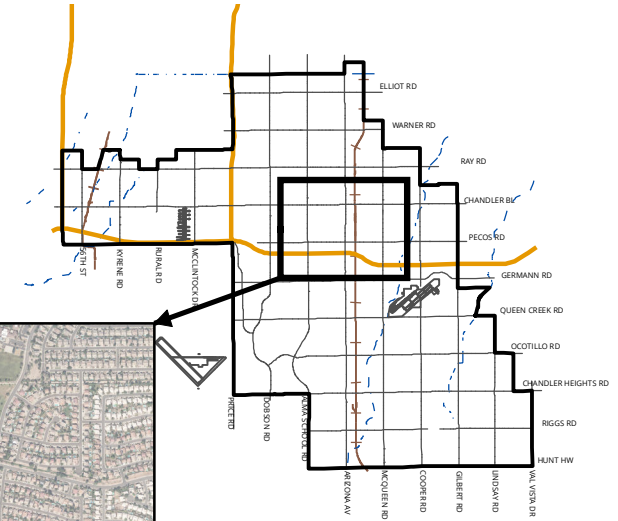
Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6718.6WA230	Water Bond	Water Production Facility Improveme	\$353,512.43	Y

Attachments

Location Map
Change Order - Achen-Gardner



**ARROWHEAD WATER PRODUCTION
FACILITY REHABILITATION AND
PECOS SURFACE WATER TREATMENT PLANT
SURGE SYSTEM CONSTRUCTION
PROJECT NO. WA1903.401 AND WA1908.401**



MEMO NO. CP24-148

 PROJECT SITE





CHANGE ORDER NO. 6
DATE 04/16/24

This Change Order No. 6 ("Change Order No. 6") to the construction services agreement is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and Achen-Gardner Construction, LLC ("Contractor"), on this ____ day of _____, 202____ ("Effective Date" by Clerk).											
Change Order not valid until signed by both the City and the Contractor. Contractor's signature indicates Agreement herewith, including any adjustments in the Agreement Price or Agreement Time.											
Project Name: Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System											
Project No.: WA1903.401 & WA1908.401											
User Dept.: <u>Public Works & Utilities</u>		NTP Date: <u>11/18/21</u>									
<table border="0" style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> TO: Achen-Gardner Construction, LLC _____ (CONTRACTOR) </td> <td style="width:50%; vertical-align: top;"> 2195 W. Chandler Boulevard, Suite 200, Chandler, AZ 85224 _____ (Mailing Address) knunez@achen.com _____ (Email Address) </td> </tr> </table>			TO: Achen-Gardner Construction, LLC _____ (CONTRACTOR)	2195 W. Chandler Boulevard, Suite 200, Chandler, AZ 85224 _____ (Mailing Address) knunez@achen.com _____ (Email Address)							
TO: Achen-Gardner Construction, LLC _____ (CONTRACTOR)	2195 W. Chandler Boulevard, Suite 200, Chandler, AZ 85224 _____ (Mailing Address) knunez@achen.com _____ (Email Address)										
Contractor must make the following changes to this Agreement: (Detail scope change (Exh. A) / cost breakdown (Exh. B), if needed)											
The intent of this change order is to compensate Contractor for efforts associated with the leak discovered during the commissioning of the renovated Arrowhead WPF. Efforts include the investigation and determination of the leak's source, the repair of the leaking suction line, and the repair of discovered reservoir floor cracks. To perform described work, 300 calendar days will be added.											
<table border="0" style="width:100%;"> <tr> <td style="width:60%;">Amendment authorized by Owner name: Danny Sargent</td> <td style="width:40%;">Date: 4/4/24</td> </tr> </table>			Amendment authorized by Owner name: Danny Sargent	Date: 4/4/24							
Amendment authorized by Owner name: Danny Sargent	Date: 4/4/24										
Original Agreement amount:		\$6,053,000.00									
Previous Change Order total:		\$798,000.00									
Last Agreement amount approved by Council:		\$6,851,000.00									
This Change Order:		\$353,512.43									
This Change Order + previous Change Order(s) not approved by Council total:		\$353,512.43									
Revised Agreement total:		\$7,204,512.43									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th align="left" style="width:60%;">Council Approval Required (yes indicates approval required)</th> <th align="center" style="width:20%;">Yes</th> <th align="center" style="width:20%;">No</th> </tr> <tr> <td>Change Order(s) total over \$100,000:</td> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>Change Order(s) total causes Agreement to exceed \$100,000:</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input checked="" type="checkbox"/></td> </tr> </table>			Council Approval Required (yes indicates approval required)	Yes	No	Change Order(s) total over \$100,000:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Change Order(s) total causes Agreement to exceed \$100,000:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Approval Required (yes indicates approval required)	Yes	No									
Change Order(s) total over \$100,000:	<input checked="" type="checkbox"/>	<input type="checkbox"/>									
Change Order(s) total causes Agreement to exceed \$100,000:	<input type="checkbox"/>	<input checked="" type="checkbox"/>									
Agreement Time											
Agreement time prior to this Change Order (including previous change order(s):		743 Calendar Days									

Net change resulting from this Change Order:	<u>300</u> Calendar Days
Revised Agreement time (including this Change Order):	<u>1043</u> Calendar Days
Council Approval (if applicable)	
Council Approval Date: <u>5/23/24</u> Item No. <u>Pending</u>	

Exhibit A

Item No. 73 Leak Investigation

This bid item is added to compensate the contractor for the costs associated with the investigation of the leak that occurred while filling the reservoir just prior to the facility's commissioning.

Measurement and Payment: Investigation efforts will be measured as a single complete unit of work and paid at the contract lump sum of \$ 83,512.43.

Item No.74 Suction Line Leak Repair

This bid item is added to compensate the contractor for the costs associated with the leak repair of suction line between reservoir and the Arrowhead WPF.

Measurement and Payment: Investigation efforts will be measured as a single complete unit of work and paid at the contract lump sum of \$ 225,000.00.

Item No.75 Reservoir Floor Crack Repair

This bid item is added to compensate the contractor for the costs associated with the repair of discovered floor cracks within the floor of the Arrowhead Water Reservoir.

Measurement and Payment: Investigation efforts will be measured as a single complete unit of work and paid at the contract allowance of \$ 25,000.00.

Item No.76 Owner's Construction Allowance

This bid item is added to compensate the contractor for the costs associated with unforeseen conditions and related efforts.

Measurement and Payment: Investigation efforts will be measured as a single complete unit of work and paid at the contract lump sum of \$ 20,000.00.

Exhibit B

WA1903.401 Arrowhead WPF Rehab & Pecos SWTP Surge System Construction

Change Order No. 6 – Leak Investigation, Suction Line Leak Repair, Reservoir Floor Crack Rehab

Item No.	Description	Est. Qty.	Unit	Unit Price	Extended Price
73	Leak Investigation	1	Lump Sum	\$ 83,512.43	\$ 83,512.43
74	Suction Line Leak Repair	1	Lump Sum	\$ 225,000.00	\$ 225,000.00
75	Reservoir Floor Crack Repair	1	Allowance	\$ 25,000.00	\$ 25,000.00
76	Owner's Construction Allowance	1	Allowance	\$ 20,000.00	\$ 20,000.00
	Change Order No. 6 Total				\$ 353,512.43

THE ABOVE IS AGREED TO BY:

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney *TMB*

ATTEST:

City Clerk Seal

"CONTRACTOR"
ACHEN-GARDNER CONSTRUCTION, LLC.

[Signature] _____
Signature Date

Kevin J. Nunez
Print Name

Vice President
Title

Knunez@achen.com
Signer Email Address

C: Owner / Project Mgr

RIDER

TO BE ATTACHED TO AND FORM PART OF

Performance & Payment Bonds NO. 609203507
(Bond Type) (Bond Number)
IN FAVOR OF City Of Chandler; Development Services
(Obligee)
ON BEHALF OF Achen-Gardner Construction, LLC
(Principal)
EFFECTIVE May 4, 2021
(Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

The Surety, Liberty Mutual Insurance Company,
hereby gives its consent to change;

Bond/Contract Amount

(of) the referenced bond FROM: Old Bond Amount = \$6,851,000.00

TO: New Bond Amount = \$7,204,512.43 (per Change Order No. 06, dated April 16, 2024\$

PROJECT: Arrowhead Water Production Facility Rehabilitation and
Pecos Surface Water Treatment Plant Surge System
Project Nos. WA1903.401 and WA1908.401

EFFECTIVE: April 16, 2024

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED this 26th day of April, 2024.

Achen-Gardner Construction, LLC

Principal

Liberty Mutual Insurance Company

Surety

Stephanie L. Bucholz, Attorney-in-fact



Seal No. 5831



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200472-975281**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephanie L. Bucholz, Andrew A. Farr, Barry R. Farr, Gregory P. Griffith, Debra K. Williams

all of the city of Mesa state of Arizona each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of April, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



City Council Memorandum Public Works & Utilities Memo No. CP24-145

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Melanie Sikes, Senior Engineer
Subject: Price Road 66-inch Sewer Interceptor Rehabilitation Construction Management Services

Proposed Motion:

Move City Council award Professional Services Agreement No. WW2302.451 to Dibble & Associates Consulting Engineers, Inc., dba Dibble, for the Price Road 66-inch Sewer Interceptor Rehabilitation Construction Management Services, in an amount not to exceed \$1,526,019.50.

Background/Discussion:

The Public Works and Utilities Department administers a 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 13,000 linear feet of 66-inch diameter sanitary sewer pipe and 22 manholes along Price Road from just south of the Loop 202 Santan Freeway to the Ocotillo Water Reclamation Facility require rehabilitation. The method of rehabilitation will be via Cured-In-Place-Pipe (CIPP), which is an industry standard method to rehabilitate pipeline.

The project scope of work consists of pre-construction assistance, construction meetings, review of schedules and payment applications, requests for information, submittals, requests for proposals, field directives, inspection, sewer rehabilitation inspection services, project closeout, and record drawings. The agreement completion time is 930 calendar days following Notice to Proceed.

A related Construction Agreement with B&F Contracting, Inc., for the Price Road 66-inch Sewer Interceptor Rehabilitation, is also scheduled for this City Council meeting.

Evaluation:

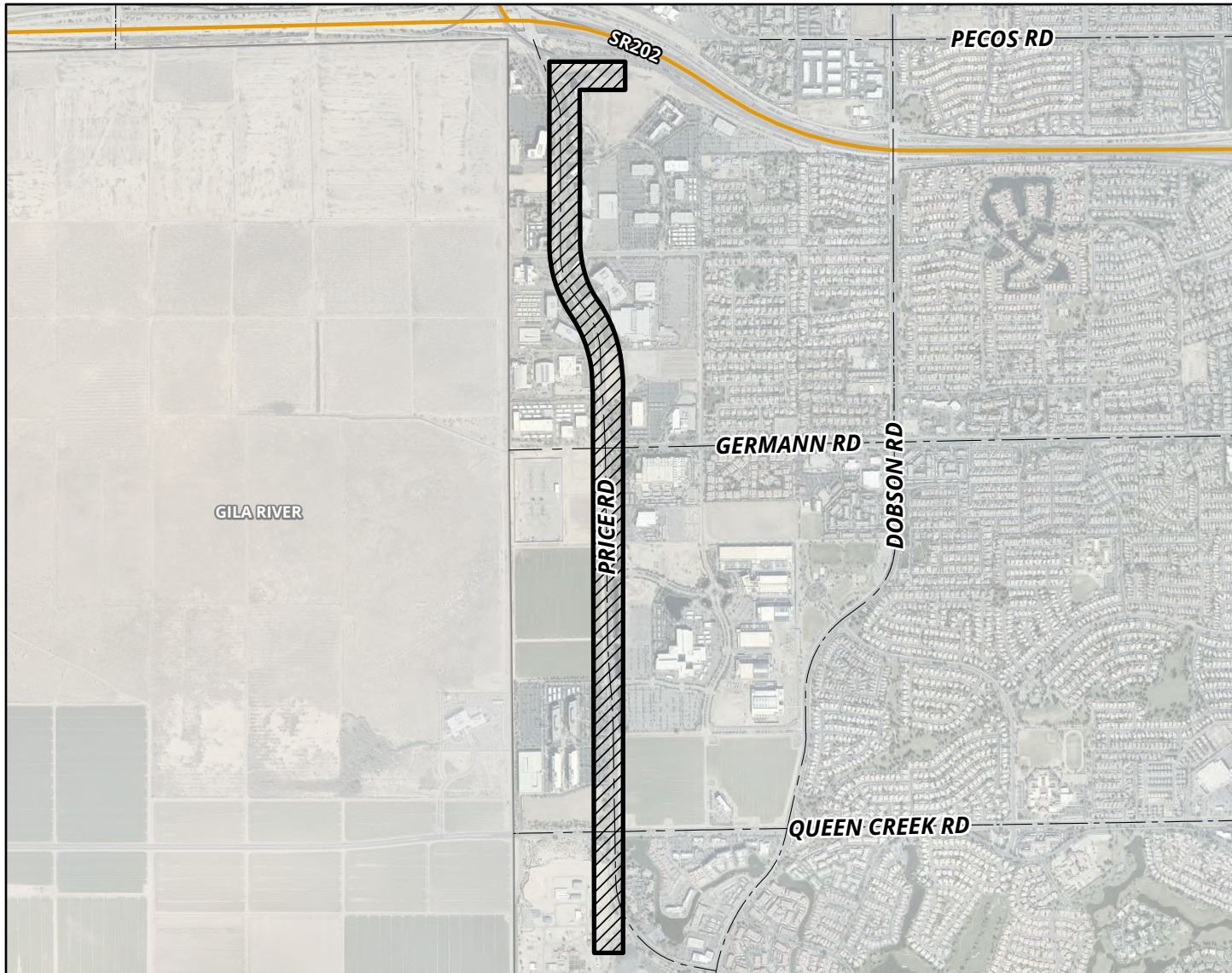
The selection process was conducted in accordance with city policy and procedure and state law. Staff recommends approval of this agreement with Dibble & Associates Consulting Engineers, Inc., dba Dibble, based on qualifications, relevant firm experience, team experience, project understanding, and project 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	\$1,526,019.50	Y

Attachments

Location Map
Agreement - Dibble

PRICE ROAD 66-INCH SEWER INTERCEPTOR REHABILITATION PROJECT NO. WW2302.451



MEMO NO. CP24-145

 **PROJECT LOCATION**



PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
PRICE ROAD 66-INCH SEWER INTERCEPTOR REHABILITATION
Project No. WW2302.451
Council Date: May 23, 2024

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2024 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Dibble & Associates Consulting Engineers, Inc. dba Dibble**, an Arizona corporation, ("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 **PRICE ROAD 66-INCH SEWER INTERCEPTOR 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 enter into an Agreement 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 **930** 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 **\$1,526,019.50** 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: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov																																														
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Raymond Potts, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3326 Email: raymond.potts@chandleraz.gov																																														
To Consultant:	<table border="1"> <tr> <td colspan="2">LEGAL COMPANY NAME:</td> <td colspan="2">Dibble & Associates Consulting Engineers, Inc. dba Dibble</td> </tr> <tr> <td>Mailing Address:</td> <td colspan="3">3020 East Camelback Road, Suite 201, Phoenix, AZ 85016</td> </tr> <tr> <td>Physical Address:</td> <td colspan="3">3020 East Camelback Road, Suite 201, Phoenix, AZ 85016</td> </tr> <tr> <td>Statutory Agent Name:</td> <td colspan="3">Susan Detwiler</td> </tr> <tr> <td>Statutory Agent Mailing Address:</td> <td colspan="3">3020 East Camelback Road, Suite 201, Phoenix, AZ 85016</td> </tr> <tr> <td>Statutory Agent Physical Address:</td> <td colspan="3">3020 East Camelback Road, Suite 201, Phoenix, AZ 85016</td> </tr> <tr> <td colspan="4">CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</td> </tr> <tr> <td>Name:</td> <td colspan="3">Marc Nelson</td> </tr> <tr> <td>Title:</td> <td colspan="3">Project Manager</td> </tr> <tr> <td>Phone:</td> <td colspan="3">602-957-1155</td> </tr> <tr> <td>Email:</td> <td colspan="3">marc.nelson@dibblecorp.com</td> </tr> </table>			LEGAL COMPANY NAME:		Dibble & Associates Consulting Engineers, Inc. dba Dibble		Mailing Address:	3020 East Camelback Road, Suite 201, Phoenix, AZ 85016			Physical Address:	3020 East Camelback Road, Suite 201, Phoenix, AZ 85016			Statutory Agent Name:	Susan Detwiler			Statutory Agent Mailing Address:	3020 East Camelback Road, Suite 201, Phoenix, AZ 85016			Statutory Agent Physical Address:	3020 East Camelback Road, Suite 201, Phoenix, AZ 85016			CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE				Name:	Marc Nelson			Title:	Project Manager			Phone:	602-957-1155			Email:	marc.nelson@dibblecorp.com		
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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 Agreement 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 Agreements 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 Agreement 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 an Agreement 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 an Agreement 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 Agreement 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 Agreement 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 – Subconsultant Documents with Consultant (if applicable)

Exhibit F - 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.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

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:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney *JHB*

ATTEST:

City Clerk Seal

"CONSULTANT"

**DIBBLE & ASSOCIATES CONSULTING
ENGINEERS, INC. DBA DIBBLE**

Kevin W. Roberts *4/29/24*
Signature Date

KEVIN ROBERTS
Print Name

PRESIDENT
Title

KEVIN.ROBERTS@DIBBLECORP.COM
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
WW2302.451 – Price Rd 66-inch Sewer Interceptor Rehabilitation

PROJECT DESCRIPTION

Construction Management services which includes Post Design services for the Price Road 66-inch Sewer Rehabilitation include Pre-Construction Assistance, Construction Management and Inspection, Engineering Support Services during Construction to address issues and/or specialized technical products and preparation of as-built record drawings.

The project includes rehabilitation of approximately 13,000 linear feet of 66-inch sanitary sewer pipe along Price Road utilizing Cured-In-Place-Pipe (CIPP) liner installation, a new junction structure, and rehabilitation, abandonment or replacement of 21 manholes. Sewer bypass pumping is a significant component of this project and will require coordination with the CMAR Contractor.

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

- i. Consultant shall perform preconstruction assistance tasks including:
 - 1. Attendance at the pre-construction meeting.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

- i. Dibble will attend construction meetings and Dibble CM will prepare and 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 **80** weekly meetings will be held.

B. Task 2.2 CPM Schedule

- i. Dibble CM must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.
- ii. Dibble CM 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 **18** CPM schedules. Dibble will provide support as requested.

C. Task 2.3 Requests for Information (RFI's)

- i. Dibble CM must review prepare and maintain a log of all RFI's.
- ii. Dibble and Dibble CM must review, evaluate, and respond to contractor Requests for Information (RFI's). Consultant assumes 30 RFIs.

D. Task 2.4 Shop Drawing Submittals

- i. Dibble CM must review and prepare and maintain a log of all shop drawing submittals.

- ii. Dibble and Dibble CM must review, evaluate, and respond to any Contractor Shop Drawing submittals. Consultant assumes 70 submittals.

E. Task 2.5 Requests for Proposal (RFP)

- i. Dibble CM must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivation) with approval recommendations; and prepare and maintain a log of all RFPs. Consultant assumes 15 RFPs. Dibble will provide support as requested.

F. Task 2.6 Field Directives (FD's)

- i. Dibble CM 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 log of all FDs. Consultant assumes 15 FD's. Dibble will provide support as requested.

G. Task 2.7 Contractor Payment Applications

- i. Dibble CM 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 18 payment applications, with 2 reviews each. Dibble will provide support as requested.

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

- i. Dibble CM must provide weekly construction inspection to verify materials and installations of open cut installation, sewer bypass installation and removal, manhole replacement and abandonments, and hardscape removal and replacement 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 50-hours per week for 11 months for all inspection outside of sewer rehabilitation specialty inspection.
 - a. Overtime, standard rate, 1½ time, included for weekend/night work.

B. Task 3.2 Sewer Rehabilitation Inspection Services

- i. Dibble's Sewer Rehabilitation Specialty Inspector must provide inspections to verify materials and installation of CIPP lining, manhole rehabilitation, FRP installation and structural repairs conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits.
- ii. Consultant assumes 1 inspector full time 60-hours per week for 7 months.
 - 1. Overtime, standard rate, 1½ time, included for weekend/night work.

C. Task 3.3 Project Closeout

- i. Dibble CM 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. Dibble CM must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.
- iii. Dibble CM must provide all documents in an electronic version that matches the City's filing system, so it can be imported into City's files.

- iv. Dibble and Dibble CM must participate in a meeting with City staff and Designer to review request for information log to discuss lessons learned during the course of construction.

4. MATERIALS TESTING

A. Task 4.1 Quality Control (QC) Test Program

- i. Dibble CM 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. Compensation for this effort is included in Task 3.1.

5. RECORD DRAWINGS

A. Task 5.1 Record Drawings

- i. Dibble CM must review and monitor Contractor's updates on red-line drawing set. Dibble CM will meet monthly with the CMAR Contractor.
- ii. Dibble must transfer red-line comments to City's construction plans to create record drawings.
- iii. Dibble must provide resident engineer stamp/certification on record drawings cover sheet and gather all required signatures on the cover sheet.
- iv. Dibble must provide and deliver record drawings in digital pdf format to the City as required for as-built submittal process at City permit counter within 30 days of receiving complete contractor red line drawing set.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

- 1. Application fees for city reviews and permits will be paid by the 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
WW2302.451



PRICE ROAD 66" SEWER REHABILITATION
(NOT TO EXCEED)

Task	Description	Cost
1	PRE-CONSTRUCTION ASSISTANCE	
1.1	Pre-Construction Assistance	\$ 5,392.00
SUBTOTAL TASK 14:		\$ 5,392.00
2	CONSTRUCTION MANAGEMENT	
2.1	Attend Construction Meetings	\$ 77,784.00
2.2	CPM Schedule	\$ 2,300.00
2.3	Respond to Requests for Information (RFI)	\$ 31,398.00
2.4	Respond to Shop Drawing Submittals	\$ 26,084.00
2.5	Requests for Proposals (RFP)	\$ 4,600.00
2.6	Field Directive (FD)	\$ 3,680.00
2.7	Contractor Pay Applications	\$ 4,600.00
SUBTOTAL TASK 2:		\$ 150,446.00
3	CONSTRUCTION INSPECTION	
3.1	Inspection Services (Provided by Sub-Consultant Dibble CM)	\$ -
3.2	Sewer Rehabilitation Inspection Services (CIPP lining, MH Rehabilitation, FRP Installation & Structural Repairs)	\$ 367,500.00
3.3	Project Closeout	\$ 9,792.00
SUBTOTAL TASK 3:		\$ 377,292.00
5	RECORD DRAWINGS	
5.1	Record Drawings	\$ 18,252.00
SUBTOTAL TASK 3:		\$ 18,252.00
SUBCONSULTANTS		
Dibble CM		\$ 853,137.50
SUBTOTAL SUBCONSULTANTS:		\$ 853,137.50
4	ALLOWANCES	
Direct Expense Allowance (Printing, CCTV Storage, Courier, etc)		\$ 1,500.00
Owner's Allowance		\$ 120,000.00
SUBTOTAL ALLOWANCES:		\$ 121,500.00
PROJECT TOTAL:		\$ 1,526,019.50

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 Agreement 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 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.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

April 18, 2024

Dibble

Attn: Mr. Marc Nelson PE
Infrastructure Rehabilitation Project Manager

Project No. WW2302451
Re: Price Road 66-inch Sewer Rehabilitation
Construction Management and Inspection Services Proposal

Dear Mr. Nelson,

Dibble CM is pleased to submit our construction management and inspection services proposal for the Price Road 66-inch Sewer Rehabilitation Project. The project consists of several miles of sewer bypass that will be temporarily buried in the City of Chandler ROW, approximately 13000 linear feet of 66-inch CIPP liner installation and 21 sewer manholes that will require rehabilitation, replacement or abandonment. This proposal is based on the overall project duration provided by CMAR contractor's 90 percent cost model. 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 Contract Contingency and Allowance approval documents for processing and final summary based on approved requests.
- Conduct (80) 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. Assuming 80 weekly meetings.
- Maintain files and documentation of all information related to the project including correspondence, submittals (70), RFIs (30), inspection reports, test reports, pay applications (18), progress schedules (18), meeting minutes (80), request for proposals (15) field directives (15), and job photos.
- Review, provide comments and coordinate with City and Engineer for submittal and RFI responses.
- Provide responses for non-critical Submittals and RFIs.

Construction Inspection Activities

- Provide construction inspection and observe contractor's work for all sewer bypass installation, tear down, new manhole installations, manhole insert installations, concrete curb and sidewalk restoration, and all asphalt restoration.
- 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 with the City's Quality Assurance material testing firm.
- Observe and document unforeseen conditions, changed conditions, and extra work activities performed by the contractor.
- Review contractor's red-line as-built drawings on a weekly basis.
- Provide daily inspection reports.

Project Close-Out Activities

- Schedule and conduct a pre-final walk-through with the Contractor and Engineer and prepare a punch list for the Contractor's use prior to the final project walk-through.
- Conduct a final project walk-through with the Contractor, Engineer, and Owner when appropriate.
- Review Contractor request for final payment, verify final quantities, and make recommendation to the Owner for final payment.
- Review Contractor red line drawings and coordinate with Engineer for as-built drawings.

Fee (T & M Not to Exceed):

See Exhibit B for fee break down.

Total - \$853,137.50

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



EXHIBIT B1
Staff Hours and Fee Proposal

Exhibit B

Staff Hours and Fee By Task									
	Billing Rate	\$ 205.00	\$ 175.00	\$ 155.00	\$ 145.00	\$ 217.50	\$ 135.00	\$ 202.50	
Task	Resident Engineer	Construction Manager	Project Engineer	Lead Inspector	Lead Inspector Overtime	Inspector	Inspector Overtime	Total Task Hours	Total Task Fee
Construction Management									
Meetings (Hours cover 80 weekly meetings as well as weekly field meetings as required)	240	420	420					1,080	\$ 187,800.00
CPM Schedule (Assuming 18 CPM Schedule Reviews)		40	30					70	\$ 11,650.00
Pay Apps (Assuming 18 Pay Applications With 2 Reviews Each)		120	100					220	\$ 36,500.00
Request for Information Reviews (Assuming 30 RFI Reviews plus Tracking and Distributing)	40	100	90					230	\$ 39,650.00
Shop Drawings/Submittal Reviews (Assuming 70 Submittal Reviews)	20	100	80					200	\$ 34,000.00
Requests for Proposals (RFP) (Assuming 15 RFPs)	20	120	80					220	\$ 37,500.00
Field Directives (FD) (Assuming 15 Field Directives)	20	60	40					120	\$ 20,800.00
Inspection Services									
Construction Inspections **				2320	345			2,665	\$ 411,437.50
** Dibble CM will be responsible for all inspections pertaining to open cut and restoration of sewer bypass and manhole insert installations. (Dibble to handle all rehabilitation inspections. CIPP, coating etc.)									\$ -
Close Out									
Pre-Final Inspection and Punch List (Per City of Chandler Exhibit A, C. Task 3.3 i.)		80	60					140	\$ 23,300.00
Final Inspection (Per City of Chandler Exhibit A, C. Task 3.3 ii.)		40	20					60	\$ 10,100.00
Record drawings/review contractor final redline drawings (Per City of Chandler 5. Record Drawings A. Task 6.1 i)		30	30					60	\$ 9,900.00
Closeout Documents (Per City of Chandler Exhibit A, C. Task 3.3 iii.)	20	80	80					180	\$ 30,500.00
Sub-Contractors									
									\$ -
									\$ -
Total Hours	360	1190	1030	2320	345			5,245	
Total Fee	\$ 73,800.00	\$ 208,250.00	\$ 159,650.00	\$ 336,400.00	\$ 75,037.50	\$ -	\$ -		\$ 853,137.50

Fee Summary	
Resident Engineer - Roger	\$ 73,800.00
Construction Manager - Marc Stern	\$ 208,250.00
Project Engineer - Julia Cruz	\$ 159,650.00
Inspectors	\$ 411,437.50
Sub-Contractors	\$ -
Owner Allowance	\$ -
Total	\$ 853,137.50

- This is a time and materials proposal based on the current scope of work and schedule.
- Prices are all-inclusive. There are no additional charges for mileage or other incidental expenses.
- Proposal is based on 18 months (July 2024 thru Dec 2025) of construction services.

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A



City Council Memorandum Public Works & Utilities Memo No. CP24-146

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Melanie Sikes, Senior Engineer
Subject: Construction Manager at Risk (CMAR) Construction Services Agreement No. WW2302.401, with B&F Contracting, Inc., for the Price Road 66-Inch Sewer Interceptor Rehabilitation

Proposed Motion:

Move City Council award CMAR Construction Services Agreement No. WW2302.401 to B&F Contracting, Inc., for the Price Road 66-Inch Sewer Interceptor Rehabilitation, in an amount not to exceed \$43,696,207.25.

Background/Discussion:

The Public Works and Utilities Department administers a 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 13,000 linear feet of 66-inch diameter sanitary sewer pipe and 22 manholes along Price Road from just south of the Loop 202 Santan Freeway to the Ocotillo Water Reclamation Facility require rehabilitation. The method of rehabilitation will be via Cured-In-Place-Pipe (CIPP), which is an industry standard method to rehabilitate pipeline. The timing of this project is important, as the CIPP method requires the epoxy lining product used to be applied during the cooler months of the year in order to properly set.

The project scope of work consists of rehabilitation of sanitary sewer pipes and manholes, bypass piping and pumps. The total agreement completion time is 590 calendar days following Notice to Proceed, although the project is expected to start in June 2024 with the majority of work to conclude in October 2025. After this

construction is completed, the roadway pavement will be resealed and striped to complete the project. This pavement work should take place in November 2025 and take approximately one week to complete with final striping to occur in January 2026 after the seal coat has properly cured. The project will begin with the installation and end with the removal of five (5) 18-inch High Density Polyethylene (HDPE) temporary sewer bypass pipes in southbound Price Rd. Installation of the pipe will begin in August 2024 and the removal of this pipe will occur between July and October 2025. These pipes are necessary to bypass up to 15 million gallons a day of wastewater around the work site where the existing 66" sewer pipe will be relined.

Minimal traffic impacts are anticipated during the first two months of the project. Beginning in August 2024, the traffic impacts during the installation of the bypass piping will require two southbound lanes to be closed, as the pipes themselves will take up a full lane of traffic. The northbound lanes will remain open. The two southbound lane closures will be 24/7, but will be reduced to a single lane closure as the work allows. This work is scheduled for daytime hours, six days per week. Night and weekend work will be performed, as necessary, to coordinate with the Arizona Department of Transportation (ADOT) and the operations of the SR101 and SR202 freeways. Importantly, the project schedule has been coordinated to occur after the conclusion of other projects impacting traffic further north along the Price Corridor, including the private Air Products nitrogen line installation and the City's sewer rehabilitation work, both along the SR101 frontage road. Once the bypass piping is installed, the sewer pipe relining work will begin. During the CIPP lining and manhole work, one southbound lane will remain closed and two northbound lanes will be closed. These closures are 24/7 and work is planned for six days per week from November 2024 to June 2025. Lane closure configurations may vary dependent on required detour routes related to the SR202 widening project.

A related Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc., dba Dibble, for the Price Road 66-Inch Sewer Interceptor Rehabilitation 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 agreement award to B&F Contracting, Inc., 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.

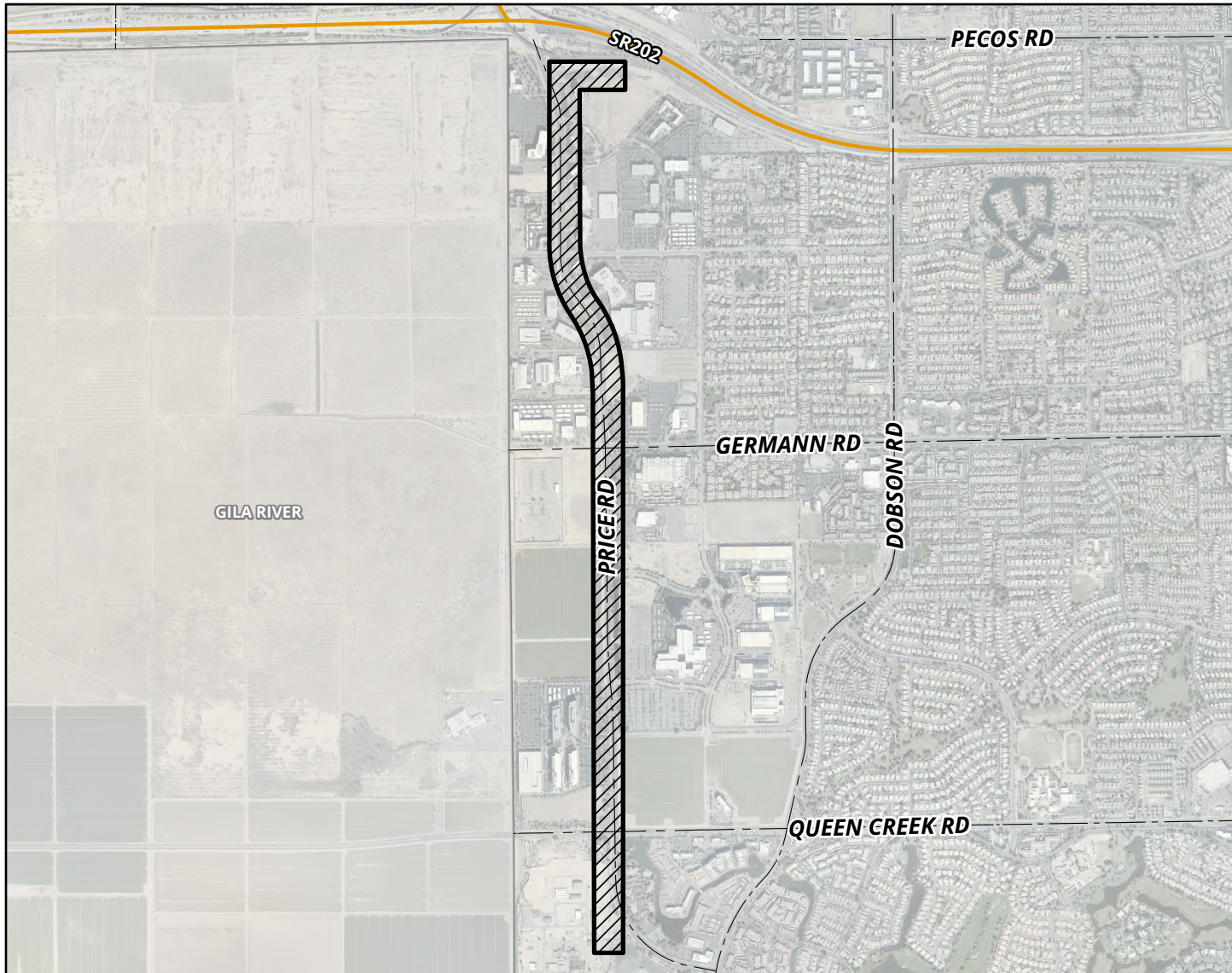
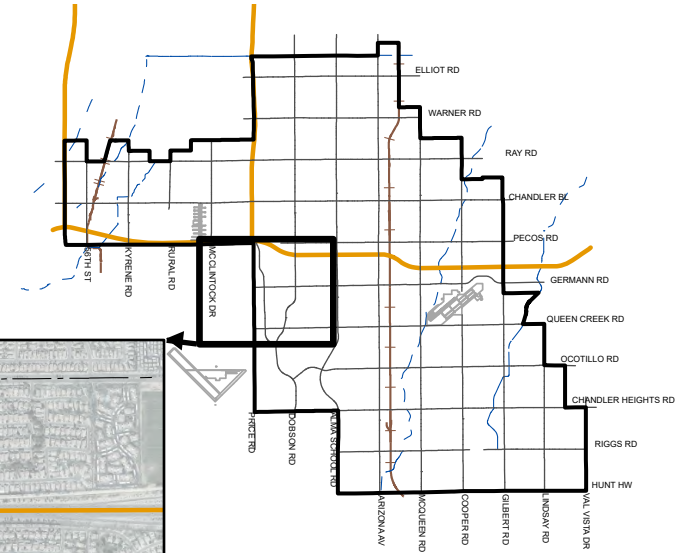
Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
611.3910.6817.6WW266	Wastewater Bond Fund	Sewer Assessment and Rehabilitation	\$38,000,000.00	Y
615.3910.6817.6WW266	Wastewater Op Fund	Sewer Assessment and Rehabilitation	\$5,696,207.25	Y

Attachments

Location Map
Agreement - B&F Contracting

PRICE ROAD 66-INCH SEWER INTERCEPTOR REHABILITATION PROJECT NO. WW2302.401



MEMO NO. CP24-146

 **PROJECT LOCATION**



CITY OF CHANDLER, ARIZONA

PRICE ROAD 66-INCH SEWER INTERCEPTOR REHABILITATION

CITY PROJECT NO. WW2302.401

CONSTRUCTION SERVICES AGREEMENT (CONSTRUCTION MANAGER AT RISK)

Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

**PRICE ROAD 66-INCH SEWER INTERCEPTOR REHABILITATION
CITY PROJECT NO.: WW2302.401**

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**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: WW2302.401**

This Agreement (the "AGREEMENT") is made and entered into on the ____ day of _____, 2024, ("Effective Date") by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and **B&F Contracting, Inc.**, an Arizona corporation, 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: Daniel Haskins, P.E.
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov

CITY: Construction Project Manager: Raymond Potts
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3326 Email: raymond.potts@chandleraz.gov

CM@RISK: Legal Company Name: B&F Contracting, Inc.
Mailing Address: 11011 N. 23rd Ave., Phoenix, AZ 85029
Physical Address: 11011 N. 23rd Ave., Phoenix, AZ 85029
Arizona Roc No.: ROC089744
Federal Tax Id No.: 86-0677300
State Where Organized: Arizona
Business Organization: Corporation
Statutory Agent Name: Bruce Balls
Statutory Agent Mailing Address: 1717 W. Mandalay Ln., Phoenix, AZ 85023
Statutory Agent Physical Address: 1717 W. Mandalay Ln., Phoenix, AZ 85023

CM@Risk's Authorized Project Representative:

Name: Kelly Haberly
Title: Sr. Project Manager
Phone: 623-217-7763
Email: kelly.haberly@bfcontracting.com

PROJECT DESCRIPTION:

Rehabilitation of 13,000 linear feet of 66-inch diameter sanitary sewer pipe and 22 manholes.

PROJECT LOCATION:

Price Road from just south of the SR-202L to the Ocotillo Water Reclamation Facility (OWRF).

ARTICLE 2 - AGREEMENT DOCUMENTS

2.1 AGREEMENT DOCUMENTS

The Agreement between City and CM@Risk will consist of the following Agreement Documents:

1. This Construction Services Agreement 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 Agreement Documents, the Agreement 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 Agreement Documents, including this Agreement.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

Although CM@Risk has performed Pre-Construction Services pursuant to a separate Agreement 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 Agreement. 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 Agreement and are incorporated herein. Any breach of any of CM@Risk's duties, obligations, or warranties under the Pre-Construction Services Agreement will likewise be considered a breach of this Agreement.

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 Agreement 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 an Agreement 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 Agreement 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 Agreement 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 Agreement, including, without limitation, those set forth on attached **Exhibit A**.
- 4.1.6 CM@Risk must perform the Work under this Agreement using only those firms, team members and individuals designated by CM@Risk consistent with the Statement of Qualifications dated June 8, 2023, 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 Agreement and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Agreement will control.
- 4.1.9 Ownership of Work Product. Notwithstanding anything to the contrary in this Agreement, all Work Product prepared or otherwise created in connection with the performance of this Agreement, 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-AGREEMENT 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 - AGREEMENT TIME

6.1 **GENERAL**

- 6.1.1 The Agreement Duration is **590** Calendar Days.

- 6.1.2 The Agreement 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 Agreement 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 Agreement Time.

6.1.4 Time is of the essence of this Agreement 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 Agreement 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 Agreement 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.	n/a	within	n/a	n/a	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 Agreement 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 Agreement 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 Agreement 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 Agreement.

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 Agreement. 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 Agreement. 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 Agreement 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 - AGREEMENT PRICE

7.1 AGREEMENT PRICE

- 7.1.1 In exchange for CM@Risk's full, timely, and acceptable performances and construction of the Work under this Agreement, and subject to all of the terms of this Agreement, City will pay CM@Risk the "Agreement 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 **\$43,696,207.25**. Costs which would cause the GMP to be exceeded must be paid by CM@Risk without reimbursement from City.

- 7.1.2 The Agreement 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 CHANGES TO AGREEMENT PRICE

Shall be determined under Section 9 of the General Conditions.

ARTICLE 8 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

- 8.1 **FORCED LABOR OF ETHNIC UYGHURS PROHIBITED.** By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

SIGNATURE PAGE TO FOLLOW

EXHIBIT A

PROJECT SPECIFIC SPECIAL PROVISIONS

4.2.7 Aerial Construction Photography

General Conditions Section 4 Subsections 4.2.7.1 & 4.2.7.2 are not applicable to this project.

4.2.8 Government Approvals and Permits

General Conditions Section 4 Subsection 4.2.8.1, City permit fees will be paid internally by the City and all other fees will be the responsibility of the Contractor.

Subletting of Agreement

Contractor must perform, with his own organization, work amounting to not less than 50 percent of the total Agreement cost.

Failure to submit Subcontractor's List Form, demonstrating self-performance not less than 50 percent of the total Agreement cost, will cause the bid to be deemed non-responsive.

Contractors should contact the Arizona Registrar of Contractors for information on license requirements.

EXHIBIT B

GENERAL CONDITIONS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the effective date.

"CITY" CITY OF CHANDLER

"CM@Risk"

B&F CONTRACTING, INC.

MAYOR

Kelly Haberly
Signature

5/3/24
Date

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

Kelly Haberly
Print Name

Public works Division Manager
Title

APPROVED AS TO FORM:

Kelly.Haberly@bfcontracting.com
Signer Email Address

City Attorney

JMB

ATTEST:

City Clerk

Seal



GENERAL CONDITIONS

Approved date: July 20, 2022

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Appendix 1 – Policy Statement for Calculating Delays and Damages

Appendix 2 – Cost Reduction Incentive Proposals for Design Bid Build Agreements

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

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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

SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction Agreements entered into by the City of Chandler, unless otherwise specifically excluded in the executed Agreement.

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 Agreement 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 Agreement 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 Agreement Price, the extent of the adjustment to the Agreement Time, or modifications of other agreement terms. The Agreement Price and the Agreement 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 Agreement and for whom the Work or Services are to be provided pursuant to the Agreement(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.

Agreement: The written agreement executed between City and Contractor, including all of the Agreement Documents.

Agreement Documents: The documents which together form the Agreement between City and Contractor, as identified in Article 2 of the Agreement, or are otherwise incorporated into the Agreement, including the Agreement, 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 Agreement.

Agreement 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 Agreement.

Agreement Time(s): The number of calendar days or the dates related to the applicable phase, Substantial Completion, or Final Acceptance as stated in Agreement Documents. Agreement Time starts

with the Notice to Proceed (NTP) and ends with Final Acceptance. The Agreement Time is set forth in the Agreement 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 Agreement 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 Agreement by this reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Agreement.

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 Agreement Documents.

Design Professional: The qualified, licensed person, firm or corporation who furnishes design and construction administration services required under the Agreement 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 agreement 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 Agreement 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 Agreement requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fixed Price: A fixed price or amount for an Agreement Price, Scope of Work, materials, or other item under an Agreement, 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 Agreement 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 Agreement.

Project: The Project specified in the Agreement (including a Job Order).

Project Manager: The Project Manager designated in Article 1 of the Agreement, 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 Agreement 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 Agreement.

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 Agreement 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 Agreement, and to be completed or corrected by Contractor after Substantial Completion and before Final Acceptance in accordance with the Agreement 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 Agreement Documents.

Quality Control (QC) Testing: Testing performed to assure that the materials installed comply with the requirements in the Agreement 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 Agreement. 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 Agreement Price into pay items, such that the sum of all pay items equals the Agreement Price for the construction phase Work, or for any portion of the Work having a separate specified Agreement Price.

Scope of Work: The scope of work agreed to or required by City and incorporated into the Agreement 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 Agreement 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 an Agreement 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 Agreement with Contractor or any other individual or firm having an Agreement 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 Agreement Documents, if any.

Substantial Completion: The date when the City determines that the Work (or separable units of Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement 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 Agreement 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 Agreement 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 Agreement 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 and 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 Agreement 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 Agreement Documents and as outlined in Exhibit A of the Agreement 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 Agreement 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 ensure 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 Agreement 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 Agreement 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 Agreement Documents;
 - b. Design Professional construction phase services rendered on the project during the time the project remains incomplete after the Agreement 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 Agreement 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-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 Prior to award of the Agreement, Contractor must execute Agreement and deliver to City. Failure to do so may delay Agreement 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 Agreement, Agreement must be fully executed by City.

4.2.3 After Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 shutdowns 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 Agreement 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 Agreement 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 Agreement 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 Agreement is taking place. Contractor's Superintendent or designee must be present at the Site at all times any other Work under this Agreement 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 Agreement 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 Agreement 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 Agreement Documents; but no provisions of any such instructions will be effective to impose on City or 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 an Agreement 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 Agreement.

- 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement and work under other Agreements.
 - 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 Agreement Documents.
 - j. Contractor's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Agreement.
 - 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 Agreement 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 Agreement. 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement. 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 Agreement. 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 Agreement 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 Agreement Documents and a reduction in the Agreement 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 Agreement 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 Agreement Documents, or by any specific provision of the Agreement 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 Agreement 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 Agreement 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 Agreement Documents, including appropriate reduction in the Agreement 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 Agreement Documents are intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Agreement 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 Agreement Documents during the warranty periods set forth in this Section, or during any longer periods to the extent required by the Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement Documents.
- 4.9.14 Without limiting the foregoing or anything in these General Conditions or the Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement 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 - AGREEMENT TIME

6.1 AGREEMENT TIME

- 6.1.1 The Agreement 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 Agreement. 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 agreement insurance, bonds, and schedules are submitted to and accepted by the City.
- 6.1.3 The Agreement 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 Agreement Time.
- 6.1.4 Time is of the essence of this Agreement, 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 Agreement Documents within the time periods specified herein, will constitute a material breach of this Agreement entitling City to terminate the Agreement unless Contractor applies for and receives an extension of time, in accordance with the procedures set forth in the Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement Documents and completion of the Project within the Agreement 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 Agreement Time remains the obligation of Contractor. City’s review does not relieve Contractor from compliance with the requirements of the Agreement 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 Agreement Time, as adjusted in accordance with the Agreement Documents. No modification to the Agreement Documents or the Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement 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, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement 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 Agreement 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 agreements) after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Agreement.

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 Agreement Documents, law or equity.

6.6.2 Furthermore, the timely completion of the Work being of the utmost importance under this Agreement, notwithstanding the existence of one or more disputes between the parties

concerning the scope of the Work, the Project Schedule, Agreement 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 Agreement 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 - AGREEMENT PRICE

7.1 UNIT PRICE AGREEMENTS

- 7.1.1 The Agreement Price for all Unit Price Agreements will be the amount set forth in the Agreement or Change Order multiplied by the verified quantity provided.
- 7.1.2 Measurements of quantities to determine the total Agreement 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 Agreement 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.

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 Agreement 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 Agreement 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 Agreement, the Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the Agreement 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 Agreement.
- 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 Agreement 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 agreements, and notices of its provision must be given to all persons furnishing materials for the Work when no formal agreement 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 Agreement, 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 Agreement 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 Agreement Price;
- e. Damage to City or another Contractor;
- f. Reasonable evidence that the Work will not be completed within the Agreement 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 Agreement Documents;
or
- h. Contractor is in default of any of its other obligations under the Agreement 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 agreements, 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 Agreement 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 Agreement, 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 Agreements 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 Agreement 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 Agreement 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 Agreement requirements for deliverables;
- b. Compliance with approved Plans and Specifications;
- c. Compliance with § 14.9 below;
- d. Compliance with Agreement 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 agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum agreements) have the same right to audit provisions contained in this Agreement included in their agreements 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 Agreement 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 AGREEMENT

9.1 FIELD ORDERS

City may authorize minor changes in the Work not involving an adjustment in the Agreement Price or the Agreement Times, which are consistent with the overall intent of the Agreement 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 Agreement Price or Agreement 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 Agreement 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

Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement Documents;
- c. When the City determines that a Unit Price Book Job Order associated with a Job Order Agreement 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 Agreement, 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 Agreement 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 Agreement (including Change Orders) will be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Agreement will have the same effect as if they had been included in the original Agreement.

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 of other modification of the Agreement 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 Agreement Price adjustments under the Agreement. 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 Agreement 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 Agreement period and up to three years after final payment is made on the Agreement) 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 Agreement regarding pricing of Change Orders, an appropriate Agreement Price adjustment will be made. Such post-approval Contact 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 Agreement Price or Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement.

10.2.2 City may also terminate the Agreement 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 Agreement Documents or any other Agreement between City and Contractor.

10.2.3 When any of the above reasons exist, City may terminate the Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement.

10.3 **TERMINATION BY CITY FOR CONVENIENCE**

City may also terminate the Agreement 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 Agreement, no further payments will be due from City to Contractor.

10.4 **A.R.S. § 38-511**

The Agreement 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 Agreement 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 Agreement are satisfied, the insurances set forth below.

11.1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

- 11.1.4 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, 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 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.
- 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 Agreement. The Contractor is responsible for executing the Agreement 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 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.
- 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 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.
- 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 Agreement 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 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 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 Agreement.

- 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 again 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 Agreement 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 Agreement 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 Agreement.

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 Agreement 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 Agreement 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 Agreement.

11.3.9 Insurance Cancellation During Agreement Term.

11.3.9.1 If any of the required policies expire during the life of this Agreement, 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 Agreement 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 Agreement.

11.4 **BONDS AND OTHER PERFORMANCE SECURITY**

11.4.1 After Agreement award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Agreement 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 Agreement 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 "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) (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 Indemnitee from and against any and all Claims, except those arising solely from Indemnitee'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 Indemnitee 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 Agreement, 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 Agreement until such dispute is resolved.
- 13.3 Notwithstanding any other provision in this Agreement, 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 Agreement, to obtain specific performance of any provision of the Agreement, to advance the completion of the Project, or to protect health, welfare and safety.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 AGREEMENT DOCUMENTS

- 14.1.1 The Agreement Documents are intended to permit the parties to complete the Work and all obligations required by the Agreement Documents within the Agreement Times for the Agreement Price. The Agreement 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 Agreement Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Agreement Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Agreement 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 Agreement Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Agreement Documents), Contractor's Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to Agreement award) when attached as an exhibit to the Agreement, 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, Agreement Drawings, as the same may be more specifically identified in the Agreement, 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 Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Agreement Documents.
- 14.1.4 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as follows from highest to lowest: Change Orders, Addenda, Agreement, 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 Agreement, 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 Agreement Documents will be issued by the Design Professional through the City.
- 14.1.7 The headings used in this Agreement or any other Agreement 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 Agreement 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 Agreement Documents.
- 14.1.9 The Agreement 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 Agreement if there were no Bids), except as may be otherwise specifically stated in the Agreement 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 Agreement 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 Agreement 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 Agreement and subject to penalties up to and including termination of this Agreement.

- 14.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement 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 agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement 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 Agreement 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 Agreement. 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 Agreement 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 Agreement Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Agreement.

14.7 **SUCCESSORS**

Contractor and City intend that the provisions of the Agreement 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 an agreement 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 agreement 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 Agreement, Contractor certifies under A.R.S. § 35-393.01 that Contractor is not currently engaged in and for the duration of this Agreement will not engage in a boycott of Israel.

14.10 **NO THIRD PARTY BENEFICIARY**

Nothing under the Agreement Documents will be construed to give any rights or benefits in the Agreement Documents to anyone other than City and Contractor, and all duties and responsibilities undertaken pursuant to the Agreement 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 Agreement Documents.

14.11 **GOVERNING LAW AND VENUE**

The Agreement and all Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement, including, without limitation, those set

forth on Exhibit C of the Agreement.

14.14 **PARTIAL INVALIDITY**

If any provision of the Agreement 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 Agreement bring an action to enforce any provision of the Agreement, 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 Agreement. 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 Agreement. If Contractor gains financial or economic interest in the Project during the course of this Agreement, this may be grounds for terminating this Agreement. Any decision to terminate the Agreement must be at the sole discretion of City.

14.16.2 Contractor will not engage the services on this Agreement 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 Agreement Modifications for this Agreement.

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 Agreement.

14.17 **INDEPENDENT CONTRACTOR**

Contractor is and must be an independent contractor. Any provisions in the Agreement 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 Agreement, “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 Agreement.
- 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 Agreement is confidential and proprietary information belonging to City.
- 14.20.3 Except as specifically provided in this Agreement, 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 Agreement. 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 Agreement 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 Agreement 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 agreement 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 Agreement.
- 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

Agreement 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 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.

14.23 **NO WAIVER**

The failure of either party to enforce any of the provisions of the Agreement 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 Agreement 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 Agreement 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 Agreement. 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 Agreement or the Scope of Work, or effectuate any change that requires a written Change Order.

14.25.3 When any provisions of the Agreement 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 Agreement Article 1, incorporated by reference.

14.25.4 When any provisions of the Agreement 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 Agreement 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 Agreement 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 Agreement. Specifically, all employees of Contractor who are working under an agreement 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 Agreement and possible debarment from bidding on future City projects.

SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED AGREEMENTS, CHANGE ORDERS, AND JOB ORDERS

15.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 apply to GMP and Cost-Based Agreements, 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 Agreement with City. In these General Conditions, the term "Contractor" includes CM@Risk under both Pre-Construction and Construction Services Agreements.

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.

Agreement Documents –

Where compensation under the Agreement is based upon a GMP accepted by City, the term "Agreement Documents" also includes the accepted GMP Proposal.

Agreement Price –

Where compensation under the Agreement based upon a GMP accepted by City, the term "Agreement Price" refers to the GMP.

Cost-Based Agreement, Change Order, or Job Order –

A Agreement, Change Order, or Job Order where the Agreement Price is based upon the actual cost of performing the Work, subject to the terms of the Agreement 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 Agreement. 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 Agreement or required by the Project Team.

Pre-Construction Services Agreement –

The Agreement 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 Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of the CM@Risk under the Pre-Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

Pre-Construction Services –

The services to be provided under the Pre-Construction Services Agreement, 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 Agreement, Change Order, or Job Order if applicable.

15.2 AGREEMENT PRICE

15.2.1 The Agreement Price for all Agreements, 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 Agreement, Change Order, or Job Order, all Cost Based pricing will be subject to and limited to GMP.

15.2.2 The Agreement 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 Agreement Price. All other costs will not be paid by City and will not be chargeable against the Agreement Price.

15.2.4 Cost-Based Agreements. For Agreements, 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 Agreement Price all Allowances stated in the Agreement 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 Agreement 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 Agreement Sum and not in the Allowance; and

15.3.2.3 Whenever the cost is more or less than the Allowance, the Agreement 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) agreement 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 Agreement 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 Agreement.

15.6 **FINAL PAYMENT**

If the Agreement 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 Agreement, 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 AGREEMENTS (JOC)

16.1 ADDITIONAL DEFINITIONS

The definitions set forth in Sections 2 and below will apply to all Job Order Agreements and Job Orders. In addition, the definitions set forth in Section 15.1 above will apply to all Cost-Based Job Orders.

Agreement –

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 Agreement 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 Agreement 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 Agreement 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 Agreements, 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 Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreements.

17.2 GENERAL

17.2.1 CM@Risk must perform the Services required by, and in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement 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 Agreement 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 Agreement 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 Agreement, 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 know 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 Agreement 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 Agreement Price until acceptance of ALL Pre-Construction Services and award of the final approved Construction Services Agreement 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 Agreement 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 Agreement. 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 AGREEMENT, DUTIES, OBLIGATIONS AND WARRANTIES**

If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of CM@Risk under the Pre- Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

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 Agreements
- 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 Agreement Documents, and will be the Agreement 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 Agreement 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 Agreement Completion Time set forth in the Agreement Document will be considered for issues relating to Agreement 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. Agreement 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 Agreement 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 Agreement at or prior to the time of execution of the Agreement. Since the Contractor presumably has no control over the events causing the delay, he may be entitled to both Agreement 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 Agreement; 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 Agreement Submittals in accordance with the Agreement; 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 Agreement 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 Agreement Specifications. Again, this list is not necessarily all inclusive.

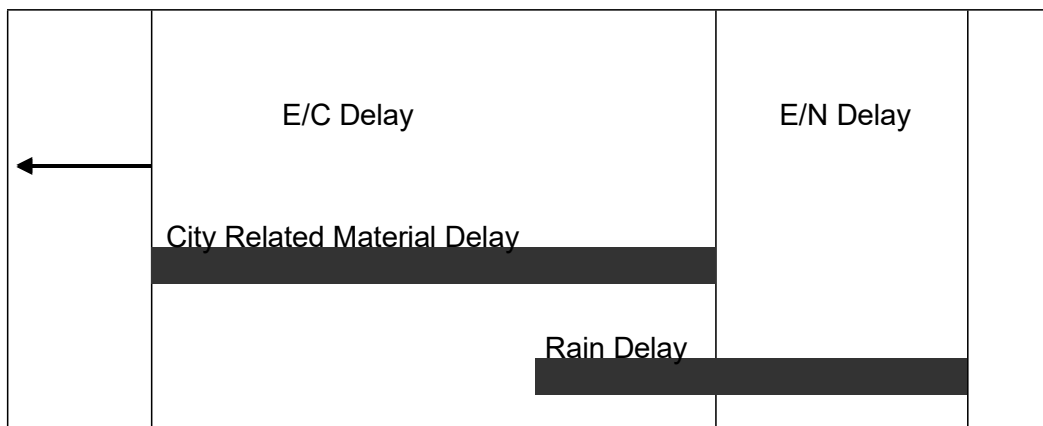
D. Concurrent:

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 Agreement completion time are considered as delays. The concurrent delay is considered an additional delay only to the extent it prolongs

the delay to the Agreement 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 Agreement 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.

General Conditions

Appendix 1

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 Agreement 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 Agreement 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 Agreement. 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).

General Conditions

Appendix 1

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 AGREEMENTS

The Contractor may submit to the Engineer proposals for modifying the Plans, Specifications, or other requirements of the Agreement 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 Agreement 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 Agreement 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 Agreement and under the proposed changes, including the cost of developing and implementing the changes.
6. The Agreement 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.

General Conditions Appendix 2

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.

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 Agreement.

If the Contractor's Proposal is accepted in whole or in part, the necessary Agreement Modifications and Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement prices. Agreement prices may be adjusted by subtracting the City's share of the accrued net savings.

General Conditions Appendix 2

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 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: [TITLE]

CITY PROJECT NUMBER: [#####]

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 Agreement 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: [TITLE]
City Project No.: [####]

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 Agreement, 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 Agreement 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 Agreement with the Obligee, dated the _____ day of _____, 20__ for construction of [TITLE], [####] which Agreement 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, and conditions of the Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement 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 Agreement.

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

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 Agreement 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 Agreement with the Obligee, dated the _____ day of _____, 20__ for construction of [TITLE], [####] which Agreement 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 Agreement, 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 Agreement.

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

DISPUTE RESOLUTION

A. INFORMAL DISPUTE RESOLUTION

The parties to the Agreement agree that time is of the essence in relation to performance of the Agreement and completion of the Project, therefore any and all disputes in relation to the Agreement 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 Agreement 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 Agreement provisions in the Agreement 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 Agreement 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 Agreement Documents, the Agreement 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 Agreement 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 Agreement, except Claims relating to aesthetic effect and except those claims waived as provided for in the Agreement 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:	[TITLE]		
CITY PROJECT NO.:	[####]		
<i>If Federally Funded:</i>			
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 AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE AGREEMENTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF THE COMPLETION DATE LISTED HERE:

<u>FINAL ACCEPTANCE DATE:</u>	
--------------------------------------	--

PRIME CONTRACTOR:

FIRM NAME:			
PRINCIPAL:			
TITLE:			
SIGNATURE:		DATE:	

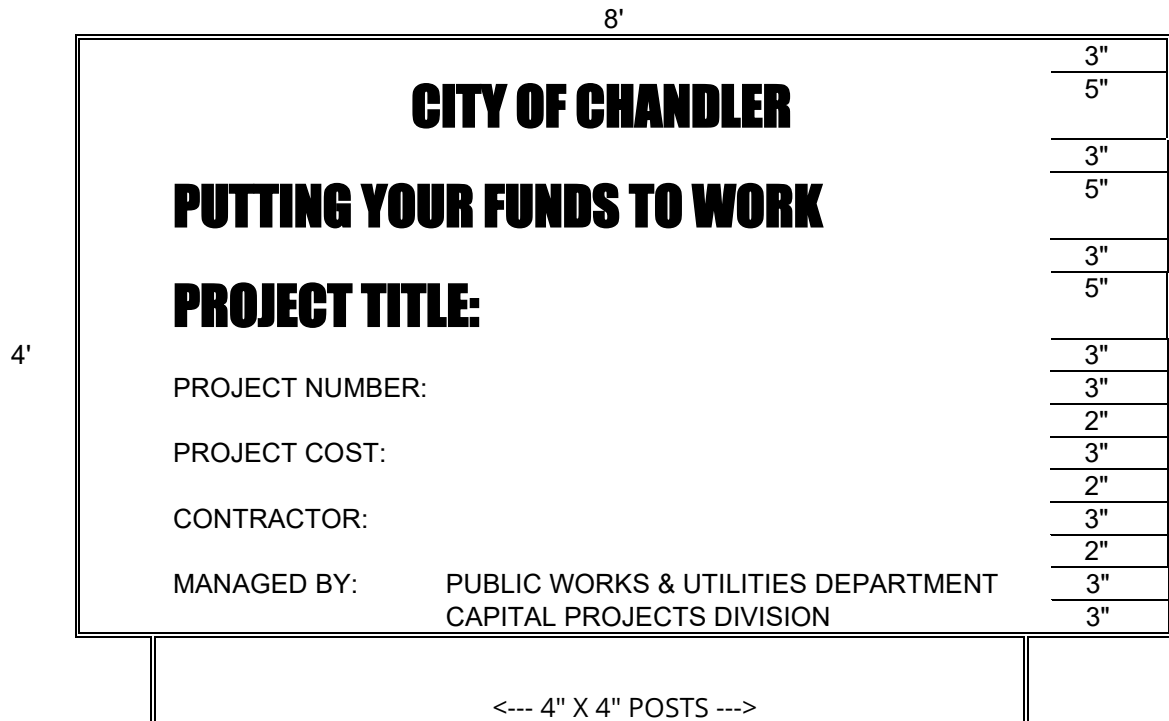
CERTIFIED BY **[INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION]:**

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 Agreement 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 Agreement 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 Agreement 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 Agreement.

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 agreement 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 Agreement. The City will reimburse Contractor for contractually required bond at time of first pay application for GMP and Cost-Based Agreements upon receipt of proof of payment from the Contractor. If the Contractor completes Work for less than the Agreement 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 Agreement 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 Agreement 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 Agreements. 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 Agreements 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 Agreement Documents to pay.
- 1.6.4 Fees of laboratories for tests required by the Agreement 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 Agreement Documents; the cost of defending suites or claims for infringement of patent rights arising from such requirement of the Agreement 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 Agreement 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 Agreement 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 Agreement Price or on a lump/stipulate sum basis as set forth in the Agreement. 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



PRICE ROAD 66-INCH SEWER INTERCEPTOR REHABILITATION

WW2302.201

TECHNICAL SPECIFICATIONS

Submitted to
CITY OF CHANDLER

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PRICE ROAD 66-INCH SEWER INTERCEPTOR REHABILITATION WW2302.201

TECHNICAL SPECIFICATIONS

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SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE

- A. All construction shall be provided in accordance with the requirements of the 2023 City of Chandler Supplement to MAG Standard Specifications and Details and the 2023 revision to the 2020 Maricopa Association of Government (MAG) Standard Specifications and Details for Public Works Construction.
- B. The Contractor shall provide all materials, equipment, and labor necessary to rehabilitate/replace sanitary sewer pipe and manholes utilizing techniques and methods as described in the project Design Drawings and Technical Specifications.
- C. Major work to be performed under this contract includes, but is not limited to the following:
 - 1. Provide traffic control as necessary for bypass operations, remote Closed-Circuit Television (CCTV) visual inspection, cleaning, sanitary sewer pipe and access manhole rehabilitation. Traffic control plans shall be submitted to the City for approval and receive a traffic control permit prior to construction activities.
 - 2. Restore area disturbed by constructions activities back to pre-construction conditions.
 - 3. Provide coordination with a Public Notification Firm for notification of construction activities to the public, as applicable.
 - 4. Provide all bypass pumping, piping, power, noise control, and odor control including materials, labor, and equipment necessary to divert sanitary sewage flows around the rehabilitation construction area as necessary to complete the work.
 - 5. Provide pavement replacement in accordance with current City and/or ADOT specifications.
 - 6. Perform cleaning of sanitary sewer pipe to remove all grease, scale, roots, debris, and foreign protrusions prior to pipe rehabilitation.
 - 7. Perform CCTV investigation to confirm appropriate cleaning efforts and identify any pipe conditions that would prohibit proper cured-in-place pipe (CIPP) lining method of pipe rehabilitation.
 - 8. Provide all equipment, labor, and materials, including ancillary work required in manholes or excavation of access pit(s) to install CIPP liner into sanitary sewer pipes along with a gaseous/watertight seal at the access manhole interface as

SECTION 01010

SUMMARY OF WORK

indicated in the Contract Documents.

9. Provide equipment, labor, and materials to structurally repair the sanitary sewer manholes bench/throat as necessary, install a structural insert into existing manhole interior, and apply a gas tight protective barrier to the bench and throat continuously between the CIPP pipe lining and the wall of the manhole insert as indicated in the Contract Documents.
10. Perform “pre” pipe rehabilitation and “post” pipe rehabilitation CCTV condition documentation.
11. Coordinate work activities with adjacent businesses, public events, and special needs (e.g. medical and emergency response).
12. Coordinate and obtain Encroachment Permits from the Arizona Department of Transportation (ADOT).
13. Maintain access to private properties including sidewalks and driveways as necessary during the course of the work. Maintain sanitary sewer service to properties as necessary to prevent sewage backups into homes and businesses.
14. Restore the construction sites to pre-existing conditions.
15. Provide all equipment, labor, and materials to maintain nuisance odorous gasses within City accepted limits.
16. Provide all equipment, labor, and materials to prevent detrimental heated water from entering the wastewater treatment facility.

1.02 UTILITIES

- A. The Contractor shall field locate and verify the horizontal and vertical location of all piping along with wet and dry utilities prior to conducting any excavation work.
- B. The Contractor is required to contact Arizona 811, formerly Blue Stake, at 811 at least five (5) working days prior to the start of any excavation.
- C. Quarter Section maps of the City’s sanitary sewer collection system are available upon request from the City. It shall be the responsibility of the Contractor to coordinate and obtain copies of these maps. The Contractor shall not solely rely upon the information contained in the mapping and shall field verify for accuracy.

1.03 FLOW CHARACTERISTICS

- A. The project sanitary sewer collection system receives wastewater from residential and commercial facilities within the City through both gravity and off-site lift station force main discharge. The Contractor shall bypass flows around the work area described in

SECTION 01010
SUMMARY OF WORK

the project as necessary to complete the work specified.

- B. The collection system may receive nuisance runoff water during storm events. Volumes of nuisance water are unpredictable. The Contractor shall be responsible to take appropriate precaution when rain events are pending.
- C. The Contractor shall be responsible for any/all monitoring of flows as necessary to size the bypass system to ensure against Sanitary Sewer Overflows (SSO) of upstream sewers.
- D. The Contractor shall be responsible for maintaining uninterrupted sanitary sewer services in laterals within the segment affected by the manhole and pipe rehabilitation and bypass pump flows, if necessary, to ensure against detrimental surcharging of laterals and backup of raw sewage into residences and businesses.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

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SECTION 01010
SUMMARY OF WORK

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PART 1 - GENERAL

1.01 CONTINUITY OF FACILITY OPERATIONS

Work under this Contract shall be planned, scheduled, and performed so as to minimize disruption to the operation of existing business, facilities, surrounding residents and the traveling public. The Contractor shall provide all equipment and facilities (including piping, pumps, odor mitigation, and noise control along with standby power, pumps, equipment, and appurtenances) necessary to maintain flow through and/or around existing facilities. Contractor shall be responsible for traffic control to redirect the flow of traffic through and/or around the work area, including pedestrian traffic.

1.02 PROJECT COMPLETION

The project shall be completed within the contract time as outlined in the Construction Contract.

1.03 PUBLIC INFORMATION

A. Refer to Technical Specification Section 01400 - PUBLIC AWARENESS

1.04 SCHEDULING AND SEQUENCING CONSTRAINTS

- A. The Contractor shall rehabilitate pipes and manholes identified in the Construction Documents. Once construction activities commence, the Contractor shall continue uninterrupted until all pipes identified for rehabilitation are completed.
- B. No construction activities shall begin on-site until all required submittals are transmitted to the City or City's Representative and returned stamped with "No Exceptions Taken" or "Make Corrections Noted".
- C. The Contractor shall receive written approval from the property owner of equipment storage sites. Maps depicting locations of the equipment storage sites and copies of signed agreements shall be submitted to the City's Representative prior to occupancy.
- D. Traffic control shall remain in effect as dictated by the approved Traffic Control Plan and Permit until all work is completed and inspected. Contractor shall maintain access to all private properties within the project area on a 24-hour basis unless written approval is otherwise obtained from property(s) owners for reduced access. Copies of all written approvals shall be provided to the City or City's Representative prior to work commencing.
- E. Bypassing sewage flow and containment as required for rehabilitation of pipes is part of this contract. Refer to Technical Specification Section 02145 – DIVERSION OF

SECTION 01014

WORK SEQUENCE

SEWAGE FLOW AND DEWATERING for the bypass pumping requirements and restrictions.

- F. Odor control shall be provided at all times during the rehabilitation work. The odor control plan shall be submitted to the City's Representative at the project coordination construction meeting prior to commencement of work within the individual work area.
- G. Cleaning and CCTV of the pipe interior is required for all pipes scheduled to be rehabilitated. Whenever active sewer flow is present, time lapse between cleaning and pipe rehabilitation shall be no greater than 30 calendar days and no sooner than 48 hours to identify the presence of roots or identify conditions that may impede/prevent/impact pipe rehabilitation quality. Refer to Technical Specification Section 02146 - SEWER AND SEWER STRUCTURE CLEANING.

Pipe shall be re-cleaned and CCTV to document existing condition just prior to pipe rehabilitation. Contractor shall inspect CCTV records prior to CIPP installation. Commencement of pipe rehabilitation constitutes Contractor's acceptance of existing conditions are acceptable for rehabilitation and warrants the quality of the pipe rehabilitation.

- H. The Contractor shall provide CCTV records after each pipe is taken out of service, dewatered, and cleaned for the City's Representative to review said records collected by the Contractor of the pipe interior. The Contractor shall notify the City or City's Representative at least 48 hours prior to completion of the cleaning and CCTV video operation. Refer to Technical Specification Section 02147 - REMOTE CCTV INSPECTION OF EXISTING AND REHABILITATED SEWERS.
- I. The Contractor shall perform a detailed inspection of the work to confirm completion of all work items and conformance to the project Technical Specifications. The final inspection of the work shall be carried out by the City or City's Representative after receipt of the Contractor's written request for final inspection.
- J. After receipt of the Contractor's written notice of work completion, the City or City's Representative will perform a detailed inspection and will create a punch list of omissions and defects observed. Punch list items shall be promptly corrected by the Contractor. The Contractor shall then schedule a time for the final inspection by the City or City's Representative upon satisfactory completion of the punch list items. All costs associated with additional inspections after the final inspection, including the City's Representative's time and inspection costs, shall be the responsibility of the Contractor.

1.05 CONTRACTOR WORK HOURS

- A. The Contractor shall ensure adequate resources are available to complete all work within regular business hours per City of Chandler-Code of Ordinances Part III.11-10.2 Construction Noise.
- B. Contractor shall be required to operate bypass pumping systems 24-hours per day.

SECTION 01014
WORK SEQUENCE

Work at night to minimize disruption to area residents or businesses may be required. It shall be the responsibility of the Contractor to apply for the necessary permits for the extended work hours.

PART 2 - PRODUCTS
(NOT USED)

PART 3 - EXECUTION
(NOT USED)

**** END OF SECTION ****

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SECTION 01014
WORK SEQUENCE

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SECTION 01015

CONTRACTORS USE OF PREMISES

PART 1- GENERAL

1.01 OWNER'S RESPONSIBILITIES

- A. The City of Chandler staff is responsible for operating the existing sewers and facilities throughout the execution of this Project.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. Except where the Contractor is bypassing flows, sewer pipes shall remain in operation throughout the performance of this Project. All coordination between the City's operations personnel and the Contractor on all matters shall be through the City's Representative unless otherwise approved in writing by the City.

1.03 USE AND OPERATION OF EXISTING FACILITIES

- A. The Contractor shall not interfere with the operation of existing sewers and sanitary sewer pipes, except to bypass flows as necessary to perform the work. The Contractor shall use debris shields and exercise every precaution to ensure that debris and material from its operation does not enter the sewer. Any debris or blockage entering into the sewer as a result of the Contractor's work shall be immediately removed and 5,000 linear feet of pipe upstream and downstream shall be cleaned at the Contractor's expense. Any damage caused by or as a result of the debris entering the sewer shall be the responsibility of the Contractor.
- B. All costs, coordination, permits, and fees associated with the location of staging areas, material, equipment storage, and site trailer location (if applicable) shall be the responsibility of the Contractor. The Contractor shall submit copies of individual landowner agreements (if present) to the City. All disturbed areas shall comply with the dust control permit required by Maricopa County Air Quality Department as specified in Technical Specification Section 01062 – PERMITS AND EASEMENTS.

1.04 TRAFFIC:

- A. The Contractor shall comply with City of Chandler's Technical Design Manual #7 – Traffic Barricade Design.

1.05 DAMAGE TO EXISTING PROPERTY

- A. The Contractor shall be responsible for any damage to existing structures, piping, work, materials, or equipment because of its operations, and shall repair or replace any damaged structures, piping, work, materials or equipment to the satisfaction of, and at no additional cost to the City.
- B. The Contractor shall protect all existing structures and property from damage.

SECTION 01015
CONTRACTORS USE OF PREMISES

- C. The Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, walking trails, driveways, ditches, embankments, drainages, floodways, landscaping, or other public or private property, which may be caused by the work including transporting equipment, materials, or workers to or from the work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement and/or as specified in these Technical Specifications.
- D. The Contractor shall be responsible for any and all damage to private property as caused by the Contractor's operations including but not limited to sewage spills/backups.
- E. The Contractor shall be responsible to identify, locate and control all contributory flows, either mainline or lateral, that may detrimentally impact the proper rehabilitation of the sewer pipe and manholes.

1.06 RESIDENT SERVICES

- A. The Contractor shall be responsible for maintaining general services provided to residents and businesses.
- B. The Contractor shall be responsible for damage to businesses or residents if damage is caused by a backup of the sewer system. Contractor shall immediately clean and repair the system to proper working order. If not done in a timely manner, the City may have another contractor perform cleaning and repairs and reduce compensation to the Contractor to cover these expenses.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

**** END OF SECTION ****

PART 1 - GENERAL

1.01 HEALTH AND SAFETY REGULATIONS

- A. The Contractor shall exercise precaution at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection, including all Federal, State, and Local occupational safety and health acts, codes, standards, and regulations promulgated thereunder. The Contractor shall have copies of, but not limited to, confined space entry permit on-site and available for review any time work activities are commencing.
- B. The Contractor shall comply with the provisions of the Federal Occupational Safety and Health Act (OSHA), as amended.
- C. The Contractor shall comply with the provisions of the Maricopa County Air Quality Department.
- D. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of the employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services and/or as specified by the Maricopa County Public Health Department, Sanitary Code.
- E. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions reasonably necessary to protect the life and the health of employees on the job, the safety of the public, and to protect property in connection with the performance of the work covered by this contract.

1.02 SPECIAL CONSIDERATIONS

A. GENERAL

This Technical Specification Section describes certain minimum precautions the Contractor shall consider in developing its health and safety program. It supplements the regulatory requirements of Paragraph 1.01 and the requirements of the General Conditions. Sewers and appurtenant structures are considered confined spaces and are subject to federal, state, and local regulations governing confined space entry and safety procedures.

B. INFECTIOUS DISEASES:

The Contractor should anticipate that a wide spectrum of disease-producing organisms will be present in the sewer. In addition to the requirements set forth in the regulations described in Paragraph 1.01 above, the Contractor shall provide the following as a minimum:

SECTION 01060

HEALTH AND SAFETY

1. Instruction in appropriate disease-prevention mechanisms and personal sanitation practices for all workers and supervisors.
2. A preventative inoculation program (tetanus/diphtheria, hepatitis, etc.) to all workers and supervisors.
3. Clothing to protect against infection, including rubber boots with full sole and heel steel insert-liners, safety glasses or goggles, and gloves to all workers and supervisors.

C. DANGEROUS GASES AND OXYGEN DEFICIENCY:

The sewer pipe, sewer access manholes and junction structures are confined spaces, which mean they have a limited means of egress and are subject to the accumulation of dangerous gases or oxygen deficiency. Volatile petroleum products and common household hazardous materials may be present within the sewer. Explosive gases, such as methane generated from decomposing organic material, may be accumulated. Toxic gases, such as hydrogen sulfide, may be present in life-threatening concentrations. Significant oxygen depletion may occur. In addition, construction procedures may require combustion engine machinery to be located in or near the work site. Therefore, gaseous combustion by-products, such as carbon monoxide, may be present.

In addition to the requirements set forth in the regulations described in Paragraph 1.01 above, the Contractor shall provide the following:

1. Portable atmospheric monitors that measure levels of oxygen, explosive gas (methane), carbon monoxide, and toxic gas (hydrogen sulfide). Monitors shall be properly calibrated and carefully maintained throughout the construction period. Monitors shall be used continuously while personnel are in the sewer.

D. TOXIC CHEMICALS:

Toxic chemicals may be part of the construction process. The Contractor shall abide by all handling procedures recommended by the manufacturer when dealing with toxic chemicals.

E. ASBESTOS-CEMENT PIPE:

The Contractor shall abide by all asbestos-cement handling procedures as required by all Federal, State, and Local regulatory agencies.

1.03 SUBMITTALS

The Contractor shall submit a Health and Safety Plan according to Technical Specification Section 01300 – SUBMITTALS. The City does not approve Contractor safety plans but can issue stop work orders to the contractor if an unsafe condition has been observed.

PART 2 - PRODUCTS

2.01 HEALTH AND SAFETY PLAN

A. GENERAL

The Contractor shall develop and maintain for the duration of the Contract three (3) copies of a Health and Safety Plan that will effectively incorporate and implement all required health and safety precautions. At least one (1) copy shall be located on the Contractor's work site.

B. COMPLIANCE

The Contractor shall appoint an on-site employee who is qualified, trained and authorized to supervise and enforce compliance with the Health and Safety Plan. The Contractor is responsible for ensuring that necessary gas monitoring, protective clothing, and other supplies and equipment as specified are available to implement this plan.

C. REVISIONS

In the event that regulatory agencies or jurisdictions determine the Health and Safety Plan to be inadequate to protect employees and the public:

1. The Contractor shall stop the work in progress until adequate safety measures are implemented.
2. The Contractor shall modify the plan to meet the requirements of said regulatory agencies, jurisdictions, and the City.
3. The City will be notified immediately when a notification of deficiency is issued by another agency and/or jurisdiction.
4. The Contractor shall provide the City and City's Representative with the revisions to the plan within two (2) days of the notice of deficiency.

D. MINIMUM CONSIDERATIONS

The Health and Safety Plan shall, as a minimum, include the following considerations:

1. Objective.
2. Key personnel and responsibilities.
3. Hazard analysis of the work activities and environment.

SECTION 01060

HEALTH AND SAFETY

4. Training requirements, including contractor's and sub-contractor's authorized personnel and qualifications for work in confined spaces.
5. Personal protective equipment.
6. Confined Space Entry Plan.
7. Site control measures.
8. Work practices, decontamination procedures, and work limitations.
9. Emergency procedures, including sewer evacuation plan, location of first aid, fire extinguishers, eyewash, drinking water, map showing route to nearest medical facility, list of key personnel who are currently certified in first aid/CPR.
10. Job site cleanup, and spill containment and cleanup procedures.
11. Telephone numbers:
 - a. 24-hour number to contact Contractor's Representative.
 - b. Emergency services.
 - c. City
 - d. City's Representative.
12. Documentation (training, injury or illness, respirator-fit tests, hazards notification log, etc.).

PART 3 - EXECUTION

(NOT USED)

**** END OF SECTION ****

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SECTION 01062

PERMITS AND EASEMENTS

PART 1 - GENERAL

1.01 EASEMENTS

Sewers and access manholes are in the City of Chandler right-of-way or utility easements, ADOT right-of-way or another outside agency easement. The Contractor shall be responsible for obtaining permits or permissions to access all applicable areas and to limit construction activities to those areas.

1.02 PERMITS TO BE OBTAINED BY THE CONTRACTOR

The Contractor shall obtain any additional permits and access agreements required by the work and shall pay all costs thereof, including agency inspections. The Contractor shall comply with all applicable terms and conditions therein and provide copies to the City's Representative before working in areas covered by those permits. The following permits, but not necessarily limited to the following, shall be obtained by the Contractor if applicable to the work:

- 1) Occupational Safety and Health Association (OSHA) – Confined Space Entry Permit.
- 2) Arizona Department of Environmental Quality (ADEQ) – Storm Water Management Plan (SWMP).
- 3) Maricopa County Air Quality Department – Dust Control Permit.
- 4) City of Chandler - Encroachment Permit.
- 5) City of Chandler - Traffic Control Permit.
- 6) Arizona Department of Transportation (ADOT) Encroachment Permit.
- 7) Others as applicable.

1.03 POSTING

Permits shall be posted (or available for review) at the site of the work at all times work is commencing. All permits shall be submitted to the City in accordance with Technical Specification Section 01300 – SUBMITTALS.

PART 2 – PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

**** END OF SECTION ****

SECTION 01062
PERMITS AND EASEMENTS

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SECTION 01064 INSPECTION AND TESTING

PART 1 - GENERAL

1.01 INSPECTION AND TESTING OF MATERIALS

All workmanship and materials shall be subject to inspection by the City or City's Representative, who may select samples of materials in such a quantity as the City's Representative may deem necessary to determine their qualities, as herein specified. Any samples taken shall be at the discretion of the City and shall be in addition to those required to be taken by the Contractor as specified in these Technical Specifications, manufacturer's recommendations, and permits requiring test results. The City or City's Representative will accept or reject the materials in accordance with the results of such trials or from test results submitted from an independent testing laboratory. All rejected materials shall be promptly replaced to the satisfaction of the City or City's Representative. The Contractor shall assist the City or City's Representative by providing access to the location where the work is in progress. The Contractor shall replace rejected work and materials and bear all costs for doing so.

Non-rejection or non-inspection of materials does not constitute acceptance by the City or the City's Representative.

The City or City's Representative inspection will be provided on an 8-hour per day, 5-day per week basis, excluding weekends and holidays. The Contractor shall not schedule any overtime work which requires inspection or material testing without written permission from the City or City's Representative twenty-four (24) hours before the proposed overtime work. The City reserves the right to deny the requested overtime. If an overtime request is denied, the City may extend the contract time at no additional cost to the City.

1.02 REFERENCES

Refer to Technical Specification Section 02148 – CIPP LINING OF EXISTING SEWERS

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01064
INSPECTION AND TESTING

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SECTION 01102

CONTRACTOR'S HAZARDOUS MATERIALS MANAGEMENT PROGRAM

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor shall Comply with all Federal, State, and local rules and regulations related to environmental protection and environmental safety including, but not limited to, the following:
1. Title 29 Code of Federal Regulations Parts 1910, Occupational Safety and Health.
 2. Title 40 Code of Federal Regulations, Protection of Environment.
 3. Title 49 Code of Federal Regulations, Transportation.
 4. State Occupational Safety and Health Administration (OSHA).
 5. Arizona Department of Environmental Quality (ADEQ).
 6. Arizona Department of Water Resources (ADWR).
 7. Maricopa County Air Pollution Control Regulations.
 8. Maricopa County Air Quality Department Regulations.
- B. To ensure the City that the Contractor is complying with the intent of the regulations stated in Paragraph 1.01.A above, as they relate to the on-site use of hazardous materials, hazardous wastes and other substances similarly defined in those regulations, develop and maintain a Contractor's Hazardous Materials Management Program that includes as a minimum, but is not limited to the requirements specified herein. The interests of the City are that accidental spills, site contamination, and injury of personnel on the site are avoided. The City will not enforce suspected violations of the rules and regulations referenced in Paragraph 1.01.A above, however the City will notify the Contractor of suspected violations. If in the opinion of the City, the Contractor fails to address the suspected violations in a timely and appropriate manner, the City will notify Federal, State, or Local regulatory agencies, report the suspected violations to them, and request that they inspect the Contractor's operations. Any fines that may be levied against the City for violations committed on the site by the Contractor, as well as any costs associated with cleanup of materials, shall be paid by the Contractor or compensation to the Contractor shall be reduced by equal amount to reimburse the City. All documents required by the program shall be made available to the City's Environmental Representative immediately, upon request.

SECTION 01102

CONTRACTOR'S HAZARDOUS MATERIALS MANAGEMENT PROGRAM

- C. Responsibility for any hazardous waste, as defined in any of the above-listed regulations, and those generated by the Contractor, belongs to the Contractor. If the Contractor is going to generate, or has generated, a substance that qualifies as a hazardous waste, Contractor must obtain an Environmental Protection Agency (EPA) identification number, listing the Contractor's name and construction site address as the generator of the hazardous waste. Responsibility for the identification, analysis, profiling, transport, and disposal of hazardous wastes generated, belongs to the Contractor. The identification number can be obtained from ADEQ. This number shall be provided to the City's Representative within five (5) days after the Notice to Proceed, or before any hazardous materials are brought onto the site.

1.02 HAZARDOUS MATERIALS PROGRAM REQUIREMENTS

- A. Within the regulations listed in Paragraph 1.01.A, above, terms such as hazardous material, hazardous wastes, and similar terms have varying definitions. To dispel confusion regarding what materials fall under the Program Requirements and for the purposes of this Article, Hazardous Material is defined as "any material, whether solid, semi-solid, liquid, or gas, which, if not stored or used properly, may cause harm or injury to persons through inhalation, ingestion, absorption or injection, or which may negatively impact the environment through the use or discharge of the material on the ground, in the water (including groundwater), or to the air."
- B. All chemicals brought onto the site must be approved by the City. Prior to bringing any chemical on site, request approval from the City's Environmental Representative for each chemical the Contractor proposes to bring on site. At the time of request, the City's Environmental Representative may request and receive from the Contractor specific information associated with each chemical. The specific information may include, but is not limited to, Safety Data Sheets (SDS), manufacturer, vendor, container size(s), number of containers, minimum and maximum volume of material intended to be stored on site, as well a description to the process or procedures in which any requested chemical is to be used. The City, within five (5) working days from receipt of the specific chemical information, will inform the Contractor as to whether the chemical has been approved for use on site.
- C. Maintain on site two (2) notebooks containing (1) a chemical inventory, and (2) current (dated within the past two years), and SDS for all materials being used on site, whether they are defined as a Hazardous Material in Paragraph 1.02.A, above. One (1) notebook shall be kept in the Contractor's on-site office and the other shall be kept in a location specified by the City's Environmental Representative. These notebooks must be kept up to date as materials are brought onto and removed from the site. Copies of SDS sheets for chemicals removed from the site shall be provided to the City's Environmental Representative.

SECTION 01413
CONTRACTOR'S HAZARDOUS MATERIALS
MANAGEMENT PROGRAM

- D. Develop an emergency/spill response plan, for each hazardous material or class/group of materials. As a minimum, the response plan must address the following:
1. Provide a description of equipment on site available to contain or respond to an emergency/spill of the material.
 2. Notification procedures.
 3. Response coordination procedures between the Contractor, the City, and the City's Representative.
 4. Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
 5. Provide a description of the hazardous material handling and spill response training provided to the Contractor's employees.
- E. In accordance with applicable Laws and Regulations, properly and safely store all hazardous materials, which shall include as a minimum, the following:
1. Have a designated storage site for hazardous materials that includes secondary containment. The site must include barriers to prevent vehicles from colliding with the storage containers and offer protection from environmental factors such as weather.
 2. Provide signage in accordance with applicable Laws and Regulations, clearly identifying the hazardous materials storage site.
 3. All hazardous materials containers must bear the applicable Hazard Diamonds.
- F. Properly label all containers of consumable materials, whether they are classified as Hazardous Materials under this Section. The name of the Contractor or subcontractor shall be stenciled on any container containing a hazardous material and on any container over five-gallon capacity containing a non-hazardous material. Any container must have a label clearly identifying the contents. If any such unlabeled containers are discovered on the site, the City's Environmental Representative will notify the Contractor. Responsibility to remove such containers belongs to the Contractor. Containers will be properly labeled or removed from the site within one (1) hour. Any containers that are filled from larger containers must also be properly labeled.
- G. The City encourages storage of hazardous materials off site until the materials are needed on site.
- H. Provide all documentation required herein available immediately upon request of the City's Environmental Representative. The Contractor's Safety Representative will meet at least monthly with the City's Environmental Representative to review the Contractor's Hazardous Materials Management Program documents, procedures, and

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CONTRACTOR'S HAZARDOUS MATERIALS
MANAGEMENT PROGRAM

inspect the storage site and job site to ensure the requirements specified herein are being complied with. Also, provide the City's Environmental Representative and the City's Representative with copies of all permits obtained from environmental regulatory agencies.

- I. Provide documentation to the City's Representative and the City's Environmental Representative that the Contractor, subcontractors, or others hired by the Contractor making deliveries of hazardous Materials (as defined in Title 49 CFR) to the site are in compliance with Title 49 CFR 172.800 – 172.804, which requires each person who offers for transportation in commerce or transports in commerce one or more of the following hazardous materials, as defined by Title 49 CFR, must develop and adhere to a security plan for hazardous materials that conforms to the requirements of this subpart.

PART 2 – PRODUCTS
(NOT USED)

PART 3 – EXECUTION
(NOT USED)

****END OF SECTION****

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PART 1 - GENERAL

1.01 GENERAL

Submittals covered by these requirements include manufacturers' information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous work-related submittals. The Contractor shall furnish all specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the Contract Documents to demonstrate fully that the materials to be furnished and the methods of work comply with the provisions and intent of the Contract Documents.

1.02 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the City's Representative in each case where his submittal may affect the work of another Contractor or the City. The Contractor shall coordinate submittals among his subcontractors and suppliers.

The Contractor shall coordinate submittals so that work will not be delayed. The Contractor shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with work relating to a submittal until the submittal process is complete. This requires that submittals for review and comment shall be returned to the Contractor stamped "No Exceptions Taken" or "Make Corrections Noted."

The Contractor shall certify each submittal document by signing Form 01999-A Submittal Transmittal specified in Technical Specification Section 01999 – REFERENCE FORMS that the Contractor has reviewed the submittal, verified field conditions, and complied with the contract documents.

The Contractor may authorize in writing a material or equipment supplier to deal directly with the City's Representative or with the City with regard to a submittal. These dealings shall be limited to contract interpretations to clarify and expedite the work.

SECTION 01300

SUBMITTALS

1.03 CATEGORIES OF SUBMITTALS

A. GENERAL

Submittals fall into two (2) general categories; submittals for review and comment, and submittals, which are primarily for information only. Submittals, which are for information only, are typically specified in the Part 2 - PRODUCTS of the individual Technical Specification section.

a. SUBMITTALS FOR REVIEW AND COMMENT:

All submittals except where specified to be submitted as product data for information only shall be submitted by the Contractor to the City and/or City's Representative for review and comment.

b. SUBMITTALS (PRODUCT DATA) FOR INFORMATION ONLY

Where specified, the Contractor shall furnish submittals (product data) to the City and/or City's Representative for Information only.

1.04 TRANSMITTAL PROCEDURE

A. GENERAL

The City or City's Representative will furnish the Contractor a list of numbers for anticipated submittals as specified in the Construction Documents. The list of submittals will be marked for review and comment and product data (submittals) for information only. The list is not intended to be an all-inclusive list of submittals required. Contractor shall coordinate additional submittals and corresponding submittal numbers with the City or City's Representative.

Unless otherwise specified, all submittals shall be accompanied by Submittal Transmittal Form 01999-A specified in Technical Specification Section 01999 – REFERENCE FORMS. A separate Transmittal Form shall be used for each specific item, class of material, and items specified in separate, discrete sections, for which the submittal is required. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the City or City's Representative. Re-submittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for re-submittals, e.g., A, B, or C being the 1st, 2nd, and 3rd re-submittals, respectively. Submittal 25B, for example, is the second re-submittal of submittal 25.

Re-submittals shall include original information with all revisions.

B. DEVIATION FROM CONTRACT

1. The Contractor shall submit a copy of the specification section, with addendum updates included, and all referenced and applicable sections with addendum updates included, with each paragraph check-marked as follows:
 - a. Marked to indicate specification compliance. Check marks (✓) shall denote full compliance with a paragraph as a whole.
 - b. Marked to indicate requested deviations from Technical Specification requirements. If deviations from the Technical Specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The City shall be the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the Technical Specifications. Failure to include a copy of the marked-up Technical Specification sections, along with justification(s) for any requested deviations to the Technical Specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.
2. If the Contractor proposes to provide material, equipment, or method of work, which deviates from the Construction Documents, he shall indicate so under "Deviation" on Form 01999-A Submittal Transmittal accompanying the submittal copies.

C. SUBMITTAL COMPLETENESS

Submittals which do not have all the information required to be submitted, including deviations and Contractor's signature, are not acceptable and will be returned without review. The Contractor will be charged an additional cost if a submittal requires three or more reviews. (See Sub-section: 1.07 THIRD AND SUBSEQUENT SUBMITTALS)

1.05 REVIEW PROCEDURE

A. GENERAL

Submittals are specified for those features and characteristics of materials, and methods of operation, which can be selected, based on the Contractor's judgment of their conformance to the specified requirements. Other features and characteristics are specified in a manner, which enables the Contractor to determine acceptable options

SECTION 01300

SUBMITTALS

without submittals. The review procedure is based on the Contractor's guarantee that all features and characteristics not requiring submittals conform as specified. Review shall not extend to means, methods, techniques, sequences, or procedures of construction, or to verifying quantities, dimensions, weights or gages, or fabrication processes (except where specifically indicated or required by the contract documents) or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

When the contract documents require a submittal, the Contractor shall submit the specified information as follows:

1. Unless otherwise specified, one (1) electronic Copy (.pdf format) of all submitted information shall be transmitted with submittals for review and comment.
2. Unless otherwise specified, one (1) electronic Copy (.pdf format) of all submitted information shall be transmitted with submittals (Product Data) for information only.
3. Submittals of material samples shall be presented to the City and/or the City's Representative with a paper copy of the Transmittal Form.

B. SUBMITTALS FOR REVIEW AND COMMENT

Unless otherwise specified, within three (3) calendar weeks after receipt of a submittal for review and comment, the City and/or City's Representative shall review the submittal and return one copy of the electronically marked-up original in PDF format. Shop drawing submittals that require markups shall be marked up in red by the City and/or City's Representative. The City and/or City's Representative will retain the original.

The returned submittal shall indicate one of the following actions:

1. If the review indicates that the material, equipment, or work method complies with the contract documents, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
2. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. A corrected copy shall be resubmitted.
3. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or

"MAKE CORRECTIONS NOTED."

4. If the review indicates that the material or work method does not comply with the contract documents, copies of the submittal will be marked "REJECTED - SEE REMARKS." Submittals with deviations, which have not been identified, clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

C. SUBMITTALS (PRODUCT DATA) FOR INFORMATION ONLY:

Such information is not subject to submittal review procedures and shall be provided as part of the work under this contract and its acceptability determined under normal inspection procedures.

1.06 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

Review methods of work or information regarding materials the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the City's Representative and/or the City, or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the City has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials proposed.

1.07 THIRD AND SUBSEQUENT SUBMITTALS

The cost for third and subsequent submittals shall be borne by the Contractor. The cost of reviews for third and subsequent reviews shall be at a rate of \$100 per review and shall be charged to the Contractor as a reduction in Contractor's pay request.

PART 2 - PRODUCTS
(NOT USED)

PART 3 - EXECUTION
(NOT USED)

****END OF SECTION****

SECTION 01300
SUBMITTALS

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SECTION 01310

PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 DESCRIPTION

This Technical Specification section specifies requirements and procedures for the Contractor in preparing schedules. The purpose of the schedule shall be to ensure adequate planning and execution of the work by the Contractor, notification and coordination of construction activities with the general public, to establish the standard against which satisfactory completion of the project shall be judged, to assist the City or City's Representative in monitoring progress and for the assessment of the impact of change orders on the Schedule.

1.02 SUBMITTAL PROCEDURES

The Contractor shall submit a schedule to the City or City's Representative within ten (10) calendar days of receiving the executed Contract Letter and prior to pre-construction conference (if scheduled) with work identifying the duration of mobilization, anticipated time when work is to be performed, cleaning, pre-video, rehabilitation duration and date of project completion. Schedule shall be transmitted to the City or City's Representative per Technical Specification Section 01300 – SUBMITTALS.

PART 2 - PRODUCTS

2.01 PROGRESS SCHEDULES

- A. Contractor shall provide a Schedule to the City and/or City's Representative. Schedule shall be updated weekly with anticipated pipes (if applicable) and/or structures (if applicable) to be rehabilitated. Schedule shall also list pipes rehabilitated to date.
- B. Schedule shall be prepared in Microsoft Project standard file format.
- C. Special considerations, coordination requirements, etc., as encountered for certain pipes (if applicable) and structures (if applicable) shall be noted on schedule.
- D. Time for completion for each separate pipe segment (if applicable) and structure (if applicable) shall be shown on the schedule.
- E. The schedule duration of each activity shall be based on the work being performed during the normal work week with allowances made for legal holidays. The schedule shall include a critical path for each separate pipe segment (if applicable) and structure (if applicable).
- F. Dates imposed on the schedule by the Contractor shall not be binding on the City or City's Representative.

SECTION 01310

PROGRESS SCHEDULE

- G. Failure to include elements of work required for the performance of this Project shall not excuse the Contractor from completing the work as described in the Construction Documents.
- H. Provide a list of the holidays and non-workdays applicable to the schedule.
- I. Traffic Control concerns may necessitate work on weekends or holidays.
- J. Provide a schedule and narrative summary stating project status so the City and/or City's Representative may use them as a basis for determining the Contractor's compliance with the Technical Specification requirements regarding progress payments, contract time extensions, change order prices and impacts, and the overall progress of the work. Failure of the Contractor to comply with the requirements of this Technical Specification Section may delay the review and acceptance of the progress payment requests.

PART 3 - EXECUTION

3.01 GENERAL

The Contractor and the Contractor's Field Superintendent shall attend regularly scheduled project meetings with the City or City's Representative and others invited by the City or City's Representative.

3.02 UPDATES

- A. Requests for extensions in time resulting from changes issued by the City shall be accompanied by a Time Extension Request - Narrative Report explaining the impacts and costs associated with the extension if it were to be granted.
- B. If actual progress on the critical path items is observed to deviate from the schedule by ten (10) or more days behind, the Contractor shall update and submit a revised (updated) schedule. In the case of the work being behind schedule, the Contractor shall submit, along with the revised schedule, a written plan for completing the work within the milestone and contract times.

**** END OF SECTION ****

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PART 1 - GENERAL

1.01 DESCRIPTION

The work under this item consists of informing adjacent property owners regarding the impact and schedule of construction work, attendance at public information meeting(s), responding to on-site public inquiries along with distribution of public information door hanger materials to adjacent property owners as needed.

The Contractor shall be responsible for developing and providing to the City the schedule outlining the start date and duration of the work that will be distributed to the public. The Construction Notice will be distributed to area residents and businesses by a Public Outreach Consultant provided by the Contractor.

1.02 SUBMITTALS

The Contractor shall submit to the City and/or City's Representative per Technical Specification Section 01300 - SUBMITTALS the following for approval:

1. Letter containing the name and contact phone number of the Contractor's on-site Representative and stating that this person is duly authorized to act on behalf of the Contractor during public relation activities and/or construction problem resolution.

1.03 CONSTRUCTION NOTICES AND DOOR HANGERS

- A. The Contractor shall notify properties potentially affected by construction activities by distributing a project notification flyer prior to construction occurring.
- B. The Contractor shall provide the City with copies of door hangers for 72-hour and 24-hour notices (Format: English and Spanish). The Contractor shall be responsible for distributing the 72-hour and 24-hour notices to individual residences at these intervals prior to work beginning in any work area.
- C. The Contractor shall provide the City with copies of a cancel/reschedule door hanger to be used if the Contractor stops work where a 24-hour notice has already been distributed. The Contractor shall be responsible for distribution of the cancel/reschedule door hanger. If a cancel/reschedule notice is distributed, then the notification process must begin over again with new 72- and 24-hour notices being distributed.

1.04 NOTICE OF SERVICE INTERRUPTION

The Contractor shall provide a list to the City and City's Representative of sewer services that may be disrupted due to the rehabilitation operations or potential impact from construction activities no less than 72 hours prior to service interruption.

SECTION 01400

PUBLIC AWARENESS

1.05 24-HOUR TELEPHONE HOTLINE

- A. The Contractor shall provide and post a hotline telephone service to reply to resident construction concerns, damage claims, resident complaints, etc. during construction activities.

The Contractor shall be responsible for coordination with the Public Outreach Consultant to obtain messages and respond accordingly. The Contractor shall provide written response back to the City as to the action undertaken for the resolution of the hotline complaint or concern.

- B. A log of telephone and/or on-site contacts of residential complaints shall be maintained by the Contractor. The Contractor shall immediately communicate to the City and City's Representative any public issues concerning damage to private property, health concerns, nuisances, and general complaints. The Hotline Log shall contain at the minimum the following information:

Date of Communication.
Time of Communication.
Name of Person Receiving the Complaint.
Contact Name.
Contact Address.
Contact Return Telephone Number.
Description of Complaint or Concern.
Description of Discussions.
Description of Proposed Resolution.

- C. Hotline Log shall be submitted to the City's Representative within 24 hours of each new event and entry. A summary of all telephone contacts shall be submitted to the City and City's Representative at the next project status meeting.

1.06 WORK IN EASEMENTS

- A. Work may take place in right-of-way of streets and alleys, or in easements through private property. Access and working space may be limited in easements. Careful attention to access and private property protection is required in easements.
- B. The Contractor shall NOT attempt to contact the property owner prior to entering an easement. City of Chandler personnel shall be responsible to inform the property owner of the details of the work.
- C. The Contractor shall take surface feature pre-construction videos of easement areas or areas potentially impacted by construction activities before beginning work. The purpose of these videos is to document existing surface features and conditions prior to bringing any equipment into the area or performing any work.

1.07 ON-SITE SUPERINTENDENT

The Contractor shall have a Representative familiar with the work on-site during project work hours and shall be available to answer questions received from the public or assist the public with access needs.

PART 2 - PRODUCTS

2.01 DOOR HANGERS

The Contractor shall distribute 72-hour and 24-hour door hangers as necessary to inform the general public of construction activities. Only City approved door hangers shall be distributed to the public.

PART 3 - EXECUTION

(NOT USED)

**** END OF SECTION ****

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SECTION 01400
PUBLIC AWARENESS

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SECTION 01550 CONTRACTOR'S UTILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section specifies the facilities, utilities, and security the Contractor is required to furnish and maintain during construction.
- B. Copies of any Contract Documents shall be kept at the work site and available for use at all times.

PART 2 - PRODUCTS

2.01 POWER

- A. Contractor shall use battery, pneumatic, or hydraulic power for all interior sewer pipe work. This limitation is not necessary for work on the surface or for sewer pipe illumination.

2.02 LIGHTING AND ILLUMINATION

- A. As necessary, the Contractor shall provide low voltage lighting and illumination in the sewer pipe interior, in accordance with the guidelines published in Practice for Industrial Lighting, ANSI/IES RP-7-2017. Lighting used by the Contractor on the surface shall be placed and directed to avoid nuisance to traffic or local residences. Light shields may be required to limit light pollution into adjacent residences or businesses.

2.03 TELEPHONE

- A. Contractor shall provide and maintain telephone service at the construction site and the telephone shall be manned by the Contractor or Contractor's Representative 24 hours per day. Contractor or Contractor's Representative manning the telephone service shall be fluent in written and verbal English as well as Spanish languages. Cellular telephone service is acceptable as a substitute for telephone service. These telephone and labor costs shall be paid by the Contractor.

2.04 WATER

- A. All water for testing, flushing, cleaning and construction activities shall be furnished and paid for by the Contractor. Water may be available upon request to the City for connecting to the City's water distribution system. Connection may be approved by the City with appropriate backflow prevention and metering devices installed by the Contractor according to City requirements. Authorization to receive water may be rescinded by the City upon written notice to the Contractor at any time and for any reason.

SECTION 01550 CONTRACTOR'S UTILITIES

The City shall charge the Contractor for water used in performing the above functions in accordance with the City's established rate schedule. At Contractor's expense, an approved water meter and backflow prevention device, meeting the requirements of ANSI A40.6, latest revision, shall be installed in each and every connection to the City's water supply. The Contractor shall be required to meter all water used.

2.05 DEBRIS DISPOSAL

- A. Contractor shall make provisions for legal, off-site debris disposal. Contractor shall be responsible to obtain and submit to the City a written letter of acceptance, signed by an authorized representative of the agency and/or authorized party accepting debris. Disposal of debris shall not occur until City has reviewed and accepted the disposal site. Contractor shall pay all fees and charges for debris disposal. Contractor shall be responsible for all permits and fees according to Technical Specification Section 01062 – PERMITS AND EASEMENTS, subsection 1.02 Permits to be obtained by the Contractor for transport to the disposal site.
- B. Contractor shall make provisions for proper disposal of hazardous materials, such as asbestos, hazardous chemicals, etc. with appropriate documentation and chain of authority for such disposal.

2.06 BYPASS PUMPS

- A. Contractor shall provide and maintain a sanitary sewer bypass pumping system to divert flow around the work area according to Technical Specification Section 02145 – DIVERSION OF SEWAGE FLOW AND DEWATERING. Contractor shall be responsible for all operation, maintenance and monitoring of bypass pumping and discharge piping system.

PART 3 - EXECUTION

NOT USED

****END OF SECTION****

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SECTION 01560

ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the construction site and adjacent areas. Remove physical evidence of temporary facilities at completion of work.

1.02 TRANSPORTATION ROUTES

- A. The Contractor shall select its transportation routes for hauling materials, equipment, or imported products based on the existing condition of the pipelines and impacts on local traffic. Transportation routes shall be documented in a traffic control plan on a case by case basis.

1.03 TRAFFIC CONTROL

- A. All streets, traffic ways, and sidewalks shall be kept open in a safe manner for the passage of traffic and pedestrians during the construction period unless otherwise approved by the City.
- B. When required to cross, obstruct, or close a street, traffic way, or sidewalk for a short duration that is approved by the City, the Contractor shall provide and maintain suitable bridges, detours, or other approved temporary means for the accommodation of vehicular and pedestrian traffic. Closing shall be for the shortest time practical, and passage shall be restored immediately after completion of construction.
- C. The Contractor shall give the City 24 hours advance notice of his proposed operations within any public rights-of-way and temporary roadway closings. All proposed roadway closings shall be submitted in the Traffic Control Plan and approved prior to commencement of operations.
- D. The Contractor shall provide signs, signals, barricades, flares, lights and all other equipment, service and personnel required to regulate and protect all traffic and warn of hazards in accordance with MAG specifications. All such work shall conform to the requirements of the City or authority having jurisdiction. Remove temporary equipment and facilities when no longer required and restore grounds to their original condition.
- E. As specified in the City of Chandler Technical Design Manual #7 – Traffic Barricade Design or project General Conditions, the Contractor shall provide a Traffic Control Plan and implement traffic control around all work as part of the contract.
- F. Qualified and suitably equipped flaggers shall be used to assist all construction equipment and vehicle access to and from the construction site.

SECTION 01560

ENVIRONMENTAL CONTROLS

1.04 RELEASE OF HOT WATER

- A. The Contract shall not release heated water into the sanitary sewer system directly upstream of any wastewater reclamation facility unless prior written authorization is received from the City. Contractor shall be responsible to obtain written authorization from the facility operator receiving the sanitary sewer flow. Authorization, if given, shall state the maximum discharge temperature of the water. Contractor shall submit Authorization to Release letter to the City according to Technical Specification Section 01300 – SUBMITTALS.
- B. The Contractor shall be responsible to cool process water to a temperature below levels required by the facility operator or find alternative hot water disposal methods and/or location at no additional cost to the City.
- C. The Contractor shall be responsible for and pay all damages and fines imposed by the regulatory agency for inadequate treatment caused by an unauthorized release of heated water into the headworks of the treatment facility.

1.05 SEWAGE SPILL CONTROL

- A. A spill is defined as any uncontrolled release of raw sewage outside of the intended sanitary sewer collection system. Raw sewage releases shall not be allowed to occur and are not permitted. The Contractor shall be responsible for all consequences and damages caused by the overflow, backup, or spill due to the Contractor's work activities.
- B. The Contractor shall give both verbal and written notification to the City immediately in the event of any sewage release, overflow, backup, or spill.
- C. The Contractor shall complete and submit to the City the Confidential Spill Report form found in Technical Specification Section 01999 – REFERENCE FORMS within two (2) hours of any spill.

1.06 EMERGENCY SPILL RESPONSE PLAN

- A. The Contractor shall be responsible to develop and follow an emergency spill response plan. The Plan shall be well communicated to all personnel in the event an emergency should occur, it can be handled in the safest and most efficient manner possible.
- B. The primary responsibility for all Contractor personnel is to respond to sewer spills as quickly as possible.
- C. The emergency telephone list is part of this procedure and will be kept up to date at all times.

D. Follow Standard Procedure List.

E. Fill out the attached Confidential Spill Reporting Form. See Technical Specification Section 01999 - REFERENCE FORMS.

F. Contractor shall develop an Emergency Spill Response Phone List containing, but not limited to the following:

(name) ____ (Contractors Field Superintendent) (____) ____ - ____
(name) ____ (Engineer's Field Representative) (____) ____ - ____
(name) ____ (City's Construction Project Manager) (____) ____ - ____
(name) ____ (Engineer's Project Manager) (____) ____ - ____

Submit phone contact list to City according to Technical Specification Section 01300 – SUBMITTALS.

The Emergency Spill Response Phone List shall be kept up to date at all times. Any proposed changes shall be provided to the City a minimum of 24 hours in advance of the change or within one (1) hour if the change is due to an emergency.

1.07 STANDARD REPORTING PROCEDURES

A. HANDLING EMERGENCIES

1. Medical emergency, fire, or explosion, call **911** immediately. **Do not call 911 to report a SSO or wastewater spill.**

B. OBSERVATION

1. The Contractor shall obtain enough information to make an initial assessment of the situation without endangering themselves.

C. PROTOCOL FOR NOTIFICATION OF SPILL

1. Contractor's Field Superintendent:
Contractor's field personnel shall verbally notify the Contractor's Field Superintendent. The Field Superintendent shall promptly notify the City and City's Representative immediately, always less than one (1) hour from the time of being made aware of the spill. Document all calls and conversations.

D. REPORT

As soon as possible, but no later than 24-hours following discovery of the spill, the Contractor shall complete the Form 01999-C Confidential Spill Reporting, reference Technical Specification Section 01999 – REFERENCE FORMS. The Contractor shall take photographs at all stages of the incident to include in the report. Submit copies of

SECTION 01560

ENVIRONMENTAL CONTROLS

all documentation to City per Technical Specification Section 01300 – SUBMITTALS except as herein modified. Spill Reports shall be hand-carried to the City's Representative as soon as they are completed.

E. SUBMITTAL

The Contractor shall verify that City has received a copy of completed Form 01999-C Confidential Spill Reporting and supporting documentation and submitted copy of said report to the City's Representative in a timely manner. Compare all reports and report discrepancies to the City's Representative and retain one (1) copy in the Project File located at Contractor's office.

1.08 SANITARY SEWAGE SPILL/SSO/BACKUP

A. If a sanitary sewage spill, SSO, or backup occurs into a lateral and a citizen or business sustains property damage, the following procedure is to be adhered to:

1. The initial responsibility of the Contractor is to locate and eliminate the cause of the backup as soon as possible. As part of cleaning the backup, Contractor crews are to determine the cause and source (if possible) of the backup. The Contractor shall obtain an emergency clean-up service and relocate the residents, as necessary, to minimize health risks. Contractor shall be responsible for all costs and coordination efforts associated with, and as a result of the sewer backup and corresponding cleanup including but not limited to:
 - a. Prompt relocation of residents, businesses, and schools.
 - b. Temporary housing of displaced residents.
 - c. Clean-up and sanitizing costs.
 - d. Replacement of damaged personal items.
 - e. Relocation of residents back into the residence.
2. Determine the extent of the property damage (photographs are recommended). A report (Incident Report), along with the photographs, must be prepared by or provided to the Contractor's or Contractor's designated Safety Officer. The Safety Officer shall forward the information to the Contractor's corporate liability insurance carrier as applicable. Information compiled shall include:
 - a. Time call was received.
 - b. Time the crew arrived at the site.
 - c. Time work was completed.
 - d. Cause of stoppage/source of backup sewage (if possible) and location of stoppage causing the backup.
 - e. Name of property owner/tenant and address of affected property.
 - f. Extent of damage.
 - g. Action taken.

3. Contractor-authorized personnel shall also assist and pay all costs for obtaining and coordinating a sub-contractor to perform restoration work and will work with the selected sub-contractor to equitably restore the premises to their pre-incident condition.
4. The Contractor's Superintendent shall notify the City of the blockage/stoppage in the sanitary sewer pipe.
5. Notify the City in the event of any spills/SSO.
6. The City of Chandler shall notify Arizona Department of Environmental Quality (ADEQ) only as it pertains to Arizona State law requirements.

1.09 SURCHARGING

- A. Upon notification or discovery that a surcharge condition exists, crews shall respond immediately to the area with proper equipment and manpower to reduce the surcharge. If, due to the limited capacity of the sewers, the surcharge cannot be reduced, any spill which occurs shall be properly cleaned. Waste products are to be disposed of in accordance with state and federal laws.

The Contractor shall be responsible for obtaining the City's known areas or sections of sanitary sewer pipes that are subject to surcharging capacity situations. These instructions will remain in effect until the problem is resolved. These areas or sections of concern will be monitored throughout the bypass operations, and in the event of an emergency, the City shall be notified by the Contractor immediately for response. Response of City crews shall not relieve the Contractor for project responsibilities or liabilities.

- B. A Confidential Spill Reporting Form shall be completed by the Contractor and distributed to the required parties according to Section 1.06. Distribution of said Confidential Spill Reporting Form shall take place, preferably by fax or electronic mail, within one (1) day of the occurrence.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 SITE MAINTENANCE

- A. Contractor shall keep the work site, staging areas, storage and parking area, Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be promptly removed from the site when they are no longer necessary. Upon

SECTION 01560

ENVIRONMENTAL CONTROLS

completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance in conformance with the preconstruction condition of the site.

- B. The Contractor shall not store equipment or materials anywhere other than locations approved by the City. Property surrounding the work site shall be completely free of all debris and rubbish at all times.

3.02 CLEAN-UP:

- A. Waste material of any kind will not be permitted to remain on the site of the work or on adjacent streets. Immediately, upon such materials becoming unfit for use in the work, they shall be collected, carried off the site and legally disposed of by the Contractor. The Contractor shall be responsible for obtaining necessary permits or approval for the Contractor's disposal site.
- B. The Contractor shall keep all buildings and areas occupied by the Contractor clear of all refuse, rubbish and debris that may accumulate from any source and shall keep them in a neat condition to the satisfaction of the City.
- C. In the event that waste material, refuse, debris and/or rubbish are not so removed from the work area by the Contractor, the City reserves the right to have the waste material, refuse, debris and/or rubbish removed, and the expense of the removal and disposal charged to the Contractor.
- D. Paints, solvents, and other construction materials shall be handled with care to prevent entry of contaminants into storm drains, surface waters, or soils.

3.03. BARRIERS:

- A. A barrier shall be provided around all unattended excavations and open structures. The barrier shall enclose the area and prevent unauthorized access.

3.04 STREET CLEANING:

- A. The Contractor shall be responsible for preventing dirt, dust, and sediments from escaping from trucks departing the project site, by covering dusty loads, washing truck tires before leaving the site, or other reasonable methods.
- B. When working trucks and/or other equipment on paved streets and roadways, the Contractor will be required to clean said streets as soon as possible, but no later than at the conclusion of each day's operations or 24-hour period and at such interim periods as required by the City.
- C. All streets in the construction area used by Contractor's trucks or any other equipment hauling material to and from the area, whether within the Contract limits or adjacent

- thereto, shall be kept clean by the Contractor and shall be continuously serviced by the Contractor's use of water trucks to control dust.
- D. Cleaning and dust control shall be as specified in MAG Section 104.1.4 "Cleanup and Dust Control" and shall be at the Contractor's expense.
 - E. Any violation of the requirements shall be sufficient grounds for the City to order the streets in question cleaned by others and the cost to be paid by the Contractor.
 - F. No solid materials or soil may be flushed into storm drains or in the sanitary sewers or wastewater facilities.
 - G. The Contractor shall use a power pick-up broom as part of the dust control effort.

3.05 AIR POLLUTION CONTROL

A. GENERAL:

- The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority. The Contractor shall maintain construction vehicles and equipment in good repair. Equipment exhaust emissions that are determined to be excessive by the City shall cause the equipment to be repaired or replaced.
- B. The Contractor shall also minimize dust nuisance by cleaning, sweeping, and sprinkling with water, or other means. The use of water, in amounts, which result in mud on public streets, is not acceptable as a substitute for sweeping or other methods. Equipment for this operation shall be on the job site or available at all times.

3.06 ODOR:

- A. The Contractor shall be responsible for monitoring nuisance odors generated by the Contractor's construction activities including but not limited to pipe cleaning and bypass pumping activities. The Contractor shall employ methods and procedures that mitigate the generation and discharge of objectionable odors to minimize public complaints.
- B. The Contractor shall provide and continuously operate onsite hydrogen sulfide (H²S) odor logging equipment at bypass pump suction and discharge point locations, along with the vicinity of pipe cleaning activities, or open manhole locations. Summary of H²S concentration levels shall be reported by the Contractor at all construction progress meetings. Written records shall be submitted according to Technical Specification 01300 – SUBMITTALS monthly.

SECTION 01560

ENVIRONMENTAL CONTROLS

3.07 ODOR CONTROL:

- A. The Contractor shall be responsible for controlling odors generated by the Contractor's construction activities by tarping and/or other means to prevent nuisance odor from being emitted from the wastewater stream.
- B. Contractor shall be prepared to add approved chemicals to the wastewater flow upstream of bypass pumping operations to reduce odor. The manufacturer of and the costs for chemical odor control dosing shall be as negotiated and approved by the City prior to use. The Contractor shall make his own determination of flow characteristic for required dosing.

The Contractor shall add the chemicals from a location upstream that will allow 10 to 15 minutes reaction time before the flow enters the work area. The chemical dosing shall reduce odors generated from the wastewater stream to a level acceptable to the City. If this is not accomplished by adding chemicals, additional control may be required.

3.08 NOISE CONTROL

- A. The Contractor shall perform all work in compliance with OSHA standards and in no case will noise levels be permitted which interfere with the work of the City or others. Noise levels shall be in accordance with City noise ordinance.
- B. If pumping operations and/or power generation occur after normal work hours as stated in the Technical Specification Section 02145 – DIVERSION OF SEWAGE FLOWS AND DEWATERING, subsection 2.01A. The Contractor shall utilize sound attenuated bypass pumps or generators with a maximum decibel rating of 70 db at a distance of 50 feet.
- C. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer for residential use. No internal combustion engine shall be operated on the project without said muffler.
- D. Noisy portable equipment, such as generators, pumps, or compressors, shall be located as far away from sensitive noise receptor areas as practical. Sensitive noise receptors are defined as occupied buildings with windows or doors facing the work site. Noise barriers shall be constructed around noisy, stationary, construction equipment such as compressors, pumps, or generators that must be utilized at locations near (within 100 feet of) sensitive noise receptors as defined above.
- E. Idling equipment not actively utilized for extended periods of time shall be shut off.

3.09 TREE AND PLANT PROTECTION

- A. If a tree or any landscaped vegetation is damaged or destroyed by construction, or any action of the Contractor, the Contractor shall replace the damaged tree or plant with a healthy one of the same species as approved by the City. The replacement tree or plant shall be of the same size as the damaged tree or plant and will be placed at the existing grade. The Contractor shall bear all expenses required to clear and grub the damaged tree or plant and to establish the replacement tree or plant. The replacement tree or plant shall be installed per City Standard Landscaping Specifications and Details, or local arborist recommendations, and guaranteed healthy for **one (1) year** after final project completion. The Contractor shall be responsible for all costs of replacement of any tree or plant that the Contractor has planted that is deemed unhealthy during that year.
- B. All landscaped areas and other surface improvements which are damaged by the actions of the Contractor shall be restored to its original condition at the Contractor's expense. When the impact is to private property, the property owner shall confirm acceptance to the original condition.

3.10 SURFACE WATER CONTROL

- A. The Contractor shall conform to the regulations and requirements of legally authorized surface water management agencies. The Contractor is responsible for providing and maintain any temporary pumping, drainage structures, or other means to manage or control nuisance surface water.
- B. The Contractor shall be responsible for keeping any open excavations and other areas free from water as required to permit continuous progress of, or to prevent damage to, its own work or work of others. The Contractor shall cover exposed excavated areas and spoil piles when runoff from rain is or would be likely to cause turbid waters to enter local waterways. The Contractor shall suspend work in the rain if such work cannot be performed without causing turbid runoff.

3.11 STORM SEWER

- A. The Contractor shall not discharge any wastewater, potable water used for testing, or cleaning, or any chemical or waste materials from the construction operation into the storm sewer system.

3.12 SANITARY SEWER

- A. The Contractor shall not dispose of chemical or any waste materials from the construction operations into the sanitary sewer system.

**** END OF SECTION ****

SECTION 01560
ENVIRONMENTAL CONTROLS

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SECTION 01700

RESTORATION OF IMPROVEMENTS

PART 1 - GENERAL

1.01 GENERAL

This section specifies restoration of improvements of the Contractor's work area, staging area, storage area, and parking area.

1.02 STRUCTURES

The Contractor shall remove such existing structures, or portions of structures, as may be necessary for the performance of the work and shall rebuild the structures thus removed, with the specified requirements, in as good a condition as found. The Contractor shall also repair existing structures that workers damage as a result of the work under this Project at no additional cost to the City.

1.03 ROADS AND STREETS

Unless otherwise specified, roads and streets in which the surface is removed, broken, or damaged, or in which the ground has caved or settled during or as a result of the work under this Project, shall be resurfaced and/or repaved and brought back to the original grade and section or City or Governing Agency Standard section, whichever is greater, at the Contractor's expense. The Contractor shall document in video the entire road or street area to be used for the work and parking area. Copies of the DVD, USB, or portable hard drive shall be submitted to the City prior to starting the work. Once construction starts, Contractor assumes responsibility for road condition and repair.

Roadways used by the Contractor shall be cleaned and repaired if damaged. Before resurfacing and/or repaving material is placed, edges of pavements shall be trimmed back far enough to provide clean, solid, vertical faces, and shall be free of loose material. Streets, sidewalks, and other City, County, or State owned facilities impacted by construction activities shall be replaced or repaired in accordance with current City and MAG requirements.

1.04 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS

A. Cultivated or planted areas, other unpaved areas, and other surface improvements which are damaged by actions of the Contractor shall be restored to their original condition. In addition to City inspection, the Contractor shall document in video the entire area to be used as the work area, staging area, storage area, and parking area. Copies of the DVD, USB, or portable hard drive shall be submitted to the City prior to starting the work. Once construction starts, Contractor assumes responsibility for road condition and repair.

B. Existing guard posts, barricades, and fences shall be protected and replaced if damaged.

SECTION 01700

RESTORATION OF IMPROVEMENTS

1.05 PROTECTION OF EXISTING INSTALLATIONS

- A. The Contractor shall protect all existing operating facilities and structures from damage. However, if damage occurs, the Contractor shall immediately correct or replace existing equipment, materials, or systems that are damaged as a result of its operations to the satisfaction of the City.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 RESTORATION ACCEPTANCE

- A. The Contractor shall restore the area to existing condition of the Contractor's work area, staging area, storage area, and parking area as documented in the photographs and video recordings.
- B. The City shall determine if and when restoration of the site is acceptable following on-site inspection and review of the pre-construction and post-construction recordings.

**** END OF SECTION ****

SECTION 01999 REFERENCE FORMS

PART 1 - GENERAL

1.01 REQUIRED FORMS

The forms listed below and included in this section are referenced from other Technical Specification sections of the contract documents:

<u>Form No.</u>	<u>Title</u>
01999- A	Submittal Transmittal
01999- B	Request for Information
01999- C	Confidential Spill Reporting
01999- D	Chain of Custody

1.02 SCOPE

The Contractor shall be responsible for the documentation forms for tests and evaluations required of the contract that do not have specific forms identified. Contractor generated forms shall follow the format established on Form 01999-A Submittal Transmittal contained herein.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

SECTION 01999
REFERENCE FORMS

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**SECTION 01999
REFERENCE FORMS**

FORM 01999-A SUBMITTAL TRANSMITTAL

Submittal Description: _____

Submittal No: _____

Spec Section: _____

	Routing	Sent	Received
OWNER:	Contractor		
PROJECT NUMBER AND NAME:	Engineer		
	Contractor		
CONTRACTOR:			

We are sending you ☐ Attached ☐ Under separate cover via _____
☐ Submittals for review and comment
☐ Product data for information only

Remarks: _____

Item	Copies	Date	Section No.	Description	Review action ^a	Reviewer initials	Review comments attached

^a **Note: NET = No exceptions taken; MCN = Make corrections noted; A&R = Amend and resubmit; R = Rejected**
Attach additional sheets if necessary.

Contractor: Certify either A or B:

- ☐ A. We have verified that the material or equipment contained in this submittal meets all the requirements, including coordination with all related work specified (no exceptions).
- ☐ B. We have verified that the material or equipment contained in this submittal meets all the requirements specified except for the attached deviations.

No.

Deviation

_____	_____
_____	_____
_____	_____
_____	_____

Certified by: _____

Contractor's Signature

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REFERENCE FORMS

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SECTION 01999
REFERENCE FORMS

FORM 01999-B REQUEST FOR INFORMATION

REQUEST FOR INFORMATION

CITY _____	Project# _____
CONTRACTOR _____	RFI# _____
Requested By _____	Directed to _____
Subject _____	Date Received _____
Spec. Section _____	Date Transmitted _____
Drawing References _____	Date Reply Received _____
Date Reply Needed _____	Date Reply Transmitted _____

INFORMATION NEEDED:

Date _____ Signature _____

REPLY:

Date _____ Signature _____

[END OF FORM]

SECTION 01999
REFERENCE FORMS

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FORM 01999-C CONFIDENTIAL SPILL REPORTING

INSTRUCTIONS: The Contractor shall ensure that appropriate on-site personnel complete this form. The form shall be completed immediately upon discovery of a sanitary sewer spill or release by the individual who first made the discovery.

First at the Scene (name): _____

1. Facility name and address/location/intersection (or major cross streets): _____
2. Is/was there a fire or explosion or other release (except for sewage release) outside the facility?
Yes ☐ No ☐
If yes, immediately contact the Fire Department (911) for assistance, initiate appropriate facility response procedures, and then continue with this form.
3. Personal injuries and extent, if any: _____
4. Date and time of initial call or complaint: _____
5. Date and time of spill found or confirmed: _____
6. Date spill reporting completed: _____
7. Date and time spill occurred or started, if known: _____
8. What was spilled? Describe completely. List chemical names/wastewater if known. _____
9. How much was spilled? Use units such as gallons or pounds, etc. _____
10. Where and how did the spill occur? Include a description of the container or vessel from which the spill occurred. Attach diagram or map, if available. _____

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11. Where did the spilled material go? Check all that apply.

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> drywell | <input type="checkbox"/> dry wash | <input type="checkbox"/> canal | <input type="checkbox"/> riverbed |
| <input type="checkbox"/> private property | <input type="checkbox"/> retention basin | <input type="checkbox"/> sanitary sewer | <input type="checkbox"/> secondary
containment |
| <input type="checkbox"/> storm drain | <input type="checkbox"/> city street | <input type="checkbox"/> Air (vapors or
odors) | <input type="checkbox"/> other (specify
below) |

12. How far did the spill travel? Describe the path the spill took to its final destination.

13. Was the spill stopped or contained? Describe how and by whom.

14. How long did the spill last? _____

15. Who found the spill? Use the back of this form if necessary.

Name_____ Title_____ Phone_____

a.

b.

SECTION 01999
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16. Who was notified of the spill? List names and identify how notification was made (phone call, fax, etc. Use the back of this form if necessary).

Name	Department/Division/Agency	Date/Time Notified	Method of Notification
------	----------------------------	--------------------	------------------------

a.

b.

Printed name and signature of person who completed this form:

Printed Name _____ Title _____ Phone _____

Signature _____ Date _____

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REFERENCE FORMS

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**SECTION 01999
REFERENCE FORMS**

FORM 01999-D CHAIN OF CUSTODY

PROJECT NUMBER AND NAME:	CITY:

CITY'S REPRESENTATIVE:	
COMPANY NAME:	
ADDRESS	
CONTACT PHONE NUMBER:	
CONTACT NAME:	

CONTRACTOR:	
COMPANY NAME:	
ADDRESS	
CONTACT PHONE NUMBER:	
CONTACT NAME:	

TESTING LABORATORY:	
LAB NAME:	
ADDRESS:	
CONTACT PHONE NUMBER:	
FAX NUMBER:	
CONTACT NAME:	

<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%;">Date Sample Taken:</td><td> </td></tr><tr><td>Sample Number:</td><td> </td></tr><tr><td>Quarter Section No.</td><td> </td></tr><tr><td>Upstream Manhole No.</td><td> </td></tr></table>	Date Sample Taken:		Sample Number:		Quarter Section No.		Upstream Manhole No.		<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%;">Pipe Segment No.:</td><td> </td></tr><tr><td>Pipe Diameter:</td><td> </td></tr><tr><td>Liner Design Thickness:</td><td> </td></tr><tr><td>Resign Type:</td><td> </td></tr><tr><td>Downstream Manhole No.:</td><td> </td></tr></table>	Pipe Segment No.:		Pipe Diameter:		Liner Design Thickness:		Resign Type:		Downstream Manhole No.:	
Date Sample Taken:																			
Sample Number:																			
Quarter Section No.																			
Upstream Manhole No.																			
Pipe Segment No.:																			
Pipe Diameter:																			
Liner Design Thickness:																			
Resign Type:																			
Downstream Manhole No.:																			

SAMPLE TAKEN BY:	SIGNATURE:	
		DATE
	PRINT NAME:	

OWNER'S REPRESENTATIVE, RECEIVED BY:	SIGNATURE:	
		DATE
	PRINT NAME:	

LABORATORY RECIEVED BY:	SIGNATURE:	
		DATE
	PRINT NAME:	

TEST RESULTS, RECEIVED BY:	SIGNATURE:	
		DATE
	PRINT NAME:	

**** END OF SECTION ****

SECTION 01999
REFERENCE FORMS

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SECTION 02145 DIVERSION OF SEWAGE FLOW AND DEWATERING

PART 1 – GENERAL

1.01 DESCRIPTION

A. SCOPE

This Technical Specification Section describes requirements for temporary bypassing and dewatering of sewers during sanitary sewer pipe and access manhole rehabilitation, if required.

B. REQUIREMENTS

1. The Contractor shall provide all coordination, labor, materials, equipment, and supervision to temporarily bypass flow around the Contractor's work in accordance with the Contractor's specific needs of the rehabilitation method being utilized and dewater the pipes in preparation for cleaning, Closed Circuit Television (CCTV) inspection, and rehabilitation method(s) implemented.
2. The actual design of the bypass arrangement shall be the responsibility of the Contractor and shall be submitted to the City and City's Representative to review for general conformance to project objectives. Means and methods of accomplishing the bypassing shall be the responsibility of the Contractor.
3. The Contractor shall use fused high-density polyethylene (HDPE) piping to convey flow around the project area. The use of quick connect pipe collars is not an approved material or method for use in the City.
4. The Contractor shall have the entire bypassing system in place, or portions thereof for project optimization, and successfully pressure tested with potable water at a minimum of 1.5 times the maximum operating pressure of the system before bypassing any sewage.
5. The Contractor shall notify the City 48 hours prior to initiating bypass operations of any pipeline or shutting down bypass pump operations. The bypass system equipment and existing flows shall be continuously monitored during operation.
6. It is the Contractor's responsibility to arrange all necessary access and temporary construction agreements with all affected parties for the Contractor's proposed location of the bypass pumping system.
7. The Contractor is responsible for immediate and proper cleanup as per Technical Specification Section 01560 – ENVIRONMENTAL CONTROLS should any

SECTION 02145

DIVERSION OF SEWAGE FLOW

AND DEWATERING

sewage spill occur. Regardless of amount, the Contractor shall pay for all damages and fines incurred as a result of a spill.

C. EXPERIENCE

Contractor shall utilize staff and/or a subcontractor that has been directly responsible for completion of a rehabilitation project that required the bypass pumping of sewage flows in excess of 1.0 mgd.

1.02 SUBMITTALS

A. At the preconstruction conference the Contractor shall submit, in accordance with Technical Specification Section 01300 - SUBMITTALS, drawings and complete design data showing methods and equipment the Contractor proposes to utilize in sewer bypassing for review by the City. The submittal shall include the following information:

1. Drawings indicating the scheme and location of temporary sewer plugs and bypass discharge pipes. The drawings shall also show the method and location for discharging the bypass pipes.
2. Capacities of pumps, prime movers, and standby equipment at Net Positive Suction Head (NPSH) with pumps at existing ground surface or proposed depressed pump elevation.
3. Bypass pumping plan and design calculations verifying adequacy of the capacity of the proposed pumping system and selected equipment, sealed by a professional civil engineer, registered in the State of Arizona.
4. Standby power source.
5. Staffing plan.
6. Written documentation of recorded noise level and location shall be submitted on a weekly basis during bypass operation.
7. Written records of onsite H²S concentration shall be submitted monthly.

1.03 EMERGENCY PLAN

A. Diversion of sewage into adjacent sewers (if applicable or proposed)

1. Drawings and/or design calculations verifying available flow capacity of sewer receiving the bypassed sewage.
2. CCTV documenting the structural and internal condition of the sewer receiving the bypassed sewage.

**SECTION 02145
DIVERSION OF SEWAGE FLOW
AND DEWATERING**

1.04 JOB CONDITIONS

A. AVAILABLE FLOW DATA

There is no current flow data available, the Contractor shall be responsible for any/all monitoring of flows as necessary to properly size the bypass system to ensure against sanitary sewer overflows (SSO) of upstream sewers.

Offsite sanitary sewer lift stations and associated force mains contribute discharge flows into the project pipelines. It shall be the Contractor's responsibility to coordinate work and any associated bypass operations with the City to maintain uninterrupted normal operation of these remote facilities.

B. PROTECTION

No bypassing to the ground surface, adjacent receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted.

C. SCHEDULING

The bypassing system shall operate continuously and shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the City. The bypass system shall have attendants monitoring 24 hours a day whose only duty is to maintain the bypass pumping system until the bypassing of that specific pipeline is no longer required.

D. SERVICE LATERALS

Sanitary sewers to be bypassed may have service laterals connected to adjacent users. The Contractor shall verify the locations of these laterals and any other service laterals not shown on the Drawings.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. The Contractor shall provide temporary pumps, conduits, and other equipment to bypass sewer flow around the Contractor's work area as required during, but not limited to, CCTV inspection, cleaning, and rehabilitation activities. The Contractor shall furnish all necessary labor and supervision to set up, operate and remove the pumping and bypass piping system(s). Sound attenuated pumps and ancillary equipment shall be provided for the bypass pumping.

The sound attenuated pumps and/or power generators shall be capable of achieving an operating noise level of 70 decibels or less, measured at a distance of 50 feet. The Contractor shall be responsible to provide and install sound attenuation devices, methods, and/or systems to maintain noise levels below stated decibels. Sound measurements shall be made and recorded by the Contractor in accordance with

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DIVERSION OF SEWAGE FLOW

AND DEWATERING

ANSI/ASA S12.50-2002. The pumps and bypass pipes shall be of adequate capacity and size to handle the required capacity.

1. Pumping: The Contractor shall provide adequately size pump(s) to accommodate 150 percent of the maximum instantaneous flow. The Contractor shall determine the required flow capacity. The City may provide flow information if available to the Contractor but shall provide no guarantees regarding the accuracy of such data.
 2. The Contractor shall provide 100 percent redundant bypass pumping capability when only one pump is required to accommodate the flow. When multiple pumps are required to accommodate the bypass flows, the Contractor shall provide a minimum of 50 percent additional number of pumps.
 3. The Contractor shall provide fused (HDPE) piping to convey flow around the project area. HDPE pipe shall be used outside of spill containment area.
 4. The Contractor shall provide a full-time operator/inspector with full responsibility for the bypass pumping operation.
 5. In no case shall the Contractor allow any sewage to surcharge and backup into homes or businesses, or in any way overflow into the environment. If the bypass pumping capacity is insufficient to prevent surcharge and/or overflow at any time, the Contractor shall pull the line plugs to reestablish flow withing the sewer irrespective of the status of the application or rehabilitation process. The City shall not be responsible for or pay for any damage created by flow re-establishment.
- B. The Contractor shall maintain on site sufficient equipment and materials to ensure continuous and successful operation of the bypass and dewatering systems. The standby equipment shall be installed, fueled/powered and fully operational at all times including all pumps, support equipment being in-place. The Contractor shall maintain onsite 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.
- C. All pumps, generators and other fueled equipment shall be placed in a containment barrier to protect against sewer, gasoline, oil, and hydraulic fluid spills.

2.02 SOUND ATTENUATED PUMPS

The Contractor shall provide and operate sound attenuated pumps for bypass pumping. The sound attenuated pumps and/or power generators shall be capable of achieving an operating noise level of 70 decibels or less, measured at a distance of 50 feet. The Contractor shall be responsible to provide and install sound attenuation devices, methods, and/or systems to maintain noise levels below stated decibels. Sound measurements shall be made and recorded by the Contractor in accordance with ANSI/ASA S12.50-2002 and provided to the City's representative upon request. Written documentation of recorded noise levels

**SECTION 02145
DIVERSION OF SEWAGE FLOW
AND DEWATERING**

shall be submitted on a weekly basis according to Technical Specification Section 01300 – SUBMITTALS.

PART 3 - EXECUTION

3.01 PROTECTION

In areas where flows are bypassed, all bypass flow shall be discharged as described above or approved by the City or City's Representative. No bypassing to the ground surface, receiving water, storm drains, or bypassing which results in groundwater contamination or potential health hazards shall be permitted.

3.02 DAMAGES

The Contractor shall repair, without cost to the City, any damage that may result from his negligence, inadequate or improper installation, maintenance, and operation of bypassing system, including mechanical or electrical failures.

3.03 ODOR CONTROL

The Contractor shall be responsible for controlling hydrogen sulfide so as not to create nuisance odors and resident complaints per Technical Specification Section 01560 – ENVIRONMENTAL CONTROLS.

3.04 DISPOSAL OF CLOGGED PUMP DEBRIS

The Contractor shall be responsible for airtight containment, transporting and disposing, including all disposal fees, of any materials removed from bypass pump impellers daily. Debris shall be temporarily contained within sealed containers until disposal offsite to minimize nuisance odors and resident complaints.

All debris removed from the pumps shall be promptly disposed of off-site in a lawful manner so as not to create nuisance odors per Technical Specification Section 01560 – ENVIRONMENTAL CONTROLS. Hauling containers shall be watertight. On-site stockpiling of removed material will not be permitted.

The Contractor is responsible for obtaining all necessary permits, fees, and approval from all regulatory agencies required to perform the work, including transport of sediments. The off-site disposal of all material removed from the sewer shall be the Contractor's responsibility.

**** END OF SECTION ****

SECTION 02145
DIVERSION OF SEWAGE FLOW
AND DEWATERING

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SECTION 02146

SEWER PIPE AND SEWER STRUCTURE CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

This Technical Specification section specifies the requirements for cleaning of the sewer pipe and sewer structures prior to remote visual CCTV inspection, pipe and/or manhole/structure rehabilitation. The work to be done under this Contract consists of furnishing all labor, materials, and equipment to remove accumulated sediments, clean, and preparation of the sanitary sewer pipes and/or sewer structures for rehabilitation.

1.02 SUBMITTALS

The following submittal shall be provided in accordance with Technical Specification Section 01300 – SUBMITTALS:

1. A letter identifying the methods the Contractor plans to employ to remove sediment, debris, grease, scale, encrustations, and roots throughout the sewer pipe to be lined and in the sewer manholes/structures to be repaired or interior protective coating applied. The letter report shall include a detailed narrative explanation of the proposed cleaning process, schedule of activities, and detailed references where the Contractor has used the identified cleaning method successfully in the past.
2. The Contractor shall submit the cleaning technique(s), nozzle, and water pressure and/or mechanical means proposed to ensure the interior circumference of the pipe is clean and free from any residual sediment.
3. The Contractor shall submit the proposed methods and procedures for preventing debris cleaned from structures and/or manholes from entering the live sewers (if present).
4. The location of off-site disposal of all material removed from the sewer(s) along with letter of acceptance from the receiving disposal site accepting the debris.
5. A copy of all haul permits obtained from all regulatory agencies.
6. The Contractor shall submit a public awareness plan outlining the means and methods of proposed plans to mitigate impact to the public during the cleaning operation.

PART 2 - MATERIALS

2.01 CHEMICAL ADDITIVES

No chemicals shall be used without written approval of the City's Representative. In no case shall any chemical additive be used which might be considered hazardous or might be considered detrimental to organisms or equipment of a wastewater treatment plant, or

SECTION 02146

SEWER PIPE AND SEWER STRUCTURE CLEANING

detrimental to old or new pipe materials.

A Safety Data Sheet (SDS) shall be posted onsite with a copy supplied to the City's Representative for all chemicals anticipated to be used in the project or brought on-site.

2.02 HYDRO BLAST PIPE CLEANING-NOZZLE

- A. The Contractor shall use a nozzle to ensure the interior 360-degree circumference of the pipe interior is clean and free from any residual sediment prior to lining.
- B. It shall be the Contractor's responsibility to determine whether the structural condition of the existing pipe will not be detrimentally damaged by use of the spinning nozzle and water pressure to be utilized. The Contractor shall notify the City's Representative of pipe condition that would be impacted through the proposed cleaning process and equipment.

2.03 MECHANICAL PIPE CLEANING

- A. The Contractor shall use mechanical cleaning equipment and method(s), if necessary, such as chain flail and/or carbide toothed root cutter saw or approved equal, to ensure the interior 360-degree circumference of the pipe interior is clean of roots, hardened fats/oils/grease (FOG), tuberculation, corrosion and/or encrustations prior to lining.

2.04 SEWER STRUCTURE CLEANING – HYDRO BLAST

- A. The Contractor shall use high pressure hydro blasting methods as appropriate and necessary to remove deteriorated concrete and any previously applied protective coatings/linings on the interior of manholes/structures down to solid/sound substrate material.
- B. The Contractor shall use debris shields or other approved method to prevent debris dislodged from the interior of the manhole/structure from entering the live sewers. Discharge of removed sediment and debris into the interceptor pipe is prohibited. The Contractor shall remove and legally dispose of dislodged debris offsite. All hauling equipment shall be watertight to prevent spillage during transport. The Contractor will be responsible for interceptor pipe cleaning and removal of all sediments to a disposal facility.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall conduct work to prevent any detrimental sewage blockage and minimize surcharging in the sewer manholes/structure or connecting sewer pipes.
- B. It shall be the Contractor's responsibility to determine whether the structural condition

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SEWER PIPE AND SEWER STRUCTURE CLEANING

of the existing pipe, manhole, and/or structure will not be detrimentally damaged as a result of any proposed cleaning process(es). Damage to existing facilities as a result of the Contractor's work shall be promptly repaired in kind at the Contractor's expense. The Contractor accepts the responsibility of reinstating normal sewer operation once the proposed cleaning operation is initiated.

- C. It is Contractor's responsibility for all costs incurred with removal of sediment if observed to be discharged into an active interceptor sewer for a minimum distance of one (1) mile downstream of the work area location.

3.02 SEWER BYPASSING AND DEWATERING

Sewer flow shall be bypassed during the cleaning as specified in Technical Specification Section 02145 – DIVERSION OF SEWAGE FLOW AND DEWATERING if required, or directed by the City's Representative

3.03 HYDRO BLAST CLEANING OF PIPES

The Contractor shall clean and remove existing sediment, debris, roots, scale, encrustations, grout, and FOG accumulations from the sanitary sewer pipes to be inspected or scheduled to be rehabilitated, to adequately prepare the surfaces for liner installation or protective surface application. Initial cleaning may not be performed more than thirty (30) days prior to start of lining/protective layer installation.

Pipe discovered by the Contractor or his Subcontractor to be physically deteriorated to the extent where cleaning may detrimentally impact the structural integrity shall be brought to the attention of the City's Representative prior to conducting cleaning operations.

The Contractor shall clean the pipe to ensure proper installation of the sewer liner. Cleaning shall remove all sediment, rocks, debris, roots, FOG, accumulations, and obstructions from the sewer to be lined. Multiple passes with cleaning equipment may be required at no additional cost to the City. Once the Contractor initiates the cleaning operation, he accepts the responsibility of reinstating normal operation of the sewer.

Sediment or debris from cleaning operations larger than U.S. #8 sieve shall not be deposited downstream in the sewer. Sedimentation deposited downstream shall be removed at no cost to the City. All materials dislodged during cleaning shall be removed from the pipe and delivered to an approved disposal site.

The Contractor shall be thoroughly familiar with all phases of sewer pipe cleaning to ensure the completion of this Contract without causing a health hazard or damage to the sewage system, public and private property.

It shall be the responsibility of the Contractor to repeat the cleaning process if root re-growth, FOG accumulation, or other detrimental obstructions are present between the time pre-video inspection and CIPP liner installation operation at no additional cost to the City.

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SEWER PIPE AND SEWER STRUCTURE CLEANING

3.04 MECHANICAL CLEANING OF PIPES

The Contractor shall clean existing interior pipe of tuberculation, hardened FOG, scale, encrustations, root intrusions, and grout accumulations from the sanitary sewer pipes to be inspected or scheduled to be rehabilitated and adequately prepare the surfaces for installation of liner. Initial cleaning may not be performed more than thirty (30) days prior to start of lining installation.

Pipe discovered by the Contractor or his Subcontractor to be physically deteriorated to the extent where cleaning may detrimentally impact the structural integrity of the existing pipe shall be brought to the attention of the Owner's Representative prior to conducting cleaning operations.

Cleaning shall remove all mineral accumulations and/or attachments from corrosion of metallic surfaces from the sewer to be lined and from the structures to be coated (if applicable). Cleaning of the sewer and structure interior surfaces shall remove all scale, encrustation, and any other foreign material from the surface.

The Contractor shall mechanically clean the pipe interior to within 95% of original interior pipe diameter as verified through interior pipe CCTV optical laser profiler or approved equal equipment to verify and document the internal pipe diameter prior to ordering and installing CIPP lining. Multiple passes with mechanical cleaning equipment may be required at no additional cost to the Owner.

It shall be the responsibility of the Contractor to repeat the mechanical cleaning process if tuberculation, FOG, or detrimental corrosion buildup occurs prior to CIPP lining operation at no additional cost to the Owner.

3.05 HYDRO BLAST CLEANING OF MANHOLES/STRUCTURES

The Contractor shall clean existing trough, throat, bench, wall, cone and chimney of debris, encrustations, FOG, and deteriorated concrete by the use of high-pressure hydro blasting. Once cleaning has commenced, the rehabilitation method chosen shall be completed in succession with no more than 48 hours transpiring between cleaning and rehabilitation activities.

Access manholes/structures discovered by the Contractor or his Subcontractor to be physically deteriorated to the extent where cleaning may detrimentally impact the structural integrity of the existing access manhole/structure shall be brought to the attention of the City's Representative prior to conducting cleaning operations.

Cleaning shall remove all deteriorated concrete such that the remaining surface is sound and free of unstable material.

3.06 PVC "T-LOCK" LINED PIPES

The Contractor shall clean the interior of any PVC lined pipe per paragraph 3.03 - Hydro-Blast Cleaning of Pipe in conjunction with the following according to the proposed pipe rehabilitation method proposed:

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SEWER PIPE AND SEWER STRUCTURE CLEANING

A. Rehabilitation Method: Cured-In-Place-Pipe Lining Installation:

The Contractor shall remove existing PVC liner and/or joint material that is loose or hanging that may impact the liner installation process along with any hardened encrustations or protrusions that may impact the final diameter profile of the rehabilitated pipe.

B. Rehabilitation Method: PVC T-Lock Liner Repair:

The Contractor shall remove the existing PVC liner and/or joint material that is loose, hanging or not strongly embedded in the concrete pipe substrate that may impact the final repair of the T-lock liner. If the embedment tees of the T-lock lining material are not strongly embedded in the concrete, the Contractor shall remove both the PVC liner sheet and the embedded tees from the concrete surface.

Strongly embedded tees shall be defined as incorporated into the concrete sufficiently that when the PVC liner is cut into strips parallel to the tees of the T-lock material at a point midway between each horizontal row of tees, that a pulling force of 100 pounds applied to each strip incrementally along the length is insufficient to dislodge the embedded tee from the concrete substrate. Tees that remain firmly embedded in the concrete following the test pull are judged to be "strongly embedded" shall be cut flush with the concrete surface and left in place.

3.07 RECLEANING

Recleaning of the sewer pipe/manhole/structure may be required prior to the remote visual pipe inspection preceding pipe rehabilitation at no additional cost to the City.

3.08 REMOTE VISUAL INSPECTION

Cleaning of the sanitary sewer pipe is required prior to remote visual inspection of the sewer pipe to view surface and service lateral conditions (if present) per Technical Specification Section 02147 – REMOTE CCTV INSPECTION OF EXISTING AND REHABILITATED SEWERS.

3.09 DISPOSAL OF SEDIMENTS

The Contractor shall be responsible for transporting and disposing, including all disposal fees, of any sediments and material removed from the sewer or structures.

All sediment and debris removed from the sewer system and associated appurtenances shall be disposed off-site in a lawful manner. Hauling containers shall be watertight. On-site stockpiling of removed material will not be permitted.

The Contractor shall be responsible for obtaining all necessary permits, payment of all fees, and approval from all regulatory agencies required to perform the work, including transport

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of sediments. Off-site disposal of all material removed from the sewer shall be the Contractor's responsibility.

**** END OF SECTION ****

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SECTION 02147

REMOTE CCTV INSPECTION OF EXISTING AND REHABILITATED SEWERS

PART 1 - GENERAL

1.01 DESCRIPTION

This Technical Specification defines the requirements for internal remote Closed-Circuit Television (CCTV) inspection of the existing sewer pipes and access manholes/structures before and after rehabilitation according to the National Association of Sewer Service Companies (NASSCO) standards. Interior pipe and manhole/structure condition (post video inspection) shall be documented following rehabilitation using digital scanning camera equipment.

1.02 SUBMITTALS

A. PRELIMINARY

At the preconstruction conference the Contractor shall submit the following information for review per Technical Specification Section 01300 – SUBMITTALS following notification of award of the Contract:

1. The Contractor shall submit operator name and NASSCO Pipeline Assessment and Certification Program (PACP) certification number and Manhole Assessment Certification Program (MACP) certification number of proposed CCTV operator for approval. Contractor shall promptly provide substitute operator and credentials in the event operator approval is denied.
2. The Contractor shall submit an example of work of the proposed camera equipment to demonstrate quality and clarity of video along with proposed methods of documentation. Example shall consist of one (1) remote visual inspection record in proposed format of previous sewer inspection work completed along with associated audio commentary and inspection log(s). The submitted record shall show operational and structural defects in sewers that are of the same diameter as the sewers in this project.

The information will be reviewed to determine if the quality of the images, technique, and inspection procedures are acceptable and if defects were properly identified and documented. Samples shall be with the same camera, lighting equipment, and data handling procedures proposed for this work.

The City and/or City's Representative will review the records, not for accuracy of content, but to make sure that the required information is provided, and the recording is of acceptable quality. If the City and/or City's Representative determines that the records are defective or not of adequate quality, the Contractor

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REMOTE CCTV INSPECTION OF EXISTING AND REHABILITATED SEWERS

shall repeat the inspection documentation at the Contractor's expense.

The Contractor shall be responsible for modifications to his equipment and/or inspection procedures to achieve report material of acceptable quality. No work shall commence prior to approval of the material by the City and/or City's Representative. Once accepted, the report material shall serve as a standard for the remaining work.

The Contractor shall resubmit a final video showing a post inspection after the liner issue(s) have been addressed and approved, and after the manhole rehabilitation is complete and approved. Contractor shall correct all title information on the video and labels prior to final submittal.

Digital Video Disk (DVD) or Universal Serial Bus (USB) records shall include labels containing project titles, dates, including City and Contractor company names. The Contractor shall maintain a copy of all inspection documentation (disks, tapes, databases, and logs) for the duration of the work and warranty period.

B. OTHER SUBMITTALS

1. Pre-Construction Inspections: One (1) copy of the pre-construction CCTV inspection stored on DVD or USB media, showing the existing sewer pipe after preliminary cleaning, shall be submitted to the City or City's Representative), a minimum of 14 days prior to CIPP lining and/or manhole rehabilitation. The distance to each sanitary sewer lateral shall be recorded on the inspection tape and paper copy record. Each pipe segment to be rehabilitated shall be CCTV inspected and recorded. Multiple pipe segment inspections can be stored on one DVD or USB. If the City or City's Representative determines that the records are defective, not of adequate quality, not containing pipe identification information, or footage counter, the Contractor shall repeat the inspection documentation at the Contractor's expense.
2. One (1) copy of the CCTV inspection stored on DVD or USB media or external hard drive, showing the existing sewer pipes after cleaning, just prior to CIPP installation, along with a final video inspection video following liner installation and any lateral opening reinstatement. Videos shall be submitted to the City or City's Representative within one (1) day of collecting the final inspection video. The City or City's Representative will track and compile a final record of initial cleaning, pre-lining CCTV, post-lining CCTV, and if necessary secondary post-lining CCTV after any liner issues have been addressed and submitted to the City or City's Representative by the Contractor for work acceptance.
3. One (1) copy of the CCTV inspection stored on DVD or USB media or external hard drive, showing the existing access manhole/structure after cleaning, just prior to the repair material installation along with a final inspection video after

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REMOTE CCTV INSPECTION OF EXISTING
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rehabilitation. Video shall be submitted to the City or City's Representative within one (1) day of the final inspection video collection. The City or City's Representative will track and compile a final record of initial cleaning, pre-rehabilitation CCTV, post-rehabilitation CCTV, and if necessary secondary post-rehabilitation CCTV after any issues have been addressed and submitted to the City or City's Representative by the Contractor for work acceptance.

4. The Contractor shall submit written inspection logs and CCTV procedures according to NASSCO PACP for the sewer pipes inspected and/or rehabilitated.
5. The Contractor shall submit written inspection logs and CCTV procedures according to NASSCO MACP standards for the sewer access manholes/structures inspected and/or rehabilitated.

PART 2 - PRODUCTS

2.01 MATERIALS

A. TELEVISION INSPECTION CAMERA(S)

Camera(s) shall be intrinsically safe and shall be capable of safely operating in 100 percent humidity conditions. Lighting intensity shall be remote controlled and shall be adjusted to minimize reflective glare. Lighting and camera quality shall provide a clear, focused picture of the entire inside periphery of the sewer. Analog type camera shall have tilt and zoom capabilities to view 90 degrees to the pipe centerline for the entire 360 degrees of the pipe circumference. Digital type cameras shall possess forward and rear facing cameras with 360-degree view capabilities.

The Contractor shall utilize equipment that allows for CCTV to be performed within conditions noted in the Technical Specification. Contractor's equipment shall be sized to fit and maneuverable within final diameter of rehabilitated pipe segments. Any scrapes or damage to the interior pipe liner or newly installed protective manhole/structure coating or lining resulting from equipment operation shall be addressed and corrected by the Contractor at no additional cost to the City.

The Contractor shall utilize a digital, Panaramo 360 or approved equal for CCTV of pre and post CCTV inspection of pipes 12-inch diameter and larger and for use in manholes/structures. Either digital or analog CCTV equipment is permitted for use in pipes less than 12-inches in diameter.

B. VIDEO STORAGE DEVICES

Video recordings of all sewer line inspections shall be made on DVD disks, USB media or digital external hard drive. The audio portion of the video shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. A copy of the video recordings shall be consolidated on DVD / USB /

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REMOTE CCTV INSPECTION OF EXISTING AND REHABILITATED SEWERS

digital hard drive media with corresponding City unique appurtenance quarter section number.

C. FOOTAGE COUNTER

A footage counter device, which measures the distance traveled by the camera in the sewer, shall be accurate to plus or minus 2 feet in 1,000 feet.

D. VIDEO TITLING

Video equipment shall include genlocking capabilities to the extent that computer generated data, (e.g., footage, date, size, address and location, etc.) as determined by the City can be overlaid onto video, and both indicated on the television monitor and permanently recorded on the inspection video.

PART 3 - EXECUTION

3.01 FLOWS IN SEWERS:

The Contractor shall provide temporary dry conditions in the sewer pipes during remote visual CCTV inspections and continuously until completion of liner installation and final documentation CCTV video inspection. The bypassing requirements are provided in Technical Specification Section 02145 – DIVERSION OF SEWAGE FLOW AND DEWATERING.

3.02 CLEANING

The remote visual inspection shall be performed after cleaning the sewer pipe or access manhole as specified in Technical Specification Section 02146 – SEWER AND SEWER STRUCTURE CLEANING, and prior to lining the pipe. The Contractor shall be responsible for properly inspecting and documenting the final condition of the rehabilitated pipe.

3.03 SCHEDULE

The Contractor shall submit post CCTV of segments within one (1) working day from the date of installation. The Contractor shall also be responsible to produce and submit hard copy inspection logs of the inspection process.

3.04 SEQUENCE OF INSPECTION

The sewer pipe shall be remote visually inspected, in the same direction, prior to and following the lining of the sewer. Final CCTV inspection shall be performed after lateral reinstatement has been completed.

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REMOTE CCTV INSPECTION OF EXISTING
AND REHABILITATED SEWERS

3.05 INSPECTION METHODS

The Contractor shall inspect the sewer interior using a camera or process capable of producing a color image for permanent record and documentation of inspection in digital format (mpeg or jpeg) with audio location and date information, data title information.

A. VERBAL COMMENTARY

The Contractor shall audio record narrative on the remote visual inspection location, upstream and downstream control points, date, and time of the inspection.

B. ACCESS

The City or City's Representative shall have full access to observe and monitor all other operations at all times. The system of cabling employed to transport the camera and transmit its signal shall not obstruct the camera's view.

C. INSPECTION RATE

The camera shall be pulled through the sewer in either direction, but all inspections at each location shall be in the same direction. Maximum rate of travel shall be 30 feet per minute when recording with analog camera systems.

D. IMAGE PERSPECTIVE

The camera image shall be down the center axis of the pipe when the camera is in motion. The Contractor is required to provide a 360-degree view of the pipe interior. Points of interest shall also be documented and shall include, but not be limited to, defects, encrustations, mineral deposits, debris, sediment, any location determined not to be clean or part of a proper liner installation, or defects in the liner (including, but not limited to, bumps, folds, tears, dimples, etc.).

Each individual sanitary sewer lateral opening to the sewer main shall be remote visually inspected. Camera shall first pan and tilt to the lateral opening prior to zoom for analog camera systems. Full 360-degree views of the lateral opening shall be documented without zoom. Contractor shall not utilize pan, tilt and/or zoom simultaneously.

E. SEWER IDENTIFICATION

All inspection documentation shall include the sewer location identified by City quarter section manhole numbers.

F. SEWER FLOW CONTROL

During remote visual inspections, and continuously until completion of liner

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REMOTE CCTV INSPECTION OF EXISTING
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installation and final CCTV documentation inspection, the Contractor shall provide temporary dry conditions in the sewer pipes. The bypassing requirements are provided in Technical Specification Section 02145 – DIVERSION OF SEWAGE FLOW AND DEWATERING.

G. QUALITY CONTROL

The City's Representative will review DVD, USB, or hard drive to ensure compliance with the requirements listed in this Technical Specification and Contract Documents. If the sewer pipe or access manhole is determined not to be adequately cleaned, as required in Technical Specification Section 02146 – SEWER AND SEWER STRUCTURE CLEANING it shall be recleaned and remote visual inspection repeated by the Contractor at no additional cost to the City. If any portion of the liner or manhole rehabilitation is determined not acceptable, the liner shall be repaired or replaced, whichever the City's Representative deems appropriate, and re-inspected and documented.

**** END OF SECTION ****

SECTION 02148

CIPP LINING OF EXISTING SEWERS

PART 1 - GENERAL

1.01 DESCRIPTION

A. SCOPE

This Technical Specification Section specifies the Cured-In-Place-Pipe (CIPP) rehabilitation lining, sets acceptable material and experience parameters, defines minimum performance requirements for the finished, installed product and details testing requirements for the completed product.

B. REQUIREMENTS

The Contractor shall provide and install a resin saturated flexible tube (lining/liner) with an interior plastic coating wearing surface into pipes identified for CIPP lining in accordance with ASTM International D5813 – Type II (fully deteriorated), (ASTM) F1216 for the inversion installation method with resin cured by exposure to heated water. When cured, the CIPP lining shall be continuous and tight fitting.

1.02 CLIMATIC CONDITIONS

The Contractor is made aware that the Work may occur during the summer months with temperatures exceeding 115 degrees F. The Contractor shall be prepared for these conditions and alter catalyst, installation procedures, or provide protection from detrimental exposure to adverse temperature consistent with the materials proposed for use.

Severe thunderstorms could occur that may increase volume of flow present within the sewer system. The Contractor shall be prepared for these conditions and alter his installation procedures and/or provide bypass pumping capabilities accordingly. The Contractor shall be responsible for review of the weather forecast prior to commencement of liner installation that restricts or impedes the flow capacity of the sewer pipe being rehabilitated. When the anticipated weather conditions are such that the resulting sewer flow may exceed upstream sanitary system storage volume or the capacity of the bypass pumping system or otherwise adversely affect the CIPP liner installation then the City's Representative shall be informed, and the installation shall be delayed until favorable weather is forecasted.

1.03 EXPERIENCE RECORD OF THE CONTRACTOR

The Contractor shall provide to the satisfaction of the City, written documentation from the CIPP lining manufacturer that the Contractor's personnel have been adequately instructed and trained in the installation procedures of the CIPP liner process proposed. Such written documentation shall describe manufacturer's procedures for the installers, safety instructions, training program, identification, and protocol of a course of action(s)

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CIPP LINING OF EXISTING SEWERS

in the event installation deviates from recommended procedures and, if applicable, licensing policies.

The Contractor or its CIPP liner subconsultant, shall have successfully managed, in addition to an experienced onsite superintendent possessing a minimum of 5,000 linear feet of CIPP liner installation experience on projects utilizing similar materials, installation techniques, and CIPP liner diameter like those proposed on this Project within the previous three (3) years of the bid date of this project.

1.04 QUALITY ASSURANCE

REFERENCES

This Technical Specification section contains references to the following documents. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

AASHTO Loading	American Association of State Highway and Transportation Officials - Anticipated external load to be placed on the pipe.
ASTM F412	Standard Terminology Relating to Plastic Piping Systems.
ASTM F1216 (including Appendix XI)	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
ASTM F3240	Standard Practice for Installation of Seamless Molded Hydrophilic Gaskets (SMHG) for Long-Term Watertightness of Cured-in-Place Rehabilitation of Main and Lateral Pipelines
ASTM C581	Standard Practice for Determining Chemical Resistance of Thermosetting Resins used in Glass-Fiber Reinforced Structures, Intended for Liquid Service.
ASTM D543	Standard Practice for Evaluating the Resistance of Plastics to Chemical Reagents.

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CIPP LINING OF EXISTING SEWERS

ASTM D638	Standard Test Method for Tensile Properties of Plastics.
ASTM D790	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
ASTM D883	Standard Terminology Relating to Plastics.
ASTM D1600	Standard Terminology for Abbreviated Terms Relating to Plastics.
ASTM D2990	Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.
ASTM D5813	Standard Specification for Cured-in-Place Thermosetting Resin Sewer Piping Systems.
ASTM D3039 / D3039M	Standard Test Method for Tensile Properties of Polymer Matrix Composite Material
ASTM E797	Standard Practice for Measuring Thickness by Manual Ultrasonic Pulse-Echo Contact Method.
NASSCO	National Association of Sewer Service Companies

1.05 SUBMITTALS

The following submittals shall be provided in accordance with Technical Specification Section 01300 – SUBMITTALS:

1. Shop drawings which detail short- and long-term properties (providing all supporting test data) of all component materials, construction procedural requirements for material for material handling, storage, sunlight control (if applicable), temperature control (if applicable), and any other CIPP liner handling/installation constraints.

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CIPP LINING OF EXISTING SEWERS

2. Representative cured liner sample (1-foot in length) or sample plate for large diameter (1-foot square) for each diameter size of the same resin and CIPP tube components proposed for the project depicting the final quality of workmanship that can be expected on this project.
3. Structural CIPP liner calculations per the design parameters stated in paragraph 2.05. CIPP liner calculations shall be professionally sealed by a Civil Engineer licensed in the State of Arizona.
4. 10,000-hour third party, 50-year Flexural Creep Modulus test data. The test shall be in accordance with ASTM D2990 at 10,000 hours. If results of a 10,000-hour tests are not available, the Contractor shall use a minimum 50 percent reduction (50 percent retention) of Flexural Modulus of Elasticity (per ASTM F1216) for all formula calculations.
5. Independent laboratory test report(s) of CIPP sample(s) and tests as specified in 02148, paragraph 2.02 and 2.03. Chemical resistance and resin properties testing shall be performed on a previously prepared sample of the finished product proposed for the project. A Certified Affidavit, signed by an officer of the CIPP liner installation company, shall be provided stating that the resin the test applies to, and the resin submitted for this project are the same.
6. Independent laboratory test report(s) of CIPP sample(s) and tests as specified in paragraph 1.06 (B). Testing shall be performed on prepared samples of the finished product installed as part of this project. A copy of the completed Chain of Custody form shall be submitted to the City's Representative along with independent laboratory test results.
7. Detailed method(s), locations, and procedures, for creating a representative CIPP sample on-site for independent laboratory testing.
8. Certification from the manufacturer that the resin, carrier felt and CIPP tube material(s) supplied complies with ASTM D5813 and meets the intended service condition(s) set forth in this Technical Specification.
9. Manufacturer's recommended installation procedures per ASTM F1216.
 - a. If the "inversion" method is employed per ASTM F1216, provide maximum inversion head (psi for air inversion, or feet of head for water inversion) pressure and proposed method of monitoring/documenting pressures.
10. Cure information from the resin manufacturer for the properties of the materials proposed for use on this project, including recommended method(s) of application of heat, the medium that initiates the resin curing process. Recommended step "cooking" temperatures and hours at each stage including maximum rate (degrees per hour) of

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CIPP LINING OF EXISTING SEWERS

- liner heating/cooling, target maximum temperature, duration of target cure temperature, acceptable fluctuation in target temperature with description of remedial actions to be taken if fluctuations occur, and the lower target temperature when the controlled temperature curing process is terminated, and the heated water is released from the liner interior. Contractor shall provide written plan for installation crew use in the event manufacture recommended temperature is not attained in a portion of the liner.
11. Certification showing the Contractor is currently licensed by the appropriate licensor to perform CIPP installation materials and processes proposed. Certification shall be given to the City's Representative before any materials are delivered to the job site.
 12. A certified affidavit, signed by an officer of the installation Company, stating, and certifying that the on-site superintendent has received proper training in the manufacturer's recommendations for CIPP liner installation methods and procedures.
 13. Proposed method of measuring dimensional size and height of observed defects and an outline of specific repair or replacement procedures as recommended by the CIPP tube manufacturer for defects that may occur in the installed liner. Potential defects within the CIPP liner that cannot be repaired in-place shall be clearly defined by the Contractor based on the manufacture's recommendations shall be accompanied by a compensation-in-lieu of repair proposal submitted to the City for potential consideration. Acceptance of the proposal shall not be binding on the City.
 14. Certification stating CIPP tube has been manufactured in accordance with ASTM F1216 and resin ASTM D5813 is suitable for its intended use.
 15. Manhole connection (liner termination) detail and material proposed to seal any annular space between the liner and host pipe.
 16. Warranty information and certificates.
 17. Safety Data Sheets (SDS) for all hazardous chemicals used or expected to be on-site. At a minimum, sheets for the resin, catalyst, cleaners, and repair agents should be submitted.
 18. Proposed equipment and installation methods for fiber optic cable temperature monitoring system cable for documenting the wall temperature during cure along the entire length of the CIPP liner being installed. Contractor shall provide intended backup method(s) for temperature monitoring in the event of fiber optic system failure.
 19. Baseline resin spectrograph for resin material proposed.
 20. 24-hour written notification of cure water release (if applicable).

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CIPP LINING OF EXISTING SEWERS

21. Remote visual inspection video and reports as specified in paragraph 3.01 (D).

1.06 INSTALLED CIPP LINER QUALITY CONTROL

A. AFFIDAVIT OF SAMPLE AUTHENTICITY

A certified affidavit, signed by an officer of the installation company, shall be provided stating that the samples collected, and the samples submitted to the laboratory for testing are the same and apply to the location intended.

B. LABORATORY TEST SAMPLE

1. The Contractor shall prepare samples of the CIPP liner installed as part of this project for subsequent testing of its physical properties. Previous test data will not be acceptable. Samples shall be prepared and tested using the flat plate sampling or clamped mold method in accordance with the procedures of ASTM F1216. The sample will be constructed of the same materials (tube and resin/catalyst) as is used for that given liner installation held in place by a suitable heat sink. The flat plate or molded sample shall be large enough to provide five (5) sample specimens each.

The Contractor shall prepare a redundant sample for potential use in the event primary test samples are lost or damaged during transport. Redundant samples shall be labeled, initialed, and dated by the City's Representative, protected, and retained by the Contractor until such time as acceptable liner test results are received by the City's Representative. The Contractor shall inform the City's Representative in the event redundant samples are to be sent to the testing laboratory. The City's Representative shall verify redundant samples identification prior to shipment. Contractor shall obtain authorization from the City's Representative prior to disposal of redundant samples.

2. The cured sample shall be sent to and tested by an independent testing laboratory, as recommended by the CIPP liner manufacturer, and approved by the City's Representative. The CIPP liner samples taken shall be sent to an independent laboratory within three (3) days of collection. The samples are to be signed by the City's Representative and accompanied by a completed Chain of Custody form. Results of laboratory testing shall be submitted directly to the City's Representative within three (3) working days of receipt by the Contractor.

Final payment for the CIPP liner installation will not be made until the test results are received and approved by the City's Representative. The Contractor shall be responsible for any deviation from the specified physical properties and those evaluated through testing. Failure to meet the specified physical properties will result in the CIPP liner being considered defective work which will be handled in accordance with MAG Section 106. The Contractor shall be responsible for all costs associated with the testing of the liner's physical properties.

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CIPP LINING OF EXISTING SEWERS

3. Samples taken for testing shall be individually labeled and logged to record the following:
- a. City name.
 - b. City's project number and project title.
 - c. Unique sample number.
 - d. Pipe segment number as noted on Drawings or Pipe Rehabilitation List.
 - e. Date and time sample was taken.
 - f. Name of Contractor.
 - g. Date, location, and name of person by whom the sample was taken.

Updated copies of the test log shall be submitted to the City's Representative at the regularly scheduled coordination meeting.

4. TEST SAMPE FREQUENCY:

The above-stated sampling shall be performed for each manufacturing lot of CIPP liner materials (per diameter size).

- a. A sample shall be taken every 3,000 lineal feet or one semi-trailer load of liner whichever is less. The City's Representative reserves the right to request the Contractor to perform one (1) additional sample test for every 3,000 lineal feet or one semi-trailer load of liner whichever is less.
- b. If felt liner is saturated with resin on-site, sampling frequency shall be per each pipe segment rehabilitated. The City's Representative reserves the right to request the Contractor to perform one (1) additional sample test per pipe segment installed.

5. GROUNDS FOR INSTALLED LINER REJECTION:

Grounds for rejection of installed CIPP liner include, but not limited to the following:

- a. CIPP sample sent to a laboratory that is missing the City's Representative signature.
- b. CIPP samples missing the Chain of Custody form.
- c. Chain of Custody form missing information or signatures of all those who handled or processed the sample, including the signature of the laboratory Manager responsible for performing the quality control testing.
- d. Laboratory test result(s) do not meet minimum Technical Specification requirements.

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C. SAMPLE LABELING

Each liner tube sample shall be labeled with: Contractor Name, Date, Project Name, City's Unique Pipe Identification Number, Host Pipe Diameter. Documentation shall also include the following:

1. Liner manufacturer's name.
2. Location of the liner manufacturer.
3. Felt supplier.
4. Resin supplier.
5. Resin identification number.
6. Resin weight – lbs/ft.
7. Manufactured liner length both resin saturated felt “wet” and dry felt “dry”.
8. Liner thickness.
9. Liner diameter.
10. Date of resin saturated into felt liner.
11. Unique identification number of liner.

1.07 CIPP LINER HANDLING:

The Contractor shall exercise adequate care during transportation, handling, and installation to ensure the CIPP material is not torn, cut, or otherwise damaged. If any part or parts of the CIPP material becomes torn, cut or otherwise damaged before or during insertion, it shall be repaired or replaced in accordance with the manufacturer's recommendations and approval by the City's Representative before proceeding further, and at the Contractor's expense.

1.08 WARRANTY

The work performed under this Project shall be warranted to be free from defects in workmanship and material for a period of **one (1) year** from the date of Final Acceptance by the City. If the City or City's Representative determines that the process/material/installation has failed during the warranty period, the Contractor shall perform any and all repairs, including ancillary costs associated with performing the repair at no additional cost to the City.

The warranty period of any part of the Work repaired or replaced under the provisions of the warranty shall be extended for **one (1)** additional year.

1.09 LINER MANUFACTURE INSPECTION

The Contractor /manufacturer of CIPP liner shall allow access to either the on-site or remote liner wet-out facility to observe the manufacturing/saturation process of the CIPP liner by the City and/or the City's Representative(s). The City's Representative, while not acting as quality control agent for the Contractor, shall be allowed to view and document

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any portion of this contract work, including but not limited to verifying type and quantities of resin used at any point during manufacturing/installation or performance of this work.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All materials and installation procedures provided by the Contractor for use in the CIPP installation process shall be equal to or exceed the requirements of ASTM F1216, and ASTM D2990.
- B. The Contractor shall be responsible for control of all material and process variables to provide a finished CIPP possessing the minimum properties specified in ASTM F1216 and ASTM 5813 and/or supplemented herein.

2.02 COMPONENT PROPERTIES

A. MATERIAL

a. FELT CARRIER MATERIAL

- 1. The liner tube carrier material shall consist of one or more layers of flexible needled felt or an equivalent non-woven and/or woven material meeting ASTM 1216 Section 5 or ASTM F1743 Section 5.2.1 and capable of carrying resin, withstanding installation pressures, and curing temperatures, and is compatible with the resin system used. The carrier material shall be fabricated to a size that, when installed, will be tight fitting to the internal circumference of the existing sanitary sewer host main. Allowances shall be made for circumferential stretching due to host pipe manufacturing tolerances and/or extent of deterioration of existing pipe walls.
- 2. The minimum material length shall be that deemed necessary by the Contractor to span the distance effectively and continuously from the inlet interior wall face to the outlet interior wall face of the respective manholes, unless otherwise specified. The Contractor shall verify the lengths in the field before felt liner saturation and installation of the CIPP tube. Individual insertion runs may be made over one or more manhole sections as determined in the field by the Contractor and approved by the City's Representative.
- 3. Prior to insertion, the carrier material shall be free of all visible tears, holes, cuts, foreign materials, and other defects.
- 4. The Contractor shall provide manufacturer's data on the maximum allowable stresses and allowable elongation of the carrier material. Insertion forces

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imposed shall not exceed the allowable stress of the material. The overall elongation of the CIPP tube shall be measured after pull-in completion.

B. RESIN

The resin system to be used shall be manufactured by an approved company selected by the CIPP system manufacturer. Only corrosion resistant polyester or vinyl ester resins shall be used.

The resin used shall produce a properly cured-in-place pipe system appropriate for conditions encountered, which will be resistant to abrasion caused by solids, grit, and/or sand. The cured-in-place pipe system shall also be resistant to corrosion due to acids and gases such as sulfuric acid, carbonic acid, hydrogen sulfide, methane, and carbon monoxide. The cured-in-place pipe system utilized shall withstand the corrosive effect of the existing residential, commercial, and industrial effluents, liquids and/or gases.

The physical properties stated in paragraph 2.03 apply to CIPP manufactured polyester or vinyl ester resin. Resin shall be tinted for visibility and provide positive indication of adequate liner wet-out. The Contractor shall not change resin manufacturer or type without written approval obtained from the City's Representative. Written request shall be accompanied by manufacturer's documentation per Technical Specification Section 01300 – SUBMITTALS for approval prior to use.

C. CIPP LINER TUBE

1. The CIPP tube shall be comprised of a carrier material, resin, and polyurethane, polyethylene, or polypropylene coating(s) on its interior surface to protect the resin from contaminate intrusion or loss of resin through migration. Any temporary interior resin containment coatings or films shall be removed following CIPP tube installation but prior to lateral seal installation (if present) at no additional cost to the City.
2. The liner tube shall be fabricated to a diameter size that when installed will fit tightly into the internal circumference of the existing sanitary sewer main without any annular space between liner and walls of host pipe. Allowances shall be made in the CIPP tube diameter sizing to allow for potential circumferential stretching due to host pipe manufacture tolerances and/or deterioration of the host pipe walls.
3. The minimum liner tube length shall be that deemed necessary by the Contractor to span the distance effectively and continuously from the inlet to the outlet of the respective manholes, unless otherwise specified. The Contractor shall verify the lengths in the field before impregnation and installation of the CIPP tube. Individual insertion runs may be made over one or more manhole sections as determined by the Contractor.

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4. The Contractor shall measure the overall elongation of the CIPP tube after installation completion and report to the City's Representative immediately following insertion. Summary of CIPP tube elongation shall be submitted per Technical Specification Section 01300 – SUBMITTALS.
5. Prior to insertion, the CIPP liner tube shall be free of all visible tears, holes, cuts, foreign materials, and other defects. The Contractor shall perform necessary repairs according to CIPP tube manufacturer recommendations or replace the tube in its entirety at no additional cost to the City.
6. Contractor shall submit according to Technical Specification Section 01300 – SUBMITTALS, the recommended step "cure" temperatures and hours at each stages including maximum rate (degrees per hour) of liner heating/cooling, target temperature, duration of target cure temperature, acceptable fluctuation in target temperature with description of remedial actions to be taken if fluctuations occur, and target temperature when the controlled temperature curing process is terminated and heated water or air is released from the liner interior.

D. CIPP TUBE DIMENSIONS

1. The Contractor shall make allowances in determining the felt tube length and circumference for stretching during installation and shrinkage during curing. The Contractor shall verify the lengths in the field before the felt tube is cut and saturated. Individual installation runs may include one or more manhole-to-manhole sections as approved by the City's Representative.
2. The Contractor shall determine the length of any dry tube, if any, that may be necessary for the installation process proposed. City shall not entertain payment for excess CIPP length, including dry tube not saturated with resin.
3. The diameter of the host pipe may be larger than the nominal inside diameter due to corrosion of the existing host pipe. It is the Contractor's responsibility to field measure the diameter of existing host pipe and determine the required diameter of the CIPP tube to produce a close-fit lining.
4. "Minimum Design" thickness shall be the CIPP calculated thickness in accordance with ASTM F1216 and D5813 for **Type II fully deteriorated** design loading, rounded to the next manufacturer's standard incremental thickness above the minimum calculated design thickness. Calculations of liner thickness shall be submitted to the City's Representative according to Technical Specification Section 01300 – SUBMITTALS prior to installation.

Unless otherwise specified to provide for excess resin migration, the gap thickness of the wetting out equipment shall be sized to allow an excess of 5 to 10 percent (5-10%) resin to pass during saturation. The measurement of liner thickness, installed

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and cured, shall be determined at a minimum of three (3) locations cut from a CIPP restrained liner sample, minus the thickness of any plastic coatings or CIPP layers not included in the structural design of the CIPP, using a method of measurement accurate to the nearest 0.005-mm.

5. The nominal wall thickness shall be at least the final design thickness, or the minimum specified, and may be up to fifteen percent (15%) greater except at the locations where the felt layers overlap, in which case it may be in excess of this value.

2.03 CHEMICAL RESISTANCE

The chemical resistance of the actual resin system used by the Contractor shall be tested by the resin manufacturer in accordance with ASTM F1216, D543, or C581 as applicable. Exposure to the chemical solutions listed below shall result in a loss of not more than 20 percent of the initial physical properties when tested in accordance with ASTM C581 when subjected to the following solutions:

Chemical Solution	Concentration (%)
Tap Water (pH 6-9)	100
Nitric Acid	5
Phosphoric Acid	10
Sulfuric Acid	10
Gasoline	100
Vegetable Oil	100
Detergent	0.1
Soap	0.1

The Contractor shall be responsible for all costs associated with the chemical resistance tests. Proof of meeting these requirements shall be provided to the City's Representative for approval at least seven (7) days prior to commencement of work.

2.04 FINISHED AND CURED CIPP LINER PROPERTIES

The physical properties of the cured CIPP shall have minimum initial test values as given in Table 1 of ASTM F1216 for resin impregnated felt tube and Table 1 of ASTM F2019 for resin impregnated GRP tube and supplemented below in Table 1. Properties for these or any other enhanced resins shall be substantiated with test data.

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Table 1: CIPP Liner Properties		
Resin Saturated Felt Tube		
Test Property	Test Value	Test Method
Flexural strength	4,500 psi	ASTM D790
Flexural modulus	250,000 psi	ASTM D790
50-year flexural creep modulus	150,000 psi	ASTM D2990

2.05 DESIGN CRITERIA

- A. The liner thickness shall be designed in accordance with the procedures of ASTM F1216, Appendix XI, ASTM D2990 and these Technical Specifications. All material properties used in design calculations shall be long-term (time-corrected) values. The Contractor shall familiarize itself with site conditions when preparing liner design.
- B. The Contractor shall calculate the required minimum CIPP liner thickness for each pipe based on Section 2.02 (D) (4) of these Technical Specifications.
- C. The following parameters shall be assumed for the liner design:
1. Modulus of soil reaction, $E'_s = 1,000$ psi (**fully deteriorated**).
 2. Unit weight of soil = 140 pcf.
 3. The minimum ovality shall be 2.0 percent.
 4. AASHTO HS-20 Traffic loads.
 5. Safety Factor = 2.0.
 6. Actual invert depth.

2.06 PAYMENT PENALTY / REDUCTION

A penalty will be assessed by the City to the Contractor for payment on all installed CIPP liners that do not meet or exceed the minimum CIPP wall thickness requirements as stated in Technical Specification Section 02148 - paragraph 2.02.D(4). Payment to the Contractor will be reduced on Contractor's unit price per foot payment for the total length of CIPP liner installed as measured from center of upstream manhole to center of downstream manhole. Payment/reduction shall be based on the following Table 2 – Payment Penalty / Reduction:

TABLE 2 - PAYMENT PENALTY / REDUCTION	
Payment Penalty (see note 1)	Installed Dry Cured Liner Thickness Below Minimum Design (mm)
0%	0% up to and including 5%
10%	Greater than 5% up to and including 10%
20%	Greater than 10% up to and including 20%

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Rejected	Greater than 20%
Note 1 – Reduction in payment assessed in Contractor's pay request to City	

2.07 HYDROPHILIC GASKET SEAL AT CIPP TERMINATION

The Contractor shall provide hydrophilic gasket seal at the CIPP liner terminations per ASTM F3240. The gasket seal shall produce a watertight seal between the host pipe and liner pipe at the manhole connection.

2.08 CURE TEMPERATURE MONITORING

The Contractor shall provide equipment and fiber optic cable for monitoring the CIPP liner wall temperature during cure along the entire length being installed. Sensor technology shall be manufactured by Vortex Technology Group LLC of Houston, Texas or approved equal.

Failure to submit temperature cure logs shall be grounds for rejection of installed liner.

PART 3 - EXECUTION

3.01 PREPARATORY PROCEDURES

A. SET-UP

Prior to CIPP installation, all necessary traffic control measures shall be put into place in accordance with the City of Chandler Technical Design Manual #7 – Traffic Barricade Design and the project General Conditions.

B. SEWER CLEANING

Prior to CIPP tube installation, the Contractor shall clean the existing sewer in accordance with Technical Specification Section 02146 – SEWER PIPE AND SEWER STRUCTURE CLEANING. The Contractor shall clear the existing sewer of obstructions such as solids, any existing detached liner (if present), or collapsed/offset pipe that will prevent or hinder CIPP liner installation. The Contractor shall utilize techniques customized to the size and pipe configuration such as, but not limited to man entry and/or a high-pressure water spinning nozzle to ensure that the host pipe is free from any residual sediment, fats-oils-grease (FOG), or accumulated debris prior to CIPP lining. A time lapse no greater than 30 calendar days shall be allowed between initial host pipe cleaning and liner installation.

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C. SEWER BYPASSING AND DEWATERING

The Contractor shall be responsible for bypassing flow around their work and dewatering sewer lines in accordance with the requirements of Technical Specification Section 02145 – DIVERSION OF SEWAGE FLOW AND DEWATERING.

D. INTERIOR PIPE VERIFICATION

The interior of the sewer shall be inspected in accordance with Technical Specification Section 02147 – REMOTE CCTV INSPECTION OF EXISTING AND REHABILITATED SEWERS, or other means proposed by the Contractor to determine the location of conditions, which may prevent proper installation of CIPP. The Contractor shall furnish the cleaning CCTV and report to the City's Representative for host pipe segments that the Contractor determines existing conditions may impact the final operation of the lined pipe, either grade or condition.

E. OFFSET PIPE GRADE

The Contractor shall bring to the attention of the City's Representative any offset in pipe grade that is greater than five percent (5%) of the internal diameter for authorization to install CIPP liner. Installation of CIPP tube prior to obtaining authorization shall be grounds for CIPP liner rejection and non-payment.

F. DEFECTIVE LINING REMOVAL/VOID REPAIR

The Contractor shall remove all deteriorated concrete and/or hanging, loose, or otherwise defective lining/coatings that were previously installed but have failed and that would adversely impact the profile of the CIPP liner. Once deteriorated materials are removed, Contractor shall repair host pipe interior profile back to original dimensions with approved material(s) prior to CIPP tube installation. The Contractor shall bring to the City's attention area for potential repair where evidence of structural strength deterioration has occurred, or voids are observed behind the existing host pipe wall.

G. CIPP LINER DIAMETER VERIFICATION

The internal diameter of the existing host pipe may be larger (or smaller) than their nominal size. It is the Contractor's responsibility to measure the actual inside diameter of the sewer to determine the appropriate size of CIPP liner to use.

H. PRE-CONSTRUCTION SITE CONDITION DOCUMENTATION

Contractor shall take pre-construction videos of work areas according to Technical Specification Section 001380 – PHOTOGRAPHS AND VIDEO RECORDING before beginning work. It shall be the responsibility of the Contractor to review the video and

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bring it to the attention of the City's Representative any site conditions that are not conducive to the linear system installation or its operations proposed. Once the Contractor has reviewed the video and accepted the existing on-site conditions, it shall be the responsibility of the Contractor to complete the work as proposed.

3.02 INSTALLATION METHODS

A. GENERAL

This section is intended to provide the Contractor with general guidance on the methods to be used to rehabilitate sewer pipe using the CIPP liner installation method. Nothing contained herein shall relieve the Contractor from completing the pipe rehabilitation in the most feasible, efficient, and safe manner.

The Contractor shall designate the location where the CIPP felt tube would be saturated with resin ("wet-out"). Locations shall be subject to approval by the City's Representative and applicable local agencies. The Contractor shall allow the City and/or City's Representative to inspect the materials and "wet-out" procedure.

If the "wet-out" location is not at the project site, the saturated CIPP tube shall be transported to the work site under controlled environmental conditions. Transport vehicles shall include a tamper resistant, sealed temperature-recording device which always records the temperature of the CIPP tube after leaving the wet-out site. The Contractor shall decide when to transport the impregnated CIPP tube to the site and when to commence insertion with respect to weather conditions.

The Contractor shall conduct operations in accordance with applicable OSHA standards, including but not limited to those safety requirements involving work on an elevated platform and entry into a confined space. Make suitable precautions to eliminate hazards to personnel near construction activities when pressurized air or hot water is being used.

The Contractor is responsible for obtaining construction / fire hydrant meters, if necessary, and for paying all applicable deposit fees and water usage fees.

B. PRE-INSTALLATION

Prior to installation of the liner, the following activities are required to be completed:

1. Receipt and approval of pre-installation submittals by the City's Representative.
2. Verification of pipe condition and any obstructions by video inspection.
3. Verification of existing laterals and location of services by flowing water, dye test, or visually with a pan and tilt head camera or other means.

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4. Cleaning of sewer main (recorded on video).
5. Perform required point repairs at pipe locations that would prevent or hinder proper CIPP liner. The Contractor shall obtain approval for any point repairs from the City's Representative prior to proceeding with the liner installation. The Contractor assumes all responsibility for CIPP tube quality and finished pipe grade once installation begins if prior written notification is not received and acknowledged by the City's Representative.

The Contractor is to ensure CIPP tube is free of all visible tears, holes, cuts, foreign materials, and other defects.

C. HANDLING

The Contractor shall exercise adequate care during transportation, handling, and installation to ensure the CIPP tube material(s) are not torn, cut, or otherwise damaged. If any part or parts of the CIPP material becomes torn, cut or otherwise damaged before or during insertion, it shall be repaired or replaced in accordance with the manufacturer's recommendations and approval by the City's Representative before proceeding further, and at the Contractor's expense.

D. INSTALLATION PROCESS

No CIPP installations will be undertaken in weather conditions that could jeopardize the installation of the CIPP or be detrimental to the long-term performance of the CIPP. The liner will be installed by the inversion tube method as follows.

1. **INVERSION METHOD:** The CIPP tube shall be saturated with a viscous thermosetting resin and lowered into the insertion pit through an inversion tube. The inversion tube will then be inverted into the existing pipe by the hydraulic weight of a column of water or by air pressure or by a combination of a static head of water and air pressure which will invert and push the tube through the existing sewer pipe inside out, while pressing the resin impregnated side of the CIPP tube firmly against the inside walls of the existing host pipe. The smooth coated side of the CIPP tube shall become the new interior surface of the sewer pipe following inversion. The maximum inversion installation rate shall be thirty (30) feet per minute or as recommended by the CIPP tube manufacturer whichever is less. After the CIPP tube is inverted through the pipe section, the Contractor shall cure the tube by heating the water by circulating it through a boiler, where the hot water will cause the resin to chemically react and harden or by introducing steam or a combination of compressed air and steam to initiate the hardening cure process.

E. CURING

The curing process shall be per ASTM F1216 or similar approach recommended by the

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manufacturer and approved by the City's Representative, to ensure that the liner design physical properties are attained.

- a. The Cure temperature shall be monitored exterior to the liner utilizing thermocouple sensors along with fiber optic temperature monitoring system. Circulation cure water shall be cooled down to at least 100 degrees F before releasing the hydrostatic head into the existing collection system further than one (1) mile upstream of the water reclamation facility.
- b. Cure water temperature shall be cooled to 95 degrees F if the hydrostatic head water is to be release withing one (1) mile upstream of the water reclamation facility unless prior authorization and/or alternative arrangements are obtained from the City.

Contractor shall be responsible for notification and obtaining written authorization from the City operating the downstream wastewater treatment facility prior to release heated water into the sewer system. The Contractor shall be responsible for all damages and pay all compliance fines imposed onto the City by State Regulatory Agencies for treatment processes impacted by the release of heated water into the facility.

The rate of temperature rise and fall during heating and cooling shall not exceed two (2) degrees F per minute or manufacturer's recommendation, whichever is slower. Contractor shall submit per Technical Specification Section 01300 – SUBMITTALS the manufacturer recommendation for temperature control requirements during heat-up, cure, recommended cure temperature, and length of time maintained at recommended cure temperature, and maximum rate of cool down of temperature, and temperature when heated water can be safely released from the tube without detrimental CIPP tube shrinkage occurring.

F. CURE TEMPERATURE MONITORING

The Contractor shall monitor the temperature of the CIPP liner wall to verify and document manufacturer recommended curing temperature has been achieved for pipe 15-inches in diameter and larger. A temperature monitoring system shall be placed between the host pipe and the liner in the bottom of the host pipe (invert) to record the heating and cooling that takes place on the outside of the liner.

Prior to installing the CIPP liner in the host pipe, the temperature monitoring system's function shall be confirmed by hooking it up to the computer and seeing that the sensors are reporting ambient temperatures. No more than two (2) sensors in sequence can be found faulty during this test. If three (3) or more sensors in sequence are discovered faulty, a new sensor array shall be pulled into the host pipe replacing the previously installed array; and the new array shall be again tested for its proper function.

The Contractor shall install and monitor temperature during the curing process with system/equipment as follows:

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1. CIPP Liner in Pipe 15-inch Diameter and Larger: Fiber optic cable along the entire length of CIPP liner in addition to point temperature sensors installed at the upstream, downstream, and intermediate (if present) access manholes. The monitoring shall be by a computer which can record the temperatures at this interface throughout the processing of the CIPP utilizing a tamper-proof database.

Prior to installing the CIPP liner in the host pipe, the temperature monitoring system's function shall be confirmed by hooking it up to the computer and seeing that the sensors are reporting ambient temperatures. No more than two (2) sensors in sequence can be found faulty during this test. If three (3) or more sensors in sequence are discovered faulty, a new sensor array shall be pulled into the host pipe replacing the previously installed array; and the new array shall be again tested for its proper function.

As a secondary backup of liner cure temperature, the Contractor shall monitor the temperature of the CIPP tube wall to verify manufacturer recommended curing temperature have been achieved. Temperature sensors shall be placed at the upstream and downstream ends of the reach being lined to monitor the pressurized liner (air or water) temperature during the curing process. Temperature sensors shall be placed between the host pipe and the CIPP tube in the bottom of the host pipe (invert) to record the heating and cooling that takes place on the outside of the CIPP tube. Additionally, sensors shall be strategically placed at points where a significant heat sink is likely to be anticipated. The temperatures at these interfaces shall be monitored by the Contractor throughout the curing of the CIPP tube.

G. REINSTATEMENT OF LATERAL CONNECTIONS
(Not used)

H. REINSTATEMENT OF DROP SEWER CONNECTIONS
(Not Used)

I. RELEASE OF CIPP CURE WATER

The Contractor shall provide 24-hour written notification to the City when CIPP installation work occurs within one (1) mile of any downstream treatment facility for pipes 24-inches in diameter and larger, prior to the release hot water into the sanitary sewer system. City reserves the right, but not limited to, requesting the Contractor to restrict the rate of release of hot water into the waste stream so that elevated waste stream temperature do not detrimentally impact any biological treatment process or equipment.

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3.03 FINISHED PRODUCT

A. FINISH

The finished CIPP shall be continuous over the entire length of an installation run. The Contractor shall be responsible for control of all material and process variables to provide a finished CIPP possessing the minimum properties specified in ASTM F1216 and supplemented herein.

1. Defects such as foreign inclusions, dry spots, pinholes, delamination, seam separation and wrinkling beyond the allowances stated in Technical Specification paragraphs 3.03A.2 and 3.03A.4, or as determined by the City's Representative as affecting the integrity or strength of the CIPP, or as adversely affecting the hydraulic capacity of the CIPP, shall be repaired, or replaced at the Contractor's expense.
2. Wrinkles in the finished liner pipe which cause a backwater of one (1) inch or more or reduce the hydraulic capacity of the pipe (wrinkles which exceed five (5) percent of the pipe diameter) are unacceptable and shall be removed or repaired by the Contractor at no additional cost to the City. Wrinkles in the finished liner pipe that reduce the structural stability of the pipe are unacceptable. If a void between the wrinkle and the pipe exists, the Contractor shall repair or replace that section of the pipe at no additional cost to the City. Methods of repair shall be proposed by the Contractor and submitted to the City's Representative for review.
3. Bumps or wrinkles shall be removed within ten (10) feet of a manhole insertion and/or termination end to produce a smooth wall surface which allows for a proper seal if a flow control plug installation is necessary in the future.
4. Separations of liner seams in the finished liner pipe are unacceptable and shall be removed or repaired by the Contractor at no additional cost to the City. If a separation of a liner seam exists, the Contractor shall repair or replace that section of the CIPP tube at no additional cost to the City. Methods of repair shall be proposed by the Contractor and submitted to the City's Representative for approval.
5. Longitudinal shrinkage of liner beyond the interior face of the manhole wall shall be repaired. Proposed repair materials and procedures shall be submitted to the City's Representative for approval prior to commencement of repairs.

B. MANHOLE CONNECTION

The Contractor shall provide a watertight seal at the sewer connection so that no leakage of fluids may infiltrate between the liner and the existing sewer surface/manhole. The cut liner shall have no jagged edges and shall be sanded or brushed smooth. After the curing of CIPP liner is complete, the liner termination ends

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shall be left in the manholes for a minimum of one (1) day to relieve longitudinal forces created by liner shrinkage.

Contractor shall install Fiber Reinforced Polymer (FRP) coating per Technical Specification Section 09720 – FIBER REINFORCED POLYMER (FRP) to provide a durable surface and gas tight seal between the end(s) of the CIPP liner, through the manhole trough, and up the throat section of the manhole base (if present) and connect into the barrel section of the access manhole per the details in Design Drawings.

C. VEHICULAR ACCESS

All hoses/pipes used for introducing water, air, and/or steam shall be ramped during the inversion and curing process to allow for the ease of vehicular and pedestrian traffic.

D. HOSE IDENTIFICATION

All hoses/pipes shall be color-coded for identification to prevent the use of hoses/pipes used for water conveyance are not used for wastewater conveyance or visa-versa. Any hose connected to a public water supply shall be at the discretion of the City and be equipped with an approved backflow prevention device.

E. INSPECTION

The Contractor shall inspect the CIPP after installation. The inspection will be performed and recorded using remote visual television inspection equipment in accordance with Technical Specification Section 02147 – REMOTE CCTV INSPECTION OF EXISTING AND REHABILITATED SEWERS. If defects exist within the liner, the Contractor shall repair or replace that section of liner at no additional cost to the City. Methods of repair shall be proposed by the Contractor and submitted to the City's Representative for review and approval prior to initiating repair work. City Representative shall be notified a minimum of 24 hours prior to performing repair work.

The Contractor shall resubmit a final video showing a post inspection after the liner issues have been addressed and approved.

F. FIELD TESTING

1. Sampling and testing of materials: ASTM Standards
2. CIPP Testing: ASTM F1216
3. Furnish two (2) samples of liner cut from cured liner in host pipe at manholes or at termination points or flat plate test samples.

G. ACCEPTANCE

1. Inspect CIPP tube by CCTV inspection per Technical Specification Section 02147

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CIPP LINING OF EXISTING SEWERS

– REMOTE CCTV OF EXISTING AND REHABILITATED SEWERS

2. Visual inspection - Infiltration: NONE
3. Defects: If City's Representative deems the following:
 - a. Repairable - repair defect per Paragraph 3.03 (A).
 - b. Not Repairable - remove and replace the CIPP tube at no additional cost to the City.

3.04 CLEANUP

Following inspection, the Contractor shall clean up the entire project area. The Contractor shall dispose of all excess material and debris not incorporated into the permanent installation off site.

3.05 WARRANTY

The Contractor shall CCTV per Technical Specification Section 02147 – REMOTE CCTV OF EXISTING AND REHABILITATED SEWERS rehabilitated **one (1) year following final completion**. A copy of the CCTV video records shall be submitted to the City according to Technical Specification Section 01300 – SUBMITTALS. Procedures for repair of liner defects identified shall be submitted to the City for approval prior to authorization to proceed. CCTV video investigation and repair of defects shall be at no additional cost to the City.

**** END OF SECTION ****

SECTION 09720

FIBER REINFORCED POLYMER (FRP)

PART 1 – GENERAL

1.01 DESCRIPTION

This Technical Specification is intended to provide guidelines and performance requirements for the rehabilitation of structures and gravity sewers using internally and externally bonded fiber reinforced polymer (FRP) composite systems. The rehabilitation system described herein shall include a carbon fiber reinforced polymer (CFRP) and/or glass fiber reinforced polymer (GFRP) as the main reinforcement system. The FRP can also include layers of other materials to increase stiffness of the FRP composite system in a cost-effective manner. The latter may be proprietary to the FRP material supplier. Any materials used for the FRP system shall be subject to the approval of the Engineer.

A. SCOPE:

The work includes furnishing of all materials, labor, equipment, and services for the supply, installation, and finish of structural strengthening and/or rehabilitation using a FRP system.

The Contractor shall be licensed in the State of Arizona and shall include all engineering, labor, materials, tools, equipment, appliances, and services required to design, deliver, furnish all items necessary for the proper execution and completion of the work as shown in the Contract Documents, as specified herein and/or as required by job conditions. A detailed design of the FRP system for the specific site conditions shall be included with the installation of the FRP system by the FRP installer selected by the Contractor. All items not shown or specified, but which are necessary for the proper execution and completion of the Work, shall be provided by the Contractor.

The extent of the FRP composite system applied to shall be as defined herein and as shown on the Design Drawings.

The Contractor shall cooperate and coordinate with all other trades in executing the work described in the Contract Documents.

The Contractor shall deliver finished product(s) including all materials, labor, equipment, and services necessary for product installation, all quality controls and material samples required for performance tests, final inspection, and warranty work, all as specified in these Contract Documents and at the quantities of each component to complete the work.

The prices submitted by the Contractor shall include all costs of permits, labor, equipment, and materials for the various bid items necessary for rehabilitation materials and processes in accordance with these Technical Specifications complete and in place, including all items of work not specifically mentioned herein which are required to

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make the product perform as intended. All Contractor costs to deliver the final product shall be included in the respective lump sum and/or unit price bid items depicted in the Bid Proposal.

It shall be the responsibility of the Contractor to monitor the weather while work is being conducted.

1.02 SAFETY REQUIREMENTS:

The Contractor shall conform to all work safety and health requirements of pertinent regulatory agencies and/or shown in Technical Specification Section 01060 – HEALTH AND SAFETY and shall secure the site for working conditions in compliance with the same. The Contractor shall perform existing material testing as required by regulatory regulation requirements and provide/install/maintain and be responsible such signs and/or other devices as are necessary for safety at the work site.

Sewers and appurtenant structures are considered confined spaces and are subject to federal, state, and local regulations governing confined space entry and safety procedures. The Contractor shall obtain all necessary permits required to enter and work in confined spaces.

1.03 NOTIFICATION:

It shall be the Contractor's responsibility to notify businesses and the public per Technical Specification Section 01400 – PUBLIC AWARENESS. The Contractor shall notify all utility companies involved whenever a utility is to be cut, tapped, moved, or in any way disturbed from its original placement. Sufficient notice shall be given to the utility company so that its users can be informed of any disruption of service. Such notice shall be given no less than 48 hours in advance.

It is the Contractor's responsibility to inform the City of construction activities which may lead to interruption in pedestrian or vehicular traffic or sewer service. The Contractor shall provide 72-hour notice prior to construction to verify all applicable residents have been alerted.

1.04 QUALITY CONTROL

A. REFERENCES:

<u>Reference</u>	<u>Title</u>
ACI—American Concrete Institute	
117-90	Specifications for Tolerances for Concrete Construction and Materials, and Commentary.

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224.1R-07	Causes, Evaluation, and Repair of Cracks in Concrete Structures.
224R-01	Control of Cracking in Concrete Structures.
440R-07	State-of-the-Art Report on Fiber Reinforced Plastic Reinforcement for Concrete Structures.
503R-93	Use of Epoxy Compounds with Concrete.
503.4-R92	Standard Specifications for Repairing Concrete with Epoxy Mortars.
503.6R-97	Guide for the Application of Epoxy and Latex Adhesives for Bonding Freshly Mixed and Hardened Concretes.
546R-04	Concrete Repair Guide.

ASTM- American Society for Testing and Materials

D3039	Test Method for Tensile Properties of Polymer Matrix Composite Materials
D3418	Test Method for Transition Temperatures of Polymers by Differential Scanning Calorimetry.
D5687	Guide for Preparation of Flat Composite Panels with Processing Guidelines for Specimen Preparation.
D7565	Standard Test Method for Determining Tensile Properties of Fiber Reinforced Polymer Matrix Composites Used for Strengthening of Civil Structures.
D7290	Standard Practice for Evaluating Material Property Characteristic Values for Polymeric Composites for Civil Engineering Structural Applications.
D638	Standard Test Method for Tensile Properties of Plastics.
D695	Standard Test Method for Compressive Properties of Rigid Plastics.
D790	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

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D543 Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents.

NACE International

SSPC-SP12 / NACE 5 Surface Preparation and Cleaning of Steel and Other Hard Materials by High- and Ultra High- Pressure Water Jetting Prior to Recoating.

SSPC-SP13 / NACE 6 Surface Preparation of Concrete.

ICRI- International Concrete Repair Institute

No. 03732 Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

No. 03733 Guide for Selecting and Specifying Materials for Repairs of Concrete Surfaces.

1.05 CERTIFIED INSTALLER

The Contractor must be trained and certified by the FRP material supplier and approved by the City and City's Representative for installation of the FRP system. A training outline for the certification program shall be submitted to the City or City's Representative for review. The Contractor shall provide evidence that the on-site Superintendent responsible for supervision of the FRP installation crew has received the FRP material supplier's training.

The certified installer of the FRP system shall show experience in the installation of the proposed rehabilitation method for all jobs within the last five (5) years. Information provided shall include a description of the job, the location of the job, the value of the job, the City name, and the City contact person for the job including name, title, address, and phone number.

The Contractor shall appoint a Quality Assurance Manager who will be on-site full-time during-FRP installation to take full responsibility for the quality of the work. The Quality Assurance Manager shall be fully certified.

1.06 SURFACE PREPARATION

The Contractor shall perform surface preparation per Technical Specification Section 02146 – SEWER PIPE AND SEWER STRUCTURE CLEANING

1.07 PERFORMANCE WORK STATEMENT (PWS)

A Performance Work Statement (PWS) shall be submitted by the Contractor for the

approval of City and City's Representative. The PWS shall include submittals consisting of Design Drawings, sketches, FRP material supplier's literature, catalog descriptions, or other descriptions in sufficient detail to allow a decision for submittal acceptance.

One (1) electronic copy of submittal(s) shall be provided to the City and City's Representative at minimum of thirty (30) days before a submittal response is required.

1.08 SUBMITTALS:

The Contractor shall submit the following information to the City or City's Representative in accordance with Technical Specification Section 01300 - SUBMITTALS.

- A. Performance work statement (PWS).
- B. Certifications of applicator with written consent from the FRP material supplier that the Contractor has been trained in proper application of FRP material supplier's systems.
- C. Physical and mechanical properties shall be provided of each proposed FRP system and other components, including test results conducted per the ASTM standards as applicable to the project. Physical properties shall, at the minimum include:
 - a. Laminate density, Laminate Shore D hardness (ASTM D2240).
 - b. Corrosion resistance (ASTM D543).
 - c. Fully cured resin water absorption (ASTM D570).
 - d. Glass transition temperature (ASTM E1640).
 - e. Fabric ply thickness, resin cure times.
 - f. Volatile organic compound (VOC) of laminate materials (ASTM D2369).
 - g. FRP fabric roll dimensions range.

Mechanical properties shall, at the minimum include:

- a. Minimum ultimate and characteristic design tensile strength.
 - b. Elongation percent.
 - c. Tensile modulus of the laminate in fiber direction (per ASTM D3039, D7290, respectively).
 - d. Minimum design laminate thickness per layer.
- D. FRP material supplier's Safety Data Sheets (SDS) for all materials brought on-site.
- E. Product Data Sheets (PDS) for the components of the FRP system.
- F. Safety Plan in compliance with local, state, and federal requirements.

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- G. Detailed installation plan describing all work items.
- H. FRP material supplier test data.
- I. FRP system design engineer's qualifications and the criteria incorporated into the design. Design calculations submitted shall be sealed by a professional Structural Engineer registered in the State of Arizona.
- J. Product installation procedure.
- K. QA/QC plan including field sampling and testing.
- L. FRP Design Drawings and Technical Specifications.
- M. Documentation of Contractor's Experience: Contractor shall provide references for all jobs within the last five (5) years that were either completed or under construction using the proposed rehabilitation method and materials.
- N. Qualifications, certifications / training received of installer including experience on similar projects.
- O. Submit FRP material supplier's published product and installation literature and published quality control testing criteria data for the proposed FRP system.
- P. Submit independent test report showing that the physical properties of the proposed materials meet the requirements of these Technical Specifications and will meet or exceed the physical properties given in the FRP material supplier's published literature submitted as required by Part 2 – PRODUCTS.
- Q. Submit a report of the proposed installation process and procedures as directed by the FRP system to be used. The report shall include information specific to the installation instructions and any unique site condition(s) that must be taken into consideration including surface preparation, environmental limitations such as humidity, surface temperature, set times, access coordination, installation timing and identification and any coordination requirements/requests from the City or City's Representative.
- R. Shop Drawings: The Contractor shall provide shop drawings of proposed materials for approval prior to ordering. Shop drawings shall depict:
 - 1. All measurements made by the Contractor to verify critical dimensions.
 - 2. Material(s) proposed for construction.

- 3. Critical dimensions, jointing, overlap, and connections, necessity for fasteners, and anchors with sizes, spacing, and location if proposed, connections, attachments, and openings.
- 4. Color(s).
- S. Documentation of the control checks for materials used in the fabrications and each part of the fabrication materials including resin and fabric(s).
- T. Warranty: Contractor shall submit warranty documents signed by an officer of the company and notarized stating the terms and conditions of the warranty identified in Paragraph 1.12 – WARRANTY.
- U. Any item the Contractor proposes to utilize as an "or equal" to that proposed in the Contract Documents.

1.09 SUBSTITUTIONS

Any item the Contractor proposes to substitute for a specified item as an "or equal" must be submitted per Technical Specification Section 01300 - SUBMITTALS and approved by the City or City's Representative prior to the start of construction activities. Substitutions or deviations not approved by the City or City's Representative shall risk rejection and replacement at no additional cost to the City.

- 1. For any proposed design change or deviation from these Technical Specifications.
- 2. For anything in these Technical Specifications found to conflict with applicable codes and ordinances.
- 3. For anything not understood by the Contractor.

1.10 QUALITY ASSURANCE/QUALITY CONTROL

- A. EXAMINATION: Each component part shall be examined by the Contractor for dimensional requirements, soundness, and workmanship in accordance with ASTM C478.
- B. COMPOSITION CONTROL: The FRP installer shall control and document the fiber to resin ratio content for each part of the installation. Documentation of the control checks shall be maintained by the Contractor and FRP installer. Proper content shall be shown by fiber to resin ratio usage rate checks, in accordance with the FRP material supplier's recommended material composition.
- C. TESTING RECORDS: Records of all testing shall be submitted in accordance with Technical Specification Section 01300 - SUBMITTALS.

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1.11 INSPECTION POINTS

The Contractor shall keep the City or City's Representative informed of milestone progress for the following items:

1. Completion of removal of unsound material and pressure wash cleaning.
2. Completion of leveling/seal material placement and surface preparation prior to FRP placement.
3. Completion of FRP placement.
4. Completion of FRP protective coating.

1.12 WARRANTY

The Contractor shall replace promptly and at no expense to the City, any materials which fail during the warranty period. Warranty work shall include all ancillary items including, but not limited to permits, traffic control, exposure, and flow control and all other work required to complete the repair/replacement work. Warranty and durations are described below:

- A. Project Warranty: The Contractor shall warrant all materials and workmanship performed under this contract for a period of **one (1) year** from the date of formal acceptance or as stated in the project Contract Documents whichever is longer.
- B. Materials Warranty: The FRP system installed shall be free of defects that will affect the long-term life and operation of the system. The Contractor shall warrant in writing all materials provided under this contract for a period of **five (5) years** from the date of formal acceptance.
- C. Design Life: Material(s) shall provide a design life of a minimum of **fifty (50) years** against deterioration from H₂S corrosion and typical chemicals found in municipal sanitary sewage.

PART 2 – PRODUCTS

2.01 ACCEPTABLE FRP MATERIAL SUPPLIERS & COMPOSITE STRENGTHENING SYSTEM

A. General

The Materials for the FRP system must be suitably qualified, compliant with industry standards and properties provided herein, and supplied by a reputable FRP material supplier approved by the City or City's Representative. Before the materials are ordered or work is performed, the Contractor must identify which materials are proposed to be utilized and from which FRP material supplier(s) Contractor proposes to obtain the materials.

Quality Control Testing and Certification: FRP material supplier shall certify that all material(s) provided conforms to the project specification or provide a proposed substitution per paragraph 1.09. The quality control test results for all proposed materials shall be submitted per Technical Specification Section 01300 – SUBMITTALS.

Labeling, packaging, and storage shall include any health hazard warnings, precautions for handling and recommended first aid procedures in case of contact.

All materials used shall conform to the project Technical Specifications and other specifications referenced within and subject to the approval of the City or City's Representative.

B. Design Loads

The FRP system shall be designed for the following loads as they apply for the specific site conditions:

1. Earth load (a long-term loading).
2. External pressure from ground water to ground surface elevation.
(a long-term loading).
3. Live load (a short-term loading).
4. Internal working pressure (a long-term loading, where applicable)
5. Water weight (a long-term loading)
6. Host pipe weight (a long-term loading)
7. Wind loads (if applicable)
8. Seismic (if applicable)

2.02 GLASS FABRIC

- A. Glass fabric layers may be used with or without carbon fiber, where loading conditions allow.
- B. A glass fabric layer shall be used to create a dielectric barrier if the host pipe is conducive to electricity (steel, iron, etc.). The minimum dielectric constant (κ) shall be 4 (ASTM D150) for the dielectric barrier. Glass fabric shall have the minimum physical and mechanical properties shown in the table:

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Longitudinal (0°) Direction:			
Weight (Fabric Only)	20 oz/yd ² (670 g/m ²)	27 oz/yd ² (904 g/m ²)	26 oz/yd ² (871 g/m ²)
Fiber Orientation	Uniaxial	Uniaxial	Biaxial
Tensile Strength	63.7 ksi (439 MPa)	85.2 ksi (587 MPa)	54.2 ksi (374 MPa)
Tensile Modulus	2,940 ksi (20,270 MPa)	3,980 ksi (27,440 MPa)	3,217 ksi (22,180 MPa)
Ultimate Elongation	2.20%	2.30%	2.10%
Breaking Force	2,365 lb./in. (4,140 N/cm)	3,490 lb./in. (6,110 N/cm)	2,170 lb./in. (3,800 N/cm)
Transverse (90°) Direction:			
Tensile Strength	N/A	N/A	52.0 ksi (358 MPa)
Tensile Modulus	N/A	N/A	2,700 ksi (18,615 MPa)
Ultimate Elongation	N/A	N/A	1.90%
Breaking Force	N/A	N/A	1,560 lb./in. (138 N/cm)
Ply Thickness	.037 in	N/A	0.040 in. (1.0 mm)

2.03 CARBON FABRIC

- A. The carbon fabric shall be composed of high strength, high modulus carbon fibers. The fabric shall be black in color and impregnated using two component high strength epoxy or other approved resin.
- B. The fiber sizing and coupling agent shall be compatible with the resin system used to saturate the fibers. To avoid galvanic corrosion of steel in proximity to carbon fibers, a dielectric barrier such as glass fiber fabric shall be used to isolate the steel from the FRP laminate.
- C. Carbon fabric shall conform to the minimum physical and mechanical properties:

Carbon Fabric and Laminate Properties	
Dry Fiber Properties	
Tensile Strength	400 ksi (2,760 MPa)
Tensile Modulus	25,000 ksi (172,400 MPa)
Ultimate Elongation	1.5%
Density	0.065 lb./in ³ (1.8 g/cm ³)
Aerial Weight	27.8 oz/yd ² (931 kg/m ²)
Laminate Properties	
Tensile Strength	135 ksi (930 MPa)
Tensile Modulus	9,000 ksi (62,000 MPa)
Ultimate Elongation	0.98%
Breaking Force	2,500 lb./in (4,380 N/cm)
Ply Thickness	0.04 in (1.2 mm)

2.04 ALTERNATIVE FABRICS

Alternative fabrics can be used for improved ring stiffness. Such materials can be proprietary and are subject to approval. Proposed alternative fabrics shall be submitted per Technical Specification Section 01300 – SUBMITTALS. Although revealing the chemical composition of alternative systems is at the discretion of the FRP material supplier, the physical and mechanical properties of such materials and the overall system are subject to the review and approval process.

2.05 SATURATING RESIN – POLYMER

- A. Fabrics shall be saturated with a two component, high strength, and low viscosity structural epoxy or other resin system as listed in Section 2.05 paragraph D. The resin shall have low viscosity and long pot life, with a fast cure time designed for high volume saturation of heavy reinforcement fabrics using a saturation machine or hand tools as per project requirements to saturate the fabric thoroughly and uniformly.
 1. The resin system shall be resistant to service environment conditions, including but not limited to moisture, elevated temperature, and chemicals in the fluid flowing inside host pipe.
 2. The resin system shall not be diluted with any organic solvents such as a thinner.
 3. The resin system shall not be used outside of the FRP material supplier's specified pot life.

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4. The resin system shall not be applied on cold or frozen surfaces.
 5. Only moisture tolerant resins shall be allowed to be applied on wet surfaces.
 6. The temperature and moisture range for application shall be within the FRP material supplier's specified values.
- B. Primer: For systems requiring a primer, the primer shall have sufficiently low viscosity to penetrate the concrete substrate and provide an adhesive bond for the thickened resin applied.
- C. Thickened Resin: A thickened resin system, which consists of the saturating resin and fumed silica (or similar), or the specified tack coat, both supplied by the FRP material supplier as premixed or mixed at the site according to the FRP material supplier's recommended procedure, shall be used to provide a smooth surface for the application of the FRP laminate. The thickened resin system shall be used to fill in surface voids and even out the concrete substrate. It is permissible to use a thin coat of thickened epoxy between laminae to enhance adhesion.

Saturating Resins: Saturating resins shall be 100% solids formulation with low odor conforming to the minimum physical and mechanical properties as shown in the table below.

Epoxy Resin Properties	
Color – Part “A” is pigmented syrup, Part “B” is amber liquid.	
Viscosity Mixed at 770 F (250 C)	1,500 – 1,600 cps
Pot Life at 770 F (250 C)	3 – 4 h (thin film set time)
Cure time (>55 °F)	24 h
Density at 392 °F (200 °C)	Part A: 70.5 lb./ft ³ (1.13 kg/L) Part B: 62.4 lb./ ft ³ (1.00 kg/L)
Tensile Strength (ASTM D638) Tensile Modulus (ASTM D638)	7,150 psi (49 MPa) 289,000 psi (1,992 MPa)
Flexural Strength (ASTM D790) Flexural Modulus (ASTM D790)	11,140 psi (77 MPa) 252,400 psi (1,740 MPa)
Compressive Strength (ASTM D695) Compressive Modulus (ASTM D695)	13,000 psi (90 MPa) 350,000 psi (240 MPa)
Water Absorption (% gain) in 24 hours	< 1%
Expansion Coefficient [-37.40 – 40.10 °C] Expansion Coefficient [1,200 – 2,220 °C]	78 ×10 ⁻⁶ m/m °C 151.8 ×10 ⁻⁶ m/m °C

2.06 OTHER MATERIALS

The Contractor shall provide compatible primer, filler and other materials recommended by the FRP material supplier as needed for the proper installation of the complete surface

bonded FRP system. Vinyl ester resins can be used to saturate the FRP fabrics as an alternative to epoxy as requested per paragraph 1.09 - SUBSTITUTIONS. The vinyl ester (or epoxy vinyl ester) resins shall have the minimum physical and mechanical properties as provided in the Table below. It should be noted that use of vinyl ester resins will require additional safety measures when applied in confined space due to styrene or other monomer emissions. Cure times of vinyl ester resins vary in a wide range, and if the project requires faster cure times than those provided by the FRP material supplier in ambient temperature, then heating of resin during application should be considered commensurate with the FRP material supplier's curing schedule.

Sample Epoxy Vinyl Ester Resin Properties Table	
Viscosity (ISO 2555)	200 – 250 cps
Gel Time	30 min
Density	62.4 lb./ ft3 (1.00 kg/L)
Tensile Strength (ASTM D638) Tensile Modulus (ASTM D638)	12,800 psi (88 MPa) 460,000 psi (3.2 GPa)
Flexural Strength (ASTM D790) Flexural Modulus (ASTM D790)	22,000 psi (153 MPa) 500,000 psi (3.5 GPa)
Compressive Strength (ASTM D695)	17,600 psi (121 MPa)
Water Absorption (% gain) in 24 hours	< 1%
Expansion Coefficient [-37.40 – 40.10 °C] Expansion Coefficient [1,200 – 2,220 °C]	78×10^{-6} m/m °C 151.8×10^{-6} m/m °C

PART 3 – EXECUTION

3.01 GENERAL PROCEDURES

The design of the FRP reinforcement shall conform to the design provisions given for the project and applicable standards.

3.02 INSTALLATION BY THE WET LAYUP METHOD

The Contractor may propose installation techniques and design improvements to meet the project goals and design requirements outlined in the Design Drawings and Technical Specifications. Such proposed changes shall be submitted as a part of the Performance Work Statement (PWS) per paragraph 1.07.

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A. Surface Preparation

The Contractor shall prepare the surface receiving FRP per Technical Specification Section 02146 – SEWER PIPE AND SEWER STRUCTURE CLEANING including the following:

1. The Contractor shall expose and inspect the pipe and manholes to be rehabilitated with the FRP system. Inspection shall verify the existing conditions of the concrete.

All proposed repairs and restoration technique submittals shall be approved prior to surface preparation.

The Contractor shall examine the existing conditions to identify potential obstructions and constraints, shall verify dimensions, geometry, and access locations.

An adhesive bond with adequate strength shall be provided between the first layer of the FRP system and substrate. Surface preparation shall also promote continuous intimate contact between the FRP system and substrate by providing a clean, and smooth surface.

2. Surface Grinding/Blasting: All irregularities, unevenness, and sharp protrusions in the surface profile shall be ground away to a smooth surface with CSP 3/CSP 2 surface profile for substrate. Disk grinders or other similar devices shall be used to remove stain, paint, or any other surface substance that may affect the bond. Voids or depressions with diameters larger than 1 ½ in. or depths greater than 1/8 in., when measured from a 12-in. straight edge placed on the surface, shall be filled according to Section 3.02 paragraphs A.4.
3. Crack Injection: In case of host pipe having deep cracks and fractures to an extent that it imposes a risk of failure of the substrate during FRP application, these cracks and fractures shall be filled, and the host pipe shall be pre-strengthened by crack injection. Where crack injection is necessary, internal, or external cracks at a width specified by the Engineer shall be filled using pressure injection of epoxy. The FRP system shall be installed no earlier than 12 hours after crack injection. Any surface roughness caused by injection shall be removed as per Section 3.02 paragraph A.2.
4. Surface Profiling: After surface grinding, if necessary, any remaining unevenness in the surface greater than that specified in Section 3.02 paragraph A.2, fins, protrusions, bug holes, eroded surfaces shall be filled and smoothed over by using putty made of epoxy resin mortar or polymer cement mortar.
5. Surface Cleaning: Substrate concrete and finished surface of concrete shall be cleaned prior to application of the FRP system. Cleaning shall remove any dust, laitance, grease, oil, curing compounds, wax, stains, coatings (as necessary), surface lubricants, foreign particles, weathered layers, or any other bond-inhibiting material. If power wash is used, the surface shall be allowed to dry thoroughly

before installing the FRP system. The clean surface shall be protected against redeposition of any bond-inhibiting materials.

B. Installation

This section specifies general installation procedures for the wet lay-up of the FRP system composed of FRP laminae. The Contractor shall submit a site-specific installation procedure in the PWS, which shall, at the minimum, include the following measures.

1. **Environmental Conditions:** Environmental conditions for installation shall be examined before and during installation of the FRP system to ensure conformity to the Contract Documents and FRP Material Supplier's recommendations. Primers, putty, saturating resins, or adhesives shall not be applied on cold, frozen, damp, or wet surfaces, unless the resin is moisture tolerant. Ambient, concrete, and steel surface temperatures shall be within 45-95 °F (7-35 °C). Moisture level on all contact surfaces shall be less than 10 percent at the time of installation of the FRP system, as evaluated according to ACI 503R-93. Moisture restrictions may be waived for resins that have been formulated for wet applications. Work areas identified as confined space require an entry permit in accordance with OSHA regulations. The Contractor is responsible for the training of all personnel, air testing, safety equipment and complying with the requirements of OSHA. A detailed Safety Plan shall be submitted by the Contractor as part of the Technical Specification Section 01300 – SUBMITTALS.
2. **Moisture Vapor Transmission:** Application of bonded FRP systems shall not proceed if any moisture vapor transmission is present. Concrete dryness is necessary when using elevated temperature cure. Any bubble that develops from moisture vapor transmission can effectively be injected with the same adhesive material used for the FRP system following the procedure specified in Section 3.02 paragraph A.3.
3. **Applications in Inclement Weather:** When inclement weather does not allow installation of the FRP system, as specified in Section 3.02 paragraph B.1, auxiliary measures may be employed to correct the conditions. An auxiliary heat source may be used in cold weather to raise the ambient and concrete surface temperatures to acceptable levels, as recommended by the FRP material supplier, but not higher than the glass transition temperature (T_g) of the primer or saturating resin. Pressurized air, with an effective oil separator, may be used to dry the surface dampness.
4. **Equipment:** The Contractor shall provide all necessary equipment in sufficient quantities and clean operating conditions for continuous uninterrupted FRP system installation.
5. **Mixing of Resin Components:** All resin components, including the main agent and hardener, shall be mixed at the proper temperature using the appropriate weight

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ratio and for a duration specified by the FRP material supplier until thorough mixing with uniform color and consistency is achieved. The resins shall not be diluted with any organic solvents such as a thinner. Electrically powered mixing blades can be used for mixing. Resin shall be mixed in quantities sufficiently small to ensure that it can be used within its pot life. Any mixed resin that exceeds its pot life or begins to generate heat or shows signs of increased viscosity shall not be used and shall be disposed of according to the SDS. The mixing of some resins may be accompanied by noxious fumes. Precautions must be taken regarding the resin's impact on the environment, including emission of volatile organic compounds. If flammable resins are used, explosion proof electrical motors or air driven motors shall be used for mixing.

6. **Primer and Putty:** When necessary, apply one (1) or two (2) coats of primer on the substrate surface to penetrate its open pores. Putty, if used, shall be applied as soon as the primer becomes tack free or is not sticky to the fingers. Putty shall be applied within seven (7) days after primer application; otherwise, the primer-coated surface shall be roughened with sandpaper or a similar tool. The resulting surface shall be cleaned according to Section 3.02 paragraph A.5 before applying the putty. Apply a minimum of 40-mil (1 mm) thick coat of putty in one (1) layer, and smooth over the surface to fill in any small voids, cracks, or uneven areas. Any swelling on the surface after applying the putty shall be corrected to meet surface profile as specified in Section 3.02 paragraph A.4. The surfaces of primer and putty shall be protected from dust, moisture, and any other contaminants before applying the FRP system.
7. **Saturant:** Saturant is the term for the engineered resin used to impregnate FRP fabrics and turn them into laminae upon cure. The saturant used in a FRP system shall have sufficiently low viscosity to ensure full impregnation of the fiber sheets prior to curing. To maintain proper viscosity of the saturant, the ambient and substrate surface temperatures must be within the range specified in Section 3.02 paragraph B.1. Any mixed saturant that exceeds its pot life shall be disposed of according to Section 3.05.
8. **Applying Fiber Sheet and Saturant:** The fabric shall be uniformly saturated with the saturant using the saturating machine or hand saturated, where site conditions are not favorable for using the machine. The fabric shall be cut to the length specified in the Contract Documents and shall be installed in place and gently pressed onto the wet putty. Any entrapped air between the fiber sheet and the surface shall be released or rolled across the sheet in the direction parallel to the fibers while allowing the resin to impregnate the fibers and achieve intimate contact with the substrate. Rolling perpendicular to the fiber direction is not allowed. In bi-directional fabrics, rolling shall be initially in the fill (transverse) direction end to end and then in the warp (longitudinal) direction.
9. **Multiple-Fiber Plies:** Subsequent layers of fabric (if called for in the design), shall be properly saturated with saturant and applied on top of the first sheet of fabric with no interruption. The amount of resin overcoat for intermediate plies shall

factor in overcoat for the applied ply and undercoat for the next ply. Follow the PWS and approved shop and Design Drawings for the fiber orientation and ply stacking sequence. Each ply and core fabric shall be applied before the onset of complete gelation of the previous layer. The number of plies that can be applied in a single day shall be based on the FRP material supplier's recommendation. When previous layers are cured, interlayer surface preparation, such as light sanding and filling with putty, may be required, as specified in Section 3.02 paragraph B.6.

10. **Overlapping:** Lap joints shall be constructed over a minimum of one (1) CFRP or GFRP laminate. The lap joint layer shall not be the top laminate. The length of the lap splice shall be as specified by the Contract Documents but must be a minimum of 6-inches (152 mm) long. Staggering of lap splices on multiple plies and adjacent strips shall be required unless permitted by Contract Documents.
11. **Alignment of FRP Materials:** The fiber plies shall be aligned on the host pipe according to the Contract Documents. Any deviation in the alignment more than 5 degrees (approximately 1 in./ft) is not acceptable and shall be grounds for rejection. Once installed, the fibers shall be free of kinks, folds, and waviness.
12. **Termination Points:** The termination points of the FRP system shall be installed such that water is not allowed to seep in between the surface and the FRP system. The FRP system shall be sealed properly at the termination points by applying epoxy sealant. In locations where flow velocities are high or in pressurized conduits, elastomeric internal joint seals with compressed steel bands shall be used at the termination points, with the appropriate approved details included in the Design Drawings.
13. **Curing:** The FRP system shall be allowed to cure for the minimum amount of time specified per the FRP material supplier's requirements. Field modification of resin chemistry for rapid curing shall not be allowed. An elevated cure temperature may be used if rapid curing is necessary. The cure of installed plies shall be monitored before placing subsequent plies. In case of any curing irregularity, installation of subsequent plies shall be halted. Protect the FRP system while curing.
14. **Protective Coating and Finishing:** It is permissible to use a protective coating for abrasion resistance and improved flow conditions. The protective coating shall be either thickened epoxy, with or without a pigment added to facilitate inspection, or another resin as agreed between the City or City's Representative and Contractor. The protective coating shall be compatible with exposure conditions including moisture, abrasive chemicals in sewage, salt water, and physical abrasion due to debris and silt in sewers. Applicability of the topcoat to the FRP system in abrasive environments shall be verified by testing (ASTM D4060).
15. **Protective Coating Field Application:** Surface preparation shall be as recommended by the FRP material supplier. Solvent wipes shall not be used to clean the FRP surface unless approved by the FRP material supplier. If abrasive cleaning is necessary, air pressure shall be limited to avoid any damage to fibers.

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Ambient and surface temperatures shall be within the range specified in Section 3.02 paragraph B.1, prior to applying the protective coating.

3.03 INSPECTION & QUALITY ASSURANCE

The Contractor shall coordinate with and accommodate the needs of the City's Quality Assurance inspector. The Contractor shall provide a specific quality assurance (QA) plan for the tests identified in this section. The Contractor shall have its own inspector for Quality Control (QC).

The project specific QA/QC plan shall be included in the PWS submittal that includes:

- A. Inspection of Materials: The FRP material supplier's certifications for all delivered and stored FRP components shall be inspected for conformity to the Contract Documents before starting the project. Materials testing shall be conducted on samples as detailed in the PWS. Any material that does not meet the requirements of the Contract Documents or PWS will be rejected. Additional inspection measures may be taken during the installation process at the discretion of the City or City's representative.
- B. Daily Inspection: Daily inspection shall include date and time of repair; relative humidity; general weather conditions; surface dryness per ACI 503.4-92; surface preparation and surface profile using ICRI surface profile chips; qualitative description of surface cleanliness; type of auxiliary heat source, if any; widths of cracks not injected with epoxy; fiber or procured laminate batch numbers and their locations in the structure; batch numbers, mixture ratios, mixing times, and qualitative descriptions of the appearance of all mixed resins, primers, putties, saturants, adhesives, and coatings; observations of the progress of the cure of resins; conformance with installation procedures; adhesion test results of bond strength, failure mode, and location; FRP properties from tests of field sample panels or witness panels, if required; location and size of any delamination's or air voids; and the general progress of work.
- C. Inspection for Fiber Orientation: Fiber or ply orientation, fiber kinks, and waviness shall be examined by visual inspection for conformity to the Contract Documents. Tolerances will follow Sections 3.02 and 3.03. Any nonconforming FRP repair area shall be removed and repaired as per Section 3.04 - Repair of Defective Work.
- D. Inspection for Debonding: After at least 24 hours from initial installation of the resin, a visual inspection of the surface shall be performed for any swelling, bubbles, voids, or delamination. If an air pocket is suspected, an acoustic tap test shall be carried out with a hard object to identify delaminated areas by sound, with at least one strike per one (1) foot². Defects smaller than 0.5-inch in diameter shall require no corrective action, unless as specified in Section 3.04 paragraph A. Defects larger than 0.5-inch but smaller than 2-inch in diameter will be repaired as per Section 3.04 paragraph B. Defects larger than 2-inch but smaller than 6-inch in diameter, and with a frequency of less than five (5) per 10 foot² of surface area, shall be repaired as per Section 3.04 paragraph C. Larger defects shall be repaired as per Section 3.04 paragraph D.

- E. Inspection for Cure of Resin: If specified in the Contract Documents, the relative cure of resin in FRP systems shall be examined by visual inspection or by third party laboratory testing of resin-cup samples using ASTM D3418. Follow recommendations of the resin FRP material supplier for acceptance criteria. If the cure of resin is found unacceptable, the entire area shall be marked and repaired as per Section 3.04.
- F. Tests: Specimens from the installed FRP system or samples representative thereof, shall be tested at the request of the City, City's Representative, for tensile, compressive, and adhesive strengths.

Adhesion test: Refer to ASTM D7234 for adhesion to concrete. To validate the adequacy of the surface preparation and the adhesion strength of the FRP system, the Contractor shall perform random adhesion tests on the prepared concrete substrate of pipe segments adjacent to repair pipes as directed by the Engineer and witnessed by the City's Representative. The City's Representative should designate the areas for trial adhesion tests prior to the surface preparation activities. These areas shall be cleaned, prepared, and covered with two-ply FRP system test patches with minimum dimensions of 1-foot x 1-foot for adhesion test to concrete substrate. The patch shall consist of two orthogonal plies of FRP laminae. One (1) adhesion test shall be performed on each test patch. The remaining adhesion test patches shall be finish coated and remain in place for future testing purposes as needed. The Contractor shall log the location of the adhesion test and report the test results to the City or City's Representative.

Tensile strength test (ASTMD3039): Depending on the composition of the FRP system used for a particular application, test panels shall be field fabricated using two (2) FRP system layers of carbon/glass fiber fabric, any core (3D) fabric, resins and saturation equipment used in the application. Tensile test panels shall be approximately 12-inch by 12-inch. The test panel shall be prepared on a smooth flat surface overlaid with plastic (polyethylene or vinyl) sheeting. Saturating resin shall be used to prime the surface, followed by the saturated system, and finally topped with more saturating resin. A cover of plastic sheeting shall be placed over the panel and the panel squeegeed to remove any bubbles and other surface irregularities to ensure a smooth flat surface. The panel shall be labeled with time, date, and sample panel number, fabric lot numbers, and resin batch numbers, and stored in an environment representative of the surface being repaired condition to cure until collected for lab testing.

The test lab shall perform a minimum of five (5) tensile tests with the fibers oriented in the strong direction for each tensile test panel in accordance with ASTM D3039, and report certified tests results for tensile strength, tensile modulus, related specimen dimensions, and percent elongation. For projects where multiple test panels with the same fabric batch are prepared, it is permissible to perform three (3) tension tests per panel instead of five (5) tests per panel, subject to review and approval by the Engineer. The FRP system will be unacceptable if the average tensile strength per unit width is below that specified in the Contract Documents.

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3.04 REPAIR OF DEFECTS

This section specifies the conditions and types of defects that require repair and the acceptable methods of repair. Defects are of different types and may be generally classified as aesthetic, short-term critical, or long-term critical. Repair procedure depends on the type, size, and extent of defects. Repair procedures indicated below are exemplary, and the actual procedure specific to each project shall be submitted as a part of the PWS.

A. Repair of Protective Coating:

Defects in protective coating can be of three types: small hairline cracks, blistering, and peeling. In all cases, the moisture content of the substrate should be below 0.05% before applying a new coating. Prior to any repair of protective coating, the FRP system shall be examined visually or otherwise to ensure that no defect exists within or on the surface.

Defects in FRP, if found, shall be repaired as described below. If protective coating appears to show small areas with cracks, the local surface shall be lightly sanded. Then a new coating with the appropriate primer shall be applied according to the FRP material supplier's recommendations. At the minimum, the coating shall be applied over an area extending 1-inch on either side of the defect. If the protective coating shows signs of blistering, the entire area of blisters as well as the surrounding area to a distance of at least 12-inches shall be carefully scraped clean. In no case should a blistered surface be recoated without complete removal of the existing coating. The area shall be wiped clean and dried thoroughly. Once dry, the area can be recoated after application of the primer coat if required by the FRP material supplier. If the surface shows signs of excessive peeling, the entire coating shall be scraped off and the surface lightly sanded, wiped clean, and thoroughly dried before applying a new coat according to the FRP material supplier's recommendations.

B. Epoxy Injection of Small Defects: Small entrapped voids or surface discontinuities no larger than 0.5-inch in diameter shall not be considered defects and require no corrective action unless they occur next to edges or when there are more than five (5) such defects in an area of ten (10) foot². Small defects of size between 0.5-inch and 2-inches in diameter shall be repaired using low-pressure epoxy injection if the defect is local and does not extend through the complete thickness of the FRP system.

C. Patching of Minor Damage:

Minor defects are those with diameters between 2-inches and 6-inches and a frequency of less than five (5) per unit surface area of 10 foot². The area surrounding the defects to an extent of at least 1-inch on all sides shall be carefully removed. The area shall be wiped clean and thoroughly dried. The area shall then be patched by adding an FRP patch extending at least 1-inch on all sides of the removed area.

D. Replacement of Large Defects:

Defects larger than 6-inches in diameter shall be carefully marked and scarfed out extending to a minimum of 1-inch on all sides. Scarfing shall be progressing through the layers of the FRP system until past the defective area. The substrate shall be appropriately prepared, and primer reapplied after ensuring that the surface is clean and dry. Application

of an FRP patch system shall extend a minimum of 6-inches on all sides of the scarfed area. Once cured, the protective coating shall be applied over the entire area.

3.05 STORAGE, HANDLING, AND DISPOSAL

- A. **Storage Requirements:** All components of the FRP system must be delivered and stored in the original factory-sealed, unopened packaging or in containers with proper labels identifying the FRP material supplier, brand name, system identification number, and date. Catalysts and initiators should be stored separately. All components must be protected from dust, moisture, chemicals, direct sunlight, physical damage, fire, and temperatures outside the range specified in the system data sheets. Any component that has been stored in a condition different from that stated above must be disposed of, as specified in Section 3.05 paragraph G.
- B. **Shelf Life:** All components of the FRP system, especially resins and adhesives, that have been stored longer than the shelf life specified on the system data sheet shall not be used and must be disposed of, as specified in Section 3.05 paragraph G.
- C. **Handling:** All components of the FRP system, especially fiber sheets, must be handled with care according to the FRP material supplier recommendations to protect them from damage and to avoid misalignment or breakage of the fibers by pulling, separating, or wrinkling them or by folding the sheets. After cutting, sheets shall be either stacked dry with separators or at a radius no tighter than 12-inches or as recommended by the FRP material supplier.
- D. **Safety Hazards:** All components of the FRP system, especially resins and adhesives, must be handled with care to avoid safety hazards, including but not limited to skin irritation and sensitization, and breathing vapors and dust. Mixing resins shall be monitored to avoid fuming and inflammable vapors, fire hazards, or violent boiling. The Contractor is responsible for ensuring that all components of the FRP system at all stages of work conform to the local, state, and federal environmental and worker's safety laws and regulations. The Contractor is advised that a forced ventilator system may be required inside enclosed sections and that provision for ventilation, if any, shall be included in the cost of the work. Refer to the Safety Plan as specified in Section 3.02 paragraph B-1 for details.
- E. **Safety Data Sheets:** The SDS for all components of the FRP system shall be accessible to all at the project site. Specific handling hazards and disposal instructions shall be specified in the SDS section entitled Personnel and Workplace Protection. The Contractor is responsible for providing the proper means of protection for safety of the personnel and the workplace.

The Contractor shall inform the personnel of the dangers of inhaling fumes of primer, putty, or resin and shall take all necessary precautions against injury to personnel. The resin mixing area shall be well vented to the outside. Refer to the Safety Plan as specified in Section 3.02 paragraph B-1 for details.

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- F. Clean-Up: The Contractor is responsible for the cleanup of the equipment and the project site from hazardous and aesthetically undesirable FRP components using appropriate solvents, as recommended in the system data sheet.
- G. Disposal: Any component of the FRP system that has exceeded its shelf life or pot life or has not been properly stored, and any unused or excess material that is deemed waste shall be disposed of in a manner amiable to the protection of the environment and consistent with the SDS.

3.06 PROJECT CLOSE-OUT AND MAINTENANCE

Documentation of the work: The City requires documentation of the work to be prepared and submitted to the City or City's Representative by the Contractor on completion of the work according to Technical Specification Section 01300 - SUBMITTALS. The documentation shall include the following:

1. Information on the products and installation method used.
 2. Pre- and post-inspection results.
 3. Test results.
 4. Any changes or deviations from the Contract Documents and possible corrective work.
- A. Verification/Basis for Rejection: Materials not complying with the requirements of this Technical Specification shall be rejected at the discretion of the City or City's Representative. Repairs, replacements, and retesting shall be accomplished in accordance with the Contract Documents at no additional cost to the City.
 - B. Affidavit of Compliance: The City requires an affidavit from the FRP material supplier or Contractor, as applicable, that the material provided, or the installation performed complies with the applicable requirements of the Technical Specifications provided herein and delivered to the City or City's Representative according to Technical Specification Section 01300 - SUBMITTALS.

3.07 PROTECTION OF SITE:

Except as otherwise provided herein, the Contractor shall protect from damage all fences, structures, sidewalks, utilities, trees, shrubbery, lawns, etc., during the progress of this work. All debris and unused materials shall be removed immediately upon completion of the work. The site shall be restored as nearly as possible to its original condition, including the replacement, at the Contractor's sole expense, of any facility or landscaping which has been destroyed or damaged beyond restoration.

3.01 UTILITIES:

The Contractor shall arrange for and provide any required utilities at the Contractor's sole cost and expense. This includes but is not limited to water, power for operating any equipment along with personnel sanitation facilities.

3.02 CLEANING AND PREPARATION

A. The Contractor shall be responsible for all cleaning and surface preparation. The Contractor shall notify the City's Representative of any irregularity, which may interfere with the proper installation.

3.03 ACCEPTANCE

As a condition precedent to Final Acceptance of the work, Contractor shall certify the proper installation and testing of material provided under this section. Certification shall warrant that materials and installation are free of defects and/or workmanship and suitable for trouble-free operation under the conditions set forth in these Technical Specifications.

3.04 RECORD DRAWINGS:

Prior to final payment, the Contractor shall provide a complete set of redlined Design Drawings showing the project as constructed including manhole insert depth, diameter, along with location and diameter of any insert penetrations and interior piping configurations. A spreadsheet and/or Design Drawings shall include all information required elsewhere in these Technical Specifications as well as any changes.

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FIBER REINFORCED POLYMER (FRP)

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SECTION 13128

COMPOSITE MATERIAL MANHOLE INSERT

PART 1 – GENERAL

1.01 DESCRIPTION

The purpose for this Technical Specification is to provide guidance for the rehabilitation of sanitary sewer access manholes using a chemically inert composite material insert that will provide structural support of existing loads and prevent deterioration from chemicals and corrosive gasses typically found in a municipal sanitary sewer system. The insert is comprised of a barrel and cone segments as a single or multi piece monolithic designed unit constructed and installed in a manner consistent with acceptable manufacturing and construction techniques and practices.

A. SCOPE:

This Technical Specification covers all work necessary to furnish and install a structural manhole insert. The Contractor shall be licensed in the State of Arizona. The Contractor shall deliver a finished insert product(s) including all materials, labor, equipment, and services necessary for product installation, all quality controls, and samples for performance of required material tests, final inspection and warranty work, all as specified in these Contract Documents and at the quantities of each component contained in the Bid Proposal. Anticipated work to be provided also includes all traffic control, bypass pumping and/or diversion of sewage flows (as necessary), removal and replacement of ring and cover, excavation of existing manhole cone including removal and offsite disposal, manhole interior cleaning, insert installation and grouting of annular space, along with removal and replacement of any interior piping and equipment as well as removal and replacement of affected pavement to existing condition or to City standards, whichever is greater.

The work shall be for the renewal of sanitary sewer manholes that shall be accomplished by the installation of several components either individually or together with other components. These may include acid resistant non-shrink grout to structurally rebuild the manhole bench and or throat section back to original dimensions and protective coated to provide chemical resistance for the length of time specified.

Several manhole components such as frame and cover will typically be removed and/or reinstalled with existing if in good condition or swapped with new replacement provided by the City. Any steps present within the manhole will be removed and not replaced. The Contractor is responsible for extension and proper reconnection of any sewer and/or utility piping present within the manhole including all seals and/or mechanical devices to properly restore original service and capabilities. Contractor is responsible for accurate and complete manhole rehabilitation as specified.

The prices submitted by the Contractor, shall include all costs of permits, labor, equipment, and materials for the various bid items necessary for furnishing and applying complete in place, the manhole rehabilitation, in accordance with these

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Technical Specifications. All items of work not specifically mentioned herein which are required to make the product perform as intended. The Contractor shall deliver the final product as specified herein shall be included in the respective lump sum and/or unit price bid items depicted in the Bid Proposal.

1.02 SAFETY REQUIREMENTS:

The Contractor shall conform to all work safety and health requirements of pertinent regulatory agencies and/or shown in Technical Specification Section 01060 – Health and Safety and shall secure the site for working conditions in compliance with the same. The Contractor shall perform existing material testing as required by regulatory regulation requirements and erect such signs and other devices as are necessary and be responsible for safety at the work site.

1.03 NOTIFICATION:

It shall be the Contractor's responsibility to notify all utility companies involved whenever a utility is to be cut, tapped, moved, or in any way disturbed from its original placement. Sufficient notice shall be given to the utility company so that its users can be informed of any disruption of service. Such notice shall be given no less than 48 hours in advance.

It is the Contractor's responsibility to inform the City of construction activities which may lead to interruption in sewer service. The Contractor shall provide 72-hour notice prior to construction in order for the Contractor to alert all applicable residents.

1.04 QUALITY CONTROL

A. REFERENCES:

<u>Reference</u>	<u>Title</u>
ASTM C33	Specification for Concrete Aggregates
ASTM C273	Standard Test Method for Shear Properties of Sandwich Core Materials
ASTM C478	Standard Specification for Precast Reinforced Concrete Manholes Sections (Structural intent only)
ASTM C478	Standard Specification for Circular Precast Reinforced Concrete Manhole Sections
ASTM C497	Test Methods for Concrete Pipe, Manhole Sections, or Tile

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ASTM C579	Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
ASTM C581	Practices for Determining Chemical Resistance of Chemical Thermosetting Resins Used in Glass-Fiber Reinforced Structures Intended for Liquid Service.
ASTM C582	Plastic Laminate
ASTM C587	Standard Practice for Minimum Structural Design Loading for Underground Utility Structure
ASTM D543	Test Method for Resistance of Plastics to Chemical Reagents
ASTM D638	Standard Test Method for Tensile Properties of Plastics
ASTM D695	Standard Test Methods for Compressive Properties of Rigid Plastics
ASTM D790	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
ASTM D1244	Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill
ASTM D1622	Standard Test Method for Apparent Density of Rigid Cellular Plastics
ASTM D1623	Standard Test Method for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics
ASTM D2412	Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading
ASTM D2583	Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor
ASTM D2842	Standard Test Method for Water Absorption of Rigid Cellular Plastics
ASTM D3753	Standard Specification for Glass-Fiber Reinforced Polyester Manholes

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ASTM G20	Standard Test Method for Chemical Resistance of Pipeline Coatings
AASHTO HS-20	Standard Specification for Highway Bridges Codes - Axle Loading
AWWA C950	Glass-Fiber Reinforced Thermosetting Resin Pressure Pipe

1.05 CERTIFIED INSTALLER

The composite insert shall be installed by a Contractor certified by the insert manufacturer. A training outline for the certification program shall be submitted to the City for review. The Contractor shall provide evidence that the on-site Forman that is responsible for supervision of the installation crew performing the installation has received the manufacturer's training.

The Contractor shall appoint a Quality Assurance Manager who will be on-site full-time during manhole bench preparation, insert installation, annular space grouting, and backfill to take full responsibility for the quality of the work. The Quality Assurance Manager shall be fully certified.

1.06 SUBMITTALS:

Contractor shall submit information to the Engineer in accordance with Technical Specification Section 01300 - SUBMITTALS.

- A. Insert Manufacturer's Qualifications: The manufacturer of the manhole insert shall be able to show experience in the manufacture of proposed insert for more than five (5) years.
- B. Documentation of Contractor's Experience: Contractor shall provide references for all jobs within the last two (2) years that were either completed or under construction using the proposed rehabilitation method.
- C. Installer's Qualifications: The installer of the manhole insert shall be able to show experience in the installation of the proposed inserts for more than five (5) years. References shall be provided for a minimum of five (5) jobs. Information provided shall include a description of the job, the location of the job, the value of the job, the Owner name, and the Owner contact person for the job including name, title, address, and phone number. The total jobs submitted shall show that at least 1,000 vertical feet of the product installed by the installation Contractor.
- D. Submit Manufacturer's published product and installation literature and published quality control testing criteria data for the proposed manhole insert system.
- E. Submit Test Reports: The manufacturer shall design, fabricate, and certify that the manhole insert conforms to ASTM D-3753 - Standard Specification for Glass-Fiber

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COMPOSITE MATERIAL MANHOLE INSERT

Reinforced Polyester Manholes and the requirements of this Technical Specification.

- F. Submit independent test report showing that the physical properties of the proposed insert meet the requirements of these Technical Specifications and will meet or exceed the physical properties given in the manufacturer's published literature submitted as required by Part 2 – PRODUCTS.
- G. Submit a report outlining the proposed installation process and procedures as directed by the insert manufacturer to be used. The report shall include information specific to the installation instructions and any unique site condition(s) that must be taken into consideration including grout curing operations and procedures, annular space grout type requirements and lift limitations, access coordination, installation timing and identification and any coordination requirements/requests from the City or others.
- H. Shop Drawings: Contractor shall provide shop drawings of proposed materials for approval prior to ordering. Shop drawings shall depict:
 - 1. All measurements made by the Contractor to verify manhole critical dimensions including but not limited to depth and diameter along with any pipe penetrations or equipment hanger requirements.
 - 2. Material(s) proposed for construction.
 - 3. Critical dimensions, jointing and connections, fasteners and anchors with sizes, spacing, and location, connections, attachments, and openings.
 - 4. Anticipated grade adjustment ring(s) and height.
 - 5. Color(s).
- I. Contractor to provide design detail for manhole bench conditions with insufficient circumferential bearing area to support the manhole insert. Modifications shall be per manufacturer's recommendations.
- J. Documentation of the control checks of fiberglass, epoxy or polyester resin content for materials used in the fabrications each part of insert fabrication.
- K. Approved maximum depth of annular space grout per lift as calculated by the insert manufacturer structural engineer.
- L. Warrantee: Contractor shall submit warrantee documents signed by an Officer of the Company and notarized stating the terms and conditions of the warrantee identified in Paragraph 1.10 – WARRANTEE.
- M. Any item the Contractor proposes to utilize as an "or equal" to that proposed in the Contract Documents.

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1.07 SUBSTITUTIONS

Any item the Contractor proposes to substitute for a specified item as an "or equal" must be made in writing for review and approval by the City. Substitutions or deviations not approved by the City shall risk rejection and replacement at no additional cost to the City.

1. For any proposed design change or deviation from these Technical Specifications,
2. For anything in these Technical Specifications found to conflict with applicable codes and ordinances,
3. For anything not understood by the Contractor.
4. One (1) electronic copy of submittal(s) shall be provided to the City at least two (2) weeks before a determination is required.
5. Submittals may be drawings, sketches, manufacturer's literature, catalog descriptions, or other descriptions in sufficient detail to allow a decision. The submittal shall indicate the amount to be added to or deducted from the contract price should the submittal be accepted.

1.08 QUALITY ASSURANCE/QUALITY CONTROL

- A. **EXAMINATION:** Each insert component part shall be examined by the Contractor for dimensional requirements, soundness, and workmanship in accordance with ASTM D-3753.
- B. **COMPOSITION CONTROL:** Manufacturer shall control the fiberglass, epoxy, or polyester resin content for each part of manhole fabrication. Documentation of the control checks shall be maintained by the manufacturer. Proper fiberglass content may be shown by glass usage checks or glass and resin application rate checks, in accordance with the material composition test in ASTM D-3753 and ASTM D-2584.
- C. **TESTING RECORDS:** Records of all testing shall be kept, and copies of test results shall be submitted to the City in accordance with Paragraph 1.06 - SUBMITTALS.

1.09 INSPECTION POINTS

Contractor shall keep the City or City's Representative informed of milestone progress on each insert location for the following items:

1. Start of excavation to remove the cone, chimney, frame and cover.
2. Completion of removal of unsound material and manhole pressure wash cleaning.
3. Completion of bench cleaning and preparation (if any).
4. Completion of leveling/seal grout placement prior to insert placement.
5. Prior to annular space grouting.
6. Completion of bench protective coating.
7. Completion of backfill placement.

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COMPOSITE MATERIAL MANHOLE INSERT

1.10 WARRANTY

The Contractor shall replace promptly and at no expense to the City, any materials which fails during the warranty period. Warranty work shall include all ancillary items including, but not limited to permits, traffic control, and flow control required to complete the repair/replacement work. Warranty and durations are described below:

- A. Project Warranty: The Contractor shall warrant all materials and workmanship performed under this contract for a period of **one (1) year** from the date of formal acceptance or as stated in the project Contract Documents whichever is longer.
- B. Materials Warranty: The manhole insert shall be free of defects that will affect the long-term life and operation of the manhole. The Contractor shall warrant in writing all materials provided and work performed under this contract for a period of **five (5) years** from the date of formal acceptance.
- C. Insert: Insert material(s) shall be tested for a design life of a minimum of **fifty (50) years** against deterioration from H₂S corrosion and typical chemicals found in municipal sanitary sewage.

PART 2 – PRODUCTS

2.01 COMPOSITE MATERIAL LINER INSERT

A structural insert shall be installed into the interior of existing sanitary sewer manholes as shown in the project Design Drawings. Approved structural insert manufacturers include:

- 1) Armorock™ - Manufactured by Geneva Polymer Products: 3555 21st St, 9, Boulder City, NV (702) 479-1772.
- 2) Rock Hard™scp Manufactured by Olson Polymer Company, 3044 S. 35th Ave, Phoenix, AZ 85009 (619) 843-3847.
- 3) Sewer Shield Composite Insert: Manufactured by Joseph Painting Company, Inc. (JPCI), 4702 E. Virginia Street, Mesa, AZ 85215 (480) 984-7608.
- 4) Approved Equal

2.02 MATERIAL AND DESIGN

This section is to provide minimum design calculations and testing requirements for a barrel section and cone together. There are some Technical Specifications that shall differ between the cone and the barrel that shall be described in separate sections.

- A. The design of the insert shall be prepared and sealed by a professional Engineer licensed in the State of Arizona. The insert shall meet or exceed the requirements of

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COMPOSITE MATERIAL MANHOLE INSERT

- buried manholes up to 40 feet deep without the use or reliance upon external or internal structural stiffeners. The design shall not allow infiltration of ground water.
- B. It is the Contractor's responsibility to verify the measurements of the existing manholes prior to ordering the inserts. The City and the Engineer of Record are not responsible for manufacturing errors due to incorrect measurements. Modifying or cutting the inserts in the field to adjust for incorrect measurements is not allowed.
 - C. Insert shall be designed and tested to withstand AASHTO HS-20 loading with no structural strength derived from the existing manhole structure or installation of external or internal structural stiffeners.
 - D. Material of the insert shall be consistent throughout the structure consisting of resin and aggregate material, including reinforcement that is inert to corrosion from sewer gasses per ASTM D6783 - Standard Specification for Polymer Concrete Pipe (material mix design). Epoxy shall be 100% solids, solvent free, low odor emitting, environmentally friendly, and impervious to chemicals. Manufacture shall determine the need for and type of reinforcement including that for safety and lifting requirements. Reinforcement, if determined necessary, shall be made of non-ferrous material.
 - E. 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 interior surface in order to facilitate ease of inspection from ground surface. UV inhibitors shall be added directly to resins to prevent degradation.
 - F. Load Rating: The complete manhole shall have a minimum dynamic load rating of 16,000 pounds. 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 pounds and shall not deflect vertically downward more than 0.25-inches at the point of load application when loaded to 24,000 pounds.
 - G. The use of a multi-piece insert must be approved by the City prior to ordering. If allowed, joints shall be of bell and spigot configuration. Joints every 5 feet shall be sealed with a material consistent with the chemical resistance of the manhole sections per ASTM C990 - Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants and shall not affect the warranty. All joints shall be water proofed and shall not allow infiltration.

2.03 THIRD PARTY TESTING

The Manufacturer shall have testing of the manhole insert performed by an independent test laboratory. Testing shall be performed in accordance with ASTM D-3753 and this Technical Specification. Where there are conflicts between the requirements of the ASTM

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and this Technical Specification, this Technical Specification shall supersede. The Manufacturer shall submit the results of third-party testing, as specified below, and in accordance with Technical Specification Section 01330 - SUBMITTALS.

1. **LOAD RATING:** The insert shall have an AASHTO HS-20 load rating. When tested in accordance with ASTM D-3753 the insert shall have a maximum vertically deflection of 0.25-inches at the point of load application when loaded to 24,000 pounds; and shall not leak, crack, or suffer other damage when load tested to 40,000 pounds.
2. **CHEMICAL RESISTANCE TESTING:** The following chemical resistance tests shall be performed in accordance with ASTM G20 - Standard Test Method for Chemical Resistance of Pipeline Coatings. After exposure to the solutions, specimens shall exhibit zero (0) weight loss, spalling, cracking or blistering. Any changes to appearance such as color and texture shall be noted.

2.04 BARREL DESIGN SPECIFICATIONS:

The barrel section of the composite insert shall meet general design specifications as noted in Paragraph 2.02 - Material and Design.

Dimensions: Barrel sections of the manhole insert shall be designed to maximize the diameter of the existing manhole interior.

2.05 CONE DESIGN SPECIFICATIONS:

The manhole cone shall be concentric for all manhole diameters. The cone section must provide a bearing flat shoulder surface on which a chimney consisting of FRP load plate and adjustment grade rings may be supported. The cone section of the insert shall meet general design specifications as noted in Paragraph 2.02 - Material and Design.

Dimensions: Cone sections of the manhole insert shall be designed according to MAG Standard Detail 420-1.

2.06 MANHOLE COLLAR LOAD PLATE

To minimize differential settlement of native soils not disturbed by construction, the Contractor shall install a fiber reinforced polymer plate per Technical Specification 02720 – FIBER REINFORCED POLYMER (FRP) at the location depicted in the project Design Drawings. The plate shall be designed to support and redirect surface loads away from native soils and onto the manhole insert. The Contractor shall be responsible for materials, compaction, and any differential settlement that occurs above the FRP plate the impacts the vertical grade of the manhole cover and/or concrete collar.

2.07 CHIMNEY CONSTRUCTION:

The chimney shall be constructed on the flat shoulder bearing surface of the cone using grade adjustment rings. Only on manholes in areas approved by the City, composite

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adjustment grade rings may be supplied by the City and mandatory City installation training is required.

2.08 STANDARD CITY FRAME AND COVER:

The frame and cover shall be supported by the chimney and shall not be installed directly on the cone. Inform City if existing frame and/or cover is worn or damaged. The frames and covers shall be obtained from the City for installation by the Contractor. Mandatory installation training by the City is required.

2.09 GROUTS:

All grout or concrete applied to the manhole interior shall be acid resistant quick-setting non-shrink epoxy grouts, approved by the insert manufacturer and compatible with the polymer protective coating material and tested in accordance with ASTM C579 - Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.

2.10 MARKING AND IDENTIFICATION:

A. Manhole insert shall be marked on both the interior and exterior with the following information:

1. Manufacturer's Company Name identification.
2. Date of Manufacture.
3. Manhole wall thickness.
4. Installation assist marks.

2.11 DELIVERY, STORAGE AND HANDLING

The Contractor shall be responsible for any damage resulting from improper storage and/or handling. Damaged materials shall be replaced at no additional cost to the City.

- A. Materials shall be handled in accordance with MAG 106.
- B. Store all products according to manufacturer's recommendations until installation. Protect from construction traffic and damage.
- C. During the loading, unloading, and storage, care should be taken to ensure that the manhole insert is not dropped or otherwise damaged.
- D. The manhole insert should be stored on a smooth surface free of sharp objects.
- E. Nylon or fabric slings should be used in conjunction with a spreader bar to lift or move the manhole.
- F. UNDER NO CIRCUMSTANCES SHOULD CABLES OR CHAINS BE USED.

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- G. If the manhole is stored horizontally, the manhole should be placed in such a way as to avoid damage and braced.

PART 3 – EXECUTION

3.01 PROTECTION OF SITE:

Except as otherwise provided herein, the Contractor shall protect from damage all fences, structures, sidewalks, utilities, trees, shrubbery, lawns, etc., during the progress of this work. All debris and unused materials shall be removed immediately upon completion of the work. The site shall be restored as nearly as possible to its original condition, including the replacement, at the Contractor's sole expense, of any facility or landscaping which has been destroyed or damaged beyond restoration.

3.02 UTILITIES:

Unless otherwise indicated in Technical Specification Section 01550 – CONTRACTOR'S UTILITIES, the Contractor shall arrange for and provide any required utilities at his sole cost and expense. This includes but is not limited to water for compaction or testing, power for operating any equipment along with personnel sanitation facilities.

3.03 CLEANING AND PREPARATION

- A. The Contractor shall be responsible for all existing manhole cleaning and surface preparation according to Technical Specification Section 02760 – SEWER AND SEWER STRUCTURE CLEANING. The Contractor shall notify the City of any irregularity, which may interfere with the proper installation of the manhole insert.

3.04 COMPOSITE INSERT

- A. The manhole insert installed shall bond to or fit sufficiently tight within the existing manhole to eliminate water leakage into the manhole or allow water or vapors to leak out of the manhole through pinholes or other defects. If infiltration or exfiltration leakage occurs, the Contractor shall seal these areas to stop all leakage using a material compatible with the insert material installed and as specified by the manufacturer. If leakage continues to occur, the Contractor shall remove and replace the insert at no additional cost to the City. All repair materials shall have the same estimated life expectancy as the insert installed. Final approval of the installation will be based on meeting the acceptance test requirements for each insert installed.
- B. All existing manhole interior piping shall be removed prior to insert installation and bench protective coating application. Interior piping shall be reinstalled per project Design Drawings or as required by these contract Technical Specifications.
- C. Flow from existing active service connections entering the manhole shall be plugged or diverted through by-passed pumping operation if the flow affects proper installation.

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- D. Testing and warranty inspections shall be witnessed by the City or the City's Representative. Any defects found shall be repaired by the Contractor.
- E. Compensation for all work required for providing test samples and independent laboratory testing shall be included in the in the Bid Proposal cost of the item contained.

3.05 INSTALLATION:

- A. The Contractor shall install the manhole insert in accordance to approved manufacturer's techniques.
- B. The insert shall be centered inside the existing manhole base or as otherwise approved.
- C. The Contractor shall use an acid resistant polymer grout around circumference of the bench prior to lowering insert into position. The insert base section shall be installed into fresh grout to evenly support the weight of the insert and establish a gas tight seal. The polymer grout shall be compatible with insert material and approved for use by the insert manufacturer and compatible with the bench protective coating material. The bottom seal shall also prevent loss of annular space grout material installed between the outside of the insert and the interior wall of the existing manhole.
- D. After placement of insert, Contractor shall complete installation of the protective coating of the manhole bench. As a minimum, Contractor shall raise manhole bench to the same elevation as the crown of the pipe as directed or shown in project Design Drawings. Manhole bench shall be sloped a minimum ¼-inch per foot to the channel. Minimum repair grout thickness shall be ¾-inch.
- E. Where insert is installed using multiple barrel sections in lieu of a single piece barrel, apply a non-shrink epoxy putty or butyl mastic sealant approved by the manufacturer, to the joint of each barrel or cone section. Wipe excess material from the inside seam to provide a smooth finish.
- F. Replace all existing manhole connections with the same inside diameter pipe. Sewer main and lateral connections in the existing manholes shall be extended through the insert with sealed watertight connections. Seal all penetrations through the insert with an acid resistant non-shrink polymer grout. Installation shall be in accordance with Manufacturer's written instructions utilizing installation equipment approved for use by the Manufacturer.
- G. Fill the annular space between the insert and the existing manhole wall with a Portland cement and sand grout mixture or a hydrophilic grout. The grout backfill shall be placed in a maximum 12-inch lifts or as approved by the insert manufacturer

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COMPOSITE MATERIAL MANHOLE INSERT

structural engineer. Manufacturer's approved maximum lift shall be submitted to the City per Technical Specification Section 01330 – SUBMITTALS. Grout shall cure to provide a minimum compressive strength of 100 psi. The grout shall be consolidated without damage to the insert or connecting pipes.

H. Install the cone section (if applicable). after grouting the top bell section

3.06 CONE BACKFILL MATERIAL

The Contractor shall backfill around the manhole cone and chimney with a Portland cement and sand grout mixture or a hydrophilic grout. The grout backfill shall be placed in a maximum 12-inch lifts or as approved by the insert manufacturer structural engineer.

The Contractor shall install grade rings and adjust height to surrounding elevation and slope. Pour a concrete collar around the manhole ring and cover after setting the proper height.

All damaged pavements shall be removed and replaced in kind with new pavement. In landscaped areas the surface shall be restored in kind. Any damaged irrigation facilities shall be repaired.

3.07 GROUTING:

Grouting shall be done in accordance with manufacturer's requirements and as described in "Installation" procedures, and should meet the following minimum requirements:

Test Type	Results	Test Method
Density	4 lbs.	ASTM D-1622
Water Absorption (volume confined)	<1%	ASTM D-2842
Shear Strength	17.10 PSI	ASTM C-273
Tensile Strength	29.30 PSI	ASTM D-1623
Elongation	44%	ASTM D-1623
Viscosity	@ 500 CPS	
Chemical Emersion Testing	Excellent results	ASTM G20-88

The system should also use an accelerator to quicken the reaction time (30 minutes) where needed. All physical properties shall be expected to be detailed in submittals showing that they meet these Technical Specifications.

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COMPOSITE MATERIAL MANHOLE INSERT

3.08 MANHOLE BENCH and CHANNEL RESTORATION

The Manhole bench and channel shall be cleaned and coated as follows:

- A. The manhole invert and bench shall be hydro blasted to produce a profile, followed by high pressure water blasting to remove any loose debris and adjust pH acidity to Neutral. Debris shields shall be used to prevent any dislodged material from entering the sewer system as per Technical Specification Section 02760 – SEWER PIPE AND SEWER STRUCTURE CLEANING.
- B. Manhole bench shall be rebuilt with non-shrink acid resistant grout as necessary to insert manufacturer's recommended dimensions for structural foundation of insert.
- C. A polymer grout should then be applied to the circumference of the bench to create a level bearing area and seal of the first insert barrel section installation.
- D. Manhole channel shall be rebuilt with acid resistant polymer coating, as necessary, to dimensions consistent with existing incoming and outgoing pipe grades.
- E. After the manhole insert has been installed and base rebuilt, the entire bench and channel shall be covered with Fiber Reinforced Polymer (FRP) per Technical Specification Section 02720 – FIBER REINFORCED POLYMER (FRP) to ensure the exposed manhole base/throat/channel have the similar acid resistance as the remainder of the rehabilitated manhole.

3.09 LATERALS AND CONNECTIONS:

The sewer main and lateral connections, if present in the existing manholes shall be extended through the insert wall with sealed watertight connections. Existing pipe diameters shall be maintained. Penetration installation shall be in accordance with insert manufacturer's written instructions utilizing installation equipment approved for use by the manufacturer. Penetrations cut through the insert wall shall be made with tools capable of cutting circular shapes. Use of a carbide blade chop saw or other tools that cut a straight edge shaped is strictly prohibited. Penetrations through the insert shall be sealed with an approved non shrink, acid resistant polymer grout material approved by the insert manufacture.

3.10 PROTECTIVE BENCH COATING TESTING

The Contractor shall perform spark test and pull test on applied coatings per Technical Specification Section 09710 – CONCRETE AND MASONRY COATINGS.

3.11 ACCEPTANCE

As a condition precedent to Final Acceptance of the work, Contractor shall certify the proper installation and testing of material provided under this section. Certification shall warrant that materials and installation are free of defects and/or workmanship and suitable for trouble-free operation under the conditions set forth in these Technical Specifications.

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3.12 RECORD DRAWINGS:

Prior to final payment, the Contractor shall provide a complete set of redlined Design Drawings showing the project as constructed including manhole insert depth, diameter, along with location and diameter of any insert penetrations and interior piping configurations. A spreadsheet and/or Design Drawings shall include all information required elsewhere in these Technical Specifications as well as any changes.

**** End of Section ****

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COMPOSITE MATERIAL MANHOLE INSERT

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EXHIBIT D

ACCEPTED GMP/PRICE PROPOSAL

April 25, 2024

Raymond Potts - Construction Project Manager
City of Chandler – Public Works & Utilities
215 E Buffalo Street
Chandler, AZ 85225

RE: Name: Price Road 66-inch Sewer Rehabilitation Project
Project No.: WW2302.401

SUBJECT: Construction Manager at Risk – Guaranteed Maximum Price Proposal

Dear Mr. Potts,

B&F Contracting, Inc. respectfully submits, for your review, our Guaranteed Maximum Price (GMP) Proposal. The following price was developed from the 90% plans and discussion between CMAR and City during ongoing preconstruction services. This GMP includes solicitations for major work items and materials to develop the overall estimate. The GMP includes the replacement of 16 manholes that are not identified in the 90% plans. The overall GMP does not have a direct correlation to the plans and has been developed per additional discussions and directives provided by the City and design engineers.

Included in this package are the following documents:

- COC GMP Work Sheet
- Schedule of Values
- Cost Detail
- Scope of Work
- Project Baseline Schedule Based on GMP
- Cash Flow Report
- Subcontractor / Material Pricing
- GMP Risk Register

We are excited to continue to evaluate and establish a firm GMP during our preconstruction services. If you or your team have any questions or comments regarding the above items, please contact Josh Onstott at (623) 238-3792.

Sincerely,

Josh Onstott

Josh Onstott – Executive Director
JOnstott@bfcontracting.com
B&F Contracting, Inc.

INDEX OF EXHIBITS

PRICE ROAD 66-INCH SEWER INTERCEPTOR REHABILITATION
COC Project Number: WW2302.401
GMP
(04/25/2024)

Table of Contents

- Exhibit D1: Scope of Work
- Exhibit D2: GMP Coversheet
- Exhibit D3: Schedule of Values
- Exhibit D4: List of GMP Documents
- Exhibit D5: GMP CPM Schedule
- Exhibit D6: Cashflow Chart
- Exhibit D7: Risk Register
- Exhibit D8: Bypass Crossing Diagram
- Exhibit D9: Supplemental Reports

EXHIBIT D1: SCOPE OF WORK
PRICE ROAD 66-INCH SEWER MAIN REHABILITATION
COC Project No.: WW2302.401
GMP
[04/25/2024]

PROJECT OVERVIEW

The project consists of completing a full system rehabilitation of the 66-inch sewer pipeline that starts near the Santan 202 and outfalls at the City of Chandler OWRF. The project includes the installation of roughly 12,867 LF of 66-inch CIPP liner, replacement of 16 each 60-inch manholes with Concrete Polymer Manholes, furnish and installation of one new junction structure, furnish and installation of one structure at OWRF plant, and the installation of 2 new manholes along with miscellaneous improvement on the existing system. Additionally, to complete this work the project will require several bypass systems to convey the flow around the existing system and adjacent work to accommodate the communal traffic flow and adjacent work activities.

SCOPE OF WORK

Below chart demonstrates the direct activities of the project to complete the work.

1	Mobilization And Demobilization	1	EACH
2	SWPPP	15	MO
3	Asphalt Demo and Patching	533	SY
4	Concrete Repairs	40	EACH
5	Furnish & Install 60-inch Manhole Installation w/ 96" Precast Base	16	EACH
6	Furnish & Install 60-inch Polymer Manhole with a Cast-In-Place Bench	1	EACH
7	Heavy Cleaning Existing 66-inch Pipe	600	HR
8	Man-Entry Cleaning of 66-inch Pipe	12,867	LF
9	Post-CIPP Pano of 66-inch Pipe	12,867	LF
10	Post Cleaning / Pre CIPP-CCTV Inspection of 66-inch Pipe	12,867	LF
11	Post Manhole Pano Video Inspection	19	EACH
12	CIPP Line 66-inch Sewer	12,867	LF
13	66-Inch Bypass Setup & Teardown	7	EACH
14	66-inch Bypass Operation	176	DY
15	36-inch Bypass Pump Station Setup and Removal	3	EACH
16	36-inch Bypass Rental and Operation	108	DY
17	Lateral Bypass Install and Removal	10	EACH
18	Lateral Bypass Operation	176	DY
19	Clear And Grub for Bypass Piping on SRP / Wells Fargo	1,900	LF
20	Bypass Trenching & Removal and Restoration	7,656	LF
21	Excavation For Bypass Outside of Roadway	1,200	LF
22	Remove Bollards	4	EACH
23	Remove and Replace Bollards	4	EACH
24	Furnish And Install 66" New Junction Structure	1	EACH
25	Furnish & Install of OWRF Manhole	1	EACH
26	Abandon OWRF Pump Back Station	2	EACH
27	Abandon Manhole	2	EACH
28	General Conditions	15	MO

Construction phase services by the CMAR includes:

- Mill, sawcut and removal of asphalt.
- Trench excavation.
- Perform new manhole installations.
- Cleaning and Inspection.
- Sewer system testing on all new infrastructure and rehabilitated infrastructure.
- Coordinate with various City of Chandler departments, other agencies, utility companies, etc.
- Arrange for procurement of materials and equipment.
- Schedule and manage site operations.
- Bond and insure the construction.
- Maintain a safe work site for all project participants.
- As-built records drawings.
- Hardscape removal and replacement.
- Asphalt Replacement.
- Known Utility Protection.
- Traffic Control.
- SWPPP Maintenance.
- Sewer bypass system design and engineering.
- Odor monitoring at OWRF Plant
- Manhole abandonment.
- Bollard removal.
- Bollard removal and replacement.
- CIPP lining of 66-inch line.
- Water supply for cleaning.
- Disposal of debris cleaned from infrastructure.
- Disposal of existing infrastructure that is removed and replaced.
- Permit acquisition with ADOT, MCDOT, and ADEQ.
- Spill mitigation and maintenance.

GENERAL ITEMS:

1. Mobilization/Demobilization

- a. This GMP includes a onetime round trip for personnel, equipment, and supplies. Project delays that result in demobilization of personnel and/or equipment are not included, and any additional costs incurred are a change in scope.
- b. Private Utility Location Service to help identify utilities to eliminate issues with private utility locators filling tickets causing delays to the construction.
- c. 11 ea. water meters for the project including one on site for CIPP liner curing and one at the fill location for water support equipment.
- d. Yard crew to material handle.
- e. Polymer Structures Mobilizations.
- f. Polymer Manhole Mobilizations. Not enough time to get numbers at GMP development time. Cost included is to establish and estimate.
- g. Office startup cost / establishment
- h. CIPP Mobe 1 ea.
- i. Pavco first Asphalt Mobilizations.
- j. Pavco 3ea. Additional mobilizations.

- k. Cold mix for plates during bypass trenching and removal.
- l. Project signs 4 each.
- 2. SWPPP
 - a. B&F utilizes a third-party service to provide the SWPPP project book and complete the inspections and record keeping. This cost is included in this item.
 - b. BMP materials to protect drainage inlets from storm water runoff.
 - c. Street sweeping for 480 hours which will be expected at 32 hours per month during construction.
 - d. NOI and Dust Control Permit
 - e. Track out rock from the yard to the main road.
 - f. Labor and equipment to perform setup of SWPPP and routine maintenance of the site cleaning and repairing and replacing BMPs weekly as needed.
 - g. 1/2 time water support during bypass to address landowner easement concerns.
- 3. Asphalt Demo and Patching
 - a. Saw cutting existing pavement full depth for new sewer installation work and abandonment.
 - b. Saw cutting for new manholes.
 - c. Unit cost includes subcontractors' mobilization.
 - d. Assumed full depth slurry backfill so no subgrade preparation is expected post backfill.
 - e. Asphalt Prep crew to trim damaged edges remove plates for paving operations.
- 4. Concrete Repair
 - a. Concrete repairs associated with bypass and contract work (see included bypass trenching plan for specific areas of replacement and quantities).
 - b. Washout containment for the concrete pours.
 - c. Aggregate base and grading time prior to repour.
 - d. Haul off and dump fee for removals.
- 5. Furnish and Install 60-inch Polymer Manholes with 96-inch Precast Bases
 - a. 16 each polymer manholes with 96" precast base.
 - b. Excavation and haul off materials utilizing pipeline crew.
 - c. Dump fees for removals.
 - d. Sawcut and removal of the existing pipe.
 - e. Shoring
 - f. Vacuum Testing after backfilled.
 - g. Backfill with 1/2 sack slurry to bottom of AC.
 - h. Work based on a 60-hour work week.
 - i. Crane to set each 96-inch base that weighs roughly 35,000 lbs.
 - j. Manhole adjustment after installation
 - k. Owner supplies manhole frame and covers.
- 6. Furnish and Install 60-inch Manhole with Cast in Place Bench
 - a. Purchase polymer manhole.
 - b. Backfill with 1/2 sack slurry to bottom of AC.
 - c. Work based on a 40-hour work week.
 - d. Excavation and haul off material utilizing pipeline crew.
 - e. Dump fee for removals.
 - f. Sawcut and removal of the concrete pipe removed.
 - g. Equipment and shoring to complete work.
 - h. Owner supplies manhole frame and covers.
 - i. Manhole adjustment after installation.
- 7. Heavy Cleaning Existing 66-Inch Pipe
 - a. Hourly heavy cleaning for all pipes due to pre-inspection of pipe finding heavy debris.
 - b. No grout back to original dimensions in line item.

- c. Work is based on 6 days per week.
 - d. Work based on 24-hour traffic control setups.
 - e. Dump Fees included up to 22 loads to approved disposal site.
 - f. Labor rates are based on 60 hours per week.
8. Man-Entry Cleaning
- a. Labor and confined space equipment to complete entry to remove any detach T-lock from pipe.
 - b. Work estimated on 60-hour work week to expedite process.
 - c. Any angular grouting to be compensated through associated allowances.
 - d. Work performed under 24-hour traffic control closure.
9. Post Pano Video
- a. Post Pano Video after CIPP lining is completed by Dukes Root Control.
10. Post Cleaning / Pre CIPP-CCTV Inspection of 66-inch Pipe.
- a. Post Cleaning and CCTV after cleaning pre CIPP lining with traditional CCTV.
 - b. Work based on 60-hour work week to expedite work under bypass.
11. Post Manhole Pano Video Inspection
- a. Video for work post replacement of manholes and structures.
12. CIPP Line 66-inch
- a. All engineering, submittals, and testing for CIPP lining.
 - b. Fully deteriorated CIPP liner for 66-inch ID Pipe.
 - c. SAK has been chosen as the CIPP installer based on RFQ selection process.
 - d. Work is based on 6 day per work week.
 - e. 24-hour setups required for all lining shots in the roadway.
 - f. Price includes temporary waterline and permanent removal of waterline to lining inversion locations.
 - g. Lining water usage is estimated at 7 million gallons and will be compensated through a allowance item.
 - h. Chilled water setups if needed will be compensated through contractor contingency for up to \$30,000 per SAK proposal.
 - i. No styrene mitigation is included in the price, it will be compensated via owner contingency if needed based of City direction.
13. 66-inch Bypass Setup & Tear Down
- a. Installation of 7 each bypass pump station including price junction structure.
 - b. HDPE fusion, pipe, and all appurtenances to complete work.
 - c. Tie in at price junction structure.
 - d. Testing of equipment prior to starting.
 - e. Engineered stamped bypass plan.
 - f. Sub cut at suction pit on ADOT property.
 - g. Suction pit establishment and coupon repairs.
 - h. Suction pits backfill.
 - i. Water ramps as needed.
 - j. 4 each 48–72-inch sewer plugs.
 - k. Two 66-inch Concrete coupons for suction pit and repairs post constructions.
 - l. Shoring to accommodate suction pit excavation.
 - m. Removal of all equipment post construction.
 - n. Delays for trenched crossing and HDPE fuses.
 - o. Spill containment, spill kits, repair clamps, and lighting for bypass monitoring.
 - p. Fuel cells for refueling.
 - q. Pump maintenance during project.
 - r. ARV for all high locations with secondary containment.
 - s. Crane to set large pump stations and suction stingers.

- t. Fencing repairs at OWRF will be cost reimbursable through allowance.

14. 66-inch Bypass Operation

- a. Fuel is based on \$4.00 dollars per gallon. Fuel escalation will be based on the EIA.gov Rocky Mountain market rate and compensation will be paid through contractors' contingency based off area average fuel rate index if market increases above \$4.00 per gallon for over a 30-day period.
- b. All equipment rental for 176 days.
- c. 3 pump operator for 176 days 24 hours per day.
- d. Included disposal of rags that are removed from pump.
- e. Includes all maintenance of equipment.
- f. Includes secondary containment for all equipment.
- g. Includes Deadman anchor at Price Junction Structure.
- h. All valves, manifolds, pipe, fittings, plates, concrete barriers, and equipment rental.
- i. ARV for all high locations with secondary containment.
- j. Includes light tower.
- k. Bypass setup based on 50 hours per week labor rates.
- l. Odor logger at discharge location to monitor H2S emissions will be compensated through allowance.
- m. Odor mitigation above tarping and basic method will be compensated through contractor's contingency.
- n. Bypass operation based on 60-hour rates.
- o. Bypass operation and inspection must access entirety of bypass including OWRF plant 24 hours per day 7 days per week.

15. 36-inch Bypass Setup & Tear Down

- a. Installation of 3-each 8-inch submersible pumps with two silenced power pack and one open frame back-up power pack.
- b. HDPE fusion, pipe, and all appurtenances to complete work.
- c. Testing of equipment prior to starting.
- d. Engineered stamped bypass plan.
- e. Level monitors.
- f. 3 each 36-inch to 60-inch plugs during construction.
- g. Removal of all equipment post construction.
- h. OWRF Gate Fencing to maintain security during construction.

16. 36-inch Bypass Operation and Equipment

- a. Fuel is based on \$4.00 dollars per gallon. Fuel escalation will be based on the EIA.gov Rocky Mountain market rate and compensation will be paid through contractors' contingency based off area average fuel rate index if market increases above \$4.00 per gallon for over a 30-day period.
- b. All equipment rental for 80 days.
- c. 2 pump operator for 108 days 24 hours per day.
- d. Included disposal of rags that are removed from pump.
- e. Includes all maintenance of equipment.
- f. Includes secondary containment for all equipment.
- g. All valves, manifolds, pipe, fittings, plates, concrete barriers, and equipment rental.
- h. Includes light tower.
- i. Bypass setup based on 60 hours per week labor rates.
- j. ARV for all high locations with secondary containment.

17. Lateral Bypass Installation and Removal

- a. 10 each individual lateral bypass installations and mobilizations.

- b. Fusing and testing of all pipes.
 - c. Setting controls and level sensors on pump to reduce pump watch.
 - d. Plug setting and removal.
 - e. Removal and demobilization of all equipment.
 - f. Work is based off a 40-hour work week.
 - g. No redundancy on pump or pipe is included in bypass.
18. Lateral Bypass Operation and Rental
- a. 176 day of equipment rental and fuel
 - b. 176 days of pump watch for 2 persons to check 10 pump stations.
 - c. Fuel is based on \$4.00 dollars per gallon. Fuel escalation will be based on the EIA.gov Rocky Mountain market rate and compensation will be paid through contractors' contingency based off area average fuel rate index if market increases above \$4.00 per gallon for over a 30-day period.
19. Clear and Grubb for Bypass Piping on SRP / Wells Fargo
- a. Clear overgrowth to access area and set up bypass pipe.
 - b. Disposal of vegetation removed from site.
 - c. Work based on 40-hour work week.
20. Bypass Trenching and Removal
- a. Bypass Trenching for main bypass 5,500 LF of 10-foot-wide trench with 2.5 milled edges.
 - b. Backfill and temp paving during constructions.
 - c. Removal of bypass pipe and backfill post construction.
 - d. The permanent 6" pavement section accounted for in GMP.
 - e. All lateral bypass trenching figured at 5-foot width for asphalt removal and repairs.
 - f. Lateral trenching figured at 2' x 2 depth.
 - g. Backfill and temporarily patch during bypass operation for lateral bypass.
 - h. Slurry backfills post construction and full depth 6" AC replacement for 5-foot width.
 - i. Work based on 24-hour traffic control setup.
 - j. Work labor rates are set at 50-hour labor rates.
 - k. As proposed the temp and final pavement will be completed in 2 separate days. All pipes must be in and backfilled prior to pavement.
 - l. Slurry backfill trench with bypass pipe.
 - m. Permanent backfill will be ABC to passing compaction.
 - n. Price estimates that existing conditions will be satisfactory, and no over excavation or no unsuitable materials will be encountered.
 - o. Included the cost for plates during installation and removal at area where traffic will be required to cross trench prior to pavement installation.
 - p. Due to heavy haul at Queen Creek Road accommodations will be made with plating during bypass to disperse the load from the bypass trench.
 - q. The lateral bypass trench will be backfilled with ABC prior to temporary pavement.
 - r. Lateral bypass final backfill will be completed ½ sack slurry.
 - s. Bid item includes lowering 11 existing sewer manholes or removal of manhole frame and covers to complete work.
 - t. Bid item includes final restoration of manhole ring and covers with a City approved manhole adjustment contractor.
21. Excavation and Backfill of Bypass Pipe Outside of Roadway
- a. Excavation of pipe as needed on SRP or adjacent parcels of land to maintain access.
 - b. Backfill during bypass and final will be completed with native.
 - c. 85% compaction requirement will be met.
 - d. Estimate to be completed on a 40-hour work week.
22. Remove Bollards
- a. Removal and disposal of bollards on plans.

- b. Hardscape repair covered on concrete repair line item.
 - c. Work is based on 40-hour work week.
23. Remove and Replace Bollards
- a. Removal and reinstall bollards for new manhole installation.
24. Furnish and Install 66" New Junction Structure
- a. Installation of a 16' round junction polymer structure.
 - b. Slurry Backfill
 - c. 3 new Hobas pipes approximately 5 ft in length.
 - d. 2 each pipe collars to existing 66-inch pipe.
 - e. Shoring, Equipment, and Manpower to Complete.
 - f. Crane to set structure into place.
 - g. Work based on 60-hour work weeks.
 - h. No final adjustment included due to hatch installation on the new structure.
 - i. Hydro excavation around pipe and corners.
 - j. Dump fees.
 - k. Saw cut and removal of pipe.
 - l. Testing of new structure.
 - m. Purchase of pipe and new structure.
 - n. All materials, labor, and equipment to perform work.
 - o. Grout exterior joints of structure.
 - p. One pipe plugs on future line.
 - q. Engineered shoring system.
 - r. Hatches.
 - s. Internal grating.
 - t. Installation of pipe to manhole west of junction structure.
25. Furnish & Install of OWRF Manhole
- a. Hydro excavation to complete excavation in area for OWRF manhole install.
 - b. An engineered shoring system will be supplied.
 - c. 60-hour work weeks are assumed for this installation.
 - d. Demo and removal of existing structure.
 - e. Abandonment of 24-inch pipe at structure.
 - f. New 66-inch Hobas pipe and concrete collars to existing 66-inch T-lock pipe and 36-inch PVC SDR26 pipe with concrete collar to connect to 36-inch T-lock Pipe.
 - g. Crane to set structure.
 - h. ½ sack slurry backfill.
 - i. Testing once structure has been replaced and backfilled.
 - j. FRP transition seal on 36-inch will be reimbursed through FRP allowance.
26. OWRF Pump Back Station Abandonment
- a. Excavation around existing structure to cut lid.
 - b. Saw cutting existing structure from shafts.
 - c. Removal of concrete structure lids, demo and haul off.
 - d. Backfill existing structures with ½ sack ABC slurry to cut edge.
 - e. Backfill with native to match existing grade.
 - f. No electrical removal will be completed as part of this scope.
 - g. Landscape restoration will be completed under the landscape allowance.
 - h. Work performed in conjunction with the OWRF manhole at 60-hour rates.
27. Abandon Existing Manhole
- a. Remove tops of manholes,
 - b. Steel plates and milling to put traffic on during the construction.
 - c. ½ sack slurry to backfill barrel and ABC backfill to subgrade.

- d. 1 day of a vacuum truck to clean lines and manholes prior to abandonment.
- e. Work based on 60-hour work week.
- f. Only ground access will be abandoned the pipeline will still convey flow after abandonment.
- g. Abandonment will happen post lining.
- h. Concrete or asphalt restoration will be completed in their associated line items.
- i. Plate will not be milled during abandonment during slurry curing. A cold mixed edge will be provided to maintain access.

28. General Conditions

- a. Office rental 12 months of the project office trailer at OWRF due to shared location with price 42-inch project.
- b. 12 months of job office expenses for supplies, printers, sundries for onsite office. This does not match the project indirect due to shared use for 3 months with adjacent B&F project.
- c. Office power will need to be established with SRP and all wires and equipment supplied by CMAR. Monthly energy billings. This does not match the project indirect due to shared use for 3 months with adjacent B&F project.
- d. ST&S for all operations including but not limited to gloves, glasses, batteries, power tools, harnesses, rigging, fall protection devices, saw blades, small tool maintenance, and other PPE.
- e. Software / Hardware / Devices: Contractor supplied Procore, Foundation, Tablets, Phones, and Bid 2 Win
- f. Water and ice for crews onsite.
- g. Site security camera at OWRF gate
- h. Project supervision 1 full time superintendent and 1/2 bypass superintendent during setup and removal.
- i. Senior Project Manager Kelly Haberly
- j. Project Engineering during the duration of the project.
- k. Project dumpster service for project duration. This does not match the project indirect due to shared use for 3 months with adjacent B&F project.
- l. Portable restrooms for project including each manned pump station and for manhole installation crews.

ALLOWANCE SUMMARY

100. Traffic Control (Allowance)

- a. This will be all costs associated with Traffic Control including but not limited to traffic control plans, permits, devices, labor, equipment, temporary pedestrian relocation, light bagging, etc.
- b. Visual Message Boards
- c. Due to the amount of movement and specialty devices this was assumed at \$1,600 per day for 400 days with 15% total contract markup on the budget.

101. Officer (Allowance)

- a. This will cover all cost associated with police officers' presence on the site during work near a lighted intersection.
- b. The intent will always be to offer the work to Chandler PD prior to allowing other officers to work on the project.

102. Quality Control Testing (Allowance)

- a. All costs associated with testing on the project including but not limited to compaction, concrete cylinder, sieve analysis, proctor, etc.

103. Construction Water (Allowance)

- a. Cost for water on the project for all activating including but not limited to dust mitigation, testing, CIPP, pipe cleaning, etc.
- b. This will be reimbursed with the bills backing up the charges with all associated markups.

- c. Budget based on 10,000,000 Gal at \$3.5 per MG plus 15% markup per contract.
- 104. Public Outreach (Allowance)
 - a. Cost for all public outreach efforts including but not limited to public meetings, websites, hotline management, flyers, door hanger, labor for distribution, email correspondence, data collection, etc.
- 105. T-Lock Grouting (Allowance)
 - a. The grouting behind deteriorated concrete inside pipe during inspections and cleaning efforts.
- 106. Heavy Cleaning (Allowance)
 - a. Cleaning of heavy debris inside pipe with man entry and extraction to waste.
- 107. Landscape Restoration (Allowance)
 - a. Landscape restoration due to work in landscape areas.
- 108. Slurry Seal (Allowance)
 - a. Slurry seal for roadway post construction from median to curb and areas with pavement cuts.
- 109. Survey (Allowance)
 - a. Allowance to capture all GIS survey data for the city.
- 110. Striping (Allowance)
 - a. No quantity is known at GMP so this will be compensated for through invoices with associated mark-ups.
- 111. FRP Seal (Allowance)
 - a. Allowance to compensate for FRP wrapping from CIPP termination to termination in pipe.
- 112. Polymer Manhole Purchase (Allowance)
 - a. Allowance to compensate for the purchase of the final manhole design. The allowance was established by utilizing a quote provided at 60% for two new manholes with precast benches. CMAR broke down the replacement to a vertical foot price off the two previously provided and multiplied that by the desired replacement vertical foot.
 - b. The delivery allowance was estimated at \$5,000.00 each for 16 manholes.
 - c. CMAR took the total freight and purchase estimate and multiplied by 1.18 to ensure proper allowance to cover escalation, markups, and taxes.

CONTINGENCY

- 500. Contractors Contingency
 - a. This is based on the risk matrix provided and would cover but not be limited to items that are not directly covered by the scope of work provided above.
- 501. Owner Contingency
 - b. The owner contingency is based off 5% of the contract value.
 - c. The contingency is based on an estimate if TCE are not acquired, and the pipe must run down Price Road from Germaine to the OWRF plant. This includes trenching and changing pipes from 3 each 24-inch pipes to 6 each 18-inch pipes.

EXHIBIT D

CM@RISK GMP SUMMARY (PAGE 2 of 2)

Project Name: Price Road 66-inch Sewer Rehabilitation
 Project Location: Price Road From SR202 - OWRF Plant South of Queen Creek
 City of Chandler Project No.: WW2302.401

Date: 4/29/2024

				Amount
A. Cost of Work				
A1 Cost of Work (self perform, no mark-up)				\$14,767,238.05
A2 Cost of Work (subcontractors, suppliers, material)				\$12,916,925.91
TOTAL COST OF WORK:				\$27,724,615.65
B. General Conditions				
				\$1,649,955.00
SUBTOTAL 1 (Cost of Work) (A + B):				\$29,374,570.65
C. CM@Risk's Fee				
				\$2,496,838.51
SUBTOTAL 2 (A + B + C):				\$31,871,409.16
D. Bonds and Insurance (on Subtotal 1)				
D1 Bonds (Payment and Performance)				\$293,745.71
D2 Insurance				\$323,120.28
TOTAL BONDS & INSURANCE:				\$616,865.99
SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):				\$32,488,275.15
E. Sales Tax				
E1 Sales Tax (7.8% x 0.65)				\$1,647,155.55
E2 Tax Credits				\$0.00
TOTAL SALES TAX:				\$1,647,155.55
F. Approved Allowances				
	QTY	UOM	Unit Price	Allowance Total
100 Traffic Control Allowance	1	AL	\$ 1,115,100.00	\$1,115,100.00
101 Police Officer (Allowance)	1	AL	\$ 397,188.00	\$397,188.00
102 Quality Control Testing	1	AL	\$ 52,200.00	\$52,200.00
103 Construction Water	1	AL	\$ 61,950.00	\$61,950.00
104 Public Outreach	1	AL	\$ 38,965.00	\$38,965.00
105 T-Lock Grouting Allowance	160	HR	\$ 704.90	\$112,784.32
106 Heavy Cleaning Allowance	1	AL	\$ 225,767.04	\$225,767.04
107 Landscape Restoration	1	AL	\$ 194,700.00	\$194,700.00
108 Slurry Seal	1	AL	\$ 285,000.00	\$285,000.00
109 Survey	1	AL	\$ 28,750.00	\$28,750.00
110 Striping	1	AL	\$ 74,750.00	\$74,750.00
111 FRP Transition Allowance	1	AL	\$ 165,200.00	\$165,200.00
112 Polymer Manhole Replacement Purchase	1	AL	\$ 1,601,136.10	\$1,601,136.10
TOTAL ALLOWANCES:				\$4,353,490.46
G. Contingencies				
G1 Contractors Contingency				\$1,578,872.34
G2 Owner Contingency				\$3,628,413.76
TOTAL CONTINGENCIES:				\$5,207,286.10
GUARANTEED MAXIMUM PRICE TOTAL:				\$43,696,207.25

Establishment of Values:

- Cost of Work (A) and Allowances (F) to be submitted with GMP Proposal.
- General Conditions Cost (B) to be established in Baseline GMP.
- CM@Risk Fee as set forth in Section 3.7.3 of this Contract



CITY OF CHANDLER
WW2302.401 PRICE 66-INCH SEWER REHABILITATION PROJECT
GMP SCHEDULE OF VALUES

B F CONTRACTING, INC.
 11011 N. 23RD AVE
 PHOENIX, AZ 85029
 623-582-1170

A	B	C	D	E	F
ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT OF MEASURE	UNIT PRICE	SCHEDULED VALUE
	WW2302.401				
1	Mobilization And Demobilization	1	LS	\$ 847,120.34	\$ 847,120.34
2	SWPPP	15	MO	\$ 14,909.53	\$ 223,642.95
3	Asphalt Demo And Patching	533	SY	\$ 103.65	\$ 55,245.45
4	Concrete Repairs	40	EACH	\$ 4,779.34	\$ 191,173.60
5	Furnish & Install 60-inch Manhole Installation Precast Manhole With 96-inch Base	16	EACH	\$ 195,163.55	\$ 3,122,616.80
6	Furnish & Install 60-inch Polymer Manhole With Cast In Place Bench	1	EACH	\$ 122,792.90	\$ 122,792.90
7	Heavy Cleaning Existing 66-inch Pipe	600	HR	\$ 575.00	\$ 345,000.00
8	Man Entry Cleaning Of 66-inch Sewer	12,867	LF	\$ 4.52	\$ 58,158.84
9	Post-CIPP Pano Of 66-inch Sewer	12,867	LF	\$ 4.00	\$ 51,468.00
10	Post Cleaning / Pre CIPP CCTV Inspection Of 66-inch Pipe	12,867	LF	\$ 2.72	\$ 34,998.24
11	Post Manhole Pano Video Inspection	19	EACH	\$ 250.00	\$ 4,750.00
12	CIPP Line 66-inch Sewer	12,867	LF	\$ 611.98	\$ 7,874,346.66
13	66-Inch Bypass Setup & Teardown	7	EACH	\$ 230,223.81	\$ 1,611,566.67
14	66-inch Bypass Operation	176	DY	\$ 32,600.31	\$ 5,737,654.56
15	36-inch Bypass Pump Station Setup And Removal	3	EACH	\$ 12,583.20	\$ 37,749.60
16	36-inch Bypass Rental And Operation	108	DY	\$ 4,882.59	\$ 527,319.72
17	Lateral Bypass Install And Removal	10	EACH	\$ 37,295.15	\$ 372,951.50
18	Lateral Bypass Operation	176	DY	\$ 7,125.23	\$ 1,254,040.48
19	Clear And Grub For Bypass Piping On SRP / Wells Fargo	1,900	LF	\$ 30.62	\$ 58,178.00
20	Bypass Trenching & Removal And Restoration	7,656	LF	\$ 412.90	\$ 3,161,162.40
21	Excavation For Bypass Outside Of Roadway	1,200	LF	\$ 92.48	\$ 110,976.00
22	Remove Bollards	4	EACH	\$ 645.94	\$ 2,583.76
23	Remove and Replace Bollards	4	EACH	\$ 2,407.08	\$ 9,628.32
24	Furnish And Install 66" New Junction Structure	1	EACH	\$ 1,133,498.38	\$ 1,133,498.38
25	Furnish & Install Of OWRF Manhole	1	EACH	\$ 658,878.86	\$ 658,878.86
26	Abandon OWRF Pump Back Station	2	EACH	\$ 45,234.13	\$ 90,468.26
27	Abandon Manhole	2	EACH	\$ 13,322.68	\$ 26,645.36
					\$ 27,724,615.65



CITY OF CHANDLER
WW2302.401 PRICE 66-INCH SEWER REHABILITATION PROJECT
GMP SCHEDULE OF VALUES

B F CONTRACTING, INC.
 11011 N. 23RD AVE
 PHOENIX, AZ 85029
 623-582-1170

A	B	C	D	E	F
ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT OF MEASURE	UNIT PRICE	SCHEDULED VALUE
	General Conditions				
28	General Conditions	15	MO	\$ 109,997.00	\$ 1,649,955.00
	Subtotal with General Conditions				\$ 29,374,570.65
	8.5% Markup				\$ 2,496,838.51
	Total with OH&P				\$ 31,871,409.16
	Insurance and Bond on Subtotal of CMAR Direct Work + Overhead & Profit				
	Bond Cost (1%)				\$ 293,745.71
	Insurance Cost (1.1%)				\$ 323,120.28
	Subtotal Bond and Insurance				\$ 616,865.99
	Subtotal Bond and Insurance+ CMAR Direct Work + Overhead & Profit				\$ 32,488,275.15
	Sales Tax				
	Sales Tax				\$ 1,647,155.55
	Combined Total with Insurance, Bonds, & Tax				\$ 34,135,430.70
	ALLOWANCE				
100	Traffic Control Allowance	1	AL	\$ 1,115,100.00	\$ 1,115,100.00
101	Police Officer (Allowance)	1	AL	\$ 397,188.00	\$ 397,188.00
102	Quality Control Testing	1	AL	\$ 52,200.00	\$ 52,200.00
103	Construction Water	1	AL	\$ 61,950.00	\$ 61,950.00
104	Public Outreach	1	AL	\$ 38,965.00	\$ 38,965.00
105	T-Lock Grouting Allowance	160	HR	\$ 704.90	\$ 112,784.32
106	Heavy Cleaning Allowance	1	AL	\$ 225,767.04	\$ 225,767.04
107	Landscape Restoration	1	AL	\$ 194,700.00	\$ 194,700.00
108	Slurry Seal	1	AL	\$ 285,000.00	\$ 285,000.00
109	Survey	1	AL	\$ 28,750.00	\$ 28,750.00
110	Striping	1	AL	\$ 74,750.00	\$ 74,750.00
111	FRP Transition Allowance	1	AL	\$ 165,200.00	\$ 165,200.00
112	Polymer Manhole Replacement Purchase	1	AL	\$ 1,601,136.10	\$ 1,601,136.10
	Subtotal with Allowances				\$ 4,353,490.46
500	Contractors Contingency	1	LS	\$ 1,578,872.34	\$ 1,578,872.34
501	Owner's Contingency	1	LS	\$ 1,624,413.76	\$ 1,624,413.76
502	Bypass Pipe Trenching in Roadway - Owner's Contingency	1	LS	\$ 2,004,000.00	\$ 2,004,000.00
	Subtotal of Contingency				\$ 5,207,286.10
	ORIGINAL CONTRACT TOTALS				\$ 43,696,207.25



Proposal







































Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029
Office: 623-562-1170/Fax: 623-562-3761
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











































Project Name:	WW2302.401 - Price Road 66-inch Rehabilitation GMP Rev1	Customer:	City of Chandler
Job Number:	24-3001-01	Bid Number:	WW2302.401
Bid As:	B&F Contracting, Inc.	Billing Address:	Mail Stop 407, P.O. Box 4008 Chandler, AZ 85244 USA
Estimator:	Joshua Onstott	Phone:	480-782-3310
Project Address:	Price Road South Of 202 To South Of Queen Creek Road, Chandler, AZ	Contact:	Raymond Potts
Completion Date:	1/24/2025		















































Pay Items















































Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
D 1 - Mobilization And Demobilization	1.00	LS	\$847,120.34	\$847,120.34	\$847,425.11	\$847,425.11	0.04%
D Mobilize Equipment	58.00	EACH	\$1,384.96	\$80,327.68			
D GC-Mobilization Crew (1.00 EACH/DY, 58.00 DY)	58.00	EACH	\$1,384.96	\$80,327.68			
P 3rd Party / B&F Utility Locating (New Manhole 3 Each In Roadway)	40.00	EACH	\$1,200.00	\$48,000.00			
D Yard Setup And Takedown	5.00	DY	\$2,743.87	\$13,719.36			
D GC-Site/Yard Setup & Takedown Crew (1.25 DY/DY, 4.00 DY)	5.00	DY	\$2,743.87	\$13,719.36			
P CIPP Mobe	1.00	EACH	\$300,000.00	\$300,000.00			
D Office Startup / Establishment	1.00	EACH	\$22,300.00	\$22,300.00			
P Internet	12.00	MO	\$300.00	\$3,600.00			
P Furniture	12.00	MO	\$800.00	\$9,600.00			
P Water Connection	1.00	EACH	\$2,500.00	\$2,500.00			
P Connex	12.00	MO	\$550.00	\$6,600.00			
D Asphalt Milling And Plating And Restoration Of Yard	825.00	TON	\$52.46	\$43,281.20			
D GC-Site/Yard Setup & Takedown Crew (82.50 TON/DY, 10.00 DY)	825.00	TON	\$41.13	\$33,931.20			
P Milling	850.00	TON	\$11.00	\$9,350.00			
D Yard Crew	15.00	MO	\$4,648.64	\$69,729.60			
D GC-Site/Yard Setup & Takedown Crew (4.00 DY/MO, 60.00 DY)	15.00	MO	\$4,648.64	\$69,729.60			
S Main Trenching Asphalt Mobe First (Paveco)	1.00	EACH	\$8,000.00	\$8,000.00			
S Asphalt Mobe 15' Trench Patch (Paveco) (Paveco)	3.00	EACH	\$7,500.00	\$22,500.00			
P Water Meters	11.00	EACH	\$2,400.00	\$26,400.00			
P Polymer Junction OWRF Structure And Manhole 1	1.00	LS	\$119,400.00	\$119,400.00			
P Project Signs	4.00	EACH	\$2,500.00	\$10,000.00			
Q Cold Mix	550.00	TON	\$151.75	\$83,462.50			
D 2 - SWPPP	15.00	MO	\$14,909.53	\$223,642.96	\$14,914.89	\$223,723.35	0.04%
P SWPP Permit And Book	1.00	EACH	\$6,500.00	\$6,500.00			
P Inspections	46.00	EACH	\$200.00	\$9,200.00			
P Street Sweeping	15.00	MO	\$8,000.00	\$120,000.00			
D SWPP Maintenance	15.00	MO	\$2,301.68	\$34,525.20			
D SWPP Maintenance (1.00 DY/MO, 15.00 DY)	15.00	MO	\$2,301.68	\$34,525.20			
D Dust Maintenance Underbypass	6.00	MO	\$8,902.96	\$53,417.76			
D Water Truck (11.00 DY/MO, 66.00 DY)	6.00	MO	\$8,902.96	\$53,417.76			


















































3 - Asphalt Demo And Patching (P1 Paving & Construction)	533.00	SY	\$103.65	\$55,245.45	\$103.69	\$55,266.77	0.04%
4 - Concrete Repairs	40.00	EACH	\$4,779.34	\$191,173.56	\$4,781.06	\$191,242.40	0.04%
 CP-Concrete Curb & Gutter Crew (0.75 EACH/DY, 34.67 DY)	26.00	EACH	\$4,105.92	\$106,753.92			
 CP-Concrete Sidewalk Crew (1.00 EACH/DY, 14.00 DY)	14.00	EACH	\$3,079.44	\$43,112.16			
 Ready Mix Concrete - MAG AA 4000	57.75	CY	\$160.41	\$9,263.68			
 Concrete - Short Load Fee	17.00	EACH	\$225.00	\$3,825.00			
 Concrete Forms, Oil, Cure,	1.00	LS	\$5,850.00	\$5,850.00			
 Sawcut And Removal	40.00	EACH	\$509.22	\$20,368.80			
 CP-Sawcutting Small Crew (4.00 EACH/DY, 10.00 DY)	40.00	EACH	\$509.22	\$20,368.80			
 Washout	4.00	MO	\$500.00	\$2,000.00			
5 - Furnish & Install 60-inch Manhole Installation Precast Manhole With 96-inch Base	16.00	EACH	\$195,163.55	\$3,122,616.72	\$195,233.76	\$3,123,740.16	0.04%
 Install 60" Manhole	16.00	EACH	\$185,560.55	\$2,968,968.72			
 Hyrdo Excavate Around Pipe	16.00	EACH	\$10,152.64	\$162,442.24			
 GC-Combo Hydro Truck Crew (0.25 EACH/DY, 64.00 DY)	16.00	EACH	\$10,152.64	\$162,442.24			
 Cut Pipe	32.00	EACH	\$1,800.00	\$57,600.00			
 MH Adjustment	16.00	EACH	\$1,420.04	\$22,720.64			
 RH-Manhole Raised Crew (2.00 EACH/DY, 8.00 DY)	16.00	EACH	\$1,420.04	\$22,720.64			
 Excavate And Backfill Manhole	16.00	EACH	\$142,265.33	\$2,276,245.27			
 SL-Manhole Coated 7ft Diameter Appurtenance Crew (0.12 EACH/DY, 136.00 DY)	16.00	EACH	\$94,063.72	\$1,505,019.52			
 Ready Mix - Slurry ABC Slurry 1/2 Sack	5,544.00	CY	\$109.00	\$604,296.00			
 Aggregate - ABC MAG Spec	346.50	TON	\$21.50	\$7,449.75			
 Trucking (1.00 DY, 110.00 Trucks, 55.00 EACH/HR)	440.00	EACH	\$270.00	\$118,800.00			
 Dump Fee - Concrete	64.00	LOAD	\$195.00	\$12,480.00			
 Dump Fee - Dirt	376.00	LOAD	\$75.00	\$28,200.00			
 Testing Structure	16.00	EACH	\$2,861.42	\$45,782.72			
 Manhole Testing (2.00 EACH/DY, 8.00 DY)	16.00	EACH	\$2,861.42	\$45,782.72			
 Install Pipe Collars (2 Each Every Manhole)	16.00	EACH	\$11,334.77	\$181,356.34			
 Install Pipe Collar 66" Pipe (0.31 EACH/DY, 51.43 DY)	16.00	EACH	\$10,584.77	\$169,356.34			
 Forms And Bar	16.00	EACH	\$750.00	\$12,000.00			
 Buy Pipe 66-inch	16.00	EACH	\$12,192.86	\$195,085.76			
 Ready Mix Concrete - MAG C 2000	189.00	CY	\$146.75	\$27,735.75			
 Crane	16.00	EACH	\$9,603.00	\$153,648.00			
6 - Furnish & Install 60-inch Polymer Manhole With Cast In Place Bench	1.00	EACH	\$122,792.90	\$122,792.90	\$122,837.08	\$122,837.08	0.04%
 Install 60" Manhole With CIP Based	1.00	EACH	\$122,792.90	\$122,792.90			
 SL-Manhole Coated 7ft Diameter Appurtenance Crew (0.20 EACH/DY, 5.00 DY)	1.00	EACH	\$43,086.40	\$43,086.40			
 Ready Mix - Slurry ABC Slurry 1/2 Sack	168.00	CY	\$109.00	\$18,312.00			
 Concrete Cast In Place Bench	1.00	EACH	\$32,409.48	\$32,409.48			
 SD-Structures Headwall 72in Appurtenance Crew (0.25 EACH/DY, 4.00 DY)	1.00	EACH	\$27,414.72	\$27,414.72			
 Form / Rebar Cure	1.00	EACH	\$2,568.00	\$2,568.00			
 Ready Mix Concrete - MAG A 3000	15.75	CY	\$154.08	\$2,426.76			
 Hyrdo Excavate Around Pipe	1.00	EACH	\$5,411.22	\$5,411.22			
 GC-Combo Hydro Truck Crew (0.50 EACH/DY, 2.00 DY)	1.00	EACH	\$5,411.22	\$5,411.22			
Manhole Adjustment (2.00 EACH/DY, 0.50 DY)	1.00	EACH	\$1,337.80	\$1,337.80			
Manhole - Polymer Manhole - 60"	1.00	EACH	\$22,236.00	\$22,236.00			
7 - Heavy Cleaning Existing 66-inch Pipe	600.00	HR	\$591.27	\$354,762.50	\$575.00	\$345,000.00	-2.75%
Heavy Cleaning	600.00	HR	\$575.69	\$345,412.50			
GC-Combo Hydro Truck Crew (8.00 HR/DY, 75.00 DY)	600.00	HR	\$346.59	\$207,952.50			
GC-CCTV Crew (8.00 HR/DY, 75.00 DY)	600.00	HR	\$229.10	\$137,460.00			






















































Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
 Dump Fees	22.00	EACH	\$425.00	\$9,350.00			
 8 - Man Entry Cleaning Of 66-inch Sewer	12,867.00	LF	\$4.52	\$58,201.66	\$4.52	\$58,158.84	-0.07%
 Man Entry T-lock Removal	12,867.00	LF	\$4.52	\$58,201.66			
 T-Lock Removal - No Grout Back (625.00 LF/DY, 20.59 DY)	12,867.00	LF	\$4.52	\$58,201.66			
 9 - Post-CIPP Pano Of 66-inch Sewer	12,867.00	LF	\$4.00	\$51,468.00	\$4.00	\$51,468.00	0.00%
 Post Pano (Dukes Root Control)	12,867.00	LF	\$4.00	\$51,468.00			
 10 - Post Cleaning / Pre CIPP CCTV Inspection Of 66-inch Pipe	12,867.00	LF	\$2.72	\$35,000.00	\$2.72	\$34,998.24	-0.01%
 GC-CCTV Crew (804.19 LF/DY, 16.00 DY)	12,867.00	LF	\$2.72	\$35,000.00			
 11 - Post Manhole Pano Video Inspection	19.00	EACH	\$250.00	\$4,750.00	\$250.09	\$4,751.71	0.04%
 Inspection	19.00	EACH	\$250.00	\$4,750.00			
 12 - CIPP Line 66-inch Sewer	12,867.00	LF	\$611.98	\$7,874,395.29	\$612.20	\$7,877,177.40	0.04%
 CIPP	12,867.00	LF	\$589.00	\$7,578,663.00			
 CIPP Support	12,867.00	LF	\$2.67	\$34,393.09			
 RH-CIPP Lining Support Crew (512.00 EACH/DY, 25.13 DY)	12,867.00	EACH	\$2.67	\$34,393.09			
 Water Supply Trenching	600.00	LF	\$150.58	\$90,349.40			
 Water Supply Trenching In Road (60.00 LF/DY, 10.00 DY)	600.00	LF	\$131.20	\$78,720.40			
 Aggregate - ABC MAG Spec	66.00	TON	\$21.50	\$1,419.00			
 Dump Fees	12.00	LOAD	\$670.83	\$8,050.00			
 Dump Fee - Asphalt [8]	8.00	LOAD	\$100.00	\$6,400.00			
 Dump Fee - Dirt	22.00	LOAD	\$75.00	\$1,650.00			
 Trucking (5.63 DY, 0.36 Trucks, 0.18 LOAD/HR)	8.00	LOAD	\$270.00	\$2,160.00			
 Water Supply Backfill	600.00	LF	\$56.10	\$33,658.58			
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (120.00 LF/DY, 5.00 DY)	600.00	LF	\$34.74	\$20,845.80			
 Ready Mix - Slurry Sand Slurry 1/2 Sack	35.70	CY	\$109.00	\$3,891.30			
 CP-Sawcutting Small Crew (800.00 LF/DY, 1.50 DY)	1,200.00	LF	\$3.57	\$4,281.48			
 Dump Fees	12.00	LOAD	\$116.67	\$1,400.00			
 Dump Fee - Asphalt	5.00	LOAD	\$100.00	\$500.00			
 Dump Fee - Dirt	12.00	LOAD	\$75.00	\$900.00			
 Trucking (21.19 DY, 0.14 Trucks, 0.07 LOAD/HR)	12.00	LOAD	\$270.00	\$3,240.00			
 Water Supply Rental 6 Locations	1,250.00	LF	\$50.87	\$63,593.02			
 Water Supply Patching	333.00	SY	\$153.00	\$50,949.00			
 Water Supply Permanent Pavement Patch	333.00	SY	\$82.00	\$27,306.00			
 Water Supply Temp Pavement Patch	333.00	SY	\$71.00	\$23,643.00			
 Water Supply Wedling	1,250.00	LF	\$18.23	\$22,789.20			
 RH-Bypass Fusion <12in Crew (178.57 LF/DY, 7.00 DY)	1,250.00	LF	\$18.23	\$22,789.20			
 13 - 66-Inch Bypass Setup & Teardown	7.00	EACH	\$230,223.81	\$1,611,566.68	\$230,306.64	\$1,612,146.48	0.04%
 Mobilization / Demobe Bypass Equipment	1.00	EACH	\$280,862.24	\$280,862.24			
 Mobe Large Pipe	59,060.00	UNIT	\$1.66	\$97,975.20			
 GC-Mobilization Crew (1,968.67 LF/DY, 30.00 DY)	59,060.00	LF	\$1.66	\$97,975.20			
 Mobe Pumps	7.00	EACH	\$3,265.84	\$22,860.88			
 GC-Mobilization Crew (1.00 EACH/DY, 7.00 DY)	7.00	EACH	\$3,265.84	\$22,860.88			
 Mobe Appurtenances	5.00	UNIT	\$1,632.92	\$8,164.60			
 GC-Mobilization Crew (2.00 EACH/DY, 2.50 DY)	5.00	EACH	\$1,632.92	\$8,164.60			
 Demobe Mobe Large Pipe	59,060.00	UNIT	\$2.05	\$120,836.08			
 GC-Mobilization Crew (1,596.22 EACH/DY, 37.00 DY)	59,060.00	EACH	\$2.05	\$120,836.08			
 Demobe Pumps	7.00	EACH	\$3,265.84	\$22,860.88			
 GC-Mobilization Crew (1.00 EACH/DY, 7.00 DY)	7.00	EACH	\$3,265.84	\$22,860.88			
 Mobe Appurtenances	5.00	UNIT	\$1,632.92	\$8,164.60			
 GC-Mobilization Crew (2.00 EACH/DY, 2.50 DY)	5.00	EACH	\$1,632.92	\$8,164.60			





















Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 13 - 66-Inch Bypass Setup & Teardown continued)</i>							
 Set-Up 66-inch Bypass Pump Station	1.00	EACH	\$348,007.23	\$348,007.23			
 Cut Coupons	2.00	EACH	\$2,800.00	\$5,600.00			
 Repair T-Lock Coupons (Sonco Construction, Inc.)	2.00	EACH	\$11,000.00	\$22,000.00			
 Setup Pumps	7.00	EACH	\$9,252.25	\$64,765.76			
 Crane To Setup Pumps	2.00	DY	\$5,600.00	\$11,200.00			
 RH-Bypass Sewer Setup Crew (0.50 EACH/DY, 14.00 DY)	7.00	EACH	\$7,223.68	\$50,565.76			
 Cribbing For Piping	1.00	EACH	\$3,000.00	\$3,000.00			
 Excavation To Stockpile ADOT For Pumps	1.00	EACH	\$85,702.40	\$85,702.40			
 RH-Excavation Subcut & Suction Pits (0.10 DY/DY, 10.00 DY)	1.00	DY	\$75,442.40	\$75,442.40			
 Trucking (4.75 DY, 2.00 Trucks, 1.00 LOAD/HR)	38.00	LOAD	\$270.00	\$10,260.00			
 Backfill And Grade ADOT Post Bypass	1.00	EACH	\$60,617.52	\$60,617.52			
 Embank Subcut To Original Dimensions (0.11 EACH/DY, 9.00 DY)	1.00	EACH	\$60,617.52	\$60,617.52			
 Pour Concrete In Suction Pit	2.00	EACH	\$4,177.58	\$8,355.16			
 SL-Manhole Non-Coated 7ft Diameter Appurtenance Crew (1.00 EACH/DY, 2.00 DY)	2.00	EACH	\$2,944.88	\$5,889.76			
 Ready Mix Concrete - MAG C 2000	16.80	CY	\$146.75	\$2,465.40			
 Excavation And Backfill Suction Pits	2.00	EACH	\$50,483.20	\$100,966.39			
 Excavate Suction Pits (0.33 EACH/DY, 6.00 DY)	2.00	EACH	\$19,782.96	\$39,565.92			
 Ready Mix - Slurry ABC Slurry 1/2 Sack	231.00	CY	\$109.00	\$25,179.00			
 Backfill Pits Remove CMP (0.67 EACH/DY, 3.00 DY)	2.00	EACH	\$5,696.40	\$11,392.80			
 Buy CMP 10'	2.00	EACH	\$4,560.92	\$9,121.84			
 GC-Combo Hydro Truck Crew (0.67 EACH/DY, 3.00 DY)	2.00	EACH	\$4,058.42	\$8,116.83			
 Trucking (4.00 DY, 1.38 Trucks, 0.69 LOAD/HR)	22.00	LOAD	\$270.00	\$5,940.00			
 Dump Fee - Dirt	22.00	LOAD	\$75.00	\$1,650.00			
 Fuse Pipe For 66" Bypass	59,060.00	LF	\$10.85	\$640,750.17			
 24" Fusion	26,184.00	LF	\$10.10	\$264,465.38			
 RH-Bypass Fusion 18in< Crew (600.00 LF/DY, 43.64 DY)	26,184.00	LF	\$10.10	\$264,465.38			
 18-inch Fusion	32,875.00	LF	\$5.91	\$194,205.78			
 RH-Bypass Fusion 12-18in Crew (800.00 LF/DY, 41.09 DY)	32,875.00	LF	\$5.91	\$194,205.78			
 24" Misc. Fusion	42.00	EACH	\$1,151.74	\$48,373.25			
 RH-Bypass Fusion 24in< Crew (5.00 EACH/DY, 8.40 DY)	42.00	EACH	\$1,151.74	\$48,373.25			
 18-inch Misc Fusion	25.00	EACH	\$595.60	\$14,890.00			
 RH-Bypass Fusion 12-18in Crew (8.00 EACH/DY, 3.13 DY)	25.00	EACH	\$595.60	\$14,890.00			
 Testing	59,060.00	LF	\$0.66	\$38,758.80			
 GC-Chlorine & Pressure Test Crew (3,937.33 LF/DY, 15.00 DY)	59,060.00	LF	\$0.66	\$38,758.80			
 Crossing Delays	5.00	EACH	\$16,011.39	\$80,056.96			
 RH-Bypass Fusion 12-18in Crew (0.42 EACH/DY, 12.00 DY)	5.00	EACH	\$11,435.52	\$57,177.60			
 RH-Bypass Fusion 24in< Crew (1.25 EACH/DY, 4.00 DY)	5.00	EACH	\$4,575.87	\$22,879.36			
 Price Junction Structure Bypass Tie In	1.00	EACH	\$16,314.68	\$16,314.68			
 WL-DIP CL 50 24in Art Extra Large Diameter Crew (0.50 EACH/DY, 2.00 DY)	1.00	EACH	\$10,824.96	\$10,824.96			
 Buy Tie In Fitting	1.00	EACH	\$5,489.72	\$5,489.72			
 Remove Bypass Pump Station	1.00	EACH	\$46,652.48	\$46,652.48			
 RH-Bypass Sewer Takedown Crew (0.14 DY/DY, 7.00 DY)	1.00	DY	\$29,852.48	\$29,852.48			
 Crane To Remove Pumps / Pipe	3.00	EACH	\$5,600.00	\$16,800.00			
 Remove 66" Pipe	59,060.00	LF	\$3.29	\$194,096.06			
 RH-Bypass Sewer Takedown Crew (1,968.67 LF/DY, 30.00 DY)	59,060.00	LF	\$2.30	\$136,096.80			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
(Item 13 - 66-Inch Bypass Setup & Teardown continued)							
 Flush Pipe & Pigging Crew	59,060.00	LF	\$0.98	\$57,999.26			
 Flushing & Pigging Crew (4,921.67 EACH/DY, 12.00 DY)	59,060.00	EACH	\$0.96	\$56,499.26			
 Chlorine And Dechlorine	1.00	EACH	\$1,500.00	\$1,500.00			
 Remove And Reinstall Price Junction Structure Piping	1.00	EACH	\$31,261.28	\$31,261.28			
 WL-DIP CL 50 24in Art Extra Large Diameter Crew (0.25 EACH/DY, 4.00 DY)	1.00	EACH	\$21,761.28	\$21,761.28			
 New Extended Range Coupler/Gaskets/Bolt Pack Backer Rings	1.00	EACH	\$9,500.00	\$9,500.00			
 Remove And Replace Discharge Manhole	1.00	EACH	\$19,003.36	\$19,003.36			
 RH-Bypass Sewer Setup Crew (0.33 EACH/DY, 3.00 DY)	1.00	EACH	\$18,453.36	\$18,453.36			
 Buy Manhole Section	1.00	EACH	\$550.00	\$550.00			
 SRP Emergency Flush Piping	1.00	LS	\$34,619.18	\$34,619.18			
 Tie Into 8-inch Main With Valve	1.00	EACH	\$13,711.33	\$13,711.33			
 WL-DIP PC 350 8in Raw Medium Diameter Crew (1.00 EACH/DY, 1.00 DY)	1.00	EACH	\$5,101.92	\$5,101.92			
 SRP Flushing Station Piping Assembly	1.00	EACH	\$8,609.41	\$8,609.41			
 Remove Temp Line And Cap	1.00	EACH	\$5,338.42	\$5,338.42			
 WL-DIP PC 350 8in Raw Medium Diameter Crew (1.00 EACH/DY, 1.00 DY)	1.00	EACH	\$5,101.92	\$5,101.92			
 Aggregate - ABC MAG Spec	11.00	TON	\$21.50	\$236.50			
 Set Up / Test / Remove Temp Line	1.00	LS	\$5,239.20	\$5,239.20			
 RH-Bypass Fusion <12in Crew (0.67 LS/DY, 1.50 DY)	1.00	LS	\$5,239.20	\$5,239.20			
 Rental During Bypass	167.00	DY	\$61.86	\$10,330.23			
 14 - 66-inch Bypass Operation	176.00	DY	\$32,600.31	\$5,737,654.24	\$32,612.04	\$5,739,719.04	0.04%
 Rental Equipment And Fuel	176.00	DY	\$27,479.18	\$4,836,335.36			
 Spill Kits	2.00	EACH	\$850.00	\$1,700.00			
 Pump Watch And Equipment	176.00	DY	\$5,121.13	\$901,318.88			
 Dumpster Service	176.00	DY	\$22.73	\$4,000.48			
 15 - 36-inch Bypass Pump Station Setup And Removal	3.00	EACH	\$12,583.20	\$37,749.60	\$12,587.73	\$37,763.19	0.04%
 Unload / Load Materials	2.00	DY	\$1,950.16	\$3,900.32			
 Setup Pumps	3.00	EACH	\$2,394.51	\$7,183.52			
 RH-Bypass Sewer Setup Crew (1.50 EACH/DY, 2.00 DY)	3.00	EACH	\$2,394.51	\$7,183.52			
 18-inch Fusion	400.00	LF	\$5.96	\$2,382.40			
 RH-Bypass Fusion 12-18in Crew (800.00 LF/DY, 0.50 DY)	400.00	LF	\$5.96	\$2,382.40			
 Testing	3.00	EACH	\$309.63	\$928.88			
 GC-Chlorine & Pressure Test Crew (12.00 EACH/DY, 0.25 DY)	3.00	EACH	\$309.63	\$928.88			
 Remove Bypass Pump Station	3.00	EACH	\$2,891.84	\$8,675.52			
 RH-Bypass Sewer Takedown Crew (1.50 EACH/DY, 2.00 DY)	3.00	EACH	\$2,891.84	\$8,675.52			
 18-inch Misc Fusion	10.00	EACH	\$476.48	\$4,764.80			
 RH-Bypass Fusion 12-18in Crew (10.00 EACH/DY, 1.00 DY)	10.00	EACH	\$476.48	\$4,764.80			
 Mobilization / Demobe	3.00	UNIT	\$3,304.72	\$9,914.16			
 Mobe Pumps	3.00	EACH	\$1,101.57	\$3,304.72			
 GC-Mobilization Crew (3.00 EACH/DY, 1.00 DY)	3.00	EACH	\$1,101.57	\$3,304.72			
 Mobe Pipe And Appurtenance	3.00	EACH	\$550.79	\$1,652.36			
 GC-Mobilization Crew (6.00 EACH/DY, 0.50 DY)	3.00	EACH	\$550.79	\$1,652.36			
 DeMobe Pumps	3.00	EACH	\$1,101.57	\$3,304.72			
 GC-Mobilization Crew (3.00 EACH/DY, 1.00 DY)	3.00	EACH	\$1,101.57	\$3,304.72			
 DeMobe Pipe And Appurtenance	3.00	EACH	\$550.79	\$1,652.36			
 GC-Mobilization Crew (6.00 EACH/DY, 0.50 DY)	3.00	EACH	\$550.79	\$1,652.36			
 16 - 36-inch Bypass Rental And Operation	108.00	DY	\$4,882.59	\$527,320.16	\$4,884.35	\$527,509.80	0.04%

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 16 - 36-inch Bypass Rental And Operation continued)</i>							
 Equipment And Fuel	108.00	DY	\$1,780.91	\$192,338.72			
 Bypass Equipment	108.00	DY	\$1,780.91	\$192,338.72			
 Spill Kit	1.00	EACH	\$850.00	\$850.00			
 Pump Watch	108.00	DY	\$3,101.68	\$334,981.44			
 RH-Bypass Sewer Pump Watch Crew (1.00 DY/DY, 108.00 DY)	108.00	DY	\$3,101.68	\$334,981.44			
 17 - Lateral Bypass Install And Removal	10.00	EACH	\$37,295.15	\$372,951.53	\$37,308.57	\$373,085.70	0.04%
 Setup Up	10.00	EACH	\$18,329.64	\$183,296.40			
 Fuse Lateral Bypass	5,400.00	LF	\$12.70	\$68,558.40			
 RH-Bypass Sewer Setup Crew (300.00 LF/DY, 18.00 DY)	5,400.00	LF	\$12.70	\$68,558.40			
 Setup Pump Station	10.00	EACH	\$6,583.20	\$65,832.00			
 RH-Bypass Sewer Setup Crew (0.50 EACH/DY, 20.00 DY)	10.00	EACH	\$6,583.20	\$65,832.00			
 Set Plugs / Level Sensors	10.00	EACH	\$2,215.24	\$22,152.40			
 Set Level Sensor (1.00 EACH/DY, 10.00 DY)	10.00	EACH	\$2,215.24	\$22,152.40			
 Test Lateral Pipe	10.00	EACH	\$2,675.36	\$26,753.60			
 GC-Chlorine & Pressure Test Crew (1.00 EACH/DY, 10.00 DY)	10.00	EACH	\$2,675.36	\$26,753.60			
 Teardown	10.00	EACH	\$12,356.07	\$123,560.73			
 RH-Bypass Sewer Takedown Crew (0.50 EACH/DY, 20.00 DY)	10.00	EACH	\$7,843.36	\$78,433.60			
 Remove Plugs / Level Sensors	10.00	EACH	\$1,208.31	\$12,083.13			
 RH-Bypass Sewer Pump Watch Crew (1.83 EACH/DY, 5.45 DY)	10.00	EACH	\$1,208.31	\$12,083.13			
 Flush Lateral Pipe	10.00	EACH	\$3,304.40	\$33,044.00			
 GC-Chlorine & Pressure Test Crew (1.00 EACH/DY, 10.00 DY)	10.00	EACH	\$3,304.40	\$33,044.00			
 Mobe	10.00	EACH	\$3,304.72	\$33,047.20			
 GC-Mobilization Crew (1.00 EACH/DY, 10.00 DY)	10.00	EACH	\$3,304.72	\$33,047.20			
 DeMobe	10.00	EACH	\$3,304.72	\$33,047.20			
 GC-Mobilization Crew (1.00 EACH/DY, 10.00 DY)	10.00	EACH	\$3,304.72	\$33,047.20			
 18 - Lateral Bypass Operation	176.00	DY	\$7,125.23	\$1,254,040.86	\$7,127.80	\$1,254,492.80	0.04%
 Pump And Equipment Rental	176.00	DY	\$3,631.63	\$639,167.26			
 Fuel	176.00	DY	\$594.00	\$104,544.00			
 Pump Watch And Equipment	176.00	DY	\$3,493.60	\$614,873.60			
 RH-Bypass Sewer Pump Watch Crew (1.00 DY/DY, 176.00 DY)	176.00	DY	\$3,493.60	\$614,873.60			
 19 - Clear And Grub For Bypass Piping On SRP / Wells Fargo	1,900.00	LF	\$30.62	\$58,184.88	\$30.63	\$58,197.00	0.02%
 GC-Clear And Grub (150.00 LF/DY, 12.67 DY)	1,900.00	LF	\$29.76	\$56,534.88			
 Dump Fees - Vegetation	22.00	EACH	\$75.00	\$1,650.00			
 20 - Bypass Trenching & Removal And Restoration	7,656.00	LF	\$412.90	\$3,161,150.41	\$413.05	\$3,162,310.80	0.04%
 Trenching	5,500.00	LF	\$193.87	\$1,066,260.00			
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (100.00 LF/DY, 55.00 DY)	5,500.00	LF	\$94.26	\$518,436.60			
 Ready Mix - Slurry Sand Slurry 1/2 Sack	3,229.80	CY	\$109.00	\$352,048.20			
 Dump Fees	484.00	UNIT	\$83.06	\$40,200.00			
 Dump Fee - Asphalt	156.00	LOAD	\$100.00	\$15,600.00			
 Dump Fee - Dirt	328.00	LOAD	\$75.00	\$24,600.00			
 Trucking (21.19 DY, 5.71 Trucks, 2.86 LOAD/HR)	484.00	LOAD	\$270.00	\$130,680.00			
 CP-Sawcutting Small Crew (900.00 LF/DY, 12.22 DY)	11,000.00	LF	\$2.26	\$24,895.20			
 Backfill	5,500.00	LF	\$148.34	\$815,891.17			
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (100.00 LF/DY, 55.00 DY)	5,500.00	LF	\$97.44	\$535,904.60			
 Aggregate - ABC MAG Spec	6,405.30	TON	\$21.50	\$137,713.95			
 CP-Sawcutting Large Crew (900.00 LF/DY, 12.22 DY)	11,000.00	LF	\$5.62	\$61,792.62			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 20 - Bypass Trenching & Removal And Restoration continued)</i>							
 Dump Fees	229.00	UNIT	\$81.44	\$18,650.00			
 Dump Fee - Asphalt	68.00	LOAD	\$100.00	\$6,800.00			
 Dump Fee - Dirt	158.00	LOAD	\$75.00	\$11,850.00			
 Trucking (21.19 DY, 2.70 Trucks, 1.35 LOAD/HR)	229.00	LOAD	\$270.00	\$61,830.00			
 Temporary Patch On Main Bypass Trench	9,083.00	SY	\$24.00	\$217,992.00			
 Main Bypass Trench Permanent Patch	9,083.00	SY	\$57.12	\$518,820.96			
 Lateral Bypass Trenching	2,156.00	LF	\$108.07	\$232,988.98			
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (97.50 LF/DY, 22.11 DY)	2,156.00	LF	\$90.09	\$194,236.36			
 Aggregate - ABC MAG Spec	481.80	TON	\$21.50	\$10,358.70			
 Dump Fees	33.00	LOAD	\$294.70	\$9,725.00			
 Dump Fee - Asphalt [8]	10.00	LOAD	\$100.00	\$8,000.00			
 Dump Fee - Dirt	23.00	LOAD	\$75.00	\$1,725.00			
 Trucking (5.63 DY, 1.47 Trucks, 0.73 LOAD/HR)	33.00	LOAD	\$270.00	\$8,910.00			
 CP-Sawcutting Small Crew (900.00 LF/DY, 4.79 DY)	4,312.00	LF	\$2.26	\$9,758.92			
 Lateral Bypass Backfill	2,156.00	LF	\$53.11	\$114,513.59			
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (200.00 LF/DY, 10.78 DY)	2,156.00	LF	\$28.27	\$60,947.96			
 Ready Mix - Slurry Sand Slurry 1/2 Sack	294.00	CY	\$109.00	\$32,046.00			
 CP-Sawcutting Small Crew (900.00 LF/DY, 4.79 DY)	4,312.00	LF	\$3.35	\$14,444.63			
 Dump Fees	20.00	LOAD	\$83.75	\$1,675.00			
 Dump Fee - Asphalt	7.00	LOAD	\$100.00	\$700.00			
 Dump Fee - Dirt	13.00	LOAD	\$75.00	\$975.00			
 Trucking (21.19 DY, 0.24 Trucks, 0.12 LOAD/HR)	20.00	LOAD	\$270.00	\$5,400.00			
 Adjustment	11.00	EACH	\$1,689.16	\$18,580.71			
 SL-Manhole Coated Adjust Appurtenance Crew (3.00 EACH/DY, 3.67 DY)	11.00	EACH	\$1,188.91	\$13,077.97			
 Ready Mix Concrete - MAG AA 4000	11.55	CY	\$160.41	\$1,852.74			
 Adjustment Rings	11.00	EACH	\$250.00	\$2,750.00			
 Concrete - Short Load Fee	4.00	EACH	\$225.00	\$900.00			
 Lateral Bypass Temp Pavement	1,151.00	SY	\$71.00	\$81,721.00			
 Lateral Bypass Permanent Pavement Patch	1,151.00	SY	\$82.00	\$94,382.00			
 21 - Excavation For Bypass Outside Of Roadway	1,200.00	LF	\$92.48	\$110,979.52	\$92.52	\$111,024.00	0.04%
 Trenching	1,200.00	LF	\$43.94	\$52,727.04			
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (150.00 LF/DY, 8.00 DY)	1,200.00	LF	\$43.94	\$52,727.04			
 Backfill	1,200.00	LF	\$46.04	\$55,252.48			
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (150.00 LF/DY, 8.00 DY)	1,200.00	LF	\$46.04	\$55,252.48			
 Irrigation Canal Bridge	1.00	EACH	\$3,000.00	\$3,000.00			
 22 - Remove Bollards	4.00	EACH	\$645.94	\$2,583.76	\$646.17	\$2,584.68	0.04%
 CP-Bollard 6in Crew (4.00 EACH/DY, 1.00 DY)	4.00	EACH	\$645.94	\$2,583.76			
 23 - Remove And Replace Bollards	4.00	EACH	\$2,407.08	\$9,628.32	\$2,407.95	\$9,631.80	0.04%
 CP-Bollard 6in Crew (2.00 EACH/DY, 2.00 DY)	4.00	EACH	\$1,453.00	\$5,812.00			
 Ready Mix Concrete - MAG A 3000	4.00	CY	\$154.08	\$616.32			
 Bollard - Bollard 6in	4.00	EACH	\$800.00	\$3,200.00			
 24 - Furnish And Install 66" New Junction Structure	1.00	EACH	\$1,133,498.38	\$1,133,498.38	\$1,133,906.17	\$1,133,906.17	0.04%
 Excavation And Backfill Of Structure	1.00	EACH	\$301,434.00	\$301,434.00			
 SL-PVC SDR 35 60in< Res Extra Large Diameter Crew (0.04 EACH/DY, 25.00 DY)	1.00	EACH	\$301,434.00	\$301,434.00			
 Pipe Collar Connections	3.00	EACH	\$7,595.66	\$22,786.99			
 SD-Collar 60in Crew (0.86 EACH/DY, 3.50 DY)	3.00	EACH	\$6,491.89	\$19,475.68			
 Formwork And Supplies	1.00	LS	\$1,000.00	\$1,000.00			
 Ready Mix Concrete - MAG C 2000	15.75	CY	\$146.75	\$2,311.31			
 Soft Dig Corners / Pipe	10.00	DY	\$2,772.70	\$27,727.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
(Item 24 - Furnish And Install 66" New Junction Structure continued)							
 GC-Combo Hydro Truck Crew (1.00 DY/DY, 10.00 DY)	10.00	DY	\$2,772.70	\$27,727.00			
 Shoring Rental	1.00	EACH	\$61,724.00	\$61,724.00			
 Ready Mix - Slurry ABC Slurry 1/2 Sack	446.25	CY	\$109.00	\$48,641.25			
 Buy Structure	1.00	EACH	\$554,795.00	\$554,795.00			
 Saw Cut Pipe	2.00	EACH	\$1,500.00	\$3,000.00			
 Aggregate - ABC MAG Spec	63.80	TON	\$21.50	\$1,371.70			
 Buy Pipe Materials	80.00	LF	\$609.64	\$48,771.20			
 Trucking (6.25 DY, 2.40 Trucks, 1.20 EACH/HR)	60.00	EACH	\$270.00	\$16,200.00			
 Dump Fees	65.00	EACH	\$76.92	\$5,000.00			
 Dump Fee - Concrete	5.00	LOAD	\$100.00	\$500.00			
 Dump Fee - Dirt	60.00	LOAD	\$75.00	\$4,500.00			
 Crane	1.00	EACH	\$25,938.00	\$25,938.00			
 Testing Structure	1.00	EACH	\$12,389.74	\$12,389.74			
 Manhole Testing (0.67 EACH/DY, 1.50 DY)	1.00	EACH	\$10,339.74	\$10,339.74			
 Grout Exterior Joint	100.00	EACH	\$20.50	\$2,050.00			
 66-inch Pipe Plug For Future Line	1.00	EACH	\$3,719.49	\$3,719.49			
 SD-Cut & Plug Extra Large Diameter Crew (3.00 EACH/DY, 0.33 DY)	1.00	EACH	\$2,959.49	\$2,959.49			
 Cement - Concrete Mix 60#	50.00	BAG	\$10.00	\$500.00			
 Block	65.00	EACH	\$4.00	\$260.00			
 25 - Furnish & Install Of OWRF Manhole	1.00	EACH	\$658,878.86	\$658,878.86	\$659,115.90	\$659,115.90	0.04%
 Confined Space Support	11.00	DY	\$826.44	\$9,090.84			
 Buy Pipe	20.00	LF	\$609.64	\$12,192.80			
 Materials	1.00	EACH	\$230,853.70	\$230,853.70			
 Aggregate - ABC MAG Spec	52.80	TON	\$21.50	\$1,135.20			
 Ready Mix - Slurry ABC Slurry	661.50	CY	\$109.00	\$72,103.50			
 Buy Structure	1.00	EACH	\$157,615.00	\$157,615.00			
 Shoring	1.00	EACH	\$60,816.00	\$60,816.00			
 Hydro Excavate Pipe	830.00	CY	\$313.00	\$259,789.76			
 Hydro Excavate	830.00	CY	\$313.00	\$259,789.76			
 GC-Combo Hydro Truck Crew (25.94 CY/DY, 32.00 DY)	830.00	CY	\$214.78	\$178,270.08			
 Set Slide Rail (37.73 EACH/DY, 22.00 DY)	830.00	EACH	\$98.22	\$81,519.68			
 Set Structure	1.00	EACH	\$15,048.00	\$15,048.00			
 Demo Existing Structure	1.00	EACH	\$42,755.20	\$42,755.20			
 Demo Existing Structure (0.20 EACH/DY, 5.00 DY)	1.00	EACH	\$42,755.20	\$42,755.20			
 Install Pipe Collars	3.00	EACH	\$4,952.32	\$14,856.96			
 Install Pipe Collar 36" & 66" Pipe (0.75 EACH/DY, 4.00 DY)	3.00	EACH	\$4,952.32	\$14,856.96			
 Stacking Out Structure	1.00	EACH	\$6,668.00	\$6,668.00			
 Stack Structure (1.00 EACH/DY, 1.00 DY)	1.00	EACH	\$6,668.00	\$6,668.00			
 Testing Structure	1.00	EACH	\$3,097.60	\$3,097.60			
 Manhole Testing (2.00 EACH/DY, 0.50 DY)	1.00	EACH	\$3,097.60	\$3,097.60			
 Buy 36-inch PVC	14.00	LF	\$265.00	\$3,710.00			
 26 - Abandon OWRF Pump Back Station	2.00	EACH	\$45,234.13	\$90,468.27	\$45,250.41	\$90,500.82	0.04%
 Demo Existing Structure	2.00	EACH	\$40,378.75	\$80,757.49			
 Demo Existing Structure (0.33 EACH/DY, 6.00 DY)	2.00	EACH	\$25,653.12	\$51,306.24			
 Trucking (2.00 DY, 1.25 Trucks, 0.13 EACH/HR)	2.00	EACH	\$1,350.00	\$2,700.00			
 Dump Fee - Concrete	10.00	LOAD	\$100.00	\$1,000.00			
 Ready Mix - Slurry ABC Slurry 1/2 Sack	236.25	CY	\$109.00	\$25,751.25			
 Saw Cut Structure	2.00	EACH	\$3,000.00	\$6,000.00			
 Plug Drain	1.00	EACH	\$3,710.78	\$3,710.78			
 Demo Existing Structure (1.00 EACH/DY, 1.00 DY)	1.00	EACH	\$2,177.60	\$2,177.60			
 Ready Mix Concrete - MAG C 2000	2.10	CY	\$146.75	\$308.18			
 Block For Plugs	100.00	BAG	\$10.00	\$1,000.00			
 Concrete - Short Load Fee	1.00	EACH	\$225.00	\$225.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<i>(Item 27 - Abandon Manhole continued)</i>							
27 - Abandon Manhole	2.00	EACH	\$13,322.68	\$26,645.36	\$13,327.47	\$26,654.94	0.04%
 Abandon Manhole (0.50 EACH/DY, 4.00 DY)	2.00	EACH	\$8,186.88	\$16,373.76			
 Ready Mix - Slurry ABC Slurry 1/2 Sack	92.40	CY	\$109.00	\$10,071.60			
 Dump Fee - Concrete	2.00	LOAD	\$100.00	\$200.00			
28 - General Conditions	15.00	MO	\$109,996.84	\$1,649,952.60	\$109,997.00	\$1,649,955.00	0.00%
 Office Rental	12.00	MO	\$3,250.00	\$39,000.00			
 Office Trailer Rental	12.00	MO	\$3,250.00	\$39,000.00			
 Job Office Expense	12.00	MO	\$500.00	\$6,000.00			
 Office Power	12.00	MO	\$500.00	\$6,000.00			
 ST&S	73,769.00	MH	\$3.00	\$221,307.00			
 Software / Hardware / Devices	15.00	MO	\$250.00	\$3,750.00			
 Water And Ice	15.00	MO	\$1,000.00	\$15,000.00			
 Site Security	15.00	MO	\$3,000.00	\$45,000.00			
 Project Supervision(Full Time Project Super / 1/2 Time Bypass Super)	22.50	MO	\$23,272.48	\$523,630.80			
 JI-Project Superintendent Crew (22.00 DY/MO, 495.00 DY)	22.50	MO	\$23,272.48	\$523,630.80			
 Project Management	15.00	MO	\$25,831.52	\$387,472.80			
 JI-Project Manager Crew (22.00 DY/MO, 330.00 DY)	15.00	MO	\$25,831.52	\$387,472.80			
 Project Engineer	15.00	MO	\$19,852.80	\$297,792.00			
 JI-Project Engineer Crew (22.00 DY/MO, 330.00 DY)	15.00	MO	\$19,852.80	\$297,792.00			
 Builder Risk Insurance	1.00	EACH	\$84,000.00	\$84,000.00			
 Dumpster Service	12.00	MO	\$500.00	\$6,000.00			
 Portable Restrooms	15.00	MO	\$1,000.00	\$15,000.00			



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 License: ROC-089744 A General Contracting












































ROC-111282 B-04 General Engineering













































Work Order













































Project Name:	WW2302.401 - Price Road 66-inch Rehabilitation GMP Rev1	Customer:	City of Chandler
Job Number:	24-3001-01	Bid Number:	WW2302.401
Bid As:	B&F Contracting, Inc.	Billing Address:	Mail Stop 407, P.O. Box 4008 Chandler, AZ 85244 USA
Estimator:	Joshua Onstott	Phone:	480-782-3310
Project Address:	Price Road South Of 202 To South Of Queen Creek Road, Chandler, AZ	Contact:	Raymond Potts
Completion Date:	1/24/2025		













































Pay Items












































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
1 - Mobilization And Demobilization			1.00	LS	\$847,120.34
Mobilize Equipment			58.00	EACH	\$1,384.96
GC-Mobilization Crew (1.00 EACH/DY, 58.00 DY, 8.00 HR/DY)			58.00	EACH	\$1,384.96
Transport Truck			464.00	HR	\$83.31
Transport Trailer - 48 FT			464.00	HR	\$34.31
Truck Driver			464.00	HR	\$55.50
3rd Party / B&F Utility Locating (New Manhole 3 Each In Roadway)			40.00	EACH	\$1,200.00
Yard Setup And Takedown			5.00	DY	\$2,743.87
GC-Site/Yard Setup & Takedown Crew (1.25 DY/DY, 4.00 DY, 8.00 HR/DY)			5.00	DY	\$2,743.87
Truck - Crew			32.00	HR	\$42.25
Backhoe - Light			32.00	HR	\$73.58
Water Truck - 2000 Gal			32.00	HR	\$51.00
Foreman			32.00	HR	\$74.73
Operator: Small Equipment			32.00	HR	\$50.31
Pipelayer			32.00	HR	\$46.41
Laborer			32.00	HR	\$40.28
Water Truck Driver			32.00	HR	\$50.17
CIPP Mobe			1.00	EACH	\$300,000.00
Office Startup / Establishment			1.00	EACH	\$22,300.00
Internet			12.00	MO	\$300.00
Furniture			12.00	MO	\$800.00
Water Connection			1.00	EACH	\$2,500.00
Connex			12.00	MO	\$550.00
Asphalt Milling And Plating And Restoration Of Yard			825.00	TON	\$52.46
GC-Site/Yard Setup & Takedown Crew (82.50 TON/DY, 10.00 DY, 8.00 HR/DY)			825.00	TON	\$41.13
Truck - Crew			80.00	HR	\$42.25
Backhoe - Light			80.00	HR	\$73.58













































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
(Item 1 - Mobilization And Demobilization continued)					
 Water Truck - 2000 Gal			80.00	HR	\$51.00
 Foreman			80.00	HR	\$70.14
 Operator: Small Equipment			80.00	HR	\$50.31
 Pipelayer			80.00	HR	\$46.41
 Laborer			80.00	HR	\$40.28
 Water Truck Driver			80.00	HR	\$50.17
 Milling			850.00	TON	\$11.00
 Yard Crew			15.00	MO	\$4,648.64
 GC-Site/Yard Setup & Takedown Crew (4.00 DY/MO, 60.00 DY, 8.00 HR/DY)			15.00	MO	\$4,648.64
 Operator: Small Equipment			480.00	HR	\$50.31
 Wheel Loader - 40k LB			480.00	HR	\$94.96
 Main Trenching Asphalt Mobe First (Paveco)			1.00	EACH	\$8,000.00
 Asphalt Mobe 15' Trench Patch (Paveco) (Paveco)			3.00	EACH	\$7,500.00
 Water Meters			11.00	EACH	\$2,400.00
 Polymer Junction OWRF Structure And Manhole 1			1.00	LS	\$119,400.00
 Project Signs			4.00	EACH	\$2,500.00
 Cold Mix			550.00	TON	\$151.75
 2 - SWPPP			15.00	MO	\$14,909.53
 SWPP Permit And Book			1.00	EACH	\$6,500.00
 Inspections			46.00	EACH	\$200.00
 Street Sweeping			15.00	MO	\$8,000.00
 SWPP Maintenance			15.00	MO	\$2,301.68
 SWPP Maintenance (1.00 DY/MO, 15.00 DY, 8.00 HR/DY)			15.00	MO	\$2,301.68
 Truck - Crew			120.00	HR	\$42.25
 Skip Loader - 1.3 CY			120.00	HR	\$84.73
 Foreman			120.00	HR	\$70.14
 Operator: Small Equipment			120.00	HR	\$50.31
 Laborer			120.00	HR	\$40.28
 Dust Maintenance Underbypass			6.00	MO	\$8,902.96
 Water Truck (11.00 DY/MO, 66.00 DY, 8.00 HR/DY)			6.00	MO	\$8,902.96
 Water Truck - 2000 Gal			528.00	HR	\$51.00
 Water Truck Driver			528.00	HR	\$50.17
 3 - Asphalt Demo And Patching (P1 Paving & Construction)			533.00	SY	\$103.65
 4 - Concrete Repairs			40.00	EACH	\$4,779.34
 CP-Concrete Curb & Gutter Crew (0.75 EACH/DY, 34.67 DY, 8.00 HR/DY)			26.00	EACH	\$4,105.92
 Truck - Crew			277.33	HR	\$42.25
 Box Trailer			277.33	HR	\$12.75
 Foreman			277.33	HR	\$70.14
 Concrete Finisher [2]			277.33	HR	\$47.81
 Operator: Small Equipment			277.33	HR	\$50.31
 Laborer			277.33	HR	\$40.28
 Backhoe - Light			277.33	HR	\$73.58
 CP-Concrete Sidewalk Crew (1.00 EACH/DY, 14.00 DY, 8.00 HR/DY)			14.00	EACH	\$3,079.44











































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost	
(Item 4 - Concrete Repairs continued)						
 Truck - Crew	135ZZ00002		112.00	HR	\$42.25	
 Backhoe - Light			112.00	HR	\$73.58	
 Foreman			112.00	HR	\$70.14	
 Operator: Small Equipment			112.00	HR	\$50.31	
 Laborer			112.00	HR	\$40.28	
 Concrete Finisher [2]			112.00	HR	\$47.81	
 Flatbed Trailer			112.00	HR	\$12.75	
 Ready Mix Concrete - MAG AA 4000			57.75	CY	\$160.41	
 Concrete - Short Load Fee			17.00	EACH	\$225.00	
 Concrete Forms, Oil, Cure,			1.00	LS	\$5,850.00	
 Sawcut And Removal			40.00	EACH	\$509.22	
 CP-Sawcutting Small Crew (4.00 EACH/DY, 10.00 DY, 8.00 HR/DY)			40.00	EACH	\$509.22	
 Truck - Crew			80.00	HR	\$42.25	
 Water Trailer - 500 Gal			80.00	HR	\$17.50	
 Walk Behind Saw - 44 HP			80.00	HR	\$44.16	
 Foreman			80.00	HR	\$70.14	
 Laborer [2]			80.00	HR	\$40.28	
 Washout			4.00	MO	\$500.00	
 5 - Furnish & Install 60-inch Manhole Installation Precast Manhole With 96-inch Base			16.00	EACH	\$195,163.55	
 Install 60" Manhole				16.00	EACH	\$185,560.55
 Hyrdo Excavate Around Pipe			16.00	EACH	\$10,152.64	
 GC-Combo Hydro Truck Crew (0.25 EACH/DY, 64.00 DY, 8.00 HR/DY)			16.00	EACH	\$10,152.64	
 Combo Truck Operator			512.00	HR	\$65.87	
 Combo Truck Assistant			512.00	HR	\$51.40	
 Hydro Excavation Vac Truck			512.00	HR	\$200.00	
 Cut Pipe			32.00	EACH	\$1,800.00	
 MH Adjustment			16.00	EACH	\$1,420.04	
 RH-Manhole Raised Crew (2.00 EACH/DY, 8.00 DY, 8.00 HR/DY)			16.00	EACH	\$1,420.04	
 Truck - Crew			64.00	HR	\$42.25	
 Backhoe - Light			64.00	HR	\$73.58	
 Flatbed Trailer			64.00	HR	\$12.75	
 Foreman			64.00	HR	\$77.15	
 Laborer [2]			64.00	HR	\$44.30	
 Operator: Large Equipment			64.00	HR	\$60.68	
 Excavate And Backfill Manhole			16.00	EACH	\$142,265.33	
 SL-Manhole Coated 7ft Diameter Appurtenance Crew (0.12 EACH/DY, 136.00 DY, 8.00 HR/DY)			16.00	EACH	\$94,063.72	
 Truck - Crew			1,088.00	HR	\$42.25	
 Dump Truck - 10 Wheel			1,088.00	HR	\$88.40	
 Water Truck - 4000 Gal			1,088.00	HR	\$82.31	
 Foreman			1,088.00	HR	\$81.83	
 Operator: Large Equipment [2]			1,088.00	HR	\$64.36	
 Pipelayer			1,088.00	HR	\$54.14	
 Laborer [2]			1,088.00	HR	\$46.99	
 Truck Driver			1,088.00	HR	\$58.53	














































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 5 - Furnish & Install 60-inch Manhole Installation Precast Manhole With 96-inch Base continued)</i>					
 Water Truck Driver			1,088.00	HR	\$58.53
 Shoring	90200000		136.00	DY	\$1,850.00
 Excavator - 110k LB			1,088.00	HR	\$226.58
 Telescoping Forklift - 12k LB			1,088.00	HR	\$148.32
 Hydraulic Hammer - 10k FT LB			1,088.00	HR	\$88.45
 Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		5,544.00	CY	\$109.00
 Aggregate - ABC MAG Spec	100AA00003		346.50	TON	\$21.50
 Trucking (1.00 DY, 110.00 Trucks, 55.00 EACH/HR)			440.00	EACH	\$270.00
 Dump Fee - Concrete	95040040		64.00	LOAD	\$195.00
 Dump Fee - Dirt			376.00	LOAD	\$75.00
 Testing Structure			16.00	EACH	\$2,861.42
 Manhole Testing (2.00 EACH/DY, 8.00 DY, 8.00 HR/DY)			16.00	EACH	\$2,861.42
 Truck - Crew			64.00	HR	\$42.25
 42" - 72" Pipe Plug [2]			64.00	HR	\$94.56
 Air Compressor - 185CFM			64.00	HR	\$29.85
 Backhoe - Light			64.00	HR	\$73.58
 Blower 24in - Trailer Mounted			64.00	HR	\$40.69
 Confined Space Equipment	90200000		8.00	DY	\$125.00
 Flatbed Trailer			64.00	HR	\$12.75
 Vacuum Trailer			64.00	HR	\$68.96
 Foreman			64.00	HR	\$81.83
 Laborer			64.00	HR	\$46.99
 Leadman			64.00	HR	\$55.01
 Operator: Small Equipment			64.00	HR	\$58.70
 Install Pipe Collars (2 Each Every Manhole)			16.00	EACH	\$11,334.77
 Install Pipe Collar 66" Pipe (0.31 EACH/DY, 51.43 DY, 8.00 HR/DY)			16.00	EACH	\$10,584.77
 Truck - Crew			411.43	HR	\$42.25
 Backhoe - Light			411.43	HR	\$73.58
 Foreman			411.43	HR	\$81.83
 Pipelayer [2]			411.43	HR	\$54.14
 Laborer			411.43	HR	\$46.99
 Operator: Small Equipment			411.43	HR	\$58.70
 Forms And Bar			16.00	EACH	\$750.00
 Buy Pipe 66-inch			16.00	EACH	\$12,192.86
 Ready Mix Concrete - MAG C 2000	135ZZ00005		189.00	CY	\$146.75
 Crane			16.00	EACH	\$9,603.00
 6 - Furnish & Install 60-inch Polymer Manhole With Cast In Place Bench			1.00	EACH	\$122,792.90
 Install 60" Manhole With CIP Based			1.00	EACH	\$122,792.90
 SL-Manhole Coated 7ft Diameter Appurtenance Crew (0.20 EACH/DY, 5.00 DY, 8.00 HR/DY)			1.00	EACH	\$43,086.40
 Truck - Crew			40.00	HR	\$42.25
 Backhoe - Light			40.00	HR	\$73.58
 Dump Truck - 10 Wheel			40.00	HR	\$88.40
 Water Truck - 4000 Gal			40.00	HR	\$82.31
 Foreman			40.00	HR	\$70.14













































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 6 - Furnish & Install 60-inch Polymer Manhole With Cast In Place Bench continued)</i>					
 Operator: Large Equipment [2]			40.00	HR	\$55.17
 Pipelayer			40.00	HR	\$46.41
 Laborer [2]			40.00	HR	\$40.28
 Truck Driver			40.00	HR	\$50.17
 Water Truck Driver			40.00	HR	\$50.17
 Shoring	90200000		5.00	DY	\$1,250.00
 Excavator - 110k LB			40.00	HR	\$226.58
 Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		168.00	CY	\$109.00
 Concrete Cast In Place Bench			1.00	EACH	\$32,409.48
 SD-Structures Headwall 72in Appurtenance Crew (0.25 EACH/DY, 4.00 DY, 8.00 HR/DY)			1.00	EACH	\$27,414.72
 Truck - Crew			32.00	HR	\$42.25
 Backhoe - Light			32.00	HR	\$73.58
 Foreman			32.00	HR	\$70.14
 Operator: Small Equipment			32.00	HR	\$50.31
 Pipelayer			32.00	HR	\$46.41
 Laborer			32.00	HR	\$40.28
 Concrete Finisher [2]			32.00	HR	\$47.87
 Operator: Large Equipment			32.00	HR	\$55.17
 Excavator - 110k LB			32.00	HR	\$226.58
 Shoring	90200000		4.00	DY	\$1,250.00
 Form / Rebar Cure			1.00	EACH	\$2,568.00
 Ready Mix Concrete - MAG A 3000	135ZZ00001		15.75	CY	\$154.08
 Hyrdo Excavate Around Pipe			1.00	EACH	\$5,411.22
 GC-Combo Hydro Truck Crew (0.50 EACH/DY, 2.00 DY, 8.00 HR/DY)			1.00	EACH	\$5,411.22
 Combo Truck			16.00	HR	\$200.00
 Combo Truck Operator			20.00	HR	\$62.11
 Combo Truck Assistant			20.00	HR	\$48.46
 Manhole Adjustment (2.00 EACH/DY, 0.50 DY, 8.00 HR/DY)			1.00	EACH	\$1,337.80
 Truck - Crew			4.00	HR	\$42.25
 Backhoe - Light			4.00	HR	\$73.58
 Flatbed Trailer			4.00	HR	\$12.75
 Foreman			4.00	HR	\$70.14
 Laborer [2]			4.00	HR	\$40.28
 Operator: Large Equipment			4.00	HR	\$55.17
 Manhole - Polymer Manhole - 60"			1.00	EACH	\$22,236.00
 7 - Heavy Cleaning Existing 66-inch Pipe			600.00	HR	\$591.27
 Heavy Cleaning			600.00	HR	\$575.69
 GC-Combo Hydro Truck Crew (8.00 HR/DY, 75.00 DY, 8.00 HR/DY)			600.00	HR	\$346.59
 Combo Truck			600.00	HR	\$200.00
 Combo Truck Operator			750.00	HR	\$65.87
 Combo Truck Assistant			750.00	HR	\$51.40
 GC-CCTV Crew (8.00 HR/DY, 75.00 DY, 8.00 HR/DY)			600.00	HR	\$229.10
 CCTV Truck			600.00	HR	\$130.00
 CCTV Technician			750.00	HR	\$79.28




















Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 7 - Heavy Cleaning Existing 66-inch Pipe continued)</i>					
 Dump Fees			22.00	EACH	\$425.00
 8 - Man Entry Cleaning Of 66-inch Sewer			12,867.00	LF	\$4.52
 Man Entry T-lock Removal			12,867.00	LF	\$4.52
 T-Lock Removal - No Grout Back (625.00 LF/DY, 20.59 DY, 8.00 HR/DY)			12,867.00	LF	\$4.52
 Truck - Crew			164.70	HR	\$42.25
 Foreman			164.70	HR	\$81.83
 Blower 24in - Trailer Mounted			164.70	HR	\$40.69
 Confined Space Equipment	90200000		20.59	DY	\$125.00
 Leadman			164.70	HR	\$55.01
 Laborer [2]			164.70	HR	\$46.99
 Dump Trailer			164.70	HR	\$24.00
 9 - Post-CIPP Pano Of 66-inch Sewer			12,867.00	LF	\$4.00
 Post Pano (Dukes Root Control)			12,867.00	LF	\$4.00
 10 - Post Cleaning / Pre CIPP CCTV Inspection Of 66-inch Pipe			12,867.00	LF	\$2.72
 GC-CCTV Crew (804.19 LF/DY, 16.00 DY, 8.00 HR/DY)			12,867.00	LF	\$2.72
 CCTV Truck			128.00	HR	\$180.00
 CCTV Technician			160.00	HR	\$74.75
 11 - Post Manhole Pano Video Inspection			19.00	EACH	\$250.00
 Inspection			19.00	EACH	\$250.00
 12 - CIPP Line 66-inch Sewer			12,867.00	LF	\$611.98
 CIPP			12,867.00	LF	\$589.00
 CIPP Support			12,867.00	LF	\$2.67
 RH-CIPP Lining Support Crew (512.00 EACH/DY, 25.13 DY, 8.00 HR/DY)			12,867.00	EACH	\$2.67
 Truck - Crew			201.05	HR	\$42.25
 Foreman			201.05	HR	\$81.83
 Laborer			201.05	HR	\$46.99
 Water Supply Trenching			600.00	LF	\$150.58
 Water Supply Trenching In Road (60.00 LF/DY, 10.00 DY, 8.00 HR/DY)			600.00	LF	\$131.20
 Truck - Crew			80.00	HR	\$42.25
 Backhoe - Light			80.00	HR	\$73.58
 Dump Truck - 10 Wheel			80.00	HR	\$88.40
 Water Truck - 4000 Gal			80.00	HR	\$82.31
 Foreman			80.00	HR	\$70.14
 Operator: Large Equipment [2]			80.00	HR	\$55.17
 Pipelayer			80.00	HR	\$46.41
 Laborer [2]			80.00	HR	\$40.28
 Truck Driver			80.00	HR	\$50.17
 Water Truck Driver			80.00	HR	\$50.17
 Skid Steer with Cold Planer			80.00	HR	\$109.28
 Plates [15]	90200000		10.00	DY	\$10.00
 Operator: Small Equipment			80.00	HR	\$50.31
 Excavator - 20k LB			80.00	HR	\$111.34
 Aggregate - ABC MAG Spec	100AA00003		66.00	TON	\$21.50






















Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 12 - CIPP Line 66-inch Sewer continued)</i>					
 Dump Fees			12.00	LOAD	\$670.83
 Dump Fee - Asphalt [8]			8.00	LOAD	\$100.00
 Dump Fee - Dirt			22.00	LOAD	\$75.00
 Trucking (5.63 DY, 0.36 Trucks, 0.18 LOAD/HR)			8.00	LOAD	\$270.00
 Water Supply Backfill			600.00	LF	\$56.10
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (120.00 LF/DY, 5.00 DY, 8.00 HR/DY)			600.00	LF	\$34.74
 Truck - Crew			40.00	HR	\$42.25
 Backhoe - Light			40.00	HR	\$73.58
 Foreman			40.00	HR	\$70.14
 Operator: Large Equipment			40.00	HR	\$55.17
 Laborer [2]			40.00	HR	\$40.28
 Truck Driver			40.00	HR	\$50.17
 Skid Steer with Cold Planer			40.00	HR	\$109.28
 Plates [32]	90200000		5.00	DY	\$10.00
 Ready Mix - Slurry Sand Slurry 1/2 Sack	135AB00001		35.70	CY	\$109.00
 CP-Sawcutting Small Crew (800.00 LF/DY, 1.50 DY, 8.00 HR/DY)			1,200.00	LF	\$3.57
 Truck - Crew			12.00	HR	\$42.25
 Water Trailer - 500 Gal			12.00	HR	\$17.50
 Walk Behind Saw - 44 HP			12.00	HR	\$44.16
 Dump Truck - 6 Wheel (Bobtail)			12.00	HR	\$52.01
 Foreman			12.00	HR	\$70.14
 Laborer [2]			12.00	HR	\$40.28
 Truck Driver			12.00	HR	\$50.17
 Dump Fees			12.00	LOAD	\$116.67
 Dump Fee - Asphalt			5.00	LOAD	\$100.00
 Dump Fee - Dirt			12.00	LOAD	\$75.00
 Trucking (21.19 DY, 0.14 Trucks, 0.07 LOAD/HR)			12.00	LOAD	\$270.00
 Water Supply Rental 6 Locations			1,250.00	LF	\$50.87
 Potable Water HDPE [1,250]			7.77	MO	\$3.00
 Construction Water Backflow Preventer [12]			7.77	MO	\$350.00
 Bypass Equipment - Fittings, Valves, Manifolds, Etc [12]			8.19	MO	\$18.75
 Water Supply Patching			333.00	SY	\$153.00
 Water Supply Permanent Pavement Patch			333.00	SY	\$82.00
 Water Supply Temp Pavement Patch			333.00	SY	\$71.00
 Water Supply Wedling			1,250.00	LF	\$18.23
 RH-Bypass Fusion <12in Crew (178.57 LF/DY, 7.00 DY, 8.00 HR/DY)			1,250.00	LF	\$18.23
 Truck - Crew			56.00	HR	\$42.25
 Fusion Machine 2-12in			56.00	HR	\$28.65
 Telescoping Forklift - 10k LB			56.00	HR	\$110.31
 Flatbed Trailer			56.00	HR	\$12.75
 Foreman			56.00	HR	\$70.14
 Operator: Small Equipment			56.00	HR	\$55.17
 Fuser Technician			56.00	HR	\$47.40
 Laborer			56.00	HR	\$40.28













































Description		Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
 13 - 66-Inch Bypass Setup & Teardown				7.00	EACH	\$230,223.81
 Mobilization / Demobe Bypass Equipment				1.00	EACH	\$280,862.24
 Mobe Large Pipe				59,060.00	UNIT	\$1.66
 GC-Mobilization Crew (1,968.67 LF/DY, 30.00 DY, 8.00 HR/DY)				59,060.00	LF	\$1.66
 Transport Truck				240.00	HR	\$83.31
 Transport Trailer - 48 FT				240.00	HR	\$34.31
 Truck Driver				240.00	HR	\$51.70
 Laborer				240.00	HR	\$40.28
 Telescoping Forklift - 12k LB				240.00	HR	\$148.32
 Operator: Small Equipment				240.00	HR	\$50.31
 Mobe Pumps				7.00	EACH	\$3,265.84
 GC-Mobilization Crew (1.00 EACH/DY, 7.00 DY, 8.00 HR/DY)				7.00	EACH	\$3,265.84
 Transport Truck				56.00	HR	\$83.31
 Transport Trailer - 48 FT				56.00	HR	\$34.31
 Truck Driver				56.00	HR	\$51.70
 Laborer				56.00	HR	\$40.28
 Telescoping Forklift - 12k LB				56.00	HR	\$148.32
 Operator: Small Equipment				56.00	HR	\$50.31
 Mobe Appurtenances				5.00	UNIT	\$1,632.92
 GC-Mobilization Crew (2.00 EACH/DY, 2.50 DY, 8.00 HR/DY)				5.00	EACH	\$1,632.92
 Transport Truck				20.00	HR	\$83.31
 Transport Trailer - 48 FT				20.00	HR	\$34.31
 Truck Driver				20.00	HR	\$51.70
 Laborer				20.00	HR	\$40.28
 Telescoping Forklift - 12k LB				20.00	HR	\$148.32
 Operator: Small Equipment				20.00	HR	\$50.31
 Demobe Mobe Large Pipe				59,060.00	UNIT	\$2.05
 GC-Mobilization Crew (1,596.22 EACH/DY, 37.00 DY, 8.00 HR/DY)				59,060.00	EACH	\$2.05
 Transport Truck				296.00	HR	\$83.31
 Transport Trailer - 48 FT				296.00	HR	\$34.31
 Truck Driver				296.00	HR	\$51.70
 Laborer				296.00	HR	\$40.28
 Telescoping Forklift - 12k LB				296.00	HR	\$148.32
 Operator: Small Equipment				296.00	HR	\$50.31
 Demobe Pumps				7.00	EACH	\$3,265.84
 GC-Mobilization Crew (1.00 EACH/DY, 7.00 DY, 8.00 HR/DY)				7.00	EACH	\$3,265.84
 Transport Truck				56.00	HR	\$83.31
 Transport Trailer - 48 FT				56.00	HR	\$34.31
 Truck Driver				56.00	HR	\$51.70
 Laborer				56.00	HR	\$40.28
 Telescoping Forklift - 12k LB				56.00	HR	\$148.32
 Operator: Small Equipment				56.00	HR	\$50.31
 Mobe Appurtenances				5.00	UNIT	\$1,632.92
 GC-Mobilization Crew (2.00 EACH/DY, 2.50 DY, 8.00 HR/DY)				5.00	EACH	\$1,632.92

Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 13 - 66-Inch Bypass Setup & Teardown continued)</i>					
 Transport Truck			20.00	HR	\$83.31
 Transport Trailer - 48 FT			20.00	HR	\$34.31
 Truck Driver			20.00	HR	\$51.70
 Laborer			20.00	HR	\$40.28
 Telescoping Forklift - 12k LB			20.00	HR	\$148.32
 Operator: Small Equipment			20.00	HR	\$50.31
 Set-Up 66-inch Bypass Pump Station			1.00	EACH	\$348,007.23
 Cut Coupons			2.00	EACH	\$2,800.00
 Repair T-Lock Coupons (Sonco Construction, Inc.)			2.00	EACH	\$11,000.00
 Setup Pumps			7.00	EACH	\$9,252.25
 Crane To Setup Pumps			2.00	DY	\$5,600.00
 RH-Bypass Sewer Setup Crew (0.50 EACH/DY, 14.00 DY, 8.00 HR/DY)			7.00	EACH	\$7,223.68
 Truck - Crew			112.00	HR	\$42.25
 Telescoping Forklift - 12k LB			112.00	HR	\$148.32
 Flatbed Trailer			112.00	HR	\$12.75
 Foreman			112.00	HR	\$70.14
 Laborer [2]			112.00	HR	\$40.28
 Leadman			112.00	HR	\$47.15
 Operator: Small Equipment			112.00	HR	\$50.31
 Cribbing For Piping			1.00	EACH	\$3,000.00
 Excavation To Stockpile ADOT For Pumps			1.00	EACH	\$85,702.40
 RH-Excavation Subcut & Suction Pits (0.10 DY/DY, 10.00 DY, 8.00 HR/DY)			1.00	DY	\$75,442.40
 Truck - Crew			80.00	HR	\$42.25
 Wheel Loader - 40k LB			80.00	HR	\$94.96
 Dump Truck - 10 Wheel			80.00	HR	\$88.40
 Foreman			80.00	HR	\$70.14
 Leadman			80.00	HR	\$47.15
 Operator: Large Equipment [2]			80.00	HR	\$55.17
 Laborer [2]			80.00	HR	\$40.28
 Truck Driver			80.00	HR	\$50.17
 Water Truck Driver			80.00	HR	\$50.17
 Water Truck - 4000 Gal			80.00	HR	\$82.31
 Excavator - 110k LB			80.00	HR	\$226.58
 Trucking (4.75 DY, 2.00 Trucks, 1.00 LOAD/HR)			38.00	LOAD	\$270.00
 Backfill And Grade ADOT Post Bypass			1.00	EACH	\$60,617.52
 Embank Subcut To Original Dimensions (0.11 EACH/DY, 9.00 DY, 8.00 HR/DY)			1.00	EACH	\$60,617.52
 Truck - Crew			72.00	HR	\$42.25
 Foreman			72.00	HR	\$70.14
 Laborer			72.00	HR	\$40.28
 Crawler Dozer - 40k LB			72.00	HR	\$161.47
 Asphalt Roller - 57in-67in			72.00	HR	\$92.67
 Wheel Loader - 40k LB			72.00	HR	\$94.96
 Water Truck - 4000 Gal			72.00	HR	\$82.31
 Operator: Large Equipment [2]			72.00	HR	\$55.17
 Leadman			72.00	HR	\$47.15















































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 13 - 66-Inch Bypass Setup & Teardown continued)</i>					
 Water Truck Driver			72.00	HR	\$50.17
 Truck Driver			72.00	HR	\$50.17
 Pour Concrete In Suction Pit			2.00	EACH	\$4,177.58
 SL-Manhole Non-Coated 7ft Diameter Appurtenance Crew (1.00 EACH/DY, 2.00 DY, 8.00 HR/DY)			2.00	EACH	\$2,944.88
 Truck - Crew			16.00	HR	\$42.25
 Backhoe - Light			16.00	HR	\$73.58
 Foreman			16.00	HR	\$70.14
 Operator: Large Equipment			16.00	HR	\$55.17
 Pipelayer			16.00	HR	\$46.41
 Laborer [2]			16.00	HR	\$40.28
 Ready Mix Concrete - MAG C 2000	135ZZ00005		16.80	CY	\$146.75
 Excavation And Backfill Suction Pits			2.00	EACH	\$50,483.20
 Excavate Suction Pits (0.33 EACH/DY, 6.00 DY, 8.00 HR/DY)			2.00	EACH	\$19,782.96
 Truck - Crew			48.00	HR	\$42.25
 Wheel Loader - 40k LB			48.00	HR	\$94.96
 Dump Truck - 10 Wheel			48.00	HR	\$88.40
 Water Truck - 2000 Gal			48.00	HR	\$51.00
 Foreman			48.00	HR	\$70.14
 Operator: Large Equipment [2]			48.00	HR	\$55.17
 Laborer			48.00	HR	\$40.28
 Truck Driver			48.00	HR	\$50.17
 Water Truck Driver			48.00	HR	\$50.17
 Excavator - 110k LB			48.00	HR	\$226.58
 Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		231.00	CY	\$109.00
 Backfill Pits Remove CMP (0.67 EACH/DY, 3.00 DY, 8.00 HR/DY)			2.00	EACH	\$5,696.40
 Truck - Crew			24.00	HR	\$42.25
 Foreman			24.00	HR	\$70.14
 Operator: Large Equipment			24.00	HR	\$55.17
 Laborer [2]			24.00	HR	\$40.28
 Excavator - 110k LB			24.00	HR	\$226.58
 Buy CMP 10'			2.00	EACH	\$4,560.92
 GC-Combo Hydro Truck Crew (0.67 EACH/DY, 3.00 DY, 8.00 HR/DY)			2.00	EACH	\$4,058.42
 Combo Truck			24.00	HR	\$200.00
 Combo Truck Operator			30.00	HR	\$62.11
 Combo Truck Assistant			30.00	HR	\$48.46
 Trucking (4.00 DY, 1.38 Trucks, 0.69 LOAD/HR)			22.00	LOAD	\$270.00
 Dump Fee - Dirt			22.00	LOAD	\$75.00
 Fuse Pipe For 66" Bypass			59,060.00	LF	\$10.85
 24" Fusion			26,184.00	LF	\$10.10
 RH-Bypass Fusion 18in< Crew (600.00 LF/DY, 43.64 DY, 8.00 HR/DY)			26,184.00	LF	\$10.10
 Truck - Crew			349.12	HR	\$42.25
 Fusion Machine 12-36in			349.12	HR	\$143.75
 Telescoping Forklift - 10k LB			349.12	HR	\$110.31
 Flatbed Trailer			349.12	HR	\$12.75


Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 13 - 66-Inch Bypass Setup & Teardown continued)</i>					
 Foreman			349.12	HR	\$70.14
 Operator: Small Equipment [2]			349.12	HR	\$50.31
 Fuser Technician [2]			349.12	HR	\$47.40
 Laborer [2]			349.12	HR	\$40.28
 Pipe Trailer			349.12	HR	\$28.76
 Backhoe - Light			349.12	HR	\$73.58
 18-inch Fusion			32,875.00	LF	\$5.91
 RH-Bypass Fusion 12-18in Crew (800.00 LF/DY, 41.09 DY, 8.00 HR/DY)			32,875.00	LF	\$5.91
 Truck - Crew			328.75	HR	\$42.25
 Fusion Machine 6-18in			328.75	HR	\$64.65
 Telescoping Forklift - 10k LB			328.75	HR	\$110.31
 Flatbed Trailer			328.75	HR	\$12.75
 Foreman			328.75	HR	\$70.14
 Operator: Small Equipment [2]			328.75	HR	\$50.31
 Fuser Technician			328.75	HR	\$47.40
 Laborer			328.75	HR	\$40.28
 Backhoe - Light			328.75	HR	\$73.58
 Pipe Trailer			328.75	HR	\$28.76
 24" Misc. Fusion			42.00	EACH	\$1,151.74
 RH-Bypass Fusion 24in< Crew (5.00 EACH/DY, 8.40 DY, 8.00 HR/DY)			42.00	EACH	\$1,151.74
 Truck - Crew			67.20	HR	\$42.25
 Fusion Machine 12-36in			67.20	HR	\$143.75
 Telescoping Forklift - 10k LB			67.20	HR	\$110.31
 Flatbed Trailer			67.20	HR	\$12.75
 Foreman			67.20	HR	\$70.14
 Operator: Small Equipment [2]			67.20	HR	\$55.17
 Fuser Technician			67.20	HR	\$47.40
 Laborer [2]			67.20	HR	\$40.28
 Pipe Trailer			67.20	HR	\$28.76
 Backhoe - Light			67.20	HR	\$73.58
 18-inch Misc Fusion			25.00	EACH	\$595.60
 RH-Bypass Fusion 12-18in Crew (8.00 EACH/DY, 3.13 DY, 8.00 HR/DY)			25.00	EACH	\$595.60
 Truck - Crew			25.00	HR	\$42.25
 Fusion Machine 6-18in			25.00	HR	\$64.65
 Telescoping Forklift - 10k LB			25.00	HR	\$110.31
 Flatbed Trailer			25.00	HR	\$12.75
 Foreman			25.00	HR	\$70.14
 Operator: Small Equipment			25.00	HR	\$50.31
 Fuser Technician			25.00	HR	\$47.40
 Laborer			25.00	HR	\$40.28
 Operator: Large Equipment			25.00	HR	\$55.17
 Backhoe - Light			25.00	HR	\$73.58
 Pipe Trailer			25.00	HR	\$28.76
 Testing			59,060.00	LF	\$0.66
 GC-Chlorine & Pressure Test Crew (3,937.33 LF/DY, 15.00 DY, 8.00 HR/DY)			59,060.00	LF	\$0.66













































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 13 - 66-Inch Bypass Setup & Teardown continued)</i>					
 Truck - Crew			120.00	HR	\$42.25
 Backhoe - Light			120.00	HR	\$73.58
 Hydrostatic Test Pump Trailer			120.00	HR	\$40.30
 Foreman			120.00	HR	\$70.14
 Operator: Small Equipment			120.00	HR	\$50.31
 Pipelayer			120.00	HR	\$46.41
 Crossing Delays			5.00	EACH	\$16,011.39
 RH-Bypass Fusion 12-18in Crew (0.42 EACH/DY, 12.00 DY, 8.00 HR/DY)			5.00	EACH	\$11,435.52
 Truck - Crew			96.00	HR	\$42.25
 Fusion Machine 6-18in			96.00	HR	\$64.65
 Telescoping Forklift - 10k LB			96.00	HR	\$110.31
 Flatbed Trailer			96.00	HR	\$12.75
 Foreman			96.00	HR	\$70.14
 Operator: Small Equipment			96.00	HR	\$50.31
 Fuser Technician			96.00	HR	\$47.40
 Laborer			96.00	HR	\$40.28
 Operator: Large Equipment			96.00	HR	\$55.17
 Backhoe - Light			96.00	HR	\$73.58
 Pipe Trailer			96.00	HR	\$28.76
 RH-Bypass Fusion 24in< Crew (1.25 EACH/DY, 4.00 DY, 8.00 HR/DY)			5.00	EACH	\$4,575.87
 Truck - Crew			32.00	HR	\$42.25
 Fusion Machine 12-36in			32.00	HR	\$143.75
 Telescoping Forklift - 10k LB			32.00	HR	\$110.31
 Flatbed Trailer			32.00	HR	\$12.75
 Foreman			32.00	HR	\$70.14
 Operator: Small Equipment			32.00	HR	\$50.31
 Fuser Technician			32.00	HR	\$47.40
 Laborer [2]			32.00	HR	\$40.28
 Pipe Trailer			32.00	HR	\$28.76
 Operator: Large Equipment			32.00	HR	\$55.17
 Backhoe - Light			32.00	HR	\$73.58
 Price Junction Structure Bypass Tie In			1.00	EACH	\$16,314.68
 WL-DIP CL 50 24in Art Extra Large Diameter Crew (0.50 EACH/DY, 2.00 DY, 8.00 HR/DY)			1.00	EACH	\$10,824.96
 Truck - Crew			16.00	HR	\$42.25
 Foreman			16.00	HR	\$70.14
 Operator: Large Equipment			16.00	HR	\$55.17
 Pipelayer [2]			16.00	HR	\$46.41
 Laborer [2]			16.00	HR	\$40.28
 Aerial Truck - Derrick Digger			16.00	HR	\$175.00
 Telescoping Forklift - 10k LB			16.00	HR	\$110.31
 Operator: Small Equipment			16.00	HR	\$50.31
 Buy Tie In Fitting			1.00	EACH	\$5,489.72
 Remove Bypass Pump Station			1.00	EACH	\$46,652.48
 RH-Bypass Sewer Takedown Crew (0.14 DY/DY, 7.00 DY, 8.00 HR/DY)			1.00	DY	\$29,852.48
 Truck - Crew			56.00	HR	\$42.25













































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 13 - 66-Inch Bypass Setup & Teardown continued)</i>					
 Backhoe - Light			56.00	HR	\$73.58
 Flatbed Trailer			56.00	HR	\$12.75
 Foreman			56.00	HR	\$70.14
 Operator: Small Equipment			56.00	HR	\$50.31
 Laborer [2]			56.00	HR	\$40.28
 Operator: Large Equipment			56.00	HR	\$55.17
 Telescoping Forklift - 12k LB			56.00	HR	\$148.32
 Crane To Remove Pumps / Pipe			3.00	EACH	\$5,600.00
 Remove 66" Pipe			59,060.00	LF	\$3.29
 RH-Bypass Sewer Takedown Crew (1,968.67 LF/DY, 30.00 DY, 8.00 HR/DY)			59,060.00	LF	\$2.30
 Truck - Crew			240.00	HR	\$42.25
 Backhoe - Light			240.00	HR	\$73.58
 Telescoping Forklift - 10k LB			240.00	HR	\$110.31
 Flatbed Trailer			240.00	HR	\$12.75
 Foreman			240.00	HR	\$77.15
 Operator: Small Equipment			240.00	HR	\$55.34
 Laborer [2]			240.00	HR	\$44.30
 Operator: Large Equipment			240.00	HR	\$60.68
 Pipelayer			240.00	HR	\$46.41
 Flush Pipe & Pigging Crew			59,060.00	LF	\$0.98
 Flushing & Pigging Crew (4,921.67 EACH/DY, 12.00 DY, 8.00 HR/DY)			59,060.00	EACH	\$0.96
 Truck - Crew			96.00	HR	\$42.25
 Water Truck - 2000 Gal			96.00	HR	\$51.00
 Foreman			96.00	HR	\$77.15
 Laborer [2]			96.00	HR	\$44.30
 Water Truck Driver			96.00	HR	\$55.19
 Air Compressor - 750CFM			96.00	HR	\$108.90
 Operator: Small Equipment			96.00	HR	\$55.13
 Telescoping Forklift - 10k LB			96.00	HR	\$110.31
 Chlorine And Dechlorine			1.00	EACH	\$1,500.00
 Remove And Reinstall Price Junction Structure Piping			1.00	EACH	\$31,261.28
 WL-DIP CL 50 24in Art Extra Large Diameter Crew (0.25 EACH/DY, 4.00 DY, 8.00 HR/DY)			1.00	EACH	\$21,761.28
 Truck - Crew			32.00	HR	\$42.25
 Backhoe - Light			32.00	HR	\$73.58
 Aerial Truck - Derrick Digger			32.00	HR	\$175.00
 Foreman			32.00	HR	\$77.15
 Operator: Large Equipment [2]			32.00	HR	\$60.68
 Pipelayer [2]			32.00	HR	\$51.05
 Laborer [2]			32.00	HR	\$44.30
 New Extended Range Coupler/Gaskets/Bolt Pack Backer Rings			1.00	EACH	\$9,500.00
 Remove And Replace Discharge Manhole			1.00	EACH	\$19,003.36
 RH-Bypass Sewer Setup Crew (0.33 EACH/DY, 3.00 DY, 8.00 HR/DY)			1.00	EACH	\$18,453.36
 Truck - Crew			24.00	HR	\$42.25
 Telescoping Forklift - 12k LB			24.00	HR	\$148.32




Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 13 - 66-Inch Bypass Setup & Teardown continued)</i>					
 Flatbed Trailer			24.00	HR	\$12.75
 Foreman			24.00	HR	\$77.15
 Laborer [2]			24.00	HR	\$44.30
 Leadman			24.00	HR	\$51.86
 Backhoe - Light			24.00	HR	\$73.58
 Operator: Small Equipment			24.00	HR	\$47.80
 Excavator - 110k LB			24.00	HR	\$226.58
 Buy Manhole Section			1.00	EACH	\$550.00
 SRP Emergency Flush Piping			1.00	LS	\$34,619.18
 Tie Into 8-inch Main With Valve			1.00	EACH	\$13,711.33
 WL-DIP PC 350 8in Raw Medium Diameter Crew (1.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			1.00	EACH	\$5,101.92
 Truck - Crew			8.00	HR	\$42.25
 Dump Truck - 10 Wheel			8.00	HR	\$88.40
 Water Truck - 2000 Gal			8.00	HR	\$51.00
 Excavator - 20k LB			8.00	HR	\$111.34
 Foreman			8.00	HR	\$69.45
 Operator: Large Equipment			8.00	HR	\$55.30
 Pipelayer			8.00	HR	\$46.38
 Laborer [2]			8.00	HR	\$40.14
 Truck Driver			8.00	HR	\$46.67
 Water Truck Driver			8.00	HR	\$46.67
 SRP Flushing Station Piping Assembly	265AC00018		1.00	EACH	\$8,609.41
 Remove Temp Line And Cap			1.00	EACH	\$5,338.42
 WL-DIP PC 350 8in Raw Medium Diameter Crew (1.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			1.00	EACH	\$5,101.92
 Truck - Crew			8.00	HR	\$42.25
 Dump Truck - 10 Wheel			8.00	HR	\$88.40
 Water Truck - 2000 Gal			8.00	HR	\$51.00
 Excavator - 20k LB			8.00	HR	\$111.34
 Foreman			8.00	HR	\$69.45
 Operator: Large Equipment			8.00	HR	\$55.30
 Pipelayer			8.00	HR	\$46.38
 Laborer [2]			8.00	HR	\$40.14
 Truck Driver			8.00	HR	\$46.67
 Water Truck Driver			8.00	HR	\$46.67
 Aggregate - ABC MAG Spec	100AA00003		11.00	TON	\$21.50
 Set Up / Test / Remove Temp Line			1.00	LS	\$5,239.20
 RH-Bypass Fusion <12in Crew (0.67 LS/DY, 1.50 DY, 8.00 HR/DY)			1.00	LS	\$5,239.20
 Truck - Crew			12.00	HR	\$42.25
 Fusion Machine 2-12in			12.00	HR	\$42.35
 Telescoping Forklift - 10k LB			12.00	HR	\$110.31
 Flatbed Trailer			12.00	HR	\$12.75
 Foreman			12.00	HR	\$77.15
 Operator: Small Equipment			12.00	HR	\$55.34
 Fuser Technician			12.00	HR	\$52.15
 Laborer			12.00	HR	\$44.30












































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 13 - 66-Inch Bypass Setup & Teardown continued)</i>					
 Rental During Bypass			167.00	DY	\$61.86
 Potable Water HDPE [150]			6.56	MO	\$3.00
 Construction Water Backflow Preventer 6-Inch			7.77	MO	\$950.00
 14 - 66-inch Bypass Operation			176.00	DY	\$32,600.31
 Rental Equipment And Fuel			176.00	DY	\$27,479.18
 14" Centrifugal Sewer Pump [5]	30032020		1,408.00	HR	\$65.63
 Pump - 12in Pump [2]			1,408.00	HR	\$59.75
 Telescoping Forklift - 10k LB (STAND-BY)			1,408.00	HR	\$72.73
 Plates [25]	90200000		176.00	DY	\$15.00
 Box Trailer [2]			1,408.00	HR	\$12.75
 18" HDPE [32,900]			8.19	MO	\$1.25
 24" HDPE [26,500]			8.19	MO	\$1.75
 Large Manifold 5 Each 18-inch In 3 Each 24-inch Out			1,408.00	HR	\$15.63
 Vacuum Trailer(Stand-By)			1,408.00	HR	\$51.72
 Fuel [480]			1,408.00	HR	\$4.00
 Spill Kits			2.00	EACH	\$850.00
 2-inch ARV And Containment [42]			8.19	MO	\$195.00
 500 Gallon Fuel Cell [2]			8.19	MO	\$500.00
 18-inch 45 Or 90 Degree Elbow [10]			8.19	MO	\$86.00
 18-inch Flange Adapters With Backer Ring [20]			176.00	DY	\$1.22
 18-inch Gate Valve [15]			8.19	MO	\$750.00
 18-inch Large Manifold			8.19	MO	\$2,650.00
 24-inch Flange Adapters With Backer Ring [8]			8.19	MO	\$43.50
 24-inch Suction 45-90 Degree DR17 [10]			8.19	MO	\$48.90
 24-inch Suction Pipe [5]			8.19	MO	\$1,250.00
 Spill Containment Berm [9]			8.19	MO	\$195.00
 42" - 72" Pipe Plug [4]			8.19	MO	\$2,200.00
 Concrete Barrier 20' [40]	90200000		176.00	DY	\$20.00
 Pump Watch And Equipment			176.00	DY	\$5,121.13
 Truck - Crew [2]			1,408.00	HR	\$42.25
 Light Tower [2]			1,408.00	HR	\$12.25
 Operator: Small Equipment [9]			1,408.00	HR	\$58.70
 Dumpster Service			176.00	DY	\$22.73
 15 - 36-inch Bypass Pump Station Setup And Removal			3.00	EACH	\$12,583.20
 Unload / Load Materials			2.00	DY	\$1,950.16
 Operator: Large Equipment			16.00	HR	\$55.17
 Laborer			16.00	HR	\$40.28
 Telescoping Forklift - 12k LB			16.00	HR	\$148.32
 Setup Pumps			3.00	EACH	\$2,394.51
 RH-Bypass Sewer Setup Crew (1.50 EACH/DY, 2.00 DY, 8.00 HR/DY)			3.00	EACH	\$2,394.51
 Truck - Crew			16.00	HR	\$42.25
 Telescoping Forklift - 12k LB			16.00	HR	\$148.32
 Flatbed Trailer			16.00	HR	\$12.75
 Foreman			16.00	HR	\$70.14
 Laborer [2]			16.00	HR	\$40.28
 Leadman			16.00	HR	\$47.15










































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 15 - 36-inch Bypass Pump Station Setup And Removal continued)</i>					
 Operator: Small Equipment			16.00	HR	\$47.80
 18-inch Fusion			400.00	LF	\$5.96
 RH-Bypass Fusion 12-18in Crew (800.00 LF/DY, 0.50 DY, 8.00 HR/DY)			400.00	LF	\$5.96
 Truck - Crew			4.00	HR	\$42.25
 Fusion Machine 6-18in			4.00	HR	\$64.65
 Telescoping Forklift - 10k LB			4.00	HR	\$110.31
 Flatbed Trailer			4.00	HR	\$12.75
 Foreman			4.00	HR	\$70.14
 Operator: Small Equipment			4.00	HR	\$50.31
 Fuser Technician			4.00	HR	\$47.40
 Laborer			4.00	HR	\$40.28
 Operator: Large Equipment			4.00	HR	\$55.17
 Backhoe - Light			4.00	HR	\$73.58
 Pipe Trailer			4.00	HR	\$28.76
 Testing			3.00	EACH	\$309.63
 GC-Chlorine & Pressure Test Crew (12.00 EACH/DY, 0.25 DY, 8.00 HR/DY)			3.00	EACH	\$309.63
 Truck - Crew			2.00	HR	\$42.25
 Backhoe - Light			2.00	HR	\$73.58
 Water Truck - 2000 Gal			2.00	HR	\$51.00
 Hydrostatic Test Pump Trailer			2.00	HR	\$40.30
 Foreman			2.00	HR	\$70.14
 Operator: Small Equipment			2.00	HR	\$50.31
 Pipelayer			2.00	HR	\$46.41
 Laborer			2.00	HR	\$40.28
 Water Truck Driver			2.00	HR	\$50.17
 Remove Bypass Pump Station			3.00	EACH	\$2,891.84
 RH-Bypass Sewer Takedown Crew (1.50 EACH/DY, 2.00 DY, 8.00 HR/DY)			3.00	EACH	\$2,891.84
 Truck - Crew			16.00	HR	\$42.25
 Backhoe - Light			16.00	HR	\$73.58
 Telescoping Forklift - 10k LB			16.00	HR	\$110.31
 Flatbed Trailer			16.00	HR	\$12.75
 Foreman			16.00	HR	\$70.14
 Operator: Small Equipment			16.00	HR	\$50.31
 Laborer [2]			16.00	HR	\$40.28
 Operator: Large Equipment			16.00	HR	\$55.17
 Leadman			16.00	HR	\$47.15
 18-inch Misc Fusion			10.00	EACH	\$476.48
 RH-Bypass Fusion 12-18in Crew (10.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			10.00	EACH	\$476.48
 Truck - Crew			8.00	HR	\$42.25
 Fusion Machine 6-18in			8.00	HR	\$64.65
 Telescoping Forklift - 10k LB			8.00	HR	\$110.31
 Flatbed Trailer			8.00	HR	\$12.75
 Foreman			8.00	HR	\$70.14
 Operator: Small Equipment			8.00	HR	\$50.31
 Fuser Technician			8.00	HR	\$47.40




Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 15 - 36-inch Bypass Pump Station Setup And Removal continued)</i>					
 Laborer			8.00	HR	\$40.28
 Operator: Large Equipment			8.00	HR	\$55.17
 Backhoe - Light			8.00	HR	\$73.58
 Pipe Trailer			8.00	HR	\$28.76
 Mobilization / Demobe			3.00	UNIT	\$3,304.72
 Mobe Pumps			3.00	EACH	\$1,101.57
 GC-Mobilization Crew (3.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			3.00	EACH	\$1,101.57
 Transport Truck			8.00	HR	\$83.31
 Transport Trailer - 48 FT			8.00	HR	\$34.31
 Truck Driver			8.00	HR	\$51.70
 Operator: Large Equipment			8.00	HR	\$55.17
 Laborer			8.00	HR	\$40.28
 Telescoping Forklift - 12k LB			8.00	HR	\$148.32
 Mobe Pipe And Appurtenance			3.00	EACH	\$550.79
 GC-Mobilization Crew (6.00 EACH/DY, 0.50 DY, 8.00 HR/DY)			3.00	EACH	\$550.79
 Transport Truck			4.00	HR	\$83.31
 Transport Trailer - 48 FT			4.00	HR	\$34.31
 Truck Driver			4.00	HR	\$51.70
 Operator: Large Equipment			4.00	HR	\$55.17
 Laborer			4.00	HR	\$40.28
 Telescoping Forklift - 12k LB			4.00	HR	\$148.32
 DeMobe Pumps			3.00	EACH	\$1,101.57
 GC-Mobilization Crew (3.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			3.00	EACH	\$1,101.57
 Transport Truck			8.00	HR	\$83.31
 Transport Trailer - 48 FT			8.00	HR	\$34.31
 Truck Driver			8.00	HR	\$51.70
 Operator: Large Equipment			8.00	HR	\$55.17
 Laborer			8.00	HR	\$40.28
 Telescoping Forklift - 12k LB			8.00	HR	\$148.32
 DeMobe Pipe And Appurtenance			3.00	EACH	\$550.79
 GC-Mobilization Crew (6.00 EACH/DY, 0.50 DY, 8.00 HR/DY)			3.00	EACH	\$550.79
 Transport Truck			4.00	HR	\$83.31
 Transport Trailer - 48 FT			4.00	HR	\$34.31
 Truck Driver			4.00	HR	\$51.70
 Operator: Large Equipment			4.00	HR	\$55.17
 Laborer			4.00	HR	\$40.28
 Telescoping Forklift - 12k LB			4.00	HR	\$148.32
 16 - 36-inch Bypass Rental And Operation			108.00	DY	\$4,882.59
 Equipment And Fuel			108.00	DY	\$1,780.91
 Bypass Equipment			108.00	DY	\$1,780.91
 8-Inch Submersible Pump [3]			864.00	HR	\$10.63
 40-80 HPWR Silent Hydraulic Power Pack [3]			864.00	HR	\$30.00
 Fuel			108.00	DY	\$480.00
 18" HDPE [400]			5.02	MO	\$1.25













































Description		Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
(Item 16 - 36-inch Bypass Rental And Operation continued)						
 36" - 60" Pipe Plug [2]				108.00	DY	\$51.16
 18-inch Flange Adapters With Backer Ring				108.00	DY	\$1.22
 18-inch Small Manifold				108.00	DY	\$27.91
 8-inch Check Valves [3]				108.00	DY	\$8.18
 18-inch 45 Or 90 Degree Elbow [5]				108.00	DY	\$1.82
 2-inch ARV And Containment				108.00	DY	\$9.07
 Spill Containment Berm				108.00	DY	\$8.88
 8-inch High Pressure Hose [6]				5.02	MO	\$400.00
 Spill Kit				1.00	EACH	\$850.00
 Pump Watch				108.00	DY	\$3,101.68
 RH-Bypass Sewer Pump Watch Crew (1.00 DY/DY, 108.00 DY, 8.00 HR/DY)				108.00	DY	\$3,101.68
 Light Tower				864.00	HR	\$22.76
 Box Trailer				864.00	HR	\$12.75
 Operator: Small Equipment [6]				864.00	HR	\$58.70
 17 - Lateral Bypass Install And Removal				10.00	EACH	\$37,295.15
 Setup Up				10.00	EACH	\$18,329.64
 Fuse Lateral Bypass				5,400.00	LF	\$12.70
 RH-Bypass Sewer Setup Crew (300.00 LF/DY, 18.00 DY, 8.00 HR/DY)				5,400.00	LF	\$12.70
 Truck - Crew				144.00	HR	\$42.25
 Telescoping Forklift - 12k LB				144.00	HR	\$148.32
 Flatbed Trailer				144.00	HR	\$12.75
 Foreman				144.00	HR	\$70.14
 Operator: Small Equipment				144.00	HR	\$50.31
 Fuser Technician				144.00	HR	\$47.40
 Laborer				144.00	HR	\$40.28
 Fusion Machine 6-18in				144.00	HR	\$64.65
 Setup Pump Station				10.00	EACH	\$6,583.20
 RH-Bypass Sewer Setup Crew (0.50 EACH/DY, 20.00 DY, 8.00 HR/DY)				10.00	EACH	\$6,583.20
 Truck - Crew				160.00	HR	\$42.25
 Telescoping Forklift - 12k LB				160.00	HR	\$148.32
 Flatbed Trailer				160.00	HR	\$12.75
 Foreman				160.00	HR	\$70.14
 Operator: Small Equipment				160.00	HR	\$50.31
 Fuser Technician				160.00	HR	\$47.40
 Laborer				160.00	HR	\$40.28
 Set Plugs / Level Sensors				10.00	EACH	\$2,215.24
 Set Level Sensor (1.00 EACH/DY, 10.00 DY, 8.00 HR/DY)				10.00	EACH	\$2,215.24
 Truck - Crew				80.00	HR	\$42.25
 Foreman				80.00	HR	\$70.14
 Operator: Large Equipment				80.00	HR	\$55.17
 Laborer				80.00	HR	\$40.28
 Blower 24in - Trailer Mounted				80.00	HR	\$40.69
 Confined Space Equipment		90200000		10.00	DY	\$125.00
 Flatbed Trailer				80.00	HR	\$12.75














































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 17 - Lateral Bypass Install And Removal continued)</i>					
 Test Lateral Pipe			10.00	EACH	\$2,675.36
 GC-Chlorine & Pressure Test Crew (1.00 EACH/DY, 10.00 DY, 8.00 HR/DY)			10.00	EACH	\$2,675.36
 Truck - Crew			80.00	HR	\$42.25
 Water Truck - 2000 Gal			80.00	HR	\$51.00
 Hydrostatic Test Pump Trailer			80.00	HR	\$40.30
 Foreman			80.00	HR	\$70.14
 Laborer [2]			80.00	HR	\$40.28
 Water Truck Driver			80.00	HR	\$50.17
 Teardown			10.00	EACH	\$12,356.07
 RH-Bypass Sewer Takedown Crew (0.50 EACH/DY, 20.00 DY, 8.00 HR/DY)			10.00	EACH	\$7,843.36
 Truck - Crew			160.00	HR	\$42.25
 Backhoe - Light			160.00	HR	\$73.58
 Telescoping Forklift - 10k LB			160.00	HR	\$110.31
 Flatbed Trailer			160.00	HR	\$12.75
 Foreman			160.00	HR	\$70.14
 Operator: Small Equipment [2]			160.00	HR	\$50.31
 Laborer [2]			160.00	HR	\$40.28
 Remove Plugs / Level Sensors			10.00	EACH	\$1,208.31
 RH-Bypass Sewer Pump Watch Crew (1.83 EACH/DY, 5.45 DY, 8.00 HR/DY)			10.00	EACH	\$1,208.31
 Truck - Crew			43.64	HR	\$42.25
 Foreman			43.64	HR	\$70.14
 Operator: Large Equipment			43.64	HR	\$55.17
 Laborer			43.64	HR	\$40.28
 Blower 24in - Trailer Mounted			43.64	HR	\$40.69
 Confined Space Equipment	90200000		5.45	DY	\$125.00
 Flatbed Trailer			43.64	HR	\$12.75
 Flush Lateral Pipe			10.00	EACH	\$3,304.40
 GC-Chlorine & Pressure Test Crew (1.00 EACH/DY, 10.00 DY, 8.00 HR/DY)			10.00	EACH	\$3,304.40
 Truck - Crew			80.00	HR	\$42.25
 Water Truck - 2000 Gal			80.00	HR	\$51.00
 Foreman			80.00	HR	\$70.14
 Laborer			80.00	HR	\$40.28
 Water Truck Driver			80.00	HR	\$50.17
 Air Compressor - 750CFM			80.00	HR	\$108.90
 Operator: Small Equipment			80.00	HR	\$50.31
 Mobe			10.00	EACH	\$3,304.72
 GC-Mobilization Crew (1.00 EACH/DY, 10.00 DY, 8.00 HR/DY)			10.00	EACH	\$3,304.72
 Transport Truck			80.00	HR	\$83.31
 Transport Trailer - 48 FT			80.00	HR	\$34.31
 Truck Driver			80.00	HR	\$51.70
 Operator: Large Equipment			80.00	HR	\$55.17
 Laborer			80.00	HR	\$40.28
 Telescoping Forklift - 12k LB			80.00	HR	\$148.32
 DeMobe			10.00	EACH	\$3,304.72














































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
(Item 17 - Lateral Bypass Install And Removal continued)					
 GC-Mobilization Crew (1.00 EACH/DY, 10.00 DY, 8.00 HR/DY)			10.00	EACH	\$3,304.72
 Transport Truck			80.00	HR	\$83.31
 Transport Trailer - 48 FT			80.00	HR	\$34.31
 Truck Driver			80.00	HR	\$51.70
 Operator: Large Equipment			80.00	HR	\$55.17
 Laborer			80.00	HR	\$40.28
 Telescoping Forklift - 12k LB			80.00	HR	\$148.32
 18 - Lateral Bypass Operation			176.00	DY	\$7,125.23
 Pump And Equipment Rental			176.00	DY	\$3,631.63
 4-Inch Diesel Pump [4]			8.19	MO	\$2,250.00
 6-Inch Centrifugal L Pump [4]			8.19	MO	\$2,850.00
 Pump - 8in Pump Circle K [2]			8.19	MO	\$4,250.00
 8-12" HDPE [5,400]			8.19	MO	\$1.00
 12 - 18 - Pipe Plug [10]			8.19	MO	\$450.00
 Appurtenance, Valves, Hose [10]			100.00	DY	\$120.00
 Fuel			176.00	DY	\$594.00
 Level Monitor [8]			8.19	MO	\$1,250.00
 Pump Float [10]			8.19	MO	\$185.00
 Pump Watch And Equipment			176.00	DY	\$3,493.60
 RH-Bypass Sewer Pump Watch Crew (1.00 DY/DY, 176.00 DY, 8.00 HR/DY)			176.00	DY	\$3,493.60
 Truck - Crew [2]			1,408.00	HR	\$42.25
 Operator: Small Equipment [6]			1,408.00	HR	\$58.70
 19 - Clear And Grub For Bypass Piping On SRP / Wells Fargo			1,900.00	LF	\$30.62
 GC-Clear And Grub (150.00 LF/DY, 12.67 DY, 8.00 HR/DY)			1,900.00	LF	\$29.76
 Truck - Crew			101.33	HR	\$42.25
 Skip Loader - 1.3 CY			101.33	HR	\$84.73
 Water Truck - 2000 Gal			101.33	HR	\$51.00
 Foreman			101.33	HR	\$70.14
 Operator: Small Equipment			101.33	HR	\$50.31
 Laborer [2]			101.33	HR	\$40.28
 Water Truck Driver			101.33	HR	\$50.17
 Backhoe - Light			101.33	HR	\$73.58
 Operator: Large Equipment			101.33	HR	\$55.17
 Dump Fees - Vegetation			22.00	EACH	\$75.00
 20 - Bypass Trenching & Removal And Restoration			7,656.00	LF	\$412.90
 Trenching			5,500.00	LF	\$193.87
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (100.00 LF/DY, 55.00 DY, 8.00 HR/DY)			5,500.00	LF	\$94.26
 Truck - Crew			440.00	HR	\$42.25
 Backhoe - Light			440.00	HR	\$73.58
 Dump Truck - 10 Wheel			440.00	HR	\$88.40
 Water Truck - 4000 Gal			440.00	HR	\$82.31
 Foreman			440.00	HR	\$77.15
 Operator: Large Equipment [2]			440.00	HR	\$60.68














































Description		Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 20 - Bypass Trenching & Removal And Restoration continued)</i>						
 Pipelayer				440.00	HR	\$51.05
 Laborer [2]				440.00	HR	\$44.30
 Truck Driver				440.00	HR	\$55.19
 Water Truck Driver				440.00	HR	\$55.19
 Skid Steer with Cold Planer				440.00	HR	\$109.28
 Plates [55]		90200000		55.00	DY	\$20.00
 Excavator - 75k LB				440.00	HR	\$196.41
 Ready Mix - Slurry Sand Slurry 1/2 Sack		135AB00001		3,229.80	CY	\$109.00
 Dump Fees				484.00	UNIT	\$83.06
 Dump Fee - Asphalt				156.00	LOAD	\$100.00
 Dump Fee - Dirt				328.00	LOAD	\$75.00
 Trucking (21.19 DY, 5.71 Trucks, 2.86 LOAD/HR)				484.00	LOAD	\$270.00
 CP-Sawcutting Small Crew (900.00 LF/DY, 12.22 DY, 8.00 HR/DY)				11,000.00	LF	\$2.26
 Truck - Crew				97.78	HR	\$42.25
 Water Trailer - 500 Gal				97.78	HR	\$17.50
 Walk Behind Saw - 44 HP				97.78	HR	\$44.16
 Laborer [2]				97.78	HR	\$40.28
 Foreman				97.78	HR	\$70.14
 Backfill				5,500.00	LF	\$148.34
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (100.00 LF/DY, 55.00 DY, 8.00 HR/DY)				5,500.00	LF	\$97.44
 Truck - Crew				440.00	HR	\$42.25
 Water Truck - 4000 Gal				440.00	HR	\$82.31
 Grader - 14ft Blade				440.00	HR	\$161.85
 Skid Steer with Cold Planer				440.00	HR	\$109.28
 Asphalt Roller - 57in-67in				440.00	HR	\$92.67
 Plates [55]		90200000		55.00	DY	\$20.00
 Wheel Loader - 40k LB				440.00	HR	\$94.96
 Foreman				440.00	HR	\$77.15
 Operator: Large Equipment [2]				440.00	HR	\$60.68
 Laborer [2]				440.00	HR	\$44.30
 Truck Driver				440.00	HR	\$55.19
 Water Truck Driver				440.00	HR	\$55.19
 Leadman				440.00	HR	\$51.86
 Operator: Small Equipment				440.00	HR	\$47.80
 Aggregate - ABC MAG Spec		100AA00003		6,405.30	TON	\$21.50
 CP-Sawcutting Large Crew (900.00 LF/DY, 12.22 DY, 8.00 HR/DY)				11,000.00	LF	\$5.62
 Truck - Crew				97.78	HR	\$42.25
 Backhoe - Light				97.78	HR	\$73.58
 Water Truck - 2000 Gal				97.78	HR	\$51.00
 Dump Truck - 10 Wheel				97.78	HR	\$88.40
 Walk Behind Saw - 57 HP				97.78	HR	\$56.16
 Foreman				97.78	HR	\$77.15
 Operator: Small Equipment				97.78	HR	\$55.34
 Laborer [3]				97.78	HR	\$44.30
 Truck Driver				97.78	HR	\$55.19





















Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 20 - Bypass Trenching & Removal And Restoration continued)</i>					
 Dump Fees			229.00	UNIT	\$81.44
 Dump Fee - Asphlat			68.00	LOAD	\$100.00
 Dump Fee - Dirt			158.00	LOAD	\$75.00
 Trucking (21.19 DY, 2.70 Trucks, 1.35 LOAD/HR)			229.00	LOAD	\$270.00
 Temporary Patch On Main Bypass Trench			9,083.00	SY	\$24.00
 Main Bypass Trench Permanent Patch			9,083.00	SY	\$57.12
 Lateral Bypass Trenching			2,156.00	LF	\$108.07
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (97.50 LF/DY, 22.11 DY, 8.00 HR/DY)			2,156.00	LF	\$90.09
 Truck - Crew			176.90	HR	\$42.25
 Backhoe - Light			176.90	HR	\$73.58
 Dump Truck - 10 Wheel			176.90	HR	\$88.40
 Water Truck - 4000 Gal			176.90	HR	\$82.31
 Excavator - 20k LB			176.90	HR	\$111.34
 Skid Steer with Cold Planer			176.90	HR	\$109.28
 Asphalt Roller - 57in-67in			176.90	HR	\$92.67
 Foreman			176.90	HR	\$77.15
 Operator: Large Equipment			176.90	HR	\$60.68
 Pipelayer			176.90	HR	\$51.05
 Laborer [2]			176.90	HR	\$44.30
 Truck Driver			176.90	HR	\$55.19
 Water Truck Driver			176.90	HR	\$55.19
 Plates [50]	90200000		22.11	DY	\$10.00
 Operator: Small Equipment			176.90	HR	\$47.80
 Aggregate - ABC MAG Spec	100AA00003		481.80	TON	\$21.50
 Dump Fees			33.00	LOAD	\$294.70
 Dump Fee - Asphalt [8]			10.00	LOAD	\$100.00
 Dump Fee - Dirt			23.00	LOAD	\$75.00
 Trucking (5.63 DY, 1.47 Trucks, 0.73 LOAD/HR)			33.00	LOAD	\$270.00
 CP-Sawcutting Small Crew (900.00 LF/DY, 4.79 DY, 8.00 HR/DY)			4,312.00	LF	\$2.26
 Truck - Crew			38.33	HR	\$42.25
 Water Trailer - 500 Gal			38.33	HR	\$17.50
 Walk Behind Saw - 44 HP			38.33	HR	\$44.16
 Laborer [2]			38.33	HR	\$40.28
 Foreman			38.33	HR	\$70.14
 Lateral Bypass Backfill			2,156.00	LF	\$53.11
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (200.00 LF/DY, 10.78 DY, 8.00 HR/DY)			2,156.00	LF	\$28.27
 Truck - Crew			86.24	HR	\$42.25
 Backhoe - Light			86.24	HR	\$73.58
 Water Truck - 4000 Gal			86.24	HR	\$82.31
 Foreman			86.24	HR	\$77.15
 Operator: Large Equipment			86.24	HR	\$60.68
 Laborer [2]			86.24	HR	\$44.30
 Truck Driver			86.24	HR	\$55.19
 Water Truck Driver			86.24	HR	\$55.19
 Skid Steer with Cold Planer			86.24	HR	\$109.28













































Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 20 - Bypass Trenching & Removal And Restoration continued)</i>					
 Plates [50]	90200000		10.78	DY	\$10.00
 Ready Mix - Slurry Sand Slurry 1/2 Sack	135AB00001		294.00	CY	\$109.00
 CP-Sawcutting Small Crew (900.00 LF/DY, 4.79 DY, 8.00 HR/DY)			4,312.00	LF	\$3.35
 Truck - Crew			38.33	HR	\$42.25
 Water Trailer - 500 Gal			38.33	HR	\$17.50
 Walk Behind Saw - 44 HP			38.33	HR	\$44.16
 Dump Truck - 6 Wheel (Bobtail)			38.33	HR	\$52.01
 Foreman			38.33	HR	\$77.15
 Laborer [2]			38.33	HR	\$44.30
 Truck Driver			38.33	HR	\$55.19
 Dump Fees			20.00	LOAD	\$83.75
 Dump Fee - Asphalt			7.00	LOAD	\$100.00
 Dump Fee - Dirt			13.00	LOAD	\$75.00
 Trucking (21.19 DY, 0.24 Trucks, 0.12 LOAD/HR)			20.00	LOAD	\$270.00
 Adjustment			11.00	EACH	\$1,689.16
 SL-Manhole Coated Adjust Appurtenance Crew (3.00 EACH/DY, 3.67 DY, 8.00 HR/DY)			11.00	EACH	\$1,188.91
 Truck - Crew			29.33	HR	\$42.25
 Backhoe - Light			29.33	HR	\$73.58
 Water Truck - 2000 Gal			29.33	HR	\$51.00
 Foreman			29.33	HR	\$77.15
 Operator: Small Equipment			29.33	HR	\$55.34
 Pipelayer			29.33	HR	\$51.05
 Laborer			29.33	HR	\$40.28
 Water Truck Driver			29.33	HR	\$55.19
 Ready Mix Concrete - MAG AA 4000	135ZZ00002		11.55	CY	\$160.41
 Adjustment Rings			11.00	EACH	\$250.00
 Concrete - Short Load Fee			4.00	EACH	\$225.00
 Lateral Bypass Temp Pavement			1,151.00	SY	\$71.00
 Lateral Bypass Permanent Pavement Patch			1,151.00	SY	\$82.00
 21 - Excavation For Bypass Outside Of Roadway			1,200.00	LF	\$92.48
 Trenching			1,200.00	LF	\$43.94
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (150.00 LF/DY, 8.00 DY, 8.00 HR/DY)			1,200.00	LF	\$43.94
 Truck - Crew			64.00	HR	\$42.25
 Water Truck - 4000 Gal			64.00	HR	\$82.31
 Wheel Loader - 40k LB			64.00	HR	\$94.96
 Foreman			64.00	HR	\$70.14
 Operator: Large Equipment [2]			64.00	HR	\$55.17
 Pipelayer			64.00	HR	\$46.41
 Laborer [2]			64.00	HR	\$40.28
 Water Truck Driver			64.00	HR	\$50.17
 Operator: Small Equipment			64.00	HR	\$50.31
 Excavator - 75k LB			64.00	HR	\$196.41
 Backfill			1,200.00	LF	\$46.04
 SL-PVC SDR 21 18in Art Extra Large Diameter Crew (150.00 LF/DY, 8.00 DY, 8.00 HR/DY)			1,200.00	LF	\$46.04

Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 21 - Excavation For Bypass Outside Of Roadway continued)</i>					
 Truck - Crew			64.00	HR	\$42.25
 Water Truck - 4000 Gal			64.00	HR	\$82.31
 Asphalt Roller - 57in-67in			64.00	HR	\$92.67
 Grader - 14ft Blade			64.00	HR	\$161.85
 Wheel Loader - 40k LB			64.00	HR	\$94.96
 Foreman			64.00	HR	\$77.15
 Operator: Large Equipment [2]			64.00	HR	\$60.68
 Laborer [2]			64.00	HR	\$44.30
 Leadman			64.00	HR	\$51.86
 Operator: Small Equipment			64.00	HR	\$50.31
 Irrigation Canal Bridge			1.00	EACH	\$3,000.00
 22 - Remove Bollards			4.00	EACH	\$645.94
 CP-Bollard 6in Crew (4.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			4.00	EACH	\$645.94
 Truck - Crew			8.00	HR	\$42.25
 Backhoe - Light			8.00	HR	\$73.58
 Foreman			8.00	HR	\$70.14
 Operator: Small Equipment			8.00	HR	\$50.31
 Pipelayer			8.00	HR	\$46.41
 Laborer			8.00	HR	\$40.28
 23 - Remove And Replace Bollards			4.00	EACH	\$2,407.08
 CP-Bollard 6in Crew (2.00 EACH/DY, 2.00 DY, 8.00 HR/DY)			4.00	EACH	\$1,453.00
 Truck - Crew			16.00	HR	\$42.25
 Backhoe - Light			16.00	HR	\$73.58
 Foreman			16.00	HR	\$70.14
 Operator: Small Equipment			16.00	HR	\$50.31
 Pipelayer			16.00	HR	\$46.41
 Laborer [2]			16.00	HR	\$40.28
 Ready Mix Concrete - MAG A 3000	135ZZ00001		4.00	CY	\$154.08
 Bollard - Bollard 6in	110ZZ00007		4.00	EACH	\$800.00
 24 - Furnish And Install 66" New Junction Structure			1.00	EACH	\$1,133,498.38
 Excavation And Backfill Of Structure			1.00	EACH	\$301,434.00
 SL-PVC SDR 35 60in< Res Extra Large Diameter Crew (0.04 EACH/DY, 25.00 DY, 8.00 HR/DY)			1.00	EACH	\$301,434.00
 Truck - Crew			200.00	HR	\$42.25
 Excavator - 110k LB			200.00	HR	\$226.58
 Wheel Loader - 40k LB			200.00	HR	\$94.96
 Backhoe - Light			200.00	HR	\$73.58
 Dump Truck - 10 Wheel			200.00	HR	\$88.40
 Water Truck - 4000 Gal			200.00	HR	\$82.31
 Foreman			200.00	HR	\$81.83
 Operator: Large Equipment [3]			200.00	HR	\$64.36
 Pipelayer [2]			200.00	HR	\$54.14
 Laborer [2]			200.00	HR	\$46.99
 Truck Driver			200.00	HR	\$58.53
 Water Truck Driver			200.00	HR	\$58.53
 Excavator - 160k LB			200.00	HR	\$304.86

Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 24 - Furnish And Install 66" New Junction Structure continued)</i>					
 Pipe Collar Connections			3.00	EACH	\$7,595.66
 SD-Collar 60in Crew (0.86 EACH/DY, 3.50 DY, 8.00 HR/DY)			3.00	EACH	\$6,491.89
 Truck - Crew			28.00	HR	\$42.25
 Foreman			28.00	HR	\$81.83
 Operator: Large Equipment			28.00	HR	\$64.36
 Pipelayer [2]			28.00	HR	\$54.14
 Laborer [2]			28.00	HR	\$46.99
 Excavator - 160k LB			28.00	HR	\$304.86
 Formwork And Supplies			1.00	LS	\$1,000.00
 Ready Mix Concrete - MAG C 2000	135ZZ00005		15.75	CY	\$146.75
 Soft Dig Corners / Pipe			10.00	DY	\$2,772.70
 GC-Combo Hydro Truck Crew (1.00 DY/DY, 10.00 DY, 8.00 HR/DY)			10.00	DY	\$2,772.70
 Combo Truck Operator			100.00	HR	\$65.87
 Combo Truck Assistant			100.00	HR	\$51.40
 Hydro Excavation Vac Truck			80.00	HR	\$200.00
 Shoring Rental			1.00	EACH	\$61,724.00
 Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		446.25	CY	\$109.00
 Buy Structure			1.00	EACH	\$554,795.00
 Saw Cut Pipe			2.00	EACH	\$1,500.00
 Aggregate - ABC MAG Spec	100AA00003		63.80	TON	\$21.50
 Buy Pipe Materials			80.00	LF	\$609.64
 Trucking (6.25 DY, 2.40 Trucks, 1.20 EACH/HR)			60.00	EACH	\$270.00
 Dump Fees			65.00	EACH	\$76.92
 Dump Fee - Concrete	95040040		5.00	LOAD	\$100.00
 Dump Fee - Dirt			60.00	LOAD	\$75.00
 Crane			1.00	EACH	\$25,938.00
 Testing Structure			1.00	EACH	\$12,389.74
 Manhole Testing (0.67 EACH/DY, 1.50 DY, 8.00 HR/DY)			1.00	EACH	\$10,339.74
 42" - 72" Pipe Plug [3]			12.00	HR	\$94.56
 Air Compressor - 185CFM			12.00	HR	\$29.85
 Backhoe - Light			12.00	HR	\$73.58
 Blower 24in - Trailer Mounted			12.00	HR	\$40.69
 Confined Space Equipment	90200000		1.50	DY	\$125.00
 Flatbed Trailer			12.00	HR	\$12.75
 Vacuum Trailer			12.00	HR	\$68.96
 Foreman			12.00	HR	\$81.83
 Laborer [2]			12.00	HR	\$46.53
 Leadman			12.00	HR	\$55.01
 Operator: Large Equipment			12.00	HR	\$64.36
 Truck - Crew			12.00	HR	\$42.25
 Grout Exterior Joint			100.00	EACH	\$20.50
 66-inch Pipe Plug For Future Line			1.00	EACH	\$3,719.49
 SD-Cut & Plug Extra Large Diameter Crew (3.00 EACH/DY, 0.33 DY, 8.00 HR/DY)			1.00	EACH	\$2,959.49
 Truck - Crew			2.67	HR	\$42.25
 Excavator - 110k LB			2.67	HR	\$226.58

Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 24 - Furnish And Install 66" New Junction Structure continued)</i>					
 Wheel Loader - 40k LB			2.67	HR	\$94.96
 Backhoe - Light			2.67	HR	\$73.58
 Dump Truck - 10 Wheel			2.67	HR	\$88.40
 Water Truck - 4000 Gal			2.67	HR	\$82.31
 Foreman			2.67	HR	\$69.45
 Operator: Large Equipment [3]			2.67	HR	\$55.30
 Pipelayer [2]			2.67	HR	\$46.38
 Laborer [2]			2.67	HR	\$40.14
 Truck Driver			2.67	HR	\$46.67
 Water Truck Driver			2.67	HR	\$46.67
 Cement - Concrete Mix 60#	110ZZ00001		50.00	BAG	\$10.00
 Block			65.00	EACH	\$4.00
 25 - Furnish & Install Of OWRF Manhole			1.00	EACH	\$658,878.86
 Confined Space Support			11.00	DY	\$826.44
 Confined Space Equipment	90200000		11.00	DY	\$125.00
 Blower 24in - Trailer Mounted			88.00	HR	\$40.69
 Laborer			88.00	HR	\$46.99
 Buy Pipe			20.00	LF	\$609.64
 Materials			1.00	EACH	\$230,853.70
 Aggregate - ABC MAG Spec	100AA00003		52.80	TON	\$21.50
 Ready Mix - Slurry ABC Slurry	135AA00001		661.50	CY	\$109.00
 Buy Structure			1.00	EACH	\$157,615.00
 Shoring			1.00	EACH	\$60,816.00
 Hydro Excavate Pipe			830.00	CY	\$313.00
 Hydro Excavate			830.00	CY	\$313.00
 GC-Combo Hydro Truck Crew (25.94 CY/DY, 32.00 DY, 8.00 HR/DY)			830.00	CY	\$214.78
 Combo Truck [2]			256.00	HR	\$200.00
 Hydro Excavation Operator [2]			320.00	HR	\$64.58
 Hydro Excavation Truck Assistant [2]			320.00	HR	\$53.97
 Set Slide Rail (37.73 EACH/DY, 22.00 DY, 8.00 HR/DY)			830.00	EACH	\$98.22
 Truck - Crew			176.00	HR	\$42.25
 Backhoe - Light			176.00	HR	\$73.58
 Foreman			176.00	HR	\$81.83
 Operator: Large Equipment [2]			176.00	HR	\$58.70
 Pipelayer			176.00	HR	\$54.14
 Laborer [2]			176.00	HR	\$46.99
 Excavator - 160k LB			0.00	HR	\$304.86
 Set Structure			1.00	EACH	\$15,048.00
 Demo Existing Structure			1.00	EACH	\$42,755.20
 Demo Existing Structure (0.20 EACH/DY, 5.00 DY, 8.00 HR/DY)			1.00	EACH	\$42,755.20
 Truck - Crew			40.00	HR	\$42.25
 Backhoe - Light			40.00	HR	\$73.58
 Dump Truck - 10 Wheel			40.00	HR	\$88.40
 Foreman			40.00	HR	\$81.83
 Operator: Large Equipment [2]			40.00	HR	\$64.36

Description		Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
(Item 25 - Furnish & Install Of OWRF Manhole)						
 Pipelayer [2]				40.00	HR	\$54.14
 Laborer [2]				40.00	HR	\$46.99
 Truck Driver				40.00	HR	\$58.53
 Hydraulic Hammer - 10k FT LB				40.00	HR	\$88.45
 Excavator - 160k LB				40.00	HR	\$304.86
 Install Pipe Collars				3.00	EACH	\$4,952.32
 Install Pipe Collar 36" & 66" Pipe (0.75 EACH/DY, 4.00 DY, 8.00 HR/DY)				3.00	EACH	\$4,952.32
 Truck - Crew				32.00	HR	\$42.25
 Backhoe - Light				32.00	HR	\$73.58
 Foreman				32.00	HR	\$81.83
 Operator: Large Equipment				32.00	HR	\$64.36
 Pipelayer [2]				32.00	HR	\$54.14
 Laborer [2]				32.00	HR	\$46.99
 Stacking Out Structure				1.00	EACH	\$6,668.00
 Stack Structure (1.00 EACH/DY, 1.00 DY, 8.00 HR/DY)				1.00	EACH	\$6,668.00
 Truck - Crew				8.00	HR	\$42.25
 Backhoe - Light				8.00	HR	\$73.58
 Foreman				8.00	HR	\$81.83
 Operator: Large Equipment [2]				8.00	HR	\$64.36
 Pipelayer [2]				8.00	HR	\$54.14
 Laborer [2]				8.00	HR	\$46.99
 Excavator - 160k LB				8.00	HR	\$304.86
 Testing Structure				1.00	EACH	\$3,097.60
 Manhole Testing (2.00 EACH/DY, 0.50 DY, 8.00 HR/DY)				1.00	EACH	\$3,097.60
 36" - 60" Pipe Plug				0.50	DY	\$51.16
 42" - 72" Pipe Plug [2]				4.00	HR	\$94.56
 Air Compressor - 185CFM				4.00	HR	\$29.85
 Backhoe - Light				4.00	HR	\$73.58
 Blower 24in - Trailer Mounted				4.00	HR	\$40.69
 Confined Space Equipment		90200000		0.50	DY	\$125.00
 Flatbed Trailer				4.00	HR	\$12.75
 Vacuum Trailer				4.00	HR	\$68.96
 Foreman				4.00	HR	\$81.83
 Laborer [2]				4.00	HR	\$46.99
 Leadman				4.00	HR	\$55.01
 Operator: Large Equipment				4.00	HR	\$64.36
 Truck - Crew				4.00	HR	\$42.25
 Buy 36-inch PVC				14.00	LF	\$265.00
 26 - Abandon OWRF Pump Back Station				2.00	EACH	\$45,234.13
 Demo Existing Structure				2.00	EACH	\$40,378.75
 Demo Existing Structure (0.33 EACH/DY, 6.00 DY, 8.00 HR/DY)				2.00	EACH	\$25,653.12
 Truck - Crew				48.00	HR	\$42.25
 Backhoe - Light				48.00	HR	\$73.58
 Dump Truck - 10 Wheel				48.00	HR	\$88.40
 Foreman				48.00	HR	\$81.83

Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 26 - Abandon OWRF Pump Back Station continued)</i>					
 Operator: Large Equipment [2]			48.00	HR	\$64.36
 Pipelayer [2]			48.00	HR	\$54.14
 Laborer [2]			48.00	HR	\$46.99
 Truck Driver			48.00	HR	\$58.53
 Hydraulic Hammer - 10k FT LB			48.00	HR	\$88.45
 Excavator - 160k LB			48.00	HR	\$304.86
 Trucking (2.00 DY, 1.25 Trucks, 0.13 EACH/HR)			2.00	EACH	\$1,350.00
 Dump Fee - Concrete	95040040		10.00	LOAD	\$100.00
 Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		236.25	CY	\$109.00
 Saw Cut Structure			2.00	EACH	\$3,000.00
 Plug Drain			1.00	EACH	\$3,710.78
 Demo Existing Structure (1.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			1.00	EACH	\$2,177.60
 Truck - Crew			8.00	HR	\$42.25
 Foreman			8.00	HR	\$81.83
 Pipelayer			8.00	HR	\$54.14
 Laborer [2]			8.00	HR	\$46.99
 Ready Mix Concrete - MAG C 2000	135ZZ00005		2.10	CY	\$146.75
 Block For Plugs	110ZZ00001		100.00	BAG	\$10.00
 Concrete - Short Load Fee			1.00	EACH	\$225.00
 27 - Abandon Manhole			2.00	EACH	\$13,322.68
 Abandon Manhole (0.50 EACH/DY, 4.00 DY, 8.00 HR/DY)			2.00	EACH	\$8,186.88
 Backhoe - Light			32.00	HR	\$73.58
 Water Truck - 2000 Gal			32.00	HR	\$51.00
 Foreman			32.00	HR	\$81.83
 Laborer [2]			32.00	HR	\$46.99
 Operator: Large Equipment			32.00	HR	\$64.36
 Dump Truck - 10 Wheel			32.00	HR	\$88.40
 Truck Driver			32.00	HR	\$58.53
 Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		92.40	CY	\$109.00
 Dump Fee - Concrete	95040040		2.00	LOAD	\$100.00
 28 - General Conditions			15.00	MO	\$109,996.84
 Office Rental			12.00	MO	\$3,250.00
 Office Trailer Rental			12.00	MO	\$3,250.00
 Job Office Expense			12.00	MO	\$500.00
 Office Power			12.00	MO	\$500.00
 ST&S			73,769.00	MH	\$3.00
 Software / Hardware / Devices			15.00	MO	\$250.00
 Water And Ice			15.00	MO	\$1,000.00
 Site Security			15.00	MO	\$3,000.00
 Project Supervision(Full Time Project Super / 1/2 Time Bypass Super)			22.50	MO	\$23,272.48
 JI-Project Superintendent Crew (22.00 DY/MO, 495.00 DY, 8.00 HR/DY)			22.50	MO	\$23,272.48
 Truck - Management			3,960.00	HR	\$28.96
 Project Superintendent			3,960.00	HR	\$103.27
 Project Management			15.00	MO	\$25,831.52











Description	Job Cost ID	Task JC ID	Quantity	UM	Unit Cost
<i>(Item 28 - General Conditions continued)</i>					
 JI-Project Manager Crew (22.00 DY/MO, 330.00 DY, 8.00 HR/DY)			15.00	MO	\$25,831.52
 Truck - Management			2,640.00	HR	\$28.96
 Project Manager			2,640.00	HR	\$117.81
 Project Engineer			15.00	MO	\$19,852.80
 JI-Project Engineer Crew (22.00 DY/MO, 330.00 DY, 8.00 HR/DY)			15.00	MO	\$19,852.80
 Truck - Management			2,640.00	HR	\$28.96
 Project Engineer			2,640.00	HR	\$83.84
 Builder Risk Insurance			1.00	EACH	\$84,000.00
 Dumpster Service			12.00	MO	\$500.00
 Portable Restrooms			15.00	MO	\$1,000.00

Exhibit D4: List of GMP Documents

PRICE ROAD 66-INCH SEWER INTERCEPTOR REAHBILITATION











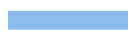





















































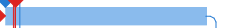




















COC Project Number: WW2302.401

GMP Design

(4/25/2024)

DOCUMENTS:

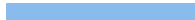
- CITY OF CHANDLER, ARIZONA – PRICE ROAD 66-INCH SEWER INTERCEPTOR REHABILITATION. PROJECT NUMBER WW2302.201, TECHNICAL SPECIFICATIONS, DECEMBER 22, 2023
- CITY OF CHANDLER, ARIZONA – PRICE ROAD 66-INCH SEWER INTERCEPTOR REHABILITATION. PROJECT NUMBER WW2302.401, DATE: FEBRURARY 2024

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026						
								Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec							
1			WW2302.401 - Price 66-inch Rehabilitation Project Baseline	423.88 days	Wed 5/1/24	Mon 1/5/26																													
2			General Adminstration	423.88 days	Wed 5/1/24	Mon 1/5/26																													
4			Submittals	20 days	Wed 5/1/24	Tue 5/28/24																													
5			ADOT Permit	45 days	Tue 5/28/24	Tue 7/30/24																													
3			NTP	0 days	Mon 6/24/24	Mon 6/24/24		 6/24																											
6			SWPPP Setup	5 days	Mon 6/24/24	Fri 6/28/24	3																												
7			Punchlist	0 days	Mon 1/5/26	Mon 1/5/26	56,57,58,59,52	 1/5																											
8			66-inch Bypass Setup	90 days	Mon 7/1/24	Tue 11/5/24																													
9			Mobilization	20 days	Mon 7/1/24	Mon 7/29/24	6																												
11			Prelower Manholes for Bypass	11 days	Fri 7/5/24	Fri 7/19/24	9SS+3 days																												
10			2 Crews Fusion and Bypass Pipe Setup	55 days	Tue 7/9/24	Tue 9/24/24	9SS+5 days																												
12			Excavate Suction Pits / Subcut ADOT	16 days	Tue 7/30/24	Tue 8/20/24	11,9																												
13			Trenching Bypass Piping	45 days	Mon 7/22/24	Mon 9/23/24	11																												
15			Lateral Bypass Trenching	20 days	Mon 8/12/24	Mon 9/9/24	13SS+15 days																												
16			Setup 66" Pump Station	15 days	Wed 8/21/24	Wed 9/11/24	12																												
18			Price Junction Structure Bypass Setup	5 days	Thu 9/12/24	Wed 9/18/24	16																												
23			Setup Lateral Bypass Pump Stations	22 days	Tue 9/10/24	Wed 10/9/24	15																												
14			Trenching Outside of Roadway	15 days	Tue 9/24/24	Mon 10/14/24	13																												
21			Lateral Bypass Fusion	11 days	Tue 9/24/24	Tue 10/8/24	13																												
19			66-inch Bypass Temporary Paving	5 days	Wed 9/25/24	Tue 10/1/24	10																												
22			Test Lateral Bypass Pipe	6 days	Wed 10/9/24	Wed 10/16/24	21																												
20			Install CIPP Water Supply	8 days	Thu 10/10/24	Mon 10/21/24	23																												
17			Test 18-inch and 24-inch Bypass Piping	15 days	Tue 10/15/24	Mon 11/4/24	13,10,14																												
24			Temp Pave Lateral Bypass	5 days	Thu 10/17/24	Wed 10/23/24	22																												
25			Remove OWRF MH Discharge Cone	1 day	Tue 11/5/24	Tue 11/5/24	16,17,10																												
26			66-inch Pipe Rehabilitation	123.88 days	Wed 11/6/24	Fri 5/2/25																													
27			Install Manhole Crew One	85 days	Wed 11/6/24	Fri 2/14/25	28SS,25,19																												
28			Set Plug and Start 66-inch Bypass	2 days	Wed 11/6/24	Thu 11/7/24	25																												
32			Install Manhole Crew Two	85 days	Wed 11/6/24	Fri 2/14/25	28SS,25																												
29			Price Junction Structure Tie-In	2 days	Fri 11/8/24	Mon 11/11/24	28,17																												
30			Mobilize OWRF Manhole Install	35 days	Fri 11/8/24	Thu 12/19/24	28,25																												
31			Lateral Bypass Startup	4 days	Fri 11/8/24	Wed 11/13/24	28,25																												
34			Clean 66" Pipe and Perform Inspection	40 days	Wed 11/13/24	Mon 12/30/24	31,24																												
33			Diversion Structure Installation	35 days	Thu 12/19/24	Thu 1/30/25	30																												
35			Installation of 66" CIPP	50 days	Fri 2/14/25	Tue 4/15/25	32,33,34,29																												
36			Post Pano Manholes	5 days	Fri 2/14/25	Fri 2/21/25	27,32,33,30																												

Project: Price Road 66-inch Reh


Date: Thu 4/25/24

Task




Inactive Task

Split




Inactive Milestone

Milestone




Inactive Summary

Summary




Manual Task


Project Summary




Duration-only




Manual Summary Rollup




Manual Summary




Start-only




Finish-only




External Tasks




External Milestone




Deadline




Critical



Critical Split





Progress



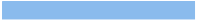
Manual Progress

Page 1


ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026	
								Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
37			Post Pano CIPP	12 days	Thu 4/3/25	Thu 4/17/25	35SS+40 days																							
38			Abandon Manholes	5 days	Tue 4/15/25	Mon 4/21/25	35																							
40			Process Post Pano	10 days	Thu 4/17/25	Thu 5/1/25	37																							
39			Remove Bollards	2 days	Tue 4/22/25	Wed 4/23/25	38																							
41			Shutdown Bypass	1 day	Thu 5/1/25	Fri 5/2/25	40,36																							
42			Price 66-inch Remove Bypass	167 days	Fri 5/2/25	Mon 1/5/26																								
43			Flush and Swabb Bypass Pipe	6 days	Fri 5/2/25	Mon 5/12/25	41																							
44			Reconnect Price Junction Structure Foremain	2 days	Mon 5/12/25	Wed 5/14/25	43																							
45			Remove Pumps Station	12 days	Wed 5/14/25	Mon 6/2/25	44																							
46			Repair Coupons on 66" Pipe at 66-inch Suction Pits	5 days	Mon 6/2/25	Mon 6/9/25	45																							
47			Remove CMP and Backfill Suction Pits	3 days	Mon 6/9/25	Thu 6/12/25	46																							
48			Remove 66-inch Bypass Piping	55 days	Thu 6/12/25	Thu 8/28/25	47																							
51			Backfill ADOT Property	9 days	Thu 6/12/25	Wed 6/25/25	47																							
52			Irrigation Repairs for Landscaping	10 days	Wed 6/25/25	Thu 7/10/25	51																							
55			Restore OWRF Manhole	2 days	Wed 6/25/25	Fri 6/27/25	51																							
56			Repair Fencing at OWRF	3 days	Fri 6/27/25	Wed 7/2/25	55																							
49			Remove Lateral Bypass Piping	10 days	Thu 8/28/25	Thu 9/11/25	48																							
53			Concrete Repairs	25 days	Thu 8/28/25	Mon 10/6/25	48,39																							
57			Finish Grade Bypass Alignment Outside of Roadway	5 days	Thu 8/28/25	Mon 9/8/25	48																							
50			Remove Water Piping	5 days	Thu 9/11/25	Thu 9/18/25	49																							
54			Pavement Restoration	10 days	Mon 10/6/25	Mon 10/20/25	53,50																							
60			Complete Manhole Adjustments	8 days	Mon 10/20/25	Thu 10/30/25	54																							
58			Seal Roadway	4 days	Wed 11/19/25	Tue 11/25/25	54FS+22 days,49,60																							
59			Final Striping	2 days	Wed 12/31/25	Mon 1/5/26	58FS+22 days																							

Project: Price Road 66-inch Reh
Date: Thu 4/25/24


Task




Inactive Task




Manual Summary Rollup




External Milestone




Manual Progress




Split




Inactive Milestone




Manual Summary




Deadline




Milestone




Inactive Summary




Start-only




Critical




Summary




Manual Task




Finish-only




Critical Split




Project Summary




Duration-only



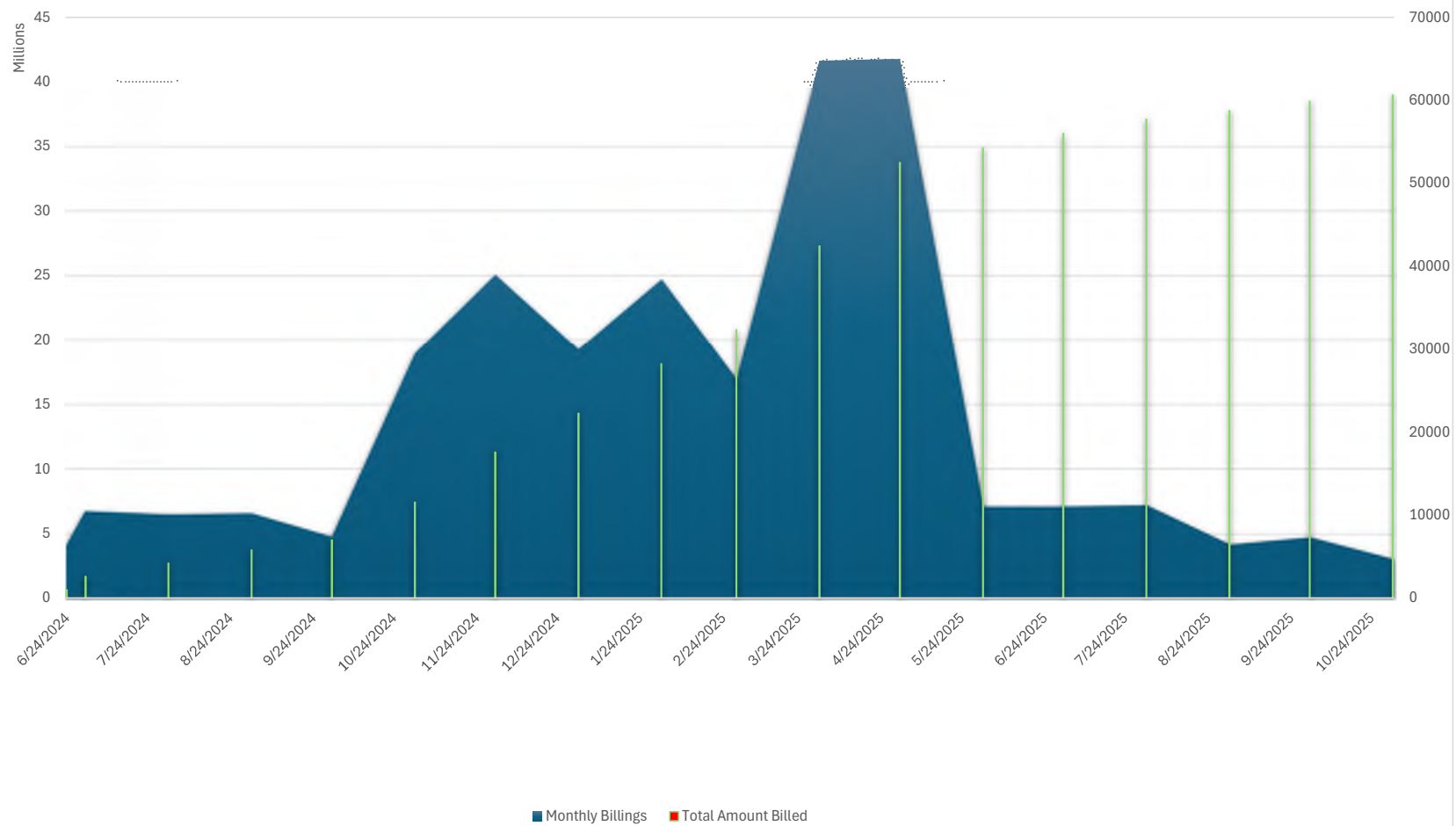
External Tasks



Progress



WW2302.401 - Price Road 66" Pipe Sewer Interceptor Rehabilitation Project GMP Cash Flow

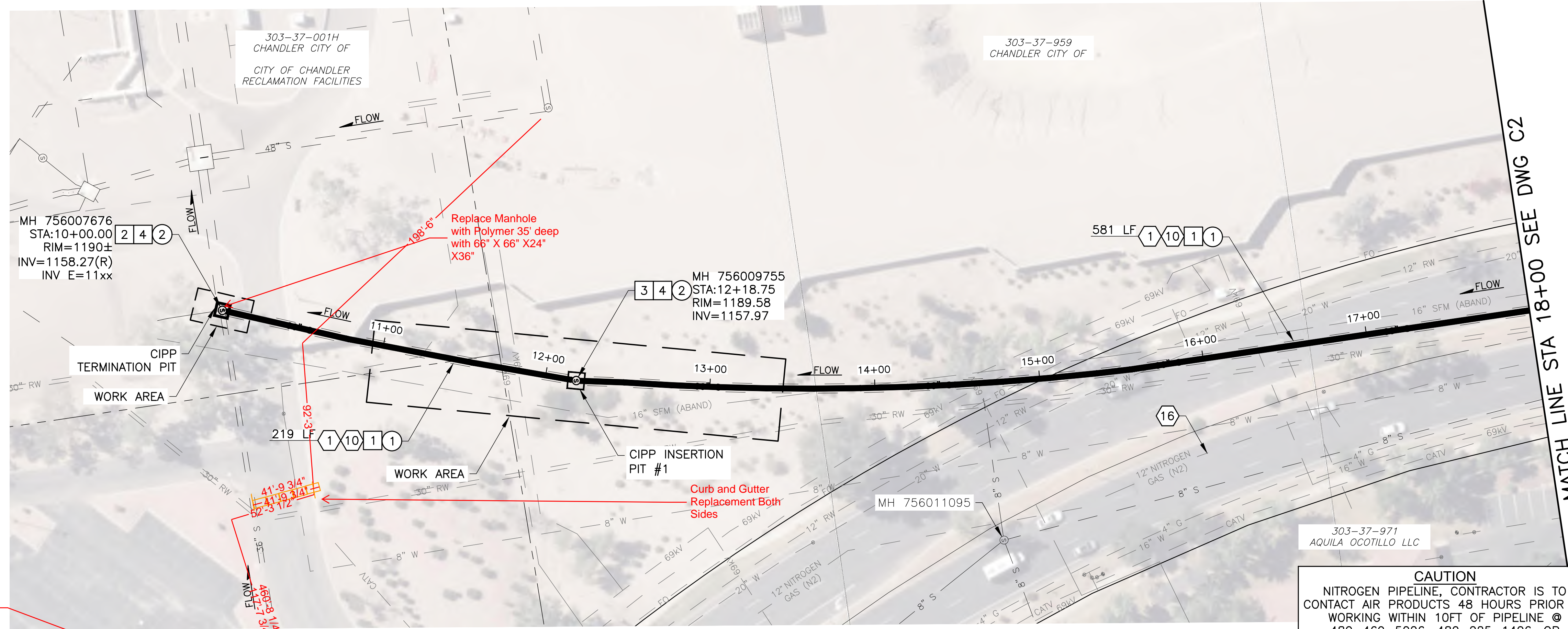


Price 66-inch Risk Register



	Risk Number	Description of Risk	Level of Risk	Percentage of Risk	Cost of Risk	Budget Contingency Based of Risk and Cost
1	1	Poor Soil Conditions Increase Backfill and Asphalt	High	50%	\$111,592.00	\$55,796.00
2	2	Unknown Condition or Miss Marked Utilities (Hard Dig, Old Concrete Road, Unknown Utilities)	Low	15%	\$5,250.00	\$787.50
3	3	ADOT/Railway limits closure to delay work	High	50%	\$5,000.00	\$2,500.00
4	4	Exceed Concrete and Asphalt repairs due to poor existing conditions	Medium	20%	\$5,200.00	\$1,040.00
5	5	Material Escalation (Rock, Slurry, ABC, Concrete, Pipe)	Low	60%	\$42,980.00	\$25,788.00
6	6	Fuel Escalation (Fuel is calculated in our equipment rates based on national fuel cost for the Arizona territory.) Back will provide equipment watch backup for cost difference if escalation reach over 3% from the GMP. Fuel associate with trucking cost will be based on over 3% of \$4.00 per gallon.	Low	35%	\$100,838.00	\$35,293.30
7	7	Asphalt Treatment Post Construction (Slurry Seal, Microseal, PMM, Fog Seal, Crack Seal other than trench edge)	Low	25%	\$10,700.00	\$2,675.00
8	8	Reduce Shift to Off Peak Hours 8am-3pm 6 hour production only and TC Growth	High	10%	\$88,000.00	\$8,800.00
9	9	Subcontractor Escalation (Fuel, Labor, Materials, Force Majeure, COVID)	Medium	25%	\$450,000.00	\$112,500.00
10	10	Delay due to existing pipe condition cause increased bypass duration	High	50%	\$970,136.00	\$485,068.00
11	11	Delay in material deliveries increase bypass length	High	25%	\$323,378.67	\$80,844.67
12	12	Due to no design or subsurface evaluation with new manhole installation there will be potential conflict or utility relocations to accommodate shoring and new manholes	High	75%	\$650,000.00	\$487,500.00
13	13	Over-run on TC / Police from any of the items listed above.	Low	50%	\$148,680.00	\$74,340.00
14						\$1,372,932.47
15				Markup Coefficient	1.15	\$1,578,872.34

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CAUTION: OVERHEAD ELECTRIC LINES

0' 20' 40' 80'

SCALE: 1"=40' (HORZ)
1"=8' (VERT)

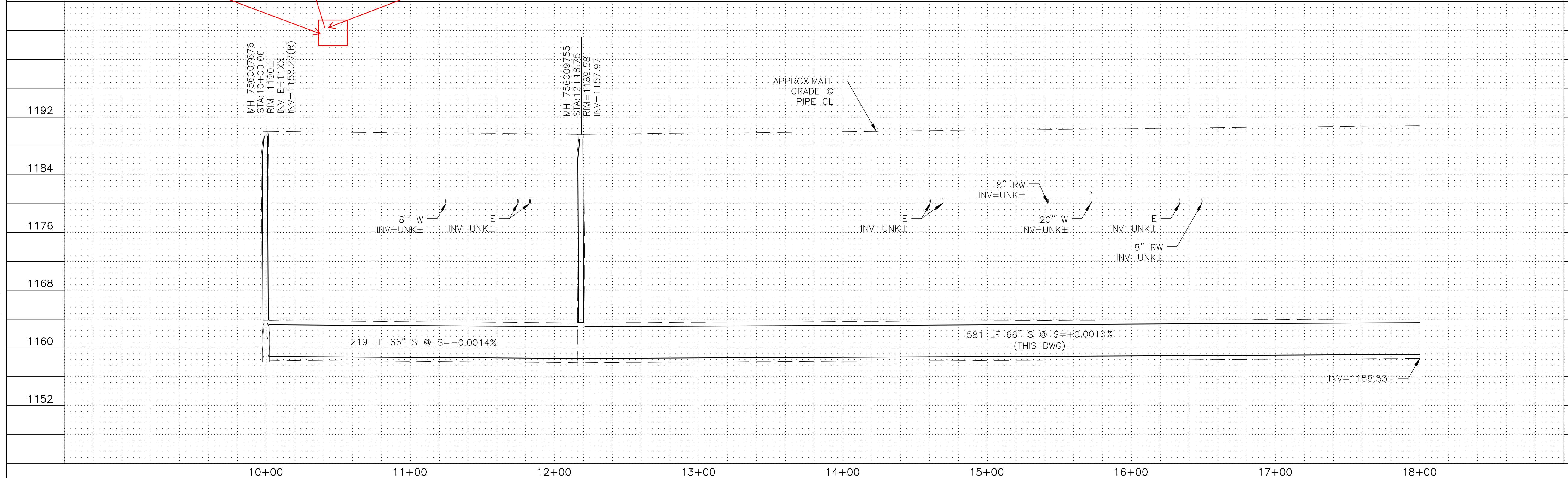
REMOVAL NOTES		
1	HYDRO BLAST CLEAN TO REMOVE ATTACHED DEPOSITS & DEBRIS PRIOR TO INSTALLING CIPP LINER TECHNICAL SPECIFICATION SECTION 02146	800 LF
2	GRIT & HYDRO BLAST CLEAN MANHOLE CHANNEL, BENCH, & WALLS REMOVE DETERIORATED CONCRETE REPAIR TO ORIGINAL DIMENSIONS TECHNICAL SPECIFICATION SECTION 02146	1 EA
3	GRIT & HYDRO BLAST CLEAN MANHOLE CHANNEL, BENCH, & WALLS REMOVE DETERIORATED CONCRETE REBUILD BENCH & THROAT DET 5, DWG S2.2	1 EA
4	REMOVE & REPLACE MANHOLE FRAME & COVER, & COLLAR 30" COMPOSITE FRAME & COVER TO BE PROVIDED BY CITY COC STD DET C-400 & C-401	2 EA

CONSTRUCTION NOTES		
1	INSTALL CIPP LINER INTO EXST 66" SANITARY SEWER TECHNICAL SPECIFICATION SECTION 02148	800 LF
2	INSTALL 60" COMPOSITE MANHOLE INSERT TECHNICAL SPECIFICATION SECTION 13128	2 EA

REFERENCE NOTES		
1	REMOVE T-LOCK THAT MAY HINDER LINER INSTALLATION	
10	REFER TO DWG BP1 & BP2 FOR CONCEPTUAL SEWER BYPASS PLANS. CONTRACTOR SHALL PREPARE DETAILED BYPASS PLANS & SUBMIT TO THE CITY FOR REVIEW PRIOR TO SETUP	
16	REFER TO DWG G3 FOR NITROGEN PIPE CONSTRUCTION NOTES	

SHEET INDEX

NOTE:
PIPE DIAMETER OBTAINED FROM CITY GIS GEODATABASE. MANHOLE DEPTHS OBTAINED FROM FIELD MEASUREMENTS. CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO ORDERING MATERIALS.

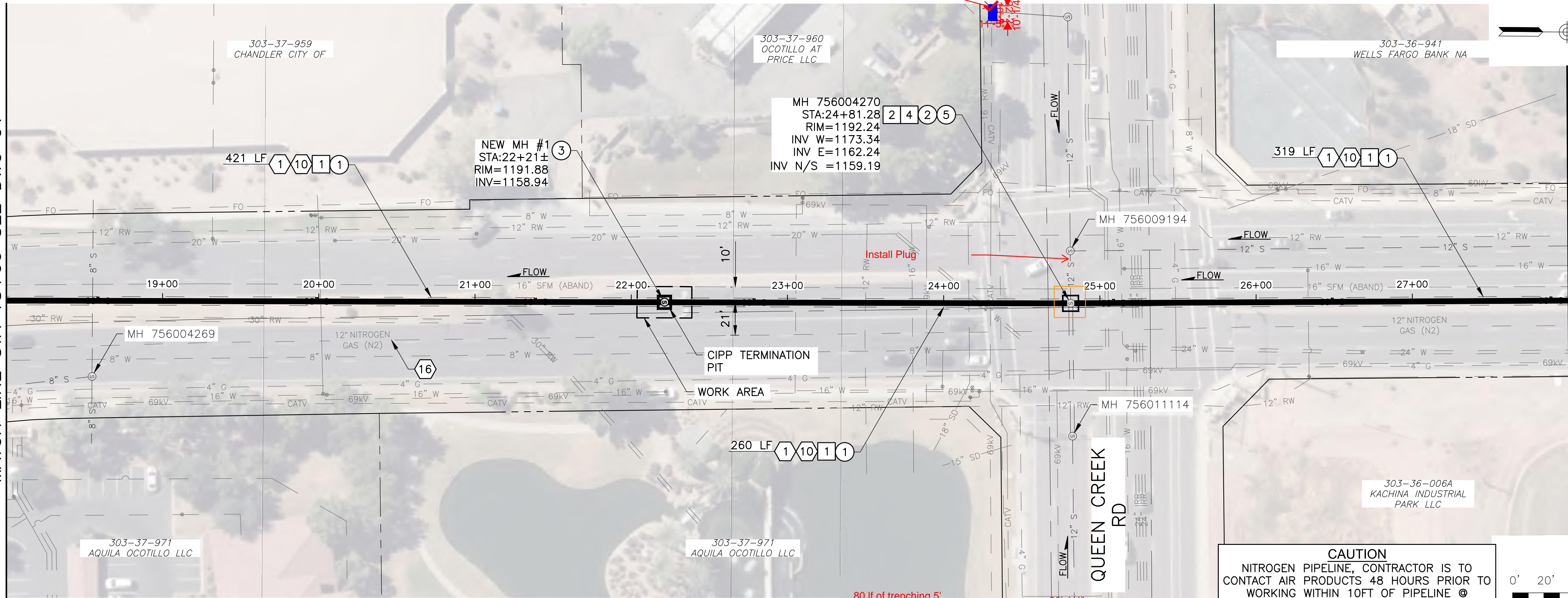


				DESIGNED BY: JAR DRAWN BY: SKF SHEET CHK'D BY: MCN CROSS CHK'D BY: JVG APPROVED BY: MCN DATE: 12/2023	PRELIMINARY SUBMITTAL 60% NOT FOR CONSTRUCTION OR RECORDING	DIBBLE DIBBLE 3020 E. CAMELBACK RD, SUITE 201 PHOENIX, AZ 85016 CONTACT: MARC NELSON, P.E. PHONE: (602)957-1155 EMAIL: MARC.NELSON@DIBBLECORP.COM DIBBLECORP.COM	CITY OF CHANDLER, ARIZONA PRICE ROAD 66-INCH SEWER INTERCEPTOR REHABILITATION	C.O.C. LOG NO. - PIPE & MANHOLE REHABILITATION	PROJECT NO.: WW2302.401 FILE NAME: 23140-5-SRPP.DWG DRAWING NO. C1 SHEET 05 OF 26
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MATCH LINE STA 18+00 SEE DWG C1

MATCH LINE STA 28+00 SEE DWG C3



PRICE RD

80 lf of trenching 5' wide two manhole adjustments for lateral bypass

80'-1/4" 80'-1/4"

CAUTION
NITROGEN PIPELINE, CONTRACTOR IS TO CONTACT AIR PRODUCTS 48 HOURS PRIOR TO WORKING WITHIN 10FT OF PIPELINE @ 480-469-5026, 480-225-1406, OR 480-899-1177, REFER TO REFERENCE NOTE 16

0' 20' 40' 80'
SCALE: 1"=40' (HORZ)
1"=8' (VERT)

REMOVAL NOTES

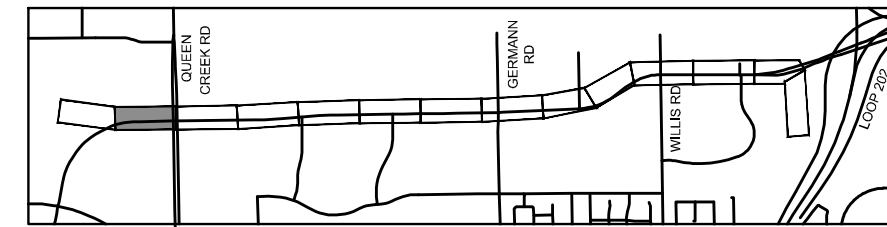
- 1 HYDRO BLAST CLEAN TO REMOVE ATTACHED DEPOSITS & DEBRIS PRIOR TO INSTALLING CIPP LINER TECHNICAL SPECIFICATION SECTION 02146 1000 LF
- 2 GRIT & HYDRO BLAST CLEAN MANHOLE CHANNEL, BENCH, & WALLS REMOVE DETERIORATED CONCRETE REPAIR TO ORIGINAL DIMENSIONS TECHNICAL SPECIFICATION SECTION 02146 1 EA
- 4 REMOVE & REPLACE MANHOLE FRAME & COVER, & COLLAR 30" COMPOSITE FRAME & COVER TO BE PROVIDED BY CITY COC STD DET C-400 & C-401 1 EA

CONSTRUCTION NOTES

- 1 INSTALL CIPP LINER INTO EXST 66" SANITARY SEWER TECHNICAL SPECIFICATION SECTION 02148 1000 LF
- 2 INSTALL 60" COMPOSITE MANHOLE INSERT TECHNICAL SPECIFICATION SECTION 13128 1 EA
- 3 60" POLYMER CONCRETE SEWER MANHOLE DET 6, DWG S2.3 30" COMPOSITE FRAME & COVER TO BE PROVIDED BY CITY COC STD DET C-400 & C-401 1 EA
- 5 INSTALL CIPP PRE-LINER FOR MANHOLE TO BE LINED THROUGH 1 EA

REFERENCE NOTES

- 1 REMOVE T-LOCK THAT MAY HINDER LINER INSTALLATION
- 10 REFER TO DWG BP1 & BP2 FOR CONCEPTUAL SEWER BYPASS PLANS. CONTRACTOR SHALL PREPARE DETAILED BYPASS PLANS & SUBMIT TO THE CITY FOR REVIEW PRIOR TO SETUP
- 16 REFER TO DWG G3 FOR NITROGEN PIPE CONSTRUCTION NOTES



SHEET INDEX

NOTE:
PIPE DIAMETER OBTAINED FROM CITY GIS GEODATABASE. MANHOLE DEPTHS OBTAINED FROM FIELD MEASUREMENTS. CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO ORDERING MATERIALS.



PROJECT NO.:
WW2302.401

FILE NAME:
23140-5-SRPP.DWG

DRAWING NO.

C2

SHEET 06 OF 26

C.O.C. LOG NO. -

PIPE & MANHOLE
REHABILITATION

CITY OF CHANDLER, ARIZONA
PRICE ROAD 66-INCH SEWER
INTERCEPTOR REHABILITATION

DIBBLE

DIBBLE
3020 E. CAMELBACK RD, SUITE 201
PHOENIX, AZ 85016
CONTACT: MARC NELSON, P.E.
PHONE: (602)957-1155
EMAIL: MARC.NELSON@DIBBLECORP.COM
DIBBLECORP.COM

PRELIMINARY
SUBMITTAL

60%

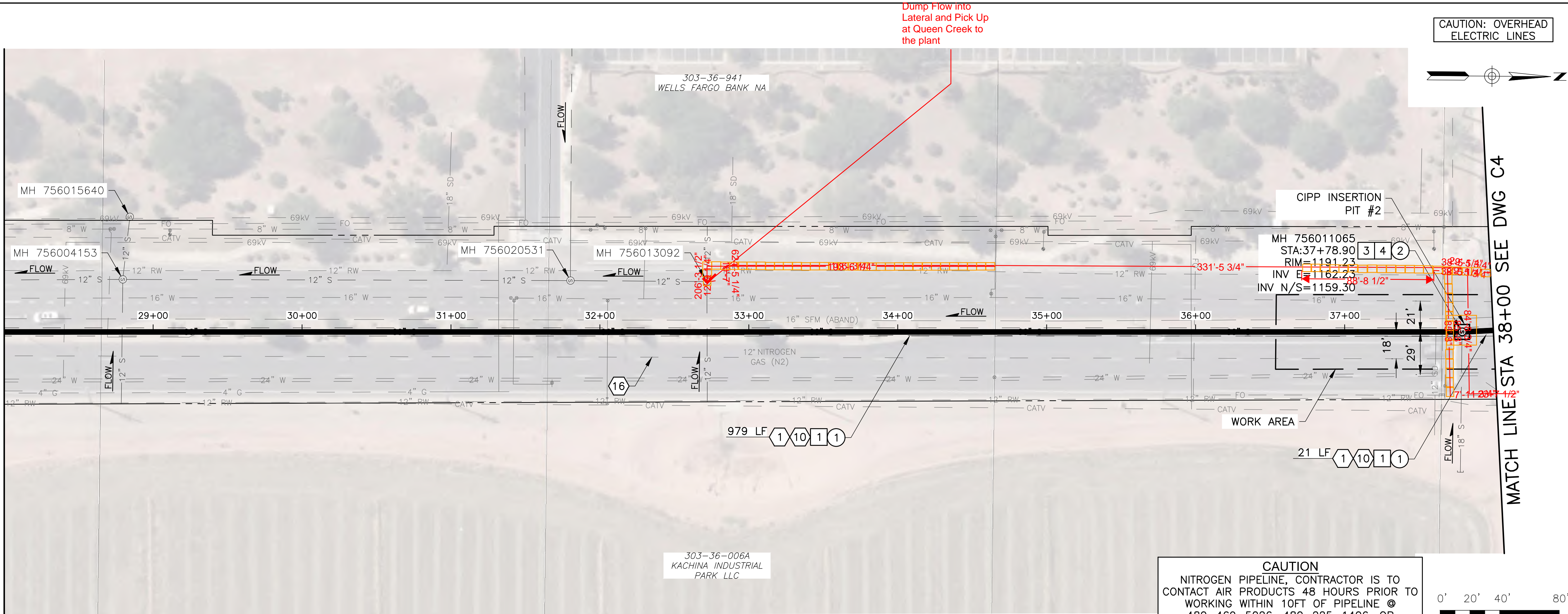
NOT FOR
CONSTRUCTION
OR RECORDING

DESIGNED BY: JAR
DRAWN BY: SKF
SHEET CHK'D BY: MCN
CROSS CHK'D BY: JVG
APPROVED BY: MCN
DATE: 12/2023

REV. NO. DATE DRWN CHKD REMARKS

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MATCH LINE STA 28+00 SEE DWG C2



CAUTION: OVERHEAD
ELECTRIC LINES

0' 20' 40' 80'
SCALE: 1"=40' (HORZ)
1"=8' (VERT)

PRICE RD

CAUTION
NITROGEN PIPELINE, CONTRACTOR IS TO
CONTACT AIR PRODUCTS 48 HOURS PRIOR TO
WORKING WITHIN 10FT OF PIPELINE @
480-469-5026, 480-225-1406, OR
480-899-1177,
REFER TO REFERENCE NOTE 16

REMOVAL NOTES

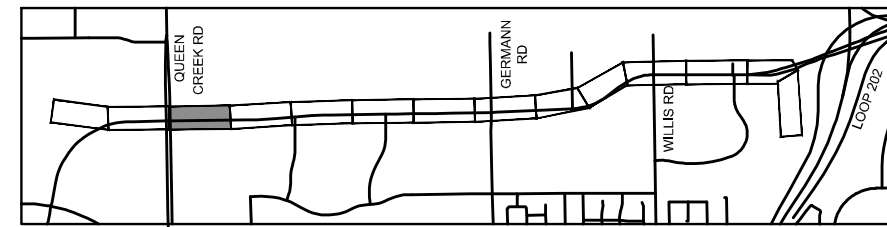
- 1 HYDRO BLAST CLEAN TO REMOVE 1000 LF
ATTACHED DEPOSITS & DEBRIS PRIOR
TO INSTALLING CIPP LINER
TECHNICAL SPECIFICATION SECTION
02146
- 3 GRIT & HYDRO BLAST CLEAN MANHOLE 1 EA
CHANNEL, BENCH, & WALLS
REMOVE DETERIORATED CONCRETE
REBUILD BENCH & THROAT
DET 5, DWG S2.2
- 4 REMOVE & REPLACE MANHOLE FRAME & 1 EA
COVER, & COLLAR
30" COMPOSITE FRAME & COVER TO BE
PROVIDED BY CITY
COC STD DET C-400 & C-401

CONSTRUCTION NOTES

- 1 INSTALL CIPP LINER INTO EXST 66" 1000 LF
SANITARY SEWER
TECHNICAL SPECIFICATION SECTION
02148
- 2 INSTALL 60" COMPOSITE MANHOLE 1 EA
INSERT
TECHNICAL SPECIFICATION SECTION
13128

REFERENCE NOTES

- 1 REMOVE T-LOCK THAT MAY HINDER
LINER INSTALLATION
- 10 REFER TO DWG BP1 & BP2 FOR
CONCEPTUAL SEWER BYPASS PLANS.
CONTRACTOR SHALL PREPARE
DETAILED BYPASS PLANS & SUBMIT
TO THE CITY FOR REVIEW PRIOR TO
SETUP
- 16 REFER TO DWG G3 FOR NITROGEN
PIPE CONSTRUCTION NOTES



SHEET INDEX

NOTE:
PIPE DIAMETER OBTAINED FROM CITY GIS
GEODATABASE. MANHOLE DEPTHS OBTAINED
FROM FIELD MEASUREMENTS. CONTRACTOR
SHALL VERIFY DIMENSIONS PRIOR TO ORDERING
MATERIALS.



C.O.C. LOG NO. -

PIPE & MANHOLE
REHABILITATION

PROJECT NO.:
WW2302.401

FILE NAME:
23140-5-SRPPP.DWG

DRAWING NO.

C3

SHEET 07 OF 26

PRELIMINARY
SUBMITTAL
60%
NOT FOR
CONSTRUCTION
OR RECORDING

DIBBLE

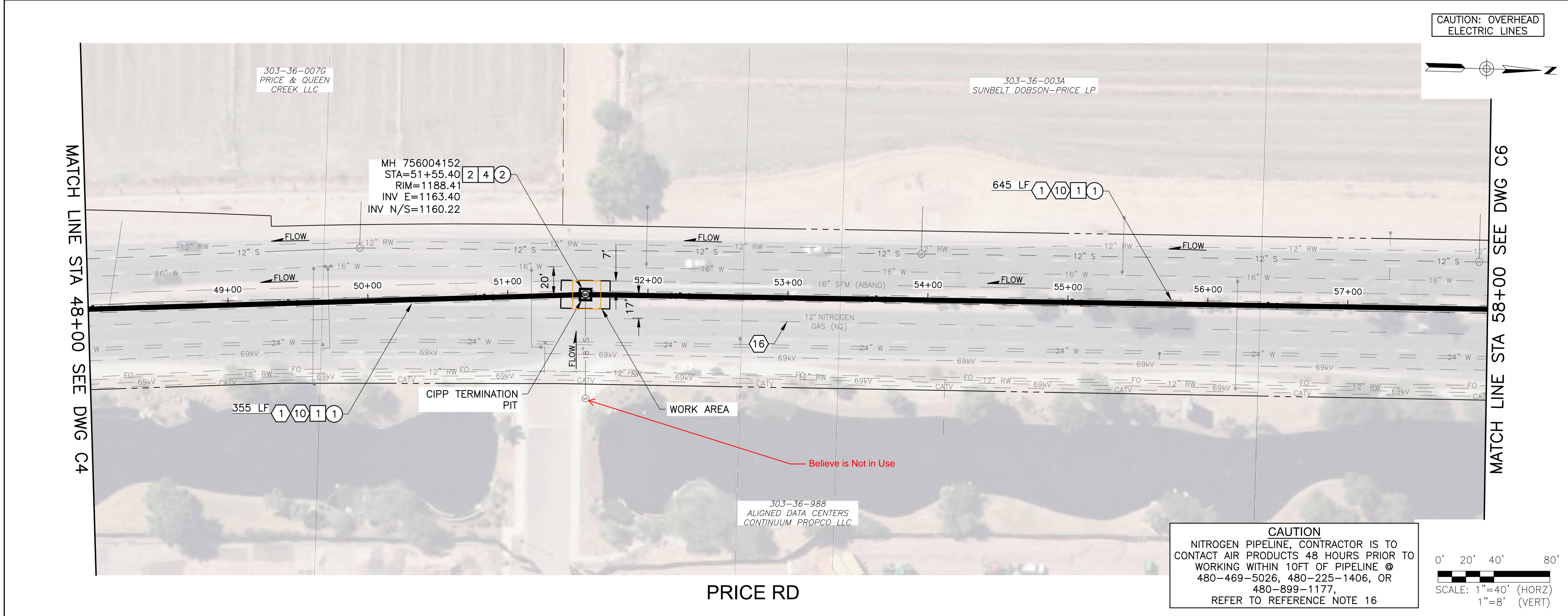
DIBBLE
3020 E. CAMELBACK RD, SUITE 201
PHOENIX, AZ 85016
CONTACT: MARC NELSON, P.E.
PHONE: (602) 957-1155
EMAIL: MARC.NELSON@DIBBLECORP.COM
DIBBLECORP.COM

CITY OF CHANDLER, ARIZONA
PRICE ROAD 66-INCH SEWER
INTERCEPTOR REHABILITATION

DESIGNED BY: JAR
DRAWN BY: SKF
SHEET CHK'D BY: MCN
CROSS CHK'D BY: JVG
APPROVED BY: MCN
DATE: 12/2023

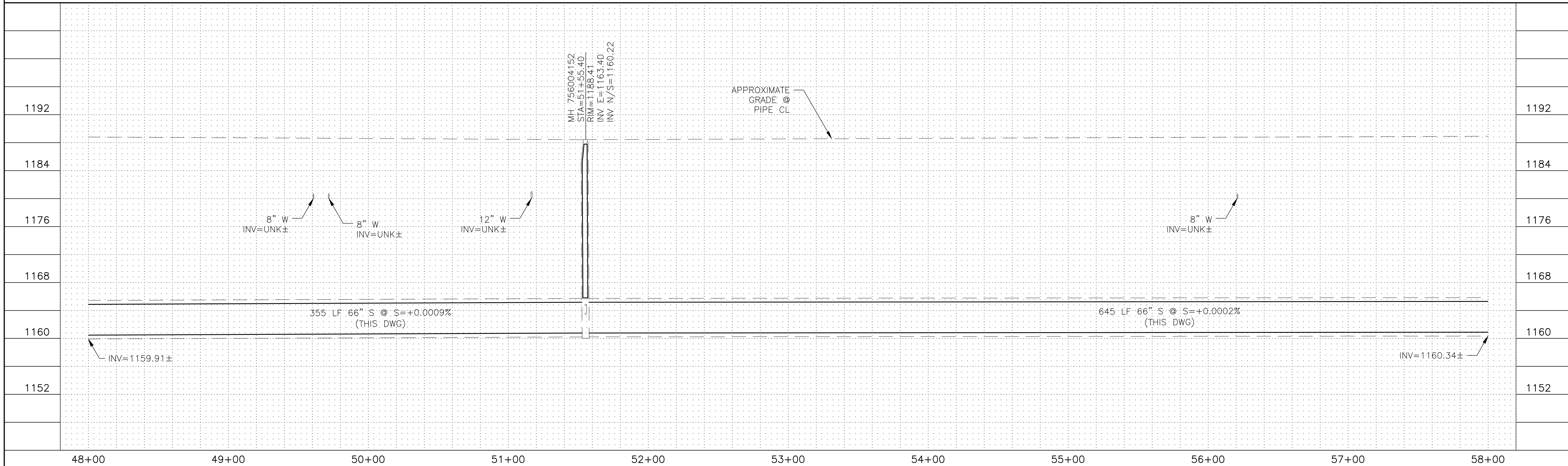
REV. NO.	DATE	DRWN	CHKD	REMARKS

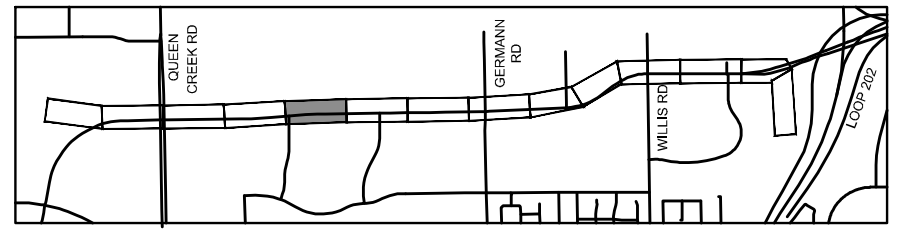

J:\2023\1023140_PRICE ROAD_66-IN_SEWER_INTERCEPTOR_REHAB.CAD\23140-5-SRPP.DWG - Dec. 22, 2023 1:19 PM



REMOVAL NOTES		
1	HYDRO BLAST CLEAN TO REMOVE ATTACHED DEPOSITS & DEBRIS PRIOR TO INSTALLING CIPP LINER	1000 LF
2	GRIT & HYDRO BLAST CLEAN MANHOLE CHANNEL, BENCH, & WALLS REMOVE DETERIORATED CONCRETE REPAIR TO ORIGINAL DIMENSIONS	1 EA
4	REMOVE & REPLACE MANHOLE FRAME & COVER, & COLLAR 30" COMPOSITE FRAME & COVER TO BE PROVIDED BY CITY	1 EA
	COC STD DET C-400 & C-401	

CONSTRUCTION NOTES		
1	INSTALL CIPP LINER INTO EXST 66" SANITARY SEWER	1000 LF
2	INSTALL 60" COMPOSITE MANHOLE INSERT	1 EA
	TECHNICAL SPECIFICATION SECTION 13128	



REFERENCE NOTES		
1	REMOVE T-LOCK THAT MAY HINDER LINER INSTALLATION	
10	REFER TO DWG BP1 & BP2 FOR CONCEPTUAL SEWER BYPASS PLANS. CONTRACTOR SHALL PREPARE DETAILED BYPASS PLANS & SUBMIT TO THE CITY FOR REVIEW PRIOR TO SETUP	
16	REFER TO DWG G3 FOR NITROGEN PIPE CONSTRUCTION NOTES	
		
NOTE: PIPE DIAMETER OBTAINED FROM CITY GIS GEODATABASE. MANHOLE DEPTHS OBTAINED FROM FIELD MEASUREMENTS. CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO ORDERING MATERIALS.		
		

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: JAR
DRAWN BY: SKF
SHEET CHK'D BY: MCN
CROSS CHK'D BY: JVG
APPROVED BY: MCN
DATE: 12/2023

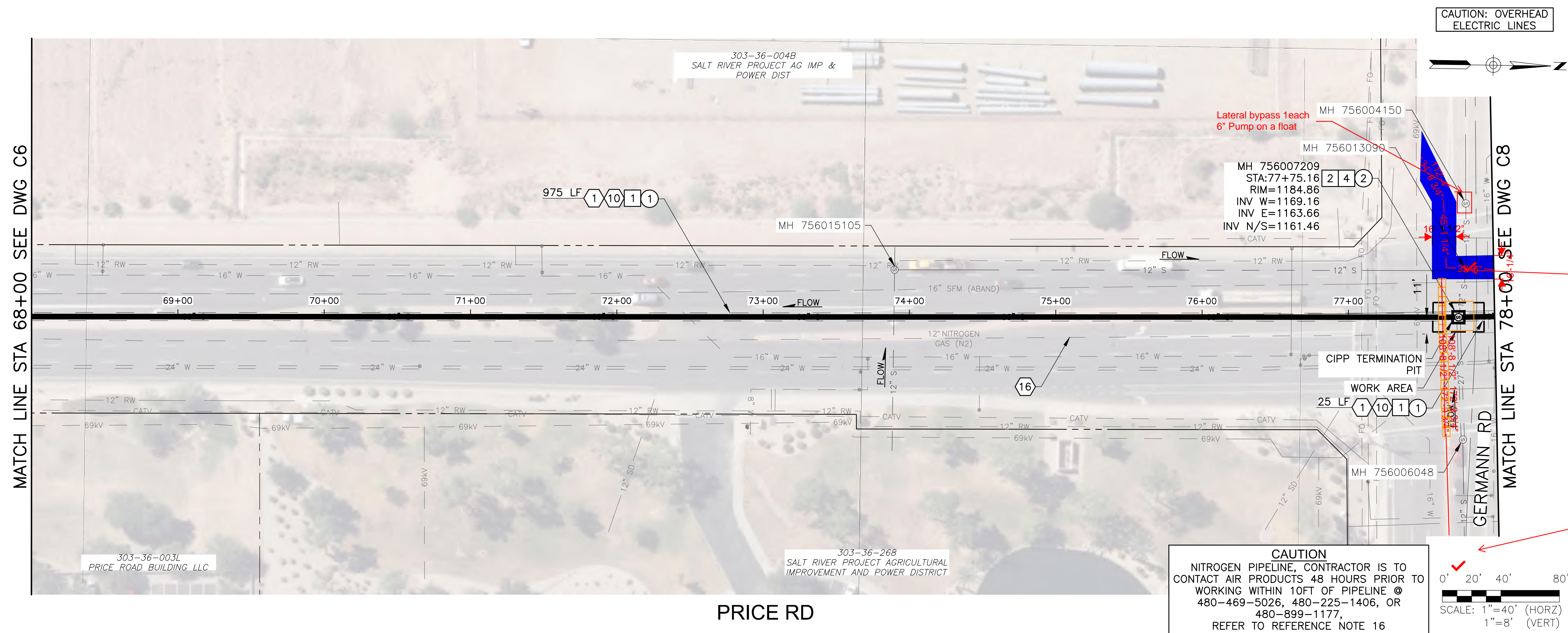
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60%
NOT FOR CONSTRUCTION OR RECORDING

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DIBBLE
3020 E. CAMELBACK RD, SUITE 201
PHOENIX, AZ 85016
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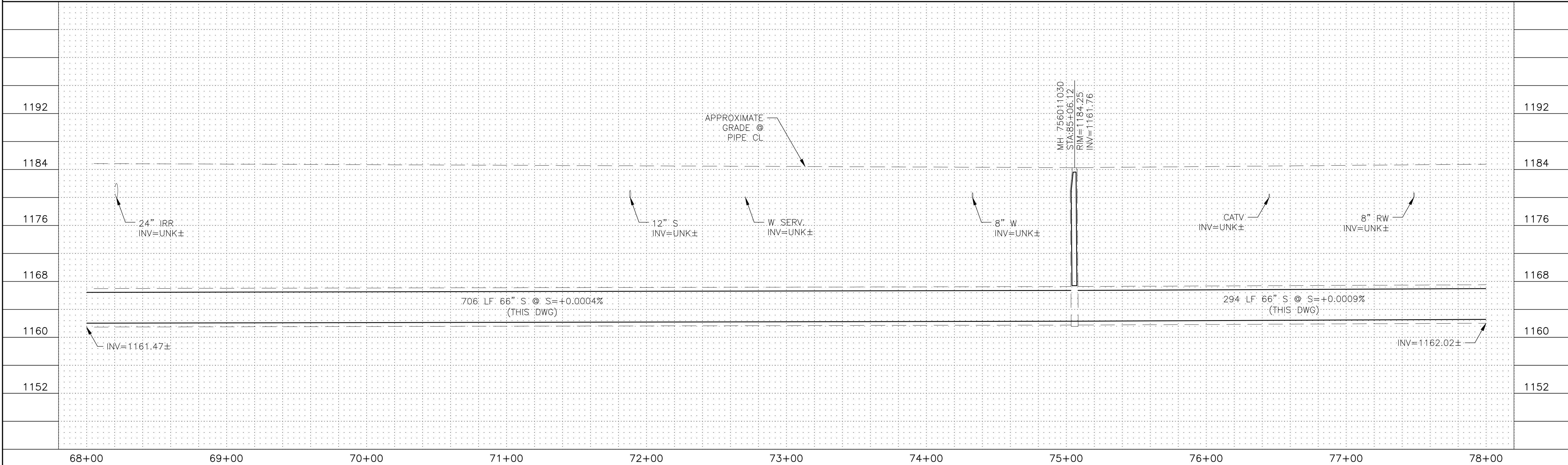
CITY OF CHANDLER, ARIZONA
PRICE ROAD 66-INCH SEWER
INTERCEPTOR REHABILITATION

C.O.C. LOG NO. -
**PIPE & MANHOLE
REHABILITATION**

PROJECT NO.: WW2302.401
FILE NAME: 23140-5-SRPP.DWG
DRAWING NO. **C5**
SHEET **09** OF **26**



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REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: JAR
DRAWN BY: SKF
SHEET CHK'D BY: MCN
CROSS CHK'D BY: JVG
APPROVED BY: MCN
DATE: 12/2023

PRELIMINARY SUBMITTAL
60%
NOT FOR CONSTRUCTION OR RECORDING

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CITY OF CHANDLER, ARIZONA
PRICE ROAD 66-INCH SEWER
INTERCEPTOR REHABILITATION

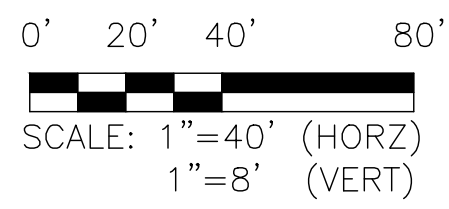
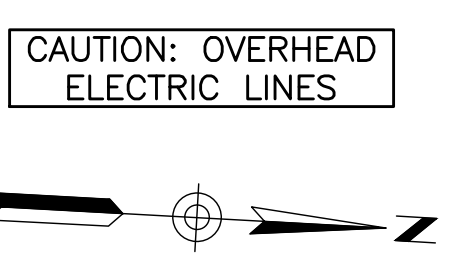
C.O.C. LOG NO. -
**PIPE & MANHOLE
REHABILITATION**

PROJECT NO.: WW2302.401
FILE NAME: 23140-5-SRPP.DWG
DRAWING NO. **C8**
SHEET **12** OF **26**

MATCH LINE STA 78+00 SEE DWG C7

MATCH LINE STA 88+00 SEE DWG C9

PRICE RD



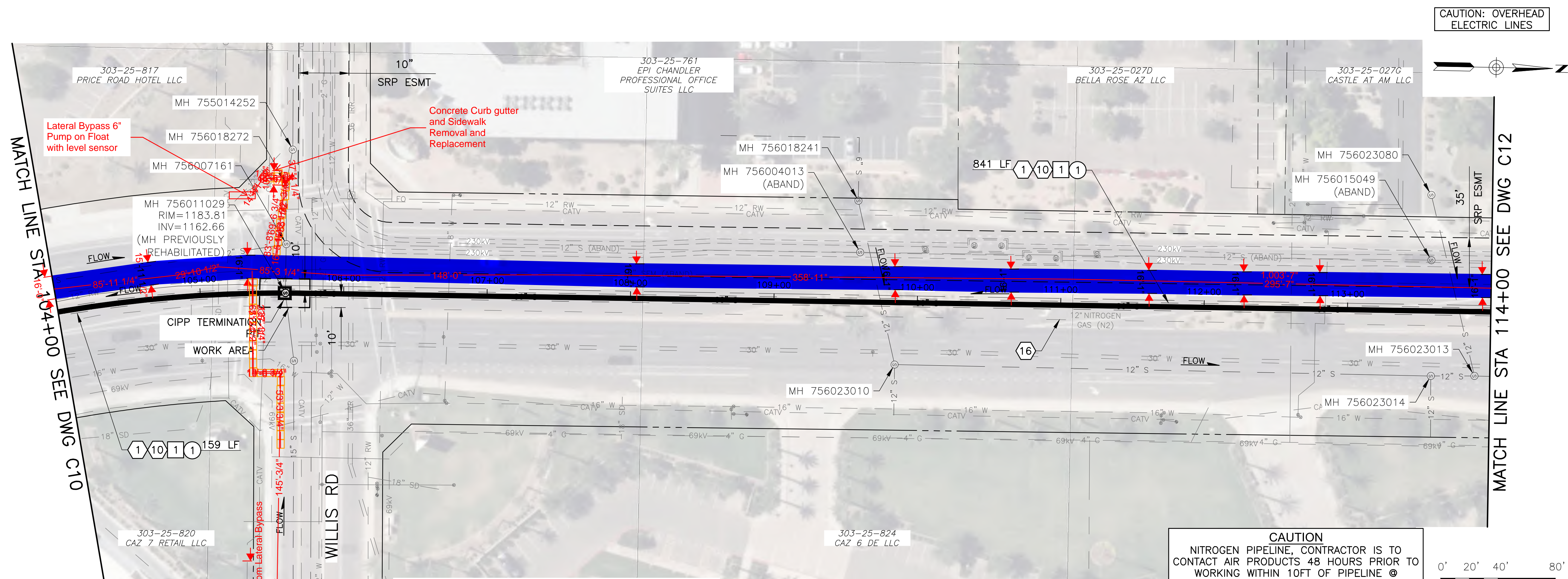
- | REMOVAL NOTES | | |
|---------------|--|---------|
| 1 | HYDRO BLAST CLEAN TO REMOVE ATTACHED DEPOSITS & DEBRIS PRIOR TO INSTALLING CIPP LINER
TECHNICAL SPECIFICATION SECTION 02146 | 1000 LF |
| 2 | GRIT & HYDRO BLAST CLEAN MANHOLE CHANNEL, BENCH, & WALLS
REMOVE DETERIORATED CONCRETE
REPAIR TO ORIGINAL DIMENSIONS
TECHNICAL SPECIFICATION SECTION 02146 | 1 EA |
| 4 | REMOVE & REPLACE MANHOLE FRAME & COVER, & COLLAR
30" COMPOSITE FRAME & COVER TO BE PROVIDED BY CITY
COC STD DET C-400 & C-401 | 1 EA |

- | CONSTRUCTION NOTES | | |
|--------------------|--|---------|
| 1 | INSTALL CIPP LINER INTO EXST 66" SANITARY SEWER
TECHNICAL SPECIFICATION SECTION 02148 | 1000 LF |
| 2 | INSTALL 60" COMPOSITE MANHOLE INSERT
TECHNICAL SPECIFICATION SECTION 13128 | 1 EA |

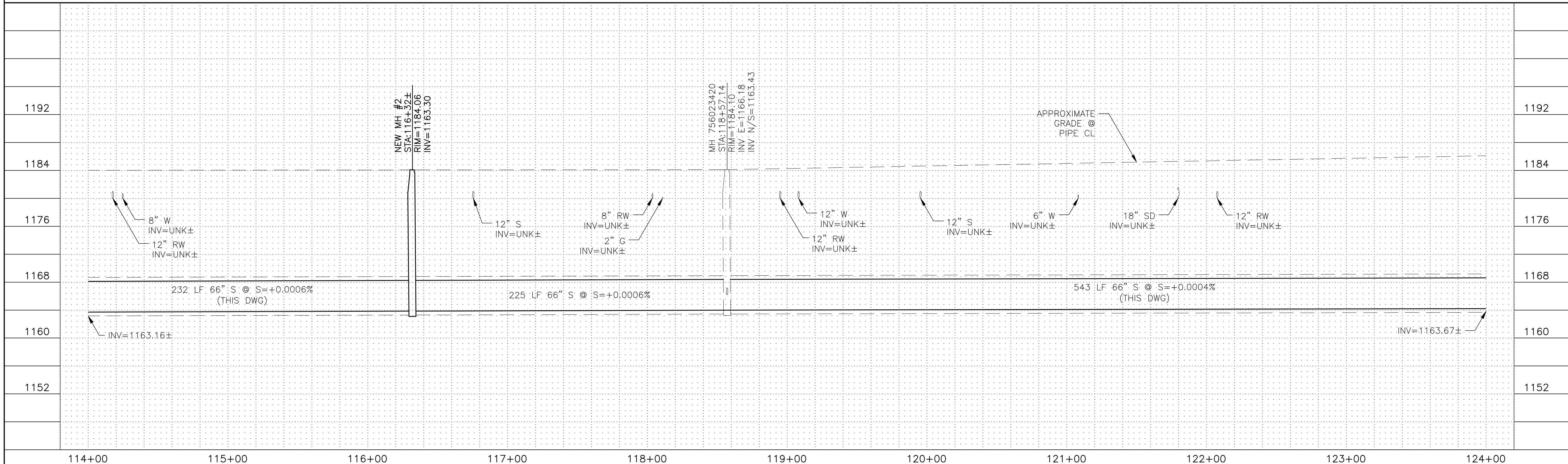
REFERENCE NOTES		
1	REMOVE T-LOCK THAT MAY HINDER LINER INSTALLATION	
5	PROTECT IN PLACE	
10	REFER TO DWG BP1 & BP2 FOR CONCEPTUAL SEWER BYPASS PLANS. CONTRACTOR SHALL PREPARE DETAILED BYPASS PLANS & SUBMIT TO THE CITY FOR REVIEW PRIOR TO SETUP	
16	REFER TO DWG G3 FOR NITROGEN PIPE CONSTRUCTION NOTES	

SHEET INDEX

NOTE:
PIPE DIAMETER OBTAINED FROM CITY GIS GEODATABASE. MANHOLE DEPTHS OBTAINED FROM FIELD MEASUREMENTS. CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO ORDERING MATERIALS.



J:\2023\1023140_PRICE ROAD_66-IN_SEWER_INTERCEPTOR_REHAB CAD\23140-5-SRPP DWG - Dec. 22, 2023 1:20 PM



REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: JAR
DRAWN BY: SKF
SHEET CHK'D BY: MGN
CROSS CHK'D BY: JVG
APPROVED BY: MGN
DATE: 12/2023

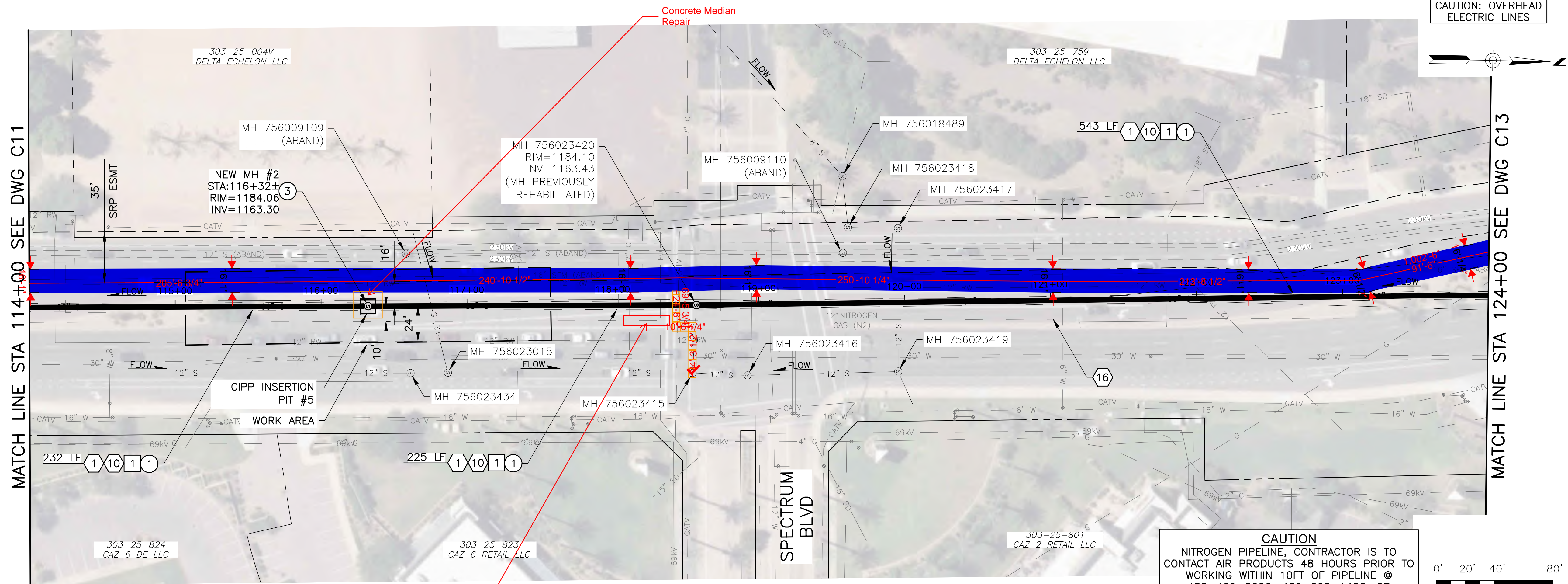
PRELIMINARY SUBMITTAL
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DIBBLE
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CITY OF CHANDLER, ARIZONA
PRICE ROAD 66-INCH SEWER
INTERCEPTOR REHABILITATION

C.O.C. LOG NO. -
**PIPE & MANHOLE
REHABILITATION**

PROJECT NO.: WW2302.401
FILE NAME: 23140-5-SRPP.DWG
DRAWING NO. **C12**
SHEET **16** OF **26**



MATCH LINE STA 114+00 SEE DWG C11

MATCH LINE STA 124+00 SEE DWG C13

CAUTION: OVERHEAD
ELECTRIC LINES

CAUTION
NITROGEN PIPELINE, CONTRACTOR IS TO
CONTACT AIR PRODUCTS 48 HOURS PRIOR TO
WORKING WITHIN 10FT OF PIPELINE @
480-469-5026, 480-225-1406, OR
480-899-1177,
REFER TO REFERENCE NOTE 16

0' 20' 40' 80'
SCALE: 1"=40' (HORZ)
1"=8' (VERT)

REMOVAL NOTES

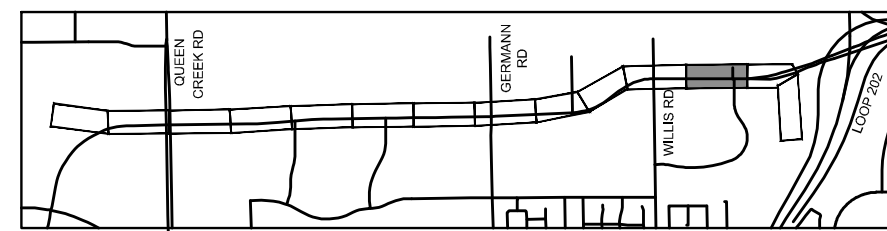
- 1 HYDRO BLAST CLEAN TO REMOVE 1000 LF
ATTACHED DEPOSITS & DEBRIS PRIOR
TO INSTALLING CIPP LINER
TECHNICAL SPECIFICATION SECTION
02146

CONSTRUCTION NOTES

- 1 INSTALL CIPP LINER INTO EXST 66" 1000 LF
SANITARY SEWER
TECHNICAL SPECIFICATION SECTION
02148
- 3 60" POLYMER CONCRETE SEWER 1 EA
MANHOLE
DET 6, DWG S2.3
30" COMPOSITE FRAME & COVER TO
BE PROVIDED BY CITY
COC STD DET C-400 & C-401

REFERENCE NOTES

- 1 REMOVE T-LOCK THAT MAY HINDER
LINER INSTALLATION
- 10 REFER TO DWG BP1 & BP2 FOR
CONCEPTUAL SEWER BYPASS PLANS.
CONTRACTOR SHALL PREPARE
DETAILED BYPASS PLANS & SUBMIT
TO THE CITY FOR REVIEW PRIOR TO
SETUP
- 16 REFER TO DWG G3 FOR NITROGEN
PIPE CONSTRUCTION NOTES

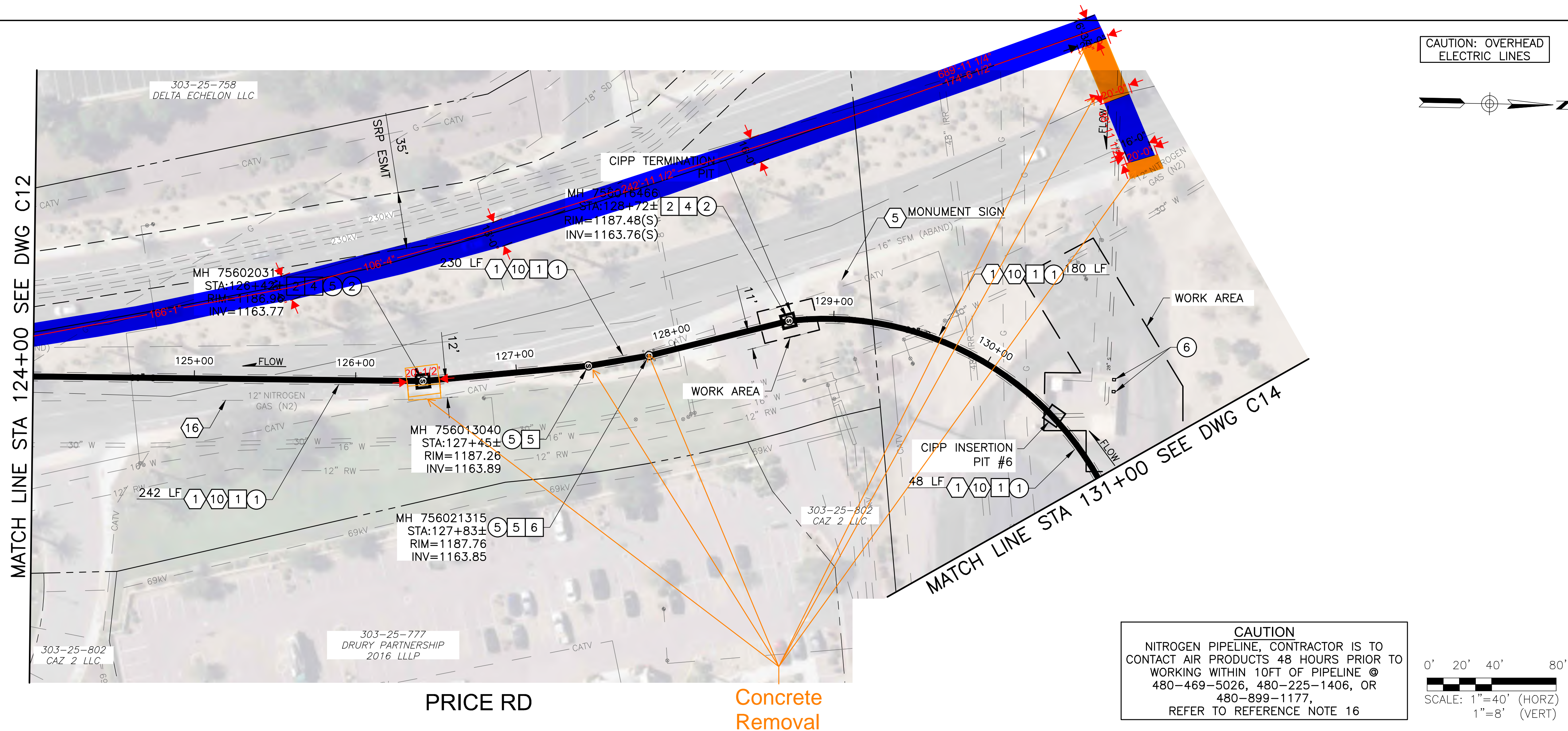


SHEET INDEX

NOTE:
PIPE DIAMETER OBTAINED FROM CITY GIS
GEODATABASE. MANHOLE DEPTHS OBTAINED
FROM FIELD MEASUREMENTS. CONTRACTOR
SHALL VERIFY DIMENSIONS PRIOR TO ORDERING
MATERIALS.

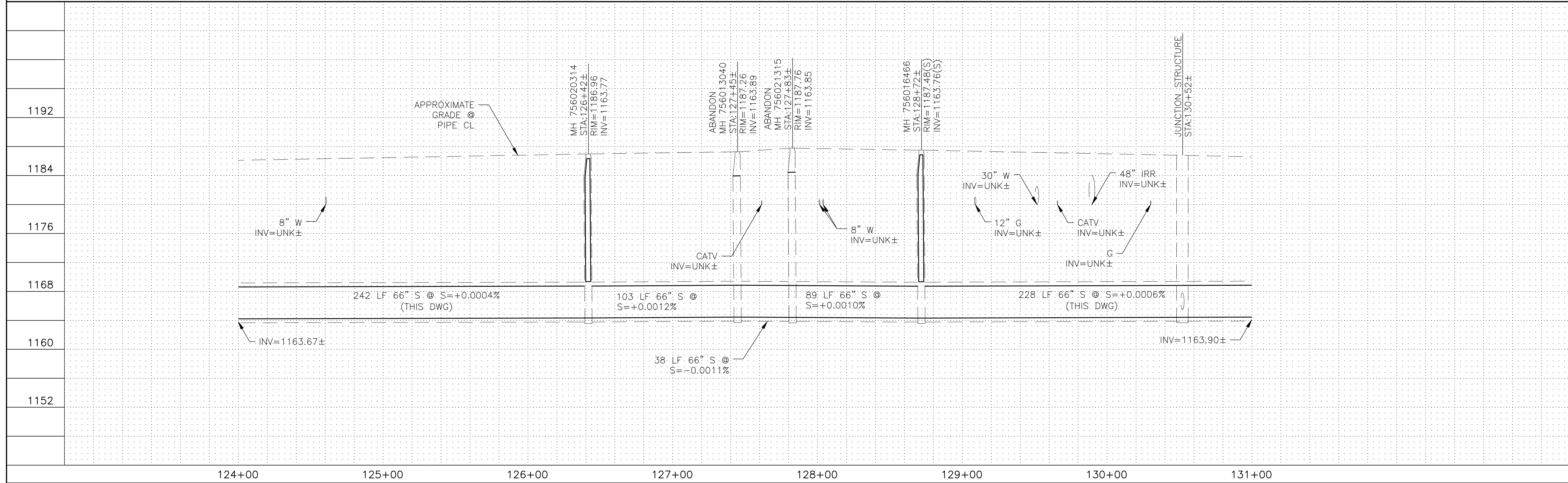


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REMOVAL NOTES		
1	HYDRO BLAST CLEAN TO REMOVE ATTACHED DEPOSITS & DEBRIS PRIOR TO INSTALLING CIPP LINER	700 LF
2	GRIT & HYDRO BLAST CLEAN MANHOLE CHANNEL, BENCH, & WALLS	2 EA
4	REMOVE & REPLACE MANHOLE FRAME & COVER, & COLLAR	2 EA
5	ABANDON EXST MANHOLE IN PLACE AFTER CIPP LINING INSTALLATION	2 EA
6	REMOVE CONCRETE BOLLARDS	4 EA

CONSTRUCTION NOTES		
1	INSTALL CIPP LINER INTO EXST 66" SANITARY SEWER	700 LF
2	INSTALL 60" COMPOSITE MANHOLE INSERT	2 EA
5	INSTALL CIPP PRE-LINER FOR MANHOLE TO BE LINED THROUGH	3 EA
6	INSTALL DEADMAN ANCHOR FOR BYPASS PUMPING OPERATIONS	2 EA



REFERENCE NOTES	
1	REMOVE T-LOCK THAT MAY HINDER LINER INSTALLATION
5	PROTECT IN PLACE
10	REFER TO DWG BP1 & BP2 FOR CONCEPTUAL SEWER BYPASS PLANS. CONTRACTOR SHALL PREPARE DETAILED BYPASS PLANS & SUBMIT TO THE CITY FOR REVIEW PRIOR TO SETUP
16	REFER TO DWG G3 FOR NITROGEN PIPE CONSTRUCTION NOTES

SHEET INDEX

NOTE:
PIPE DIAMETER OBTAINED FROM CITY GIS GEODATABASE. MANHOLE DEPTHS OBTAINED FROM FIELD MEASUREMENTS. CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO ORDERING MATERIALS.

ALL WORK WITHIN ADOT RIGHT-OF-WAY REQUIRES AN ADOT ENCROACHMENT PERMIT

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: JAR
DRAWN BY: SKF
SHEET CHK'D BY: MCN
CROSS CHK'D BY: JVG
APPROVED BY: MCN
DATE: 12/2023

PRELIMINARY SUBMITTAL
60%
NOT FOR CONSTRUCTION OR RECORDING

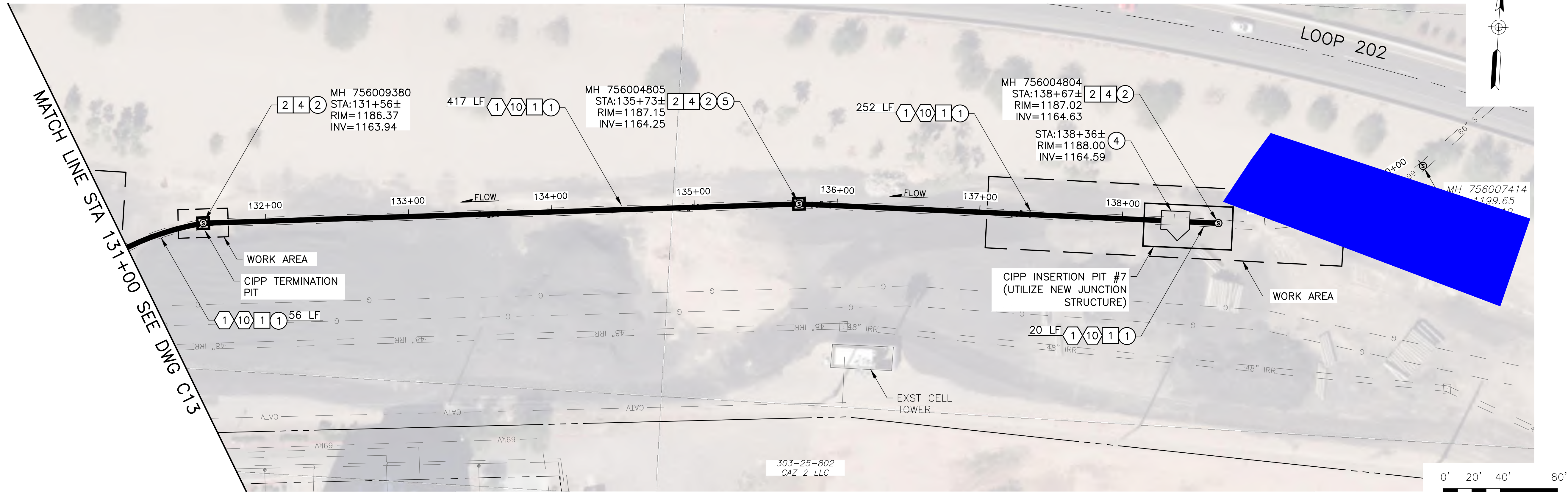
DIBBLE
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CONTACT: MARC NELSON, P.E.
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CITY OF CHANDLER, ARIZONA
PRICE ROAD 66-INCH SEWER
INTERCEPTOR REHABILITATION

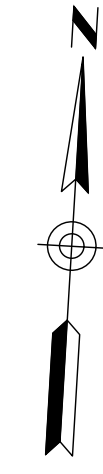
C.O.C. LOG NO. -
**PIPE & MANHOLE
REHABILITATION**

PROJECT NO.: WW2302.401
FILE NAME: 23140-5-SRPP.DWG
DRAWING NO. **C13**
SHEET 17 OF 26

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CAUTION: OVERHEAD
ELECTRIC LINES

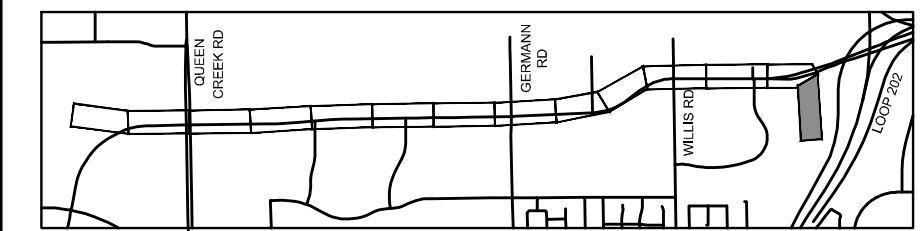


REMOVAL NOTES		
1	HYDRO BLAST CLEAN TO REMOVE ATTACHED DEPOSITS & DEBRIS PRIOR TO INSTALLING CIPP LINER	767 LF
2	GRIT & HYDRO BLAST CLEAN MANHOLE CHANNEL, BENCH, & WALLS REMOVE DETERIORATED CONCRETE REPAIR TO ORIGINAL DIMENSIONS	3 EA
4	REMOVE & REPLACE MANHOLE FRAME & COVER, & COLLAR 30" COMPOSITE FRAME & COVER TO BE PROVIDED BY CITY	3 EA

CONSTRUCTION NOTES		
1	INSTALL CIPP LINER INTO EXST 66" SANITARY SEWER	767 LF
2	INSTALL 60" COMPOSITE MANHOLE INSERT	3 EA
4	INSTALL JUNCTION STRUCTURE FOLLOWING CIPP LINER INSTALLATION SEE DWG S2.0 & S2.1	1 EA
5	INSTALL CIPP PRE-LINER FOR MANHOLE TO BE LINED THROUGH	1 EA

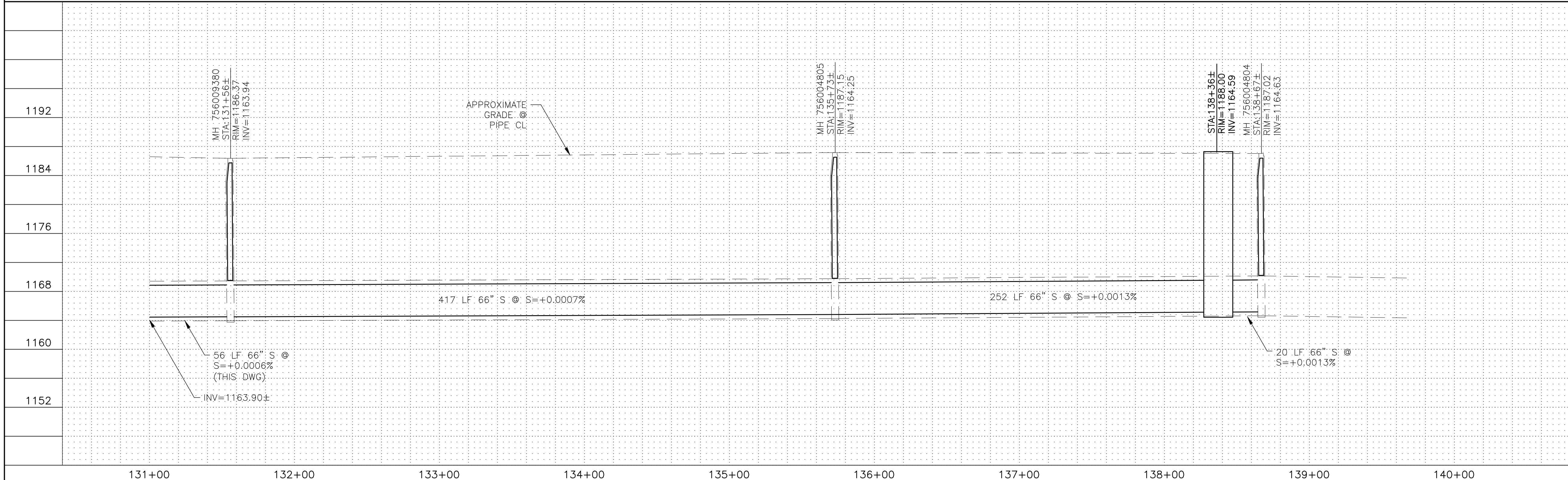
REFERENCE NOTES

- REMOVE T-LOCK THAT MAY HINDER LINER INSTALLATION
- REFER TO DWG BP1 & BP2 FOR CONCEPTUAL SEWER BYPASS PLANS. CONTRACTOR SHALL PREPARE DETAILED BYPASS PLANS & SUBMIT TO THE CITY FOR REVIEW PRIOR TO SETUP



SHEET INDEX

NOTE:
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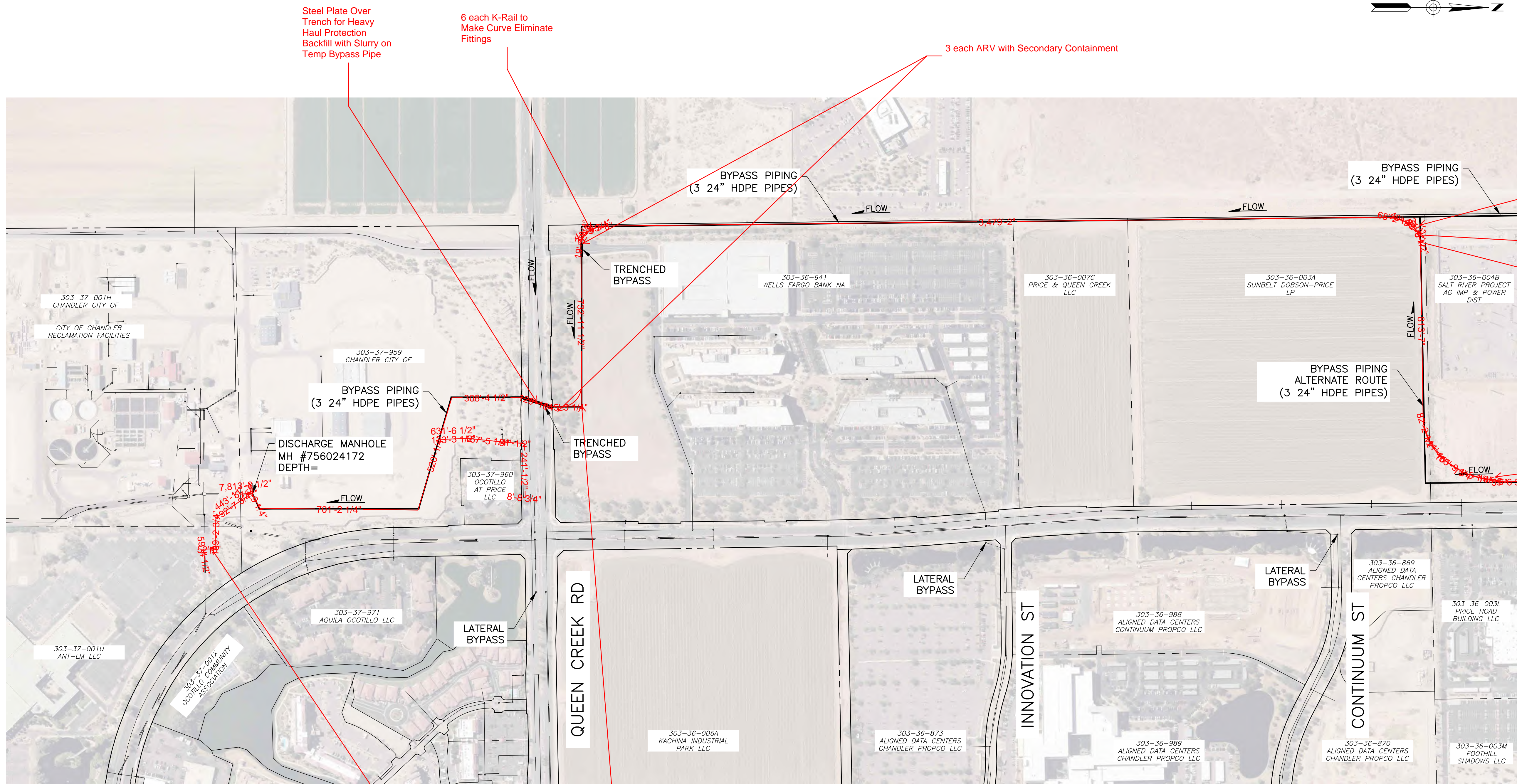
CITY OF CHANDLER, ARIZONA
PRICE ROAD 66-INCH SEWER
INTERCEPTOR REHABILITATION

C.O.C. LOG NO. -

PIPE & MANHOLE
REHABILITATION

PROJECT NO.: WW2302.401
FILE NAME: 23140-5-SRPP.DWG
DRAWING NO. C14
SHEET 18 OF 26

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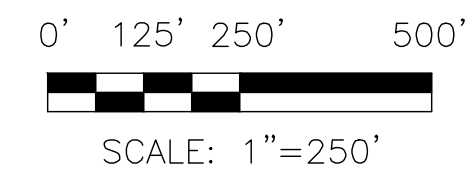


REFERENCE NOTES

CAUTION
NITROGEN PIPELINE, CONTRACTOR IS TO
CONTACT AIR PRODUCTS 48 HOURS PRIOR TO
WORKING WITHIN 10FT OF PIPELINE @
480-469-5026, 480-225-1406, OR
480-899-1177,
REFER TO REFERENCE NOTE 16

CONCEPTUAL ONLY (PROVIDED BY CONTRACTOR)

CONTRACTOR SHALL DESIGN & SUBMIT BYPASS
PLANS IN ACCORDANCE WITH TECHNICAL
SPECIFICATION SECTION 02145 PRIOR TO
CONSTRUCTION.



REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: JAR
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CITY OF CHANDLER, ARIZONA
PRICE ROAD 66-INCH SEWER
INTERCEPTOR REHABILITATION

C.O.C. LOG NO. -

CONCEPTUAL BYPASS PLAN

PROJECT NO.:
WW2302.401

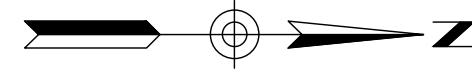
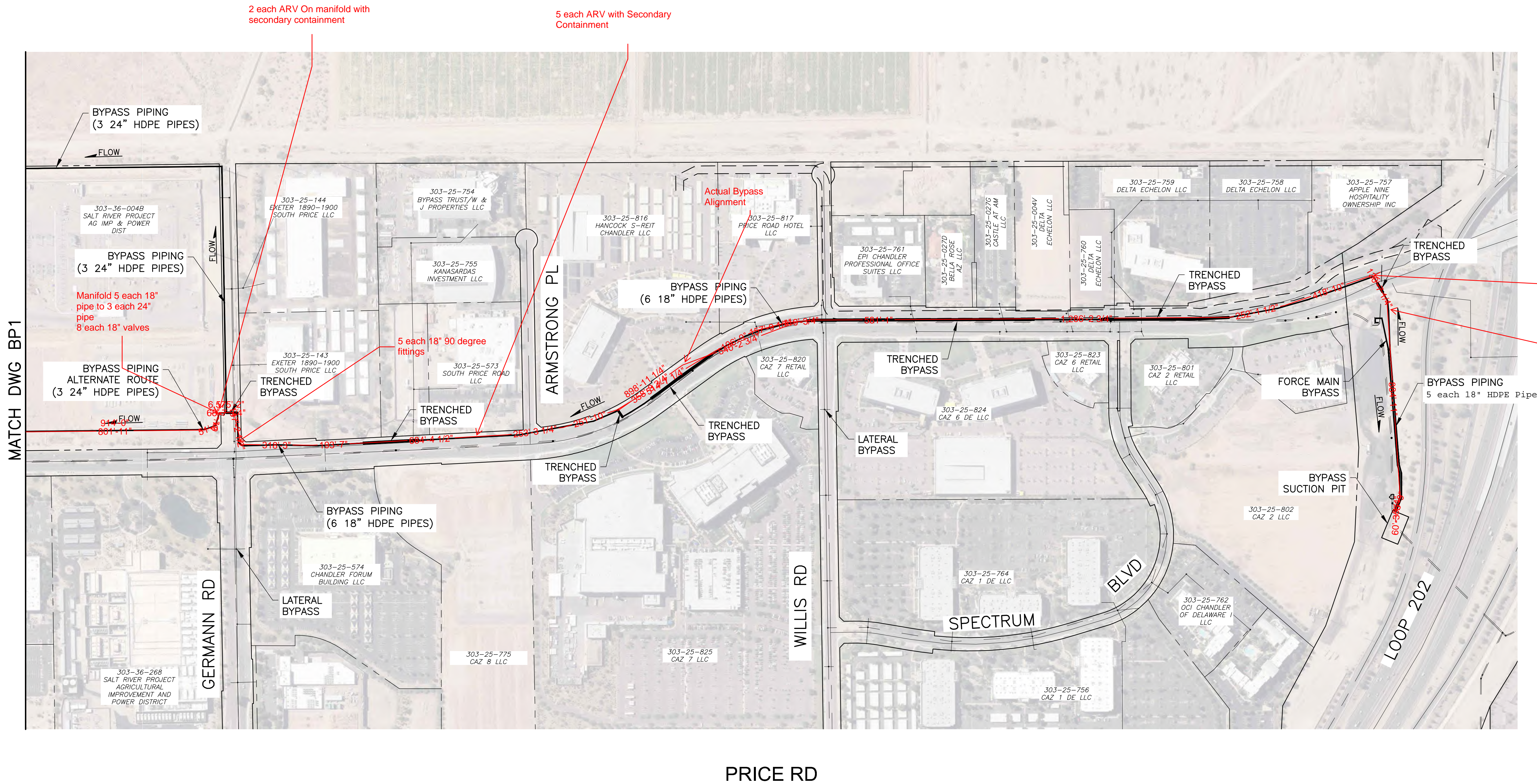
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23140-BPP.DWG

DRAWING NO.

BP1

SHEET 19 OF 26

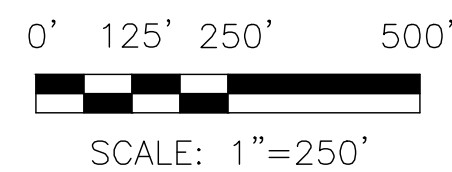
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CITY OF CHANDLER, ARIZONA
PRICE ROAD 66-INCH SEWER
INTERCEPTOR REHABILITATION

C.O.C. LOG NO. -

CONCEPTUAL BYPASS PLAN

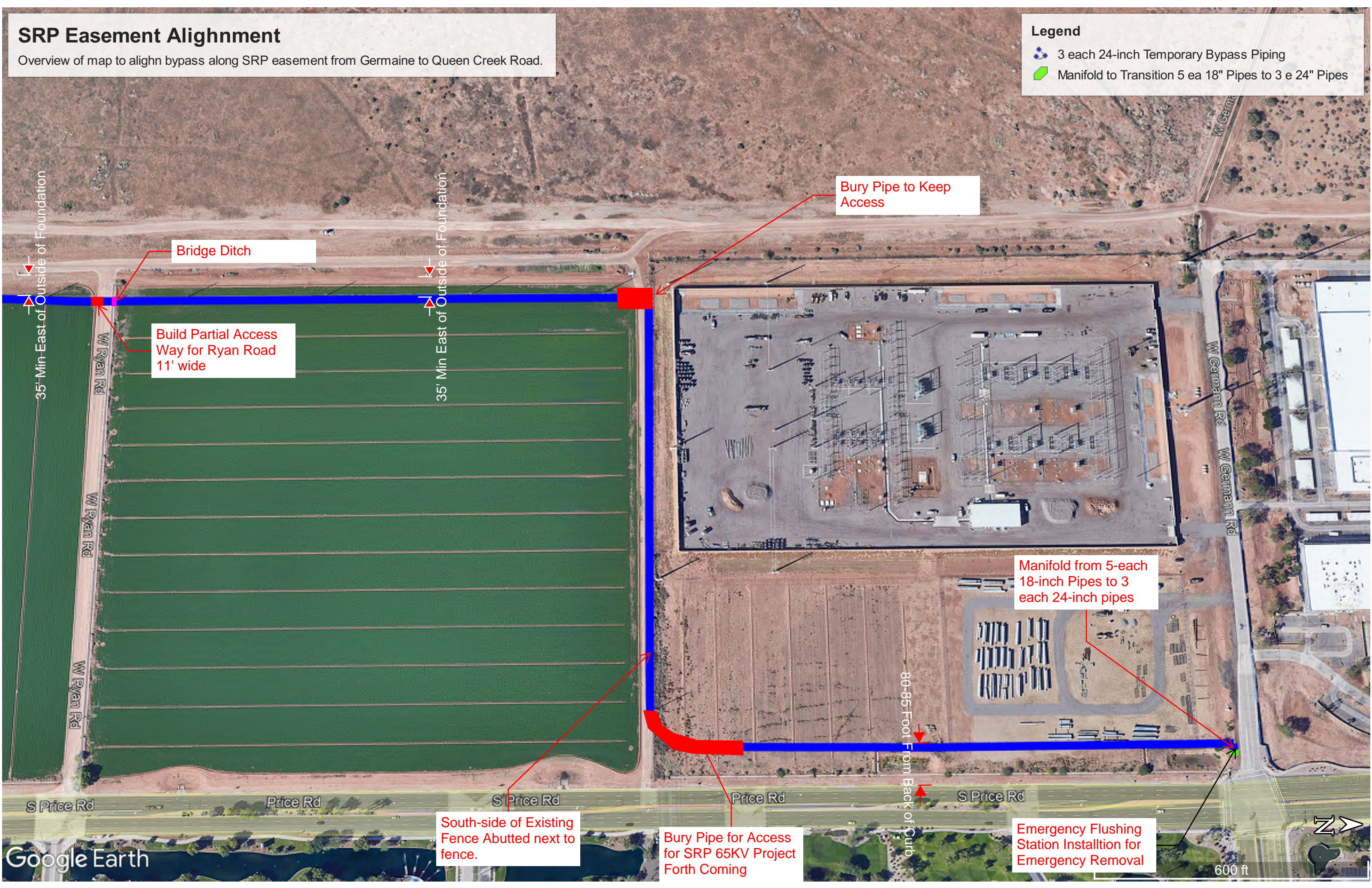
PROJECT NO.: WW2302.401
FILE NAME: 23140-BPP.DWG
DRAWING NO. BP2
SHEET <u>20</u> OF <u>26</u>

SRP Easement Alignment

Overview of map to alignn bypass along SRP easement from Germaine to Queen Creek Road.

Legend



- 3 each 24-inch Temporary Bypass Piping
- Manifold to Transition 5 ea 18" Pipes to 3 e 24" Pipes



SRP Easement Alignment

Overview of map to alignn bypass along SRP easement from Germaine to Queen Creek Road.

Legend

-  3 each 24-inch Temporary Bypass Piping
-  Manifold to Transition 5 ea 18" Pipes to 3 e 24" Pipes

Breach Wells Fargo Gate and Protect During Contruction to place pipe on edge of property adjacent to existing cast iron fence.

Trenching Three Concrete Repairs 60 LF of Curb and gutter, and 40 LF of Sidewalk. 50LF by 15 LF asphalt patch

Curb and Gutter & Sidewalk Replacement

Maintain 6' Access for Doors

Trench to Keep Access

150 LF By 10 LF trench to Plans

Valley Gutter Replacment

**Cross Section of Wells Fargo Property / SRP
Easement for Potential Pipe Alignment**

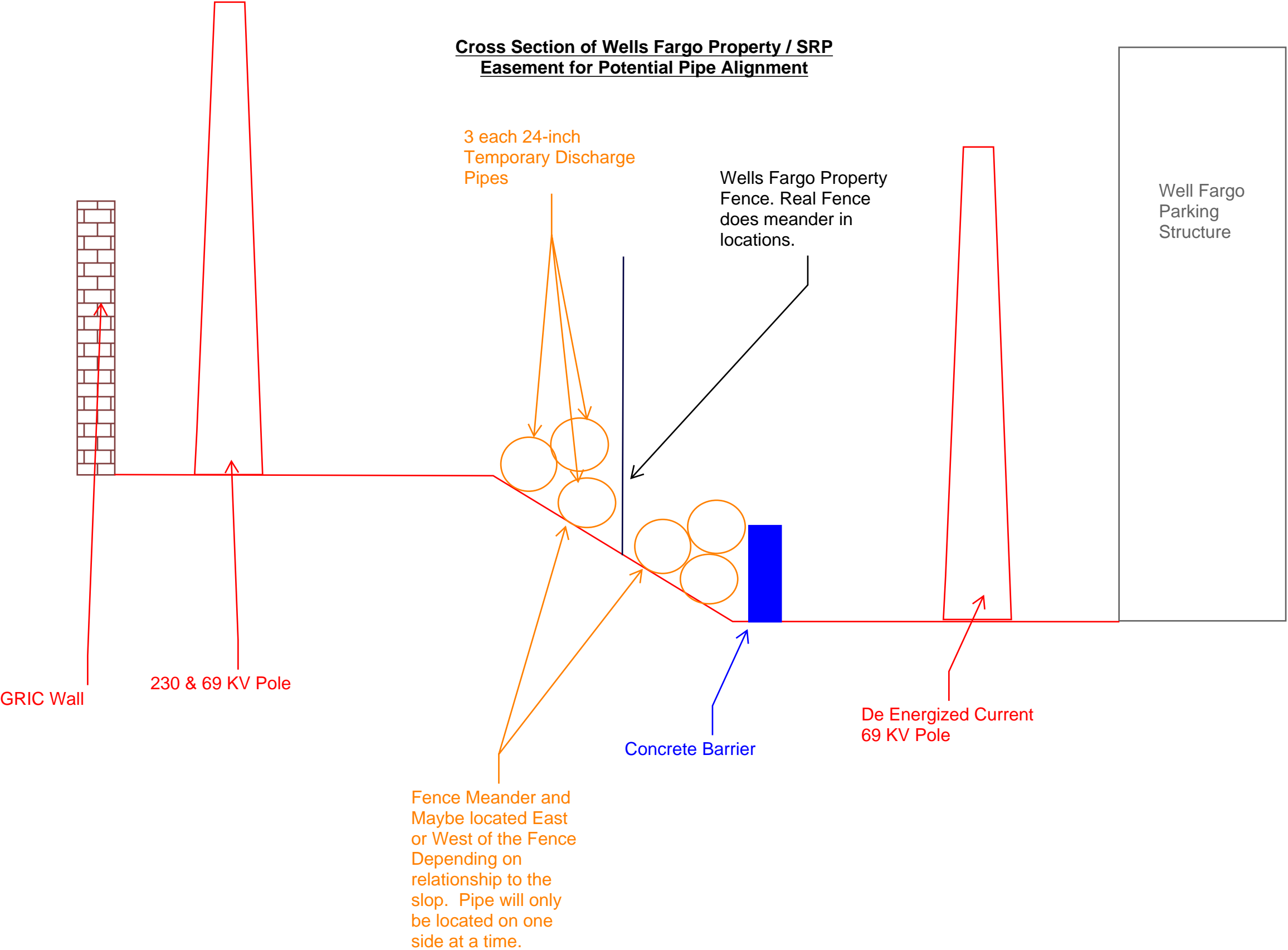


EXHIBIT E

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the CM@RISK and their subcontractors, and do not apply to the Agreement between the CM@RISK and the City.

SUBCONTRACTOR'S LIST FORM

If CM@Risk intends to subcontract any portion of this Agreement, 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
(IF APPLICABLE)**

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
-------------	---------------

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

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the CM@Risk and their subcontractors, and do not apply to the Agreement between the CM@Risk and the City.

April 25, 2024

Raymond Potts – Construction Project Manager
City of Chandler – Public Works & Utilities
215 E Buffalo Street
Chandler, AZ 85225

RE: Name: Price Road 66-inch Sewer Interceptor Rehabilitation Project
Project No.: WW2302.401

SUBJECT: Subcontractor and Material Selection – GMP

Dear Mr. Potts,

B&F Contracting, Inc. respectfully submits, for your review, our GMP subcontractor and material selection for the forementioned project.

Per the City of Chandler Contract: “Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the general contractor and their sub-consultants and do not apply to agreement between the general contractor and the city.”

Included in this package are the following documents:

- Subcontractor and Material Quotes
- Allowance Explanation

We are excited about the opportunity to work with the City of Chandler and look forward to discussing this soon. If you or your team have any questions or comments regarding the above items, please contact Josh Onstott at (623) 238-3792.

Sincerely,

Josh Onstott

Josh Onstott – Executive Director
Jonstott@bfcontracting.com
B&F Contracting, Inc.

**ASPHALT PATCHING
P1 SELECTED AS
LOWEST BIDDER**



P1 Paving and Construction LLC.
8550 n 91st ave, Suite 65
Peoria AZ, 85383
P1Paving.com

To: JOSH ONSTOTT Company: B&F CONTRACTING, INC Address: CHANDLER PRICE 66 Project: 66" AC QUOTE	Matt Tormey 602-359-1393 Matt@p1paving.com			
Item Description	Quantity	Unit	Total price	
1 Furnish, place and compact 5" depth AC - includes 4 mobilizations - temp bid at 4.5' wide - 1950 LF	975	SY	\$71.00	\$69,225.00
2 Furnish, place and compact 6" depth AC - includes 1 mobilization - permanent bid at 4.5' wide - 1950 LF	975	SY	\$58.00	\$56,550.00
3 Furnish, place and compact 6" depth AC - includes 20 mobilizations - perm. Option A	1932	SY	\$103.65	\$200,251.80
Furnish, place and compact 6" depth AC - includes 15 mobilizations - perm. Option B	1932	SY	\$101.60	\$196,291.20
Furnish, place and compact 6" depth AC - includes 11 mobilizations - perm. Option C	1932	SY	\$99.00	\$191,268.00
Total Bid Price:			\$713,586.00	

- Final invoice will be for the above quantity, if quantity is reduced P1 Paving must be notified and will need to re-bid
- Should the actual asphalt thickness exceed the asphalt thickness included in this proposal, the owner will be responsible for additional costs
- Final quantities greater than the above proposal will be billed at the same unit price
- **Saw cutting is NOT included unless specifically stated in the above proposal**
- Price is based on water being available on-site
- Any pre-existing ADA compliance issues are excluded
- Work performed on weekends WILL incur additional costs unless specifically stated in proposal
- P1 Paving is not responsible for ponding water where the grade is less than 2%
- P1 Paving is not responsible for pedestrian / bicycle / any traffic that travels through fresh concrete
- P1 Paving is not responsible for any utility lines that could be damaged through normal work
- Overlay projects are subject to reflective cracking and are not warrantied
- This proposal is valid for 30 days from submittal. After 30 days all proposals must be reviewed by P1 Paving and Construction

ACCEPTED:

The above prices and scope of work are accepted

Buyer: _____

Signature: _____

Date: _____

CONFIRMED:

P1 PAVING AND CONSTRUCTION, LLC.

Matt Tormey

Signature: _____

Date: 4/10/2024



Proposal

Proposal #: 24-249R1

Date: 4/15/2024

Quote Valid Through: 5/15/2024

Proposal Name: Price Rd 66in Sewer

Phone: (480) 686-2006

Project Address: Price Rd - Queen Creek Rd to Loop 202
Chandler, AZ 85286

Email: nate@coppervalleycontractors.com

Account: B&F Contracting
11011 N 23rd Avenue
Phoenix, AZ 85029

Contact: Benjamin Esquivel

Phone: (602) 702-2695

Email: benjamin.esquivel@bfcontracting.com

TRENCH PATCHING - TEMPORARY - 5"

Quantity

Bid Sub Total

Proof roll existing base, furnish and install EVAC Hot Mix Asphalt to an estimated compacted depth of 5" over two lifts for a temporary patch.

975 SY

\$73,230.00

*Includes 6 mobilizations.

TRENCH PATCHING - PERMANENT - 6"

Proof roll existing base, furnish and install EVAC Hot Mix Asphalt to an estimated compacted depth of 6" over two lifts for a permanent patch.

975 SY

\$82,310.00

*Includes 6 mobilizations.

ASPHALT PATCHING - PERMANENT - 6"

Proof roll existing base, furnish and install EVAC Hot Mix Asphalt to an estimated compacted depth of 6" over two lifts for a permanent patch.

533 SY

\$61,820.00

*Includes 12 mobilizations.

Sub Total:

\$217,360.00

Gross Receipts Tax Basis:

0.00%

Gross Receipts Tax Total:

Tax Excluded

Grand Total:

\$217,360.00

Bid Specific Notes & Disclaimers:

Pricing is based on performing the work in 24 mobilizations/phases. Depth of the asphalt is an estimate. Additional depth may require a change order. Removal of the asphalt does not include any subgrade or drainage remediation. Price includes the use of a CONVENTIONAL mix, the required use of a modified mix may result in a change order.

*No testing, traffic control, bonds, permits, fees, concrete, striping/signage, weed kill, survey/staking, ADA compliance remediation, night work, paving machine, weekend work, crack seal, demo, sawcut, haul off, utility adjustments.



**COPPER
VALLEY**
CONTRACTORS

Customer Proposal Acceptance

Payment Terms: NET 30 Days

The terms, pricing, specifications and conditions listed above and in the terms in conditions are hereby accepted. Copper Valley Contractors is authorized to perform the work as stated. Payment will be made within the time frame as specified above. Copper Valley Contractors reserves the right to withdraw this proposal if it is not accepted within the time frame listed above or market conditions invalidate pricing.

Customer: B&F Contracting

Copper Valley Contractors

Contact: Benjamin Esquivel

Contact: Nate Kitmitto

Authorized _____

Signature: _____

Authorized Signature: _____

Date: _____

Date: _____

Terms & Conditions

A. Agreement. By signing and/or confirming a Purchase Order based on the above proposal, Customer is acknowledging that they have read and understood Copper Valley Contractors Terms & Conditions and accept the terms and conditions therein apply to the Purchase Order.

B. Execution of Work. Copper Valley Contractors shall furnish all labor, equipment, materials, services, and tools to perform and complete in a good and workmanlike manner the Work described above. Work will be performed during Copper Valley Contractors normal business hours unless negotiated prior to entering into this agreement.

C. Workmanship Warranty. All workmanship is warrantied against defects for a period of one year from the date of substantial completion. Copper Valley Contractors shall not be held responsible for any damages to its work that is caused by others or improper use.

D. Performance & Schedule. Copper Valley Contractors will be given a reasonable amount of time to perform the work and shall not be held responsible for delays of any kind beyond its control. This includes, but is not limited to: delays caused by the customer/owner, transportation, raw material availability, hazardous waste, supplier/vendor allocations, weather events, the architect, the engineer, and acts of God. Copper Valley Contractors will submit a proposed schedule or schedule date to the customer. Customer will notify Copper Valley Contractors if there are any conflicts and will work with Copper Valley Contractors in the event that they need to adjust the schedule.

E. Payment. If the scope of Work described above dictates a performance of the work over multiple months, Copper Valley Contractors shall be paid monthly progress payments within 30 days after receipt of their invoice for the value of the work performed. Once the project is substantially complete, final payment, including retention and change orders, will be paid within 30 days after receipt of Copper Valley Contractors final invoice. In the event that complete payment is not made when due, the owner shall bear an interest rate of 1.5% per month, any reasonable attorney's fees, and all costs to collect.

F. Lien Rights. Copper Valley Contractors reserves their right to file a lien or a claim in the event that timely payment by the Customer is not made.

G. Liquidated Damages & Backcharges. If The Customer will not be entitled to liquidated damages unless they are negotiated prior to signing this contract and noted in this agreement. Backcharges from the customer will not be valid unless Copper Valley Contractors agrees to them in writing prior to the execution of the work pertaining to the backcharge.

H. Indemnity. Copper Valley Contractors shall not be required to indemnify and hold harmless any party from damages (including but not limited to: court costs, litigation, settlement, reasonable attorneys' fees and disbursements, costs of investigation, interest and penalties) to person or property for any actions except their own negligence and only in the proportional amount of their negligence.

I. Dispute Resolution & Venue. In the event that a dispute arises between the Customer and Copper Valley Contractors, contract compliance and all disputes will be handled in under Maricopa County, Arizona jurisdiction and venue and governed by the laws of the State of Arizona.



**ASPHALT MAIN
BYPASS/WIDE
TRENCH PAVING
PAVECO SELECTED**

February 6, 2024

**Mr. Josh Onstott
B & F Contracting
11022 N. 23rd Ave
Phoenix, AZ 85029**

**PROJECT: Price Road 66 Inch Sewer Interceptor Rehabilitation
PROJECT NO: WW2302.401
PROJECT OWNER: City of Chandler**

Re: Proposal

Please find enclosed the Proposal for the above referenced project.

Please review and sign if accepted and return to our office. Please do not hesitate to contact me directly should you have any comments, questions, or concerns. Thank you.

Respectfully,

A handwritten signature in blue ink, appearing to be "h" or "w", written over a blue horizontal line.

Steven A. Combs, President
Paveco Inc.

SC/ngc

cc: Proposal File P-24-030



PROPOSAL

Date: February 6, 2024

TO: B & F Contracting

ATTN: jonstott@bfcontracting.com

PROJECT: Price Road 66 Inch Sewer Interceptor Rehabilitation
PROJECT NO: WW2302.401
PROJECT OWNER: City of Chandler

ITEM	DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	±	1	LS	\$8,000.00	\$8,000.00
2	3" AC Temp Paving	±	1688	TN	\$144.25	\$243,494.00
3	6" AC Paving	±	3376	TN	\$172.00	\$580,672.00
					TOTAL	\$832,166.00

1 Mobilization included, additional mobilizations at \$ 7,500.00 Each.

NOTES:

- Item No. 2 is prices with standard PG 70-10 oil. Item No. 3 is priced with EVAC PMTR.
- Price is good through March 31, 2025 after that date price to be renegotiated.

*No Retention to be withheld /Payment Due Upon Receipt of Invoice / Quote Good for 15 Days

Accepted by: _____

Date: _____



PAVECO INC.
PROPOSAL
(Continued)

NOTES:

1. Quantities are estimated only and payment shall be based and paid upon the actual field measurements or placed quantities of work performed at the specified unit prices as accepted, unless the words "lump sum (LS)" appears below Unit for an item of work. Any adjustment of 10% or more for any line item quantities will require renegotiation of prices.
2. **Prices Contingent upon availability of all commodities. Due to market conditions Paveco inc. shall not be responsible for any delays whatsoever caused by or related to unavailability of materials required for Paveco's scope of work. Paveco Inc. shall be entitles to an extension of contract time due to an unavailability of materials.**
3. Quote must be accepted within 15 days of submittal.
4. All commodity increases will be the responsibility of the General Contractor/Owner.
5. The said proposal is and will become an integral part of any and all contracts, purchase orders or subcontract agreements as entered into Paveco Inc.
6. All paving related bonus/penalty to become the property of Paveco Inc.
7. All bituminous price adjustment to become the property of Paveco Inc.
8. Acceptance (Authorized Signature Required) is mandatory prior to any work commencing.
9. All additional mobilizations are to be paid as noted.
10. All cancellations of paving require a 48 hour (forty-eight) minimum notification if cancelled after minimum required notice a four (4) hour minimum to be billed at \$750/hour or \$3,000 total, additionally any mobilizations for cancelled paving will be paid at \$875/load or \$3,500 for full paving spread.
11. Paveco Inc. is not to be held liable for any failures due to asphalt mix related issues (low or high mix voids)(gradation)(oil content)(delivery temperature).
12. Compaction of AC is performed at the direction of the Owner or Owner's quality control representative.
13. A contractors's authorized representative is to be onsite at all time during paving operation.
14. Paveco Inc. is not responsible for handling the contractor's mix supplier and/or cut-off, or mix quantities ordered by the contractor, when Paveco is paving by the hour.
15. Paveco Inc. assumes no responsibility for AC thickness deficiencies if grade is not constructed by Paveco Inc.
16. All delay standby cost will be at \$750.00/hr for any and all delays incurred during paving.
17. All hourly cost for paving overtime will be an additional \$525.00/hr for over 8 hours, Monday through Friday and all work performed on Saturday and Sunday.
18. Acceptance (Authorized Signature Required) is mandatory prior to any work commencing.

Exclusions are checked below:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Bond | <input checked="" type="checkbox"/> ABC Yield on Existing Grade | <input checked="" type="checkbox"/> Subgrade to within +/- .10 |
| <input checked="" type="checkbox"/> Ingress/Egress | <input checked="" type="checkbox"/> Traffic Control/Flagging | <input checked="" type="checkbox"/> Haul Unit Stand By Cost |
| <input checked="" type="checkbox"/> Sweeping | <input checked="" type="checkbox"/> Materials Testing | <input checked="" type="checkbox"/> Mix Designs |
| <input checked="" type="checkbox"/> Subgrade Prep | <input checked="" type="checkbox"/> Night Paving Lighting | <input checked="" type="checkbox"/> Tribal Taxes |
| <input type="checkbox"/> Tack | <input type="checkbox"/> Tack Application | <input checked="" type="checkbox"/> Bumper Blocks |
| <input checked="" type="checkbox"/> Permits | <input checked="" type="checkbox"/> Engineering | <input checked="" type="checkbox"/> Striping |
| <input checked="" type="checkbox"/> PCCP Yield | <input type="checkbox"/> Hauling of Material | <input checked="" type="checkbox"/> Sales Tax |
| <input checked="" type="checkbox"/> Wire Control Paving | <input checked="" type="checkbox"/> Quality Control | <input checked="" type="checkbox"/> Survey |
| <input checked="" type="checkbox"/> AC Yield on SY Placements | <input checked="" type="checkbox"/> Escort Vehicles | <input checked="" type="checkbox"/> Slurry seal |
| <input checked="" type="checkbox"/> Material for Maricopa Edges | <input checked="" type="checkbox"/> Environmental Insurances | <input checked="" type="checkbox"/> Microseal |
| <input type="checkbox"/> AC Material | <input checked="" type="checkbox"/> Water Source/Stand Tank/Water to Rollers | <input checked="" type="checkbox"/> Crackseal |
| <input checked="" type="checkbox"/> ABC Material | <input checked="" type="checkbox"/> Any and All grading | <input checked="" type="checkbox"/> Milling |

Accepted by: _____

Date: _____



2115 S. 11th Ave, STE 120, Phoenix, Az 85007

O: 800.447.6687 www.dukes.com

bids@dukes.com

PROPOSAL SUBMITTED TO: B&F Contracting	DATE 1/23/2024	PHONE 623-764-7622
STREET (Business address) 11011 N. 23rd Ave	JOB / PROJECT NAME Price Rd 4k Pano of 66"	
CITY, STATE AND ZIP CODE Phoenix, Az 85029	JOB LOCATION Phoenix, Az	
CONTACT NAME Marco Velarde	Email marco.velarde@bfcontracting.com	

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	Post CIPP 4K Pano Inspection of 66" Sanitary Sewer	12,860	LF	\$4.00	\$51,440.00

GRAND TOTAL: **\$51,440.00**

EXCLUSIONS (any qualifications to exclusions are in parenthesis)

1	Permits, Licenses and Performance Bonds
2	Major Traffic Control
3	Bypass
4	Access - Owner shall provide adequate access to MH's

WE PROPOSE hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Payment terms:

30 Days of Invoice

Dollars: **\$51,440.00**

This proposal shall be incorporated into the service contract when Duke's Root Control Inc. is listed as a subcontractor.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Maximum allowable interest charge on overdue invoices. Duke's Root Control, Inc. will provide certificate of insurance upon request.

Authorized Signature:

This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL : The above prices, specifications and conditions are satisfactory and are hereby accepted for a **6 Month Period**. You are authorized to do the work as specified. Requests for additional services beyond the above outlined scope will be submitted by written change order and payment thereof made accordingly.

Date

Customer Signature

Print name/Title



Quote Number:	P-9986	Quoted out of:	Phoenix
Date of Quotation:	4/4/2024	Bragg Contact:	Cerny, Paul
		Phone Number:	(602) 284-2546
		E-Mail:	paul.cerny@braggcrane.com
Customer:	Bragg Crane & Rigging - PH	Quoted To:	Benjamin Esquivel
Address:	2816 N 27th St Phoenix, AZ 85009	Phone Number:	(602) 233-0205
		E-Mail:	
Jobsite Name:	Price Road & 202	Start Date:	
Jobsite Address:		End Date:	
		Quotation Status:	Quoted to Customer

Work to be performed: Set Precast

Lift Information:

Heaviest Pick	60000	Radius	30	Height	0
Up		In		Set Back Fr. Bldg	

Equipment Required:

Description	Est. Qty	Rate	Est. Amt
Crane Mobilization Per Trip- Sewer	1.00 Each	\$1,890.00	\$1,890.00
190 Ton Hydraulic Truck Crane Per Day- 8 Hour Minimum- Sewer	1.00 Day	\$4,950.00	\$4,950.00
Crane Demobilization Per Trip- Sewer	1.00 Each	\$1,890.00	\$1,890.00
Crane Mobilization Per trip-pumps	1.00 Each	\$650.00	\$650.00
90 Ton Hydraulic Truck Crane Per Day- 8 Hours-Pumps	1.00 Day	\$3,500.00	\$3,500.00
Crane Demobilization Per Trips- Pumps	1.00 Each	\$650.00	\$650.00
Surcharge	1.00	10.00%	\$1,353.00
Quote Estimate:			\$14,883.00

Comments: This quote is contingent on a clear working and level working area. Any hours worked over 8-hours \$50.00 per man, per hour will be added for overtime. A firm and level set up area for the crane must be provided. There will be a 10% fuel surcharge on the invoice total

***Issuance of a purchase order acknowledges acceptance of this quotation



Quote Number: P-9986

Quoted out of: Phoenix

Date of Quotation: 4/4/2024

Bragg Contact: Cerny, Paul
Phone Number: (602) 284-2546
E-Mail: paul.cerny@braggcrane.com

Terms & Conditions:

Can be viewed at www.braggcompanies.com

Qualification for Price Quotation of Operated and Maintained Crane Rental

1. Our customer will provide for free, clear, safe, compacted all-weather access for the erection, dismantling and operation of all equipment furnished by BRAGG. 24-hour notice is required for cancellations and/or delays/re-scheduling, including, but not limited to, those issues related to site clearance, access, or weather. Failure to notify Bragg 24-hours prior to the scheduled onsite time will result in show-up fees billed at their applicable rates, as determined by Bragg.
2. Unless specifically otherwise noted, cranes will be erected and dismantled during straight time hours in a continuous operation by Operating Engineers. Should another craft be required for the buildup per customer or union agreement, the additional personnel will be furnished by the customer at no cost to BRAGG.
3. All traffic control, street use permits or OSHA permits will be furnished by the customer in accord with local regulations unless specifically noted on this quote.
4. Travel permits will be furnished by BRAGG and billed to the customer at the applicable rate.
5. The customer will furnish qualified signalmen and qualified rigging personnel to support safe crane operation according to applicable laws.
6. All rigging is to be furnished by the customer. If BRAGG elects to use BRAGG rigging, damage to the rigging will be billed to the customer. Testing or certification of rigging will result in additional charges (if required).
7. Timber mats, steel plates or other site protections are available at additional cost (if required).
8. Lift engineering or professional engineering review is available at additional cost (if required). Each requested revision will be billed at applicable rate.
9. A Waiver of Liability releasing BRAGG from site damage caused by normal crane operation must be signed prior to work but is agreed to if directed to work by the customer even without the customer's signature
10. All site-specific training, testing or orientation of BRAGG personnel will be invoiced at applicable rates.
11. BRAGG will provide standard insurance in the amount of \$1 million each for Workers Compensation, General Liability and Automotive. Higher limits, endorsements and additionally insured certificates are available at additional cost of 8% of invoice value or \$200 (whichever is greater) for "directly caused by" indemnification only.
- Bonding will be invoiced at cost plus 15% for administrative processing.
 Additionally insured certificates cannot be issued after a job has been completed.
12. No tax will be applied to the invoice for crane operation as Bragg has already paid all taxes on the equipment.
13. Unless otherwise negotiated, a minimum 10% fuel and insurance charge will be added to the final invoice amount for fuel cost and mandatory industry insurance for crane operation.
14. A four-hour minimum applies to daily rentals; an eight-hour minimum applies to ongoing projects.
15. All work will be performed and billed in accordance with the local Operating Engineers Union area agreement and/or Iron Workers Local Union area agreement. Overtime rates are to be billed for work taking place between 5 PM and 6 AM local time.
 - a. If Operating Engineers are working with a craft with more favorable overtime or work rules, the better terms may apply.
 - b. A ½ hour meal period must be provided within five hours of start of work or be paid for at the double time rate.
16. This quote is valid for 30 days, subject to equipment availability at the time of order. Issuance of a purchase order or scheduling equipment shall be considered acceptance of the full and complete costs as determined by Bragg upon completion of work. Payment is due upon receipt unless alternative terms have been agreed to ahead of time. Invoices will incur late fees and penalties at a rate of 1.5% of the invoice total once past due, and for every thirty (30) days following.
17. Labor Compliance/Certified Payroll packages will be billed at the applicable one time rate: HACLA/HCIDLA/HUD or equivalent (\$750), OCPs (\$500), CPR (\$300). Any fines incurred due to late submission of compliance documents is to be absorbed by the Customer if notice of required paperwork is not provided four (4) working days (Bragg observed holidays not included) prior to commencement of work.
18. Customer Pre-Payment Policy: Dispatch of equipment to job site is contingent upon confirmation that Customer has a sufficient pre-approved credit limit or Customer has pre-paid for quoted services. Customers with no pre-approved credit should allow 2-3 business days for credit application processing prior to dispatch. Pre-payment may be processed online by visiting the website listed below. Select the "Pay Online" button, located in the upper right corner of the page. Please forward the online payment to your salesman via e-mail to confirm your order.
19. This quote was composed with the best information available at the time of creation and is subject to change without notice. It is an estimate of the projected costs and is not a fixed amount. Issuance of a purchase order, scheduling of equipment, or any payment prior to work



Quote Number: P-9986

Quoted out of:

Phoenix

Date of Quotation: 4/4/2024

Bragg Contact:

Cerny, Paul

Phone Number:

(602) 284-2546

E-Mail:

paul.cerny@braggcrane.com

being executed, shall not be construed as a representation by Bragg that the actual costs of the Work shall not exceed the pre-paid, and or quoted amount. Bragg retains the right to bill for the full actual costs of the Work, as determined by Bragg upon completion.

20. Accounts with balances exceeding 90 days may be pursued legally for remedy. If Bragg so chooses to pursue unpaid balances through legal actions, including, but not limited to, the use of a collection service, for goods or services rendered, you understand and agree to waive your rights to a trial by jury and to the extent permitted by law, you agree to pay all expenses incurred by Bragg Companies in relation to collection, enforcement or protection of your rights and remedies. Expenses include, but are not limited to, attorney's fees, court costs and other legal expenses.



DUCTILE IRON PIPE & FITTINGS BID COMPARISON

Bid Item	Description	Quantity	Unit	DANA KEPNER		FULLERFORM		WINWATER	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
13	<i>Bypass -> Price Junction Structure Bypass Tie-in</i>								
	16" DIP 90-Bend FlgxFlg	1	EA	\$ 1,341.76	\$ 1,341.76	\$ 1,220.16	\$ 1,220.16	P \$ 1,220.16	\$ 1,220.16
	Dismantling Joint	1	EA	\$ 3,724.96	\$ 3,724.96	\$ 4,746.60	\$ 4,746.60	\$ 3,961.95	\$ 3,961.95
	16" Flg Hardware Kits	4	EA	\$ 91.97	\$ 367.88	\$ 91.68	\$ 366.72	P \$ 91.68	\$ 366.72
	16" Flg Gaskets	4	EA	\$ 13.78	\$ 55.12	\$ 18.76	\$ 75.04	P \$ 18.76	\$ 75.04
					\$ -		\$ -		\$ -
				Subtotal:	\$ 5,489.72	Subtotal:	\$ 6,408.52	Subtotal:	\$ 5,623.87
13	<i>Bypass -> SRP Flushing Station</i>								
	8" MJxMJ Gate Valve	1	EA	\$ 1,481.27	\$ 1,481.27	\$ 1,404.90	\$ 1,404.90	\$ 1,472.74	\$ 1,472.74
	8"x6" MJxMJ Reducer	2	EA	\$ 109.29	\$ 218.58	\$ 108.66	\$ 217.31	\$ 106.40	\$ 212.80
	8" TJ DIP	20	LF	\$ 37.91	\$ 758.20	\$ 35.02	\$ 700.44	\$ 37.39	\$ 747.80
	8" MJ Cap	1	EA	\$ 86.00	\$ 86.00	\$ 85.50	\$ 85.50	\$ 83.73	\$ 83.73
	8" MJ Restraints	5	EA	\$ 55.19	\$ 275.95	\$ 50.18	\$ 250.92	\$ 79.38	\$ 396.90
	8" MJ Accessories	5	EA	\$ 32.65	\$ 163.25	\$ 26.72	\$ 133.60	\$ -	\$ -
	6" MJ Restraints	2	EA	\$ 36.73	\$ 73.46	\$ 33.40	\$ 66.79	\$ 64.29	\$ 128.58
	6" MJ Accessories	2	EA	\$ 31.49	\$ 62.98	\$ 23.75	\$ 47.50	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
				Subtotal:	\$ 3,119.69	Subtotal:	\$ 2,906.96	Subtotal:	\$ 3,042.55
Total WL Pipe & Fittings Material Costs					\$ 8,609.41		\$ 9,315.47		\$ 8,666.42

Note: "P" is for plug.



PRICE RD. 66" SEWER 16" COUPLER
SEWER

Bid Date:

Project Location:

Due to world conditions and supply chain issues, Dana Kepner Co. quotes are based on the manufacturers' pricing and availability at time of shipment. We urge that pricing be confirmed before delivery.

Quote: BS031124A

TakeOff Name: B&F LIST

Customer: B & F CONTRACTING, INC - PHX

Sales Rep: Bert Salazar

Phone: 602.531.3408

eMail: bsalazar@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

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 subject to the Manufacturers' 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.

FITTINGS

Qty	Unit	Description	Price	Total Price
1	1.0 EA	16" FLANGED 90 BEND 125#	\$1,341.76	\$1,341.76
3	6.0 EA	CERAMIC EPOXY REPAIR KIT	\$264.02	\$1,584.12
4	5.0 EA	16" FLANGE GASKET, 125#, FULL FACE, RUBBER, 1/8"	\$13.78	\$68.90
5	5.0 EA	1-1/8" X 5" BOLT PACK INCL 16 PLAIN BOLTS&NUTS BOLTS & NUTS	\$91.97	\$459.85
				\$5,540.72

Total Units: 1.0

Average Cost per LS: \$5,540.72

**DIP PIPE & FITTINGS
KEPNER SELECTED AS
LOWEST BIDDER**



23-3001-00 PRICE ROAD 66" SEWER - 8" FITTINGS

WATER

Bid Date:

Project Location: CHANDLER

Due to world conditions and supply chain issues, Dana Kepner Co. quotes are based on the manufacturers' pricing and availability at time of shipment. We urge that pricing be confirmed before delivery.

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

DUE TO GLOBAL SUPPLY CHAIN ISSUES, RISING COSTS OF MANUFACTURING AND TRANSPORTATION DUE TO THE RUSSIA-UKRAINE WAR, AND THE LINGERING EFFECTS OF COVID-19; DANA KEPNER QUOTATIONS ARE FOR ESTIMATING PURPOSES ONLY. ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT

REVISED 4/5/2024 - ADDED MECHANICAL PLUGS AND DISMANTLING JOINT

Quote: RF040424C-REV1RF

TakeOff Name: B&F LIST

Customer: B & F CONTRACTING, INC - PHX

Sales Rep: Bert Salazar

Phone: 602.531.3408

eMail: bsalazar@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 subject to the Manufacturers' 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.

23-3001-00 PRICE ROAD 66" SEWER - 8" FITTINGS

FITTINGS

Qty	Unit	Description	Price	Total Price
1	1.0 EA	8" MJ RW DI OL VALVE, LESS ACCS	\$1,481.27	\$1,481.27
4	2.0 EA	8X6" MJXMJ REDUCER, CL, SSB, DI, LESS ACCS	\$109.29	\$218.58
5	18.0 FT	8"X18'1-1/2" PC350 DI PI PE TYTON JOINT, CMNT LIN DUCTILE IRON PIPE-ANSI A21.51	\$37.91	\$682.38
6	1.0 EA	8" MJ CAP, SSB, DI, LESS ACCS	\$86.00	\$86.00
7	5.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$55.19	\$275.95
8	5.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$32.65	\$163.25
9	2.0 EA	6" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$36.73	\$73.46
10	2.0 EA	6" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$31.49	\$62.98
				\$3,246.52
Total Units: 1.0		Average Cost per LS: \$3,246.52		

ADDITION

NOTE: DKC DOES NOT HAVE A MANUFACTURE THAT MAKES A STAINLESS STEEL DISMANTILING JOINT. DKC IS BIDDING AN ASTM A36 CARBON STEEL BODY WITH AWWA C207 CLASS D FLANGES DISMANTILING JOINT THAT HAS ROMACOAT FUSIN BONDED EPOXY, NSF 61 CERTIFIED APPLIED; SUBJECT TO APPROVAL

Qty	Unit	Description	Price	Total Price
3	1.0 EA	18" ROMAC DJ400 DISMANTLING JOINT W/ROMACOAT FUSION BONDED EPOXY & 316SS B&N	\$3,724.96	\$3,724.96
				\$4,195.73
Total Units: 1.0		Average Cost per LS: \$4,195.73		

DIP PIPE & FITTING NOT SELECTED



Fullerform Systems Inc.
24 East Pioneer St.
PHOENIX, AZ 85040
Phone (602) 268-5701



Quotation

EXPIRATION DATE	QUOTE NUMBER
05/03/2024	S100036684
Fullerform Systems Inc. 24 East Pioneer St. PHOENIX, AZ 85040 Phone (602) 268-5701	PAGE NO.
	1 of 2

QUOTE TO:

SHIP TO:

B&F CONTRACTING, INC
11011 N. 23RD AVENUE
PHOENIX, AZ 85029

B&F CONTRACTING, INC
11011 N. 23RD AVENUE
PHOENIX, AZ 85029

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
129	23-3001-00 Price Road 66" Sewe		JJ PARKINSON		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JJ PARKINSON			1% disc 20 days, Net 30	04/28/2024	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
1ea	Projet: 23-3001-00 Price Road 66" Sewer 8" MJ X MJ GATE VALVE 2508-1 NRS W/ 2" OP NUT		1404.900/ea	1404.90	
2ea	SGDP08 / 113836 8" DIP STARGRIP SERIES 3000 / TYLER SERIES 1000 TUFGRIP		50.184/ea	100.37	
2ea	MJBGAS08 8" MEGA LUG GASKET & BOLT KIT		26.719/ea	53.44	
2ea	MJR0806 8" X 6" MJ REDUCER		108.656/ea	217.31	
2ea	SGDP08 / 113836 8" DIP STARGRIP SERIES 3000 / TYLER SERIES 1000 TUFGRIP		50.184/ea	100.37	
2ea	MJBGAS08 8" MEGA LUG GASKET & BOLT KIT		26.719/ea	53.44	
2ea	SGDP06 / 113829 6" DIP STARGRIP SERIES 3000 / TYLER SERIES 1000 TUFGRIP		33.395/ea	66.79	
2ea	MJBGAS06 6" MEGA LUG GASKET & BOLT KIT		23.750/ea	47.50	

** Continued on Next Page **

**DIP PIPE & FITTING
NOT SELECTED**



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
05/03/2024	S100036684	2 of 2

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
18ft	8TJ350 8" TJ DIP CL350 8DIP350 .	35.022/ft	630.39
1ea	MJC08 8" MJ CAP	85.500/ea	85.50
1ea	SGDP08 / 113836 8" DIP STARGRIP SERIES 3000 / TYLER SERIES 1000 TUFGRIP	50.184/ea	50.18
1ea	MJBGAS08 8" MEGA LUG GASKET & BOLT KIT .	26.719/ea	26.72
1ea	FTD1616 16" FLANGE TEE	1897.031/ea	1897.03
1ea	FBD9016 16" FLANGE 90 DEG BEND .	1220.156/ea	1220.16
1ea	16BN 16" BOLT&NUT SET (16EA) 1" X 4-1/2" A307A 16"BN	91.680/ea	91.68
1ea	16GASKET 16" FULL FACE 1/8" NEOPRENE GASKET	18.760/ea	18.76
Subtotal -----			6251.42
*ALL PRODUCTS WILL BE PRICED IN EFFECT AT TIME OF SHIPMENT. *DUE TO SUPPLY CHAIN PRICE INCREASES.		Subtotal	6251.42
		S&H Charges	0.00
		Estimated Tax	0.00
		Amount Due	6251.42

**DIP PIPE & FITTING
NOT SELECTED**



Fullerform Systems Inc.
24 East Pioneer St.
PHOENIX, AZ 85040
Phone (602) 268-5701



Quotation

EXPIRATION DATE	QUOTE NUMBER
05/05/2024	S100036789
Fullerform Systems Inc. 24 East Pioneer St. PHOENIX, AZ 85040 Phone (602) 268-5701	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

B&F CONTRACTING, INC
11011 N. 23RD AVENUE
PHOENIX, AZ 85029

B&F CONTRACTING, INC
11011 N. 23RD AVENUE
PHOENIX, AZ 85029

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
129	23-3001-00 Price Road 66" Sewe		JJ PARKINSON		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JJ PARKINSON			1% disc 20 days, Net 30	04/05/2024	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
	23-3001-00 Price Road 66" Sewer				

**DIP PIPE & FITTING
NOT SELECTED**

OF PHOENIX

WATER • SEWER • STORM

11051 N 132ND AVE
SURPRISE, AZ 85379

PHONE (623) 536-6192
FAX (623) 536-9307

Quoted To Customer

B & F CONTRACTING INC
11011 N 23RD AVE
PHOENIX, AZ 85029-4828

Phone (602) 399-3178
Fax (623) 582-3761

Job Name

8" MATERIAL

Quote No.

0032006

Date

4/03/24

Page

1

Expiration Date

5/03/24

Revised Date

4/03/24

Bid Due Date

4/03/24

Quoted By

NICK WARNER
nrwarner@winwaterworks.com
(623) 536-6192

Customer	Payment Terms	Quoted To	Salesperson	FOB
002037	2% 10TH, NET 25TH	NICK WARNER	DANNY KOELLEN	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	7571 8 MJXMJ RS GATE VALVE OL KENNEDY W/ 2" OP NUT SS STEM	1472.7400	EA	1472.74
2.0	2	8X6 DI ALL MJ REDUCER 100874 IMP L/ACC C153	106.4000	EA	212.80
3.0	18	8" TYTON DIP CL350 18'	37.3900	FT	673.02
4.0	1	8 DI MJ SOLID CAP 247968 IMP L/ACC C153	83.7300	EA	83.73
5.0	5	8 TUFGRIP DI JNT REST &ACC F 114178 IMP W/ACC	79.3800	EA	396.90
6.0	2	6 TUFGRIP DI JNT REST &ACC F 114161 IMP W/ACC	64.2900	EA	128.58

Tax Area Id

030130700

Net Sales

2,967.77

Freight

.00

Tax

.00

Quotation Total

2,967.77

**DIP PIPE & FITTING
NOT SELECTED**



OF PHOENIX
WATER • SEWER • STORM

11051 N 132ND AVE
SURPRISE, AZ 85379

PHONE (623) 536-6192
FAX (623) 536-9307

Quoted To Customer

B & F CONTRACTING INC
11011 N 23RD AVE
PHOENIX, AZ 85029-4828

Phone (602) 399-3178
Fax (623) 582-3761

Job Name

18" ss dismantling

Quote No.

0032026

Date

4/04/24

Page

1

Expiration Date

5/04/24

Revised Date

4/04/24

Bid Due Date

4/04/24

Quoted By

NICK WARNER
nrwarner@winwaterworks.com
(623) 536-6192

Customer	Payment Terms	Quoted To	Salesperson	FOB
002037	2% 10TH, NET 25TH	NICK WARNER	DANNY KOELLEN	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	12 MECHANICAL PLUG	285.0000		285.00
2.0	1	270-270 8" GRIPPER MECH PLUG	38.5300	EA	38.53
3.0	1	18" SS DISMANTLING JOINT 304 SS HARDWARE	3961.9500		3961.95

Tax Area Id

030130700

Net Sales

4,285.48

Freight

.00

Tax

.00

Quotation Total

4,285.48



1575 W Horizon Ridge Parkway
#530427
Henderson, NV 89012

207 Heritage Court
Sulphur Springs, TX 75482

1708 Turkey Creek Road
Plant City, FL 33566

702-824-9702
www.armorock.com

Quote Date: 2/19/2024

To:

All Bidders

Ref: Price Road 66" Rehab
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. Sales tax not included. 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 \$1980 for each legal load, \$6138 for each oversized load at 133" and \$16000 for each oversized load at 208". Total of 5 legal loads, 4 oversized loads at 133" and 4 oversized loads at 208" needed for job. Customer will only be billed for trucks used. Additional trucks will be billed at market rate. Any freight involving the need for a route survey, pole car, and/or police escorts will be invoiced directly to the contractor.
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.
13. Project retention is not allowed.
14. Summation of structure price is for convenience of bidding only. Structures will be billed by components per quotation detail.



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For: All Bidders

Ref: Price Road 66" Rehab
Chandler, AZ

Quote Date: 2/19/2024

Structure	Description	Height	Weight	Price
C1 NEW MH	60" - 30" Polymer Manhole	32.00'	13,772	\$22,356
1 PR30X1FL	30 IN X 1 IN FLAT PRO-RING	1 PR30X6FL	30 IN X 6 IN FLAT PRO-RING	
1 MHC6030	60 IN X 3 FT ECC POLYMER CONE W/ 30" ACCESS	1 MHS6036	60 IN X 3 FT POLYMER MH SECTION	
3 MHS6072	60 IN X 6 FT POLYMER MH SECTION	1 MHS6012NB	60 IN X 1 FT POLYMER MH SECTION NO BELL	
10 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	1 PEPOXY	EPOXY KIT FOR CIP BASE	
1 PGROUT	POLYMER GROUT KIT			
NEW - Diversion Structure (1)	192" Polymer Manhole (Hatch by Others)	23.11'	234,411	\$448,629
1 MHL9672	96 IN CONCENTRIC POLYMER LID FLAT W/ 42X42 ACCESS	1 MHS9672	96 IN X 6 FT POLYMER MH SECTION	
1 MHS9672	96 IN X 6 FT POLYMER MH SECTION	1 MHL19296	192 IN ECC POLYMER LID FLAT W/ 96" ACCESS	
1 MHS19224	192 IN X 2 FT POLYMER MH SECTION	1 MHB19296.1	192 IN X 8 FT POLYMER PRECAST-BASE FULL DEPTH	
3	S206-74	48 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	
4	LABOR FOR FIELD GROUTING	4 PGROUT	POLYMER GROUT KIT	
NEW - MH #1	60" - 30" Polymer Manhole	32.94'	14,191	\$22,736
1 PR30X1FL	30 IN X 1 IN FLAT PRO-RING	1 PR30X6FL	30 IN X 6 IN FLAT PRO-RING	
1 MHC6030	60 IN X 3 FT ECC POLYMER CONE W/ 30" ACCESS	1 MHS6048	60 IN X 4 FT POLYMER MH SECTION	
3 MHS6072	60 IN X 6 FT POLYMER MH SECTION	1 MHS6012NB	60 IN X 1 FT POLYMER MH SECTION NO BELL	
10 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	1 PEPOXY	EPOXY KIT FOR CIP BASE	
1 PGROUT	POLYMER GROUT KIT			
NEW - MH #1A	96"-Reduced-30" Polymer Manhole	32.94'	46,752	\$74,503
1 PR30X1FL	30 IN X 1 IN FLAT PRO-RING	1 PR30X4FL	30 IN X 4 IN FLAT PRO-RING	
1 PR30X6FL	30 IN X 6 IN FLAT PRO-RING	1 MHC6030	60 IN X 3 FT ECC POLYMER CONE W/ 30" ACCESS	
1 MHS6036	60 IN X 3 FT POLYMER MH SECTION	2 MHS6072	60 IN X 6 FT POLYMER MH SECTION	
1 MHS6072NB	60 IN X 6 FT POLYMER MH SECTION NO BELL	1 MHL9660	96 IN ECC POLYMER MH LID W/ 60" ACCESS	
1 MHB9684.75	96 IN X 7 FT POLYMER PRECAST BASE 3/4 DEPTH	2	KOR-N-SEAL S306-74L	
14 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	1 PGROUT	POLYMER GROUT KIT	
NEW - MH #2	60" - 30" Polymer Manhole	20.76'	8,061	\$13,500
1 PR30X1FL	30 IN X 1 IN FLAT PRO-RING	1 PR30X4FL	30 IN X 4 IN FLAT PRO-RING	
1 MHC6030	60 IN X 3 FT ECC POLYMER CONE W/ 30" ACCESS	1 MHS6048	60 IN X 4 FT POLYMER MH SECTION	
1 MHS6072	60 IN X 6 FT POLYMER MH SECTION	1 MHS6012NB	60 IN X 1 FT POLYMER MH SECTION NO BELL	
6 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	1 PEPOXY	EPOXY KIT FOR CIP BASE	
1 PGROUT	POLYMER GROUT KIT			
NEW - MH #2A	96"-Reduced-30" Polymer Manhole	20.76'	40,888	\$65,247
1 PR30X4FL	30 IN X 4 IN FLAT PRO-RING	1 PR30X6FL	30 IN X 6 IN FLAT PRO-RING	
1 MHC6030	60 IN X 3 FT ECC POLYMER CONE W/ 30" ACCESS	1 MHS6072	60 IN X 6 FT POLYMER MH SECTION	
1 MHS6036NB	60 IN X 3 FT POLYMER MH SECTION NO BELL	1 MHL9660	96 IN ECC POLYMER MH LID W/ 60" ACCESS	
1 MHB9684.75	96 IN X 7 FT POLYMER PRECAST BASE 3/4 DEPTH	2	KOR-N-SEAL S306-74L	
10 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	1 PGROUT	POLYMER GROUT KIT	

Utilized to establish allowance for Polymer



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207 Heritage Court
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1708 Turkey Creek Road
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702-824-9702
www.armorock.com

Quote Date: 3/15/2024

To:

All Bidders

Ref: Price Road 66" Rehab
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. Sales tax not included. 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 \$18000 for each oversized load at 208", \$1400 for each legal load and \$6650 for each oversized load at 133". Total of 5 oversized loads at 208", 2 legal loads and 4 oversized loads at 133". Customer will only be billed for trucks used. Additional trucks will be billed at market rate. Any freight involving the need for a route survey, pole car, and/or police escorts will be invoiced directly to the contractor.
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.
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13. Project retention is not allowed.
14. Summation of structure price is for convenience of bidding only. Structures will be billed by components per quotation detail.



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For: All Bidders

Ref: Price Road 66" Rehab
Chandler, AZ

Quote Date: 3/15/2024

Structure	Description	Height	Weight	Price
Diversion Structure	192" Polymer Manhole	23.41'	278,863	\$554,795
1	96"X48" HATCH (CAST INTO TOP PIECE)	1 MHL192HATCH	192 IN ECC POLYMER LID FLAT W/ HATCH	
1 MHS19284	192 IN X 7 FT POLYMER MH SECTION	1 MHS19296	192 IN X 8 FT POLYMER MH SECTION	
1 MHB19296.1	192 IN X 8 FT POLYMER PRECAST BASE FULL DEPTH	3	S206-74	
54 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	4	1-1/8" S-209 APS SHACKLE	
4	5/8" S-1316 SHUR-LOC EYE HOOK	1	LABOR FOR FIELD GROUTING	
3 PGROUT	POLYMER GROUT KIT			
NEW - MH #1	60" -30" Polymer Manhole	32.94'	14,191	\$22,236
1 MHC6030	60 IN X 3 FT ECC POLYMER CONE W/ 30" ACCESS	1 MHS6048	60 IN X 4 FT POLYMER MH SECTION	
3 MHS6072	60 IN X 6 FT POLYMER MH SECTION	1 MHS6012NB	60 IN X 1 FT POLYMER MH SECTION NO BELL	
10 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	1 PEPOXY	EPOXY KIT FOR CIP BASE	
1 PGROUT	POLYMER GROUT KIT			
NEW - MH #3	60" -30" Polymer Manhole	20.76'	8,061	\$13,100
1 MHC6030	60 IN X 3 FT ECC POLYMER CONE W/ 30" ACCESS	1 MHS6048	60 IN X 4 FT POLYMER MH SECTION	
1 MHS6072	60 IN X 6 FT POLYMER MH SECTION	1 MHS6012NB	60 IN X 1 FT POLYMER MH SECTION NO BELL	
6 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	1 PEPOXY	EPOXY KIT FOR CIP BASE	
1 PGROUT	POLYMER GROUT KIT			
OWRF 756007676	120" -30" Polymer Manhole	33.54'	123,734	\$157,615
1 MHL120??	120 IN ECC POLYMER LID FLAT W/ 42X42 ACCESS	1 MHS12024	120 IN X 2 FT POLYMER MH SECTION	
1 MHS12084	120 IN X 7 FT POLYMER MH SECTION	2 MHS12096	120 IN X 8 FT POLYMER MH SECTION	
1 MHB12096.75	120 IN X 8 FT POLYMER PRECAST BASE 3/4 DEPTH	1	34L PSX-2:DD	
1	S306-48L NPC BOOT	2	S406-84L	
60 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL			
Sub-Total				\$747,746
Freight/Delivery				\$119,400
Total Price for Price Road 66" Rehab				\$867,146

**NOTE: QUOTE FOR 16 EACH NEW MANHOLES
WILL BE FORTHCOMING.**



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For: All Bidders

Ref: Price Road 66" Rehab
Chandler, AZ

Quote Date: 2/19/2024

Structure	Description	Height	Weight	Price
OWRF 756007676	120" 30" Polymer Manhole	33.54'	125,397	\$157,615
1 MHL120??	120 IN ECC POLYMER LID FLAT W/ 42X42 ACCESS	1 MHS12012	120 IN X 1 FT POLYMER MH SECTION	
3 MHS12096	120 IN X 8 FT POLYMER MH SECTION	1 MHB12096.75	120 IN X 8 FT POLYMER PRECAST BASE 3/4 DEPTH	
1	34L PSX-2:DD	1	S306-48L NPC BOOT	
2	S406-84L	60 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	
Spreader Bar		0.00'	0	\$2,000
1	SPREADER BAR & RIGGING			
Sub-Total				\$806,588
Freight/Delivery				\$98,452
Total Price for	Price Road 66" Rehab			\$905,040

QUOTATION #: 20240415-7EL

Page 1 of 1

DATE: APRIL 22, 2024

TO: **B&F CONTRACTING**Job Name: **PRICE ROAD 66-INCH
REHAB**ATTN: **TRAVIS MONK & JOSH ONSTOTT**Location: CHANDLER, AZ
Quoted By: ERIC LORING, PE

Bid Date: APRIL 22, 2024 @ 5 PM

Unless otherwise stated: Prices are firm for 30 days from bid date, payment terms are NET 30 DAYS from shipment. Prices do not include any sales and/or use taxes. Applicable taxes will be added to the invoice at the rate in effect at the time of shipment. Interest shall accrue on past due amounts of 1.5% per month. Freight terms are F.O.B. factory, full freight allowed.

QTY	Description	Each	Total
	PRICE ROAD 66-INCH REHAB		

POLYMER CONCRETE

MANUFACTURER: **US COMPOSITE PIPE** (AS SPECIFIED)REFER TO USCP'S DETAILED SCOPE DATED **4/21/2024**
FOR SPECIFIC DETAILS

TOTAL PRICE	FREIGHT <u>INCLUDED</u>
	FOB FACTORY \$ 2,188,788.00

**JCH/USCP REQUEST A MEETING WITH B&F AND CHANDLER TO DISCUSS
FEASIBILITY OF THE JUNCTION STRUCTURE AS IT'S CURRENTLY PROPOSED.**

THANK YOU FOR THE OPPORTUNITY TO QUOTE THE ABOVE WORK!



SCOPE

DATE: 4/22/2024

We are proposing to bid the following project:

Price Road 66-inch

Our proposal will include the listed materials for the above referenced project:

Quantity (16) 96" Diameter Steel Reinforced Polymer Concrete Manhole with cone: includes rubber gasket joints per ASTM C-443 and pipe to manhole connectors per ASTM C-923. Manhole will be steel reinforced per ASTM C478 and slabs will be HS20 rated with grade 60 rebar. Factory built polymer concrete flow channel is provided. Base slabs will be monolithic with base walls. Cast in lifters will not penetrate the wall. Diameter will reduce to 60" at 6' above bench. Pipe connectors will be A-Lok and based on DIP OD.

Quantity (1) 60" Diameter Steel Reinforced Polymer Concrete Manhole with cone: includes rubber gasket joints per ASTM C-443 and pipe to manhole connectors per ASTM C-923. Manhole will be steel reinforced per ASTM C478 and slabs will be HS20 rated with grade 60 rebar. Cast in lifters will not penetrate the wall. This is a doghouse style manhole. Base by others.

Quantity (1) 144" Diameter Steel Reinforced Polymer Concrete Manhole with cone: includes rubber gasket joints per ASTM C-443 and pipe to manhole connectors per ASTM C-923. Manhole will be steel reinforced per ASTM C478 and slabs will be HS20 rated with grade 60 rebar. Factory built polymer concrete flow channel is provided. Base slabs will be monolithic with base walls. Cast in lifters will not penetrate the wall. Diameter will reduce to 60" at 6' above bench. Pipe connectors will be A-Lok for 66" pipe at DIP OD.

Quantity (1) 192" Diameter Steel Reinforced Polymer Concrete Manhole: includes rubber gasket joints per ASTM C-990 and pipe to manhole connectors per ASTM C-923. Manhole will be steel reinforced per ASTM C478 and slabs will be HS20 rated with grade 60 rebar. Factory built polymer concrete flow channel is provided. Cast in lifters will not penetrate the wall. Pipe connectors will be A-Lok for 66" DIP OD.

Excluded: Hatches, inserts, sump fillet, extended base, flat top hardware, external joint wrap, pipe gasket lube, grade rings, bolted manhole joint connection, vent piping, grout material, steps, stop logs, grates, internal hardware, and ring and cover castings.

Field poured floatation collar, if required, by others.

Respectfully Submitted,

Eric H. Davidson
edavidson@uscompositpipe.com
817.829.9109



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: March 8, 2024

Expiration Date: May 31, 2024

Quote # : 21562

MAP/GRID

Customer: B & F CONTRACTING INC

Customer Code: BFCO001

Address: 11011 N 23RD AVE
PHOENIX, AZ 85029

Contact: BENJAMIN ESQUIVEL

Phone: 623-582-1170

Fax:

Project: PRICE ROAD 66" SEWER #23-3001-00

Job Address: PRICE ROAD & QUEEN CREEK ROAD

Terms Description: 2% 10TH NET 30

Item Code	Item Description	Est. Qty	Price
S500000	ABC SLURRY (NO SACK)	2900 Yards	\$101.00
S500501	PHCLSM.5 (1/2 SACK SLURRY COP)	2900 Yards	\$105.00
SRP104	1/2 SACK MAG CLSM (SRP MIX IF NEEDED)	Per Yard	\$105.00
S501001	PHCLSM1(1 SACK SLURRY)	2900 Yards	\$109.00
SRP105	1 SACK MAG CLSM (SRP MIX IF NEEDED)	Per Yard	\$109.00
A202001	MAG C 2000 PSI W/ASH	25 Yards	\$142.00
A202501	MAG B 2500 PSI W/ASH	50 Yards	\$146.00
A203001	MAG A 3000 PSI W/ASH	25 Yards	\$150.00
A204001	MAG AA 4000 PSI W/ASH	50 Yards	\$158.00
TC	TEMPERATURE CONTROL	Per Yard	\$1.00
AG010003 DELIVERED	MAG SPEC ABC (NON-LIME)	6800 Tons	\$19.25

Additional Fees

Fee ID *	UOM	Price
E01	Per Yard	\$3.25
FSC	Per Load	\$TBD

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 accept 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 aggregate sales 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
- All Aggregates and Concrete deliveries include a per load fuel surcharge.

* E – Environmental | S – Saturday Fee | F – Fuel Surcharge

PROJECT NAME PRICE RD 66" SEWER 23-3001-00		JOB / P. O. NUMBER 81575 /		QUOTE DATE 3/9/2024 5:26:51 PM	
PROJECT LOCATION PRICE RD & W QUEEN CREEK RD CHANDLER, AZ 85286				BID DATE March 9, 2024	
CUSTOMER CONTACT B & F CONTRACTING INC BENJAMIN ESQUIVEL 602-702-2695 BENJAMIN.ESQUIVEL@BFCONTRACTING.COM STREET ADDRESS 11011 N 23RD AVE CITY, STATE, ZIP PHOENIX, AZ 85029-4828 CUSTOMER NO. 992678				PROJECT START DATE July 1, 2024	
				QUOTE EXPIRATION DATE December 31, 2024	
				See Price Escalators	
PRODUCT CODE	MATERIAL DESCRIPTION	UOM	USAGE	QTY	PRICE
8000A00	ABC SLURRY (SRP#100)	CY	SLURRY	2900	\$100.00
PHCLSM	1/2 SACK ABC SLURRY (PHCLSM1/2)	CY	SLURRY	2900	\$105.00
PHCLSM1	1 SACK ABC SLURRY	CY	SLURRY	2900	\$108.00
2203141	MAG C, 1"	CY	CURBS	25	\$135.00
2253141	MAG B, 1"	CY	CURBS	50	\$139.00
2303141	MAG A, 1"	CY	ENCASEMENT	25	\$142.00
2403141	MAG AA, 1"	CY	CURBS	50	\$148.00
ADDITIONAL COMMENTS				PRICES DO NOT INCLUDE TAX	
ESCALATION NOTES: CUBIC YARD PRICE INCREASE: 7/1/2024 INCLUDED CUBIC YARD PRICE INCREASE: 1/1/2025 \$10.00					

Add: **Add Miscellaneous Extra Charges:**

\$25.00	Per Load Transportation Surcharge - Add to Above Pricing	\$8.00	Per Cubic Yard per each 1% Non Chloride Accelerator (available in 0.25% increments)
\$2.00	Per Cubic Yard Environmental Fee - Add to Above Pricing	\$3.00	Per Cubic Yard per Each 30 Minute Increment of Hydration Stabilizer (Retarder)
\$0.00	Per Cubic Yard Winter Service Fee (Nov 1 through Feb 28)	\$7.00	Per Cubic Yard Mono/Micro Fiber (1LB per Cubic Yard)
\$0.00	Per Cubic Yard Summer Service Fee (Jun 1 through Sep 30)	\$4.00	Per Pound of Color per Sack of Cement per Cubic Yard
\$10.00	Per Cubic Yard Saturday Premium Charge	\$50.00	Color Washout Fee per Load
		\$250.00	Per Load Short Load Delivery Fee (Orders of 6 CYs or Less)
		\$2.00	Per Minute of Wait Time per Load After 45 Minutes (on job standby)
		\$5.00	Per Gallon Nitro (3 gallons is equivalent to 20 LBs. of ice) Call for Availability
		\$0.75	Per Pound Ice
		\$8.00	Per Cubic Yard Cancellation Fee within 24 Hours of Scheduled Start Time (\$200 minimum fee)
		\$100.00	Per Load Multi-Stop Delivery Fee (per stop)

Above pricing is valid for 30 days from quote date, written quote acceptance is required to hold pricing beyond 30 days.
Prices are FOB job site unless noted otherwise and do not include taxes. Sales Tax owed unless exempt documentation is received before the first pour.
See item 7. TERMS: NET 30 DAYS. If not paid when due, Applicant agrees to pay interest charges at the rate of 1.5% per month or the maximum lawful rate, whichever is lower, and Seller's reasonable costs of collection, including reasonable attorneys' fees.

Signature: _____ Quote Date: 3/9/2024 Accepted by: _____

Please Note

All concrete as bid is per 90 minute max delivery and 95 degree max concrete temperature unless noted otherwise. All Concrete as Bid contains Type F Ash and normal weight aggregate unless specifically noted. All concrete pricing above is valid from Monday thru Friday during normal business hours unless noted otherwise. Aggregates are a naturally occurring material which can contain particles that degrade or stain concrete. It is not possible to completely remove all such particles; however, the occurrence is infrequent, and the bulk aggregate meets the Limits for Deleterious Substances and Physical Property Requirements of Coarse Aggregate for Concrete as outlined in ASTM C 33. Martin Marietta does not warranty against these infrequent occurrences.

Minimum amount of standard concrete for deliveries is 2 cubic yards, specialty concrete is 4 cubic yards. Buyer is responsible for safe access to work area and wash out containment area for all deliveries.



1. Seller's quotation and offer contained herein shall be deemed withdrawn and of no further effect unless accepted by Purchaser by signing and returning a copy hereof to Seller within thirty (30) days after the date hereof. Acceptance of any order from Purchaser ("Order") is expressly made conditional on assent to these Terms and Conditions, either by written acknowledgment or by Purchaser's acceptance of the products sold hereunder. These Terms and Conditions also serve as Seller's objection to and rejection of any terms and conditions included in Purchaser's forms that are different from or additional to these Terms and Conditions.

2. Seller's obligation to deliver concrete at prices quoted is limited to deliveries on the project specified within six (6) months after date of quotation, unless otherwise specified on the front side thereof. Seller may refuse to commence or continue deliveries at prices quoted on projects not started within a reasonable time or on projects not continuously prosecuted after the commencement of deliveries.

3. All concrete ordered by Purchaser and delivered to the job, whether used or not, will be billed to Purchaser. Prices and quantities are based upon the wet volume at the time of discharge from delivery trucks. Receipt and delivery tickets shall be binding unless immediately disputed. The Purchaser is required to provide an area suitable for wash down of the truck to meet applicable local, state, and national environmental requirements.

4. Unless otherwise specified, prices quoted are based on delivery by trucks to jobsite during normal working hours, Monday through Friday. An additional charge may be made for deliveries after normal working hours. Purchaser is responsible for giving Seller reasonable and adequate notice for scheduling and delivering concrete. Seller will not be expected to hold trucks and equipment available for deliveries to Purchaser, and will not, without reimbursement, hold plants open and equipment available for pours for which adequate and reasonable notice has not been given. Seller will not honor back charges for delays in delivery due to inadequate notice by Purchaser or due to underestimation of quantities for a pour.

5. Deliveries by trucks are dependent upon accessibility to point of delivery. Roadways shall be deemed inaccessible if trucks cannot proceed with the full load (unless part loads are specifically ordered and agreed to by Seller) under its own power without damage to property or equipment. In the event Purchaser ordered delivery beyond curb line, Seller shall not be liable for damage to sidewalks, driveways, or other property, and Purchaser shall indemnify and hold Seller harmless against any and all liability, loss and expense, incurred as a result of such damages. All deliveries shall be made subject to applicable regulations governing the standard operating procedure of common carriers.

6. Prices quoted are based on prompt unloading of trucks. Seller reserves the right to make a standby charge as listed on the front page hereof. In case of repeated delays in unloading, Seller reserves the right to discontinue deliveries until conditions causing delay are corrected.

7. Any sales, processing or similar tax imposed by any governmental authority which is now or hereafter becomes applicable to deliveries by Seller shall be paid by Purchaser unless otherwise provided by law in addition to the prices specified herein. Concrete pricing as quoted excludes sales tax. The applicable sales tax rate will be charged to Purchaser. If the project is tax exempt, the tax-exempt certificate must be received by Seller prior to the first shipment to the project. If not received, purchaser is responsible for the sales tax payment.

8. Seller warrants that all cementitious materials, aggregates and admixtures used by it in furnishing concrete pursuant to this quotation shall conform to current ASTM specifications for cementitious materials, aggregates and admixtures of the type specified and that all ready-mixed concrete delivered to Purchaser shall conform to applicable requirements of current ASTM Standard C 94. Where quantity of cementitious materials is specified, Seller warrants that the concrete delivered will contain the specified quantity of cementitious materials of the type specified within industry accepted tolerances for ready-mixed concrete. Where strength of concrete is specified and concrete is delivered by Seller, Seller warrants that the concrete furnished will meet or exceed the indicated design strength at the designated age when tested in accordance with the applicable and current ASTM Standards C 31, C 39, C 78, C 172, C 293, applicable provisions of C 94, and evaluated in accordance with applicable provisions of the ACI 318 Building Code. The addition of water to the mix by Purchaser relieves Seller of any responsibility as to strength of concrete provided the slump at time of delivery is equal to or greater than that specified. Where strength of concrete is designed in excess of 4500 psi or a "High Early" concrete is required, the minimum batch size shall be 4.0 cubic yards, for which Purchaser is required to pay. SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR OF FUTURE PERFORMANCE OR OF ANY OTHER KIND. Seller's obligation under this warranty shall be limited to replacement or allowance of credit for nonconforming materials as provided herein.

9. Seller shall have no liability whatsoever to Purchaser or to any other person for delays in deliveries of orders accepted hereunder resulting from fire, casualties, calamities, strikes or other labor disputes, mechanical failures, war, insurrection, interruption or shortage of utility service or materials, acts or regulations of any governmental body or agency, or resulting from conditions or events beyond the reasonable control of Seller. Should Seller experience any delays or shortages of transportation or materials, Seller shall be permitted to allocate deliveries among its customers, but Seller shall use commercially reasonable efforts to meet any delivery schedule to which it has agreed hereunder.

10. Seller shall not be liable for loss or damage of any nature after delivery. Seller's only liability and obligation with respect to nonconforming (including defective) concrete shall be to replace such nonconforming concrete at point of delivery, or at Seller's option, to allow credit for such nonconforming concrete, provided that Purchaser shall be deemed to have waived all rights or claims hereunder with respect to nonconforming concrete not reported to Seller within one (1) year after the time of delivery thereof to Purchaser. Seller shall have no liability for loss or damage in excess of the price received for nonconforming or defective concrete delivered to Purchaser or for losses or damages of any nature (INCLUDING WITHOUT LIMITATION INCIDENTAL OR CONSEQUENTIAL DAMAGES) incurred or suffered by Purchaser or any other person or entity in repairing or replacing defective concrete or occasioned by defective concrete, and Seller shall have no other responsibility, obligation or liability whatsoever with respect to any concrete delivered hereunder whether predicated or alleged breach of contract or negligence or otherwise.

11. Shipments are subject to prior credit approval. If credit is approved, all payments must be made in accordance with the then applicable credit policies of Seller, and if not so made, the agreement that is contemplated herein may be terminated by Seller immediately. Terms of payment are net 30 days following date of invoice. If Purchaser fails to make timely payments or if, in Seller's opinion, the financial condition of Purchaser or other grounds for insecurity warrant such action, Seller may, without limiting its other remedies, (i) suspend shipments pending receipt of assurances or credit support satisfactory to Seller or (ii) terminate the Order, in which event unpaid invoices shall become immediately due and payable. Any past due account shall bear interest at the rate of 18% per annum. In the event the collection of any unpaid balance is placed in the hands of Seller's attorney, Purchaser shall pay a reasonable attorney's fee.



ARIZONA MATERIALS
3636 S. 43rd Ave. - Phoenix, AZ 85009
Dispatch: 602-278-7777 Office: 602-278-4444 Fax: 602-278-3077
www.arizonamaterials.net

Arizona Materials

Ready Mix Quotation

Project Name: Road 66 Sewer
Project Location: Price Rd & Queen Creek Rd Chandler, AZ
System Quote ID: 201.46154
Customer Name: B&F CONTRACTING INC
Customer Contact: Benjamin Esquivel

Date: 03/07/2024
Salesperson: Randy Schmolke
Mobile: 602-342-6595
Email: randy.schmolke@azmatl.com
Estimated CY: 8,850

Item Code	Item Description	UoM	Price
13004	MAG-A 3000 PSI	CY	\$153.00
14004	MAG-AA 4000 PSI, 1" ROCK	CY	\$158.00
12504	MAG-B 2500 PSI 1" ROCK	CY	\$150.00
12004	2000 PSI MAG C	CY	\$146.00
12010	12010 - ABC SLURRY	CY	\$105.00
12011	12011 - 1/2 SACK ABC LEAN SLURRY MIX (CLSM)	CY	\$106.00
12012	12012 - 1 SACK ABC SLURRY, CLSM	CY	\$110.00

Additional Charges:

Environmental Charge	Load	\$25.00
Fuel Surcharge	Load	\$35.00
Unloading or waiting time (over 5 minutes per CY)	Minute	\$2.50
Minimum Load Charge <6.00CY	Load	\$200.00-->
Hot/Chilled Water	CY	\$2.50
Nitrogen Cooling	CY	\$9.50
Non-Chloride Accelerator (per 1%)	UNIT	\$2.00
Recover per 1/2 hour	CY	\$2.50
Micro Fiber	LB	\$7.50
Macro Fiber (Structural)	LB	quoted price
Colors (Available upon request)	CY	Varies by color
Color Washout Fee	Load	\$25.00
No On-Site Washout Fee	Load	\$250.00

Duration of the quote: 12/31/2024,

Accepted by (Customer):

Date:

General terms: This quotation is subject to credit approval and applicable sales taxes. Acceptance of this quotation must be made within 30 days or it will be void. When orders are placed for this project it constitutes acceptance of the prices, terms and conditions of this quotation.

Payment terms: Payment in full is due by the 30th day following delivery date. A finance charge of 1.5% per month will be charged on past due balances. NO RETENTION ALLOWED.

All invoices paid by credit card are subject to a 2% convenience fee.

Storm Water Pollution Prevention: Adequate access to be provided by contractor. A designated area shall be provided for washing of mixers where washout drainage is contained on the site. Contractors or owners are responsible for the care and clean up resulting from muddy jobsite conditions including the cleanup of mud or debris tracked onto private or public roadways from mixer tires.

Arizona Materials will not be responsible for any concrete pumping overtime charges.

Subject to cement supply and availability, price increases, and supply of diesel fuel.

All order backs/split loads under 11 yds on one order are subject to Short Load Charges. Concrete Pricing subject to change based on market conditions

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.

Customer Notes:

Please note: Price increase of \$7 for ready mix and \$4 for slurry mixes effective 4-1-24

**CMP TANKS FOR SUCTION PIT
PACIFIC SELECTED AS
LOWEST BIDDER**

SALES QUOTE

SQ2401558

Page: 1



CSP HDPE SRP + Accessories

Sales Quote Date: 3/7/2024
Expiration Date 4/7/2024

Project Name PRICE RD 66IN SEWER

Bid Date 3/7/2024

Contract No.

Customer No. C30207

SalesPerson Mark O'Connor

Quote Contact Mark O'Connor

Ship Via Flatbed

Sold

To: B And F CONTRACTING INC
11011 N 23RD AVE
BENJAMIN ESQUIVEL
Ph: 623-582-1170

Fax: 623-582-3761

Ship

To: B And F CONTRACTING INC
11011 N 23RD AVE
Phoenix

	Description	Quantity	Length	Unit	Unit Price	Total Price
01	120" Alzd CSP 14ga 5x1	2	20LF	Each	4,560.92	9,121.84

Subtotal: 9,121.84
Invoice 0.00
Total Sales Tax: 0.00

Total: 9,121.84

Proposal Accepted By:

Signature (Prepared by)

Signature

Date

3307 W Highway 84
arizona@pcpipe.com

Casa Grande

PCP - Casa Grande

AZ 85193 Ph: 800.822.1770 Fax: 520.426.3988

Buyer hereby acknowledges and agrees that:

(1) Seller's Terms and Conditions of Sale are located at https://pcpipe.com/wp-content/uploads/2019/07/Terms_and_Conditions.html, and are expressly incorporated herein by reference; (2) all of the goods sold pursuant to this Sales Quote are exclusively subject to Seller's Terms and Conditions of Sale, together with any Terms and Conditions of Sale in Buyer's Credit Application and Master Sales Agreement; and (3) Buyer agrees that any and all terms or conditions at variance with, different from or in addition to Seller's Terms and Conditions of Sale do not apply whatsoever to the goods sold pursuant to this Sales Quote or any other sale by Seller to Buyer.

The steel and plastic industries have put their customers on allocation which is limiting the amount of material we are all receiving. These unprecedented limitations can cause extended lead times in our production. So, it is important that you contact your local sales representative for our estimated lead time and finalized pricing prior to submitting your purchase order.

**CMP TANKS FOR SUCTION PIT
CONTECH NOT SELECTED**

Travis Monk

From: Mitchell Begg <Mitchell.Begg@conteches.com>
Sent: Thursday, March 7, 2024 12:58 PM
To: Benjamin Esquivel
Cc: Travis Monk; Kelly Haberly
Subject: RE: [EXTERNAL] 23-3001-00 Price Road 66" Sewer - CMP Tanks Quote
Attachments: Rehab-Bro.pdf

Ben,
See quotation below. Freight is included for a 20' stick. When is this project set to begin?

120" 14-gauge galvanized CMP= \$318.59/LF (qty:20)

All,
Appreciate the time to discuss what Contech could provide for sanitary sewer rehabilitation. I know that this specific project may not be the best fit for a slip line, but Contech does provide a number of products in this area for both Gravity Storm Sewer and Sanitary Sewer pipe. I have attached a general brochure around rehabilitation that includes many of the products used in this application.

Specifically on this project, DuroMaxx (page 6 and 7) was thought to be a potential option for segmental slip lining and has been done before for sanitary sewer. I know for this job the loss of capacity was not an option which ruled out slip lining, but in the future when it is, this is a great product to look at.

In addition, there are other great products in this brochure as well. Would be happy any time to vet out a project you are all looking at.

Thank you for the time,

Mitch Begg
Sales Engineer

Contech Engineered Solutions LLC
12550 W Butler Dr | El Mirage, AZ 85335
Cell: 480-244-5735
mitchell.begg@conteches.com
www.ContechES.com

From: Benjamin Esquivel <benjamin.esquivel@bfcontracting.com>
Sent: Thursday, March 7, 2024 10:09 AM
To: Mitchell Begg <Mitchell.Begg@conteches.com>
Cc: Travis Monk <tmonk@bfcontracting.com>; Kelly Haberly <kelly.haberly@bfcontracting.com>
Subject: RE: [EXTERNAL] 23-3001-00 Price Road 66" Sewer - CMP Tanks Quote

Correction, we need them at 20' length and 120" Diameter.

Thank you,

Quote Number: BQ24-116
Date of Quote: 3/6/2024
Project Name: Price Road 66" Sewer
Jobsite Location: Chandler, Arizona
Owner: City of Chandler
Bid Date: N/A
Type of Job: Commercial
Agent: N/A

Hobas Pipe USA, Inc.
 1413 E. Richey Road
 Houston, Texas 77073
 +1 (800) 856-7473



PIPE PRODUCTS SUPPLY-QUOTE

To assist you in preparing your bid for the above referenced project, we are pleased to offer you the following prices for your consideration:

CIRCULAR PIPE								
QUANTITY	UNIT	SIZE (DN) in	CLASS (PN) psi	STIFFNESS (SN) psi	TYPE OF JOINT	PIPE LENGTH LF	UNIT PRICE USD \$	TOTAL USD \$
100	LF	66"	25 PSI	46 PSI	Coupling*	20'	\$ 475.00	\$ 47,500
3	EA	66"	Freight Per Truck (Houston to Above Jobsite)**				\$ 2,850.00	\$ 8,550
Hobas Package Total: \$								56,050

Alternative								
100	LF	66"	25 PSI	72 PSI	Coupling*	20'	\$ 535.00	\$ 53,500
3	EA	66"	Freight Per Truck (Houston to Above Jobsite)**				\$ 2,850.00	\$ 8,550
	* No Freight Included - See Separate Freight Rates Above							
	** Freight Costs Shown Are Based on Rates at Bid Time, and on Quantities Shown. Buyer Will pay							
	Actual Freight Invoice Amounts. Any Increase or Decrease in the freight is for Account of the Buyer.							
Hobas Package Total: \$								62,050

Remarks:

Additional Information:

- The prices quoted above are firm for acceptance within 30 days of latest quote date. Final prices are valid for 1 year after receipt of Order Confirmation.
- Applicable sales taxes are to be added to the net amount of the quoted prices on transactions which are not exempt. Buyer is responsible for all applicable taxes.
- Terms: Net 30 days from date of invoice, subject to credit approval. Payments to be made via ACH. Payment bonds required on all public jobs. Private jobs without payment bonds will be required to pay 50% upfront with balance due in 30 days or provide a "Standby Letter of Credit".
- Prior to agreeing to a delivery start date and delivery rate, HOBAS requires a signed quotation or acceptable purchase order, receipt of approved submittal, and payment bond information.
- Freight Terms: F.O.B. above referenced Jobsite full freight quantities, with unloading by others (Incoterms 2020).
- HOBAS manufactures its pipe products to the specifications provided by the engineer and/or project owner and warrants them to be in line with such specifications as set forth in the attached General Terms, unless stated herein or any accompanying documentation.
- HOBAS cannot be responsible for and makes no warranties or representations as to the selection of a suitable pipe design for any specific job and/or methods used in installation of the pipe products.
- To optimize shipments, pipe diameters 51" thru 60" ship on steel racks & must ship in multiples of 10 loads over a 10 day time period. Contractor must store & reload racks for return to yard for prices quoted to be valid. If contractor does not wish to do this, alternate, increase freight rates are available.
- The enclosed HOBAS General Terms are hereby incorporated and expressly apply to this quotation.

ACCEPTANCE

For information concerning this quote contact

BUDGETARY QUOTE ONLY

Tom Furie - Area Manager
 Cell Phone 480-797-6464

Quotation Approved by:

General Terms in the next pages

GENERAL TERMS AND CONDITIONS OF SALE (GTCs)

1. DEFINITIONS

The following terms shall have the meaning hereby assigned to them:

- 1.1. "HOBAS" shall mean: Hobas Pipe USA, Inc. which issued a quotation or confirmed an order further to the terms outlined below.
- 1.2. "Buyer" shall mean: Any person, company or any other entity that places an order or a supply contract for Supplies with HOBAS.
- 1.3. "Parties" shall mean: HOBAS and the Buyer.
- 1.4. "Supplies" shall mean: The Products and/or the Services as/and when the context allows.
- 1.5. "Products" shall mean: The items, articles, commodity, goods, merchandise and ware sold by HOBAS.
- 1.6. "Services" shall mean: Any service which may include engineering documents, jointing, training, installation techniques and any other service which is not defined as Products but is inclusive within HOBAS's offer.
- 1.7. "General Terms" shall mean: These General Terms and Conditions of Sale.
- 1.8. "Full Settlement" shall mean: Funds paid by the Buyer for the Supplies when, and only when credited to HOBAS's Bank Account.
- 1.9. "Order Confirmation" A document issued by HOBAS and confirming the terms of the purchase order issued by the Buyer.

2. GENERAL PROVISIONS

- 2.1. These General Terms shall apply worldwide to the provision of Supplies by HOBAS to the Buyer. Any different statement in any document or correspondence shall be irrelevant if not expressly agreed in writing.
- 2.2. By placing an order, the Buyer is deemed to have accepted these General Terms without variance.
- 2.3. These General Terms, as amended from time to time by HOBAS, and accordingly, subject to the terms and conditions then existing, shall apply to all transactions between HOBAS and the Buyer concerning the supply of Supplies by HOBAS.
- 2.4. Any form of general terms and conditions of the Buyer are expressly rejected in their entirety unless otherwise agreed in writing.
- 2.5. The Buyer shall not, without written consent of HOBAS, use any of the Products which is the subject of a purchase order for any purpose except as herein intended, or remove any of the Products from the designated jobsite until the purchase price for all of the Products has been fully paid to HOBAS.

3. OFFER AND ACCEPTANCE, QUOTATION

- 3.1. Acceptance of a quotation issued by HOBAS shall be binding on HOBAS only if made by the Buyer in writing within the validity date specified therein (automatically becoming the Order Confirmation with the date of acceptance by the Buyer). Unless otherwise agreed, any offer or quotation issued by HOBAS shall expire after thirty (30) calendar days.
- 3.2. Orders placed without prior quotations from HOBAS shall not be binding unless accepted by HOBAS and notified to the Buyer in writing. HOBAS is entitled to revoke any quotation, at any time, before issuance of such an Order Confirmation.
- 3.3. The information shown on any quotation is based on the interpretation of HOBAS of the plans and specifications received by the Buyer, however, such quotation is not guaranteed. It will be the sole responsibility of the Buyer to verify the quantities, sizes, and descriptions of the materials actually required for a respective project.
- 3.4. Occasionally, actual construction and/or soil conditions vary from those which were anticipated or described when a project was originally bid, thereby resulting in a change of conditions. When such changes affect the required pipe stiffness, joint configuration, pipe strength, etc., such adjustments may result in a change in the design and pricing of the pipe.
- 3.5. If the Products may be directly exposed to contaminated soils or ground waters, a revised construction and/or a different gasket material may be required to resist attack from some concentrations of some chemicals. The Buyer is requested to timely submit exposure levels for analysis and recommendations for a revised quotation by HOBAS (when required).
- 3.6. No hydro-testing or other tests, other than standard and internal HOBAS quality control tests are included in a quotation, unless specifically mentioned.
- 3.7. No NSF (National Sanitation Foundation) approved interior coating is supplied with the Products.
- 3.8. In the event of errors, omissions or illegibility communicated to HOBAS by the Buyer, upon formal request by HOBAS, the Buyer shall advise such clarification within five (5) working days. HOBAS will not proceed with any actions on the items requiring clarification until advised by the Buyer. Furthermore, HOBAS will not be held responsible for any delays caused by such clarifications.
- 3.9. In case the purchase order is cancelled, terminated, or suspended in whole or in part for whatever reason by the Buyer, HOBAS shall be entitled to charge from the Buyer any costs that incurred to it so far (including frustrated expenses) with regard to such cancelled, terminated or suspended purchase order, OR 30% of the cancelled or terminated purchase order amount, whichever is higher.

4. VARIATIONS OF ORDERS

- 4.1. HOBAS will consider Buyer's requests for variations of its orders for the Supplies, provided HOBAS may accept or reject any variation at its own discretion and no acceptance of a variation shall be binding unless stated in writing by HOBAS. If the variation is not accepted by HOBAS, the original purchase order remains binding.
- 4.2. If HOBAS accepts a variation request of the Buyer, the delivery times are adjusted accordingly.

5. PRICES AND TERMS OF PAYMENT

- 5.1. Unless otherwise agreed, the prices are ex-works (Incoterms 2020), in US Dollar, exclusive of state or local sales or use taxes or any other such taxes and duties (esp. exclusive of packaging, freight, postage, insurance and other shipping costs). On projects in Texas (USA) all

the sales invoice on transactions which are not exempt. On projects outside of Texas the Buyer will be responsible for all applicable taxes.

- 5.2. Standard length pipe will be invoiced at the established unit price per foot. Random length pipe, pipe with outlets, bevels, and other special pipes will be invoiced according to unit price per each plus unit price per foot of laying length. All fittings will be invoiced according to unit price only. Taps and Services will be invoiced according to quoted price by HOBAS.

- 5.3. Included in the quoted price is one coupling for each pipe unless otherwise noted on quote. If required, additional couplings will be for the Buyer's account. Bolts, nuts and gaskets for flanged connections will not be furnished. Not included in the quoted prices are (i) bolts, nuts, gaskets and follower rings for mechanical joint connections and (ii) any valves, meters, couplings pipe or fittings, other than those listed in the quotation issued by HOBAS.

- 5.4. The quotation issued by HOBAS covers only the pipe, fittings, appurtenances and other articles which are specifically listed and quoted in the body of the quotation. Not duties, taxes, field service, end caps or plugs, joint testing equipment, or other incidental appurtenances are included unless specified in the quotation.

- 5.5. The prices shown on the quotation are based upon receiving an order for all of the Supplies that are quoted, unless otherwise agreed to, in writing, by HOBAS.

- 5.6. Unforeseeable increases in the costs of raw materials, energy and wages or increase in government taxes after the Order Confirmation has been issued shall entitle HOBAS to adjust its prices as appropriate. Further, in the event that local or governmental legislation would change after Order Confirmation, HOBAS shall be fully compensated for any expenses relating to such change.

- 5.7. The payment of all amounts due from the Buyer to HOBAS shall be paid in full on or

- 5.8. All payment is to be made from the Buyer to HOBAS at Hobas Pipe USA, Inc., 1413 Richey Road, Houston, Texas 77073, by electronic transfer to a bank account specified by HOBAS.

- 5.9. In the event that the Buyer fails to pay, in part or whole, when due any amount which he is obliged to pay or if at any time the financial responsibility of the Buyer becomes impaired or unsatisfactory to HPUSA, such event shall constitute Buyer's default with respect to payment. If a Buyer's payment default shall occur, then HOBAS - amongst others - shall be entitled to

- a) suspend the fulfillment of its own performance and demand a corresponding extension of the delivery period;

- b) invoice all unsettled amounts derived from the order at hand or other orders concluded with the Buyer. These amounts shall become immediately due and payable;

- c) charge default payment interest in the amount of 1% per month (equivalent to an annual percentage rate of 12% per annum) for an entire past due balance by Buyer. Interest shall begin to accrue thirty (30) calendar days from date of invoice. Furthermore, the right to charge the incurred costs due to the delay (including costs of the debt collection and reasonable attorney's fees) remains unaffected;

- d) require C.O.D. payment, cashier's check, or any other form of payment satisfactory to HPUSA on any further shipments to Buyer;

- e) cancel the unfilled portion of the purchase order until receipt of full payment of any outstanding amounts and compensation of losses and damages suffered by HOBAS in connection with such default.

- 5.10. In any circumstances, HOBAS reserves the right to request information from the Buyer regarding the establishment of credit, to require payment of a cash deposit prior to commencement of manufacturing, to require the Buyer to provide an irrevocable and confirmed Letter Of Credit issued by a major bank acceptable to HOBAS or other

- 5.11. In the event any dispute arises with respect to delivered Products or Services, the Buyer shall make payment of all undisputed amounts in accordance with the above.

- 5.12. In the event that the dispute, or any part thereof, is resolved in HOBAS's favor, the Buyer shall pay interest on the withheld payment due to HOBAS as specified above to compensate HOBAS for delay in receiving the payment.

- 5.13. Buyer is neither entitled to withhold payments nor offset any amount for whatever reason.

6. DELIVERY, FREIGHT AND ACCEPTANCE OF THE PRODUCTS

- 6.1. The quoted delivery is based upon using HOBAS's normal and customary equipment and personnel. In the event this procedure conflicts with any existing situation at or near the desired terminus of delivery, the Buyer shall receive and become responsible for the pipe and fittings at a delivery location acceptable to HOBAS's normal business procedure.

- 6.2. Delivery is based upon mutually agreed to schedule.

- 6.3. HOBAS must receive shipping instructions not less than forty-eight (48) hours before shipments are to be commenced. Failure of the Buyer to send such shipping instructions shall not in any way relieve the Buyer from liability under a purchase order.

- 6.4. Freight charges quoted are only estimates based on information received from the carrier. Final freight charges are subject to adjustment by the freight carrier due to market conditions and a variety of other reasons. Nonetheless, all final freight costs are the responsibility of the Buyer, and the Buyer will be billed and agrees to pay for final freight, shipping, and any other associated charges in excess of the initial amount quoted.

- 6.5. The Buyer acknowledges that the Products are made-to-order and that it will be the responsibility of the Buyer to accept delivery of the Products as manufactured, and unload at designated jobsite or storage site. The Products shall be handled and stored in accordance with HOBAS's recommendations.

- 6.6. If the unloading of trucks is delayed beyond two (2) hours by the Buyer or his installation contractor, detention time will be charged to the Buyer at the current established rate per hour. If trucks cannot be unloaded as planned, due to no fault of HOBAS, and must return to HOBAS plant, or any other location at the direction of HOBAS, hauling charges to and from the alternate point of delivery, at the prevailing rate will be

6.7. If applicable. These charges will be invoiced during the month in which the costs are incurred and payment is due as if delivery had been made.

6.8. Unless otherwise stated in the quotation issued by HOBAS, unit prices and/or lump sums quoted herein are based upon full load shipments.

6.9. The Buyer will provide access and suitable right-of-way for deliveries to be made. If the Buyer cannot receive shipments as scheduled,

(i) The Buyer must notify HOBAS at least four (4) weeks prior to scheduled start of delivery, and upon mutual agreement, production and delivery will be rescheduled.

(ii) If the Buyer delays delivery more than thirty calendar (30) days beyond the scheduled delivery date, at HOBAS's option all delayed Products will be invoiced at 100% and payment is due per the original delivery schedule.

6.10. HOBAS shall not be responsible for a delay in availability of the Supplies and/or delivery if the delay is attributable to HOBAS not being supplied properly by HOBAS's supplier and HOBAS can prove that they have exercised the care of a prudent business to ensure that HOBAS would be able to supply properly and on time.

7. TRANSFER OF RISK

7.1. The risk concerning the Products shall pass over to the Buyer with deployment of the Products by HOBAS ex-works (Incoterms 2020) or with delivery of the Products by HOBAS at the designated jobsite, if so quoted.

7.2. If delays of dispatch are attributable to the Buyer, the risk is already transferred with the notification of readiness for dispatch.

7.3. If the Products are not picked up by the Buyer at the agreed delivery date(s) for whatever reason not directly attributable to HOBAS, the risk concerning the Products shall pass to the Buyer at the time of the agreed delivery date(s).

8. RESERVATION OF TITLE

8.1. HOBAS reserves title to the Products until Full Settlement of all unsettled payments and claims. The Buyer agrees to keep the Products separate from the goods of other suppliers so that it is possible at all times to attribute title to HOBAS.

8.2. The Buyer is entitled to resell the Products in the course of normal business. However,

9. DESIGN AND DRAWINGS, INDUSTRIAL PROPERTY RIGHTS

9.1. All drawings, technical information, calculations etc. furnished by HOBAS to the Buyer shall remain the property of HOBAS. The design and construction of the pipeline with respect to line and grade, location of fittings, blockings internal and external forces and other design considerations are not the responsibility of HOBAS. Design and engineering services offered by HOBAS are provided in good faith and HOBAS assumes no liability for the content or accuracy of any submitted plans or drawings, which shall at all times be subject to the Buyer's confirmation.

9.2. HOBAS remains the owner of any intellectual property rights relating to the Products and Buyer does not obtain any title in respect of the aforementioned intellectual property rights.

9.3. Drawings, technical documents or other technical information provided by HOBAS shall not, without the prior written authorization of HOBAS, be used for any other purpose than installation, commissioning, operation or maintenance of the Products and shall not - without the prior written authorization of HOBAS - be otherwise used, copied, reproduced, transmitted or communicated to a third party.

9.4. The Buyer shall indemnify and hold HOBAS fully harmless in case of any violation of this Section 9. or HOBAS's protected intellectual or property rights.

10. WARRANTY

10.1. The Products are warranted as follows:

(i) To be manufactured in accordance with the applicable plans and specifications, except that it will be the responsibility of the Buyer to ascertain the exact quantities, sizes, and descriptions of the materials required. Reference is made to Section 9.1;

(ii) Warranted for the earlier of a.) one (1) year from date of owner acceptance; OR b.) 18 months from delivery, to be free from defects caused by defective material or workmanship used in its manufacture.

10.2. Buyer's warranty rights are conditional upon the Buyer having fulfilled his obligations to inspect the Products and notify complaints properly. Notification of defects must be submitted in writing without delay, at the latest two (2) weeks after receipt of the Products.

10.3. A defect affecting part of a delivery shall not entitle the Buyer to lodge a complaint about the entire delivery.

10.4. A complaint about transit damage is to be notified directly to the freight forwarder in writing. The facts and circumstances are to be recorded by the Buyer in writing in a factual assessment of damages.

10.5. After receiving Buyer's written notice of a claim hereunder, HOBAS shall investigate the claim and without undue delay, in its sole discretion, repair or replace on-site or provide a replacement item for any defective Product. HOBAS shall accomplish the aforesaid at no additional cost to the Buyer, provided that the defects or damages are not due to the negligence, misuse, mishandling or misapplication of Products by the Buyer, its employees, contractors, or agents.

10.6. Unauthorized rework or improper treatment will result in the loss of all warranty claims. Only in order to avoid disproportionately large damages the Buyer is entitled to repair after prior notification to HOBAS and to demand compensation for the appropriate costs. Mixing components from other suppliers will render the warranty void. The warranty shall be limited to the repair or replacement of defective Products and Buyer will not be entitled to any other remedy or compensation.

11. LIMITATION OF LIABILITY

11.1. Notwithstanding anything to the contrary contained in an order or any correspondence, in no event shall HOBAS be liable to the Buyer for any claims for labor incident to any defective material or workmanship or non-conformity with project specifications, or for any special, indirect, incidental or consequential damages, whether or not the possibility of such

warranty or tort. HOBAS shall not be liable for any damages suffered by the Buyer due to delay of delivery of Products purchased by the Buyer.

11.2. HOBAS shall only be liable for damages if its intent or gross negligence can be documented in accordance with the statutory provisions and in such case HOBAS shall be liable up to the maximum amount of the respective purchase order giving rise to the claim.

11.3. No action, regardless of form, arising out of any alleged breach of contract or obligations may be brought by either party more than one (1) year after the cause of action has occurred.

11.4. A party suffering loss or damages shall take all reasonable measures to limit such loss or damages.

11.5. THE WARRANTY OUTLINED IN SECTION 10. IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DENIED. TO THE FULL EXTENT ALLOWED BY LAW, HOBAS DISCLAIMS ANY WARRANTY TO ANY PERSONS OR ENTITIES OTHER THAN THE BUYER.

12. FORCE MAJEURE

12.1. A Force Majeure event means an event or circumstance beyond the reasonable control or anticipation of HPUSA and which prevents HPUSA from performing its obligations hereunder.

12.2. The Parties shall not be liable for the breach of any obligation established hereunder, where and to the extent that the breach is due to causes beyond their control, including, without limitation, to flood, drought, earthquake, storm, fire, lightning, epidemic and pandemic, war, riot, civil disturbance or disobedience, material shortage, curfew, or restraint by court order or public authority.

12.3. In the case of a Force Majeure event, the performance of Supplies by HOBAS shall be suspended for the duration of the Force Majeure and the agreed delivery dates shall be extended accordingly.

12.4. If the Force Majeure events lasts longer than forty (40) working days, the Parties shall have the right to cancel any purchase order affected by the Force Majeure, whereby HOBAS shall be entitled to charge from the Buyer any costs incurred to it so far (including frustrated expenses) to the extent that such costs are not the responsibility of the Buyer.

13. WAIVER

The failure of HOBAS to enforce or to exercise, at any time or for any period of time any right or remedy arising pursuant to or under the General Terms or the purchase order does not constitute, and shall not be construed as, a waiver of such term or right or remedy and shall in no way affect HOBAS's right to enforce or exercise it later. Any waiver to this effect must be made in writing.

14. CONFIDENTIALITY AND DATA PROTECTION

14.1. The exchange of confidential information shall require the prior written approval of the respective other Party for being disclosed to a third party.

14.2. The Parties and their servants are obliged to maintain secrecy regarding all technical, personnel, business, financial and other matters of each other that is essential for a Party and not known by the public. This obligation shall continue to exist even after the end of the cooperation.

14.3. No announcement or public statement concerning the existence, subject matter or any term of their cooperation will be made by or on behalf of any Party without the prior written consent of the other Party.

14.4. HOBAS may request to visit the jobsite premises with potential clients for the purpose of exhibiting and demonstrating the use of the Products in an actual construction setting, after making the appropriate arrangements with the Buyer.

15. COMPLIANCE WITH LAWS

Each Party will comply in all material respects with all laws and regulations applicable to its activities under this General Terms. The Parties furthermore undertake to abstain from any illegal and unfair business practices. Each Party hereby warrants and guarantee to refrain from any actions that have a negative impact on the reputation or business of the other Party and to abstain from any actions that create a conflict of interest or that have an ethical flaw.

16. SERVERABILITY

16.1. If a provision of these General Terms is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the General Terms shall not be affected thereby.

16.2. Invalid provisions shall be replaced by common sense with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the General Terms, should the matter have been considered in advance.

16.3. Any changes of or amendments to this General Terms - including this provision - must be in writing to become effective.

17. JURISDICTION AND APPLICABLE LAW

17.1. These General Terms shall be deemed to have been made in Harris County, Texas regardless of the order in which the signature of the Parties shall be affixed hereto, and shall be interpreted, and the rights and liabilities of the Parties shall be determined, in accordance with the laws of the State of Texas (USA), excluding all conflict of law provisions requiring application of laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these General Terms.

17.2. It is agreed by HOBAS and the Buyer that if any controversy or claim arises out of or relates to these General Terms and the purchase order or any alleged breach thereof, exclusive jurisdiction and venue shall be in the appropriate State or Federal Court having subject matter sitting within Harris County, Texas (USA), and the Buyer and HOBAS hereby irrevocably agree to submit to the jurisdiction of such court.

17.3. Buyer's claims, rights and obligations against HOBAS cannot be assigned without prior approval of HOBAS.

**MAG SPEC ABC
DRM SELECTED AS LOWEST BIDDER**



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: March 8, 2024

Expiration Date: **May 31, 2024**

Quote # : 21562

MAP/GRID

Customer: **B & F CONTRACTING INC**

Customer Code: BFCO001

Address: 11011 N 23RD AVE
PHOENIX, AZ 85029

Contact: BENJAMIN ESQUIVEL

Phone: 623-582-1170

Fax:

Project: **PRICE ROAD 66" SEWER #23-3001-00**

Job Address: PRICE ROAD & QUEEN CREEK ROAD

Terms Description: **2% 10TH NET 30**

Item Code	Item Description	Est. Qty	Price
S500000	ABC SLURRY (NO SACK)	2900 Yards	\$101.00
S500501	PHCLSM.5 (1/2 SACK SLURRY COP)	2900 Yards	\$105.00
SRP104	1/2 SACK MAG CLSM (SRP MIX IF NEEDED)	Per Yard	\$105.00
S501001	PHCLSM1(1 SACK SLURRY)	2900 Yards	\$109.00
SRP105	1 SACK MAG CLSM (SRP MIX IF NEEDED)	Per Yard	\$109.00
A202001	MAG C 2000 PSI W/ASH	25 Yards	\$142.00
A202501	MAG B 2500 PSI W/ASH	50 Yards	\$146.00
A203001	MAG A 3000 PSI W/ASH	25 Yards	\$150.00
A204001	MAG AA 4000 PSI W/ASH	50 Yards	\$158.00
TC	TEMPERATURE CONTROL	Per Yard	\$1.00
AG010003 DELIVERED	MAG SPEC ABC (NON-LIME)	6800 Tons	\$19.25

Additional Fees

Fee ID *	UOM	Price
E01	Per Yard	\$3.25
FSC	Per Load	\$TBD

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 accept 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 aggregate sales 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
- All Aggregates and Concrete deliveries include a per load fuel surcharge.

**Assume \$35 dollars
per load**

* E – Environmental | S – Saturday Fee | F – Fuel Surcharge

GENERAL INFORMATION

Date	4/11/2024 12:16 PM		
Account:	B&F CONTRACTING INC		
Account number:	3029758	Account Manager:	Jared K Matkin
Contact:	TRAVIS MONK	E-mail:	jared.matkin@cemex.com
E-mail:	TMONK@BFCONTRACTING.COM	Phone Number:	+16024162677
Phone:	6235821170	Customer Service:	602-416-2658
Project:	D-CHANDLER CMAR PRICE RD 66"		
Project Address:		Quote Expiration:	5/11/2024
		Price Valid	From 4/11/2024 To 9/30/2024

MATERIAL PRICING

Material Number	Description	Plant	Quantity	UoM	Delivered Price	Truck Type	Notes
1307799	SPEC BASE COARSE	8985 - Trad - Sacaton	6,800.00	TON	\$21.50	16 WHEELER	

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	0.00	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.

CEMEX Con Mat South,LLC

Quoted By:

Jared K Matkin

B&F CONTRACTING INC

Accepted By:

TRAVIS MONK

Standard Terms and Condition

1. These Standard Terms and Conditions of CEMEX Con Mat South, LLC and its affiliates ("Seller"), Buyer's Credit Application, and Seller's Quotation, if any, (collectively, "Agreement") govern any and all purchases made by Buyer from Seller and are incorporated herein by reference. This Agreement, and any other documents prepared by Seller for Buyer in connection with Buyer's purchase of materials contain the entire understanding between the parties concerning the subject matter hereof, and there are no other agreements or understandings except as set forth herein. Any different or additional terms or conditions contained in any writing or instrument of Buyer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, this Agreement.
2. Technical Assistance. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice by Seller is for Buyer's guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.
3. Prices and Price Increases. Prices for the materials are (i) subject to material availability at the time of delivery; (ii) shall remain firm until the date set forth on the Seller's Quotation, if any, or if no such date is given, for a period of thirty (30) days after the date the order was accepted by Seller, the price was quoted by Seller or such shorter period as set forth in the Seller's quote; thereafter prices are subject to change by Seller; and (iii) do not include Saturday, Sunday holiday, off-hour or overtime shipments, all of which are subject to additional charges. Prices are applicable only to the job quoted or orders accepted by Seller and are available only to the specific Buyer referred to therein, are for a standard mix design, if applicable, and are only for the quantities requested by Buyer at the time the prices were quoted. Seller reserves the right to (i) increase prices on any quote or accepted orders without notice to reflect any raw material cost increases or surcharges incurred by Seller and (ii) defer or cancel any quote or accepted orders in the event Seller becomes delayed or prevented from performing due to shortages or allocation of raw materials. In the event of a delay or cancellation resulting from shortages or allocations of raw materials, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or cancellation.
4. Surcharges and Fees. Prices quoted may not include additional charges Buyer may be responsible for. Such additional charges include, but are not limited to, charges for additives, accelerators, winterizers/summerset, water (hot or chilled), ice and stand-by, waiting time and delivery charges due to loads in amounts less than a full truckload. Such prices shall be charged at the rate of Seller's then-current price list for additional charges, which is incorporated into these Terms and Conditions by reference as if fully set forth herein and which is available to Buyer upon request. Buyer acknowledges that surcharges and fees are to recoup Seller's costs and achieve a return on investment.
5. Tests. Seller reserves the right to levy an additional charge on Buyer for any nonstandard tests that Buyer may require to be performed on the materials sold to Buyer. Failure of Buyer to witness any tests shall be deemed a waiver by Buyer of its right to do so and of any right to require repetition of such tests, and Buyer shall be deemed to have accepted any such test results as sufficient to meet its specifications.
6. Payment and Interest. Buyer shall make all payments due hereunder in accordance with the terms of this Agreement and as stated on Seller's invoices or other notices of terms, without any right of setoff or retention and without regard to any agreement Buyer may have with other parties. If Buyer fails to pay in full the invoice amount when due, Buyer agrees to pay interest on the unpaid balance from the date when due until paid in full at the rate selected by Seller, not to exceed the lesser of 18% per annum or the highest lawful rate, specifically including post judgment. Buyer agrees to pay any and all costs and expenses incurred by Seller in collecting from Buyer any past due amounts, including but not limited to reasonable attorney fees, court costs and collection agency fees. Seller may suspend pending deliveries during any period when Buyer has overdue balances or evidence of a changed financial condition.
7. Liens. Buyer agrees to timely provide in writing to Seller information regarding bonding companies, general contractors or owners for the purpose of filing preliminary notices and claims on payment bonds or mechanic's and material supplier's liens.
8. Delivery. Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or frontage of the address for delivery. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets. In absence of a specific delivery date on the Quotation, Seller will commence delivery of the materials on a date and at a rate mutually agreed upon by both Seller and Buyer.
9. Default. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may at its option and without notice: (i) declare the entire unpaid balance owed by Buyer due and payable; (ii) postpone further deliveries until such default is remedied; (iii) terminate any and all obligations under any contract; and (iv) refuse further performance without any liability to Buyer.
10. Limited Warranty and Liability Disclaimer. Seller warrants that the materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Quotation, if any, and shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery thereof. No other express warranties are made with respect to said materials. Acceptance by Buyer of the materials shall constitute confirmation by Buyer that the materials meet the description and specifications, if any, set forth in such applicable Quotation. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications or naturally occurring substances. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the materials failing to comply, to repair or to provide Buyer with conforming replacements for any nonconforming materials. Seller shall not be responsible for any removal or installation costs. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY.** Buyer agrees that in specific consideration for receiving this warranty, it will indemnify and hold harmless Seller from any and all damages in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Seller. This Agreement may not be modified or amended except by a writing signed by both parties.
11. Delays. If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure.
12. Claims. Buyer agrees that all claims against Seller are waived unless presented to Seller in writing within one week from the date of delivery of the materials. Seller shall have thirty days from receipt to inspect and correct a defect if such claim is allowed. Buyer further agrees that in the event that Buyer disagrees with Seller's decision about whether to allow the claim that the Buyer's remedy is to formally adjudicate the claim, but the Buyer further agrees that Seller's invoices for all materials supplied shall be paid in the interim. No claim shall be allowed after the materials purchased hereunder are incorporated, modified or processed by Buyer in any manner. **SELLER'S LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE SHALL NOT EXCEED THE PRICE OF THE MATERIALS ACTUALLY RECEIVED FROM BUYER BY SELLER WITH REGARD TO WHICH SUCH CLAIM FOR LOSS OR DAMAGE IS MADE.**
13. Waiver. Seller may, at its option, permit Buyer to remedy any default under this Agreement without waiving the default so remedied or any other default by Buyer. Buyer waives notice of default of this Agreement and waives presentment, demand, protest, and notice of dishonor as to any instrument issued or delivered to Seller.
14. Venue. This Agreement will be governed by the applicable state and federal laws without giving effect to conflict of laws principles. The Buyer agrees that any legal actions and proceedings brought for the breach or the enforcement of this Agreement will lie in the state and county in this state of delivery. Buyer consents and submits to the jurisdiction and venue of any state, county or federal court located within that county. As a material inducement to Seller to enter into this Agreement, Buyer waives the right to trial by jury in any proceeding arising out of or related to this Agreement.
15. Notice. Any notice sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to the 10100 Katy Freeway, Suite 300, Houston, TX 77043, Attn: CEMEX Customer Care.
16. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.
17. Offset and/or Setoff. Seller may exercise the right of set-off under this Agreement as to any sums owed by Buyer and/or its affiliates under any other contract or agreement with Seller and/or its affiliates.
18. Remedies Cumulative. The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement are to be in addition to, and not a limitation of rights and remedies at law or in equity.
19. Miscellaneous. Time is of the essence. Buyer consents to Seller sending information to Buyer regarding Seller's products and prices at any time by fax to any fax number provided by Buyer, other electronic means or otherwise. A facsimile copy or electronic transmission will be treated as an original. Buyer shall not assign the Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.
20. Authorization for Credit Review. Buyer consents to Seller's use of a non-business consumer credit report on the Buyer in order to further evaluate the credit worthiness of the Buyer in connection with the extension of business credit as contemplated hereby. Buyer authorizes Seller to utilize a consumer credit report from time to time in connection with the extension or continuation of business credit. Buyer hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @ 1681 et seq.
21. Representations. Buyer represents to Seller that it is solvent and that any financial information provided reflects the present financial condition of the Buyer. If Buyer is not a corporation or limited liability entity, Buyer acknowledges that Seller is relying on the credit worthiness and financial ability of the owner(s) of Buyer. Each owner shall be joint and severally liable for all indebtedness of Buyer to Seller under the Agreement. Buyer warrants that all information supplied to Seller is accurate and complete. Each representation and the information contained in a Credit Application, if any, is material and given to induce Seller to provide credit. Buyer will notify Seller by certified mail, within forty-eight (48) hours after any material change in Buyer's financial or ownership status.

**MAG SPEC ABC
NOT SELECTED**

Quotation



Attn: Travis Monk

Quote Name: PRICE RD 66" SEWER 23-3001-00 / PRICE RD
Quote #: 604552

B & F GENERAL CONTRACTING
11011 N 23RD AVE
PHOENIX, AZ 85029
Acct#: 213518

PRICE RD & W QUEEN CREEK RD / CHANDLER
AZ049920
CHANDLER, AZ 85286

Date:	Monday, April 15, 2024	Sales Rep :	Kristin Gigis
Quote Created:	Friday, March 8, 2024		2526 E University Drive
Effective From:	Monday, April 15, 2024	Phone:	PHOENIX, AZ 85034
Quote Expiration:	Wednesday, May 15, 2024	Fax :	(480) 208-1056
Price Expiration:	Tuesday, April 30, 2024	Email:	gigisk@vmcmail.com

Special Instructions:

PLANT PREMIUMS

Prices quoted are for regular business hours: Monday - Friday, 6 AM to 5 PM. Plant premiums will apply for nightwork and/or weekends. Overtime will be subject to a charge of \$350.00 per hour.

TRUCKING ADDITIONAL FEES

Trucking is based on availability. The delivered price is based on 23.50 tons (full load); a short load fee will apply if under 23.50 tons. Truck stand-by will be charged on-site after the first 20 minutes at the rate of \$100 per hour or \$1.67 per minute. All night work will be subject to an 8-hour minimum hourly haul charge and subject to additional charges pending the hauler charging an additional 8 hrs due to days' worth of work that is lost. Any cancellation of night work needs to be done 24 hours ahead of schedule. All weekend work will be subject to a 4-hour minimum hourly haul charge. Vulcan Materials will not be held responsible for schedule impacts due to trucking shortages.

Vulcan Material plants are commercial asphalt sources that provide a wide range of mixes to multiple customers on a production day. Every effort is made to ensure production quantities and times for each customer are met. Vulcan will not be responsible for project or trucking impacts due to the availability to all of our customers. Due to current aggregate demand, the quote is also subject to product or material availability. Production is scheduled based on a first-come, first-served basis as available.

The quote is subject to product or material availability due to current aggregate demand.

Plant	Product Name	Product #	Qty	U/M	FOB Plant	Haul Rate	Delivered
LITCHFIELD RESALE	MAG SPEC ABC P105	1627P105	300	Tons	\$14.50	8.65	\$23.15
		Truck Type	STD FRT RATE				

ASPHALT

Plant	Product Name	Product #	Qty	U/M	FOB Plant	Haul Rate	Delivered
GOMEZ HMA	3/8 COLD	456800	300	Tons	\$138.00	13.75	\$151.75
		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.

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.**



City Council Memorandum Development Services Memo No. 24-025

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
 Andy Bass, Deputy City Manager & Acting Development Services Director
From: Darsy Omer, Associate Planner
Subject: ANX23-0003 Annexation - South of the Southeast Corner of Arizona Avenue and Germann Road
Request: Annexation Public Hearing, approximately 13.57 acres located at the southeast corner of Arizona Avenue and Germann Road
Location: South of the Southeast Corner of Arizona Ave and Germann Rd
Applicant: Matt Krison, Balmer Architectural Group

Background Data:

- Located south of the southeast corner of Arizona Ave and Germann Rd
- Zoned Planned Industrial Zoning District (IND-1) and Light Industrial Zoning District (IND-2) within Maricopa County
- Approximately 13.57 acres
- Upon annexation, the initial City Zoning will be Planned Industrial District (I-1)
- An administrative design review for three industrial buildings has been reviewed and approved (attached). The proposed project combines the area within this annexation request with adjacent parcels already within the Chandler city limits.

Surrounding Land Use Data:

North	IND-2 and C-2 uses (unincorporated Maricopa County)	South	PAD for industrial uses
East	Railroad	West	Arizona Ave, then RU-43 (unincorporated Maricopa County)

General Plan and Area Plan Designations:

General Plan	Employment
Airpark Area Plan	Innovation and Industrial

Utility Service:

There are public water and sewer facilities in the vicinity of the above-referenced project. The City of Chandler will provide water, wastewater, and reclaimed services to the subject property.

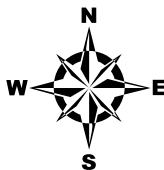
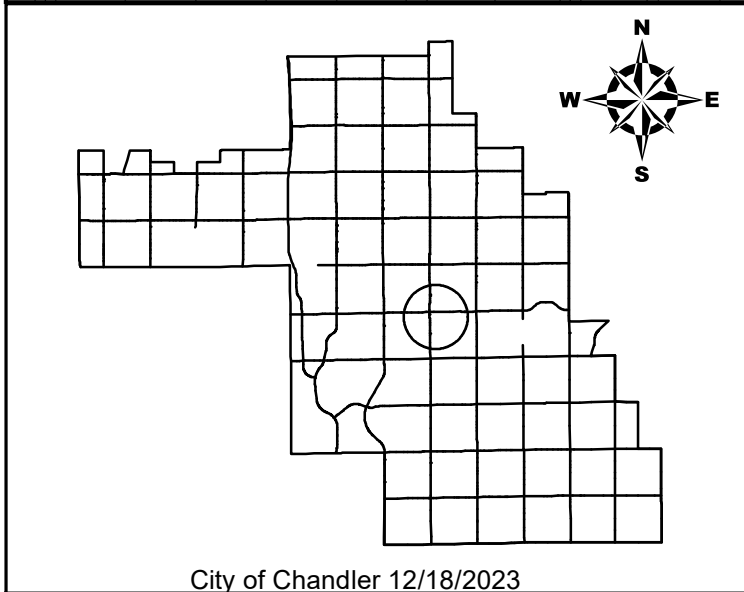
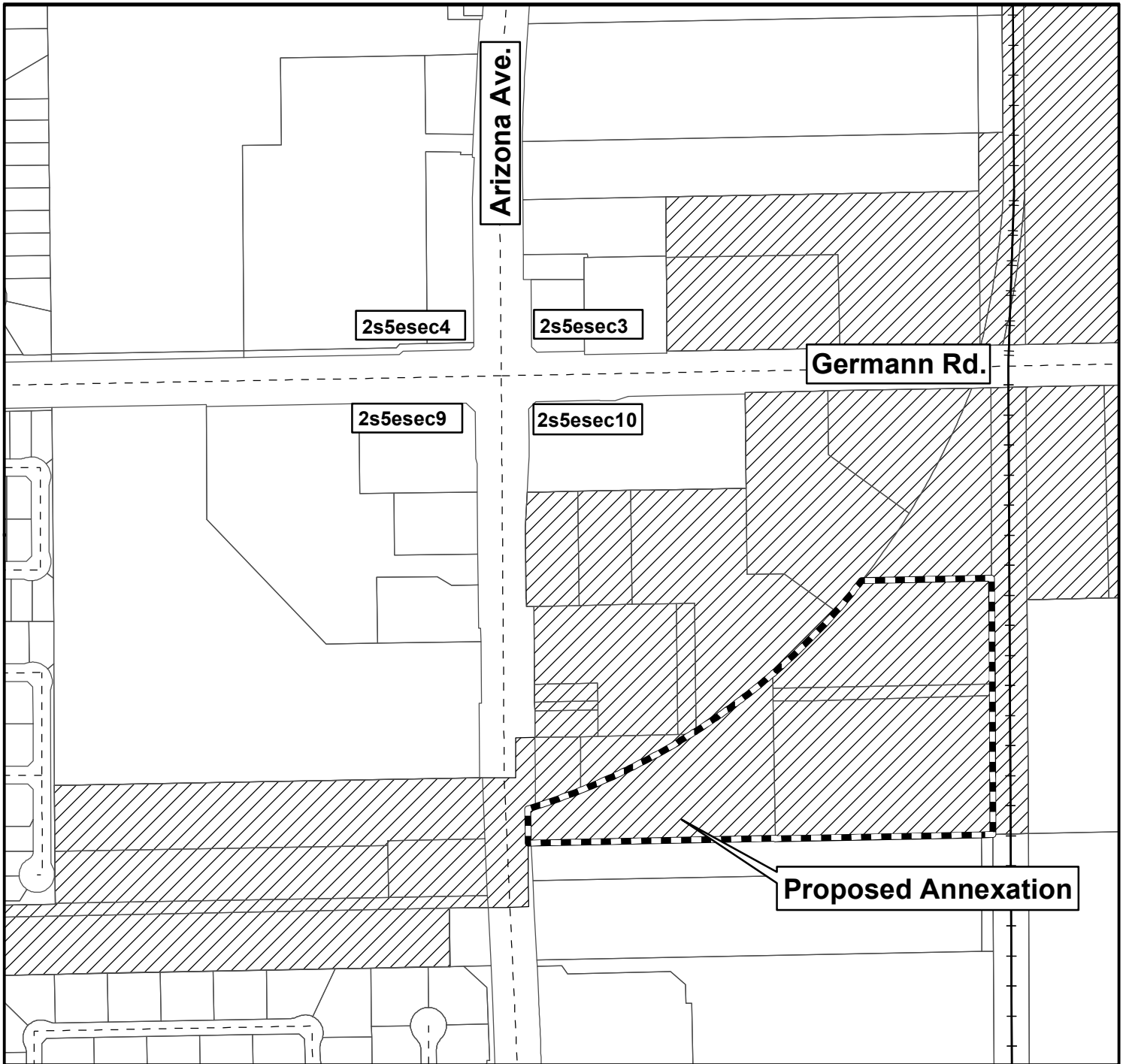
Staff Comments

Staff circulated this request among City departments and received no negative comments relative to the property's annexation.

Attachments

Vicinity Maps

Approved Design



Annexation Map



Proposed Annexation

South of the Southeast Corner of
Arizona Avenue and Germann Road



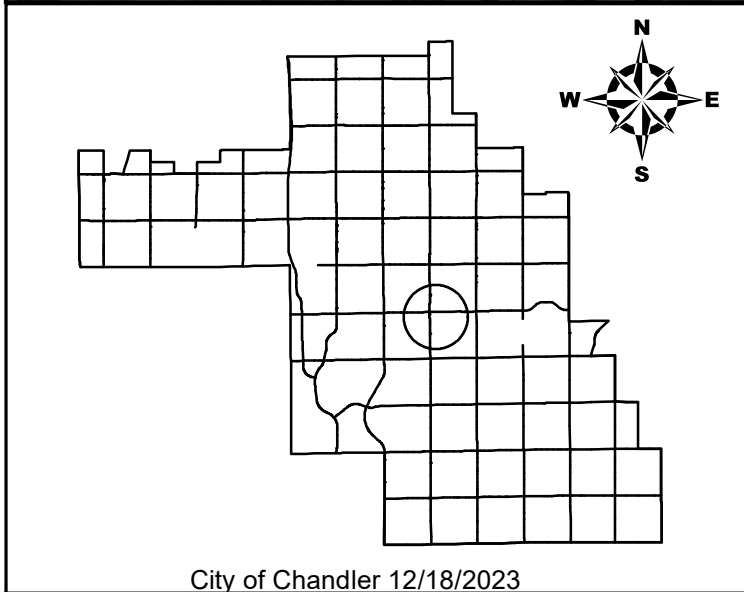
Incorporated Area



Unincorporated Area

0 90 180 360 540 720
Feet

Exhibit A



City of Chandler 12/18/2023

Annexation Map



Proposed Annexation

South of the Southeast Corner of
Arizona Avenue and Germann Road



Incorporated Area



Unincorporated Area

0 90 180 360 540 720
Feet

Exhibit A



April 8, 2024

RE: PLA24-0057 Chandler Innovation Center
South of the SEC of Arizona Avenue & Germann Road
APN's: 303-33-007M / 303-33-013M / 303-33-013N
303-33-13P / 303-33-013Q / 303-33-013R
303-33-987 / 303-33-988

Matt Krison:

The Administrative Design Review application identified above for (3) three new industrial buildings is approved subject to the following conditions:

1. The development shall be in substantial conformance with the exhibits attached herein.
2. Any signage shall be processed under a separate permit.
3. Annexation must be processed prior to any Building or Civil permits being issued.

NOTE:

THIS ADMINISTRATIVE DESIGN REVIEW APPROVAL COVERS THE CONCEPTUAL ARCHITECTURAL BUILDING DESIGN AND CONCEPTUAL SITE LAYOUT FOR THIS PROJECT ONLY.

SUBMITTAL OF DEVELOPMENT PLANS FOR TECHNICAL PLAN REVIEW AND PERMITTING WILL RESULT IN ADDITIONAL PLAN REVIEW COMMENTS FROM; BUILDING SAFETY, CIVIL ENGINEERING AND SITE DEVELOPMENT THAT ARE BEYOND THE SCOPE OF THE ADMINISTRATIVE DESIGN REVIEW PROCESS.

A copy of the approved conceptual exhibits will be kept on file for future reference.

If you have additional questions or concerns, do not hesitate to ask.

Sincerely,

Benjamin Cereceres, City Planner
City of Chandler Planning Division
Phone: (480) 782-3063
Email: Benjamin.cereceres@chandleraz.gov

Mailing Address

Mail Stop 105
PO Box 4008
Chandler, AZ 85244-4008

Development Services Department

Planning Division
Telephone (480) -782-3050
www.chandleraz.gov

Location

215 E. Buffalo Street
Chandler, Arizona 85225

CHANDLER INNOVATION ADR SUBMITTAL

BALMER ARCHITECTURAL GROUP



JANUARY 9TH, 2024



1-9-2024

CHANDLER INNOVATION CENTER

A. Introduction

i. Request

Chandler Innovation Center is located on the east side of Arizona Avenue between Germann and Ryan. The land is currently partly on a County Island and partly on Industrial zoned land in the City of Chandler. An Annexation request is simultaneously being submitted with this Application and I-1 zoning within the Airport Overlay District will be requested.

Applicant is requesting a hard zoning of the subject property to I-1 zoning and intends to meet the Chandler Zoning standards to develop 3 Flex, Once Story Speculative Buildings on the vacant lots.

ii. Site Context

The site is an irregular shaped property bounded on the north by an abandoned rail spur curve, small industrial buildings and vacant land. The vacant land to the south is currently in process of site development approvals for a similar use. Arizona Ave is on the west border and a rail track on the east.

iii. Chandler Airpark Overlay Area Plan

This site is an Industrial zoned county Island which lies in the southwestern portion of the Chandler Airpark Overlay Area Plan and is designated as a Commercial / Office / Business Park zone as referenced on the Final Land Use Plan.

The request is consistent with the Chandler Airpark Overlay Area Plan in that it proposes a Innovation based mix of business, light industrial, warehousing, back office and limited showroom retail uses, which will serve as a transition area between the adjacent land uses.

The development may serve the needs of a single user for each building on the site, or multi-tenant users in one or all building(s), or any combination thereof. All scenarios address the need to be flexible based on market conditions and support employment opportunities that are consistent with the City's plan for the airpark area.

B. Proposed Land Uses

All uses permitted under the I-1 District on the “Table of Permitted Uses for Nonresidential Districts” in chapter 35 of the City of Chandler Code of Ordinances, which are designated by an “X” are allowed within the Development.

The applicant is requesting a hard zoning of (I-1) and intends to meet the Chandler Airpark Area Plan standards.

C. Project Description

The site consists of three concrete tilt buildings which fronts face east and west, and a smaller flex building faces west on Arizona Ave. A central, screened truck yard is shared by building 2 and 3.

The building #1 fronting Arizona Avenue is 39,387 square feet, building #2 at the middle of the site is 99,222 square feet, and building #3 at the east side of the site is 189,167 square feet; for a total of 327,776 +- square feet. The approximate site area is 21.38 acres (net), which results in a lot coverage of 35.26%.

Parking is located on the perimeter of the building with a total of 623 parking spaces, which exceeds base zoning requirements. Accessible parking spaces are scattered throughout the site, and each building has its own bicycle parking area. Two electric vehicle (EV) charging spaces are provided on site with power stubs for an additional 4 charging spaces.

D. Commercial Design Standards

The following sections outline the development standards for Chandler Innovation Center

i. Development Standards

- | | |
|-------------------------------|--|
| a. Building Height: | Maximum of 45'; two stories.
Some Architectural elements may project higher to create skyline character |
| b. Front Yard (west): | 50' from the right of way line. |
| c. Side Yard (south): | 10' from the property line. |
| d. Side Yard (north): | 30' from the property line. |
| e. Rear Yard (east): | 10' from the rear property line. |
| f. Intensity of Lot Use: | 40% of the lot area maximum. |
| g. Building separation: | Per City of Chandler Building Code. |
| h. Drive aisles: | 24' minimum-26' at Fire Lanes |
| i. Required Parking: | Minimum parking shall be 2/1000 as spec. |
| j. Accessible Parking Spaces: | Quantity to be equivalent to the current minimum ADA Accessibility Guidelines. |
| k. Parking Space Size | |
| Standard Space: | 9' x 19' (16.5' with 2.5' overhang), |

- j. Accessible Parking Spaces: Quantity to be equivalent to the current minimum ADA Accessibility Guidelines.
- k. Parking Space Size
 - Standard Space: 9' x 19' (16.5' with 2.5' overhang),
 - Accessible Space: 11' x 19' (16.5' with 2.5' overhang) with shared 5' access aisle
- l. Bicycle Parking: 4 spaces per building

Landscape Design

The development will provide a landscape palette that is sensitive to the existing environment through the use of regionally appropriate, low water use plant materials.

Building Design and Materials

Architectural façade elements such as glass entries with horizontal metal accents, metal soffit faces above glass and an articulated roof line. Walls will be concrete tilt panel construction with architectural scoring and contrasting colors

Parking screen walls are made of single score concrete masonry units

Color Palette

Four complementary paint colors are planned for the development. All of the buildings, and the parking screening will share the same color and material palette to unify the design theme on site.

- a. Glass & Frame
 - Viracon – 1" insulated glass and matching spandrel glass, or equal
 - Clear anodized aluminum frame, 2" x 4.5" outside glazed

Retention

The initial intent of the development is to provide a combination of surface retention and drywells for the project. This is accomplished through a combination of retained water on asphalt paving areas and retention basins. Multiple drywells will be located in the base of the retention basins and in asphalt areas. Due to the flood plain impact on the site, retention will be in excess of normal quantities.

Traffic & Circulation

The main traffic flow will be from Arizona Avenue, primarily from the north. There is a shared drive on the south that will be reconfigured to match the current submittal to enhance traffic flow. A northern drive easement is provided to allow secondary emergency access / exit thru the adjacent property (under different ownership) to Arizona Avenue. This access will be reworked to City standards for emergency vehicle access.

Pedestrian access to the site is provided from Arizona Ave. All buildings will be interconnected.

E. Development Schedule

All buildings and all onsite and offsite improvements are anticipated to be built simultaneously. Under current market conditions, the project is anticipated to be started within eighteen months of City approvals of the ADR applications.

F. Signage

Signage shall be per a Master Signage Program and City of Chandler Standards, under separate request.

G. Analysis of Probable Impact of the proposed rezoning to the cost of constructing housing.

We anticipate minimal to no impact on the average cost to construct housing for sale or rent within the zoning district because home construction in the area typically utilizes different construction materials & methods of construction.

This estimate is based on typical industry standards that are well known and established in this area.

There are no less costly or restrictive alternative methods available, we have proposed the most appropriate materials.

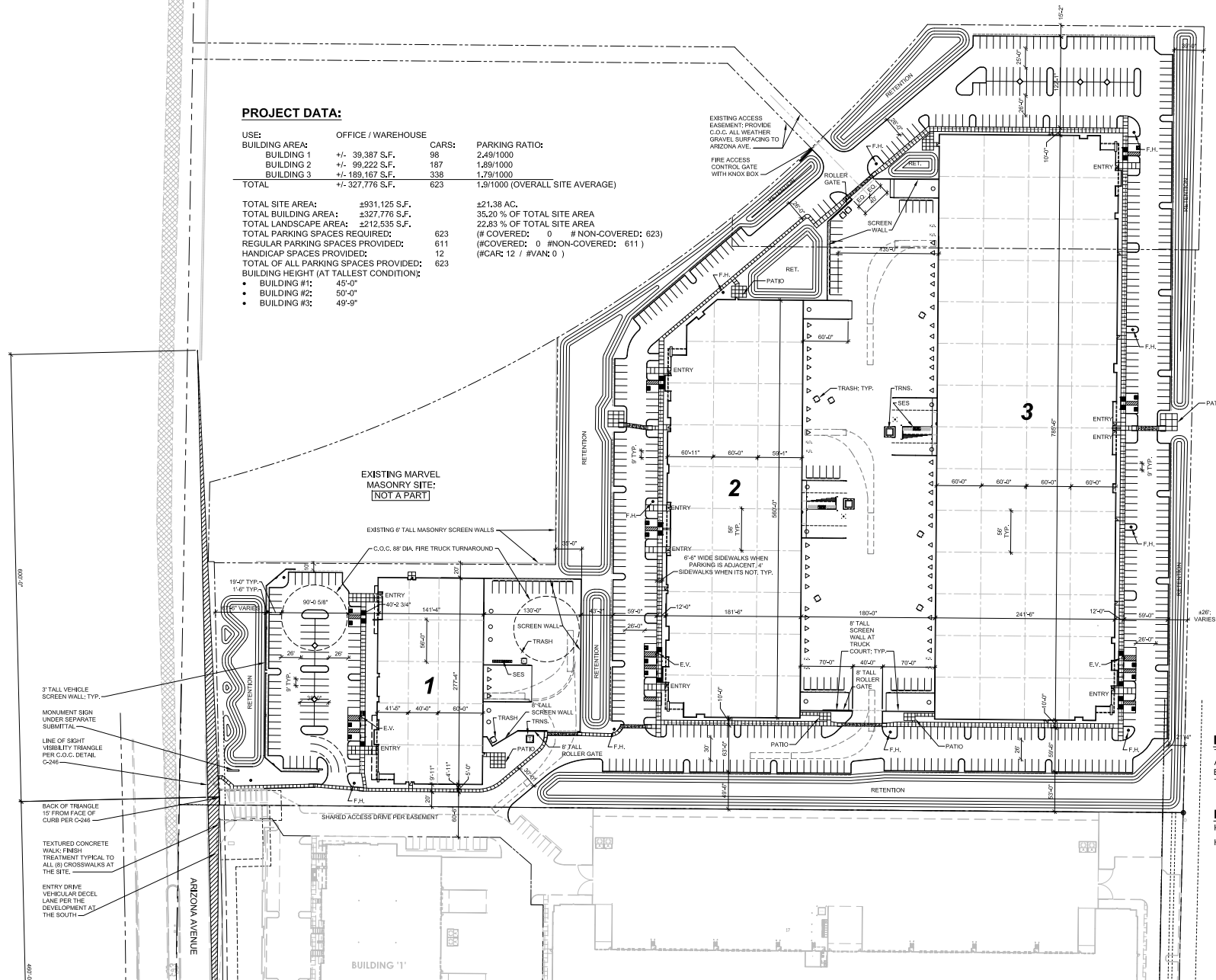
SITE AERIAL CONTEXT:



PROJECT DATA:

USE:	OFFICE / WAREHOUSE	CARS:	PARKING RATIO:
BUILDING AREA:			
BUILDING 1	+/- 39,387 S.F.	98	2.49/1000
BUILDING 2	+/- 99,222 S.F.	187	1.89/1000
BUILDING 3	+/- 189,167 S.F.	338	1.79/1000
TOTAL	+/- 327,776 S.F.	623	1.9/1000 (OVERALL SITE AVERAGE)

TOTAL SITE AREA:	±931,125 S.F.	±21.38 AC.
TOTAL BUILDING AREA:	±327,776 S.F.	35.20 % OF TOTAL SITE AREA
TOTAL LANDSCAPE AREA:	±212,535 S.F.	22.83 % OF TOTAL SITE AREA
TOTAL PARKING SPACES REQUIRED:	623	(# COVERED: 0 # NON-COVERED: 623)
REGULAR PARKING SPACES PROVIDED:	611	(# COVERED: 0 # NON-COVERED: 611)
HANDICAP SPACES PROVIDED:	12	(# CAR: 12 / # VAN: 0)
TOTAL OF ALL PARKING SPACES PROVIDED:	623	
BUILDING HEIGHT (AT TALLEST CONDITION):		
• BUILDING #1:	45'-0"	
• BUILDING #2:	50'-0"	
• BUILDING #3:	49'-9"	



FIRE ACCESS:
THERE ARE 4 VEHICULAR ROLL GATES AT THE SITE. ALL ROLL GATES TO BE EQUIPPED WITH KNOX BOX FIRE TRUCK ACCESS EQUIPMENT

LEGEND:
K.O. KNOCK OUT PANEL @ BUILDING
H.C. HANDICAP STALL: ADA
O GRADE LEVEL O.H. DOOR
▷ DOCK HIGH O.H. DOOR

SITE PLAN
SCALE 1" = 60'-0"
0 30 60 120

Parking

All development shall conform to the standards set forth in the Chandler Parking Ordinance in effect as of November 1, 2012 and the standards set forth in this ADR. If there is a conflict, the parking standards in this ADR shall apply.

The size of all parking spaces, driveways, islands in parking areas and other improvements in the parking areas must conform to the minimum established requirements of the City of Chandler Zoning Ordinance.

- Minimum size of a parking space shall be nine (9) feet by nineteen (19) feet.
- Minimum driveway widths shall be twenty-four (24) feet for two-way drives. Fourteen (14) foot one-way drives are permitted where such drives are not required as fire lanes by the fire department.
- Covered parking including parking structures shall be located and/or arranged that it is perceived as an integral part of the commerce park. Canopy structures shall be finished with colors which match or complement building colors.
- In the design of the parking lots and entrances to and from those parking lots and facilities served by those parking lots, provisions shall be provided for adequate, safe, convenient pedestrian circulation.
- All driveways and parking areas must be paved with concrete or asphaltic concrete. Except for edges of paving adjacent to walls, vertical curbs shall be constructed at all edges of any paving. Asphalt curbs are prohibited, and the use of precast concrete parking bumpers in lieu of curbs is prohibited.

Parking Requirements by Use:

On-site parking shall be provided in accordance with the Chandler Zoning Ordinance.

Parking increases and reductions to the required number of parking spaces may be approved by Planning Staff if a user driven requirement provides a quantitative analysis justifying any proposed increase or reduction based on their needs, as provided in the City of Chandler Zoning Ordinance.

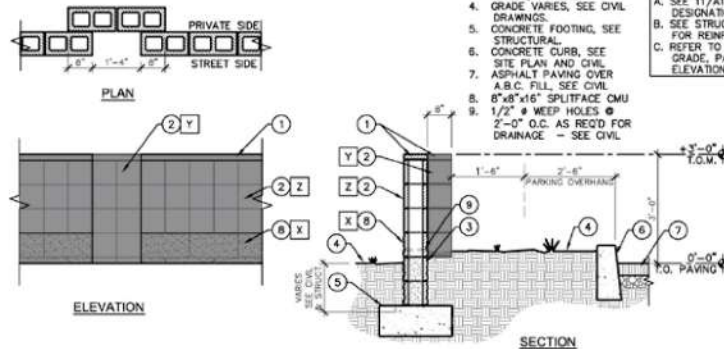
Site Screening Areas

All on-site screen walls shall be designed and constructed to meet the City of Chandler ordinance requirements. All screen walls adjacent to the project streets shall be designed and installed to match the details submitted herein.

Screen walls along property lines may be installed by the individual lot Owner. Any Owner who builds next to an existing wall may refinish his side of the existing wall to match or complement his building(s) through joint agreement with the adjacent wall Owner.

All detached perimeter screen walls are to match the exiting screen walls or building materials. All loading/service areas shall be fully screened from the street view with landscaping, solid gates at drives or wing walls a minimum of 8' high.

Parking Lot Screen Wall Details



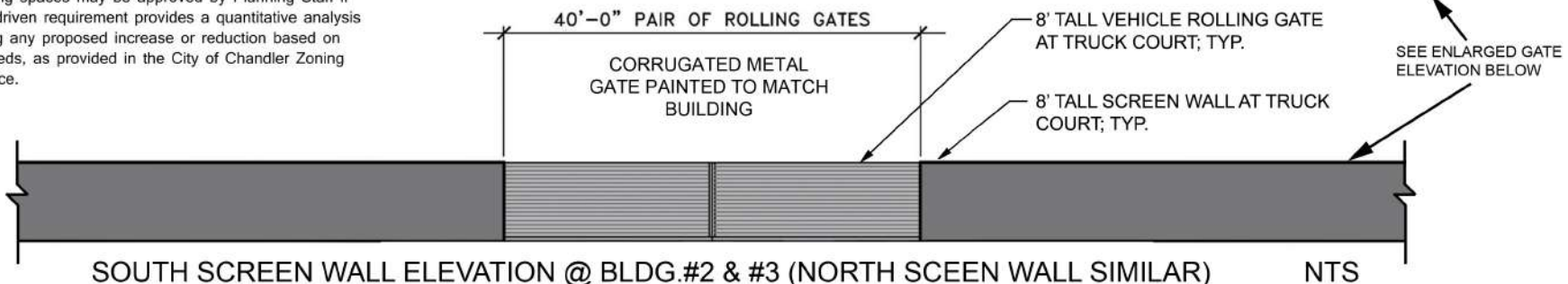
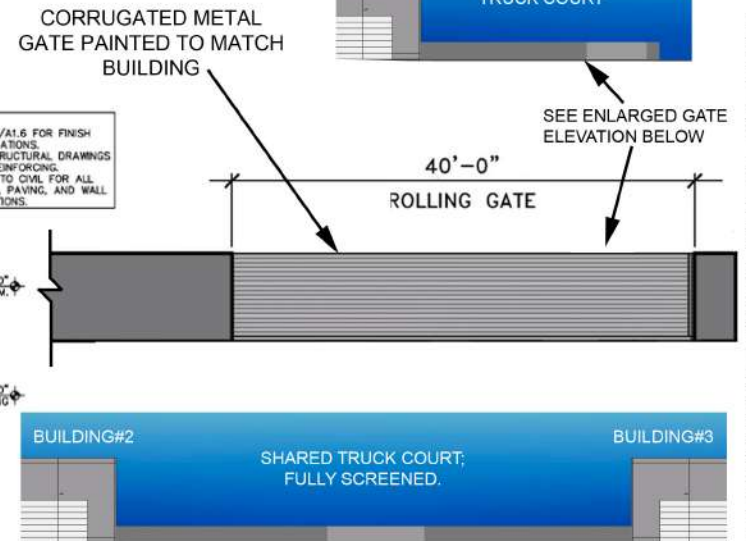
Parking lot screen walls are to be measured from elevation of adjacent parking lot or driveway. All entry drives shall have screen wall segments on both sides with minimum lengths of twelve (12) feet with the detail at the drive entrance. Variation required every 80' minimum.

Screening of Parking Areas

When parking areas abut a front yard or road frontage landscaped area, such parking areas shall be screened with decorative masonry walls and earth berms ranging between thirty (30) and forty-two (42) inches in height. Horizontal and vertical variation in the design of the screening walls is required whenever linear alignments exceed eighty (80) feet, per the City of Chandler Zoning Ordinance.

Notes:

- *1. Parking along streets shall be setback a minimum of 20 feet.
- *2. Parking shall be a minimum of 4' from parking lot curb to screen wall.
3. Lots planned with common access between two or more buildings may eliminate "property line - non-street" landscape setbacks based on an approved master plan.



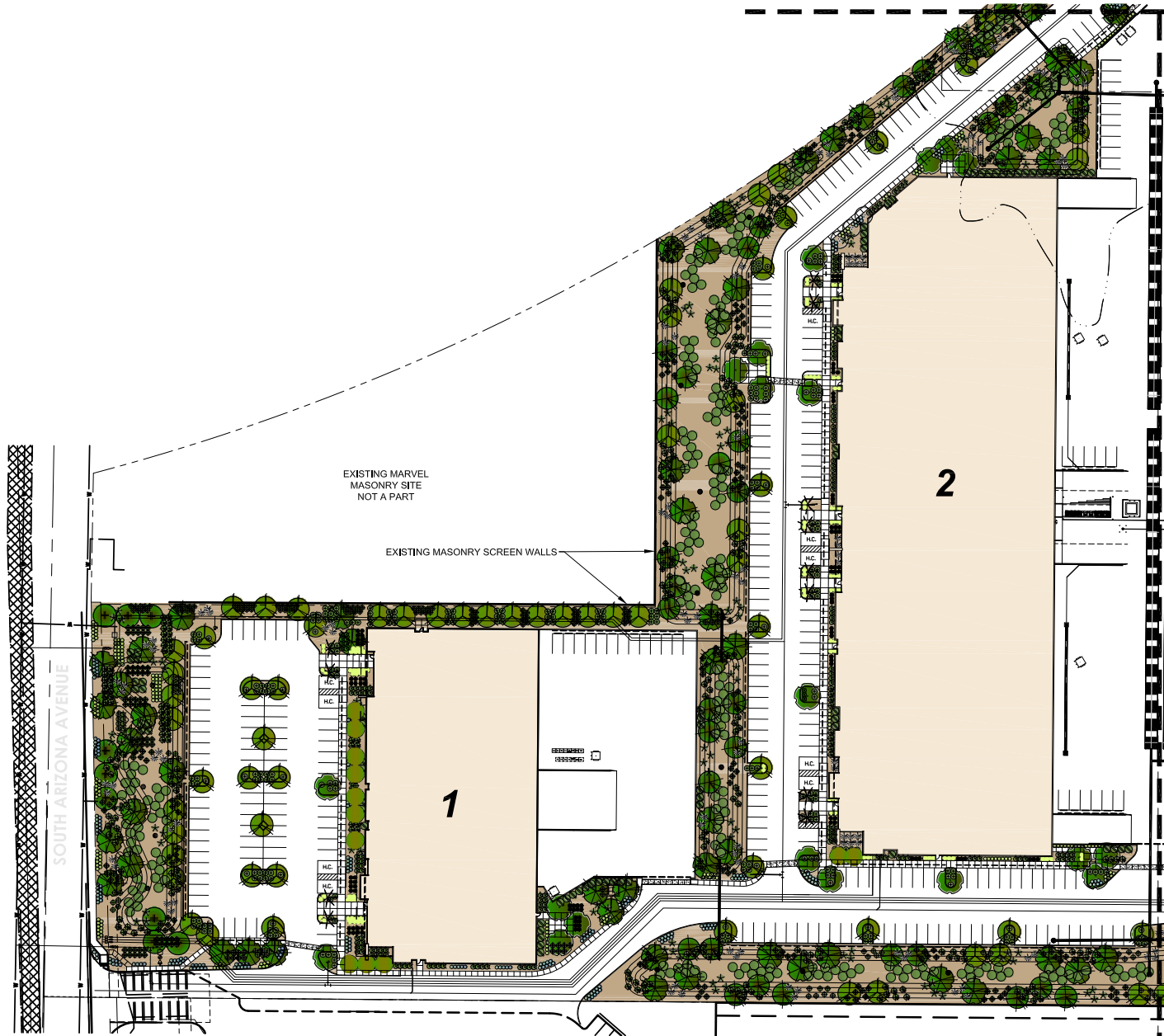
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CHANDLER INNOVATION CENTER - CAZ PDP
19051 S ARIZONA AVE CHANDLER, AZ 85286

42005
18OCT20

BALMER
architectural group

MATCH LINE SEE SHEET La.02



LANDSCAPE LEGEND

- TREES**
- PESTACIA X 'RED-PUSH'
RED PUSH PESTACHE
4" CALIP., 12.0T, 6.5W (48" BOX)
- PHOENIX DACTYLIFERA
DATE PALM (MATCHING)
20' T.F. DIAMOND CUT, STRAIGHT,
NO AERIAL ROOTS SHOWING.
- ILIAHUS PARVIFOLIA
CHINESE ELM (MATCHING)
2" CALIP., 6.5T, 4W (36" BOX)
- CHITRALPA TASKENTIS
CHEALPA
1.5" CALIP., 6.0T, 4.0W (24" BOX)
- QUERCUS VIRGINIANA
LIVE OAK
1.5" CALIP., 6.5T, 4W (24" BOX)
- CAESALPINIA CACALACO
CASCALOTE
1.5" CALIP. (MULTI) 4T, 3.5W (24" BOX)
- CHILOPSIS LINEARS 'BUBBA'
DESERT WILLOW
1.5" CALIP., 6T, 3.5W (24" BOX)
- LARGE SHRUBS**
- TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON
- CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON
- ACCENTS**
- HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON
- HESPERALOE PARVIFLORA
YELLOW YUCCA
5 GALLON
- DASYLIRION WHEELERII
DESERT SPOON
5 GALLON
- ECHINOCACTUS GRISONII
GOLDEN BARREL CACTUS
10" ROUND (MATCHING)
- AGAVE DESMETIANA
SMOOTH AGAVE
5 GALLON
- MEDIUM SHRUBS**
- EREMOPHILA MACULATA
VALENTINE EMU BUSH
5 GALLON
- LEUCOPHYLLUM FRUTESCENS
GREEN CLOUD
5 GALLON
- ROSEMARINUS PROSTRATA
TRAILING ROSEMARY
5 GALLON
- GROUND COVER**
- LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON
- LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON
- ACACIA REDOLENS
DESERT CARPET 1m
5 GALLON
- EREMOPHILA GLABRA
'MINGENW GOLD'
5 GALLON
- 1/2" SCREENED ROCK PROS CARMEL
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE PLAN
SCALE: 1" = 40'-0"



T.J. McQUEEN & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING

10446 N. 74th Street, Suite 150
Scottsdale, Arizona 85258
P: (602) 965-0320
F: (602) 965-0320
EMAIL: tjm@mcqueen.com



CHANDLER INNOVATION CENTER - CAZ PDP
19051 S ARIZONA AVE CHANDLER, AZ 85286
LANDSCAPE PLAN
La.01

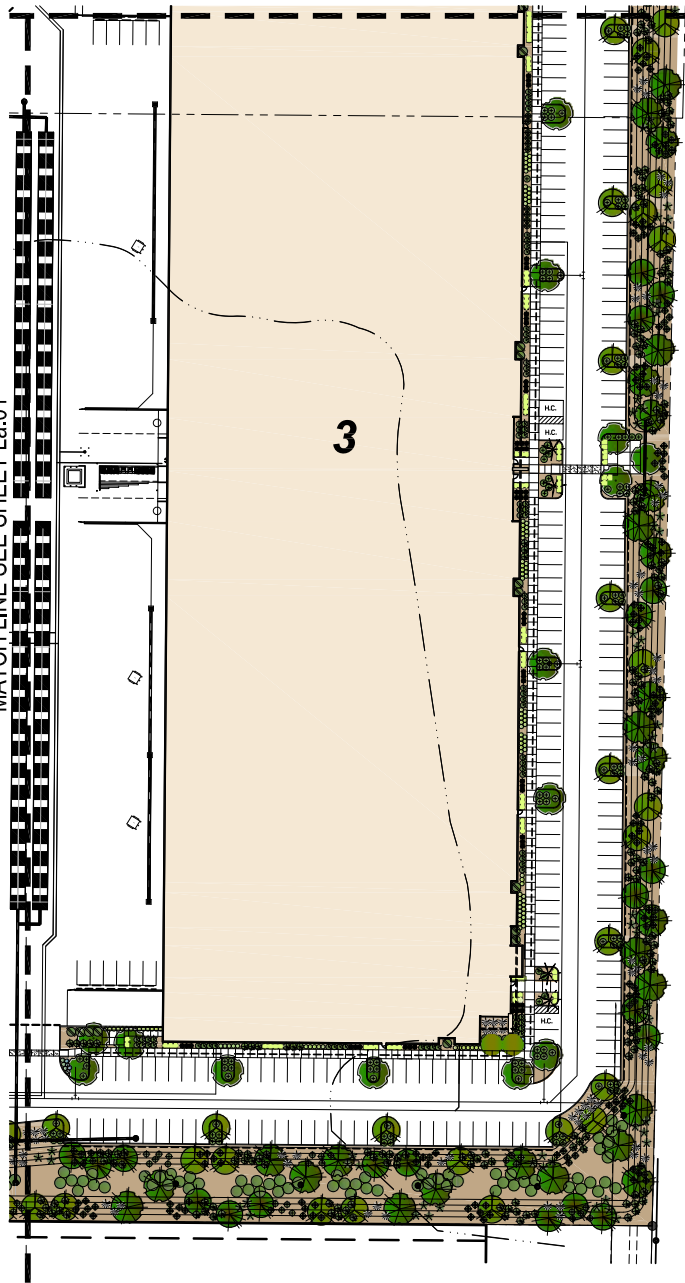
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MATCH LINE SEE SHEET La.03



LANDSCAPE LEGEND

- TREES**
- PISTACHIA X RED-PUSH
RED PUSH PISTACHE
4" CALIP., 12.0T, 6.5W (48" BOX)
 - PHOENIX DACTYLIFERA
DATE PALM (MATCHING)
20' T.F. DIAMOND CUT, STRAIGHT,
NO AERIAL ROOTS SHOWING.
 - ULMUS PARVIFOLIA
CHINESE ELM (MATCHING)
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CHITRALPA
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GOLDEN BARREL CACTUS
10" ROUND (MATCHING)

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SMOOTH AGAVE
5 GALLON
- MEDIUM SHRUBS**
- BREMOPHILA MACULATA
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'GREEN CLOUD'
5 GALLON
 - ROSEMARINUS PROSTRATA
TRAILING ROSMARY
5 GALLON
- GROUND COVER**
- LANTANA MONTEVIDENSE
'GOLD MOUND'
1 GALLON
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TRAILING PURPLE
1 GALLON
 - ACACIA REDOLENS
'DESERT CARPET' 1m
5 GALLON
 - BREMOPHILA GLABRA
'MINEWEN GOLD'
5 GALLON
- 1/2" SCREENED ROCK PROS CARMEL
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SCALE 1" = 40'-0"



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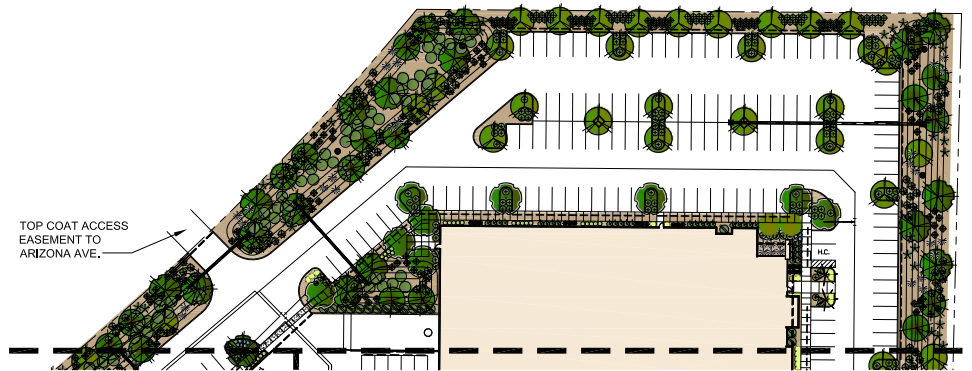
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LANDSCAPE PLAN
La.02

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LANDSCAPE LEGEND

TREES

REFACIA X 'RED-PUSH'
RED-PUSH PROTACHE
4" CALIP., 12.0T, 6.5W (48" BOX)

PHOENIX DACTYLIFERA
DATE PALM (MATCHING)
20 T.F. DIAMOND CUT, STRAIGHT,
NO AERIAL ROOTS SHOWING.

ULMUS PARVIFOLIA
CHINESE ELM (MATCHING)
2" CALIP., 6.5T, 4W (36" BOX)

CHITALPA TASKENTIS
"CHEALPA"
1.5" CALIP., 6.0T, 4.0W (24" BOX)

QUERCUS VIRGINIANA
LIVE OAK
1.5" CALIP., 6.5T, 4W (24" BOX)

CAESALPINIA CACALACO
CASCALOTE
1.5" CALIP. (MULTI) 4T, 3.5W (24" BOX)

CHILOPSIS LINEARIS 'BUBBA'
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LARGE SHRUBS
TECOWA 'ORANGE JUBILEE'
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5 GALLON

CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON

ACCENTS

HEPERALOE PARVIFLORA
RED YUCCA
5 GALLON

HEPERALOE PARVIFLORA
YELLOW YUCCA
5 GALLON

DASYLIRION WHEELERII
DESERT SPOON
5 GALLON

ECHINOCACTUS GRUSONII
GOLDEN BARREL CACTUS
10" ROUND (MATCHING)

AGAVE DESMETTIANA
SMOOTH AGAVE
5 GALLON

MEDIUM SHRUBS

EREMOPHILA MACULATA
VALENTINE EMU BUSH
5 GALLON

LEUCOPHYLLUM FRUTESCENS
"GREEN CLOUD"
5 GALLON

ROSEMARINUS PROSTRATA
TRAILING ROSMARY
5 GALLON

GROUND COVER

LANTANA MONTEVIDENSIS
"GOLD MOUND"
1 GALLON

LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON

ACACIA REDOLENS
"DESERT CARPET" 1m
5 GALLON

EREMOPHILA GLABRA
"MINGENW GOLD"
5 GALLON

1/2" SCREENED ROCK PROS CARMEL
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE PLAN

SCALE: 1" = 40'-0"



T.J. McQUEEN & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING

10446 N. 74th Street, Suite 150
Scottsdale, Arizona 85258
P. (602) 265-0320

EMAIL: tmmcqueen@tmba.net



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BALMER ARCHITECTURAL GROUP, INC.
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PROVIDING ARCHITECTURAL
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SERVICES. 06/30/2016 4:46 PM

PRELIMINARY
NOT FOR
CONSTRUCTION

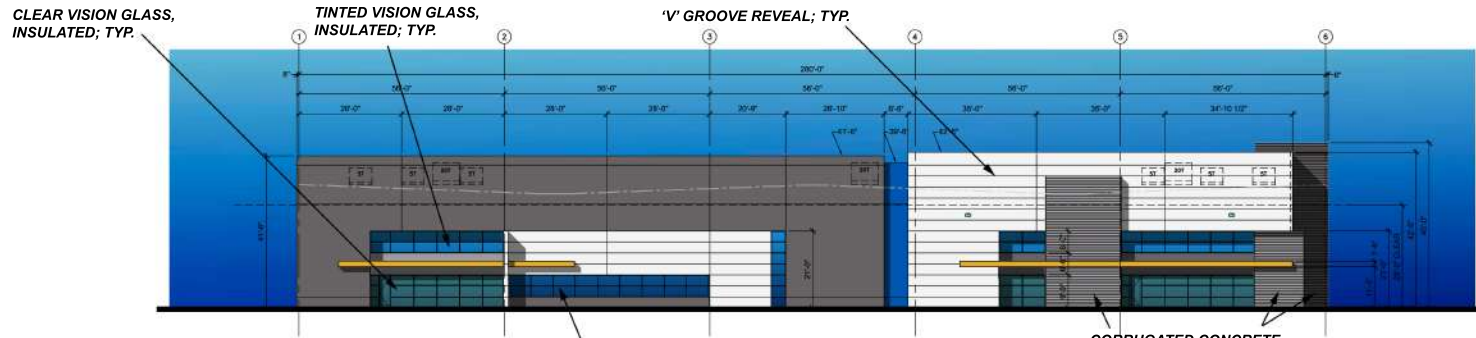
CHANDLER INNOVATION CENTER - CAZ PDP
19051 S ARIZONA AVE CHANDLER, AZ 85286
LANDSCAPE PLAN

La.02

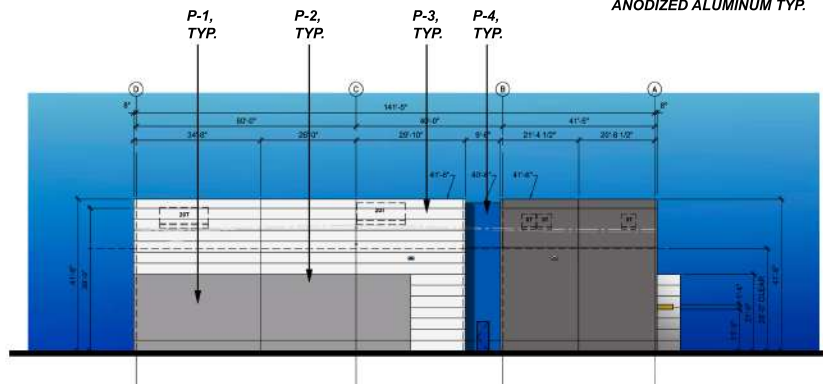
42005
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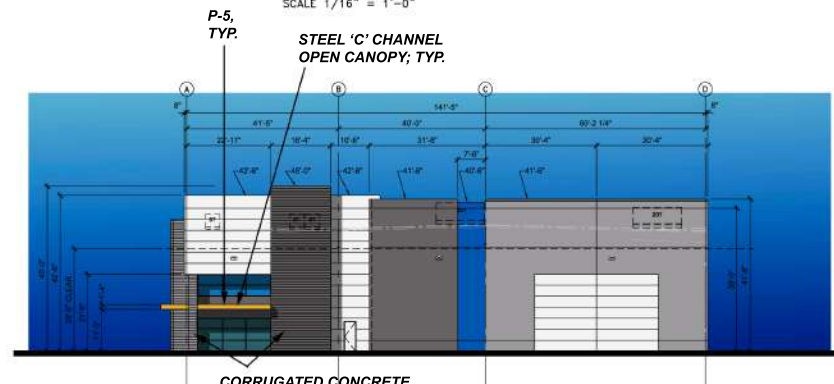




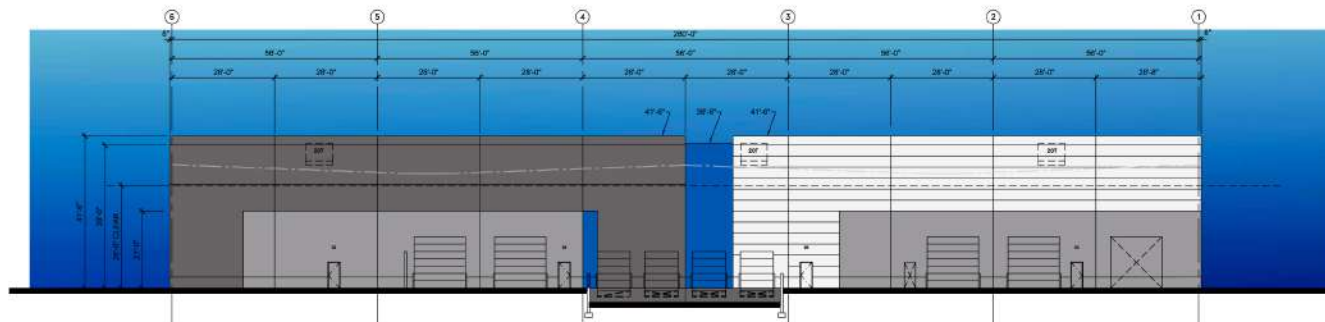
BUILDING 1 WEST ELEVATION
SCALE 1/16" = 1'-0"



BUILDING 1 NORTH ELEVATION
SCALE 1/16" = 1'-0"



BUILDING 1 SOUTH ELEVATION
SCALE 1/16" = 1'-0"



BUILDING 1 EAST ELEVATION
SCALE 1/16" = 1'-0"

CITY OF CHANDLER GENERAL BUILDING ELEVATION NOTES:

1. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
2. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
3. ANY ROOF ACCESS LADDERS SHALL BE LOCATED INSIDE THE BUILDING. ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINS OR BE ARCHITECTURALLY INTEGRATED INTO THE BUILDING DESIGN. ARCHITECTURALLY INTEGRATED ROOF DRAINS SHALL REQUIRE ADDITIONAL ARTICULATION BEYOND PAINT ACCENTS. SECTION 35-1902 (8)(E)(15), ZONING CODE.
4. SCREENING SHALL BE ARCHITECTURALLY INTEGRATED FOR THE SERVICE ENTRANCE SECTION (SES) AND ALL UTILITIES. ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW BY A CONCRETE OR MASONRY WALL WITH SOLID GATES. EQUAL TO OR GREATER IN HEIGHT THAN THE MECHANICAL EQUIPMENT. SECTION 35-1902 (8)(E)(13), ZONING CODE.
5. SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.

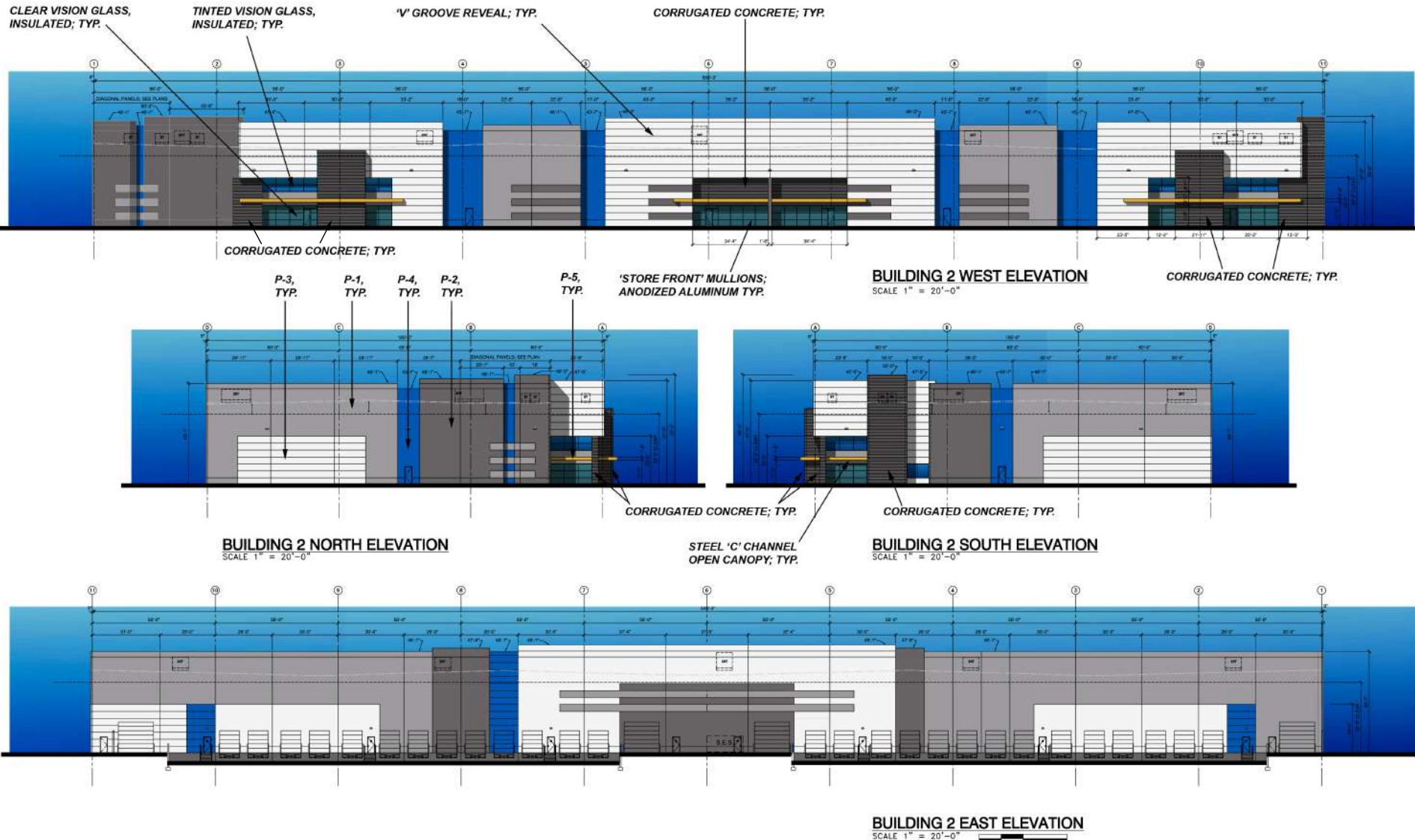




PRELIMINARY
NOT FOR
CONSTRUCTION

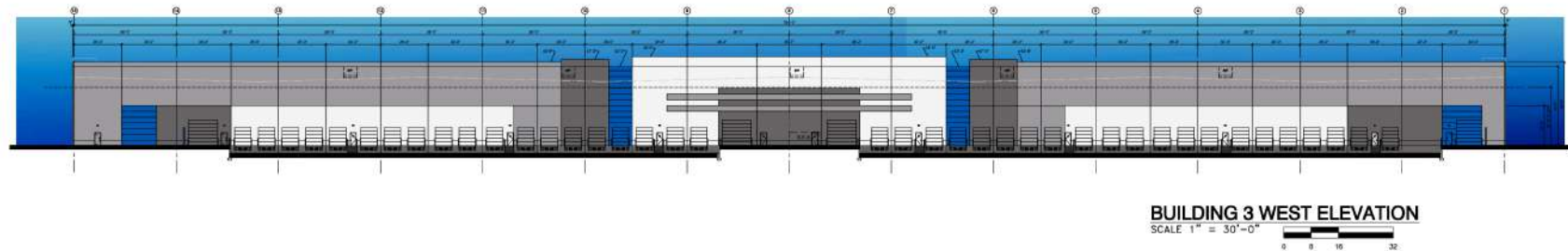
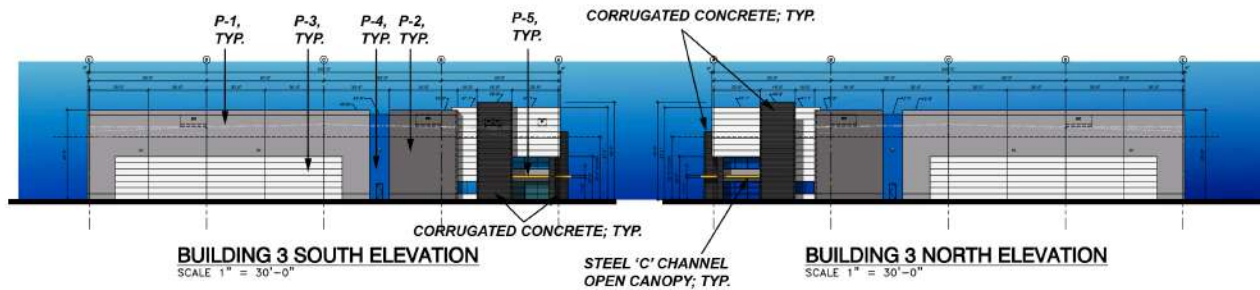
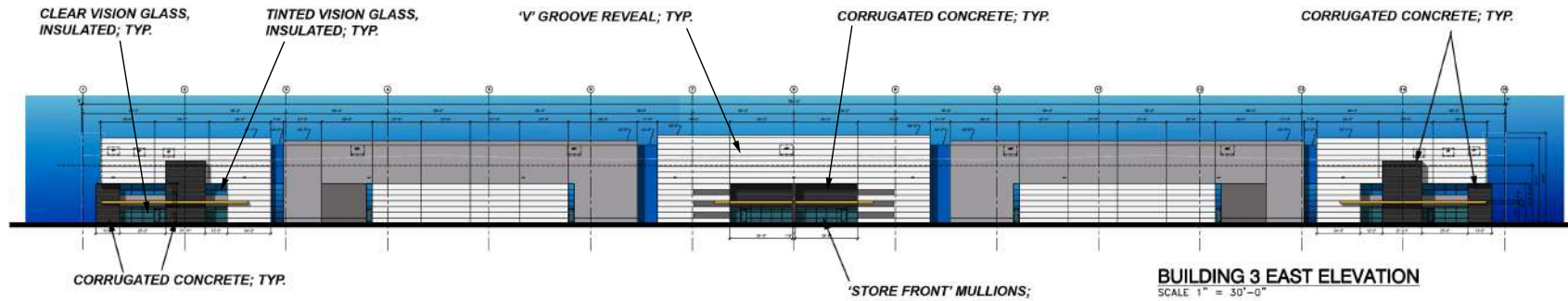
CHANDLER INNOVATION CENTER
19051 S ARIZONA AVE CHANDLER, AZ 85286
BUILDING #2 - ELEVATIONS

42005
180C723



CITY OF CHANDLER GENERAL BUILDING ELEVATION NOTES:

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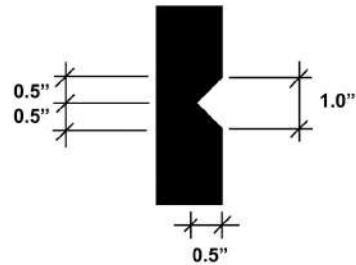
MATERIAL BOARD: BUILDINGS 1,2 & 3

MASONRY WALLS

SINGLE SCORE 8"x8"x16" IN GREY PAINT FINISH TO MATCH BUILDING

LOCATIONS:

- SES ENCLOSURE
- TYPICAL VEHICULAR SCREEN WALL



TYP. CONCRETE REVEAL NTS



TYPICAL STOREFRONT ENTRY MATERIAL EXAMPLE



DOUBLE PANE INSULATED CLEAR GLASS AT ALL STOREFRONT ENTRIES

PAINT

P-1

CL 3214M 'WAVELENGTH'

P-2

CL 3215D 'ELF'

P-3

DE 6372 'LACE VEIL'

P-4

DEA 137 'DEEP SAPPHIRE'

GLASS



PPG PACIFICA - 1 " INSULATED GLASS
SOLARBAN 60 (3)
U-VALUE OF 0.29 AND SHGC OF 0.25
CLEAR ANODIZED FRAMES AND INFILL PANELS, TYPICAL

P-5

DE5342 'BUMBLEBEE'

CONCRETE PAVING

INTEGRAL COLOR CONCRETE:



A: MALIBU TAUPE



B: RIDGEBACK BROWN

INTEGRAL COLOR CONCRETE COLORS BY DAVIS CONCRETE, OR EQUAL.

IN GENERAL, YELLOW PAINTS HAVE PIGMENTS IN THEM THAT ARE SUSCEPTIBLE TO FADING IN SUN. PRODUCT APPLIED TO BUILDING WILL BE 'MODERN MASTERS THEME PAINT' BRAND, AND COLOR MATCHED TO DE5342 'BUMBLEBEE'. THIS PAINT PRODUCT HAS UV RESISTANCE BUILT IN.



City Council Memorandum Cultural Development Memo No.

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
From: Lauren Koll, Downtown Redevelopment Program Manager
Subject: Resolution No. 5804 Approving the Fiscal Year 2024-2025 Annual
Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced
Municipal Services District

Proposed Motion:

Move City Council pass and adopt Resolution No. 5804 approving the Fiscal Year 2024-2025 Annual Assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District.

Background:

On March 21, 2024, City Council approved Resolution No. 5782, which authorized modification of the Assessment Diagram, making a statement and estimate of expenses for the Downtown Chandler Enhanced Municipal Services District, completing the assessment, and setting the date for the Public Hearing on the assessments for the May 23, 2024, City Council meeting. Prior to the May meeting, staff published notice of the date of the Public Hearing for five consecutive days in the Arizona Republic as required by Arizona Revised Statutes.

Downtown Chandler Community Partnership staff also sent a notice of the Public Hearing to all property owners in the District. The letter advised the property owners that they could file an objection with the City Clerk, should they desire to do so. To date, no objections have been received in the City Clerk's Office. Upon completion of the Public Hearing and authorization of this item, staff will forward the calculated Assessment Roll to the Maricopa County Assessor's Office. The first assessments for the District will be mailed to property owners with their tax bill

in July 2024.

Financial Implications:

Assessments in the District are based on three factors, including assessed value (one-third of the assessment), building square footage (one-third of the assessment), and land square footage (one-third of the assessment). All properties are assessed at the same rate, with the exception of buildings along the Historic Square, which are assessed double the building square footage rate. The Downtown Chandler Community Partnership (DCCP) has requested a 5% inflation adjustment be added to this year's EMSD assessment to all private properties as well the City's voluntary contribution. The total of all assessments is \$374,484.71, of which privately-owned property in the District contributes \$243,503.71. In addition, the voluntary assessment for City-owned property is \$130,981, which represents 35% of the total District operating funds for FY24-25. Funds to provide for the City's contribution to the District have been requested in Downtown Redevelopment's operating budget for FY24-25.

Attachments

Resolution No. 5804

Affidavit of Mailing

Notice of Hearing

RESOLUTION NO. 5804

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE FISCAL YEAR 2024–25 ANNUAL ASSESSMENT FOR CITY OF CHANDLER, ARIZONA, DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT.

WHEREAS, the Mayor and Council of the City of Chandler, Arizona (the City), initiated a district known as City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District (the District) by the adoption of Resolution No. 3905 (the Resolution of Intention); and

WHEREAS, the City acquired jurisdiction to proceed with such District and the Mayor and Council adopted Resolution No. 3924 (the Resolution Ordering the Work); and

WHEREAS, Mayor and Council adopted Resolution No. 5804 authorizing modification of the assessment diagram, making an annual statement and estimate of the expenses of the District for the fiscal year commencing July 1, 2024 and ending June 30, 2025; and did assess the total sum upon the several lots within the District; and

WHEREAS, Mayor and Council ordered that May 23, 2024, be set as the date for hearing the assessment and all proceedings theretofore had and taken and ordered that notice be given as provided by law; and

WHEREAS, notice of such hearing was given by publication for five days in the Arizona Republic newspaper of general circulation in the City, and by mailing notices of the hearing by first class mail, at least twenty (20) days prior to the date set for hearing, to all persons owning real property affected by the Assessment as the names and addresses appear on the last assessment roll for state and county purposes; and

WHEREAS, no written objections have been filed with the City Clerk; and

WHEREAS, it appears that the total annual costs and expenses of the District have been assessed upon each of the several lots included within the District, in proportion to the benefits to be received by each of said lots, and that none of the respective lots have been assessed in excess of the benefits to be received from the District by such respective lots; and

WHEREAS, said Assessment in all respects complies with the laws providing for such Assessments and under which said District was formed.

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

Section 1. Fully and finally confirms and approves the annual Assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District for the fiscal year commencing July 1, 2024 and ending June 30, 2025, as so made.

Section 2. Ratifies and confirms all acts of the Clerk, the Superintendent of Streets and any person acting for such officials or the City in setting the date for the hearing on the assessment and causing notice thereof to be mailed and published.

PASSED AND ADOPTED by the Mayor and Council of the City of Chandler, Arizona, this ____ day of May, 2024.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5804 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of May, 2024 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TA

**AFFIDAVIT OF MAILING
NOTICE OF HEARING ON ASSESSMENT
THE DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT
IN THE CITY OF CHANDLER, ARIZONA**

State of Arizona
County of Maricopa

The undersigned affiant being first duly sworn, deposes and says:

That affidavit is the Executive Director of the Enhanced Municipal Services District in the City of Chandler.

That on **April 10, 2024**, affiant caused to be mailed to each of the persons set forth on the list attached hereto and marked Exhibit A, by first class mail, a copy of the notice of assessment hearing attached hereto and marked Exhibit B.

That the names and addresses of the persons on said Exhibit A are, to the best of affiant's knowledge, information and belief, all persons owning real property affected by the assessments as the names and addresses appear on the last certified property tax roll for the Downtown Chandler Enhanced Municipal Services District in the City of Chandler, Arizona.

Rebecca Hill

Name

Executive Director

Title

Subscribed and sworn to before me this 22-day of April, 2024.



[Signature]

Notary Public

My commission expires:

Jan 28, 2028

Attachments:

Exhibit A: List of Names and Addresses of Property Owners

Exhibit B: Form of Notice Hearing



DCCP
100 W. Boston St. #5
Chandler, AZ 85225

LESTER HOSPITALITY - CHANDLER LLC
PO BOX 9188
RAPID CITY SD 57709

Dear Property Owner:

The Downtown Chandler Community Partnership (DCCP) Board of Directors is proposing an increase in assessments for the Enhanced Municipal Services District (EMSD) for the 2024/2025 Fiscal Year. The services provided by the EMSD include additional cleaning of downtown, safety, beautification, events, and marketing. All of this is to support the downtown businesses, provide a welcoming and engaging environment and create a travel destination.

The assessment rate has only had one increase in the last 20 years, since the DCCP has been created. This increase must be reviewed and approved by the Chandler City Council. This letter is to notify you of the upcoming hearing on 5/23/24 at 6:00pm, but more importantly, to provide you the opportunity to share any concerns you may have regarding the increase assessment of 5%. If you would like to know the increase for your property, please reach out and we can provide you with an exact number. Upon approval, the effective date will be July 1st, 2024 and you will see the difference in your property tax statement October 1, 2024.

If you have any questions or concerns, please reach out to Rebecca Hill, Executive Director of the DCCP at rebecca@downtownchandler.org or 480-855-3539.

Respectfully,

Rebecca Hill, Executive Director
on behalf of the entire Board of Directors
SoHo63, Hilton Garden Inn, DC Steakhouse, New Square, The Brickyard & Hidden House, Burst of Butterflies, City of Chandler, San Tan Brewing & Distilling, Recreo, Uncommon & Topsy Egg, Blacksheep, Murphy's Law, Bourbon Jacks, Saba Brothers, LLC, Mic Drop Mania, The Stanley & The Copper House.

Downtown Chandler Community Partnership
100 W. Boston Street, #5
Chandler, AZ 85225
480-855-3539

Attachment: The hearing notice has been included in this letter.

NOTICE OF HEARING ON ASSESSMENT

TO THE PROPERTY OWNERS AND ALL PERSONS CLAIMING AN INTEREST IN ANY PROPERTY WITHIN THE DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT IN THE CITY OF CHANDLER, ARIZONA.

NOTICE IS HEREBY GIVEN of the time fixed for hearing and passing upon the annual assessments and proceedings heretofore had and taken for enhanced municipal services in the City of Chandler, Arizona (the "City") as described in Resolution of Intention No. 3905 (the "Resolution of Intention").

Pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically A.R.S. § 48-575, and all amendments thereto, PUBLIC NOTICE IS HEREBY GIVEN that the Mayor and Council of the City made a statement and estimate of all annual expenses for the Downtown Chandler Enhanced Municipal Services District (the "District") for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and assessed the total cost thereof against the lots within the District. The work proposed to be done in the District is described in the Resolution of Intention on file with the Clerk of the City and in the Plans and Specifications therefore on file with the Clerk of the City, to which Resolution, Plans and Specifications reference is hereby made for a more particular description of the work.

NOTICE IS FURTHER GIVEN that the Mayor and Council have fixed the time and place of hearing and passing upon the said assessments and proceedings heretofore had and taken with respect thereto at:

TIME:	6:00 p.m.
DATE:	May 23, 2024
LOCATION:	Council Chambers City Hall 88 E. Chicago Street Chandler, Arizona 85225

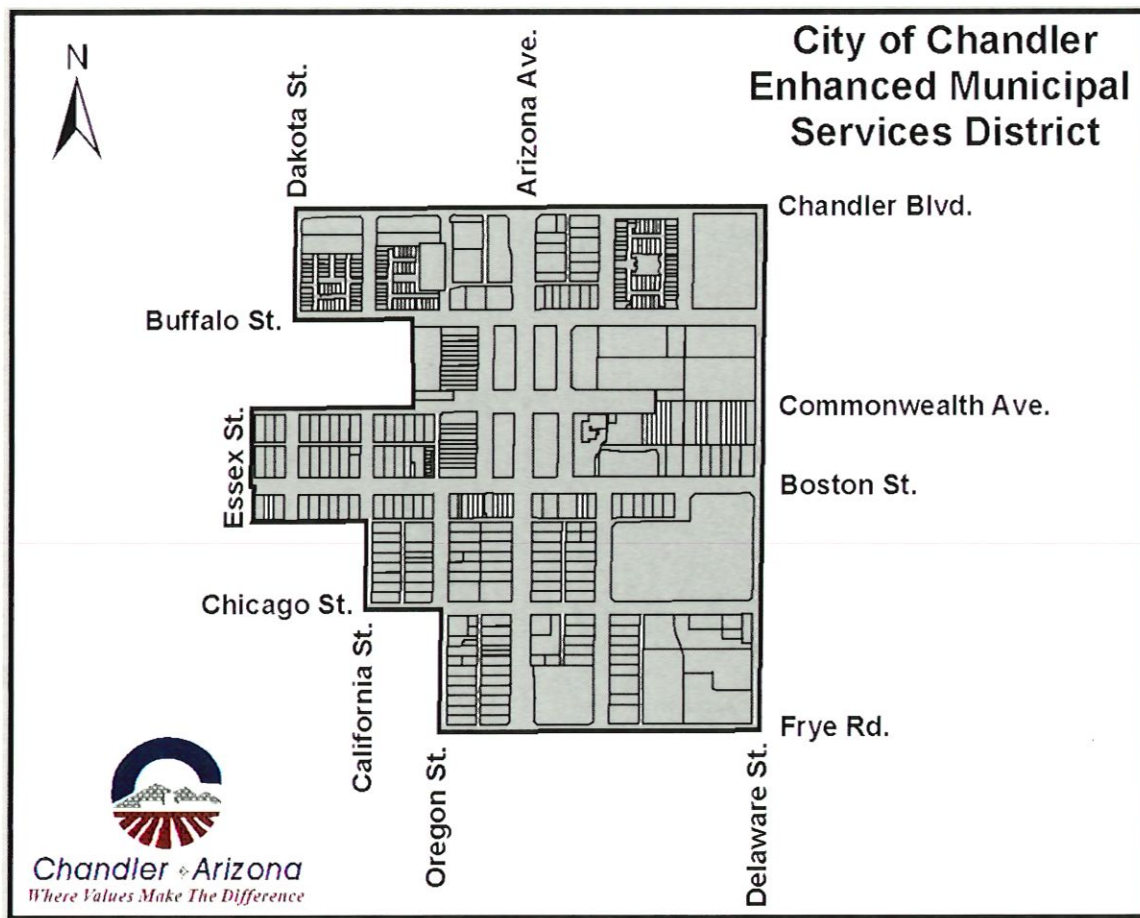
The property assessed to pay for said improvement comprises all lots included within the District in said City as described in the Resolution of Intention. The area subject to assessment is shown on the map below.

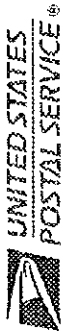
Any property owner and all other persons directly interested in the work or in the assessment having any objection to the legality of the assessment or to any of the previous proceedings connected therewith, may, at any time prior to the time fixed for said hearing, file with the City Clerk a written notice briefly specifying the grounds for such objection and at the time fixed for said hearing or at a time or times not later than ten (10) days thereafter, to which such hearing may be postponed, the Mayor and City Council will hear and pass upon all objections so made and filed.

All decisions and determinations of the Mayor and Council upon the hearing aforesaid will be final and conclusive upon all persons entitled to object as to all errors, informalities and irregularities which the Mayor and Council might have remedied or avoided at any time during the progress of the proceedings.

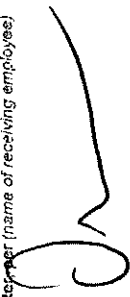


/s/ Dana DeLong

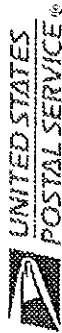
CITY CLERK





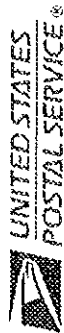
Certificate of Mailing — Firm

Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.
<p>Postmaster (name of receiving employee)</p> 		52	<p>U.S. POSTAGE PAID CHANDLER, AZ 85225 APR 10, 24 AMOUNT \$28.42 R2305P151474-26</p> 
USPS® Tracking Number: Firm-specific Identifier			Postage
1.	JAM MANAGEMENT LLC 24621 S 122ND ST. CHANDLER AZ 85249 DOWN TOWN HOTEL LLC 153 S PAYNE STEWART DR. BRANSON MO 65616		<p>U.S. POSTAGE PAID CHANDLER, AZ 85225 APR 10, 24 AMOUNT \$1.74 R2305P151474-26</p> 
2.			
3.	FIFTY FIVE LLC 560 N BENSON LN Chandler, AZ 85224 SSPA LLC 81 W BOSTON ST Chandler, AZ 85225 LAVENUE LLC 242 S WALL ST Chandler, AZ 85225 77 LLC 81 W BOSTON ST Chandler, AZ 85225		
4.			
5.			
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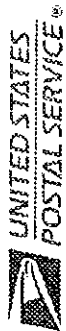
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USPS® Tracking Number Firm-specific Identifier		Postmaster, per (name of receiving employee)					
Address (Name, Street, City, State, and ZIP Code™)				Postage	Fee	Special Handling	Parcel Airlift
1.	SPECHT COMMERCIAL PROPERTIES LLC 1728 W. LARK DR. CHANDLER AZ 85286						
2.	NEW SQUARE LLC 2577 QUEEN CREEK RD STE 111 CHANDLER AZ 85248						
3.	AZ MANAGEMENT & INVESTMENTS LLC 11310 VALLEY BLVD EL MONTE CA 91731						
4.	PSCI INVESTMENTS LLC 77 W CHICAGO ST 6 Chandler, AZ 85225						
5.	LAVENUE LLC 560 N BENSON LN Chandler, AZ 85224						
6.	DOLEZAL DARIN JAMES/DEBORAH SUE 1212 S 124TH ST. CHANDLER AZ 85249						



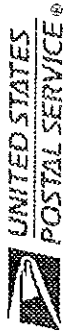
Certificate of Mailing — Firm

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USPS® Tracking Number Firm-specific Identifier	Address (Street, City, State, and ZIP Code™)	Postmaster, per (name of receiving employee)	Postage	Fee	Special Handling	Parcel Airtift
1.	MOUNTAIN FIELD LLC 8 S SAN MARCOS CHANDLER, AZ 85225					
2.	City of Chandler 175 S ARIZONA AVE CHANDLER, AZ 85225					
3.	DJS RENTALS LLC 67 W BOSTON CHANDLER AZ 85224					
4.	SABA BROTHERS RENTALS LLC 3270 N COLORADO ST CHANDLER, AZ 85224					
5.	LYREHC INVESTMENTS LLC/ALTAN DAN 2707 CONGRESS ST STE 1R SAN DIEGO CA 92110-2764					
6.						



Certificate of Mailing — Firm

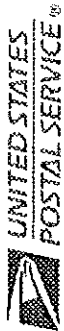
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USPS® Tracking Number Firm-specific Identifier		Address (Name, Street, City, State, and ZIP Code™)		Postage	Fee	Special Handling	Parcel Airlift
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Certificate of Mailing — Firm

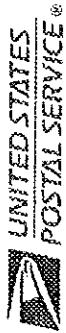
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USPS® Tracking Number Firm-specific Identifier		Postmaster, per (name of receiving employee)		Postage	Fee	Special Handling	Parcel Airtift
1. DC HEIGHTS WEST LLC							
105 AFFINITY LN							
BUFFALO NY 14215							
2. 95 WEST LLC							
77 W CHICAGO ST STE 8							
3. CHANDLER AZ 85225							
SABA DAVID JR TR/DJS RENTALS LLC							
67 W BOSTON							
4. CHANDLER AZ 85224							
OCHUN HOLDINGS LLC							
101 W BOSTON							
5. CHANDLER AZ 85224							
BOSTON PROPERTIES LLC							
6. PO BOX 2120							
QUEEN CREEK AZ 85142							

DOWNTOWN DEVELOPMENT LLC
18541 E MARY ANN WAY
QUEEN CREEK AZ 85142



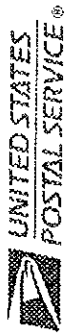
Certificate of Mailing — Firm

Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here <i>Postmark with Date of Receipt.</i>			
Postmaster, per (name of receiving employee)						
USPS Tracking Number Firm-specific Identifier			Postage	Fee	Special Handling	Parcel Airtift
1.	AP AJ LLC 802 Gervais Columbia, SC 29201 Jack in the Box 9357 SPECTRUM CENTER BLVD SAN DIEGO CA 92123					
2.	SAN TAN 8 S SAN MARCOS CHANDLER AZ 85225					
3.	D AND B RENTAL PROPERTIES LLC 67 W BOSTON CHANDLER AZ 85224					
4.	FULLER R RANDALL 128 W BOSTON ST. CHANDLER AZ 85224					
5.	THOMAS HOLDINGS LLC 5101 N CASA BLANCA DR UNIT 317 PARADISE VALLEY AZ 85253					



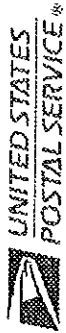
Certificate of Mailing — Firm

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USPS® Tracking Number Firm-Specific Identifier		Postmaster, per (name of receiving employee)		Postage	Fee	Special Handling	Parcel Airtift
1. 11310 VALLEY BLVD. EL MONTE CA 91731 Hall Investments							
2. 620 W SAN MARCOS DR. CHANDLER AZ 85225							
3. BOSTON STREET PROPERTIES LLC 11308 E. CHESTNUT DR. CHANDLER AZ 85249							
4. Hall Investments 620 W SAN MARCOS DR. CHANDLER AZ 85225							
5. LESTER HOSPITALITY - CHANDLER LLC PO BOX 9188 RAPID CITY SD 57709							
6. One Chandler 510 S NEIL ST Champaign, IL 61820							



Certificate of Mailing — Firm

Name and Address of Sender		TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.			
USPS® Tracking Number Firm-specific Identifier		Address (Name, Street, City, State, and ZIP Code™)		Postage	Fee	Special Handling	Parcel Airtel
1. _____		QWEST CORPORATION 1801 CALIFORNIA STREET 25TH FLOOR DENVER CO 80202					
2. _____		One Chandler 404 S. Wells Chicago, IL 60607					
3. _____		55 North 3821 N 54TH CT PHOENIX AZ 85018					
4. _____		DESERT VIKING-DOWNTOWN CHANDLER I LLC 3002 E. WASHINGTON ST., PHOENIX AZ 85034					
5. _____		AP S SAN MARCOS PL LLC 1616 CAMDEN RD STE 210 CHARLOTTE NC 28203					
6. _____							



Certificate of Mailing — Firm

Name and Address of Sender		TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.	
USPS® Tracking Number Firm-specific Identifier		Postmaster, per (name of receiving employee)			
1.	EXQUISITE PROPERTIES LLC 3105 W MATTHEW DR. PHOENIX AZ 85027			Postage	Fee
2.	EXQUISITE PROPERTIES LLC 3105 W MATTHEW DR. PHOENIX AZ 85027				
3.	NIGHTWALK LLC 24416 S SUNBROOK DR SUN LAKES, AZ 85248				
4.	SPIKE LAWRENCE VENTURES 1 LLC 2577 QUEEN CREEK RD STE 111 CHANDLER AZ 85248				
5.	229 S OREGON ST LLC 748 W PARK AVE Chandler, AZ 85225				
6.					

NOTICE OF HEARING ON ASSESSMENT

TO THE PROPERTY OWNERS AND ALL PERSONS CLAIMING AN INTEREST IN ANY PROPERTY WITHIN THE DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT IN THE CITY OF CHANDLER, ARIZONA.

NOTICE IS HEREBY GIVEN of the time fixed for hearing and passing upon the annual assessments and proceedings heretofore had and taken for enhanced municipal services in the City of Chandler, Arizona (the "City") as described in Resolution of Intention No. 3905 (the "Resolution of Intention").

Pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically A.R.S. § 48-575, and all amendments thereto, PUBLIC NOTICE IS HEREBY GIVEN that the Mayor and Council of the City made a statement and estimate of all annual expenses for the Downtown Chandler Enhanced Municipal Services District (the "District") for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and assessed the total cost thereof against the lots within the District. The work proposed to be done in the District is described in the Resolution of Intention on file with the Clerk of the City and in the Plans and Specifications therefore on file with the Clerk of the City, to which Resolution, Plans and Specifications reference is hereby made for a more particular description of the work.

NOTICE IS FURTHER GIVEN that the Mayor and Council have fixed the time and place of hearing and passing upon the said assessments and proceedings heretofore had and taken with respect thereto at:

TIME:	6:00 p.m.
DATE:	May 23, 2024
LOCATION:	Council Chambers City Hall 88 E. Chicago Street Chandler, Arizona 85225

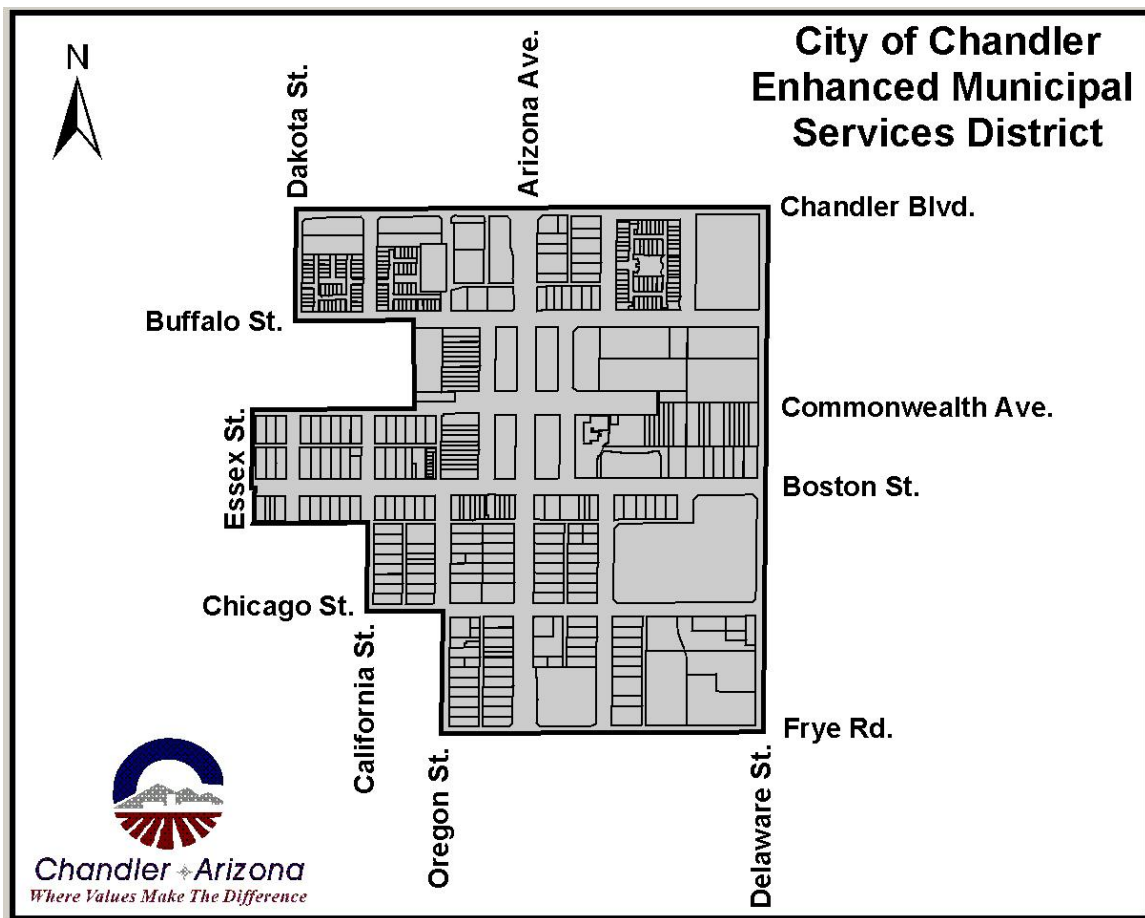
The property assessed to pay for said improvement comprises all lots included within the District in said City as described in the Resolution of Intention. The area subject to assessment is shown on the map below.

Any property owner and all other persons directly interested in the work or in the assessment having any objection to the legality of the assessment or to any of the previous proceedings connected therewith, may, at any time prior to the time fixed for said hearing, file with the City Clerk a written notice briefly specifying the grounds for such objection and at the time fixed for said hearing or at a time or times not later than ten (10) days thereafter, to which such hearing may be postponed, the Mayor and City Council will hear and pass upon all objections so made and filed.

All decisions and determinations of the Mayor and Council upon the hearing aforesaid will be final and conclusive upon all persons entitled to object as to all errors, informalities and irregularities which the Mayor and Council might have remedied or avoided at any time during the progress of the proceedings.

/s/ Dana DeLong

CITY CLERK



**City Council Memorandum Management Services Memo No. 24-087**

Date: May 23, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Matthew Dunbar, Budget and Policy Assistant Director
Subject: Tentative Budget Adoption

Proposed Motion:

Move City Council pass and adopt Resolution No. 5800, adopting the FY 2024-25 Tentative Budget and 2025-2034 Tentative CIP and giving notice of the dates and times for hearing taxpayers for final adoption of the budget and for setting the tax levies and tax rates.

Background:

Resolution No. 5800 will adopt the FY 2024-25 Tentative Budget and the State Auditor General Schedules (budget forms), as prescribed by Arizona Revised Statutes 42-17101 and 42-17102. The Tentative Budget sets the total expenditure amount for the fiscal year.

As required, the budget forms will be published in the Arizona Republic newspaper, as will a notice that the City Council will meet on June 13, 2024, at 6:00 p.m., for the purpose of a public hearing and for final adoption of the FY 2024-25 Budget, and will further meet for the purpose of setting the tax levies on June 27, 2024, at 6:00 p.m.

Discussion:

In summary, the FY 2024-25 Budget totals \$1,629,072,684 and includes funding for departmental operating budgets of \$527,082,614 (32.4% of total budget), funding for bond debt service of \$81,117,324 (5%); budget for equipment, technology, and vehicle replacements of \$10,756,580 (0.7%); and contingencies and reserves in the amount of \$133,605,116 (8.2%) in various funds. The capital budget totals \$876,511,050 (53.8%) and includes \$238,934,596 in new appropriation, capital carryforward of \$637,126,454, and contingency and reserve funding of \$450,000. The total budget represents a 1.6% decrease from FY 2023-24.

Included in the projected operating revenues of \$684,264,968 is revenue from a property tax levy of \$44,723,790 based on a reduced rate of \$1.0826 per \$100 assessed property valuation, the majority of which (\$0.87) funds the debt service on General Obligation bonds that fund capital projects. The proposed budget includes a reduction in the primary property tax rate for the ninth consecutive year and no anticipated increases in transaction privilege tax rates.

The Proposed Budget, as provided at the all-day Budget Briefing on April 26, 2024, is currently online. Since that day, three minor corrections have been incorporated, which included shifting \$30,000 from ongoing to one-time of a Neighborhood Resources Department's budget request; an increase to the Diversity, Equity and Inclusion Division's special events' appropriation of \$35,000 to match the sponsorship revenue already in the budget and, conversely, a reduction of contingency; and a reversal of a Council Contingency entry that reinstated the original total by \$21,000. The resulting Proposed (Tentative) Budget and Resolution, budget forms, and 2025-2034 Tentative CIP are also available for public review and inspection on the City's official website (<http://www.chandleraz.gov/budget>) or by calling the Budget Division at 480-782-2254.

As in past years, Section 4 of the Resolution includes certain delegations to the City Manager or designee to transfer funds for specific administrative purposes such as year-end encumbrances, capital project carryforward, and the allocation of personnel budgets to departments following final approval of memorandums of understanding (MOUs) and general employee merit and market adjustments. There are no changes to the delegations.

Financial Implications:

The Tentative Budget adoption sets the total FY 2024-25 budget (expenditure limitation), which once approved cannot increase. The purpose of the budget is to set the legal spending authority for the new fiscal year after public input and feedback.

Attachments

Resolution 5800

Auditor General Budget Forms

RESOLUTION NO. 5800

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA, ADOPTING THE TENTATIVE ESTIMATES OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF CHANDLER FOR THE FISCAL YEAR 2024-25, ADOPTING A TENTATIVE BUDGET, SETTING FORTH THE RECEIPTS AND EXPENDITURES, THE AMOUNTS ACTUALLY LEVIED AND THE AMOUNTS ESTIMATED AS COLLECTIBLE FOR THE PREVIOUS FISCAL YEAR, THE AMOUNT PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES, GIVING NOTICE OF THE DATES AND TIMES FOR HEARING TAXPAYERS, FOR FINAL ADOPTION OF BUDGET, AND FOR SETTING THE TAX LEVIES AND TAX RATES AND ADOPTING A TENTATIVE 2025-2034 CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF CHANDLER.

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

- Section 1. That the statements/exhibits herein contained are hereby adopted for the purpose as hereinafter set forth as the Tentative Budget for the City of Chandler, Arizona, for the Fiscal Year (FY) 2024-25.
- Section 2. That the City Clerk be and is hereby authorized and directed to publish in the manner prescribed by law the estimates of expenditures, as hereinafter set forth, together with a notice that the City Council will meet for the purpose of final hearing of taxpayers and for adoption of the FY 2024-25 Annual Budget for the City of Chandler, Arizona, on the 13th day of June, 2024, at the hour of 6:00 p.m., in the Council Chambers, 88 East Chicago Street, Chandler, Arizona, and will further meet for the purpose of making tax levies on the 27th day of June, 2024, at the hour of 6:00 p.m., in the Council Chambers, 88 East Chicago Street, Chandler, Arizona.
- Section 3. That Section 5.07 of the Chandler City Charter requires the City Manager to prepare and submit a Five-Year Capital Improvement Program; and the City Manager has prepared and submitted a Ten-Year Capital Improvement Program to the City Council for its tentative adoption; and the Council has duly considered the contents of said Capital Improvement Program and finds it to be in the best interest of the City of Chandler to tentatively adopt a ten-year improvement program.
- Section 4. That the City of Chandler adopt an Expenditure Control Budget System (ECB) wherein the budget for specific functions may increase annually by a percent increase based on an adjustment factor which can be derived from growth and inflation or other economic factors, if funds are available to do so. Budgets may also change by Departments submitting budget requests based on specific service

needs, or remain constant based on economic factors. Additionally, the following delegations to the City Manager or City Manager's designee are defined:

- a. Current personnel policies and practices, including salary schedules and benefits previously approved by the City Council are to continue except as hereinafter changed by separate action. The classification plan may be amended by the City Manager from time to time to create or abolish classes or positions. The City Manager shall assign each new classification a grade in the salary schedule so that all positions substantially similar with respect to duties, responsibilities, authority, and character of work receive the same schedules of compensation;
- b. Consistent with the responsibilities, duties, authority and performance of the employee, the City Manager may assign employees a salary within the salary rate schedules approved by the City Manager;
- c. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental, salary accounts to the various departmental salary accounts in the appropriate funds and departments;
- d. The City Manager or City Manager's designee is authorized to transfer part or all of any unencumbered appropriation balance among divisions within a department. Upon written request by the City Manager, the City Council may transfer part or all of any unencumbered appropriation balance from one department to another;
- e. The City Manager or City Manager's designee is authorized to transfer part or all of any encumbrance or carryforward reserve within or to a department's budget within or to another fund if necessary;
- f. The City Manager or City Manager's designee is authorized to transfer all or part of savings from prior appropriations in a department's budget from the non-departmental contingency reserves to the appropriate department;
- g. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental, fuel and utility reserve accounts to the various departmental fuel and utility accounts in the appropriate funds and departments;
- h. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental lump sum agreement account to a department or departments to utilize these funds on a specific capital project or other improvement;

- i. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental grant or grant match contingency reserve account to the various departments upon the City's receipt and acceptance of federal, state, or local grants;
- j. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental vehicle replacement contribution reserve account to the vehicle replacement contribution account in the appropriate funds and department cost centers;
- k. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental technology reserve account to the appropriate funds and department cost centers;
- l. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental fire academy/paramedic school education and training reserve account to the appropriate funds and department cost centers;
- m. The funds appropriated by the resolution are authorized to be expended as necessary and proper for municipal purposes;
- n. In the event that revenues collected are less than appropriated projected revenues, the City Manager or City Manager's designee is authorized to reduce expenditure appropriation accordingly;
- o. In accordance with A.R.S., Section 9-500.04E, Council elects to exercise a waiver of the minimum fleet conversion requirement to alternative fuel;

Section 5. That money from any fund may be used for any of these appropriations, except money specifically restricted by State law or by City Code or resolution.

Section 6. That the statement/exhibits of the tentative budget, as described in Schedules A through G below, are attached hereto and by reference adopted herein.

Schedule A	Summary Schedule of Estimated Revenues and Expenditures/ Expenses
Schedule B	Summary of Tax Levy and Tax Rate Information
Schedule C	Summary by Fund Type of Revenues Other Than Property Taxes
Schedule D	Summary by Fund Type of Other Financing Sources/ <Uses> and Interfund Transfers
Schedule E	Summary by Department of Expenditures/Expenses Within Each Fund Type
Schedule F	Summary by Department of Expenditures/Expenses
Schedule G	Full-Time Employees and Personnel Compensation

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of May, 2024.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY THAT THE above and foregoing Resolution No. 5800 was duly passed by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of May, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

JMB

City of Chandler
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2025

Fiscal year	S c h		Funds							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2024	Adopted/adjusted budgeted expenditures/expenses*	E 1	440,788,775	104,342,587	41,742,256	587,748,960	0	423,578,958	58,072,849	1,656,274,385
2024	Actual expenditures/expenses**	E 2	365,203,467	58,359,668	40,842,543	73,579,161	0	160,530,013	50,211,235	748,726,087
2025	Beginning fund balance/(deficit) or net position/(deficit) at July 1***	3	192,728,236	30,702,650	327,530	476,830,081	0	163,147,401	8,855,164	872,591,062
2025	Primary property tax levy	B 4	8,624,326							8,624,326
2025	Secondary property tax levy	B 5			35,312,508					35,312,508
2025	Estimated revenues other than property taxes	C 6	351,077,193	67,590,250	787,560	44,017,491	0	216,185,794	32,886,500	712,544,788
2025	Other financing sources	D 7	0	0	0	0	0	0	0	0
2025	Other financing (uses)	D 8	0	0	0	0	0	0	0	0
2025	Interfund transfers in	D 9	9,182,282	431,000	10,500,000	144,102,190	0	24,605,656	13,264,992	202,086,120
2025	Interfund Transfers (out)	D 10	169,743,695	135,483	0	17,100,714	0	15,083,675	22,553	202,086,120
2025	Line 11: Reduction for fund balance reserved for future budget year expenditures									
	Maintained for future debt retirement									0
	Maintained for future capital projects									0
	Maintained for future financial stability									0
										0
										0
2025	Total financial resources available	12	391,868,342	98,588,417	46,927,598	647,849,048	0	388,855,176	54,984,103	1,629,072,684
2025	Budgeted expenditures/expenses	E 13	391,868,342	98,588,417	46,927,598	647,849,048	0	388,855,176	54,984,103	1,629,072,684

Expenditure limitation comparison

- 1 Budgeted expenditures/expenses
- 2 Add/subtract: estimated net reconciling items
- 3 Budgeted expenditures/expenses adjusted for reconciling items
- 4 Less: estimated exclusions
- 5 Amount subject to the expenditure limitation
- 6 EEC expenditure limitation

	2024	2025
1	\$ 1,656,274,385	\$ 1,629,072,684
2		
3	1,656,274,385	1,629,072,684
4		
5	\$ 1,656,274,385	\$ 1,629,072,684
6	\$ 1,656,274,385	\$ 1,629,072,684

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Chandler
Tax levy and tax rate information
Fiscal year 2025

	<u>2024</u>	<u>2025</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>22,839,839</u>	\$ <u>23,732,076</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ <u> </u>	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>8,582,038</u>	\$ <u>8,624,326</u>
Property tax judgment		
B. Secondary property taxes	<u>33,541,656</u>	<u>35,312,508</u>
Property tax judgment		
C. Total property tax levy amounts ⁽¹⁾	\$ <u>42,123,694</u>	\$ <u>43,936,834</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>8,582,038</u>	
(2) Prior years' levies ⁽²⁾ <input type="checkbox"/>	<u>50,000</u>	
(3) Total primary property taxes	\$ <u>8,632,038</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>33,541,656</u>	
(2) Prior years' levies ⁽²⁾ <input type="checkbox"/>	<u>200,000</u>	
(3) Total secondary property taxes	\$ <u>33,741,656</u>	
C. Total property taxes collected	\$ <u>42,373,694</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.2226</u>	<u>0.2126</u>
Property tax judgment		
(2) Secondary property tax rate	<u>0.8700</u>	<u>0.8700</u>
Property tax judgment		
(3) Total city/town tax rate	<u>1.0926</u>	<u>1.0826</u>
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city was not operating <u>any</u> special assessment districts for which secondary property taxes are levied. For information pertaining any special assessment districts and their tax rates, please contact the city.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Chandler
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
General Fund			
Local taxes			
Franchise Fees	\$ 3,471,000	\$ 3,550,000	\$ 3,650,000
Property Taxes (prior year's levies)	50,000	50,000	50,000
Transaction Privilege License Taxes/Fees	196,758,400	201,643,500	197,808,400
Licenses and permits			
Building Division Permits	7,665,000	7,765,000	7,365,000
Miscellaneous Licenses	1,028,300	1,012,300	1,113,300
Intergovernmental			
State			
Smart and Safe Shared Revenue	1,100,000	1,100,000	1,308,000
State Shared Sales Taxes	39,000,000	40,500,000	41,500,000
Urban Revenue Sharing	74,000,000	74,148,000	60,100,000
County			
Auto Lieu Taxes	13,000,000	13,000,000	13,500,000
Charges for services			
Engineering Fees	1,508,700	1,769,300	2,538,658
Library Revenues	321,500	329,800	334,800
Parks and Recreation Fees	3,342,086	3,499,848	3,597,350
Planning Fees	299,100	224,362	258,300
Public Safety Miscellaneous Revenue	5,949,502	6,386,250	7,016,200
Fines and forfeits			
Court Fines	3,380,400	3,551,700	3,486,000
Library Fines	10,000	17,500	17,400
Miscellaneous Violation Fines	149,700	132,131	154,000
Interest on investments			
Interest on Investments	3,818,000	4,150,900	3,777,000
In-lieu property taxes			
Voluntary Contributions	99,573	99,573	109,396
Miscellaneous			
Leases	144,000	160,000	160,000
Other Receipts	1,922,401	2,052,646	2,556,889
Property Rentals	69,400	67,050	66,500
Sale of Fixed Assets	410,000	345,000	610,000
Total General Fund	\$ 357,497,062	\$ 365,554,860	\$ 351,077,193

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Chandler
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
Special revenue funds			
Forfeiture Fund			
Police Forfeiture Reimbursement	750,000	750,000	750,000
	\$ 750,000	\$ 750,000	\$ 750,000
Proposition 400 Fund			
Regional Transportation Sales Taxes	60,000		
Interest on Investments	60,000		
	\$ 60,000	\$	\$
Highway User Revenue Fund			
Highway Users Taxes	17,000,000	17,700,000	17,000,000
Interest on Investments	606,000	720,300	669,000
	\$ 17,606,000	\$ 18,420,300	\$ 17,669,000
Local Transportation Assistance Fund			
HB2565 RPTA Grant Funds	673,600	699,600	699,600
Bus Shelter Revenue	159,600	163,000	160,000
Interest on Investments	85,000	100,600	94,000
	\$ 918,200	\$ 963,200	\$ 953,600
Grant Funds			
Grants-In-Aid	20,037,400	10,000,000	5,102,000
Community Development Block Grant	5,680,000	5,680,000	3,280,000
Housing Urban Development	28,770,000	28,971,000	36,381,000
Public Housing Authority	3,075,000	3,075,000	3,075,000
Interest on Investments	154,000	173,800	165,000
	\$ 57,716,400	\$ 47,899,800	\$ 48,003,000
Expendable Trust Funds			
Library Trust	85,300	192,300	75,300
Museum Trust	1,100	1,000	50
Parks and Recreation Trust	119,300	48,900	131,300
Interest on Investments	8,000	8,400	8,000
	\$ 213,700	\$ 250,600	\$ 214,650
Total special revenue funds	\$ 77,264,300	\$ 68,283,900	\$ 67,590,250
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
Debt service funds			
Property Taxes (prior year's levies)	200,000	200,000	200,000
Voluntary Contributions	389,168	389,168	427,560
Interest on Investments	175,000	165,300	160,000
	\$ 764,168	\$ 754,468	\$ 787,560
Total debt service funds	\$ 764,168	\$ 754,468	\$ 787,560

City of Chandler
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
Capital projects funds			
System Development Fees			
Arterial Streets	6,000,000	3,000,000	3,000,000
Library	115,000	15,000	
Parks	449,000	725,000	449,000
Public Building	277,000	175,000	277,000
Public Safety - Fire	553,000	300,000	553,000
Public Safety - Police	312,000	100,000	312,000
Wastewater	10,100,300	4,700,000	3,950,300
Water	6,300,000	3,175,000	3,400,000
Capital Grants	46,667,193	16,606,135	24,378,654
Capital Replacement	440,696	440,696	506,148
Interest on Investments	2,328,000	3,946,500	3,810,800
Municipal Arts Contributions	173,987	173,987	
Sale of Fixed Assets	300,000		300,000
Other Receipts (Developer Contributions)		2,444,633	
Vehicle Replacement	2,865,598	2,865,598	3,080,589
	<u>\$ 76,881,774</u>	<u>\$ 38,667,549</u>	<u>\$ 44,017,491</u>

Total capital projects funds \$ 76,881,774 \$ 38,667,549 \$ 44,017,491

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Enterprise funds

Airport Services	984,988	1,166,000	1,217,988
Reclaimed Water Services	1,656,500	1,526,635	1,700,000
Solid Waste Services	18,751,994	19,302,848	19,334,816
Wastewater Services	157,550,949	107,638,614	129,984,062
Water Services	54,582,073	56,479,306	60,636,928
Interest on Investments	2,818,000	3,179,200	3,312,000
	<u>\$ 236,344,504</u>	<u>\$ 189,292,603</u>	<u>\$ 216,185,794</u>

Total enterprise funds \$ 236,344,504 \$ 189,292,603 \$ 216,185,794

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Internal service funds

Self-Insurance Premiums	33,055,000	31,154,800	30,942,500
Other Receipts	210,000	413,725	535,000
Interest on Investments	1,362,000	1,810,100	1,409,000
	<u>\$ 34,627,000</u>	<u>\$ 33,378,625</u>	<u>\$ 32,886,500</u>

Total internal service funds \$ 34,627,000 \$ 33,378,625 \$ 32,886,500

Total all funds \$ 783,378,808 \$ 695,932,005 \$ 712,544,788

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Chandler
Other financing sources/(uses) and interfund transfers
Fiscal year 2025

Fund	Other financing 2025		Interfund transfers 2025	
	Sources	(Uses)	In	(Out)
General Fund				
General Fund	\$	\$	\$ 9,182,282	\$ 169,743,695
Total General Fund	\$	\$	\$ 9,182,282	\$ 169,743,695
Special revenue funds				
Proposition 400	\$	\$	\$	\$
Highway User Revenue				133,747
Local Transportation Assistance				1,736
Grants				
Housing			431,000	
Total special revenue funds	\$	\$	\$ 431,000	\$ 135,483
Debt service funds				
Genral Obligation Debt Service	\$	\$	\$ 10,500,000	\$
Total debt service funds	\$	\$	\$ 10,500,000	\$
Capital projects funds				
General Government Capital Projects	\$	\$	\$ 138,980,900	\$
Arterial Street Impact Fees				10,000,000
Computer Replacement			4,621,290	
Capital Grants				
Park Bonds				
Park Impact Fees				500,000
Library Impact Fees				
Library Bonds				
Museum Bonds				
Public Faciltiy Bonds				
Public Building Impact Fees				100,000
Public Safety Bonds - Fire				
Public Safety Impact Fees - Fire				350,000
Public Safety Bonds - Police				
Public Safety Impact Fees - Police				200,000
Reclaimed Water System Development Fees				500,000
Street Bonds				
Storm Sewer General Obligation Bonds				
Wastewater Bonds				
Wastewater System Development Fees			500,000	5,000,000
Water Bonds				
Water System Development Fees				450,714
Total capital projects funds	\$	\$	\$ 144,102,190	\$ 17,100,714
Enterprise funds				
Airport Operating	\$	\$	\$ 13,795,848	\$ 115,324
Reclaimed Water Operating			2,709,398	2,783,214
Solid Waste Operating				1,345,520
Wastewater Operating			6,260,896	4,464,800
Water Operating			1,839,514	5,672,987
Wastewater Industrial Process Treatment				701,830
Total enterprise funds	\$	\$	\$ 24,605,656	\$ 15,083,675
Internal service funds				
Self-Insurance Funds	\$	\$	\$ 13,264,992	\$ 22,553
Total Internal Service Funds	\$	\$	\$ 13,264,992	\$ 22,553
Total all funds	\$	\$	\$ 202,086,120	\$ 202,086,120

City of Chandler
Expenditures/expenses by fund
Fiscal year 2025

Fund/Department	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
General Fund				
City Clerk	\$ 836,937	\$ 240,609	1,066,869	1,491,484
City Magistrate	5,400,966	216,848	5,310,793	5,847,458
City Manager	20,359,467	1,216,153	19,371,904	21,407,302
Communications and Public Affairs	3,809,110	439,227	4,238,299	3,535,004
Community Services	33,452,125	2,456,451	35,249,925	34,953,712
Cultural Development	4,542,297	240,903	4,803,272	5,187,478
Development Services	10,980,344	451,996	11,108,055	13,044,834
Information Technology	21,304,000	2,852,635	23,131,898	24,028,446
Law	4,687,089	130,864	4,780,663	4,816,283
Management Services	8,188,881	333,091	8,283,849	8,924,130
Mayor and Council	1,262,159	36,740	1,235,651	1,288,723
Neighborhood Resources	6,700,823	3,499,582	8,146,922	10,262,729
Non-Departmental	100,261,981	(9,261,885)	76,319,517	29,419,697
Public Safety - Fire	44,819,411	3,730,244	48,826,048	48,798,146
Public Safety - Police	92,895,766	8,805,456	101,248,101	100,299,908
Public Works & Utilities	10,597,467	1,688,142	12,081,695	10,257,708
Contingency/Reserves	70,689,952	(17,427,025)		68,305,300
Total General Fund	\$ 440,788,775	\$ (349,969)	\$ 365,203,461	\$ 391,868,342
Special revenue funds				
Police Forfeiture Fund	\$	\$	\$	\$
Public Safety - Police	750,000	42,944	627,831	750,000
Contingency/Reserves	33,000	(33,000)		51,000
Development Services	803,232	77,891	876,602	847,508
Public Works & Utilities	36,080,333	(4,433,426)	18,278,475	29,817,113
Non-Departmental	269,600	(114,518)		329,084
Contingency/Reserves	976,000	4,470,053		508,000
City Manager	2,584,678	155,168	655,980	3,025,022
Public Works & Utilities	83,549	(83,549)		
Non-Departmental	300			300
Contingency/Reserves	56,000	(56,000)		3,097,000
City Magistrate		539,502	348,490	
City Manager	1,600,000	2,233,911	1,786,503	
Community Services	40,000	1,021,443	192,123	
Cultural Development		19,400		
Development Services		680,030	450,081	
Information Technology		3,506,653	2,078,094	
Law		11,400	11,400	
Management Services		569,288		
Mayor & Council		76,912		
Neighborhood Resources		4,696,246	3,960,278	
Public Safety - Fire		700,805	606,249	
Public Safety - Police		5,616,537	3,335,979	
Public Works & Utilities				
Non-Departmental				
Contingency/Reserves	21,397,400	(11,958,924)		14,658,976
Neighborhood Resources	3,358,879	461,332	3,247,972	3,414,733
Contingency/Reserves	2,321,121	(425,000)		1,085,000
Neighborhood Resources	29,780,121	903,939	21,735,985	38,456,236
Non-Departmental	85,000	(51,353)		102,845
Contingency/Reserves	3,809,116	(441,902)		2,005,954
Community Services	251,925	85,000	142,126	325,429
Cultural Development	55,333		25,500	55,013
Non-Departmental				204
Contingency/Reserves	7,000			59,000
Total special revenue funds	\$ 104,342,587	\$ 8,270,782	\$ 58,359,668	\$ 98,588,417
Debt service funds				
General Obligation Debt Service	\$ 41,367,104	\$	40,842,543	46,627,598
Contingency/Reserves	375,152			300,000

City of Chandler
Expenditures/expenses by fund
Fiscal year 2025

Fund/Department	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
Total debt service funds	\$ 41,742,256	\$	\$ 40,842,543	\$ 46,927,598
Capital projects funds				
City Manager	\$ 43,099,783	\$ (3,235,287)	3,867,336	56,864,799
Communications and Public Affairs				64,100
Community Services	93,519,617	(1,712,797)	10,754,715	86,469,956
Cultural Development	9,431,648	(270,562)	1,415,882	13,530,774
Development Services	11,481,720	(1,344,406)	1,476,033	13,815,911
Information Technology	16,459,914	(682,862)	1,575,283	24,315,569
Law				24,800
Management Services		54,145	54,145	44,300
Neighborhood Resources	78,658	(4,171)		74,487
Public Safety - Fire	13,587,335	(4,546,320)	3,708,621	5,247,802
Public Safety - Police	16,024,339	(2,249,399)	6,165,907	13,914,886
Public Works & Utilities	368,974,405	(40,552,970)	38,189,330	399,123,108
Non-Departmental	7,120,014	906,643	6,371,909	21,808,370
Contingency/Reserves	7,971,527	38,511,368		12,550,186
Total capital projects funds	\$ 587,748,960	\$ (15,126,618)	\$ 73,579,161	\$ 647,849,048
Enterprise funds				
City Manager	\$ 7,075,933	\$ (386,547)	1,762,304	14,865,390
Communications & Public Affairs				60,000
Information Technology	3,735,817	827,227	567,622	4,657,422
Public Works & Utilities	340,592,335	(6,041,136)	125,611,414	311,204,822
Non-Departmental	2,403,040	(551,010)	260,500	2,132,816
Contingency/Reserves	35,592,752	12,870,805		21,445,000
Debt Service	34,179,081		32,328,173	34,489,726
Total enterprise funds	\$ 423,578,958	\$ 6,719,339	\$ 160,530,013	\$ 388,855,176
Internal service funds				
Self-Insurance	\$	\$	\$	\$
City Manager	2,095,590	452,373	2,432,015	2,089,278
Law	7,644,602	302,273	7,182,185	7,862,612
Management Services	7,881,795	80,083	8,086,557	1,302,011
Non-Departmental	34,234,900	82,577	32,510,478	34,204,502
Contingency/Reserves	6,215,962	(430,840)		9,525,700
Total internal service funds	\$ 58,072,849	\$ 486,466	\$ 50,211,235	\$ 54,984,103
Total all funds	\$ 1,656,274,385	\$	\$ 748,726,081	\$ 1,629,072,684

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Chandler
Expenditures/expenses by department
Fiscal year 2025

Department/Fund	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
City Clerk				
General Fund	\$ 836,937	\$ 240,609	1,066,869	1,491,484
Department total	\$ 836,937	\$ 240,609	\$ 1,066,869	\$ 1,491,484
City Magistrate				
General Fund	\$ 5,400,966	\$ 216,848	5,310,793	5,847,458
Special Revenue Fund - Grant		539,502	348,490	
Department total	\$ 5,400,966	\$ 756,350	\$ 5,659,283	\$ 5,847,458
City Manager				
General Fund	\$ 20,359,467	\$ 1,216,153	19,371,904	21,407,302
Special Revenue Fund - LTAF	2,584,678	155,168	655,980	3,025,022
Special Revenue Fund - Grants	1,600,000	2,233,911	1,786,503	
Capital Projects Fund - Gen Gov't Capital Project	18,005,557	(2,974,480)	2,347,902	14,675,274
Capital Replacement Fund				18,500
Capital Projects Fund - Fleet	92,900	48,283	48,283	174,300
Capital Projects Fund - Grants	21,988,310	(259,467)	1,273,763	31,094,720
Capital Projects Fund - Bonds	3,013,016	(49,623)	197,388	10,902,005
Enterprise Fund - Water				100,000
Enterprise Fund - Airport	7,075,933	(386,547)	1,762,304	14,765,390
Internal Service Fund - Self Insurance	2,095,590	452,373	2,432,015	2,089,278
Department total	\$ 76,815,451	\$ 435,771	\$ 29,876,042	\$ 98,251,791
Communications and Public Affairs				
General Fund	\$ 3,809,110	\$ 439,227	4,238,299	3,535,004
Capital Projects Fund - Equipment				64,100
Capital Projects Fund - Equipment				60,000
Department total	\$ 3,809,110	\$ 439,227	\$ 4,238,299	\$ 3,659,104
Community Services				
General Fund	\$ 33,452,125	\$ 2,456,451	35,249,925	34,953,712
Special Revenue Fund - Grants	40,000	1,021,443	192,123	
Special Revenue Fund - Trust	251,925	85,000	142,126	325,429
Capital Projects Fund - Gen Gov't Capital Project	10,024,324	8,205,731	2,033,592	16,208,358
Capital Projects Fund - Fleet	62,000	107,854		430,800
Capital Projects Fund - Grants	10,255,689	(8,711,755)		1,543,934
Capital Projects Fund - Bonds	69,971,387	(1,314,628)	8,714,705	65,101,054
Capital Projects Fund - Impact Fees	3,206,217	1	6,418	3,185,810
Department total	\$ 127,263,667	\$ 1,850,097	\$ 46,338,889	\$ 121,749,097
Cultural Development				
General Fund	\$ 4,542,297	\$ 240,903	4,803,272	5,187,478
Special Revenue Fund - Grants		19,400		
Special Revenue Fund - Grants				84,000
Special Revenue Fund - Trust	55,333		25,500	55,013
Capital Projects Fund - Gen Gov't Capital Project	5,358,705	(324,108)	775,299	6,866,338
Capital Projects Fund - Grants	528,286	92,536	432,223	459,559
Capital Projects Fund - Municipal Art	301,665	56,665	191,900	390,000
Capital Projects Fund - Bonds	3,242,992	(95,655)	16,460	5,730,877
Department total	\$ 14,029,278	\$ (10,259)	\$ 6,244,654	\$ 18,773,265
Development Services				
General Fund	\$ 10,980,344	\$ 451,996	11,108,055	13,044,834
Special Revenue Fund - HURF	803,232	77,891	876,602	847,508
Special Revenue Fund - Grants		680,030	450,081	
Capital Projects Fund - Gen Gov't Capital Project	4,406,781	(63,477)	327,345	9,124,459
Capital Projects Fund - Fleet	35,100		31,230	50,000
Capital Projects Fund - Grants	5,109,005	(844,695)	824,549	3,439,761
Capital Projects Fund - Bonds	1,930,834	(436,234)	292,909	1,201,691
Department total	\$ 23,265,296	\$ (134,489)	\$ 13,910,771	\$ 27,708,253

City of Chandler
Expenditures/expenses by department
Fiscal year 2025

Department/Fund	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
Information Technology				
General Fund	\$ 21,304,000	\$ 2,852,635	23,131,898	24,028,446
Special Revenue Fund - Grants		3,506,653	2,078,094	
Capital Projects Fund - Gen Gov't Capital Project	16,459,914	(682,862)	1,575,283	24,275,769
Capital Projects Fund - Fleet				39,800
Enterprise Fund - Water	1,639,256	282,837	332,154	1,887,639
Enterprise Fund - Wastewater	1,327,351	326,634	141,281	1,743,684
Enterprise Fund - Solid Waste	753,854	217,756	94,187	1,010,743
Enterprise Fund - Airport	15,356			15,356
Department total	\$ 41,499,731	\$ 6,503,653	\$ 27,352,897	\$ 53,001,437
Law				
General Fund	\$ 4,687,089	\$ 130,864	4,780,663	4,816,283
Special Revenue Fund - Grants		11,400	11,400	
Special Revenue Fund - Grants				24,800
Internal Service Fund - Self Insurance	7,644,602	302,273	7,182,185	7,862,612
Department total	\$ 12,331,691	\$ 444,537	\$ 11,974,248	\$ 12,703,695
Management Services				
General Fund	\$ 8,188,881	\$ 333,091	8,283,849	8,924,130
Special Revenue Fund - Grants		569,288		
Capital Projects Fund - Fleet		54,145	54,145	44,300
Internal Service Fund - Self Insurance	101,082	1,998	99,900	111,884
Internal Service Fund - Uninsured Liability	7,780,713	78,085	7,986,657	1,190,127
Department total	\$ 16,070,676	\$ 1,036,607	\$ 16,424,551	\$ 10,270,441
Mayor and Council				
General Fund	\$ 1,262,159	\$ 36,740	1,235,651	1,288,723
Special Revenue Fund - Grants		76,912		
Department total	\$ 1,262,159	\$ 113,652	\$ 1,235,651	\$ 1,288,723
Neighborhood Resources				
General Fund	\$ 6,700,823	\$ 3,499,582	8,146,922	10,262,729
Special Revenue Fund - Grants	33,119,000	6,073,115	28,944,235	41,852,631
Capital Projects Fund - Grants	78,658	(4,171)		74,487
Department total	\$ 39,898,481	\$ 9,568,526	\$ 37,091,157	\$ 52,189,847
Non-Departmental - Includes Contingencies				
General Fund	\$ 170,951,933	\$ (26,688,910)	76,319,517	97,724,997
Special Revenue Fund - Police Forfeiture	33,000	(33,000)		51,000
Special Revenue Fund - HURF	1,245,600	4,355,535		837,084
Special Revenue Fund - LTAF	56,300	(56,000)		3,097,300
Special Revenue Fund - Grants	27,632,637	(12,888,777)		17,871,113
Special Revenue Fund - Trust	7,000			59,204
Debt Service - General Obligation	375,152			300,000
Capital Projects Fund - Gen Gov't Capital Project	2,212,216	6,878,391	634,285	16,728,770
Capital Projects Fund - Equip/Tech/Fleet	10,592,914	(2,399,363)	5,699,743	14,972,647
Capital Projects Fund - Grants		8,616,282		
Capital Projects Fund - Municipal Art	31,000	(31,000)		230,000
Capital Projects Fund - Bonds	114,200	19,868,966		277,600
Capital Projects Fund - Impact/System Dev Fees	2,141,211	6,555,076	37,881	2,149,539
Enterprise Fund - Water	16,006,355	(3,996,306)	125,000	9,574,313
Enterprise Fund - Reclaimed Water	674,800	(84,806)	2,000	628,149
Enterprise Fund - Wastewater	17,605,237	16,269,429	112,000	9,772,704
Enterprise Fund - Solid Waste	3,527,300	(277,185)	20,500	3,484,884
Enterprise Fund - Airport	182,100	408,663	1,000	117,766
Internal Service Fund - Self Insurance	39,780,962	(324,710)	32,510,478	41,434,198
Internal Service Fund - Uninsured Liability	669,900	(93,894)		2,296,004
Department total	\$ 293,839,817	\$ 16,078,391	\$ 115,462,404	\$ 221,607,272

City of Chandler
Expenditures/expenses by department
Fiscal year 2025

Department/Fund	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
Public Safety - Fire				
General Fund	\$ 44,819,411	\$ 3,730,244	48,826,048	48,798,146
Special Revenue Fund - Grants		700,805	606,249	
Capital Projects Fund - Fleet	362,100		30,988	333,900
Capital Projects Fund - Grants	1,340,000			680,000
Capital Projects Fund - Gen Gov't Capital Project	4,160,965	224,689	2,039,055	2,919,219
Capital Projects Fund - Bonds	7,724,270	(4,771,009)	1,638,578	1,314,683
Department total	\$ 58,406,746	\$ (115,271)	\$ 53,140,918	\$ 54,045,948
Public Safety - Police				
General Fund	\$ 92,895,766	\$ 8,805,456	101,248,101	100,299,908
Special Revenue Fund - Police Forfeiture	750,000	42,944	627,831	750,000
Special Revenue Fund - Grants		5,616,537	3,335,979	
Capital Projects Fund - Gen Gov't Capital Project	9,468,110	(3,181,882)	4,450,823	4,074,405
Capital Projects Fund - Equipment/Fleet	5,068,400	1,213,435	1,073,608	4,016,080
Capital Projects Fund - Bonds	1,487,829	(280,952)	641,476	5,824,401
Department total	\$ 109,670,105	\$ 12,215,538	\$ 111,377,818	\$ 114,964,794
Public Works & Utilities				
General Fund	\$ 10,597,467	\$ 1,688,142	12,081,695	10,257,708
Special Revenue Fund - HURF	36,080,333	(4,433,426)	18,278,475	29,817,113
Special Revenue Fund - LTAF	83,549	(83,549)		
Special Revenue Fund - Grants				
Capital Projects Fund - Gen Gov't Capital Project	57,882,555	(13,197,970)	9,234,462	44,108,308
Capital Projects Fund - Fleet	1,455,000	604,900	372,202	690,500
Capital Projects Fund - Grants	57,555,608	(7,071,730)	6,408,873	52,219,776
Capital Projects Fund - Bonds	206,345,219	(14,889,394)	17,462,375	256,191,728
Capital Projects Fund - Impact/System Dev Fees	45,736,023	(6,069,117)	4,711,418	45,912,796
Enterprise Fund - Water	69,864,389	7,352,443	43,714,403	80,388,349
Enterprise Fund - Reclaimed Water	1,534,091	84,806	1,760,059	1,940,021
Enterprise Fund - Wastewater	247,601,930	(13,467,473)	61,804,803	205,000,978
Enterprise Fund - Solid Waste	21,591,925	59,429	18,332,149	23,875,474
Department total	\$ 756,328,089	\$ (49,422,939)	\$ 194,160,914	\$ 750,402,751
Debt Service				
Debt Service - General Obligation	\$ 41,367,104		40,842,543	46,627,598
Enterprise Fund - Water	15,749,298		14,191,205	15,469,937
Enterprise Fund - Wastewater	18,429,783		18,136,968	19,019,789
Department total	\$ 75,546,185	\$	\$ 73,170,716	\$ 81,117,324
Total All Departments	1,656,274,385		748,726,081	1,629,072,684

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Chandler
Full-time employees and personnel compensation
Fiscal year 2025

Fund	Full-time equivalent (FTE) 2025	Employee salaries and hourly costs 2025	Retirement costs 2025	Healthcare costs 2025	Other benefit costs 2025	Total estimated personnel compensation 2025
General Fund	1,475.94	\$ 164,113,110	38,945,588	21,159,160	17,886,071	242,103,929
Special revenue funds						
Highway User Revenue	51.25	4,008,403	508,912	673,134	384,203	5,574,652
Local Transportation Assistance		35,087	4,305	15,587	2,719	57,698
HOME Program	0.62	124,692	16,018	27,815	12,446	180,971
Community Development Block Grants	4.50	372,483	46,304	28,778	35,763	483,328
PHA Family Sites	6.00	455,393	54,122	79,454	43,185	632,154
PHA Elderly & Scattered Sites	3.45	269,162	30,975	51,347	25,883	377,367
PHA Management	5.35	562,279	69,170	81,344	52,809	765,602
PHA Family Self Sufficiency	2.00	163,375	20,697	36,218	16,253	236,543
PHA Section 8	4.30	325,038	39,342	56,351	31,640	452,371
PHA Capital Fund Program		23,598	912	1,140	1,894	27,544
Proceeds Reimbursement Projects	0.44	59,991	7,924	9,129	6,075	83,119
Museum Trust		1,182	46	57	88	1,373
Parks and Recreation Trust		4,802	186	232	454	5,674
Total special revenue funds	77.91	\$ 6,405,485	\$ 798,913	\$ 1,060,586	\$ 613,412	\$ 8,878,396
Capital projects funds						
In-House Capital	18.80	2,060,893	261,533	222,443	178,256	2,723,125
Total capital projects funds	18.80	\$ 2,060,893	\$ 261,533	\$ 222,443	\$ 178,256	\$ 2,723,125
Enterprise funds						
Water Operating	99.19	9,269,794	1,142,919	1,461,494	860,345	12,734,552
Reclaimed Water Operating	6.06	492,474	63,359	69,289	48,020	673,142
Wastewater Operating	61.85	5,797,405	707,882	850,629	541,384	7,897,300
WW Industrial Process Treatment	18.00	1,677,411	208,861	236,035	165,104	2,287,411
Solid Waste Operating	22.00	1,553,005	194,986	347,157	130,713	2,225,861
Airport Operating	7.00	682,262	86,518	64,022	69,489	902,291
Total enterprise funds	214.10	\$ 19,472,351	\$ 2,404,525	\$ 3,028,626	\$ 1,815,055	\$ 26,720,557
Internal service funds						
Workers' Compensation Self Insurance	4.55	442,117	56,480	78,440	36,549	613,586
Insured Liability Self Insurance	4.00	426,112	54,030	65,824	34,906	580,872
Uninsured Liability Self Insurance	5.00	455,051	59,017	64,698	38,039	616,805
Short Term Disability Self Insurance	0.40	39,825	5,043	4,364	231,268	280,500
Medical Self Insurance	3.30	358,171	45,555	35,333	302,159	741,218
Total internal service fund	17.25	\$ 1,721,276	\$ 220,125	\$ 248,659	\$ 642,921	\$ 2,832,981
Total all funds	1,804.00	\$ 193,773,115	\$ 42,630,684	\$ 25,719,474	\$ 21,135,715	\$ 283,258,988

**City Council Memorandum Management Services Memo No. MS 24-096**

Date: May 23, 2024
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Contracts and Agreements Administratively Approved, Month of April 2024

Background/Discussion

On November 7, 2022, City Council adopted Ordinance No. 5030 amending the Code of the City of Chandler, Chapter 3, raising the threshold for Council approval of contracts and agreements for materials, services, equipment, and construction from \$50,000 to \$100,000. The threshold for Council approval of contracts and agreements for professional services was raised from \$30,000 to \$100,000. The changes allow contracts and agreements valued less than \$100,000 to be approved administratively. As part of the changes, Council requested a monthly summary of contracts and agreements approved under the newly adopted thresholds that would have required Council approval under the previous thresholds. The attached report summarizes the administratively approved contracts and agreements for materials, services, equipment, and construction valued between \$50,000 and \$99,999, and professional services valued between \$30,000 and \$99,999.

Attachments

Contracts and Agreements Administratively Approved

Informational Procurement Council Item – April 2024 Administrative Approvals

Administrative Approval of Contracts and Agreements for Materials, Services, Equipment and Construction Valued Between \$50,000 and \$99,999 and Professional Services Valued Between \$30,000 and \$99,999

Agreement No.: 4769

Subject: Asset Management Strategy

Contractor: Arcadis, Inc.

Value: \$71,749.00

Notes: Provides consulting services to assist Public Works & Utilities to establish an asset management strategy specifically for the physical plant assets management of water and wastewater infrastructure.

Agreement No.: CA2202.201

Subject: Wall Street Improvements

Contractor: Wood Environment & Infrastructure Solutions, Inc.

Value: \$46,620.00

Notes: Professional services to complete the plans, specifications, and estimate (PS&E) documents.

Agreement No.: WA2007.451

Subject: Alma School Well Site Improvements

Contractor: Wilson Engineers, LLC

Value: \$46,570.00

Notes: Consultant will provide additional design and inspection support for piping changes beyond the original scope of the project. Additional coordination and inspection support for meeting and construction with SRP will also be provided. The period of services is increased by 60 calendar days for a revised total of 725 calendar days.

Agreement No.: AI2406.451

Subject: Airport Taxiway C Lighting Improvements

Contractor: Dibble CM, LLC

Value: \$33,330.00

Notes: Construction management and inspection services for a total project duration of 60 calendar days, 30 days for construction and 30 days for project closeout.

Agreement No.: DS5119.452

Subject: TUF Construction Inspection

Contractor: Ardurra Group, Inc.

Value: \$62,000.00

Notes: Construction management and inspection services for the new 16-inch Air Products Line project. The project will include construction of new pipeline in city right-of-way. Inspection services are anticipated to occur at night and on weekends and 100 % reimbursable by Air Products.

Contracts or Agreements with Significant (+50%) Price Changes Valued Between \$50,000 and \$99,999

Agreement No.:

Subject:

Contractor:

Value:

Notes:

